NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE



TENDER DOCUMENT FOR ESTABLISHMENT WORKS OF TYPE-1 RADIOISOTOPES LAB AT NABI INTERIM FACILITY, MOHALI

TENDER NO.- NABI/7(23)/2013-Works

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

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NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE(NABI)

(Deptt. of Biotechnology, Ministry of Science & Technology, Govt. of India) C-127, Industrial Area, Phase VIII, S.A.S. Nagar, Mohali-160 071. (Pb) website: www.nabi.res.in, Tel: 0172-2290300, Telefax: 0172-4604888

Short term Notice Inviting Tender Tender Ref No: NABI/7(23)/2013-Works

Sealed Tenders in Two parts [Part(A)-Technical Bid & Part(B)-Financial/Price Bid] are invited on behalf of the Executive Director, NABI for the "Establishment Works of Type-1 Radioisotopes lab at NABI Interim facility, Mohali".

1.	Issue of Tender documents	08-10-13			
2.	Last date and time for submission of sealed Tender	23-10-13			
4.	Estimated Cost of Work	Rs.11,12,179/- approx.			
5.	Cost of Tender Document	Rs.500/-			
6.	Earnest Money Deposit	Rs.22,244/-			
7. Time for completion of work 8 weeks					
NO	NOTE: Offers received by FAX/email will be summarily rejected.				

For more details/information, kindly see the website: www.nabi.res.in

Administrative Officer

NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE

NOTICE INVITING TENDER

- 1. Item rate tenders are invited on behalf of Executive Director, NABI for the work of "Establishment Works of Type-1 Radioisotopes lab at NABI Interim facility, Mohali".
- 1.1 The work is estimated to cost **Rs.11,12,179/-.** This estimate, however, is given merely as a rough guide.
- 1.2 Criteria of eligibility for issue of tender documents
- 1.2.1 Experience of having successfully completed works during last seven years ending last day of the month previous to the one in which applications are invited.
 - (i) Three similar completed works, costing not less than the amount equal to 40% of estimated cost put to tender.

OR

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

OR

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

(ii) Average annual financial turn-over of the firm/agency should be at least 30% of the estimated cost(of work) during the last 3 consecutive financial years.

All amounts rounded off to a convenient figure.

Similar work means the work of building construction/renowation/modification works including services like Electrical, Mechanical, Plumbing etc.

- 1.2.2 The Tenderer shall produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified above. Completion Certificates/proofs need to be enclosed.
- 2. Agreement shall be drawn with the successful tenderer on prescribed format by the Competent Authority. Tenderer shall quote his rates as per various terms and conditions laid down in the tender document.
- 3. The time allowed for carrying out the work will be **8 weeks** from the date of start as defined in schedule 'C' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

4. The site for the work is available.

5.(i)Tender documents will be issued from the office of Assistant Engineer-Electrical, NABI from 08-10-13 to 22-10-13 up to 5:00 pm, on payment of Rs.500/- as cost of tender OR can be downloaded directly from the website www.nabi.res.in (up to 23-10-13) and to be accompanied with a DD of Rs.500/- (Rupees Five hundred only) in favour of "National Agri-Food Biotechnology Institute" payable at Mohali as cost of tender documents.

- (ii)Tender forms, NIT and all the Tender documents consisting of plans, specifications, the schedule of quantities of the works to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of Assistant Engineer-Electrical, NABI on all working days between 10:00am to 5:00pm.
- 6.(i)Tenders shall be accompanied with tender cost of Rs 500/- in the form of Demand Draft in favour of "National Agri-Food Biotechnology Institute" payable at Mohali.
- (ii)Tenders shall be accompanied with Earnest money of Rs.22,244/- in cash (up to Rs.10000/-)/Receipt Treasury Challan/Deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of "National Agri-Food Biotechnology Institute" payable at Mohali.
- (iii) Submission of Tender- The tender should be submitted in the envelopes as detailed below:
 - 1. Envelope -1 marked as **Technical Bid** containing the following-
 - a) Draft of Rs.500/- as cost of tender documents(if downloaded from website).
 - b) Envelope containing EMD of Rs.22,244/- in the prescribed format(i.e., DD/cash receipt, as the case may be)
 - c) Documents related to eligibility criteria i.e., Completion certificates/proofs of the similar works completed and avg. annual financial turnover certificates.
 - d) Tender form-1
 - e) Tender terms & conditions, clauses & Technical specifications, schedules etc.
 - 2. Envelope-2 marked as Financial/Price Bid containing the following-
 - a) This shall contain the price for the execution of the works specified as per schedule-A.
 - 3. Both the above envelopes shall be placed in a third envelope and Name of work, Date of opening of tender etc. shall be written on the cover which will be received by the undersigned by 3:00 PM on 23-10-13 and will be opened by him or his authorized representative in his office on the same day at 4:00 PM.
- 7. The contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule 'C'. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of

India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'C'. including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

8. The description of the work is as follows:

Establishment Works of Type-1 Radioisotopes lab at NABI Interim facility, Mohali

NOTE: The proposed Type-1 Radioisotopes lab is to be developed/established in the existing interim facility of NABI which is a fully constructed and developed facility. The scope of work excludes all the lab furniture/equipments. The bidders are advised to visit the site before submitting the applications so as to ensure regarding site conditions and type of work.

BASIC INPUTS/REQUIREMENTS BY THE INSTITUTE-

- 1. The Radioisotopes lab to be established is a Type-1 Radioisotopes lab.
- 2. The MEP services are to be considered for the lab layout-1 attached (Counting room, Low activity handling room & High activity handling room only with total area of 535sq.ft).
- 3. The ventilation in the laboratory should be such that the direction of air flow is from No or Low radioactivity area to High radioactivity area and finally the air is driven out through proper ducting and exhaust system to the outer atmosphere. Proper Ventilation system should be installed to maintain the ventilation requirements of the lab.
- 4. The storage should be properly secured.
- 5. The Electrical points shall be provided as per the requirement given by NABI.
- 6. The floor of the lab should be covered with linoleum.
- 7. Brick Walls of the Lab area should be painted with a hard, washable paint.
- 8. The lab should be isolated above false ceiling level from the adjacent areas/labs.
- 9. The sink in the laboratory should have smooth glazed finish and water taps should be elbow or foot operated.

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

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

- 9. The Competent Authority does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
- 10. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 11. The Competent Authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 12. The tender for the works shall remain open for acceptance for a period of ninety(90) days from the date of opening of tenders/Ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.
- 13. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting/Competent Authority shall within 07 days from the stipulated date of start of the work, sign the contract agreement consisting of:-
- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued/downloaded at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Tender form-1
- 14. No price preference to any corporate society/Registered society, Govt. Public Sector undertakings / bodies shall be given and tenders shall be exclusively dealt with on merit.
- 15. The contractor shall comply with the provisions of the Apprentices Act 1961, minimum wages Act 1948, Workmen's compensation Act 1923, contract labour (Regulation and Abolition Act 1970), payment of wages Act 1938, Employer's liability Act 1938, Maternity Benefits Act 1961, Employee's State Insurance Act, 1948, Employees Provident Fund Act, 1952 and the Industrial disputes Act 1947 as applicable and the rules and regulations issued there under and by the local Administration/ Authorities from time to time as well all provisions of law applicable to workmen. Failure to do so shall amount to breach of the contract and the Engineer-in-Charge may at his discretion terminate the contract. The Contractor shall also be liable for any pecuniary liability arising on account of violation by him of any of the said Acts and shall indemnify the Institute on that account. Institute will not be liable for any act or omission on the part of the contractor in so far as any violation of any of the aforementioned acts.
- 16. Each tenderer shall submit only one tender; either by him or as partners in a joint venture. A tenderer who submits or participates in more than one tender will be disqualified.

- 17. Unless otherwise stated, the contract shall be for the whole work as described in the "Schedule of items/quantities of Works" and the drawings. The contractor shall be bound to complete the whole work as described in the schedule of items of works and the drawings, including additional items, if any, as per drawings and instructions. The issuance of certificate of completion as issued by the Engineer-in-Charge shall be mandatory and will be conclusive proof of completion of work.
- 18. Interpretations, corrections and changes to the Tenders Documents shall be made by Addendum, if required.
- 19. Each Tenderer shall ascertain prior to submitting his Tender that he has received all Addenda issued and he shall so acknowledge their receipt in his Tender.
- 20. The provisions in the Tender documents shall govern over the contents of the above paragraphs if in contradiction or variation.
- 21. The contractor shall comply with the provisions of prevalent ESI Act, copy of ESI registration certificate need to be enclosed.
- 22. The contractor shall be registered with the Regional PF office, copy of EPF registration certificate need to be enclosed.
- 23. All pages of the Tender should be page numbered and indexed.
- 24. It is the responsibility of tenderer to go through the tender document to ensure furnishing all required documents in addition to above, if any.
- 25. The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
- 26. A tender, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 27. Tender sent by fax/telex/electronically shall be ignored.

NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE

Item Rate Tender & Contract for Works

- (A) Tender for the work of:-Establishment Works of Type-1 Radioisotopes lab at NABI Interim facility, Mohali
- (i) To be submitted by 15:00 hours on 23-10-2013 to the Executive Director, NABI
- (ii) To be opened in presence of tenderers who may be present at 16:00 hours on 23-10-13 in the office of the Executive Director, NABI

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, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

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

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

A sum of Rs.22,244/- is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the Executive Director, NABI or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said

^{*}Not to be filled if tender is downloaded from website.

earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that the Executive Director, NABI or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-tendering process of the work.

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

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

Dated:	
Witness:	Signature of Contractor
withess.	Postal Address
Address:	
Occupation:	

GENERAL RULES & DIRECTIONS

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

CONDITIONS OF CONTRACT

Definitions

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

- k) Tendered value means the value of the entire work as stipulated in the letter of award.
- Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule 'C' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

Works to be carried out

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

Sufficiency of Tender

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

Discrepancies and Adjustment of Errors

- 5. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
- 5.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:-
- a) Description of Schedule of Quantities.
- b) Particular Specification and Special Condition, if any.
- c) Drawings.
- d) Manufacturer specifications.
- e) CPWD Specifications.
- f) Indian Standard Specifications of B.I.S.
- 5.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 5.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

- 5.4 In case of any conflict/discrepancy on any specification or item to be executed or any other issue related to the contract, the CPWD guidelines shall be referred to for the same with further recommendations and approvals of the Competent Authority.
- 6. No payment for the work done will be made unless contract is signed by the contractor.

CLAUSES OF CONTRACT

1. Compensation for Delay

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

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

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

2. Time and Extension for Delay

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

3. Payment terms

The contractor shall submit running bills along with the detailed measurement sheets as supporting documents to the Owner/Institute. The Institute after verification shall release the payment within 20 days from the date of receipt of bill from the contractor. 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 final bill from the contractor after checking and necessary corrections and clarifications if any required. All release of payments to the contractor are subject to proper checking & verification of measurements. Statutory deductions as per the contract and Govt. rules shall be made in all the payments made to the contractor.

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

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

5. Deviations/Variations Extent

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

6. Foreclosure of contract

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

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

7. Suspension of Work

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

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

8. Resolution of disputes

- 19.1 If dispute or difference of any kind shall arise between the Owner/Institute and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 19.2 If the parties fail to resolve their dispute or difference by such mutual consultation within one month of its occurrence, then, unless otherwise provided in the conditions/clauses of contract, either the Owner/Institute or the Contractor may give notice to the other party of its intention to

commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Owner/Institute and a domestic Contractor relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Executive Director, NABI. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-).

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

9. Applicable Law

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

SPECIAL CONDITIONS OF CONTRACT

- 1) The work should be carried out in a truly professional manner, neatly finished with proper line, level and plumb. Cleanliness and finishing of the job is of utmost importance. Hence the job should be done most carefully with best workmanship.
- 2) The contractor shall get all the necessary statutory clearance, certificates from the concerned Govt. department at his own cost. Contractor should ensure that all jobs carried are necessarily in compliance with the applicable statutory norms from the respective concerned departments.
- 3) The Owner/Institute should be immediately informed for any discrepancy in drawings, specifications and instructions in the execution of job at site before actual execution of particular item having discrepancy.
- 4) Any item found to be having been executed with poor workmanship or materials of inferior quality then the contractor shall have to rectify/reconstruct the work as specified by Engineer-Incharge. No extra charge will be admissible in such case. If contractors fails to do so, the Institute reserved the right to rectify reconstruct the through some other agency at the expenses of contractor.
- 5) While executing the work, the contractor shall ensure safety and security of the property of the Owner so as to avoid theft etc.
- 6) Anything not specifically mentioned in the Schedule-A or Tender conditions & specifications, but required for the proper functioning of the system shall be considered part of the scope of contractor.
- 7) The Warranty period after the completion of works will be 12months(from the date of completion recorded or handing over of the system-whichever is later). In addition to this, extended warranty for compressors, spares etc. as given by the manufacturer will also be applicable. Warranty will be inclusive of all accessories and Turnkey work and it will also cover all wearable & non-wearable components. Replacement and repair will be under taken for the defective goods.
- 8) Upon receipt of notice, the Contractor shall, within 72 hours on a 24(hrs) X 365 (days) basis respond to take action and to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination .The Supplier/Contractor shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Owner/Institute for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions.
- 9) If the Contractor, having been notified, fails to respond to take action to repair or replace the defect(s) within 72 hours on a 24(hrs) X 365 (days) basis, the Owner may proceed to take such remedial action(s) as deemed fit by the Owner, at the risk and expense of the Contractor and without prejudice to other contractual rights and remedies, which the Owner may have against the Contractor.

- 10) During Warranty period, the Contractor is required to visit the site at least once in a month commencing from the date of the completion of works/handing over of the system (as the case may be) for preventive maintenance of the system.
- 11) The Institute reserve the rights to enter into Annual Comprehensive Maintenance Contract with the Contractor for the prescribed period(by Competent Authority) after the completion of warranty period.
- 12) The contractor will be fully responsible for achieving all the desired parameters, conditions in the Radioisotopes lab and shall provide necessary test certificates for ensuring compliance.
- 13) The tenderer shall not modify, edit or alter any tender clause/condition before submission as such tenders are liable to be rejected by the Competent Authority.
- 14) All the works shall be carried out as per CPWD specifications and with Manufacturer recommendations/specifications.

LIST OF MAKES TO BE ADOPTED

S.No	Item	Makes
1	GI ducting/sheet	Ecoduct/Jindal/Tata
2	Cassette AC units	Voltas/Carrier/Bluestar
3	Box type fans	Nicotra/System air/Kruger/Caryaire
4	Wiring	Polycab/Finolex/KEI
5	Cable	Polycab/KEI/Havells
6	Switch-sockets	Legrand/ABB/MK
7	Distribution board(DB)	Legrand/ABB/L&T/Eaton
8	MCBs/MCCB	Legrand/ABB/L&T/Eaton
9	PVC Conduit	BEC/Polycab/Vesta
10	Access Control system	Smart I/Honeywell/Bosch/Rosslare
11	Paint	Dulex/Asian Paint/Berger
12	CP fittings	Jal/Essel
13	HDPE pipes	Supreme/Kissan
14	Glass	Mico/Gold plus/Art N Glass

PROFORMA OF SCHEDULES

Schedule-A (Schedule of Quantities)

S.No	Subhead & Items of Work	Unit	Qty	Unit Rate (in Rs.)	Amount (in Rs.)
CIVIL 8	& PH WORKS				
1	Half brick masonry with F.P.S. bricks of class designation 75 in superstructure above plinth level up to floor V level.				
	Cement mortar 1:3 (1 cement :3 coarse sand)	sqm.	31.72		
2	Extra for providing and placing in position 2 Nos. 6mm dia. M.S. bars at every third course of half brick masonry (with F.P.S. bricks).	sqm.	31.72		
3	15 mm cement plaster on the single side of half brick wall of mix :				
	1:4 (1 cement: 4 fine sand)	sqm.	63.44		
4	Dismantling the vitrified flooring including base of cement concrete to accommodate linoleum flooring, water supply and drainage pipes. The work shall include making good the floors up to flooring level with cement concrete 1:2:4.	lump- sum			
5	Supply, Laying and Testing HDPE pipes (6kg/sq.cm in PE 63) as per IS :4984 of approved make of 75mm OD dia for carrying the Effluent from labs, including jointing of pipes & fittings ,bedding, cost of pipes, labour charges, transportation charges, etc. and at all locations and heights complete as per Directions of the Engineer.	rmt	7.5		

S.No	Subhead & Items of Work	Unit	Qty	Unit Rate (in Rs.)	Amount (in Rs.)
6	Supply, installation, testing & commissioning of following SS Pipes Grade 304 Sch-10 inclusive of all necessary fittings such as pipe supports,tee,elbow, bend, nipples& U-Clamps. The pipes shall be fully welded with Argon welding by using SS rod and flanges shall be used at every 12m interval. The pipes shall be tested at 70 psi pressure for any leakage.				
	20 mm SS 304 Sch-10	rmt	12		
7	Supply, fixing SS 304 FLANGES (SORF) ASA 150# on pipe line with gasket, bolts, Nuts, washer etc.,				
	20 NB	nos	6		
8	Supply and fixing of SS 304 Ball/Gate valve of approved make, provided with stainless steel ball (AISI 304) and spindle (AISI 410), Teflon seating, gland packing etc., complete.				
	20 NB - Screwed End	nos	2		
9	Providing and fixing of SWR floor drain with double seal compatible with HDPE pipes with outlet of 3"/4" including SS cover .	nos	2		
10	Providing and applying two or more coats of washable Paint of approved brand such as Dulux, Royal, Asian Paints with brush/roller and shade over existing coat of primer ,including surface preparation and removing the exisiting paint etc., all complete as per manufactures specification and as directed.	Sq.mtr	63.57		
11	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface :				
	Water thinnable cement primer	Sq.mtr	11.29		

S.No	Subhead & Items of Work	Unit	Qty	Unit Rate (in Rs.)	Amount (in Rs.)
12	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete	Sq.mtr	11.29		
13	Providing and fixing of Linoleum Flooring (2.5 mm thick) of desired colour, anti-microbial,anti-flame along with the cost of adhesives like Arobond 44 of Colourbond/VC 31 of Pidilite complete as per manufacturer's specification and warranty up to 5yrs from manufacturer defects. The execution agency to provide certification from manufacturer for the above material.	Sq.ft	675		
14	Providing and fixing of 5mm thick toughened glass including the cost of holes/ cut-outs, scaffolding, gaskets, adhesive etc complete as per shade and make of existing external glass. The cost shall include removing of existing glass panel.	Sq.ft	32		
15	Providing and fixing foot operated valve set with pillar spout & flexible connection pipes 15mm complete in all aspects.		2		
16	Providing and fixing gypsum board MR partition above false ceiling for separating the radiactivity area including fixing of GI sections 0.55mm thick and fasteners if any as per requirement complete to the satisfaction of Engineer-In - Charge.	Sq.mtr	21.14		

S.No	Subhead & Items of Work	Unit	Qty	Unit Rate (in Rs.)	Amount (in Rs.)
17	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required for supporting the HVAC duct.	KG	900.00		
ELECT	RICAL WORKS				
18	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FR PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required				
18.1	2 X 2.5 sq. mm + 1 X 2.5 sq. mm earth wire	Metre	30.00		
18.2	2 X 4 sq. mm + 1 X 4 sq. mm earth wire	Metre	30.00		
19	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 etc. as required. (For light plugs to be used in non residential buildings).	Each	15		
20	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 5/6 & 15/16 amps modular socket outlet and 15/16 amps modular switch, connection etc. as required.	Each	10		

S.No	Subhead & Items of Work	Unit	Qty	Unit Rate (in Rs.)	Amount (in Rs.)
21	Supplying and fixing following ways surface/ recess mounting, vertical type, 415 volts, TPN MCB distribution board of sheet steel, dust protected, duly powder painted, inclusive of 200 amps tinned copper bus bar, common neutral link, earth bar, din bar for mounting MCB's, with provision of 100 amps TP 16 KA MCCB as incomer, interconnection between incomer MCCB and bus bars (but without MCB's/ MCCB) as required. (Note: Vertical type MCB TPDB is normally used where 3 phase outlets are required.)				
	4 Way TP	Each	1		
22	Supplying and fixing 5 amps to 32 amps rating, 240/415 volts, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.				
22.1	Single pole	Each	7		
22.2	Triple pole	Each	1		
23	Providing and fixing following rating and breaking capacity MCCB in existing cubicle panel board including drilling holes in cubicle panel, making connections, etc. as required.				
	100 Amp, 16 KA	Each	1		
24	Supplying and drawing following pair 0.5 sq mm FR PVC insulated annealed copper conductor, unarmored telephone cable in the existing surface/ recessed steel/ PVC conduit as required.				
	2 Pair	Metre	50		

S.No	Subhead & Items of Work	Unit	Qty	Unit Rate (in Rs.)	Amount (in Rs.)
25	Supplying and fixing of following sizes of medium class PVC conduit along with accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required.				
	20 mm	Metre	50		
26	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.				
	Telephone socket outlet	Each	1		
27	Supplying and fixing following size/ modules, GI box alongwith modular base & cover plate for modular switches in recess etc as required.				
	1 or 2 Module (75mmX75mm)	Each	1		
28	Earthing with copper earth plate 600 mm X 600 mm X 3 mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 metre long etc. with charcoal/coke and salt as required.	Set	2		
29	Providing and fixing 25 mm X 5 mm copper strip in 40 mm dia G.I. pipe from earth electrode including connection with brass nut, bolt, spring, washer excavation and re-filling etc. as required.	Metre	15		
30	Providing and fixing 25 mm X 5 mm copper strip on surface or in recess for connections etc. as required.	Metre	10		
31	Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.				

S.No	Subhead & Items of Work	Unit	Qty	Unit Rate (in Rs.)	Amount (in Rs.)
	3½ X 35 sq. mm (32mm)	Each	2		
32	Supply, Laying and fixing of one number 3.5Cx35sq.mm PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade on wall surface as required.	mtr	100		
ACCESS	CONTROL SYSTEM (SITC of following	g items)			
33	4 Door / 4 Reader Channel Access Controller with Battery back-up Power Supply & Metal Enclosure, Onboard TCP/IP o/p, 30,000 transactions storage make Smart-I	No.	1		
34	Data Downloading / Access Management Software (Advanced Edition) with Ms-SQL database, SQL License in your scope	No.	1		
35	Proximity Card Reader with a range of 3.5" complete as required (HID Prox Point Readers)	Nos	4		
36	Proximity Cards, 1.8 mm, Proxcard II	Nos	10		
37	Single Door Electromagnetic lock, 600 lbs along with magnetic contact & hooter complete as required.	Nos	2		
38	Power Supply 12V 5 Amp	Nos	1		
39	U Bracket	Nos	2		
40	Brackets for Plain Glass Door	Nos.	2		
41	Annealed tinned copper conductor cabling for readers/ communication cable and for EM locks.				
41.1	10 Core x 0.5 sq. mm	RM	30		
41.2	2C x 1.5 sq. mm. PVC insulated PVC sheathed copper flexible wire	RM	10		
41.3	PVC Conduit 1" with accessories	D. 4	40		
111/40:	25mm dia	RM	10		
42	SITC of Cassette Type AC Units of following capacity-				
42.1	3 Tr	Nos.	1		
42.2	1.5 Tr	Nos.	1		

S.No	Subhead & Items of Work	Unit	Qty	Unit Rate (in Rs.)	Amount (in Rs.)
43	Supply & fixing of Copper Piping for following cassette AC units-				
43.1	3 Tr Capacity	Rm	15		
43.2	1.5 Tr Capacity	Rm	15		
44	Supply & Installation of Drain Piping	Rm	30		
45	Supply & laying of Cable between indoor & Outdoor units	Rm	25		
46	Supply & Fixing of MS Stands	Nos.	2		
47	Re- installation of floor mounted existing AC unit	Nos.	1		
48	Supply & Installation of Box Type Insulated Fans for Fresh Air with speed regulator				
48.1	250 Cfm	Nos.	1		
48.2	200 Cfm	Nos.	1		
49	Supply & installation of Box Type Insulated Fans for Exhaust Air with speed regulator				
	300 Cfm	Nos.	2		
50	Supply & Installation of 24 Gauge GI Ducting	Sqm	70		
51	Supply & Fixing of radiation warning symbols along with the name plates for different rooms in the Radioisotopes laboratory.	lot	1		
52	Preparation & submission of all the design, drawings for the complete MEP services i.e., HVAC, Electrical, Plumbing, Access control etc. to be incorporated in the Radioisotopes lab	lot	1		
53	Total Amount(in figures)-in Rs.				
	Total Amount(in words)-in Rs.				

The rates shall be inclusive of all taxes & duties.

SCHEDULE-B

Reference to General Conditions of contract.

Name of Work: Establishment Works of Type-1 Radioisotopes lab at NABI Interim facility, Mohali

Estimated cost of work : Rs.11,12,179/-

(i) Earnest Money : Rs.22,244/-

(ii) Performance Guarantee: 5% of tendered value

SCHEDULE -C

GENERAL RULES & DIRECTIONS: Officer inviting tender: Administrative Officer

Definitions:

(i) Accepting Authority : Executive Director, NABI

(ii) Percentage on cost of materials and Labour

to cover all overheads and profits : 15%

(iii) Department : National Agri-Food Biotechnology Institute

(NABI), Mohali

(iv) Standard Contract Form : Tender form-1

(v) Time allowed for submission of Performance Guarantee from the date of issue of letter of

acceptance **07** days

(vi) Maximum allowable extension beyond the period provided in (v) above 05 days

Clause 1

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

Clause 2

Whether Clause 2 shall be applicable : Yes / No

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning

date of start : **07 days**Time allowed for execution of work : **08 weeks**

Authority to decide:

(i) Extension of time : Executive Director, NABI

Clause 6

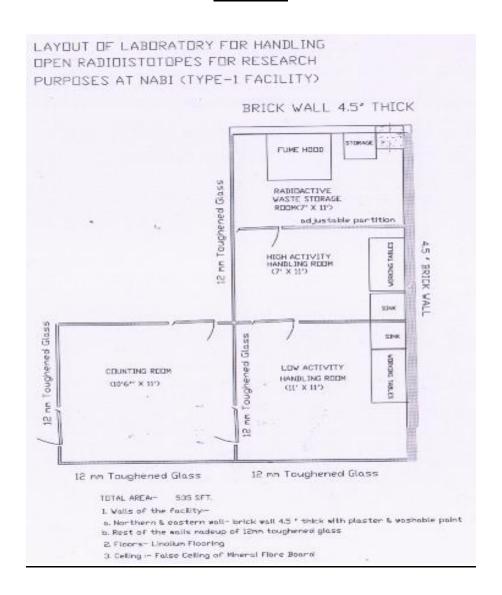
Clause applicable – 6 (for Measurements of Works done)

Clause 10

Specifications to be followed for execution of work

- : (i) NIT specifications
 - (ii) Manufacturer specifications
- (iii)CPWD specifications with upto date amendments
- (iv)Bureau of Indian Standards wherever no such specifications exists in Sr.No. i) & iii).

DRAWING



Schematic layout of proposed Radioisotopes lab