



NATIONAL INSTITUTE OF BIOLOGICALS

Plot No.A-32, Sector-62(Institutional Area), NOIDA-201 307(U. P.)

Tel: 0120-2400022, 2400072, Fax: 0120-2400074, 2403014

E-mail: info@nib.gov.in

Website: www.nib.gov.in

TENDER NO. S.1-160/2011/NIB/ENGG(C)

- (i) Sale of Tender : 18.08.2011 to 09.09.2011
(10:00 A.M. to 5:00P.M. on all working days)
- (ii) Last date of submission of Tenders : 12.09.2011 up to 2:00 P. M.
- (iii) Pre-Bid meeting : 07.09.2011 at 3:00 P. M.
- (iv) Date of Opening of Technical Bids : 12.09.2011 at 3:00 P. M.
- (v) Technically qualified bidders will be informed to be present at the time of opening of Financial Bids.
- (vi) Tender Cost : Rs. 568/- (Rs. *Five hundred sixty eight only*) in the shape of demand draft in favour of "National Institute of Biologicals, Noida" payable at Noida.

Tender for
"Horticulture development works at
NIB, Noida"

AUGUST -2011



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VOLUME - I

PRE-QUALIFICATION INSTRUCTIONS, INSTRUCTIONS
TO BIDDERS & SPECIFIC CONDITIONS OF THE CONTRACT

AUGUST - 2011

PRE-QUALIFICATION INSTRUCTIONS FOR APPLICANTS

1. Scope of Bid:

- 1.1. National Institute of Biologicals intends to invite bids from contractors/ agencies for the following scope of work:

Some vacant land areas total measuring about 7000 Sqm. surrounding the laboratory & animal house and library building of the Institute are to be developed in green grass lawns after removing the weeds, rank, vegetation, stones and malwa from these areas. The work involves removing the debris from the areas and its disposal at suitable place identified by the contractor. Supply of good garden soil, preparation of ground for planting of grass and beds for enemy plant hedges. The contractor will also maintain the entire developed area including hedges for a period of 30 days or more till the grass forms a thick layer free from weeds and fit for mowing. Identification of suitable place/s for disposal of all the items such as stones, malwa, weeds, rank, vegetation etc. will be the responsibility of the contractor and NIB has no role in this activity. The developed areas will be handed over to NIB after successful completion of maintenance period. All the tools, tackles, transport etc. related to performance of the said contract will be arranged by the contractor.

- 1.2. **Bidders are advised to compulsorily visit the site to understand the work and acquaint themselves with the site before submitting their tender.**

- 1.3. Bidding is open to all contractors/ agencies having sound background and specialization in carrying out similar works.

2. Submission of Applications:

Bids must be submitted in sealed envelopes, which must be either delivered by hand or by registered mail at **National Institute of Biologicals, Plot No. A-32, Sector- 62(Institutional Area), NOIDA - 201 307(U.P)**, not later than the date & time given in the tender, clearly mentioning the name of the work.

- 2.1. The name and mailing address of the applicant should be clearly marked on the envelopes.
- 2.2. All the information asked for in the tender shall be answered in ENGLISH/HINDI language only.
- 2.3. Failure to provide information in the stipulated format enclosed or to provide timely clarification or substantiation of the information supplied (considered

essential to evaluate the applicant's qualifications) may result in disqualifications of the applicant.

3. Pre-qualification Criteria:

3.1. Pre-qualification will be based on meeting the following minimum criteria regarding the applicant's work experience, personnel and financial position, as demonstrated by the applicant's responses in the forms attached to the Letter of Application.

3.2. The applicant to meet the following minimum criteria for Pre-qualification:

(a) Average Annual financial turnover for related works during the last **three** years, ending 31st March, 2011 should be not less than Rs. 1.80 lakh
Fill enclosed **ANNEXURE-I**.

(b) Experience of having successfully completed similar works during last 7 (*Seven*) years i. e. 31 July, 2011 should be either of the following.

i) Three similar completed works costing not less than Rs. 2.25 lakh.

or

ii) Two similar completed works costing not less than Rs. 2.80 lakh.

or

iii) One similar completed work costing not less than Rs. 4.50 lakh.

(c) **Definition of "Similar works" i. e. experience in satisfactory execution of horticulture development works i.e site preparation, grass & tree plantation etc.** (Fill enclosed **ANNEXURE-II**).

3.3. Personnel Capabilities: The Applicant must have suitably qualified personnel to execute the contract (Fill enclosed **ANNEXURE-III**).

3.4. Equipment Capabilities: The Applicant should own, or have assured access to (through hire, lease, purchase agreement or other means) equipments to successfully execute the contract.

3.5. (i) Even though the applicants meet the above criteria, they are subject to be disqualified if they have:

- Made misleading or false representation in the form, statement and attachments submitted, and/or
- Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.; and/or

(ii) They have history of litigation or found black listed.

4.0. General:

4.1. Agencies who have been pre-qualified under this procedure; price bids of only those agencies will be opened.

4.2. The NIB reserves the right to:

a) Amend the scope and value of the work and in such event, the applicants who meet the requirements of the contract as amended, their bids shall be opened.

b) Reject or accept any application without assigning any reason thereof; and

c) Cancel the tendering process and reject all applications.

The NIB shall neither be liable for any such action nor be under any obligation to inform the applicants.

LETTER OF APPLICATION

[NOTE: On the letter head paper of the applicant including full postal address, telephone no., fax no., and E-mail address]

To

The Director
National Institute of Biologicals,
Plot No. A-32, Sector-62(Institutional Area),
NOIDA -201 309(U.P)

Sirs,

1. Being duly authorized to represent and act on behalf of (hereinafter referred to as "the Applicant"). and having reviewed and fully understood all the Pre-qualification information provided, the undersigned hereby apply for the following scope of work:

"HORTICULTURE DEVELOPMENT WORKS AT NIB NOIDA".

2. Attached to this letter are copies or original documents defining:
 - (a) the Applicant's legal status;
 - (b) the principle place of business; and
 - (c) the place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).
3. Your office and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements, and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
4. Your office and its authorized representatives may contact the following persons for further information.

General, Personnel, Technical and Financial Enquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

5. This application is made in the full understanding that:
- (a) Bids of pre-qualified applicants will be subject to verification of all information submitted for Pre-qualification at the time of bidding:
 - (b) Your office reserves the right to:
 - Amend the scope and value of the contract/bid. In such event, bids will only be called from pre-qualified bidders who meet the revised requirements and reject or accept any application, cancel the Pre-qualification process, and reject all application without assigning any reason thereof; and
 - (c) Your office shall not be liable for any such action and shall be under no obligation to inform the applicant.
6. Appended to this application, we give details of the participation of each party including capital contribution and profit/loss agreements, to the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the contract, and the responsibilities for execution of the contract.
7. The undersigned declare that statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed
Name
For and on behalf of

Application Form No. 1

GENERAL INFORMATION:

All individual firms applying for tender are requested to complete the information in this form. Information to be provided for all owners or applicants who are partnerships or individually-owned firms.

1.	Name of firm:
2.	Head office address:
3.	Registered office address:
4.	Telephone: Contact:
5.	Fax : E-mail:
6.	Place of incorporation/ Year of incorporation / registration Registration No.

STRUCTURE AND ORGANIZATION

- 1. The applicant is
 - (a) an individual
 - (b) a proprietary firm
 - (c) a firm in partnership
 - (d) a Limited Company or Corporation.

- 2. Attach the Organization Chart showing the structure of the organization, including the names of the Directors and position of officers.

- 3. Have you ever left the work awarded to you incomplete: (If so, give name of project and reasons for not completing the work.)

Application Form No.3

ANNUAL TURN OVER

Year	Annual Turnover in Indian Rs. as per Audited Balance Sheet
2008-2009	
2009-2010	
2010-2011 *	
Average Annual Turn Over	

NOTE: The above data is to be supported by Audited balance sheets.

* If Accounts are not audited till the date of submission of tender, a certificate from the Chartered Accountant may be submitted, along with un-audited accounts.

ANNEXURE - II

Application Form No.4

DETAILS OF COMPLETED WORKS OF SIMILAR NATURE AND COMPLEXITY

(During last seven year ending 31st -July, 2011).

Srl. No.	Name of the Contract	Name of the client	Brief Description of the Contract	Date of Start	Date of completion as per contract	Date of actual Completion	Value
1.							
2.							
3.							
4.							

NOTE: Please attach supporting documents for the above information.

ANNEXURE-III

Application Form No.5

PERSONAL CAPABILITIES

Srl. No.	Name & Address of the Employee	Technical Qualification	Post held	Date of Employment

ANNEXURE-IV

Application Form No.6

Details of registration with State/Central/PSU departments

Name of the Authority /department with whom registered	Class in which registered	Amount for which eligible to work	Date of registration	Validity period	Whether registration cancelled ever

INSTRUCTIONS TO BIDDERS

1. Description of Works:

The site is located at Plot No.A-32, Sector-62(Institutional Area), NOIDA-201 307(U.P). Name of the work is "**HORTICULTURE DEVELOPMENT WORKS AT NIB, NOIDA**".

1.1 The Employer:

National Institute of Biologicals, Noida shall be the Employer. All documents relating to labour license for obtaining necessary clearance etc. is to be signed/endorsed by Employer.

In these documents, whenever the word tender/tenderer/tendering has been used, the same may be considered synonymous with/bid/bidder/bidding.

1.2 Time for Completion & Commencement of works;

The successful bidder shall be required to complete the works within 2 **(two) calendar months** from the date of issue of Commencement letter.

2. Information to be submitted:

2.1. Bids submitted shall include the following information:

- (a) Copies of original documents defining the constitution, legal status, place of registration and principal place of business of the company or firm.
- (b) A work plan clearly bringing out how the bidder proposes to carry out to achieve the quality and the time schedule.

The work plan shall clearly spell out with specific following details:

Detailed programme in the form of bar-chart clearly bringing out details of start & completion of all important activities and also programme showing material & labour resources related to the above.

3. Cost of Bidding:

3.1. The bidder shall bear all costs associated with the preparation and submission of this bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4. Site Visit:

4.1. The bidder is advised to acquaint himself with the job involved, visit the site & climatic conditions, labour, power, material (specially the garden soil and manure) availability, transport and communication facilities, environmental regulations, laws and bye-laws of statutory, local bodies and the Govt. of India

and collect all information that will be necessary for preparing the bid and entering into a contract.

The cost of visiting the Site and collecting information for the purpose of submission of the bid shall be to the bidder's account.

- 4.2. The bidder and any of his personnel or agents will be granted permission by the Employer to enter upon the site for the purpose of such inspection.

5. Content of Bid Documents:

- 5.1. The Bid Document comprises the following: -

Volume I = Pre-qualification instructions, Instructions to bidders and Specific conditions of the contract

Volume II = General Conditions of the contract and Bill of Quantities.

Volume III = Price-Bid.

- 5.2. The bidder is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the bid documents. Failure to comply with the requirements of the Bid Documents will be at the bidder's own risk.

6. Clarification of Bid Documents:

- 6.1. A prospective bidder requiring any clarifications on the Bid Documents may notify the NIB in writing at the mailing address indicated in the Bid Documents for any clarification well in advance before last date for submission of the tender.

7. Amendment of Bid Documents:

- 7.1. At any time prior to the dead line for submission of bids, NIB may for reason, whether at his own initiative or in response to a clarification requested by the prospective bidder, modify the Bid Documents by amendment.

8. Bid Language:

- 8.1. The Bid prepared by the bidders and all correspondence and documents relating to the Bid exchanged by the Bidder and NIB shall be written in the English /Hindi language only.

9. Documents comprising the Bid:

The Bid to be prepared by the Bidder shall comprise of the following: The Bid and Appendix thereto, Bid Security, Bill of Quantities, the Schedules and any other material required to be submitted in accordance with Pre-qualification documents and Instruction to Bidders.

10. Bid Prices:

The Bidder shall fill the rates against each item of Price-Bid both in words and figures in the blank spaces provided in the respective columns. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the others rates and prices in the Price-Bid. Corrections, if any, shall be made by crossing out, initialling, dating, stamping and rewriting.

All duties, levies, taxes including works contract tax and other levies payable by the contractor under the contract including Contractor's profit and overheads etc. or any other cost shall be included in the rates and prices and the total amount of Bid submitted by the Bidder. The evaluation and comparison of Bids shall be made accordingly.

The rates and prices quoted shall be fixed for the items complete in all respect for the duration of the contract and not subject to adjustment on any account except as otherwise provided in the conditions of contract.

The bidder shall fill his most competitive rates in the first instance as no negotiation shall be made after opening of the tenders except if required with the lowest bidder.

11. Bid Validity:

The Bid shall remain valid and open for acceptance for a period of **120** days from the last date fixed for receiving the same.

12. Bid Security:

- 12.1 The bidder shall furnish, as part of his Bid, a Bid Security of the amount of **Rs. 11,000/-** (Rs. *Eleven thousand only*). No deviation shall be permitted in this regard.
- 12.2. The Bid Security shall be in the form of a Demand Draft/Pay order in favour of **National Institute of Biologicals**, payable at **NOIDA/ DELHI** from any Nationalised bank/Scheduled bank.
- 12.3. Any Bid not accompanied by an acceptable Bid Security will be straightaway rejected.
- 12.4. The Bid Security of unsuccessful bidders will be returned as promptly as possible but not later than 30 days after the expiration of the period of Bid validity.
- 12.5. The Bid Security may be forfeited:
 - a) If a bidder withdraws his bid during the period of bid validity
 - b) In the case of successful bidder, if he does not

- i) Enter into the contract or
- ii) Furnish the necessary Performance Security
- iii) Agree to arithmetic corrections made as per the terms of bid documents

13. The Bid Security of successful bidder shall be returned on receipt of performance bank guarantee. No interest will be payable on the Bid Security amount.

14. Format and Signing of Bid:

14.1 The tender shall be filled & signed only by the firm/corporation in whose name the tenders have been issued. The bid shall be typed or written with indelible ink and duly signed by a person or persons duly authorized to bid. Proof of authorization shall be furnished in the form of written Power of Attorney, which shall accompany the bid.

14.2 All pages of bid shall be initialed and stamped by the person signing the bid including where entries or amendments have been made.

14.3 The complete bid shall be without alterations interlining and erasures except those to accord with instruction issued by NIB or as necessary to correct errors made by the bidder in which case such correction shall be initialed by person signing the bid.

15. Sealing, Marking & Submission of Bid:

15.1 The bid shall be submitted in accordance with the procedure detailed herein. Specified documents shall be enclosed in envelope of appropriate size each of which shall be sealed.

(i) **Envelope No. 1:** Shall contain the bid security as indicated above, covering letter and the Bid documents Vol-I, Vol-II and Bill of Quantities. Tender fee if tender is downloaded from web site.

(ii) **Envelope No. 2:** Shall contain Volume III consisting with rates/prices duly filled in signed and stamped without any conditions whatsoever. Bids containing any conditions in Envelope No. 2 are liable to be summarily rejected.

The contractor must fill up price against each item of BOQ both in words and figures in the blank spaces provided in the respective columns.

The rates written in words shall prevail in case of any variation between the rates mentioned in figure and words.

Please note that the price should not be indicated in any of the documents enclosed in Envelope No. - 1. Non-compliance shall entail rejection of the bid.

- 15.2 The bidder shall seal the bid.
- 15.3 All the above two envelopes shall be sealed in a bigger third envelope and addressed to **The Director, National Institute of Biologicals, Plot No. A-32, Sector-62 (Institutional Area), NOIDA-201 309 (U.P).**
- 15.4 All the above Envelopes shall bear the following identification:
Name of work, Tender number, Due date and Time.
- 15.5 All the envelopes shall indicate the name and address of the bidder.
- 15.6 All recipients for the purpose of submitting a bid shall treat the contents of the documents as private and confidential.
- 16. Deadline for submission of Bids:**
- 16.1 Bids must be received by National Institute of Biologicals (NIB), not later than the date & time given in the tender. The NIB may, at his discretion, extend the deadline for submission of bids through the issuance of an amendment, in which case all rights and obligations of the Employer and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.
- 17. Bid Opening:**
- 17.1 Bids shall be opened in National Institute of Biologicals at Plot No.A-32, Sector-62(Institutional Area), NOIDA-201 307(U.P), one hour after the prescribed time for bid submission in presence of the bidders representative who may wish to be present on the date & time of opening given in the tender.
Envelope No. 1: Shall be opened first. If the Bid Security and tender fee (if applicable) is not found as prescribed, the bid shall be summarily rejected. Conditional Bids of parties shall be liable to be rejected.
- 17.2 The NIB will examine the bids to determine whether they fulfill the Pre-qualification criteria, whether the requisite bid securities have been furnished, whether the bids have been properly signed and stamped and whether the bids are generally in order.
- 17.3 Telegraphic/Fax offer will be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing time and date of the bids will be taken as valid.
- 17.4 The bidder's names, general technical details, the presence of the requisite bid security and such other details as NIB at his discretion may consider appropriate will be announced at the bid opening.

Envelope No. 2: Containing the sealed Price bid of parties whose bids are found to be generally in order and meet the Pre-qualification criteria shall be opened either at the bid opening or at subsequent date to be intimated in advance to such eligible bidders.

17.5 Only summary of prices quoted by the bidders will be read out.

17.6 The bid of any bidder who has not complied with any of the instructions contained herein may not be considered.

18. Process to be Confidential:

18.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

18.2 Any effort by the bidder to influence the Employer in the process of examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidder's bid.

19. Clarification of Bids:

19.1 To assist in the examination, evaluation and comparison of bids, NIB may ask bidders individually for clarification of their bids, including break- up of unit prices. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered by NIB during the evaluation of the bids in accordance with Clause 24 hereof.

20. Determination of Eligibility & Responsiveness:

20.1 The NIB will determine whether the bid is substantially responsive to the requirements of the Bid Documents for the purpose of this clause. A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bid documents without any deviation or reservations.

20.2 A bid which in relation to the cost estimates of NIB is unrealistically priced and which cannot be substantiated satisfactorily by the bidder may be rejected as non responsive.

21. Correction of Errors:

21.1 Bids determined to be substantially responsive will be checked by NIB for any arithmetical errors in computation and summation. Errors will be dealt by the NIB as follows: -

a) Where there is discrepancy between rates indicated in figures and in words, rates in words will govern.

- b) Incorrectly added totals will be corrected.
 - c) In case of any clerical error between the rates indicated in figures and words, the rate in words would prevail. In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail.
- 21.2 If a bidder does not accept the correction of errors as outlined above, his bid will be rejected.

22. Evaluation and Comparison of Bids:

- 22.1 Only such of the bids as have been determined to be substantially responsive to the requirements of the bid documents, in accordance with Clause 20 will be evaluated. Other non-responsive bids will be rejected.
- 22.2 Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary.
- 22.3 Evaluation of the bids will take into account, in addition to the bid amounts, the following factors.
- a) Arithmetical errors corrected in accordance with Clause 21.
 - b) Such other factors as NIB considers may have a potentially significant impact on contract execution, price and payments.
- 22.4 Offers, deviations and other factors, which are in excess of the requirements of the bid documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in bid evaluation.

23. Award Criteria:

- 23.1 Subject to clause 24, NIB will award the contract to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid (L-1) of the bill of quantities.

24. NIB's Right to Accept any Bid, to Reject any or all Bids:

- 24.1 Notwithstanding Clause 23, the NIB reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidders of the grounds for the Employer's action.

25. Notification of Award:

- 25.1 Prior to the expiration of the prescribed period of bid validity, NIB will notify the successful bidder by letter that his bid has been accepted.
- 25.2 The notification of award will constitute the formation of the Contract.

25.3 Upon the furnishing by the successful bidder of a Performance Security in accordance with the provisions of Clause-27, NIB will promptly notify the other unsuccessful bidders that their bids have been unsuccessful.

26. Signing of Agreement:

Upon the receipt of the notification of Award, the successful bidder shall fill the Agreement in accordance with standard form of Agreement attached in the tender and submit the same to NIB within two weeks of the date of receipt of notification of Award. NIB shall approve within ten days from the receipt of the draft and successful bidder shall get the same engrossed, have the correct amount of stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost within three weeks from the receipt of the approved draft.

27. Performance Security:

27.1 Within two weeks of receipt of the notification of Award from NIB, the successful bidder shall furnish to NIB a security in the form of a Bank Guarantee from Nationalized/Schedule bank for an amount of 10% (*Ten percent*) of the contract sum. The validity of the Performance Security shall be 60 days beyond the maintenance period (even in extended contract period if any).

27.2 In cases, where the aggregate of expected contract payment would at any time exceed the NIB's estimate of actual work performance by more than the amount of Performance Security, such security is to be increased accordingly at the expenses of the successful bidder.

27.3 Failure of the successful bidder to lodge the required Bank Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In which event, NIB may call for new bids.

SPECIFIC CONDITIONS OF THE CONTRACT

Insofar as any of these Specific Conditions of Contract conflict or be inconsistent with any of the General Conditions, Specific Conditions of Contract shall prevail.

1. Definitions:

a) "EMPLOYER" means National Institute of Biologicals (NIB), A-32, Sector-62 (Institutional Area), NOIDA-201 309(U.P.).

2. Performance Guarantee, Advance payment Guarantee and any Insurance policies etc. entered into by the Contractor under the terms of the Contract, shall stipulate that the proceeds of any claim shall be payable to **National Institute of Biologicals, A-32, Sector -62(Institutional Area), NOIDA-201 309(U.P.)**.

3. Address:

a. The address of the "Employer" is as follows:

National Institute of Biologicals, Plot No. A-32, Sector - 62(Institutional Area), NOIDA-201 307(U.P.)

b. The address of the Contractor is

4. Engagement of Labour:

The Contractor shall make his own arrangement for the engagement of all labours, local or otherwise, and, save insofar as the Contract otherwise provides, for the transport, housing, feeding and payment thereof.

5. Observance of Legislation etc.:

The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, Regulations and Bylaws including all Statutory amendments and re-enactments and Acts that may be passed in future either by the State or the Central Government or Local Authority, including, Indian Workmen's Compensation Act. Contract Labour (Regulation and Abolition) Act 1970 and Equal remuneration Act 1976. Factories Act, Minimum Wages Act, Provident fund regulations, Employees Provident Fund Act and Schemes made under same Act, Health and Sanitary Arrangements for Workmen, Insurance and other benefits. If the Employer is caused to pay or reimburse any amounts for non-observance of the provisions of these clauses on the part of the Contractor, NIB shall have the right to deduct from any monies due to the

Contractor or recover from the contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer. All registration and station inspection fees, if any, in respect of his work pursuant to the contract shall be to the account of the contractor.

6. Fair Wages:

The Contractor shall pay the labours engaged by him on the work not less than a fair wage, which expression shall mean, whether time or piecework, the respective rates of wages as fixed by the labour department as fair wages for the area payable to the different categories of labourers or those notified under the Minimum wages act for corresponding employees of the Employer, whichever may be higher.

The Contractor shall notwithstanding the provision of any contract to the contrary, cause to be paid a fair wage to the labourers indirectly engaged on the works including any labour engaged by subcontractors in connection with the works, as if, the labourers have been directly employed by him.

7. Safety Provisions:

The Contractor shall comply will all the precautions as required for the safety of the workman by the I.L.O Convention (No. 62) as far as they are applicable to the Contract. The Contractor shall provide all necessary safety appliances like Shoes, goggles helmets, masks, etc. to the workmen and the staff.

8. Footwear/Glows:

The Contractor shall at his own expense provide footwear/glows for all labours engaged for works and all other type of works etc. to the satisfaction of NIB or his Representative, and on his failure to do so, the Employee shall be entitled to provide the same and recover the cost from the Contractor.

9. Subsequent Legislation:

If, after the date thirty days prior to the latest date for submission of bids for the works, there occurs changes to any National or State Statue, Ordinance, Decree or other law or any regulation or bye-law of any local or other duly constituted authority or the introduction of any such statute, ordinance, etc. which causes additional or reduced cost, the same shall be paid by or credited to the Employer and the Contract Price adjusted accordingly.

10. Taxation:

The contractor shall pay all taxes, duties, levies etc. as per the Government provisions and the Income Tax Act. Deduction of Income-Tax/other taxes shall be made from each Certificate of payment as per the relevant provisions of the

Income Tax Act or as per the advice of the Income Tax authority/other competent authority.

11. Contractor's Working Area:

Suitable working area will be provided by NIB to the Contractor. The Contractor may have to carry out cutting/filling work for making his working area. The cost of all such works shall be deemed to have been included in the rates and prices quoted for the works and no extra payment shall be made on this account.

12. Contractor's Temporary Structures:

The Contractor may, at his own expenses and subject to the approval of the NIB, construct office, store, workshop in the area allocated to him and remove the same as per the orders of NIB on completion of works. The Contractor shall furnish such details of his temporary works as may be called for by NIB and the Contractor shall satisfy NIB as to their safety and efficiency. NIB may direct those temporary work which he considers unsafe or inefficient be removed and replaced in a satisfactory manner. The contractor shall immediately follow NIB's directions/instructions.

The contractor shall make his own arrangement at his own expense for labour camp/accommodation of his labour and staff and their conveyance to site as no workers/staff shall unless with the specific approval of NIB be allowed to stay within the site. Gate passes shall be issued by NIB to authorize the contractor's staff and workers to enter the site.

13. Procurement of Various Materials:

The Employer will not supply any materials required for the horticulture development works under this Contract. The Contractor must, therefore, make his own arrangement for timely procurement of various materials including garden soil, manure, grass and plants etc.

14. Water Supply & Power Supply:

Water Supply & Power Supply will be given by NIB free of cost at one point.

Non availability of power supply and/or water from whatever source shall not entail any additional claims or extension of contract period in this account.

15. Inspection of Materials:

All materials used in the work shall be subjected to inspection. The contractor shall deliver the samples of materials to NIB in a manner as directed. The cost and charges for sampling of materials and delivering the same to NIB shall be borne by the contractor and shall be deemed to be included in the rates and prices quoted in the Price-bid.

16. Approval of Samples prior to use:

The contractor shall submit the samples of materials, he propose to use in the works for prior approval of NIB. Any materials not confirming to the approved samples shall be rejected.

17. Rates/Prices:

The quoted rates/prices for the items shall be complete in all respect including all labour, materials, plant and machinery, tools and tackles, all taxes, duties, levies, octroi, statutory levies applicable from time to time etc. The contractor should quote his rates/prices accordingly for the complete items in all respects.

APPENDIX TO TENDER

Important Clause	Remarks
Amount of Performance Security	10% of the contract price in the form of Bank Guarantee
Minimum amount of third party Insurance	Rs. 1,00,000.00 (Rs. One Lac Only) for any one incident, number of incidents unlimited.
Amount of Liquidated damages	½% of Contract price per week of delay.
Limit of Liquidated damages	10% of Contract price
Maintenance Period	30 days or more after completion of work till the grass forms a thick layer free from weeds and fit for mowing.
Time of Completion	2 (two) calendar months



NATIONAL INSTITUTE OF BIOLOGICALS
Plot No.A-32, Sector-62(Institutional Area), NOIDA-201 307(U. P.)
Tel: 0120-2400022, 2400072, Fax: 0120-2400074, 2403014
E-mail: info@nib.gov.in Website: www.nib.gov.in

TENDER NO. S.1-160/2011/NIB/ENGG(C)

TENDER

FOR

**"HORTICULTURE DEVELOPMENT WORKS AT NIB,
NOIDA".**

VOLUME - II

GENERAL CONDITIONS OF THE CONTRACT

AUGUST - 2011

General Terms & Conditions of the Contract

1. Definitions:

The Contract is the contract between the Employer (NIB) of the one part and the Contractor of the other.

The Contractor is a person or corporate body whose bid to carry out the Works has been accepted by the Employer.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Contract data refers to "Appendix to Tender"

A Subcontractor is person or corporate body who has a contract with the Contractor to carry out a part of the work of the Contract.

Temporary Works are works designed, constructed, installed, and removed by the Contractor, which are needed for construction of the Works.

A Variation is an instruction given by NIB, which varies scope of the Work.

The Works are what the Contract requires the Contractor to develop or construct and hand over to the Employer.

2. Interpretation:

In interpreting the Conditions of Contract, singular also means plural, male also means female, and vice versa. Words have their normal meaning under the language of the Contract unless specifically defined.

3. Language of Contract:

The language of the Contract shall be English/Hindi.

4. NIB's Decisions:

NIB's nominated officer/s are to decide contractual matters between NIB and the Contractor fairly and impartially.

5. Delegation:

NIB may delegate duties and responsibilities of the Engineer to any of its officer after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications:

Communications between parties, which are referred to in the conditions, are effective only when in writing.

7. Sub-Contracting:

The Contractor may subcontract with the permission of NIB but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8. Priority of Contract Documents:

The priority of the documents forming the contract shall be as follows:

1. Price Bid (Vol - III)
2. Specific Condition of Contract (Vol-I)
3. General Condition of Contract (Vol-II)
4. C.P. W.D. Specifications

9. Risks:

All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor. Excepted Risks are:

- a. (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
- (iii) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

- b. loss or damage due to the use or occupation by the Employer of any section or part of the Permanent Works, except as may be provided for in the Contract.
- c. loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible.

10. Insurance:

The following insurance cover is to be provided by the Contractor in the joint names of the Employer and the Contractor for the period from the commencement date to the end of the Defects Liability Period or of the last Defects Correction Period whichever is later:

- (a) Cover against damage to other people's property caused by the Contractor's acts or omissions.
- (b) cover against death or injury caused by the Contractor's acts or omissions to
 - (i) anyone authorized to be on the Site
 - (ii) third parties who are not on the Site
- (c) Cover against damage to the works and materials during construction.

Policies and certificates for insurance are to be produced by the Contractor to NIB if required before the commencement date and subsequently as NIB may require.

If the Contractor does not produce any of the policies and certificates required, the Employer may effect the insurance for which the Contractor should have produced the policies and certificates and recover the premiums it has paid from payments due to the Contractor.

Alterations to the terms of insurance may be made either with the approval of the NIB or as a result of general changes imposed by the insurance company with which the insurance policy is effected.

Both parties are to comply with conditions of the insurance policies.

11. Indemnities:

The Contractor is liable for and indemnifies the Employer against losses, expenses and claims for loss or damage to physical property, personal injury, and death caused by his own acts or omissions.

The Contractor indemnifies the Employer against claims for damage caused by the movement of his Equipment or Temporary works outside the Site.

12. The works to be completed by the intended completion date:

The Contractor may begin the Works on the Start Date and is to carry out the Works in accordance with the program submitted by him, as updated with the approval of the Engineer, and complete them by the Intended Completion Date i.e. 2 (two) calendar months from the date of commencement.

13. Approval of contractor's temporary works:

The contractor is to submit plans showing his proposed Temporary Works to NIB for this approval

The Contractor is responsible for design of Temporary Works.

NIB's approval does not alter the Contractor's responsibility for his design of the Temporary Works.

14. Safety:

The Contractor is responsible for the safety of all activities on the Site.

15. Possession of the site:

The Employer is to give possession of the site to the Contractor. If possession of a site is not given the Employer is deemed to have delayed the start of the relevant activities.

16. Access to the site:

The Contractor is to allow NIB and any person authorized by the NIB access to the Site in connection with the Contract being carried out or is intended to be carried out.

17. Instructions:

The Contractor shall carry out all instructions of NIB.

18. Procedure for disputes:

If any dispute or difference of any kind what so ever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, or

the execution of the works, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the contract, it shall, be settled under the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. Such arbitration shall be settled by Sole arbitrator who shall be appointed by Director, NIB. The arbitration shall take place in New Delhi unless both parties agree otherwise.

19. Program of work:

The Contractor shall submit to NIB for its approval a program showing the general methods, arrangements, timing for all the activities in the Works so as to complete the work within a period of **02 (two) months**.

NIB's approval of the program does not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Engineer again at any time. A revised program is to show the effect of variations.

20. Extension of the Completion date:

NIB is to extend the completion date if an event not attributable to the contractor causing delay occurs or a variation is issued which makes it impossible for completion to be achieved by the scheduled completion date.

NIB is to decide whether and by how much to extend the completion date within 21 days of the Contractor asking him to decide upon the effect of an event causing delay or variation and submitting full supporting information.

21. Delays ordered by NIB:

NIB may instruct the contractor to delay the start or progress of any activity pertaining to the work.

22. Identifying defects:

NIB is to check the contractor's work and to notify the contractor of any Defects, which he finds. Such checking does not affect the Contractor's responsibilities. NIB may instruct the Contractor to search for a Defect in any work, which he considers may have a Defect.

23. Correction of defects:

NIB is to give notice to the Contractor of any Defects of which he is aware before the end of the maintenance period.

The Contractor is to correct defects which he notices himself before the end of the maintenance period.

24. Bill of quantities:

The Bill of Quantities contains items for the work to be done by the Contractor.

The Bill of Quantities is used to calculate the Contract Price. Its quantities are only indicative and the actual quantities will be as per the site measurement. The Contractor is to be paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

25. Changes in the quantities:

The Contractor has to carry out the work at the same rate, terms & Conditions even if the final cost of work varies by more than 20 percent.

26. Payments for variations:

If the contract does not contain any rates or prices applicable to the varied work, the rates and prices in the contract shall be used as basis for valuation so far as may be reasonable, failing which, after due consultation by NIB with the Contractor, suitable rates or prices shall be agreed upon between NIB and the Contractor. In the event of disagreement, NIB shall fix such rates or prices as are, in his opinion, appropriate based on CPWD norms and shall notify the contractor accordingly.

27. Payment certificates:

The contractor shall submit to NIB monthly statements of the value of the work completed less the cumulative amount certified previously on a printed proforma (prepared at the cost of Contractor)

NIB shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

NIB may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

28. Payments:

The Employer is to pay the Contractor the amount certified by him within 15 days of the submission of corrected monthly statement of work done. However, 75% of estimated amount as determined by NIB will be made within 10 working days from the date of submission of the bill by the contractor in the prescribed format as approved by NIB. Final bill will be paid within a period of 2 months after certification by NIB & upon successful handing over of the works.

29. Tax:

Tax shall be deducted as applicable from the certified bills.

30. Cost of Labour:

The Contractor has to follow all labour laws and regulations of the State or Central Govt. or both as the case may be. The Contractor shall be deemed to have allowed in his Tender Price for the full cost of labour having due regard to the provision of all labour legislation of the Central and State Government which are in force on the date of the tender and which are applicable to labour engaged for in the Contract.

31. Liquidated damages:

If the contractor fails to complete execution of works within the relevant time as specified in the Contract Date / Extended date, the contractor shall pay the Employer the relevant sum as stated in the Contract Data as liquidated damages for every day or part of a day which shall elapse between the relevant time of completion and the date stated in completion certificate.

32. Advance payment:

No advance payment will be given by the Institute.

33. Securities:

The performance securities/ guarantee are to be provided to the Employer and to be issued in a form and by a Nationalized bank/Schedule bank acceptable to the Employer.

If there is no reason to invoke the Performance security, the same shall be returned by the Employer after maintenance period.

34. Completion:

On the request of the contractor NIB is to issue a certificate certifying completion of works to the Contractor when he decides that the work is actually completed.

35. Final account:

The Contractor is to furnish to NIB a detailed account of the total amount which he considers is payable to him under the Contract before the end of the maintenance period. NIB is to certify any final payment, which is due to the Contractor within 25 days of receiving the Contractor's account if it is correct and complete. If it is not, NIB is to issue a schedule which states the scope of the corrections or additions which are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, NIB is to decide on the amount payable to the Contractor.

36. Remedies and Powers due to Default of Contractor:

If the contractor shall become bankrupt.

- a) Has abandoned the contract, or
- b) Without reasonable excuse has failed to commence the work or has suspended the progress of the works for ten (10) days after receiving from NIB the written notice to proceed, or
- c) Has failed to remove materials from the Site or to pull down and replace work ten (10) days after receiving from NIB written notice that the said materials or work had been condemned and rejected by NIB under these conditions, or
- d) Despite previous warnings by NIB, in writing, is not executing the work in accordance with the contract, or is persistently or flagrantly neglecting to carry out his obligations under the Contract, or
- e) Has to the detriment of good workmanship or in defiance of the NIB's instructions to the contrary, sublet any part of the contract, then all the events mentioned in this clauses 54.1 shall for the avoidance of doubt be breach of this contract and the Employer may after giving fourteen (14) days notice to the contractor, enter upon the site and the works and expel the contractor there from without thereby voiding the contract or releasing the Contractor from any of his obligations or liabilities under the contract, or affecting the rights and powers conferred on the Employer by the contract and may himself complete the works or may employ any other contractor to complete the works. The Employer or such other contractor may use for such completion so much of the constructional plant, Temporary works and materials, which have been or are deemed to be

reserved exclusively for the execution of works under the provisions of the contract, as he or they may think proper, and the Employer may at any time sell any of the said constructional plant, Temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him from the contractor under contract.

37. Valuation at date of forfeiture:

NIB shall as soon as may be practicable after any such entry and expulsion fix and determine ex-parte, or by or after reference to the parties, or such investigation or enquiries as he may think fit to make or institute, and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the contractor in respect of work then actually done by him under the contract and the value of any of the said unused or partially used materials any constructional plant and any Temporary works.

38. Payment after forfeiture:

If the Employer shall enter and expel the contractor under this clause, he shall not be liable to pay to the contractor any money on account of the contract until the expiration of the Defects Notice period and thereafter until the costs of execution and maintenance, damages for delay in completion, if any and all other expenses incurred by the Employer have been ascertained and the amount thereof certified. The contractor shall then be entitled to receive only such sum or sums, if any as NIB may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the contractor on due completion by him then the Contractor shall, upon demand pay to the Employer the amount of such excess and it shall be deemed a debt due by the contractor to the Employer and shall be recoverable accordingly.

39. Property:

All materials on the Site, Plant and Equipment owned by the Contractor, Temporary works and works are deemed to be the Property of Employer and are at his disposal if the Contract is terminated because of a fundamental breach of Contract by the Contractor.

40. Progress of Work:

Contractor has to achieve the progress as per agreed schedule. If due to reason not attributed to the Employer there is any delay in the progress and it is not improved within 7(seven) days of notice NIB will arrange any other agency to carry out the works at the risk and cost of the contractor.

41. Inspection of materials:

All materials whatever required and decided by NIB are subject to inspection by NIB.

42. Extra Items:

The Extra items are to be executed only when if required and given in writing by NIB for whom the contractor has to submit the request in writing along with analysis of the rates of any such items and the rates will be worked out based on the CPWD norms/DAR. In case the Item is not available in the DSR/DAR or in case of any dispute, the same will be derived from the existing market rates on actual basis. In case of disagreement on the rates, NIB's decision will be final and binding. The Current market rates will be taken to derive the rates based on DAR norms.

43. Maintenance Period:

In these conditions the expression "Maintenance Period" shall mean the period named in Appendix to tender, calculated from the date of completion of the works certified by NIB.

FORM OF AGREEMENT

AGREEMENT

This Agreement made the _____ day of _____ 2011 between M/s National Institute of Biologicals, Plot No. A-32, Sector - 62 (Institutional Area), NOIDA-201 307 (U.P.) who enters into this Agreement of the one part and M/s _____ (hereinafter called "the contractor") of the other part. Whereas the Employer (NIB) is desirous that certain works should be executed by the Contractor, viz "HORTICULTURE DEVELOPMENT WORKS AT NIB, NOIDA" and has accepted a bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

Now this Agreement witnessed of follows:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. viz.
 - (a) The Letter of Acceptance
 - (b) The said bid
 - (c) The conditions of Contract/Tender document
 - (d) The Price-Bid
 - (e) Any other relevant documents referred to this Agreement or in the aforementioned documents.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or only such sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof, the parties hereto have caused this Agreement to be executed the day and year first before written.

Signed, Sealed, and Delivered by the Said _____

Binding Signature of NIB _____

Binding Signature of Contractor _____

in the presence of

Witness (1) :

Witness (2) :

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalized Bank of Scheduled Bank)

To

M/S National Institute of Biologicals.,
Plot No. A-32, Sector-62(Institutional Area),
NOIDA-201 309(U.P)

Dear Sir,

In consideration of National Institute of Biologicals, hereinafter called Employer which expression shall include his successor and assigns having awarded the work of "HORTICULTURE DEVELOPMENT WORKS AT NIB, NOIDA" to M/s _____ (hereinafter referred to as the said Contractor or Contractor' which expression shall whenever the subject to context so permit include its successors and assigns) a contract No. _____ in terms inter alia, of the NIB's Letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the contractor's furnishing security for the performance of the contractor's obligations and discharge of the contractor's liability under (Rupees _____ only) amounting to _____ percent of the total contract value.

1. We _____ (hereinafter called The Bank which expression shall include its successors and assigns) having our branch office at _____ at Registered/ Head Office at _____ a company registered under the Companies Act. 1956) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys anywise payable by the contractor to the Employer under in respect of or in connection with the said contract inclusive of all the Employer's losses and damages and costs (inclusive between attorney and client) charges and expense and other moneys anywise payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee up to an aggregate limit of Rs. _____ (Rupees _____ only).

2. We _____ Bank Ltd. further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to suffered by The Employer on account thereof and the decision of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/or any other security (ies) now or hereinafter held by The Employer and no such dealing(s) reduction(s) increase (s) or other indulgence(s) or arrangements with the contractor or release or forbearance whatsoever shall absolve the bank of the full liability to The Employer hereunder or prejudice the rights of the Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to The Employer in terms hereof.
6. The amount stated in any notice of demand addressed by The Employer to the Bank as liable be paid to The Employer by the Contractor or as suffered or incurred by The Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer or suffered or incurred by The Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of The Employer and liabilities of the contractor arising up to and until midnight of _____

8. The guarantee shall be in addition to any other guarantee or security whatsoever that The Employer may now or at any time anywise may have in relation to the contractor's obligation/or liabilities under and/or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
9. It shall not e necessary for The Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any security which The Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
10. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of The Employer in writing and agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.
11. We _____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein above our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and this guarantee shall remain in force till _____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of a discharged from our liabilities there under.

Dated _____ day of _____ 2011

For and on behalf of Bank

Issued
under
seal:

SPECIFICATIONS FOR WORKS

1. The specifications and mode of measurements of civil works shall be in accordance with C.P.W.D specifications.

Unless otherwise specified in the nomenclature of individual item or in the specifications, the entire work shall be carried out as per the C.P.W.D. specifications with up to date correction slips up to the date of opening of tender.

2. For the items not covered under CPWD Specifications mentioned above, the work shall be executed as per latest relevant standards adopted in the market for similar works.
3. Unless otherwise specified in the bill of quantities, the rates for all items of work shall be considered as inclusive of all ancillary activities for which no extra payment will be made.
4. The contractor shall clear the site thoroughly of all materials and rubbish etc. left out of his work and dress the site to the satisfaction of NIB before the work is considered as complete.
5. The quoted rate shall be for finished work and shall be complete in all respects including the cost of all materials, labour, tools & plants, machinery etc., all taxes, duties, levies, octroi, royalty charges, statutory levies etc. applicable from time to time and any other item required but not mentioned here involved in the operations described above. NIB shall not be supplying any material, labour, plant etc.



NATIONAL INSTITUTE OF BIOLOGICALS

Plot No.A-32, Sector-62(Institutional Area), NOIDA-201 307(U.P)

Tel: 0120-2400022, 2400072, Fax: 0120-2400074, 2403014

E-mail: info@nib.gov.in

Website: www.nib.gov.in

Tender No. S.1-160/2011/NIB/Engg. (Civil)

BILL OF QUANTITY

Name of Work: Horticulture development work at NIB, Noida.

<i>Sl. No</i>	<i>Description of Work</i>	<i>Unit</i>	<i>Qty.</i>
1.	Clearing jungle including uprooting of rank vegetation, grass, bush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish outside the periphery of NIB Campus in the dumping ground. The dumping ground will be located/ seen by the contractor before quoting the rate.	100 Sqm.	70
2.	Excavation in dumped stone or malba including stacking of serviceable and unserviceable material separately and disposal of unserviceable material out side NIB campus in the dumping ground. The dumping ground to be located/ seen by the contractor before quoting the rate.	Cum.	1200
	Trenching in ordinary soil up to depth of 60cm including removal and stacking of serviceable materials and then disposing of by spreading and neatly leveling with in a lead of 50m and making up the trenched area to proper levels by filling with earth or earth mixed with sludge or/ and manure before and after flooding trench with water (excluding cost of imported earth, sludge or manure).	Cum.	180
3.	Flooding the ground with water including making kiaries and dismantling the same.	100 Sqm.	70
4.	Uprooting weeds from the trenched area after 10 to 15 days of its flooding with water including disposal of uprooted vegetation.	100 Sqm.	70
5.	Rough dressing the trenched ground including breaking clods.	100 Sqm.	70
6.	Fine dressing the ground.	100 Sqm.	70
7.	Spreading of sludge, dump manure or/ and good earth in required thickness (cost of sludge, dump manure or/ and good earth to be paid for separately).	Cum.	650
8.	Mixing earth and sludge or manure in proportion specified or directed.	Cum.	650
9.	Supplying stacking good earth at side including royalty and carriage up to 1 km (earth measured in stacks will be reduced by 20% for payment)	Cum.	500

10	Supplying and stacking at site dump manure from approved source, including carriage up to 1 Km (sludge measured in stack will be reduced by 8% for payment).	Cum.	150
11.	Grassing with selection-I grass including watering and maintenance of the lawn for 30 days or more till the grass forms a thick layer free from weeds and fit for mowing including supplying good earth if needed (the good earth shall be paid for separately).	Sqm.	7000
12.	Supply of Enemy plants for making hedge and including making beds & plantation along the road edge including their maintenance for 30 days after completion.	No.	11000

Stamp of bidder with signature of authorized signatory

NATIONAL INSTITUTE OF BIOLOGICALS

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E-mail: info@nib.gov.in

Website: www.nib.gov.in

TENDER NO. S.1-160/2011/NIB/ENGG(C)

TENDER FOR

“HORTICULTURE DEVELOPMENT WORKS AT NIB, NOIDA”.

VOLUME - III

PRICE - BID

AUGUST – 2011

NATIONAL INSTITUTE OF BIOLOGICALS

Plot No.A-32, Sector-62(Institutional Area), NOIDA-201 307(U.P)

Tel: 0120-2400022, 2400072, Fax: 0120-2400074, 2403014

E-mail: info@nib.gov.in

Website: www.nib.gov.in

Tender No.S.1-160/2011/NIB/Engg. (Civil)

PRICE - BID

Name of Work: Horticulture development work at NIB, Noida.

<i>Sl. No</i>	<i>Description of Work</i>	<i>Unit</i>	<i>Qty.</i>	<i>Rate in figures & words (Rs.)</i>	<i>Amount in figures & words (Rs.)</i>
1.	Clearing jungle including uprooting of rank vegetation, grass, bush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish outside the periphery of NIB Campus in the dumping ground. The dumping ground will be located/ seen by the contractor before quoting the rate.	100 Sq.m.	70		
2.	Excavation in dumped stone or malba including stacking of serviceable and unserviceable material separately and disposal of unserviceable material out side NIB campus in the dumping ground. The dumping ground to be located/ seen by the contractor before quoting the rate.	Cum.	1200		
	Trenching in ordinary soil up to depth of 60cm including removal and stacking of serviceable materials and then disposing of by spreading and neatly leveling with in a lead of 50m and making up the trenched area to proper levels by filling with earth or earth mixed with sludge or/ and manure before and after flooding trench with water (excluding cost of imported earth, sludge or manure).	Cum.	180		
3.	Flooding the ground with water including making kiaries and dismantling the same.	100 Sq.m.	70		

4.	Uprooting weeds from the trenched area after 10 to 15 days of its flooding with water including disposal of uprooted vegetation.	100 Sqm.	70		
5.	Rough dressing the trenched ground including breaking clods.	100 Sqm.	70		
6.	Fine dressing the ground.	100 Sqm.	70		
7.	Spreading of sludge, dump manure or/ and good earth in required thickness (cost of sludge, dump manure or/ and good earth to be paid for separately).	Cum.	650		
8.	Mixing earth and sludge or manure in proportion specified or directed.	Cum.	650		
9.	Supplying stacking good earth at side including royalty and carriage up to 1 km (earth measured in stacks will be reduced by 20% for payment)	Cum.	500		
10	Supplying and stacking at site dump manure from approved source, including carriage up to 1 Km (sludge measured in stack will be reduced by 8% for payment).	Cum.	150		
11.	Grassing with selection-I grass including watering and maintenance of the lawn for 30 days or more till the grass forms a thick layer free from weeds and fit for mowing including supplying good earth if needed (the good earth shall be paid for separately).	Sqm.	7000		
12.	Supply of Enemy plants for making hedge and including making beds & plantation along the road edge including their maintenance for 30 days after completion.	No.	11000		
	Total				

Amount (in words) Rs.

Stamp of bidder with signature of authorized signatory,