

# **NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE**

(Department of Biotechnology)  
(Ministry of Science and Technology, Govt. of India)  
Knowledge City, Sector-81, SAS Nagar, Mohali, Punjab

## **EXPRESSION OF INTEREST- DOCUMENT**

**NABI/6(66)/2018-GEN**



EOI DOCUMENT

**EOI FOR LEASE OF SPACE FOR INSTALLATION OF ATM IN  
NABI PREMISES AT SECTOR-81, MOHALI ON AS IS WHERE IS  
BASIS**

NAME AND ADDRESS OF THE BIDDER

.....

**SECTION-I**

**EXPRESSION OF INTEREST**

**NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE  
NABI/6(66)/2018-GEN**

**OFFICE OF ISSUE**

**:NABI, MOHALI**

<b>Date of Issue</b>	<b>: 25.5.2018</b>
<b>EOI available from</b>	<b>:25.5.2018</b>
<b>Due date of Receipt of Bid</b>	<b>:15.06.2018</b>
<b>Opening date of Bid</b>	<b>:15.06.2018</b>
<b>Tender Fee (Non-refundable)</b>	<b>: Rs 590</b>
<b>EMD (Bid Security)</b>	<b>: Rs 10,000/-</b>
<b>Min. Reserve price (inclusive of GST)</b>	<b>: Rs 9,440/ per month</b>

Sealed limited EOIs are invited on behalf of Executive Director, NABI for lease of space for installation of ATM in NABI (on as is where is basis) at its premises in Sector-81, Mohali.

All public and private sector scheduled banks authorized by Reserve Bank of India are eligible to participate. The bids shall be received latest by 15.06.2018 1500 hrs and opened on same day at 15.30 Hrs.

Bid security in the form of Demand Draft will be Rs 10,000/-.

Intending bidders may obtain the copy of the Bid Documents on application from the NABI office on payment of Rs. 590/-(Rupees One thousand fifty only), (non-refundable) from 25.05.2018 to 14.06.2018 between 11.000 Hrs to 16.00 Hrs on all working days. The payment will be accepted in the form of cash or demand draft in favour of "National Agri-Food Biotechnology" payable at Mohali.

Intending bidders can also download the bid document from the website [www.nabi.res.in](http://www.nabi.res.in). The payment of Rs 590/- (Non - refundable) as cost of the bid document is required before or at the time of submission of Bid. The Bid will be considered only if the cost of Bid document has been paid as per detail given in the above para.

**Manager (Administration), NABI**

**IMPORTANT INSTRUCTIONS TO APPLICANTS WHO HAVE DOWNLOADED THE  
TENDER DOCUMENTS FROM WEB.**

The applicants, who have down loaded the EOI DOCUMENTS from the web, should read the following important instructions carefully before submitting the EOI DOCUMENTS.

- a) The applicants should see carefully & ensure that the complete EOI Document including schedule of lay outs are down loaded fully.
- b) The printout of EOI Document should be taken on 'A4' size paper only & the printer settings, etc; are such that document is printed as appearing in the web & there is no change in formatting, number of pages etc.
- c) The applicant should ensure that no page in the down loaded EOI Document is missing.
- d) The applicant should ensure that all pages in the down loaded EOI Document are legible & clear & are printed on a good quality paper.
- e) The applicant should ensure that every page of the down loaded EOI Form is signed by applicant with stamp (seal)
- f) On first page of the down loaded EOI Document, the name of the applicant should be filled by the applicant.
- g) The applicant should ensure that the down loaded EOI Document is properly bound and sealed before submitting the same.
- h) In case of any correction / addition / alteration / omission in the EOI Form, it shall be treated as non – responsive and shall be rejected.
- i) The applicant shall furnish a declaration to this effect that no addition deletion / corrections have been made in the EOI Document submitted and it is identical to the EOI Document appearing on Web – site.
- j) The applicant should read carefully and sign the declaration given below before submitting the“EOI DOCUMENT” .
- k) In case of any doubt in the down loaded “EOI DOCUMENT” document, the same should be got clarified from the Manager Administration, NABI before submitting the “EOI” document.

## DECLARATION

### (TO BE GIVEN BY THE BIDDERS WHO HAVE DOWNLOADED THE BID DOCUMENT FROM THE NABI WEBSITE)

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It is to certify that

- 1) I / we have submitted the Bid in the Pro forma as downloaded **directly from the NABI website**.
- 2) I / We have submitted Bid documents which **are same / identical** as available in the **NABI** website.
- 3) I / we have **not made any modification / corrections / additions etc.** in the Bid documents downloaded from **NABI** website by me / us.
- 4) I / We have checked that **no page is missing** and all pages as per the index are available & that all pages of Bid document submitted by us are **clear and legible**.
- 5) I / we have **signed (with seal) all the pages** of the Bid document before submitting the same.
- 6) I / we have sealed the Bid documents properly before submitting the same.
- 7) I / We have submitted the **cost of Bid** along with the Bid security.
- 8) I have read carefully and understood the important instructions to all the bidders & to bidders who have down loaded the Bid documents from the **NABI** website.
- 9) In case at any stage later, if it is found that there is difference in our downloaded Bid documents from the original, NABI shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.
- 10) In case at any stage later, if it is found that there is difference in our downloaded Bid documents from that of the original, the Bid / work will be cancelled and Bid security/ Adjustable Security Deposit will be forfeited at any stage whenever it is so noticed. The department need not pay any damages to me / us on this account.
- 11) In case at any stage later, it is found that there is difference in our downloaded bid documents from that of the original, I / We may also be debarred for further participation in the bid in the concerned NABI and would also render me / us liable to be removed from the new EOI agreement with NABI.

Dated .....

**Authorised Signatory  
(SIGN WITH SEAL)**

## **SECTION II**

### **INSTRUCTIONS TO BIDDERS**

#### **1. INTRODUCTION**

Lease of space for installation of Bank ATM in NABI premises on **lease rent** basis. (As is where is basis).

#### **DEFINITIONS**

- a) "Agreement" means the terms and conditions agreed between the .....Bank and NABI and also open to all scheduled banks.
- b) "The Bidder" means the Scheduled Banks which is invited to participate in the tender and submits its bid.
- c) " NABI" means NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE
- d) "The Bank" means the Scheduled Bank.

#### **2. ELIGIBLE BIDDERS**

All scheduled banks are eligible to participate.

#### **3. COST OF BIDDING**

The bidder shall bear all costs associated with the purchase /downloaded and submission of the bid. NABI will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. Cost of Bid Documents is fixed as **Rs.590 /-**

#### **4. BID DOCUMENTS**

Bidder is expected to examine all instructions, forms, terms and conditions in the Bid Documents. Bidders are advised to inspect and satisfy themselves before submitting their bids as to the form and nature of the site, the means of access to the site, the accommodation they may require and in general, all necessary information. Submission of bid by a bidder implies that he has read this notice and all other Bid documents. Failure to furnish any information required as per the Bid Documents or submission of the bids documents in any respect shall be at the bidder's risk and may result in rejection of the bid.

#### **5. CLARIFICATION OF BID DOCUMENTS:**

A prospective bidder, requiring any clarification of the Bid Documents shall notify NABI in writing or e-mail:- [purchase@nabi.res.in](mailto:purchase@nabi.res.in) latest by 8<sup>th</sup> June 2018. NABI shall respond in writing to any request for clarification of the Bid Documents and if required corrigendum shall be uploaded on website.

#### **6. AMENDMENT OF BID DOCUMENTS**

- i. At any time, prior to the date of submission of Bids, NABI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.
- ii. The amendments, if any shall be notified only on nabi website [www.nabi.res.in](http://www.nabi.res.in) . These amendments will be binding on all prospective bidders.
- iii. Any clarification issued by NABI in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.
- iv. In order to afford prospective bidders a reasonable time to take the amendment into account for submission of their bids, NABI may, at its discretion, extend the time for the submission of bids suitably.

## 7. PREPARATION OF BIDS

### DOCUMENTS COMPRISING THE BID

The bid documents by the bidder shall comprise of three separate covers containing

- (i) Tender document.
- (ii) Bid Security/EMD
- (iii) Authorisation by Bank for signatory
- (iv) Price Schedule as per format prescribed in Section V
- (v) DD for **Rs. 590/-** towards cost of bid documents, if the bid document is downloaded from internet or Rs 590 /- in cash in case purchased from NABI office. (Receipt to be attached)
- (vi) undertaking for submission of refundable security deposit

## 8. BID FORM

The bidder shall complete the Bid Form as per format specified vide Section VI furnished with the Bid Documents.

## 9. BID PRICES

The Bank shall give the price per ATM per month, listed in the Price schedule and the price indicated shall be exclusive of taxes. GST or any other tax as applicable shall be payable to NABI by bank extra above the quoted price.

## 10. DOCUMENTS ESTABLISHING CONFORMITY TO BID DOCUMENTS:

10.1 The bidder shall furnish, as part of the bid documents for establishing the bidder's eligibility, the following documents and any other relevant documents to meet the terms and conditions of Bid Documents.

1. Power of Attorney authorizing person(s) to sign the bid documents.
2. Bid Form duly signed on all pages.
3. All other items prescribed to be enclosed along with the bid document.

## 11. BID SECURITY

- i. The bidder shall furnish, as part of his bid, a bid security in favour of **“National Agri-Food Biotechnology Institute”** in the form of Demand Draft for an amount of **Rs.10,000/- (Rupees Ten Thousand Only)**.
- ii. The bid security is required to protect NABI against the risk of bidder's conduct, which would warrant the security's forfeiture.
- iii. A Bid without DD shall be rejected by NABI as non-responsive at the bid opening stage and returned to the bidder unopened.
- iv. The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by the NABI.
- v. The successful bidder's bid security will be discharged upon the bidder's acceptance of Letter of Intent satisfactorily in accordance with **clause 25 & Clause 26** and furnishing the adjustable advance security deposit.
- vi. The bid security shall be forfeited:
  - a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form as per clause 12, OR
  - b) In the case of a successful bidder, if the bidder fails :
    - (i) To sign the contract in accordance with clause 25 & 26

- or
- (ii) To submit DD as refundable security deposit in accordance with clause 3

## **12. PERIOD OF VALIDITY OF BIDS**

Bid shall remain valid for **90 days** after the date of opening of bids prescribed by NABI. A bid valid for a shorter period shall be rejected by the NABI as non-responsive.

In exceptional circumstances, the NABI may request the bidders consent for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

### 13. FORMAT AND SIGNING OF BID

- i. The original and all other copies of Bid documents purchased /downloaded shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. The bids submitted shall be sealed properly.
- ii. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.
- iii. In case of downloaded bid from NABI web site, the bid in which the price to be quoted should be properly bound and sealed. Loose submission and declaration form not duly signed shall be liable to be rejected.

### 14. SUBMISSION OF BIDS SEALING AND MARKING OF BIDS

- i. The bid form, complete in all respects, as indicated in the Bid documents should be kept in a cover and submitted under properly sealed condition.
- ii. The envelopes shall be addressed to the NABI at the following address:  
**O/o Manager (Administration), NABI , Mohali 140306 .**
- iii. The envelopes shall bear "**Bid for renting of space for installation of ATMs in NABI Premises (as is where is basis)** ", the bid number. The sealed covers shall be dropped in the tender box provided at the ground floor reception of NABI on due date. The responsibility for ensuring that the tenders are delivered  
in  
Time would vest with the bidder.
- iv. **VENUE OF BID OPENING:** Bids shall be opened at the **O/o Manager Administration, NABI** On 15.06.2018 at **15.30 Hrs.** If due to administrative reason the venue / date of Bid opening is changed it will be displayed prominently uploaded on website .

### 15. SUBMISSION OF BIDS

Bid shall be submitted in following manner:

- 15.1 In case the EOI document is down loaded from NABI website [www.nabi.res.in](http://www.nabi.res.in)
- 15.1.1 "Bid security and cost of the Bid shall be placed in sealed envelope-1 marked "Bid security and cost of the Bid".



15.1.2 The "Bid Documents" shall be placed in sealed envelope-2 and will be superscripted as "Bid Document"

15.1.3 The sealed envelope - 1 & 2 as above containing "Bid security and cost of the Bid", and the " price Bid" shall be in placed in another sealed envelope -3.

15.1.4 All the three envelopes shall be superscripted with following data on it.

- (i) Name of work
- (ii) Name of Bidder.
- (iii) Last date of receipt of bid.

15.2 In case the Bid document is purchased from the office of Manager Administration, NABI at Sector-81, Mohali

15.2.1 Proof for paying the cost of Bid documents, DD for **Rs.10,000/-** towards Bid security to be placed in sealed envelope – 1

15.2.2 Envelope - 2 will as per Para 15.1.2

15.2.3 The sealed envelopes-1 & 2 shall be placed in another sealed envelope – 3 as per

15.1.3. Bids must be received by the NABI at the address specified under para 15.2 up to 1500 hours on 15.06.2018.

NABI may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the NABI and bidders thereafter be subjected to the deadline as extended.

## **16. LATE BIDS**

Any bid received by NABI after the deadline for submission of bids prescribed by the NABI shall be rejected and returned unopened to the bidder.

## **17. MODIFICATION AND WITHDRAWAL OF BIDS**

- i. The bidder may modify or withdraw the bid after submission provided that the written notice of the modification or withdrawal is received and acknowledged by NABI prior to the deadline prescribed for submission of bids.
- ii. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 7 to 15 of Section II. A withdrawal notice may also be sent by FAX but followed by the signed confirmation copy by post, marked not later than the deadline for submission of bids.
- iii. No bid shall be modified subsequent to the deadline for submission of bids.

## **18. BID OPENING AND EVALUATION**

### **OPENING OF BIDS BY NABI**

- i. The NABI shall open the bids in the presence of bidders or their authorized representatives who choose to attend, at **15.30 Hrs** on due date. The bidder's representatives who are present shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. **(A FORMAT IS GIVEN IN SECTION VIII).**
- ii. A maximum of one representatives for any bidder shall be authorized and permitted to attend the bid opening.

- iii. The Bidder's names, modifications, bid withdrawals and such other details as the NABI may at its discretion, consider appropriate will be announced at the time of opening.

## 19. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the NABI may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing.

## 20. EVALUATION

- i. NABI shall evaluate the bids to determine whether they are complete, required documents have been furnished, the documents have been properly signed and the bids are generally in order.
- ii. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, the bid shall be rejected.
- iii. Prior to the detailed evaluation, NABI shall determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without any deviations. NABI's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to external evidence.
- iv. A bid, determined as substantially non-responsive will be rejected by NABI and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity.
- v. NABI may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a deviation, provided such waiver doesn't prejudice or effect the relative ranking of any bidder.

## 21. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

The evaluation and comparison of bids shall be based on the lease rentals offered in the Price Schedules in Section V.

## 22. INFLUENCING NABI

No bidder shall try to influence the NABI on any matter relating to its bid, from the time of the bid opening till the time the lease for installation of ATM is awarded. Any effort by a bidder to influence the NABI in the NABI's bid evaluation, bid comparison or 'award of lease' decision shall result in the rejection of the bid.

## 23. AWARD OF CONTRACT

NABI shall consider award of lease for space for installation of ATM only to those eligible bidders whose offers ***have been found commercially acceptable and evaluated as most suitable by the NABI.***

## 24. NABI'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

NABI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of lease without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of NABI's action.

## 25. ISSUE OF LETTER OF INTENT (LOI)

- i. The issue of an LOI shall constitute the intention of the NABI to enter into an agreement with the bidder for leasing the premises for installation of ATMs.
- ii. Within 7 days of issue of the LOI, the bidder shall submit the demand draft **for an amount equivalent to 6 Months' rent** as refundable security deposit in conformity with terms of bid document.

## 26. SIGNING OF CONTRACT

- i. The issue of LOI followed by acceptance by the bidder(s) shall constitute the award of lease to the bidder(s). **The rent shall start from the date of issue of LOI/acceptance letter by NABI.**
- ii. Upon the successful bidder(s) furnishing of refundable security deposit, NABI shall discharge the bid security pursuant to clause 11 (v) of Section II.

## 27. ANNULMENT OF AWARD

- a) Failure of the successful bidder to comply with the requirement of **clause 25 & 26 Section II**, shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the NABI may at its discretion award the work to any other bidder or call for fresh bids.
- b) While all the conditions specified in the Bid Documents are critical and are to be complied special attention of bidder is invited to the following clauses of the bid document, noncompliance of any one of which shall result in out right rejection of the bid.
  - i. The bids will be returned unopened, if covers are not properly sealed.
  - ii. If the eligibility condition as per clause 2, Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 Section II are not enclosed, the bids shall be liable to be rejected without further evaluation.
  - iii. Price Schedule-Prices are not filled in as prescribed in price schedule.

## SECTION III

### GENERAL COMMERCIAL CONDITIONS OF CONTRACT

#### 1. APPLICATION

The general terms and conditions of lease shall apply to lease made by the NABI for letting out of space for installation of ATM.

#### 2. STANDARD CONDITIONS

The installation of ATM in NABI premises *on as is where basis* shall conform to the standards prescribed as under:

1. NABI has got the exclusive right to accept or reject the bid without assigning any reasons.
2. Area to be allocated for ATM shall be 8' x 11' approx. (internal dimensions). The basic structure consisting of RCC column, beams, slab and wall. The room is externally finished ie painted along with MS rolling shutter at entrance. The bank shall internally finish (false ceiling, tile work, painting, AC installation, electrical wiring, doors etc. in the space as per their requirement. However, there shall be no structural modification/damages such as expansion of space/removal of walls, beams, columns etc.
3. All interior works such as false ceiling, wall panelling , aluminium works /glazing work & providing air conditioners etc. will be carried out by the banks themselves and the cost of all electrical installation including the cost of electrical connection for use of ATM shall be borne by the banks. The banks can take only their a/c after expiry of lease period.
4. The lease shall be initially for a period of 03 years with a provision for renewal at the end of each 03 year period at mutually agreed terms.
5. The lease shall be subjected to an escalation clause for enhancement of **rent by 7.5 % on yearly basis**. Monthly rent shall be paid by 7<sup>th</sup> day of every month.
6. Bidder shall provide refundable security deposit for an amount equivalent to six (6) months rent for ATM.
7. The Security Deposit shall stand forfeited in case the bank seeks to vacate the ATM ahead of the completion of minimum lease period of 03 (Three ) years.
8. The bidder shall comply with municipal and other charges. If the Govt./local authority objects to opening of ATM in the NABI premises, then the bank has to vacate the same and NABI shall not be liable to pay any compensation for the same.
9. Electricity charges shall be extra as per actual electricity unit consumption. Electrical connection shall be provided in ATM room at single point. Meter should be installed by bank.
10. ATM premises shall not display any publicity material except its sign board/banner at front outer road side ie entrance side only.
11. Both parties shall have the right to cancel the lease at any time by giving notice of 90 days in writing. If bank vacates the facility before 03 years, their security deposit of 06 months shall be forfeit.
12. All services for connectivity of ATM viz. lease lines/broadband/ internet/telephone lines to be done by bank.
13. Premises shall be used only for the purpose of installation ATMs.
14. The future cost of maintenance, repairs & insurance shall be taken care of by the concerned bank.

*Security arrangement of the ATM shall be the responsibility of concerned Bank. NABI shall not be responsible for any loss of cash, any loss of installation, equipment arising out of any kind of natural calamity, fire, riots, thefts etc.*

### **3. REFUNDABLE SECURITY DEPOSIT**

- i. The Bank shall furnish refundable security deposit to the NABI for an amount equal to six (6) months lease rent within 7 days after the receipt of the LOI to the successful bidder.

### **4. PRICES**

Bank may quote the monthly lease rentals for the premises for the purpose of installation of ATMs as per Price Schedule in Section-V. GST or any other taxes as amended from time to time shall be payable in addition to price quoted by bank.

NABI reserves its right to counter offer the price quoted by the bank.

### **5. CHANGES IN AGREEMENT**

NABI may, at any time, by a written order given to the bank, make changes within the general scope of the lease agreement as per its requirement.

### **6. LIQUIDATED DAMAGES**

The monthly rent should be paid in first week of any month ie latest by 7<sup>th</sup> day of month. Should the Bank fail in payment of monthly lease rent within the above period prescribed, the NABI shall be entitled to recover penal interest at the prevailing rates of State Bank of India for the period of delay. Quantum of liquidated damages assessed and levied by the NABI shall be final and not challengeable by the bank.

### **7. FORCE MAJEURE**

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 3 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the NABI as to whether the services have been so resumed or not shall be final and conclusive.

### **8. TERMINATION FOR DEFAULT**

The NABI may, without prejudice to any other remedy for breach of agreement, by written notice of default, sent to the bank, terminate this agreement in whole or in part,

### **9. TERMINATION FOR INSOLVENCY**

The NABI may at any time terminate the Agreement by giving written notice to the Bank, without compensation to the bank, if the bank becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the NABI.

## **10. ARBITRATION**

In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitrator appointed by Executive Director, NABI. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a NABI officer or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a NABI officer he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement.

The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be the office of the arbitrator or such other places as the arbitrator may decide.

## SECTION IV

### SPECIAL CONDITIONS OF CONTRACT

- i. The special conditions of contract shall supplement the 'Instructions to the Bidder's as contained in Section II & "general (commercial ) conditions of the contract"' as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those mentioned in other sections.
- ii. If the date fixed for opening of bids is subsequently declared as holiday by the NABI, the revised date will be notified. However, in absence of such notifications, the bids will be opened on next working day, time and venue remaining unaltered.
- iii. The DD for bid security as prescribed in clause 11 of section – II of the bid documents for tendered items shall be submitted along with the bids in a separate cover as per the format given in section II should contain full address of the issuing branch of the bank with its telephone number and Fax number. The cover should be super scribed as **"BID SECURITY FOR EOI :**
- iv. In case the document of bid security in the form of DD is not submitted in the manner prescribed, covers containing the bid SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.
- v. ***The NABI reserves the right to offer "counter offer price(s) against Price(s) quoted by any bidder for better commercial interests.***
- vi. Any clarification issued by NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE in response to queries raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid document.

**SECTION V**  
**PRICE SCHEDULE**

To

The Executive Director,  
NABI  
Mohali

Sir,

With reference to the EOI ..... dated ....., we,  
Bank offer the following price to take the space on lease for installation of ATM on lease basis in  
accordance with the terms and conditions mentioned in the above tender.

Sl. No.	Description	Monthly <b>Lease Rent</b> per ATM Offered (Amount in Indian Rupees) **
1	Monthly rent	Rs.....per ATM per month (In figures)  (Rupees.....  .....only) In words. GST or any other taxes as applicable/amended by Govt of India shall be paid extra on above quoted rates.

Yours Faithfully

Signature of the Authorised Signatory of the Bank with seal of the Bank

Note :

- i. The rent shall be enhanced by 7.5 % on yearly basis.
- ii. Amount to be mentioned clearly in Indian form of international numerals.
- iii. No corrections/alterations are permitted while mentioning the amount.
- iv. Amount to be written in both figures and words. If there is any difference between figures and words, the words will prevail.
- v. In case, rates of two or more bidders are same, they shall be given opportunity to revise their prices for better commercial interests of NABI.



**SECTION – VI**

**BID FORM**

EOI No..... dated .....

The Executive Director,  
NABI

Dear Sir,

1. Having examined the conditions of tender and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer our bid for lease of space for installation of ATMs in NABI premises in conformity with the said conditions of contract.
2. We undertake, if our Bid is accepted, to commence the work as per terms of the Bid Document for installation of ATMs in NABI premises.
3. If our Bid is accepted, we will submit the DD for a sum equal to six (6) months' rent
4. Until a formal Letter of Intent of agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. Bid submitted by us is properly sealed so as to prevent any subsequent alteration and replacement.

Dated this ..... day of ..... 2018

Name and Signature .....

In the capacity of .....

Duly authorised to sign the bid for and on behalf of .....

witness .....

Address

.....  
Signature

**SECTION-VII**

**UNDERTAKING FOR SUBMISSION OF REFUNDABLE SECURITY DEPOSIT**

1. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable without any demure, merely on a demand from the NABI stating that the amount claimed is due by way of REFUNDABLE SECURITY DEPOSIT of SIX (6) MONTHS RENT. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the NABI in these counts shall be final and binding on the Bank.

Date the \_\_\_\_\_ day of \_\_\_\_\_

For \_\_\_\_\_

(Indicate the name of the bank)

Full Address of the Bank

Telephone No. of the branch

Fax No. of branch

Signature of witness  
Full address of Branch  
Name & Address of witness  
Tel No. of Branch  
Fax No. of Branch

**SECTION VIII**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach before date of bid opening)

To

The Executive Director,  
NABI

Subject: Authorisation for attending bid opening on \_\_\_\_\_ (date) in the Tender of  
\_\_\_\_\_.

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_ (Banker) in order of preference given below.

Order of Preference  
Name

Specimen Signatures

I.

Alternate  
Representative

Signatures of bidder

Or

Officer authorised to sign the bid  
Documents on behalf of the bidder.

Note: 1. Maximum of one representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not received.

