

TECHNICAL BID

Name of work: A.M.C. of Split / Window type Air-conditioning units & water coolers installed at NIPGR Campus, New Delhi, during the year 2014-2015.

CLIENT: DIRECTOR NIPGR,
NEW DELHI

TENDER DOCUMENT

Name of work: A.M.C. of Split / Window type Air-conditioning units & water coolers installed at NIPGR Campus, New Delhi, during the year 2014-2015.

CLIENT: DIRECTOR, NIPGR
NEW DELHI

COST OF TENDER DOCUMENT: ₹ 500.00

TENDER DOCUMENTS

Name of work: A.M.C. of Split / Window type Air-conditioning units & water coolers installed at NIPGR Campus, New Delhi, during the year 2014-2015.

Owner : Director, NIPGR, JNU campus, New Delhi

Tender Issued to :

**Place for submission/
Place opening of tender document:**

NIPGR Campus,
Aruna Asaf Ali Marg,
New Delhi-110067

Consultant Engineer
NIPGR, New Delhi

Last date for sale of tenders: 16.06.2014 up to 16:00 hrs.
Date/Time of submission : 18.06.2014 before 15:00 hrs.
Date/Time of opening : 18.06.2014 at 15:30hrs.

Consultant Engineer
NIPGR, New Delhi

TENDER FORM

To

The Consultant Engineer
NIPGR Campus,
Aruna Asaf Ali Marg,
New Delhi.

Dear Sir,

I/We have read and examined the following Tender Documents relating to the **“A.M.C. of Split / Window type Air-conditioning units & water coolers installed at NIPGR Campus, New Delhi, during the year 2014-2015.”**

- Tender Form
- Notice Inviting Tender
- General Conditions
- Instruction to bidders
- General Information
- Memorandum
- General conditions of contract agreement
- General site rules, procedures and precautions
- Schedule of Quantities
- Terms & conditions

I/We hereby offer to execute the work complete in all respects specified in the under written Memorandum within the time specified therein or during the allowed extended time at the rates specified in the bill of Quantities and in accordance with the specifications, designs and instructions in writing referred to in the conditions of tender.

(Seal & Signature of Contractor)

NATIONAL INSTITUTE OF PLANT GENOME RESEARCH

Aruna Asaf Ali Marg, JNU Campus, New Delhi – 110 067

Phone: 26735138 / 26735161 Fax: 26741658

F. No. 5/42(E)/2014-15/NIPGR/Engg.

Dated: 15.05.2014

NOTICE INVITING TENDER

Sealed item rate Tenders are invited in two bid system on behalf of the Director, NIPGR, Aruna Asaf Ali Marg, JNU Campus, New Delhi – 110 067 for the annual maintenance contract of split / window air-conditioners and water coolers from approved and eligible contractors of CPWD / State PWD and those on approved list of MES, Railways, Govt. Autonomous organizations, State / Central Govt. undertaking / PSUs / other reputed organizations, so as to reach his office up to 3.00 P.M. on or before 18.06.2014.

Name of work: A.M.C. of Split / Window type Air-conditioning units & water coolers installed at NIPGR Campus, New Delhi, during the year 2014-2015.

Sl. No.	Estimated Cost (In ₹)	EMD (In ₹)	Time for Completion	Last date & time for sale of Tender Documents	Date & time of Submission of tenders	Date & time of opening of tenders
1.	2.	3.	4.	5.	6.	7.
1.	3.53 lakhs	7,100.00	12 months	16.06.2014 4:00 P.M.	18.06.2014 3:00 P.M.	18.06.2014 3:30 P.M.

Tender documents can be obtained upto 4:00 P.M. on all working days on payment of ₹ 500.00 (₹ Five hundred only) in cash (Non refundable) towards the cost of tender. Earnest money in the form of Demand Draft of a Scheduled Bank issued in favour of the Director, NIPGR, New Delhi will be submitted.

Tender can also be downloaded from our website www.nipgr.ac.in. The tenderer must submit ₹ 500 towards the cost of tender in the form of DD drawn in favour of Director NIPGR payable at New Delhi. Tender received without the cost of tender, will not be considered.

The bids will be accepted in respect of those contractors having successfully completed three similar works each costing not less than ₹ 1.40 lakhs or two similar works each of value not less than ₹ 1.80 lakhs or single similar work of value not less than ₹ 2.80 lakhs and having annual financial turnover of ₹ 4.00 lakhs, during the last three years ending April 2014. Similar works means "A.M.C. of Split / Window type Air-conditioning units & water coolers" in Government organizations, Govt. Autonomous organizations, PSUs and other reputed organizations.

Intending tenderers must enclose self attested copies of Completion Certificates of having completed the work satisfactorily issued by an authority not below the rank of Executive Engineer or equivalent and PAN / TIN numbers. Tenders received without their details / documents will not be considered.

GENERAL CONDITIONS

1. Sealed tenders on item rate basis are hereby invited for the work of "A.M.C. of Split / Window type Air-conditioning units & water coolers installed at NIPGR Campus, New Delhi, during the year 2014-2015."

The tender document consists of Tender form, Notice Inviting Tender, Instructions to bidders, General Information, Memorandum, General Conditions of contract Agreement, General Site Rules, Procedures and Precautions, Schedule of Quantities, Terms & Conditions, which can be had at a cost of ₹ 500.00 (₹ Five hundred only) from the office of Consultant Engineer, NIPGR CAMPUS, New Delhi. Purchase of tender document is obligatory on the part of the tenderers & bid in no other form will be accepted.
2. The tender documents shall be placed in sealed cover as mentioned in Procedure of Submission of tender and addressed to the Consultant Engineer, NIPGR Campus, New Delhi. The tender shall be received by the Consultant Engineer, NIPGR Campus, New Delhi before 15.00 hrs. on 18.06.2014 and shall be opened on the same day at 15.30 hrs. in presence of the tenderers or their authorized representatives who may like to be present. Any envelope received after the said date and time shall not be entertained under any circumstances and no consideration what so-ever shall be given to anything that might be contained in any such envelope.
3. The time allowed for the completion of work is 12 months as per the order letter issued by the department. The Institute has the right to issue the order for the time period as required by the Institute.
4. Every tender shall be accompanied by earnest money for ₹ 7,100.00.00 (₹ Seven thousand one hundred only) in the form of demand draft drawn in favour of the Director, NIPGR payable at New Delhi. Any tender not accompanied by such earnest money will be rejected straight away.
5. The contractor will submit his tender after examining the tender documents, scope of work, specifications, clauses, additional terms of contract agreement, special terms & conditions, bill of quantities etc.
6. The quoted rates shall remain valid for 90 days from the date of opening of Tender. The value of tender can be increased or decreased and any item can be added, deleted, withdrawn or substituted without any notice as per the requirements of NIPGR without assigning any reason.
7. If a tenderer whose tender is accepted fails to undertake the work as per the date of issue of award letter, the earnest money deposited will be forfeited.
8. NIPGR does not bind itself to accept the lowest or any tender and reserves the right to reject any or all tenders without assigning any reason.
9. NIPGR will not pay any expense, whatsoever incurred by tenderer for the preparation and submission of tenders.
10. This notice inviting tender, will form part of the contract agreement to be executed by the successful tenderer with the NIPGR.
11. The successful tenderer shall have to sign the contract agreement within 10 days of the award of work.
12. All the correspondence on the tender shall be addressed to the Consultant Engineer,

Contractor

Consultant Engineer

INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS:

The works referred here-in shall cover the entire scope of the proposal which includes running, maintenance & operation of A.C. plant which the NIPGR desires to get carried out. The "Owner" where appearing in these documents shall mean Director, NIPGR,

2. PROCEDURE FOR SUBMISSION OF TENDERS:

The following procedure shall be adopted for submission and opening of tenders. The sealed envelope shall be SUPERSCRIBED Tender for "A.M.C. of Split / Window type Air-conditioning units & water coolers installed at NIPGR Campus, New Delhi, during the year 2014-2015."

ENVELOPE NO.- 1

This envelope shall contain only the earnest money deposit, cost of tender (if downloaded from website) & technical bid and will be opened first.

ENVELOPE NO.- 2

This sealed envelope shall contain the financial bid of the contractor as per bill of quantities. This envelope shall be opened only after the EMD contained in envelope No.1 & technical bid is found in order as per the requirements of NIPGR. The date of opening of price bid shall be intimated later on.

The sealed cover containing envelope 1 & 2 shall be opened on the prescribed date and time in the presence of tenderers or their authorized representatives who may wish to be present.

3. TENDERERS TO STUDY ENTIRE TENDER DOCUMENT CAREFULLY:

Submission of a tender by a tenderer implies that he has read all the stipulations contained in this tender document and has acquainted himself of the nature, scope and specifications of the works to be followed.

4. TENDERER TO SUBMIT THE ENTIRE TENDER DOCUMENT:

The tenderer shall submit all documents issued to him for the purpose of this tender after duly filling the same in all respects. Tenders which are found to be vague or incomplete shall be rejected summarily.

5. INSTRUCTION FOR FILLING THE TENDER:

Tenders shall be forwarded under cover or a letter type written on the tenderer's letter-head and duly signed by the tenderer. Signatures must be in long hand, executed in ink by a duly authorized principal of the tendering firm. No oral, telegraphic or telephonic tenders or subsequent modifications there-to shall be entertained; If a tender is submitted on behalf of the partnership firm, then all the partners shall sign or may be signed by one in whose favour all the partners have given General Power Of Attorney. In case of tender submitted by a company, it shall be signed by one who has been authorized by the Board of Directors through a resolution. Copy of resolution and the authority letter in favour of the person signing must accompany the tender.

6. TENDERERS TO QUOTE FOR ALL ITEMS AND IN FIGURES & WORDS:

The tenderer shall quote his rates in words and figures with reference to each item and must enter for all the items shown in the attached Bill of quantities. Incomplete offer shall be liable for rejection. In case there is a discrepancy in "words" and "figures", the rate in words will be taken as correct for evaluation of tender. All quantities should be calculated as per percentage given by the contractor and total should be given of every sub head and grand total should also be given of all heads. The total amount shall be written both in figures and in words.

7 REDEMPTION OF SERVICE TAX:

Service Tax shall not be payable on the said services as per Ministry of Finance, Department of Revenue, Central Board Excise and Customs, Tax Research Unit Circular No. B1/14/2013-TRU dated Sept. 19, 2013. NIPGR is exempt from the purview of service tax.

8. VALIDITY PERIOD OF OFFERS:

The rates quoted in the tender shall hold good for 90 days from the date of opening of the tender. The validity period shall be extendable with the mutual consent of both the parties. No tenderer can withdraw/or modify his tender or revoke the same within the said period of 90 days. If a tenderer on his own withdraws or revokes the tender or revises or alters or modifies the tender for any item or condition within a period of aforesaid 90 days his earnest money deposit shall stand forfeited.

9. TENDERER TO SIGN ALL PAGES:

The tenderer shall stamp and sign at the bottom right hand corner of every page of the tender documents in token of acceptance of tender conditions and for the purpose of identification.

10. ERASURES AND ALTERATIONS:

Tenders containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the person signing the Tender Documents.

11. TENDERER TO SATISFY HIMSELF OF SITE CONDITIONS:

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tender regarding nature of the site conditions, the means of access of the site, the accommodation they may require and in general obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender in any manner. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no compensation or otherwise of any charges incurred or to be incurred consequent on any misunderstanding or otherwise shall be admissible.

12. EARNEST MONEY:

The tender shall be accompanied by earnest money of ₹ 7,100.00.00 (₹ Seven thousand one hundred only) in the form of Demand Draft only drawn in favour of the Director, NIPGR payable at New Delhi. Earnest money of the unsuccessful bidder(s) shall be refunded after expiry of the validity period of the tenders/allotment of works whichever is earlier.

13. TENDER LIABLE TO REJECTION:

Tenders which do not fulfill all or any of the conditions laid down in this notice, or contain conditions not covered and / or not contemplated by the Conditions of contract and/or expressly prohibited therein or stipulate additional/alternative conditions shall be liable to be rejected and his earnest money will be forfeited.

Tenders shall also be liable for rejection on any of the following grounds :-

- i) Tenders submitted late
- ii) Tenders containing remarks uncalled for.
- iii) Conditional tenders
- iv) Tenders not submitted on prescribed Performa.
- v) Telegraphic tenders.

14. CORRESPONDENCE:

Tenderers must mention their postal address and telephone number(s) of the Chief Executive/authorized agent or attorney in the tender. The tender submitted by the tenderer will be rejected if he or his agent cannot be contacted on the last known address or on the intimated telephone number(s) after reasonable search in which event earnest money may be forfeited by the NIPGR.

15. NIPGR NOT TO ASSIGN ANY REASON FOR REJECTION OF TENDER:

NIPGR hold absolute discretion to accept or reject the lowest or any other tender without assigning any reason. No claim on this account shall be entertained.

16. AMENDMENT IN TENDER DOCUMENTS:

NIPGR reserves the right to revise or amend the Bid Documents upto the date prior to the date notified for opening of the tenders and also the right to postpone the date of submission and opening of tenders without assigning any reason, whatsoever.

17. REFERENCE IN TENDER DOCUMENTS:

Director, NIPGR, shall be referred as "Owner" in all the documents of Tender documents/contract agreement.

18. CONSULTANT ENGINEER

Where ever the word "Consultant Engineer" occurs it shall mean the authorized Engineer appointed by the NIPGR for the superintendence of the execution of works.

Consultant Engineer

Contractor

GENERAL INFORMATION

1	Accepting Authority	Director, NIPGR, New Delhi.
2	Reference Book	i) CPWD specifications (Latest as on date of tender) ii) B.I.S. specifications (latest edition)
3	Earnest money	₹ 7,100.00.00 (₹ Seven thousand one hundred only) to be furnished with the tender in the form of the demand draft (No interest is payable on security deposit & E.M.D.).
4	Security deposit	<p>The security deposit will be collected by deductions from the running bills of the contractors at the rate mentioned below and the earnest money, if deposited at the time of tender, will be treated as part of security deposit. Performance Guarantee shall be an amount equal to 5% of the tendered and accepted value of work in one of the following forms:</p> <ol style="list-style-type: none"> 1. Deposit at call receipts / Banker's cheque/D.D./Pay Order of scheduled bank. 2. An irrevocable Bank Guarantee Bond of any scheduled bank or the State Bank of India in prescribed form given in the Annexure. <p>A sum @ 5% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as earnest money, will amount to Security Deposit of 5% of the tendered value of the work. In addition, the contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as Performance Guarantee within the period prescribed for commencement of work in the letter of award issued to him.</p>
5	Authority competent to grant extension of time	Director NIPGR or authorized person by Director, NIPGR
6	Tools & plants	To be arranged by contractor
7	Schedule of Minimum wages	As per notification issued by CPWD.
8	Authority competent to reduce the compensation amount	Director ,NIPGR
9	Release Security Deposit / Performance Guarantee	The Performance Guarantee shall be refunded to the contractor on completion of the work and recording of completion certificate and the Security Deposit be released after one month of completion of work.
10	Periodicity of submission of interim Bills	Quarterly (once in 3 months)
11	Authority Competent to Appoint Arbitrator	Director, NIPGR

Contractor

Consultant Engineer

MEMORANDUM

a)	Name of work		A.M.C. of Split / Window type Air-conditioning units & water coolers installed at NIPGR Campus, New Delhi, during the year 2014-2015.
b)	Estimated cost		₹ 3.53 lakhs.
c)	Earnest money		₹ 7,100.00.00 (₹ Seven thousand one hundred only) in the form of Demand Draft in favour of NIPGR payable at JNU CAMPUS,, New Delhi. (No interest is payable on earnest money).
d)	Time allowed for the completion of work		12 months

Place
Date:

(Seal & Signature of Contractor)

GENERAL CONDITIONS OF CONTRACT AGREEMENT

SECURITY DEPOSIT

1. The person/persons whose tender may be accepted (herein after called the contractor) shall permit Consultant Engineer at the time of making any payment to him for works done under the contract to deduct such sum as will amount to 10 % of all moneys so payable to be held by the Consultant Engineer, by way of security deposit. Earnest money shall also be adjustable towards this security deposit. All compensation or other sums of money payable by the contractor to Consultant Engineer under terms of this contract may be deducted from his security deposit or from any account what so ever, and in the event of his security deposit being reduced by reason of any such deduction, the contractor shall within 10 days thereafter make good in cash any sum or sums which may have been deducted from his security deposit or any part thereof.

COMPENSATION CLAUSE

2.1 The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor, and shall be reckoned from the 10th day of the date on which the order to commence the work is given to the contractor within ten days of award of work the contractor shall prepare and submit a schedule for work execution in the form of a bar chart/CPM network and submit the same for approval of the Consultant Engineer, NIPGR. The work on the contract shall be executed according to the approved schedule as aforesaid and shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as Consultant Engineer, NIPGR may decide on the value of work as per contract, for every week that the work remains uncommenced or unfinished after the dates mutually agreed upon by the parties. Further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of work before one half of such time has elapsed and three fourth of the work before three fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Consultant Engineer, NIPGR, may decide of the value of balance work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent of the awarded cost of work as shown in the tender. The Director, NIPGR, on a representation from the Contractor, is however, empowered to reduce the amount of compensation and his decision in writing shall be final.

2.2 In any case under which any clause or clause of this contract the contractor shall have rendered himself liable to pay compensation Consultant Engineer, NIPGR on behalf of the NIPGR, shall have power to adopt any of the following courses as he may deem best suited in the interest of the NIPGR.

- a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of Consultant Engineer, NIPGR shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Consultant Engineer, NIPGR.
- b) To employ labour to be paid by Consultant Engineer, NIPGR and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of Consultant Engineer, NIPGR shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respect in the manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of Consultant Engineer, NIPGR as to the value of the work done shall be final and conclusive against the contractor.

- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands and to give to a other contractor to complete, in which case any expenses which may incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of Consultant Engineer, NIPGR shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Consultant Engineer, under this contract or otherwise from his security deposit or sale proceeds of the materials and tools and plants of the contractor lying at site.

In the event of any of the above courses being adopted by the Consultant Engineer, NIPGR, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material entered in to any agreement or made any advance on account thereof or with a view to the execution of the work of the performance of the contract. And incase the contract is rescinded under the aforesaid provisions, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until Consultant Engineer, NIPGR has certified in writing the performance of such work and the value payable in respect thereof, and the contractor shall only be entitled to be paid for the value so certified.

- 2.3 In any case in which any of the powers conferred upon the Consultant Engineer, NIPGR by clause 3 thereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses thereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of Consultant Engineer, NIPGR putting force either of the powers (a) or (c) vested to him under the preceding clause he may, if he so desire, take possession of all or any tools, plants, materials and stores in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work any part thereof, paying or allowing for the same in account at the contract rates, or incase of these not being applicable at current market rates to be certified by the Consultant Engineer, NIPGR whose certificate hereof shall be final, otherwise Consultant Engineer, NIPGR by notice in writing to the contractor or his authorized agent require him to remove such tools, plants, materials or stores from the premises within a time to be specified in such notice: and in the event of the contractor failing to comply with any such requisition, the Consultant Engineer, NIPGR or his authorized representative may remove them at the contractor's expenses to sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of Consultant Engineer, NIPGR as to the expense or any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

- 2.4 All sums payable by way of the compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Consultant Engineer, NIPGR without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

TIME EXTENSION

- 3.1 If the contractor shall desire an extension of the time limit for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the Consultant Engineer, NIPGR within 30 days of the date of the hindrance on account of which he desires such extensions as aforesaid but before the expiry of time limit and the Consultant Engineer, if in his opinion (which shall be final) reasonable grounds as shown thereof, authorized such extension of time if any, as may, in his opinion be necessary or proper.

COMPLETION OF WORK

4.1 Without prejudice to the rights of Consultant Engineer under any clause hereinafter contained on completion of the work, the contractor shall be furnished with a certificate by the Consultant Engineer or his representative of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work has been executed, all scaffolding, surplus materials and rubbish, and cleaning off the dirt from all doors, walls, floors, or any other parts of buildings said to have been completed, and the measurements in the said certificate shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials, and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, Consultant Engineer, NIPGR may at the expense of the contractor have removed such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forth with pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any such sale proceeds actually realized by the sale thereof.

ADDITIONS/ALTERATIONS

5.1 The Consultant Engineer, NIPGR shall have power to make any alterations or omissions or additions or substitutions in the equipments and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Consultant Engineer and such alterations, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to carry out in the manner above specified as part of the work shall be carried out by the contractor on same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered additional or substituted work has to the main work at the sole discretion of the Consultant Engineer, NIPGR and his decision in this regard shall be final and binding on the contractor.

The rates for the additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

- i) If the rates for the additional, altered or substituted work are specified in the contract for the main work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the main work.
- ii) In case the rates for such items do not exist in the main contract but are available in the CPWD Schedule of rates, the same shall be derived on the basis of the percentage above/below the approved contract cost to the estimated cost for the work put to tender.
- iii) In the event, there is no similar class of work specified in clause(i) & (ii) above, the contractor shall work out a rate for each item on the basis of the prevalent market rates and submit the same together with the detailed analysis to the Consultant Engineer within a period of 7 days from the day that the order for the relevant items are issued by the Consultant Engineer, NIPGR. The market rates of material & labour shall be as finally determined by the Consultant Engineer. Contractor's profit shall be admissible @10% on the cost of material & labour. In case there is a difference between the rates quoted by the contractor and the rates found unacceptable by the Consultant Engineer, the latter shall within a fortnight of submission, conduct necessary negotiations with the contractor to arrive at a mutually agreeable rate. The Consultant Engineer, reserves to himself the right to cancel his order to carry out such work and arrange to carry it out in such manner as he may deem fit. But under no circumstances the contractor shall suspend the work on the plea of non settlement of rates for items falling under the clause.

ARBITRATION

6A.1 Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any arising out of or relating to the

contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person selected from out of a panel of names to be supplied upon a request in writing by party invoking the arbitration by the Director, NIPGR, at the time of the dispute. It will be no objection to any such appointment that the arbitrator so appointed was associated with the work and that he had to deal with the matters to which the contract relates and that in the course of his duties in association with the Consultant Engineer, NIPGR, he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being unable to act for any reason, the Director shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Director as aforesaid shall act as arbitrator. In all cases where the amount of the claim in dispute is Rs.50000/- (Rs. Fifty thousand only) or above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provisions of Arbitration and Cancellation Act 1996 or any statutory modifications or reenactment thereof and the rules framed thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of the contract that while invoking arbitration the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

It is also a term of the contract that if a party does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the Consultant Engineer that the bill is ready for payment, the claim if any, shall be deemed to have been waived and absolutely barred and the owner shall be discharged and released of all liabilities under the contract in respect of these claims.

The Arbitrator should be of the rank of retired / working Chief Engineer (CPWD) or (B & R) Delhi or equivalent post. The contractor will be entitled to file only those claims for arbitration which had already been raised before the Consultant Engineer and rejected by him time to time during the execution of work.

CARRYING OUT OF WORK

6A.2 All the work shall be carried out in accordance with CPWD specifications prevalent as on date of tender & strictly as per the specifications given in the tender to the total satisfaction of the Architect. In the case of an item for which specification are not available in the said specifications relevant BIS specifications applicable as on the date of tenders shall be followed.

Consultant Engineer

Contractor

GENERAL SITE RULES, PROCEDURES AND PRECAUTIONS

1 SITE WORKING RULES AND REGULATIONS

a) The contractor shall furnish Consultant Engineer, NIPGR the Power of Attorney name and signature of his authorized representative who will be in-charge of the execution of the works at site. The contractor shall also furnish the list of technically qualified persons employed by him for execution of the works.

b) Save as otherwise specifically provided in this Agreement the rates and prices herein, unless otherwise stipulated elsewhere in this Agreement, include all the costs, expenses and outlays of the contractor for executing the works and fulfilling all the obligations of the Contractor under this agreement.

Consultant Engineer

Contractor

SCHDULE OF QUANTITIES

ITEM NO.	DESCRIPTION OF ITEM	QTY.	UNIT	RATE	AMOUNT
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Attached at pages :

Should this tender be accepted, in whole or in part I/We hereby agree to abide by and fulfill all the terms & provisions of the conditions of tender as applicable or in default there of a sum of for ₹ 7,100.00.00 (₹ Seven thousand one hundred only) deposited by me/us as earnest money in favour of NIPGR , New Delhi., shall stand absolutely forfeited to NIPGR.

I/We agree:

- (i) that should I/We fail to commence the work specified in the above mentioned Memorandum the NIPGR without prejudice to any other right or remedy shall be at liberty to forfeit the earnest money. Otherwise the said earnest money shall be retained and adjusted towards security deposit mentioned in the above Memorandum.
- (ii) to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein.

The names and postal addresses and contract phone nos. of our representative(s) authorized to deal with this tender are:

1)

2)

3)

Dated the _____ day of _____ 2014

Signature of Tenderer

SCHEDULE OF QUANTITY

Name of work : AMC of Split/window type air conditioning units & water Coolers installed at NIPGR Campus, New delhi during the year 2014-2015

A. AMC of Split/window type air conditioning units & water Coolers

Sl. No.	Description	Unit	Qnt	Rates per month	Amount per month	No. of months	Amount per year
	SPLIT A.C.						
	Annual Maintenance Contract for servicing , repair & running maintenance of following 1.0 TR/ 1.5 TR, 2.0 T.R capacity Wall Split type / Window type A/C / Split Cassette type units of different makes comprising of floor / wall mounted condensing units including maintenance of Refrigerant piping work and all the scope of work specified below complete as required including repair of Auto Electronic Controller/ Voltage stabilizer.						
A	SPLIT TYPE A/C UNIT						
1	1.0 TR	each	19				
2	1.5 TR	each	17				
3	2.0 TR	each	33				
B	WINDOW TYPE A/C						
1	1.5 TR	each	7				
C	SPLIT CASSETE A/C UNIT						
1	4.0 TR	each	2				
D	WATER COOLER	each	7				

NOT TO BE FILLED

B.

LIST OF SPARES (if & when required)

Total

S. No	Description	Unit	Qnt	Estimated Rates
1	Compressor for Split A/C 1.0 TR	No	1	
2	Compressor for Split A/C 1.5 TR	No	1	
3	Compressor for Split A/C 2.0 TR	No	1	
4	Compressor for Window A/C 1.5 TR	No	1	
5	Compressor for Water Cooler	No	1	
6	Gas Charging in Split/window/watercooler	Kg	1	
7	Running Capacitor for Split AC/Window AC/Water Cooler	No	1	
8	PTC Relay	No	1	
9	Contacto	No	1	
10	Accumulator	No	1	
11	Overload Relay	No	1	
12	Capillary & Filter	No.	1	
13	Rewinding of Motor (Aluminium winding)	No.	1	
14	Dismantle & Re-installation / Shifting of Split AC	No.	1	
15	Repairing of Remote PCB	No.	1	
			TOTAL	

NOT TO BE FILLED

Total Amount (A + B) =

Consultant Engineer

Contractor

TERMS & CONDITIONS

Name of work: A.M.C. of Split / Window type Air-conditioning units & water coolers installed at NIPGR Campus, New Delhi, during the year 2014-2015.

1. The tenderers are advised to visit the site, i.e., the location of the equipments, routes of pipes / cables, etc., before tendering. It shall be presumed that while quoting, the tenderer has taken due note of the working conditions.
1. All required tools such as Test lamps, Spanners, cutting pliers, screw drivers, Grease gun, vacuum cleaner / blower, other T&P like multi-meter, Tong-tester, etc., required for the proper maintenance of the installation shall be arranged by the contractor.
1. The contractor is responsible for watch & ward and the upkeep of the installations in perfect working condition, carrying out routine check and to attend any breakdown immediately.
1. Proper record has to be maintained for all the complaints attended and the routine checks and cleaning shall be carried out.
1. After taking over the site, the contractor will check all the installations and submit the report mentioning the defects during taking over the system within 15 days. After 15 days every defect noticed will be attended by the contractor.
1. Informing the Department well in advance about the requirement of any spares, consumables items necessary for satisfactory maintenance and upkeep of the H.V.A.C. system.
1. Any loss or damage to the inventory by way of theft sabotage or mal-operation of equipment and machinery shall be made good by the contractor at his own cost.
1. Contractor would be bound to execute such additional items, which can be termed as logical, essential and necessary (even though not listed in schedule of work) for the effective execution of the work in totality, rates for such items of work shall be rationally analysed / derived and would be binding on the contractor.
1. If any worker engaged, is found to be not suitable for the position, the contractor has to remove the person from the site immediately and substitute is posted. The decision of Engineer-in-charge in this regard shall be final and binding on the contractor.
1. Attendance register of the staff engaged shall be maintained and the same shall be countersigned by the Engineer-in-charge or his authorized representative.
11. The security deposit will be returned after two month of completion of the contract period or payment of last bill, whichever is earlier.
11. The contractor shall be responsible for good behavior and character of the staff engaged by him.
11. A separate service booklet for NIPGR shall be maintained by the contractor in which all the entries in respect of A/C's shall be made & shall be got certified by the user of the A/C / Engineer-in-charge.
11. The total rates quoted by the agency shall be inclusive of material and labour charges.
11. The validity of AMC may be extended after the mutual consent and satisfactory performance.
16. Necessary deductions on account of income tax etc. shall be made as per prevailing rules.
17. The contractor is responsible for the upkeep of the installation in perfect working condition, carrying out routine checkup and to attend any breakdown immediately.
18. The agency shall have an office established in Delhi NCR region.
19. The agency must be expertise in the field of maintenance of split / window A.C.

20. If any complaint remains pending due to contractor's negligence or any other reason for which contractor is held responsible, recovery will be made as under.
- a) The complaint should be attended within 24 hrs. from getting the complaint. Major & urgent complaints should be attended on the same day. If the contractor fails to attend the complaint, penalty @ ₹ 1500 per day per complaint shall be made.
- b) In case of any A.C., water cooler remains unserviceable for more than 3 days, a recovery will be made @ ₹ 1,000 per day basis.
21. The following work comes in the scope of the AMC :-
-) Attending of any number of break down calls during normal working hours.
 -) Any spare parts supplied by the department will be fitted free of cost (indigenous or imported).
 -) Any other service pertaining to the effective performance of the A/C unit.
 -) In case the compressor goes out of order the same shall be replaced by the new compressor by the contractor after getting the approval of E.I.C. or his authorized representative. The decision of E.I.C in this matter shall be final & binding on contractor.
 - e) The items costing more than ₹ 2,000.00 (₹ Two Thousand only) not in the list of spares shall be issued by the department free of cost for replacement. However replacement of other miscellaneous material costing not more than ₹ 2,000.00 shall be arranged by contractor and replaced as & when required **after getting approval of the E.I.C or his authorized representative**. The payment however shall be made on production of valid vouchers and justified amount as per prevailing market rates of the item shall be payable. Nothing extra on account of handling & transportation etc shall be paid. The decision of E.I.C in this matter shall be final & binding on contractor.
22. All kind of repairs shall be carried out within 48 hours from time of complaint lodged. The inventory for the A/C's is enclosed as per Annexure 'A'.
23. Shifting of A.C. unit from present location to another location is not covered under the scope of contract.
24. Preventive maintenance checks shall be carried out weekly and record of having checked shall be maintained and in case units are not checked Pro-rata recovery shall be made from the R.A. bills.
25. Servicing of complete unit with caustic soda shall be done during the winter season. If not done, then recovery @ Rs. 500.00 per A.C. shall be made.
26. The first service shall be provided within a week after award of work. If not carried out, recovery @ ₹ 1500.00 per day shall be made.
26. Electricity and water will be supplied free of cost. The material for servicing like pipe, motor, etc., shall be arranged by the contractor & nothing extra shall be paid.
28. Any accident / electrocution caused due to negligence or during the course of normal work etc., shall be responsibility of the Contractor. The contractor shall be responsible for all compensation to the staff engaged by him.
29. Department shall in no way be involved in any dispute of whatever kind between the contractor and the staff engaged by him.
29. The contractor shall arrange uniform for all the workers at his own cost & nothing extra will be paid.
29. As soon as any defect is noticed in any of the equipment / accessories, the same will be brought to the knowledge of the Engineer-in-charge.

32. No labour below the age of 18 years shall be employed on work.
33. Agency shall maintain log book as well as History Book at site and shall record the data as per instruction of the Engineer-in-charge.
34. All the staff deployed by the agency at site shall be suitably qualified with adequate experience in operation of air-conditioning plant its associated equipments and other air conditioning units covered in the scope of work. Details of their educational qualifications, trade certificates experience, etc., shall be submitted to the NIPGR for reference and records.
35. The Institute has the right to increase / decrease the no. of equipments. The rate of the equipment shall be derived from the rates quoted by the agency in S.O.Q.
36. The department reserves the right to terminate the contract by giving one month notice in writing during the currency of the contract without any financial repercussions on either side.
36. Any damage to the building equipment caused during the execution of work, shall be the responsibility of the contractor to restore the same in its original position and nothing extra shall be paid on this account.
36. The Institute will not be responsible, if any accident occurs or whatsoever due to negligence of worker employed & no compensation shall be paid by the Institute.
36. The contractor shall provide sufficient safeguard to avoid any accident.
36. The time allowed for the completion of work is 12 months.
36. If a tenderer whose tender is accepted fails to undertake the work as per terms & conditions of the contract or as mentioned in the award letter, the earnest money deposited will be forfeited.
36. NIPGR does not bind itself to accept the lowest or any tender and reserves the right to reject any or all tenders without assigning any reason.
36. NIPGR will not pay any expense, whatsoever incurred by tenderer for the preparation and submission of tenders.
36. The successful tenderer shall have to sign the contract agreement within 15 days of the allotment of work.
36. The quantity for requirement of spares may vary as per requirement and shall be paid as per rates quoted in SOQ.
46. Following checks shall be carried out during the servicing / monthly check:
 - (a) Check for refrigerant leaks and proper refrigerant levels on the high and low pressure sides. Repair all leaks.
 - (b) Check condenser coil and clean if needed. Keep debris away from unit.
 - (c) Straighten any bent heat exchanger fins on condenser coil.
 - (d) Check suction pipe insulation and replace if needed.
 - (e) Lubricate fan motors and bearings. Replace worn bearings.
 - (f) Check fan blades for damage and clean if needed.
 - (g) Check all wiring, electrical connections, contactors, capacitors, relays, etc., for wear, cleanliness and proper operation.
 - (h) Visually inspect compressor and check amp draw.

- (i) Check condensate drain and pan then advise of any discrepancies.
 - (j) Check expansion valve & coil temperatures, lubricate parts as needed.
 - (k) Check evaporator coil and advise if dirty or if it needs cleaning.
 - (l) Check the shape that the total system is in and advise client / customer of discrepancies.
47. PAN/TIN issued by the respective departments must be mentioned while quoting the rates.

PAN No.: _____

TIN No.: _____

Contractor

Consultant Engineer

FINANCIAL BID

Name of work: A.M.C. of Split / Window type Air-conditioning units & water coolers installed at NIPGR Campus, New Delhi, during the year 2014-2015.

**CLIENT : DIRECTOR NIPGR
NEW DELHI**

Schedule of Quantity

Name of work: A.M.C. of Split / Window type Air-conditioning units & water coolers installed at NIPGR Campus, New Delhi, during the year 2014-2015.

A. AMC of Split/window/cassette and water coolers

S.N.	Description Of Item	Unit	Qty.	Rates per month	Amount per month	No. of months	Amount per year
	SPLIT A.C.						
	Annual Maintenance Contract for servicing , repair & running maintenance of following 1.0 TR/ 1.5 TR, 2.0 T.R capacity Wall Split type / Window type A/C / Split Cassette type units of different makes comprising of floor / wall mounted condensing units including maintenance of Refrigerant piping work and all the scope of work specified below complete as required including repair of Auto Electronic Controller/ Voltage stabilizer.						
A	SPLIT TYPE A/C UNIT	each	19			12	
1	1.0 TR	each	17			12	
2	1.5 TR	each	33			12	
3	2.0 TR						
B	WINDOW TYPE A/C	each	7			12	
1	1.5 TR						
C	SPLIT CASSETE A/C UNIT	each	2			12	
1	4.0 TR	each	7			12	
D	WATER COOLER						
			Total Amount				

B. LIST OF SPARES (if & when required)

S. No	Description	Unit	Qnt	Rates
1	Compressor for Split A/C 1.0 TR	No	1	
2	Compressor for Split A/C 1.5 TR	No	1	
3	Compressor for Split A/C 2.0 TR	No	1	
4	Compressor for Window A/C 1.5 TR	No	1	
5	Compressor for Water Cooler	No	1	
6	Gas Charging in Split/window/watercooler	Kg	1	
7	Running Capacitor for Split AC/Window AC/Wa	No	1	
8	PTC Relay	No	1	
9	Contactar	No	1	
10	Accumulator	No	1	
11	Overload Relay	No	1	
12	Capillary & Filter	No.	1	
13	Rewinding of Motor (Aluminium winding)	No.	1	
14	Dismantle & Re-installation / Shifting of Split AC	No.	1	
15	Repairing of Remote PCB	No.	1	
		TOTAL		
	GRAND TOTAL (A+B)			

Consultant Engineer

Seal & Signature of Contractor