

TENDER DOCUMENT

Name of work: Providing & fixing MS grills in windows and MS mesh doors at Transit / Essential Accommodation, Hostel & Housing Block at NIPGR Campus, New Delhi.

CLIENT: DIRECTOR,
NEW DELHI

COST OF TENDER DOCUMENT:- ₹ 500/-

N 42

TENDER DOCUMENT

Name of work: Providing & fixing MS grills in windows and MS mesh doors at Transit / Essential Accommodation, Hostel & Housing Block at NIPGR Campus, New Delhi.

Owner : Director, New Delhi

Tender Issued to :

Place for submission/

Place opening of tender document:

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

Last date for sale of tenders:

30.05.2018 before 16.00 hrs.

Date/Time of submission :

01.06.2018 before 14.30 hrs.

Date/Time of opening

01.06.2018 at 15.00 hrs.

Consultant Engineer
NIPGR Campus,
New Delhi.

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TENDER FORM

To

**The Director
NIPGR, JNU CAMPUS, New Delhi.**

Dear Sir,

I/We have read and examined the following Tender Document relating to : **Providing & fixing MS grills in windows and MS mesh doors at Transit / Essential Accommodation, Hostel & Housing Block at NIPGR Campus, New Delhi.**

- Tender Notice
- General Conditions
- Instructions to Bidders
- General Information
- Memorandum
- Schedule of Quantities
- General Conditions of Contract Agreement
- Special terms & conditions of contract.
- Terms & Conditions
- Annexure I, II & III
- Drawing
- Schedule of Quantity

I/We hereby offer to execute the work complete in all respects specified in the following 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, drawings and instructions in writing referred to in the conditions of tender.

(Seal & Signature of Contractor)

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NATIONAL INSTITUTE OF PLANT GENOME RESEARCH
(Department of Biotechnology, Ministry of Science and Technology, Govt. of India)
Aruna Asaf Ali Marg, New Delhi-110067
Phone: 011-26735161,26735138 Fax: 011-26741658

TENDER NOTICE

File No. NIPGR/Engg./7/1/2018-19

Dated: 10.05.2018

Sealed item rate Tenders (in two bid system) are invited on behalf of the Director, NIPGR, New Delhi from approved and eligible Contractors of CPWD/Central Govt/State Govt./ Govt. Autonomous Bodies, or professional agency having experience in "Fabrication of Steel works for doors windows etc. so as to reach this office up to 2.30 P.M. on or before 01.06.2018 for the work of following:

Name of work: **Providing & fixing MS grills in windows and MS mesh doors at Transit / Essential Accommodation, Hostel & Housing Block at NIPGR Campus, New Delhi.**

Sl. No.	Estimated Cost (In Lacs)	EMD (In ₹)	Time for Completion	Last date & time for sale of Tender Documents	Last date & Time of receipt of Tender	Date & time of opening of tenders
1.	2.	3.	4.	5.	6.	7.
1.	₹ 21.84	₹ 43700.00	60 days	30.05.2018 16.00 Hrs.	01.06.2018 14.30 Hrs.	01.06.2018 15.00 Hrs.

Tender document can be obtained up to 16.00 Hrs. on all working days on payment of ₹ 500.00 (₹ Five hundred only) in cash (Non-refundable) towards the cost of tender. Tender document is also available on <https://eprocure.gov.in> and our website www.nipgr.ac.in and can be downloaded free of cost.

The earnest money shall be in the form of Demand Draft of a Scheduled Bank issued in favour of the **Director, NIPGR, New Delhi.**

The bids will be accepted in respect of those contractors having successfully completed at least three similar works of each value not less than ₹ 8.74 Lacs **OR** two similar works of each value not less than ₹ 10.92 Lacs **OR** one similar work of value not less than ₹ 17.47 lacs during the last three years ending 31st March 2018. Similar works means "Fabrication of Steel works for doors windows etc.," in Government organizations, Govt. Autonomous organizations, OR other reputed organizations.

Annual turnover of ₹ 22.00 lacs per year of last three financial years ending March 31st 2017 duly certified by the Statutory Auditors.

Intending tenderers must enclose self-attested copies of Completion Certificate of having completed the work satisfactorily issued by an appropriate competent authority.

The Director, NIPGR reserves the right to accept or reject all or any of the tender without assigning any reasons thereof.

Consultant Engineer
NIPGR

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GENERAL CONDITIONS

Sealed tenders on item rate basis are hereby invited from pre-qualified contractors for the work of:
Name of Work: Providing & fixing MS grills in windows and MS mesh doors at Transit / Essential Accommodation, Hostel & Housing Block at NIPGR Campus, New Delhi.

1. The tender document consists of Tender form, Notice inviting tender, Instructions to bidders, General Information, General Conditions of contract Agreement, technical specification and Schedule /Bill of quantities etc. which can be had at a cost of ₹ 500.00 (₹ Five hundred only) from the office of Aruna Asaf Ali Marg New Delhi. **No tender cost is required, if downloaded from website.**
2. The tender documents shall be placed in sealed cover as mentioned in Procedure of Submission of tender and addressed to the Director, NIPGR , New Delhi. The tender shall be received by the office of Consultant Engineer, New Delhi before 14.30 hrs on 01.06.2018 and shall be opened on the same day at 15.00 hrs. in the presence of 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 **60 Days** to be reckoned from the 10th day after the date of written order to commence the work.
4. Every tender shall be accompanied by earnest money for ₹ 43,700.00 (₹ Forty three thousand seven 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/Schedule of quantities, instructions to bidders, general information, etc.
6. The offer shall remain valid for 180 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 without assigning any reason.
7. If, a tenderer whose tender is accepted fails to undertake the work as per terms of the contract within 10 days to be reckoned from the date of issue of work order, 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 as well as for the transportation of samples.
9. NIPGR will not pay any expense, whatsoever incurred by tenderer for the preparation and submission of tenders as well as for the transportation of samples.
10. This notice inviting tender, will form part of the contract agreement to be executed by the successful tenderer with the NIPGR
11. Rates are valid for one year from the date of issue of work order that can be further increased with consent of both the parties.
12. The successful tenderer shall have to sign the contract agreement within 15 days of the allotment of work.
13. All correspondences on the tender shall be addressed to Director, NIPGR,

**Consultant Engineer,
NIPGR**

Seal & Signature of Contractor



INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS:

The works referred here-in shall cover the entire scope of the proposal which includes supplying and installation of material including the successful completion and the tests which the desires to get carried out. The "Owner" where appearing in these documents shall mean Director, ,

2. PROCEDURE FOR SUBMISSION OF TENDERS:

The following procedure shall be adopted for submission and opening of tenders. The sealed envelope SUPERSCRIBED Tender for: **Name of Work: Providing & fixing MS grills in windows and MS mesh doors at Transit / Essential Accommodation, Hostel & Housing Block at NIPGR Campus, New Delhi.**

ENVELOPE NO.- 1

This envelope shall contain only the earnest money deposit, cost of tender (if downloaded from website) & technical bid with all tender documents, work experiences, PAN, TIN, GST, All Annexures etc. and this envelop 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 and samples is found in order as per the requirements of Institute. 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. VALIDITY PERIOD OF OFFERS:

The rates quoted in the tender shall hold good for 180 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 180 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 180days his earnest money deposit shall stand forfeited.

8. 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.

9. 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.

10. 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.

11. SAMPLES

After award of work of the tender **contractor shall arrange or manufacture relevant samples at his own cost and deposit with Institute after approval of drawings.** These samples will be sealed by the NIPGR in the presence of the contractor, if he so desires and shall remain in the custody of the NIPGR for reference and comparison till the completion of work

12. EARNEST MONEY:

The tender shall be accompanied by earnest money of ₹ 43,700.00 (₹ Forty three thousand seven 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. In case of successful tenderer the earnest money shall be adjusted against performance security.

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.

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- v) Telegraphic tenders.
- vi) Tender submitted without E.M.D.
- vii) Not submitted required documents as per tender.

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 .

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

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:

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 New Delhi shall be referred as "Owner" in all the documents of Tender documents/contract agreement.

**Consultant Engineer,
NIPGR**

Seal & Signature of Contractor

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GENERAL INFORMATION

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|----|---|--|
| 1 | Accepting Authority | Director, NIPGR
New Delhi. |
| 2 | Reference Book | As per specifications |
| 3 | Earnest money | for ₹ 43,700.00 (₹ Forty three thousand seven hundred only) to be furnished with the tender in the form of the demand draft (No interest is payable on Earnest Money and security deposit) |
| 4 | Security deposit | 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 security may be accepted as Bank Guarantee/DD of Scheduled Banks and State Bank of India. A sum @ 10% 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 reach to the extent of 5% of the tendered value of the work as security deposit. In addition, the contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as Performance Security within the period prescribed for commencement of work in the letter of award issued to him. |
| 6 | Authority competent to grant extension of time | Director or authorized person by Director, |
| 7 | Tools & plants | To be arranged by contractor |
| 8 | Schedule of Minimum wages | As per notification issued by Govt. of NCT. |
| 9 | Authority competent to reduce the compensation amount | Director , |
| 10 | Defect Liability Period | Twelve months from the date of acceptance of completion by the Institute. . |
| 11 | Release of Security Deposit | The performance security shall be refunded to the contractor on completion of the work and recording of completion certificate by Institute and the balance amount be released after defect liability period. |
| 12 | Authority Competent to Appoint Arbitrator | Director, NIPGR |

**Consultant Engineer,
NIPGR**

Seal & Signature of Contractor

MEMORANDUM

- a) Name of work **Providing & fixing MS grills in windows and MS mesh doors at Transit / Essential Accommodation, Hostel & Housing Block at NIPGR Campus, New Delhi.**
- b) Estimated cost **₹ 2184000.00 (Approx.)**
- c) Earnest money **for ₹ 43,700.00 (₹ Forty three thousand seven hundred only) in the form of Demand Draft in favour of "Director, NIPGR payable at New Delhi. (No interest is payable on earnest money).**
- d) Time allowed for the completion of work(to be reckoned from 10th day after the date of issue of written order to commence work) **60 Days**

Place
Date:

(Seal & Signature of AGENCY)

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SCHEDULE OF QUANTITIES

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

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 ₹ 43,700.00 (₹ Forty three thousand seven hundred only) deposited by me/us as earnest money in favour of Director, , New Delhi., shall stand absolutely forfeited to .

I/We agree:

- (i) that should I/We fail to commence the work specified in the above mentioned Memorandum the 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 _____ 2018

Signature of Tenderer

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GENERAL CONDITIONS OF CONTRACT AGREEMENT

1. SECURITY DEPOSIT

The person/persons whose tender may be accepted (herein after called the contractor) shall permit NIPGR 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 Institute, 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 NIPGR 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.

2. COMPENSATION CLAUSE

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, and within ten days of award of work the contractor shall prepare and submit the drawing of MS doors & grills for work for approval of the NIPGR. The work on the contract shall be executed according to the approved drawings 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 per week of work order amount as, may decide on the value of work as per contract. 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 Agency, is however; empowered to reduce the amount of compensation and his decision in writing shall be final.

3. TIME EXTENSION

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 NIPGR, within 15 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 NIPGR, 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.

4. COMPLETION OF WORK

Without prejudice to the rights of NIPGR under any clause hereinafter contained on completion of the work, the contractor shall be furnished with a certificate by NIPGR 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 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, 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.

5. ADDITIONS/ALTERATIONS/ DEVIATIONS

5.1 The NIPGR, shall have power to make any alterations or omissions or additions or substitutions in the original specifications ,drawings ,designs 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

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writing signed by the NIPGR 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 NIPGR, and his decision in this regard shall be final and binding on the contractor.

All tenderers are required to quote as per specifications stipulated hereunder. Rates for all items shall be quoted as specified hereunder. After the award of the contract, the work shall be carried out as per approved samples / drawings. For dimensional changes + - 3 inches, should they occur during approval stage, there shall not be any rate difference. If the dimensional changes are more than the above limit, modified rates shall be worked out derived from the quoted contract rates.

Rates for extra/substituted items, should they become necessary during the execution of the work shall be settled on analysis of rate to be submitted by the contractor for such items.

Quantities in the B.O.Q. or estimated quantities which can vary up to $\pm 50\%$ during the execution of the work. Payment shall be made as per actual quantum executed without any change in the contracted rate due to variation in quantity, if any.

6. 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 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 NIPGR 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 ₹ 50000/- (₹ 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 there under 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 NIPGR 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 Institute and rejected from time to time during the execution of work.

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6A. CARRYING OUT OF WORK

All the work shall be carried out in accordance strictly as per the specifications given in the tender to the total satisfaction of the Institute. 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.

7. QUALITY CONTROL OF MATERIAL

7.1 If it shall appear to the Institute, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or otherwise not in accordance with contract, the contractor shall on demand in writing from the Institute specifying the work materials or articles complained of not with standing that the same may have been inadvertently passed, certified and paid for forthwith rectify, or remove & reconstruct the work so specified in whole or in part, as the case may require, or as the case may remove the materials or articles so specified and provide other proper and suitable material or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Institute, in his demand as aforesaid then the contractor shall be liable to pay compensation at the rate of 1% on the contract agreement of work for everyday till rectify or remove, and re-execute the work or replace with other, materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

8. INSPECTION OF WORK

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Institute, or his subordinate in-charge of the work and the contractor shall at all times, during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer to visit the works shall have been given to the contractor, either himself be present to receive order and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

The work during its progress shall be inspected by the authorized representative of the Institute and the contractor shall extend all co-operations for the inspection of work.

9. AGENCY'S RISKS

All risks of loss of a 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.

**Consultant Engineer,
NIPGR**

Seal & Signature of Contractor

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SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. SPECIFICATIONS:

If specifications for an item of work are not covered as per approved Specifications of tender, the same shall be decided by the Institute and shall be binding on the contractor.

The Director NIPGR shall have the power to insist upon the contractor to purchase and use such materials of approved make which may in his opinion be necessary for proper and reasonable compliance with the specifications and execution of work.

In the event of any variation/discrepancy in the drawings, specification and tender documents the decision of the Institute shall be final binding and conclusive on the contractor.

a) As required by NIPGR, or his representative the contractor shall provide all facilities at site or at manufacturer's works or an approved laboratory for testing of materials and/or workmanship. All the expenditure in respect of this shall be borne by the contractor wherever applicable. The contractor shall, when required to do so by NIPGR, submit manufacturer's certificate that the materials have been tested in accordance with requirements of the specifications.

b) Neither the omission by NIPGR, to test neither the materials nor the production of manufacturer's certificate etc., as aforesaid shall affect the right of the NIPGR to reject after delivery the materials found not in accordance with the specifications.

2. CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC. - The rates specified in the tender shall be inclusive of GST, toll, Customs fees, octroi, royalty etc.. However if any fresh taxes are imposed by State/Central/Statuary bodies during the currency of contract, the same shall be borne by the Institute.

3. FORCE MAJEURE:

The right of the contractor to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including not limited to acts of God, or of the public enemy, restraints of a sovereign state, firms, floods, unusually severe weather.

4. JURISDICTION:

Notwithstanding any other courts having jurisdiction to decide the questions forming subject matter of a suit any and all actions and proceedings arising out of or relative to this contract (including any arbitration in terms thereof) shall lie only in the court of competent Civil jurisdiction in this behalf at New Delhi., where this contract is to be signed on behalf of and only the said court shall have jurisdiction to try any such actions and/or proceedings to the exclusion of all other courts.

5. SITE WORKING RULES AND REGULATIONS:

a) The contractor shall furnish 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. Daily reports of number of men employed by crafts and weekly reports of progress achieved, expected date of completion of the works and any actual or potential delays stating the reasons thereof shall be furnished by the contractor.

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.

6. Scope of work

The scope of work is as per schedule of Bill/quantity. All aspects of design, supply & fixing of MS grills & MS mesh doors etc including site alignment. Preparing of working drawing.

Electric supply, if any, required for fabrication shall be provided by institute from one point free of cost.

7. CONTRACTOR'S RESPONSIBILITY FOR THE MANNER OF EXECUTION OF WORKS

The contractor shall be solely responsible for the manner and the method of executing the work. The work shall be subject to the approval of NIPGR from time to time for purposes of determination of the question whether the work is executed by the contractor in accordance with the contract.

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8. NO WORK SHALL BE UNDERTAKEN WITHOUT APPROVED WORKING DRAWINGS:

No work shall be undertaken at site by the contractor until detailed approved working drawings marked "Good" for execution/construction is issued by the NIPGR in writing. Any work done without the aforesaid working drawing shall be at the contractor's own risk and costs.

9. TIME LIMIT : The entire work is required to be completed within 60 days after the date of award of contract.

10. SUBMISSION OF BILLS:

Contractor is to submit the bills and record of measurements in approved Performa of the NIPGR or his representative for works executed by him. The Bill shall be submitted per month or after Completion work. Payment shall be released after completion of work only.

11. TERMS OF PAYMENT

The entire material for MS doors & grills supplied under this contract shall be guaranteed by the contractor to give Zero defect and trouble free usage for minimum one year after the date of completion of this contract, during this period, any defect in an by component of the job deemed by to be on account of bad workmanship or use of sub-standard materials shall be replaced/rectified to the entire satisfaction of the Institute by the contractor at his cost. 5% of the contract value shall be retained during the guarantee period as security deposit for this purpose. The security can be in the form of deduction from the payment due to the contractor during performance guarantee period i.e. one year after the date of completion, if no defects as above are noticed during the period or if noticed they are attended to satisfactorily, by the contractor.

12. ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:

If it shall appear to NIPGR, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to the contracted for, or otherwise not in accordance with the contract and provide other and suitable materials or articles so specified at his own cost and in the event of his failing to do so within a period to be specified by the NIPGR in his demand aforesaid, **then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate** for every week not exceeding ten days while his failure to do so that continue and in the case of any such failure NIPGR, may rectify or remove, and re-execute the work or remove and replace with other materials or articles complained of, as the case may be at risk and expenses in all respects of the contractor.

1. The works shall be inspected by NIPGR. The contractor shall extend full co-operation and render all necessary facilities for inspection of the work to the inspecting authority without any additional cost to NIPGR. It must be noted that any observations/ comments/ recommendations of the said Technical consultants shall be binding on the contractor.

2. It shall always prevail, unless otherwise specifically stated, that the entire provisions of Tender document been opened upon and accepted for compliance by the contractor without any reservation.

**Consultant Engineer,
NIPGR**

Seal & Signature of Contractor



TERMS & CONDITIONS

Name of Work: Providing & fixing MS grills in windows and MS mesh doors at Transit / Essential Accommodation, Hostel & Housing Block at NIPGR Campus, New Delhi.

1. The site of work is at NIPGR Campus, Aruna Asaf Ali Marg New Delhi-110067.
2. The contractor should visit the site and make himself acquainted with the topography of the site. The Department shall entertain no extra claim later on. A certificate of site visit as per Annexure-II must sign as enclosed.
3. The contractor shall make his own arrangement for the security of material at site.
4. The contractor shall arrange all T&P, Scaffoldings as required and nothing extra will be paid.
5. The contractor must get the prior approval of materials from the Institute.
6. The rates shall be inclusive of Transportation, loading, unloading and handling charges of material, nothing extra will be paid.
7. The rates shall be inclusive of all taxes including GST.
8. The contractor shall follow all labour laws as prevailing in Delhi.
9. All works shall be carried out as per CPWD Specifications and to satisfaction of the Institute.
10. The Institute reserves the right to reject / accept any or all tenders without assigning any reason.
11. In case of any dispute, the decision of the Director shall be final & binding on the contractor.
12. Any work not carried out as per instructions of the Institute shall be re-executed by the contractor without any extra cost.
13. The work shall be completed in all respects within **60 days after** the date of issue of work order.
14. Contractor must have experience of Fabrication of steel works for MS grills & MS mesh doors etc in Govt. organizations/other reputed organizations Institutes/Universities etc.
15. The Contractor shall be responsible for any damages and site clearance and nothing extra will be paid. In case the site clearance and damages which are not attended, a recovery amounting to ₹ 25,000/- shall be made.
16. **Security deposit @ 5%** shall be deducted from the bill and same shall be refunded after the completion of defect liability period of **One Year**. In case of violation of any condition of tender documents\work order, the security deposit/bank Guarantee will be forfeited\revoked\enchased.
17. All papers attached with this Quotation should be signed & returned in original.
18. Make of Steel- Jindal, Mahavir Ispat, Balaji, Garg Steel, Swastic & Apollo are acceptable makes.
19. The rates quoted shall remain valid for a period of 180 days, No tender can withdraw\or modify his tender or revoke the same within the same period. If a tenderer on his own withdrawn\or revokes the tender for any item or condition within the period mentioned in the tender notice his earnest money deposit shall stand forfeited. Notwithstanding foregoing, the Institute reverses the right to take other action as deemed appropriate.

Consultant Engineer,

NIPGR

Seal & Signature of Contractor



(Undertaking on a Non-Judicial Stamp Paper worth ₹ 100/- duly notarized)

I / We (bidder) hereby give an undertaking that:

- a) I/We have not been blacklisted during last three years by any Govt. Department/Govt. Autonomous Body/Institution, etc.;
- b) I/We do not have any dispute with any of the Govt. Departments/Govt. Autonomous Bodies/Institutions, etc.;
- c) I/We have never been certified as 'Unsatisfactory Performer' for the said services provided to the Govt. Departments/Govt. Autonomous Bodies/Institutions;
- d) I/We have not submitted any fake/forged certificates/documents and later, if any such 'Certificates/Documents' found to be fake/forged or contains willful wrong/incorrect information, suitable legal action may be initiated against me/us/agency besides 'forfeiture of Earnest Money Deposit' and 'Blacklisting' etc.
- e) I/We shall not withdraw my/our bid after opening of Technical Bid and if done so, the NIPGR shall be authorized to forfeit the EMD submitted by me/us.

Seal and Signature of the Authorized
Person of the Agency

Name and designation of the
Authorized Person of the Agency

Place:

Date:

✓ ✓

**‘CERTIFICATE FOR SITE INSPECTION’
Pre-qualification criteria of NIT**

Certificate that we have visited the site on and assessed the nature and amount of maintenance work involved before submitting our offer. We will be able to complete the maintenance works within the stipulated time and also that we will be able to execute the maintenance work suit to the site conditions.

(Signature of Bidder with Seal)

Name:

Address:

Date:

Consultant Engineer



CHECK-LIST FOR PRE-QUALIFICATION BID FOR Providing & fixing MS grills in windows and MS mesh doors at Transit / Essential Accommodation, Hostel & Housing Block at NIPGR Campus, New Delhi.

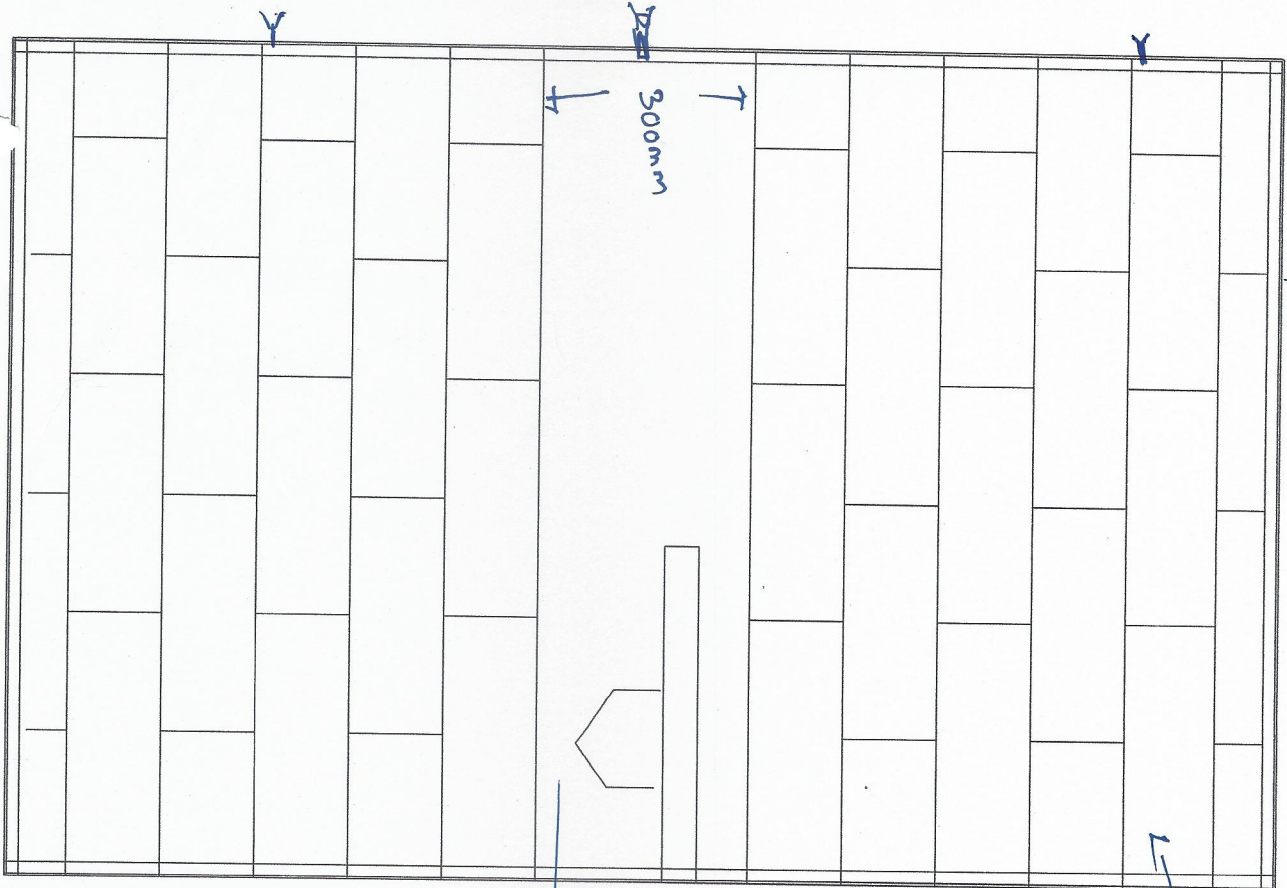
Sl. No.	Documents asked for	Page number at which document is placed
1.	Tender Cost	
2.	Earnest Money	
3.	Name of authorized person of the firm/agency, designation, address and office telephone numbers. If the bidder is a partnership firm/private or limited company, name designation, address and office telephone numbers of partners/ Directors also.	
4.	Undertaking on a Non-judicial Stamp Paper of ₹ 100/- (as per format prescribed in Annexure-I) after award of maintenance work.	
5.	Annexure II – Certificate for Site Inspection	
6.	Self-attested copy of the PAN card issued by the Income Tax Department and Registration for GSTIN is must.	
7.	Proof of experiences of last three years ending 31 st March, 2018 as specified in the NIT along with satisfactory performance certificates from the concerned employers.	
8.	Annual turnover of last three financial years ending 31 st March 2017 duly certified by the Statutory Auditors.	
9.	Any other documents, if required.	

Signature of the Bidder
(Name and Address of the Bidder)
Telephone No.

L N

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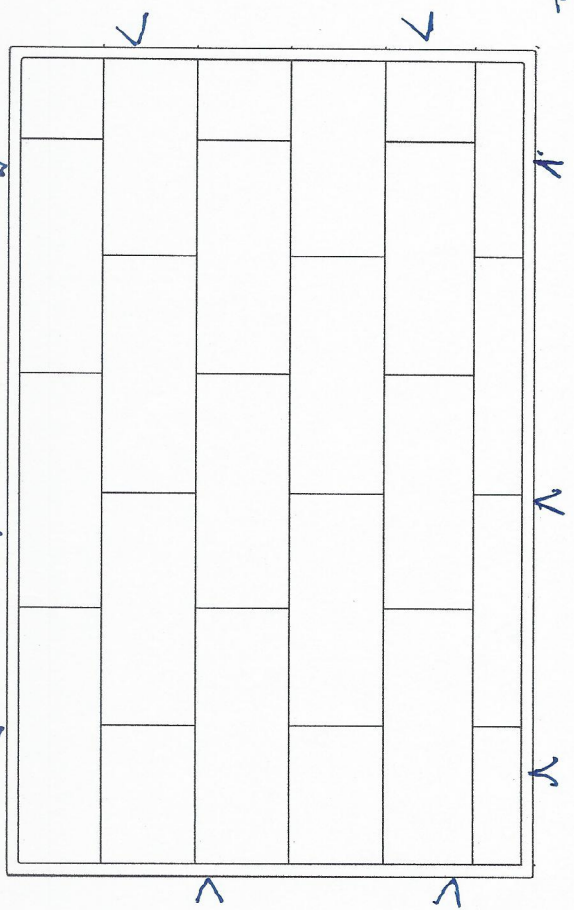
AS per site



MS Mesh Door
with MS frame

AS per site

Steel 1-6mm thick



MS Grill Design

FINANCIAL BID

Name of work: Providing & fixing MS grills in windows and MS mesh doors at Transit / Essential Accommodation, Hostel & Housing Block at NIPGR Campus, New Delhi.

**CLIENT : DIRECTOR NIPGR
NEW DELHI**

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Schedule of Quantity

Name of work : Providing & fixing MS grills in windows and MS mesh doors at Transit/Essential accommodation, Hostel & Housing Block at NIPGR Campus, New Delhi.

S.N.	Description	Unit	Qty	Rate	Amount
1	Providing & fixing of MS grills in windows of made of flat 25mmx5mm and square bar of 10mm over flats as per approved design and painted with one coat primer and two or more coat of synthetic enamel paint of approved colour and make all complete as per drawing & direction of Institute.	Kg	4500		
2	Providing and fixing factory made ISI marked steel mesh doors side /top /centre hung, with beading complete of standard rolled steel sections, joints mitred and flash butt welded and sash bars tenoned and riveted made of Tubler frames of 32mmx16gauze, flats 32mmx5mm and 10mmx10mm square bar, 1.6mm MS sheet for locking area including providing and fixing of hinges, pivots, including priming coat of approved steel primer, and two or more coat of synthetic enamel paint of approved colour and brand but excluding the cost of other fittings, complete all as per approved design (sectional weight of only steel members shall be measured for payment) with necessary hardwares etc complete as per drawing and instruction of Institute.. avg.size 7ftx3ft (size should be taken as per actual at site)	Kg	8200		
3	Extra for providing and fixing steel beading of size 10 x 10 x 1.6 mm(box type), approved shape and section with screws instead of glazingclips and metal sash putty, in steel mesh doors, windows, ventilators and compositeall complete as per direction of Institute.	Metres	1200		
4	Providing & fixing fly proof wire gauze to doors etc. with M.S. Flat 15x3 mm and nuts & bolts all complete as per direction of Institute.	Sqm	400		
	Stainless steel (grade 304) wire gauze of 0.5 mm dia wire and 1.4 mm aperture on both sides				
5	Providing and fixing 150 mm bright finished floor door stopper with rubber cushion, necessary screws etc. to suit shutter thickness etc all complete as per direction of Institute.	Each	328		
6	Providing and fixing bright finished MS tower bolts (barrel type) of approved colour with necessary screws etc. all complete as per direction of Institute. : Size-150mmx10mm	Each	328		
7	Providing and fixing bright finished MS handles of approved colour with screws etc.all complete as per direction of Institute.	Each	328		
	125 mm				
8	Providing and fixing aluminium die cast body tubular type universalhydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 35 kg and door width upto 700 mm), withnecessary accessories and screws etc. all complete as per direction of Institute.	Each	164		
9	Providing and fixing Stainless Steel sliding door bolts/aldrop, ISI marked to approved colour or shade, with nuts and screws etc. all complete as per direction of Institute.				
	250x16 mm	Each	164		
10	Providing & Fixing SS Door lock of MS mesh Door (three lever) and both side locking arrangement with three keys etc all complete as per direction of Institute.	Each	164		
				Total Amount	
				<u>GST@18%</u>	
				Net Total Amount	
				Seal & Sign of Agency	
	Consultant Engineer				

Seal & Sign of Agency

Consultant Engineer

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