

TENDER DOCUMENT

Name of work: **Repairing of cold room installed in NAPGER facility at NIPGR Campus, New Delhi.**

CLIENT: **DIRECTOR, NEW DELHI**

COST OF TENDER DOCUMENT:- ₹ 500/-

TENDER DOCUMENT

Name of work: **Repairing of cold room installed in NAPGER facility at NIPGR Campus, New Delhi.**

Owner: **Director, NIPGR New Delhi**

Tender Issued to :

**Place for submission /
opening of tender document:** **NIPGR Campus,
Aruna Asaf Ali Marg,
New Delhi-110067**

Last date for sale of tender documents: 23.10.2019 before 16.00 hrs.

Date & time of submission of tender documents: 24.10.2019 before 14.30 hrs.

Date & Time of Opening of Tenders: 24.10.2019 at 15.00 hrs.

**Consultant Engineer
NIPGR**

TENDER FORM

To

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

Dear Sir,

I/We have read and examined the following Tender Documents relating to **"Repairing of cold room installed in NAPGER facility at NIPGR Campus, New Delhi.**

- Tender Notice
- General Conditions
- Instructions to Bidders
- General Information
- Memorandum
- Schedule of Quantity (not to be filled)
- General Conditions of Contract Agreement
- Special terms & conditions of contract.
- Terms & Conditions
- Annexure – I, II & III
- Financial Bid

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, drawings and instructions in writing referred to in the conditions of tender.

(Seal & Signature of Contractor)

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
(Tender No.: NIPGR/Engg./5/8/2019-20)

Sealed Tenders (in two bid system) are invited on behalf of the Director, NIPGR, Aruna Asaf Ali Marg, JNU Campus, New Delhi – 110067, from the eligible contractors who has experience in "S.I.T.C. of cold rooms or similar nature of work" with Govt. departments or other reputed organizations.

Name of work: Repairing of cold room installed in NIPGR facility at NIPGR Campus, New Delhi.

Sl. No.	Estimated Cost	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.	₹ 1,83,000.00	₹ 3,660.00	30 days	23.10.2019 16.00 Hrs.	24.10.2019 14.30 Hrs.	24.10.2019 15.00 Hrs.

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

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

Tenderers registered with M.S.M.E. & N.S.I.C. in the above-mentioned service / activity are exempt from deposit of EMD.

The bids will be accepted in respect of those contractors having successfully completed at least three similar works of each value not less than ₹ 0.73 Lakh OR two similar works of each value not less than ₹ 0.92 Lakh OR one similar work of value not less than ₹ 1.46 Lakh during the last three years ending Sept. 2019 and having annual financial turnover of ₹ 0.91 lakhs during the last three years (2016-17, 2017-18 & 2018-19) ending March 2019 duly certified by the Statutory Auditors. Similar works means "S.I.T.C of cold rooms or similar nature of work" in Government organizations and reputed organizations.

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

Submission of complete tender documents duly signed and stamped with Technical Bid, by the tenderer is mandatory.

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

Consultant Engineer
NIPGR

(Seal & Signature of Contractor)

GENERAL CONDITIONS

Sealed tenders are hereby invited from the eligible bidders for the work of "**SUB.: Repairing of cold room installed in NAPGER facility 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 obtained at a cost of ₹ 500.00 (₹ Five hundred only) in cash from Consultant Engineer at NIPGR, Aruna Asaf Ali Marg, New Delhi. **Tender documents can also be downloaded from our website www.nipgr.ac.in free of cost.** The tender document is obligatory on the part of the tenderers & bid in no other form will be accepted.
2. The time allowed for the completion of said work is **30 Days** from the date of written order.
3. Every tender shall be accompanied by earnest money for ₹ 3,660.00 (₹ Three thousand six hundred sixty only) in the form of demand draft drawn in favour of the Director, NIPGR payable at New Delhi. Any tender not submitted with such earnest money will be rejected straight away. Tenderers registered with M.S.M.E. & N.S.I.C. in the above-mentioned service / activity are exempted from submission of E.M.D and Tender Cost.
4. The Tenderer will submit his tender off-line in prescribed format after examining the tender documents, scope of work, specific conditions of contract, Instructions to bidders, General Information, Terms and Conditions of contract agreement, technical specification, Price Bid, special terms and conditions of contract, specific conditions of contract.
5. The tender shall be submitted off-line in two parts, viz., Technical bid and Financial bid. Submission of complete tender document duly stamped and signed by tenderer with technical bid is mandatory.
6. The offer shall remain valid for 90 days from the date of opening of Tender. The validity of rates is extendable for a period of 180 days from the date of issue of award letter with mutual consent of both the parties.
7. The tenderer shall submit a copy of the audited balance sheets of the past three financial years ending 31/3/2019.
8. 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.
9. 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.
10. 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.
11. This notice inviting tender, will form part of the contract agreement to be executed by the successful tenderer.
12. All the correspondence on the tender shall be addressed to the Director, NIPGR, Aruna Asaf Ali Marg, New Delhi and any communication addressed to anyone else shall not in any manner to be binding upon the NIPGR, Aruna Asaf Ali Marg, New Delhi.
13. The successful tenderer shall have to sign the contract agreement within 10 days of the allotment of work.
14. The submitted documents / certificates may be verified with originals after opening of Technical Bid.

Consultant Engineer
NIPGR

Accepted
(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 NIPGR desires testing and commissioning shall be 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 SUPERSCRIBED Tender for: **Name of Work: Repairing of cold room installed in NAPGER facility at NIPGR Campus, New Delhi.**

ENVELOPE NO.- 1

This envelope shall contain only the earnest money deposit & technical bid with complete tender document, work experiences, PAN, 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 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 complete tender document duly signed & stamped at all pages 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. TENDER SHALL BE WRITTEN IN ENGLISH LANGUAGE:

Every tender shall be written in English language. All information such as documents and drawings supplied by the tenderer will also be in the English language only. Drawings and designs shall be dimensioned according to the metric system of measurements. 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 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. 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 of rates is extendable for a period of 180 days from the date of issue of award letter with 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.

7. 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.

8. 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.

9. TENDERER TO SATISFY HIMSELF OF SITE CONDITIONS:

Tenderers are advised to inspect and examine the site and its surroundings and also signed a certificate of site visit enclosed as per Annexure 'II' 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.

10. EARNEST MONEY:

The tender shall be accompanied by earnest money of ₹ 3,660.00 (₹ Three thousand six hundred sixty 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/placement of Supply/work Order whichever is earlier. In case of the Successful tenderer the earnest money shall be adjusted against performance security/security deposit.

11. TENDERER TO QUOTE BOTH IN FIGURES AND WORDS:

The bidder shall quote their rates for all the items both in figures as well as words given as per the attached format of Price bid. The amount of each item shall be worked out and the requisite total given. Special care shall be taken to write percentage in figures and words, and the amount in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words.

12. 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 tender document 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 containing remarks uncalled for.
- ii) Conditional tenders
- iii) Tenders not submitted on prescribed Performa.
- iv) Telegraphic/Fax/Postal tenders.
- v) Tender submitted without EMD.
- vi) Tender with NIL consideration

13. 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.

14. 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.

15. AMENDMENT IN TENDER DOCUMENTS:

NIPGR reserves the right to revise or amend the Bid Documents up to 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.

NIPGR also reserves the right to change the quantities of the units while issuing the letter of a award of work

16. REFERENCE IN TENDER DOCUMENTS:

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

Consultant Engineer
NIPGR

(Seal & Signature of Contractor)

GENERAL INFORMATION

1. Accepting Authority Director, NIPGR
New Delhi.
2. Earnest money For ₹ 3,660.00 (₹ Three thousand six hundred sixty only) to be furnished with the tender in the form of the demand draft (No interest is payable on Earnest Money and Security Deposit)
3. 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.
4. Authority competent to grant extension of time Director, NIPGR
5. Tools & plants To be arranged by contractor
6. Authority competent to reduce the compensation amount Director, NIPGR
7. Defect Liability Period 12 months from the date of acceptance of completion by the Institute.
8. 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 security deposit amount will be released after defect liability period.
9. Authority Competent to Appoint Arbitrator Director, NIPGR
10. Authority Competent to reduce the compensation amount Director, NIPGR

Consultant Engineer
NIPGR

(Seal & Signature of Contractor)

MEMORANDUM

- a) Name of work **Repairing of cold room installed in NAPGER facility at NIPGR Campus, New Delhi.**
- b) Estimated cost **₹ 1,83,000.00 (Approx.)**
- c) Earnest money **₹ 3,660.00 (₹ Three thousand six hundred sixty 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) **30 Days**

**Place
Date:**

(Seal & Signature of Contractor)

SCHEDULE OF QUANTITY

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 ₹ 3,660.00 (₹ Three thousand six hundred sixty only) deposited by me/us as earnest money in favour of Director, NIPGR, 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 _____ 2019

(Seal & Signature of Contractor)

SCHEDULE OF QUANTITY

Name of work: **Repairing of cold room installed in NAPGER facility at NIPGR Campus, New Delhi.**

S. N.	Description	Unit	Qty.	Rate	Amount
1.	Commercial Air-Conditioning Unit (Blue Star Make) 12000 BTU/Hr commercial cooling capacity @ - 2°C commercial air conditioning split unit having Emerson make compressor, suction/discharge valves in grooved copper tube condenser and Evaporator made out of inner grooved copper tube mechanically bonded with aluminium fins in stainless steel canopy along with first recharge of CFC free refrigerant.	Each	1	NOT TO BE FILLED	
1.	Model No. of machine				
2.	Catalogue of machine (to be attached with technical Bid)				
Add: GST @ 18%					
Total Amount					
Say					

Consultant Engineer

Seal & Signature of Contractor

GENERAL CONDITIONS OF CONTRACT AGREEMENT

1. SECURITY DEPOSIT

The bidder / bidders 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. 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 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, 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

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 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 Director, 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. 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. 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 CPWD / BIS specifications applicable as on the date of tenders shall be followed.

7. QUALITY CONTROL OF MATERIAL

If it shall appear to the authorized representative of 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 authorized representative of 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 authorized representative of 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 authorized representative 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 to the engineers inspecting the work.

9. AGENCY'S RISKS

All risks of loss of 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)

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. SPECIFICATIONS:

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

The Director 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 specification of tender documents the decision of the Institute shall be final binding and conclusive on the contractor.

2. CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC. - The rates specified in the tender shall be inclusive of GST, royalty and other taxes, etc. However if any fresh taxes are imposed by State/Central/Statutory bodies during the currency of contract, the same shall be borne by 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 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 Firefighting including site alignment. Electric supply and water, if any, required for the execution of work 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.

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 30 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 after Completion of work. Payment shall be released after completion of work only.

11. TERMS OF PAYMENT

The entire work executed under this contract shall be guaranteed by the contractor to give Zero defect and trouble free usage for one year after the date of completion of this contract, during this period, any defect in any component of the job on account of bad workmanship or use of sub-standard materials shall be replaced/rectified to the entire satisfaction of the Institute at his cost. 5% of the contract value shall be retained by the Institute 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 defect 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, or our representatives, 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 work order** 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 authorized representative of 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 representative of NIPGR 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: - Repairing of cold room installed in NAPGER facility at NIPGR Campus, New Delhi.

1. The site of work is at NIPGR Campus, Aruna Asaf Ali Marg, New Delhi – 110067 and agency must visit the site before quoting the rates.
2. The rates are inclusive of Transportation, loading, unloading & handling charges and nothing extra will be paid.
3. The rates shall be exclusive of GST and GST shall be shown separately in clear terms. Nothing extra will be paid.
4. The contractor shall make his own arrangement for the security of material at site.
5. The contractor shall arrange all T&P and nothing extra will be paid.
6. Payment shall be released only after completion of work and no advance payment will be made.
7. The EMD of unsuccessful bidders shall be returned after the issue of work order to the lowest agency.
8. In case, the agency fails to comply with terms & conditions the E.M.D. / Security Deposit of the agency shall be forfeited.
9. The work shall be completed within 30 days after the date of issue of work order, if not recovery @ 1% per day subject to maximum of 10% of quoted amount if the work is not completed within stipulated time of completion.
10. The Institute also reserves the right to reduce / increase the scope of work.
11. The material supplied shall be got approved by the Engineer-in-charge before installation and carrying out the work.
12. Any damage to any existing installations during the execution of work shall be the responsibility of the contractor and will be made good to the satisfaction of the engineer-in-Charge and nothing extra shall be paid.
13. Any kind of 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 the compensation to the staff engaged by him.
14. All safety precautions shall be taken so as to avoid any accident or inconvenience to the members of the staff.
15. All equipments shall be guaranteed for 12 months from the date of completion & handover to the department. Against unsatisfactory performance and/or breakdown the equipment or component or any other part of the installation so found defective in guarantee period shall be replaced/repared by the contractor free of cost to the satisfaction of Engineer-in-Charge.
16. In case the site clearance and damages are not attended, a recovery amounting to ₹ 10,000.00 (₹ Ten thousand only) shall be made.
17. The quotation must be accompanied with E.M.D. amounting to ₹ 3,660.00 (₹ Three thousand six hundred sixty only) by way of Demand Draft drawn in favour of "DIRECTOR, NIPGR", New Delhi.
19. Quotation not accompanied with E.M.D. will not be considered.
20. E.M.D. must be submitted in a separate envelope which will be opened first.
21. A security deposit @ 10% (percent) will be deducted from bill. The EMD will however be adjusted in the security deposit. The same will be released after defect liability period of one year.

22. The material supplied shall be got approved by the Engineer-in-charge before installation and carrying out the work.
23. The agency shall make necessary arrangements in advance of all the material required as shut down shall only be provided for maximum of seven days.
24. The electric & water supply shall be provided free of cost on request of agency. However, agency shall make necessary arrangements such as MCB, MCCB, etc., for safety to provide the electric supply.
25. NIPGR reserves the right to reduce / increase the quantity of items as per site condition and also any item of work can be deleted in whole at any stage of work.
26. Factory test reports of the machines shall be submitted before installation.
27. Payment will be released after deduction of statutory dues as per Rules in force.
28. The tenderer should clearly mention the make / model of the item in technical bid for which rates has been quoted.
29. The rates quoted must be inclusive of copper pipe, drain pipe, electrical wire, MCB, MCCB, etc. The material required to make the machine functional. Nothing extra shall be paid in this regard.
30. Payment will be released after deduction of tax at source as per Rule in force.

PAN: _____

GSTIN: _____

Consultant Engineer
NIPGR, New Delhi

Seal & Signature of Contractor

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

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

- a) I/We have not been blacklisted / on holiday list / debarred 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 work involved before submitting our offer. We will be able to complete the works within the stipulated time and to execute the work which suit to the site conditions.

(Seal & Signature of Contractor)

Name:

Address:

Date:

Consultant Engineer

CHECK-LIST FOR PRE-QUALIFICATION BID FOR: Repairing of cold room installed in NAPGER facility at NIPGR Campus, New Delhi.

Sl. No.	Documents asked for	Page number at which document is placed
1.	Earnest Money	
2.	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.	
3.	Undertaking on a Non-judicial Stamp Paper of ` 100/- (as per format prescribed in Annexure-I) along with tender document.	
4.	Self-attested copy of the GSTIN& PAN card issued by the respective authorities.	
5.	Proof of experiences of last three years ending Sept. 2019 as specified in the NIT along with satisfactory performance certificates and work orders from the concerned employers.	
6.	Annual turnover of last three financial years ending March 31 st 2019 duly certified by the Statutory Auditors.	
7.	Authorization certificate from O.E.M. for participating in tender.	
8.	Any other documents, if required.	

(Seal & Signature of Contractor)**(Name and Address of the Bidder)****Telephone No.**

FINANCIAL BID

Name of work: Repairing of cold room installed in NAPGER facility at NIPGR Campus, New Delhi.

**CLIENT : DIRECTOR NIPGR
NEW DELHI**

SCHEDULE OF QUANTITY

Name of work: **Repairing of cold room installed in NAPGER facility at NIPGR Campus, New Delhi.**

S. N.	Description	Unit	Qty.	Rate	Amount
1.	Commercial Air-Conditioning Unit (Blue Star Make) 12000 BTU/Hr commercial cooling capacity @ - 2°C commercial air conditioning split unit having Emerson make compressor, suction/discharge valves in grooved copper tube condenser and Evaporator made out of inner grooved copper tube mechanically bonded with aluminium fins in stainless steel canopy along with first recharge of CFC free refrigerant.	Each	1		
1.	Model No. of machine				
2.	Catalogue of machine (to be attached with technical Bid)				
Add: GST @ 18%					
Total Amount					
Say					

Consultant Engineer

Seal & Signature of Contractor