

## **TECHNICAL BID**

**Name of work:** Resurfacing of Bituminous road connecting from Main Gate to Campus gates at NIPGR Campus New Delhi.

**CLIENT:** DIRECTOR NIPGR,  
NEW DELHI

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## **TENDER DOCUMENT**

**Name of work:** Resurfacing of Bituminous road connecting from Main Gate to Campus gates at NIPGR Campus New Delhi.

**CLIENT:**

**DIRECTOR NIPGR,  
NEW DELHI**

**COST OF TENDER DOCUMENT:- Rs. 500/-**

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## **TENDER DOCUMENTS**

**Name of work:** Resurfacing of Bituminous road connecting from Main Gate to Campus gates at NIPGR Campus New Delhi.

**Owner :** **Director, NIPGR Campus, New Delhi**

**Tender issued to :**

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

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

**Consultant Engineer  
NIPGR, JNU Campus,  
New Delhi**

**Date & time of submission of tender documents: 11.09.2019 up to 1500 hrs.**

**Date & Time of Opening of Tenders: 12.09.2019 at 1500 hrs.**

**Consultant Engineer  
NIPGR**



## TENDER FORM

To

Director  
NIPGR, CAMPUS,  
New Delhi.

Dear Sir,

I/We have read and examined the following Tender Documents relating to the "**Name of work:** Resurfacing of Bituminous road connecting from Main Gate to Campus gates at NIPGR Campus New Delhi.

### **Tender Form**

- Tender Notice
- General Conditions
- Instructions to Bidders
- General Information
- Memorandum
- Schedule of Quantities (Not to be filled)
- General Conditions of Contract Agreement
- Special terms & conditions of contract.
- Instructions for Online Bid Submission
- 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)**

*(Handwritten signature)*



**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./7/4/2019-20)

Online 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 Resurfacing of bituminous road for the following work:

**Name of work:** Resurfacing of Bituminous road connecting from Main Gate to Campus gates at NIPGR Campus New Delhi.

Sl. No. 1.	Estimated Cost (In ₹) 2.	EMD (In ₹) 3.	Time for Completion 4.	Date & Time of submission of tender documents	Date & Time of Opening of Tenders 6.
1.	₹ 29,90,000.00	₹ 59,800.00	30 days	11.09.2019 1500 hrs.	12.09.2019 1500 Hrs.

Tender document can be obtained up to 1500 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 from 21.08.2019 to 11.09.2019 up to 1500 hrs. **Tender documents can also be downloaded on line free of cost from our website [www.nipgr.ac.in](http://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 favour of the **Director, NIPGR, New Delhi** so as to reach the undersigned latest by 11.09.2019 at 1500 hrs.

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.

The bids will be accepted in respect of those contractors having successfully completed at least three similar works of each value not less than ₹ 11.96 Lacs **OR** two similar works of each value not less than ₹ 14.95 Lacs **OR** one similar work of value not less than ₹ 23.92 Lacs during the last three years ending 31<sup>st</sup> July 2019. Similar works means "working experience in Resurfacing of bituminous road" in Government organizations, Govt. Autonomous organizations, OR other 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.

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


Consultant Engineer  
NIPGR



## GENERAL CONDITIONS

1. Online tenders are hereby invited from qualified contractors for the work of: **Name of Work: Resurfacing of Bituminous road connecting from Main Gate to Campus gates at NIPGR Campus New Delhi.**
2. 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) in cash from 21.08.2019 to 11.09.2019 from the NIPGR office, Aruna Asaf Ali Marg, New Delhi. **Tender documents can also be downloaded from our website [www.nipgr.ac.in](http://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.
3. The time allowed for the completion of work is **30 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 ₹. 59,800.00 (₹. Fifty nine thousand eight 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, and instruction for on-line bid, etc.
6. The tender rates shall remain valid for 90 days from the date of opening of Tender. The validity period can be extended with the mutual consent of both the parties. 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.
11. The successful tenderer shall have to sign the contract agreement within 15 days of the allotment of work.
12. All the correspondence on the tender shall be addressed to the Director, NIPGR.
13. The uploaded documents / certificates shall be verified with originals after opening of Technical Bid.

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, NIPGR.

### 2. 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.

### 3. TENDERER TO SUBMIT THE ENTIRE TENDER DOCUMENT ON-LINE.

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.

### 4. INSTRUCTION FOR FILLING THE TENDER.

Tenders shall be submitted ON-LINE, 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.

### 5. TENDERERS TO QUOTE FOR ALL ITEMS AND IN FIGURES:

The tenderer shall quote his rates in 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. The total amount shall be written both in figures and in words.

### 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 period can be extended 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.

### 7. TENDERER TO SIGN ALL PAGES:

The tenderer shall stamp and sign at the bottom right hand corner of every page of the tender document in token of acceptance of tender conditions and for the purpose of identification and must submit along with Technical Bid.

### 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 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. The tenderer must sign & submit the certificate for site inspection Annexure-II.



## 10. SAMPLES

After award of work of the tender contractor shall arrange relevant samples at his own cost and deposit with Institute. 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.

## 11. EARNEST MONEY:

The tenderer must deposit the earnest money ₹. 59,800.00 (₹. Fifty nine thousand eight 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.

## 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 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-line on prescribed Performa.
- v) Telegraphic tenders.
- vi) Tender submitted without E.M.D.
- vii) Not submitted required documents as per tender.
- viii) Tenders 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. 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.

## 16. 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



## GENERAL INFORMATION

- |    |   |  |
|----|---|--|
| 1  | Accepting Authority   | Director,<br>NIPGR, New Delhi.   |
| 2  | Reference Book  | i) CPWD specifications(Latest<br>as on date of tender)<br>ii)B.I.S. specifications(latest edition)   |
| 3  | Earnest money   | ₹. 59,800.00 (₹. Fifty nine thousand eight hundred only)<br>to be furnished with the tender in the form of the demand<br>draft (No interest is payable on security deposit)  |
| 4  | Security deposit  | The security deposit will be collected by deductions from<br>the running bills of the contractors at the rate mentioned<br>below and the earnest money, if deposited at the time of<br>tender, will be treated as part of security deposit.<br>Performance security may be accepted as Bank<br>Guarantee/DD of Scheduled Banks and State Bank of<br>India. A sum @ 10% of the gross amount of the bill<br>shall be deducted from each running bill of the contractor<br>till the sum along with the sum already deposited as<br>earnest money, will amount to Security Deposit of 5% of<br>the tendered value of the work. In addition, the<br>contractor shall be required to deposit an amount equal<br>to 5% of the tendered value of the contract as<br>Performance Security within the period prescribed for<br>commencement of work in the letter of award issued to<br>him. |
| 5  | Authority competent to grant<br>extension of time           | Director, NIPGR or authorized person by Director,<br>NIPGR   |
| 6  | Tools & plants  | To be arranged by contractor   |
| 7  | Schedule of Minimum wages                                   | As per notification issued by CPWD/Delhi Govt..  |
| 8  | Authority competent to<br>reduce the compensation<br>amount | Director ,NIPGR  |
| 9  | Defect Liability Period                                     | One year from the date of acceptance of completion by<br>the NIPGR.  |
| 10 | Release of Security Deposit                                 | The performance security shall be refunded to the<br>contractor on completion of the work and recording of<br>completion certificate by Institute and the security deposit<br>of 5%of work done shall be released after defect liability<br>period.  |
| 11 | Periodicity of submission<br>Of interim Bills               | Payment will be made after completion of work.   |
| 12 | Authority Competent to<br>Appoint Arbitrator                | Director, NIPGR  |

Consultant Engineer  
NIPGR

Seal & Signature of Contractor



## MEMORANDUM

- a) Name of work **Name of work:** Resurfacing of Bituminous road connecting from Main Gate to Campus gates at NIPGR Campus New Delhi.
- b) Estimated cost : ₹. 29,90,000.00 (approx.)
- c) Earnest money ₹. 59,800.00 (₹. Fifty nine thousand eight hundred only) in the form of Demand Draft in favour of 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 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 ₹. 59,800.00 (₹. Fifty nine thousand eight 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 \_\_\_\_\_ 2019



**Signature of Tenderer**



### Schedule of Quantity

**Name of Work:** Resurfacing of Bituminous road connecting from Main Gate to Campus gates at NIPGR Campus New Delhi.

S.N.	Description Of Item	Unit	Qty	Rate	Amount
1	Providing and laying non- pressure NP2class(Light duty) R.C.C. pipes with collars jointed with stiff mixtures of cement mortar in proportion of 1:2(1cement:2fine sand) including testing of joints etc Complete.				
	300mm dia R.c.C. dia	Metre	70		
2	Earth work excavation of pits ,trenches etc for 300 mm dia RCC pipes in soils,soft and hard rock respectively upto1.5 m depth below ground level including shoring & dewatering if necessary,dressing the sides,trimming and preaparing the bed for foundation &refilling aroundthe foundation and in plinth with selected excavated earth in layers not exceeding 150mm thick watering consolidation and disposing of surplus earth within a distance of 50m etc complete as per direction of Institute				
2a)	Soft Rock & Hard Rock- for 300mm R.C.C. pipes	Metre	70		
3	Providing and applying tack coat using bitumen emulsion (Rapid Setting) complying with IS 8887-1995, spraying the bitumen emulsion with mechanically operated spray unit, cleaning and preparing the existing road surface as per CPWD specifications and Instruction of Engineer-in Charge				
3a)	On bituminous surface @ 0.25kg/sqm.	Sqm	6000		
4	Providing and laying Bitumen Penetration Macadam with hard stone aggregate of quality, size and grading as specified, with bitumen of suitable penetration grade including required key aggregate as specified, spreading coarse aggregate with the help of self propelled / tipper tail mounted aggregate spreader and applying bitumen by a pressure distributor and then spreading key aggregate with the help of aggregate spreader complete including consolidation :with road roller of minimum 8 to 10 tonne capacity to achieve specified values of compaction and surface accuracy:-				
4a)	For 50mm compacted thickness using coarse aggregate of size 50-20 mm graded @ 0.60 cum per 10 sqm key aggregate of size 12.5 mm graded @ 0.15 cum per 10 sqm.With paving asphalt 80/100 @ 50 kg/10 sqm	Sqm	6000		
5	Providing and laying seal coat of premixed fine aggregate ( passing 2.36 mm and retained on 180 micron sieve) with bitumen using 128 kg of bitumen of grade 80 / 100 bitumen per cum of fine aggregate and 0.60 cum of fine aggregate per 100 sqm of road surface including rolling and finishing with road roller all complete .	Sqm	6000		
				<b>Total Amount</b>	
				<u>GST@18%</u>	
				<b>Net Total Amount</b>	
				<b>Seal &amp; Sign of Agency</b>	
Consultant Engineer					

NOT TO BE FILLED



## **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 to 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 the 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**

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 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.

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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 variation + - 1 inch may be considered at the completion 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.

#### **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 Engineer or the Director, 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 Engineer 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 Engineer, 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 Engineer, 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 consultants Engineer or Engineer-in-charge on behalf of 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**

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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 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, royalty 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 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, manufacture, supply, Installation including site alignment. Preparing of working drawing and taking of approval comes under scope of agency.

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. TIME LIMIT:** The entire work is required to be completed within 30 days after the date of award of contract.



#### 9. 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 can be submitted per month for release of payment on prorate basis. Final Payment shall be released after completion of work only.

#### 10. 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 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 by the contractor at his cost. 5% of the contract value shall be retained by 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.

#### 11. 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 percent 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 our NIPGRs. 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





### Instructions for Online Bid Submission

1. The tender documents are available on our website [www.nipgr.ac.in](http://www.nipgr.ac.in) & [www.eprocure.gov.in](http://www.eprocure.gov.in) and same can be downloaded.
2. Tender documents may be downloaded from ITPO's website [www.nipgr.ac.in](http://www.nipgr.ac.in) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in the tender document.
3. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the esubmission of the bids online through the Central Public Procurement Portal for eProcurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
5. The bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
6. Bids will be opened as per date/time as mentioned in the **Tender Document**. After online opening and evaluation of technical bids, the results of their qualification as well Price-Bid opening will be intimated.

### Submission of Tender

The tender shall be submitted online in two parts, viz., Technical bid and Financial bid.

All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature and content of the documents before uploading.

The offers submitted by hand/Post/Fax/email shall not be considered. No correspondence will be entertained in this matter.

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:  
<https://eprocure.gov.in/eprocure/app>.

### REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online Bidder Enrolment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra/ Nic etc.), with their profile.



- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 1) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 2) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 3) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST Certificate etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official before bid opening date/time as mentioned in critical date sheet or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.



- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232, 91-7878007972 and 91-7878007973.



## TERMS & CONDITIONS

**Name of work:** Resurfacing of Bituminous road connecting from Main Gate to Campus gates 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 Engineer- In -Charge.
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 etc..
8. The contractor shall follow all labour laws as prevailing in Delhi.
9. Supply of water for works shall be arranged by agency own self and power may be provided at one point free of cost. Power cable MCB shall be arranged by agency.
10. All works shall be carried out as per CPWD Specifications and to the satisfaction of the Institute.
11. The Institute reserves the right to reject / accept any or all tenders without assigning any reason.
12. In case of any dispute, the decision of the Institute shall be final & binding on the contractor.
13. Any work not carried out as per instruction of the Engineer-in-charge shall be removed and re-Construct by the contractor without any extra cost.
14. The work shall be completed in all respects within **One Month (30 days)**. The work shall be reckoned from the 10th day of the date on which the order to commence the work issued.
15. Contractor must have experience of Construction of Bituminous Road works in Govt. organizations/other reputed organizations Institutes/Universities and shall submit the experience certificates regarding the same.
16. 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 Rs.25,000/- shall be made.
17. All papers attached with this tender should be signed & returned in original.
18. The rates quoted shall remain valid for a period of 90 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.
19. The rates quoted shall remain valid for a period of 90 days from the date of award of work.

**Consultant Engineer,  
NIPGR**

**Seal & Sign of Agency**





**(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 / debarred / on holiday list 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 also that we will be able to execute the work suit to the site conditions.

**(Signature of Bidder with Seal)**

Name:

Address:

Date:

Consultant Engineer

✓ ✓



**CHECK-LIST FOR PRE-QUALIFICATION BID FOR Name of work: Resurfacing of Bituminous road connecting from Main Gate to Campus gates at NIPGR Campus New Delhi.**

<b>Sl. No.</b>	<b>Documents asked for</b>	<b>Page number at which document is placed</b>
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) with tender document in Envelope – I.	
4.	Self-attested copy of the PAN & GSTIN card issued by the Income Tax Department.	
5.	Proof of experiences of last three years ending 31 <sup>st</sup> July 2019 as specified in the NIT along with satisfactory performance certificates from the concerned employers.	
6.	Annual turnover of last three financial years ending March 31 <sup>st</sup> 2018 duly certified by the Statutory Auditors.	
7.	Any other documents, if required.	

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