

TENDER DOCUMENT

Name of work: Supply & Installation of Porta Cabin Type Structure for store purposes at NIPGR Campus New Delhi.

CLIENT: DIRECTOR, NEW DELHI

COST OF TENDER DOCUMENT: ₹ 500/-

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1/-

TENDER DOCUMENT

Name of work: Supply & Installation of Porta Cabin Type Structure for store purposes at NIPGR Campus New Delhi.

Owner: Director, NIPGR New Delhi

Tender Issued to :

Place for submission/

Place opening of tender document:

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

Date & time of submission of tender documents: 03.01.2020 up to 1500 hrs.

Date & Time of Opening of Tenders: 06.01.2020 at 1500 hrs.

सलाहकार अभियंता
NIPGR

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TENDER FORM

To

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

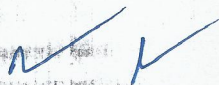
Dear Sir,

I/We have read and examined the following Tender Documents relating to **"Supply & Installation of Porta Cabin Type Structure for store purposes at NIPGR Campus New Delhi.**

- 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
- Annexure – I, II & III
- Terms & Conditions
- Drawings

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/7/40/2019-20)

Online item rate Tenders are invited in two bid system on behalf of the Director, NIPGR, Aruna Asaf Ali Marg, New Delhi – 110 067, from approved and eligible contractors of CPWD / State PWD and those on approved list of MES, Railways, Autonomous Bodies, State / Central Govt. undertakings, or reputed organizations for the following work:

Name of work: Supply & Installation of Porta Cabin Type Structure for store purposes at NIPGR Campus New Delhi.

Sl. No.	Estimated Cost (In Lacs) 2.	EMD (In ₹) 3.	Time for Completion 4.	Last date & Time of receipt of Tender 6.	Date & time of opening of tenders 7.
1.					
1.	₹ 31,89,000.00	₹ 63,800.00	45 days	03.01.2020 15.00 Hrs.	06.01.2020 15.00 Hrs.

The Earnest Money should be deposited in the form of Demand Draft / Bank Guarantee drawn in favour of the Director, NIPGR, payable at New Delhi so as to reach the undersigned latest by 03.01.2020 (3.00 P.M). The Tender documents and detailed specifications can be obtained in person by the interested firms from the Consultant Engineer, NIPGR, during office hours against non-refundable cash payment of ₹ 500.00 (₹ Five Hundred only) as mentioned above from 13.12.2019 to 03.01.2020 up to 1500 hrs. The tender document is available on eprocure.gov.in and can also be downloaded from our website: www.nipgr.ac.in and Govt. CPP Portal <https://eprocure.gov.in/eprocure/app>. The tender document downloaded from the website is exempt from payment of tender document cost (₹ 500/-).

Tenderers registered with M.S.M.E. & N.S.I.C. in the above-mentioned service / activities 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 ₹ 12.76 Lacs OR two similar works of each value not less than ₹ 15.95 Lacs OR one similar work of value not less than ₹ 25.51 Lacs during the last three years ending 31st Oct., 2019. Similar works means "Working experience of civil works preferably in porta cabin" in Government organizations, Govt. Autonomous organizations, OR other reputed organizations.

Annual turnover of ₹ 32.00 Lacs each financial year for the last three financial years ending March 31, 2019 duly certified by the Statutory Auditors.

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, New Delhi reserves the right to accept or reject all or any of the tender without assigning any reasons thereof.

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NIPGR

GENERAL CONDITIONS

1. Online item rate Tenders are invited in two bid system on behalf of the Director, NIPGR, Aruna Asaf Ali Marg, New Delhi – 110 067, Name of Work: **Supply & Installation of Porta Cabin Type Structure for store purposes 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 obtained at a cost of ` 500.00 (Rs. Five Hundred only) (Non-refundable) in cash from 13.12.2019 to 03.01.2020 from the Consultant Engineer, NIPGR, Aruna Asaf Ali Marg, New Delhi. The tender document 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.
3. The time allowed for the completion of work is 45 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 or bank guarantee for ₹ 63,800.00 (₹ Sixty three 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, etc.
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. If, a tenderer whose tender is accepted fails to undertake the work as per terms of the contract within 10 days to be reckoned from the date of issue of work order, the earnest Money deposited will be forfeited.
8. NIPGR does not bind itself to accept the lowest or any tender and reserves the right to reject any or all tenders without assigning any reason as well as for the transportation of samples.
9. NIPGR will not pay any expense, whatsoever incurred by tenderer for the preparation and submission of tenders as well as for the transportation of samples.
10. This notice inviting tender, will form part of the contract agreement to be executed by the successful tenderer with the NIPGR.
11. The successful tenderer shall have to sign the contract agreement within 15 days of the allotment of work.
12. Quoted rates shall be valid for 180 days from the date of Award of work.
13. All the correspondence on the tender shall be addressed to Director, NIPGR,

सलाहकार अभियंता
NIPGR

Seal & Signature of Contractor

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INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS:

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

2. 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 of rates is extendable for a period of one year 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 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. SAMPLES

After award of work of the tender contractor shall show the relevant samples at his own cost to Institute before start of work. 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.

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11. EARNEST MONEY:

The tender shall be accompanied by earnest money or bank guarantee of ₹ 63,800.00 (₹ Sixty three thousand eight hundred only) in the form of Demand Draft only drawn in favour of the Director, 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 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 .

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

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

15. AMENDMENT IN TENDER DOCUMENTS:

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

16. REFERENCE IN TENDER DOCUMENTS:

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

सलाहकार
अभियंता, NIPGR

Seal & Signature of Contractor



GENERAL INFORMATION

- 1 Accepting Authority Director, NIPGR
New Delhi.
- 2 Reference Book As per specifications
- 3 Earnest money ₹ 63,800.00 (₹ Sixty three thousand eight hundred only)
to be furnished with the tender in the form of the demand
draft or bank guarantee (No interest is payable on
Earnest Money and security deposit)
- 4 Security deposit The security deposit will be collected by deductions from
the running bills of the contractors at the rate mentioned
below and the earnest money, if deposited at the time of
tender, will be treated as part of security deposit.
Performance security may be accepted as Bank
Guarantee/DD of Scheduled Banks and State Bank of
India. A sum @ 10% of the gross amount of the bill
shall be deducted from each running bill of the contractor
till the sum along with the sum already deposited as
earnest money, will reach to the extent of 5% of the
tendered value of the work as security deposit. In
addition, the contractor shall be required to deposit an
amount equal to 5% of the tendered value of the contract
as Performance Security within the period prescribed for
commencement of work in the letter of award issued to
him.
- 5 Authority competent to grant extension of time Director or authorized person by Director,
- 6 Tools & plants To be arranged by contractor
- 7 Schedule of Minimum wages As per notification issued by Govt. of NCT.
- 8 Authority competent to reduce the compensation amount Director
- 9 Defect Liability Period Twelve months from the date of acceptance of
completion by the Institute.
- 10 Release of Security Deposit The performance security shall be refunded to the
contractor on completion of the work and recording of
completion certificate by Institute and the balance
amount be released after defect liability period.
- 11 Authority Competent to Appoint Arbitrator Director, NIPGR

सलाहकार अभियंता

Seal & Signature of Contractor

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MEMORANDUM

- a) Name of work **Supply & Installation of Porta Cabin Type Structure for store purposes at NIPGR Campus New Delhi.**
- b) Estimated cost **₹ 31,89,000.00 (Approx.)**
- c) Earnest money **₹ 63,800.00 (₹ Sixty three thousand eight hundred only) in the form of Demand Draft in favour of "Director, payable at New Delhi. (No interest is payable on earnest money) or bank guarantee.**
- 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) **45 Days**

Place
Date:

(Seal & Signature of AGENCY)

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SCHEDULE OF QUANTITIES

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

Should this tender be accepted, in whole or in part I/We hereby agree to abide by and fulfill all the terms & provisions of the conditions of tender as applicable or in default there of a sum of for ₹ 63,800.00 (₹ Sixty three 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

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Schedule of Quantity

Name of Work: Supply & Installation of Porta Cabin Type Structure for Store Purposes at NIPGR Campus New Delhi

S.N.	Item Description	Unit	QTY	Rate	Amount
1	a)Preparation of subgrade by filling of Graded Good earth to an average of 22.5 cm depth/ht, dressing to requiredLVLand Consolidation of surface including making good the undulations etc .with earth or quarry spoils etc. complete as per requirment and Instruction of Engineer-in-charge.	Sqm	150		
2	a)Supplying and stacking at site.-Good Earth	cum.	75		
3	Earth work excavation in foundation pits, trenches etc. in all soils ,soft and hard rock respectively upto depth mentioned below including shoring & dewatering if necessary, dressing the sides, trimming,ramming and preparing the bed for foundation & refilling around thefoundation and in plinth with selected excavated earth, in layers notexceeding 150mm. thick watering consolidation and disposing of thesurplus earth within a distance of 150 M. etc.complete as perspecifications, drawings & as directed by the Engineer-in-charge.	Cum	30		
4	Brick work with bricks of class designation 75 in Cement Mortar 1:4(1 cement: 4 Coarse sand) to correct line, level and Plumb scaffolding including raking out joints/ simultaneous flush pointing with cement mortar 1:4, curing etc. complete . upto plinth. as per specifications.Complete as per intruction of Engineer-in-charge.	Cum	25		
5	15 mm cement plaster on wall with mix 1:4(1cement: 4 coarse sand)	Sqm	70		
6	Providing and laying damp-proof course 50mm thick with cement concrete 1:2:4 (1 cement : 2 coarse sand(zone-III) : 4 graded stoneaggregate 20mm nominal size)	Sqm	20		
7	Providing and laying in position cement concrete of specified garde including the cost of centering and shuttering- All work upto plinth level.				
a)	1:5:10(1 cement: 5 coarse sand(Zonelll):10 graded stone aggregates 20mm nominal size)	Cum	16		
b)	1:2:4 (1cement:2 Coarse sand(zonelll):4 graded stone aggregates of 20mm nominal size)	Cum	10		
8	Prefabricated portable rooms consisting of factory made panels of 75mm thick for walls and roof of thermal insulated,stuffed,high grade galvanised steel duly chemically coated with six layers from inside and outside with protection from heat,Pest,Rust,Termite,Fire and water.The panels should be light in weight though very strong and durable,non-asbestos,non corrosive,unbreakble,moisture rresistent to withstand any wether conditions with Following Specifications for 40ft(L)x20ft(B)x10 ft(H) Porta cabin-2Nos. Each have following specification:- (Measurement on plinth area basis)	Sqft	1600		

NOT TO BE FILLED

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S.N.	Item Description	Unit	QTY	Rate	Amount
a	Wall & Roof Panels(75mm thick): Made out of plain GI sheet of .63mm thick both side, chemically treated, resin bounded with ESP thermo-cole 75 mm thick, sand casted & texture finish in desired colour. Series of these panels shall be joined together with GI H,C,L,Z and other sections to form composite panelling. Water proofing and paint inside and outside will be provided and cost of paint will be inclusive in rates. Roof shall have a projection of 1.5ft Centre Ht will be 10ft and side ht will be 8.5ft(Hut shpae)				
b	Painting: Water proof texture coat paint on external wall ,Plinth & internal walls surface and roof will be painted with teracotta paint. Colour combination shall be approved by Institute.				
c	Floor: Providing and Fixing of vitrified floor tiles of 2ftx2ft with specified thickness by manufacturer of approved make & colour laid on 20mm thick cement mortar 1:4 (1 cement: 4 coarse sand) jointing with grey cement slurry with white cement and matching pigments.				
d	Doors: MS structural frame and water proof flush doors of 35mm thick with SS fittings etc all complete hardware. Door Size-7ftx3ft-2nos.				
e	Window: Powder coated aluminium glazed windows (sliding) of size 34x4ft of 12 Gauge with 5.5 mm thick glass and sliding window arrangement with locking and aluminium fabricated grills other accessories etc all complete. - 8 Nos.				
f	Electrical Works: Electrical points with ISI mark copper wires of suitable sizes, switches and sockets 5amp/15amp-10nos. And Tubelight with wiring & switch etc.-10 nos. with required Electrical Control panels for said electrical points all complete as per direction of Engineer-in-charge.				
				Total Amount	
				GST @18%	
				Net Total Amount	
Consultant Engineer				Seal & Sign Of Agency	

NOT TO BE FILLED

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GENERAL CONDITIONS OF CONTRACT AGREEMENT

1. SECURITY DEPOSIT

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

2. COMPENSATION CLAUSE

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor, and shall be reckoned from the 10th day of the date on which the order to commence the work is given to the contractor, and within ten days of award of work 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.

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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.

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 a or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract other than the excepted risks are the responsibility of the contractor.

Seal & Signature of Contractor

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NIPGR



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 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. 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 45 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 can be submitted for each month for release of payment on prorata basis. Final 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 minimum one year after the date of completion of this contract, during this period, any defect in any 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.

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 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.

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13. ARBITRATION

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person selected from out of a panel of names to be supplied upon a request in writing by party invoking the arbitration by the Director, NIPGR, at the time of the dispute. It will be no objection to any such appointment that the arbitrator so appointed was associated with the work and that he had to deal with the matters to which the contract relates and that in the course of his duties in association with the Consultant Engineer, NIPGR, he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being unable to act for any reason, the Director shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Director as aforesaid shall act as arbitrator. In all cases where the amount of the claim in dispute is Rs. 50,000/- (Rs. Fifty thousand only) or above, the arbitrator shall give reasons for the award.

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

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

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

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

सलाहकार अभियंता
NIPGR

Seal & Signature of Contractor

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Instructions for Online Bid Submission

1. The tender documents are available on our website www.nipgr.ac.in & www.eprocure.gov.in and same can be downloaded.
2. Tender documents may be downloaded from ITPO's website 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.
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- 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.

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(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:

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**‘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 THE QUALIFICATION BIDDING~~ Supply & Installation of
Porta Cabin Type Structure for store purposes 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) with tender document in Envelope – I.	
4.	Self-attested copy of the GSTIN& PAN card issued by the Income Tax Department.	
5.	Proof of experiences of last three years ending 31 st Oct,2019as specified in the NIT along with satisfactory performance certificates from the concerned employers.	
6.	Annual turnover of last three financial years ending March 31 st 2019 duly certified by the Statutory Auditors.	
7.	Any other documents, if required.	

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

TERMS & CONDITIONS

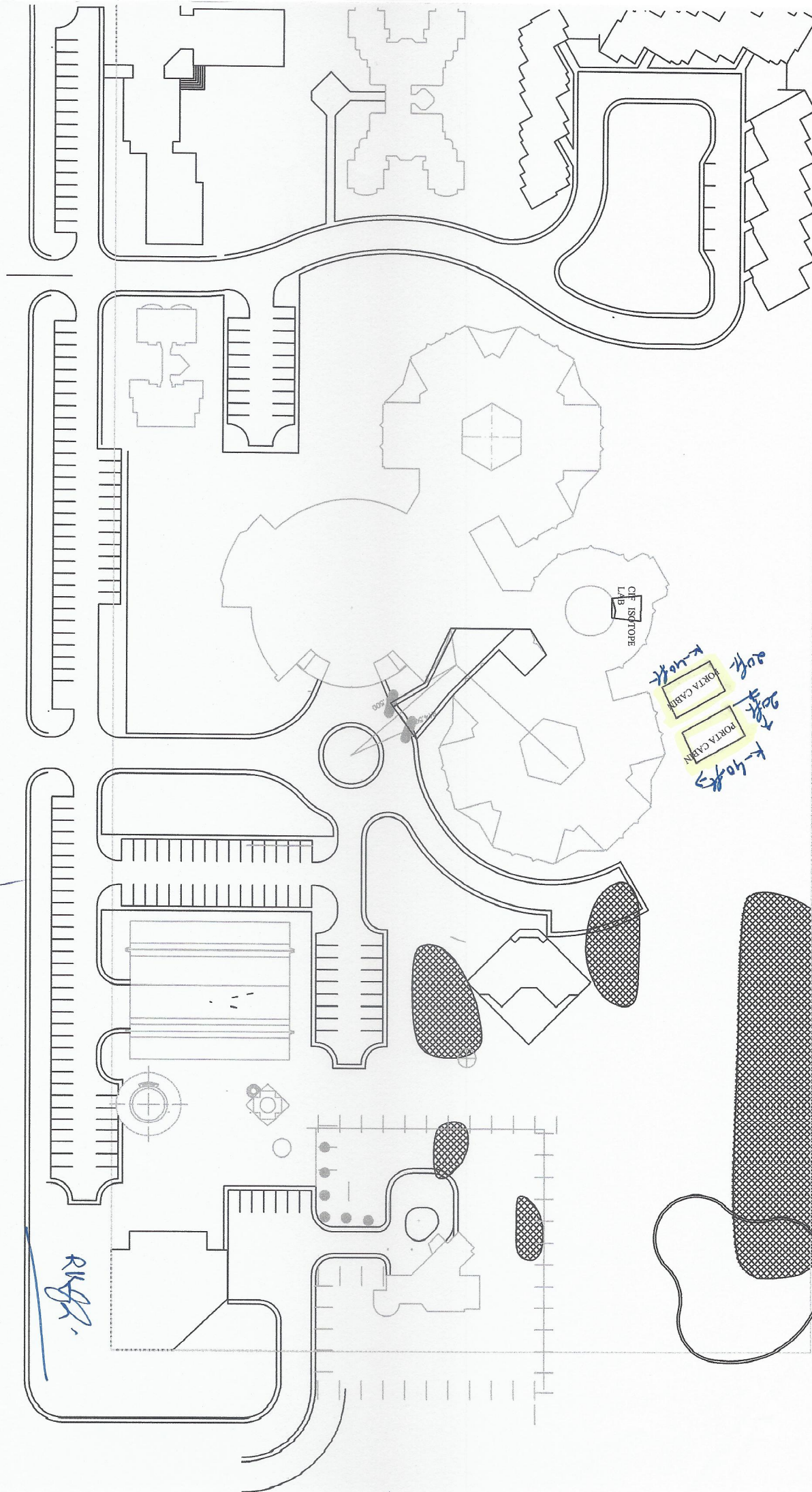
Name of Work: Supply & Installation of Porta Cabin Type Structure for store purposes at NIPGR Campus New Delhi.

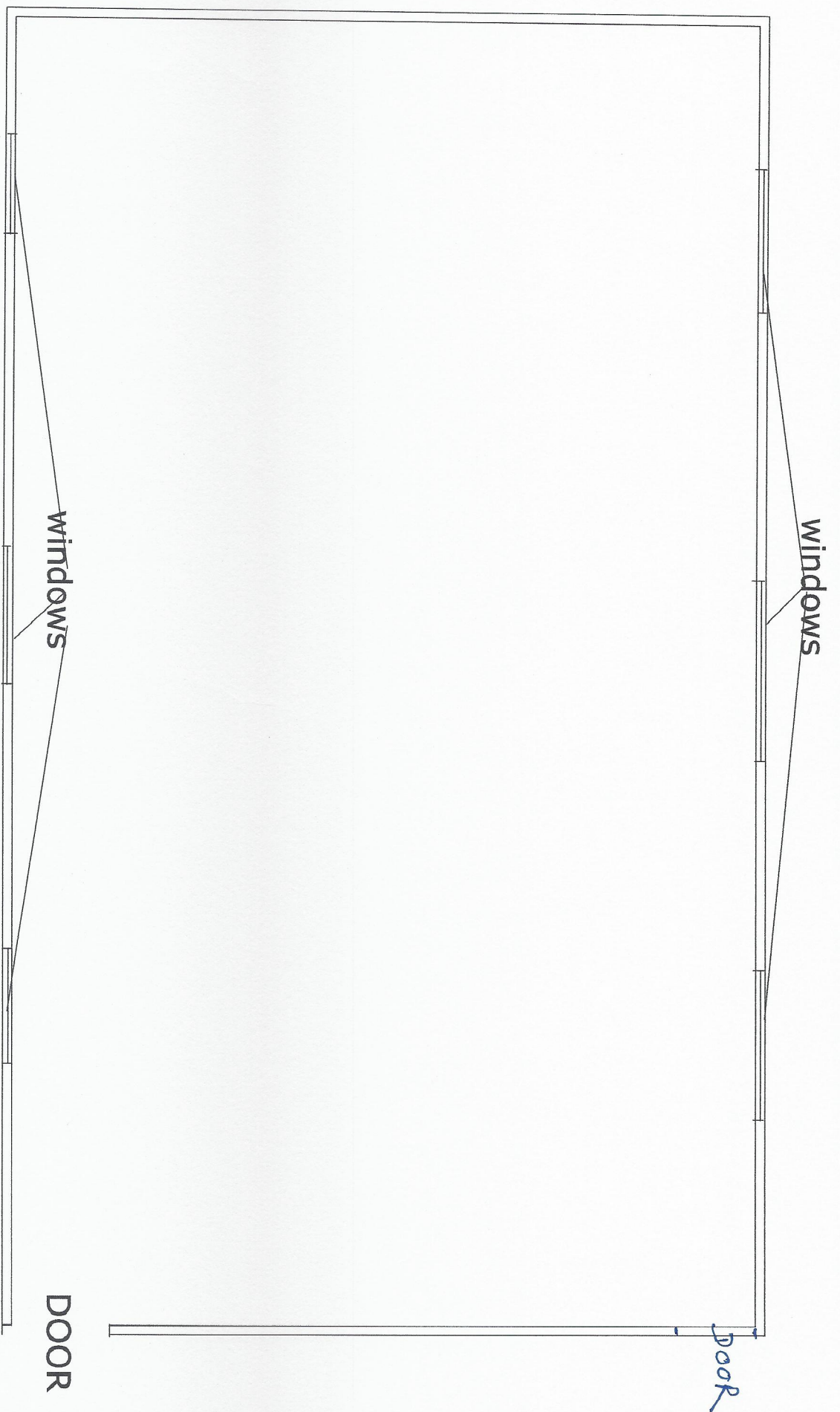
1. The site of work is at NIPGR Campus, Aruna Asaf Ali Marg New Delhi-110067.
2. The contractor should visit the site and make him acquainted with the topography of the site. The Department shall entertain no extra claim later on. A certificate of site visit as per Annexure-II must sign as enclosed.
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.
8. The contractor shall follow all labour laws as prevailing in Delhi.
9. All works shall be carried out as per CPWD Specifications and to satisfaction of the Institute.
10. The Institute reserves the right to reject / accept any or all tenders without assigning any reason.
11. In case of any dispute, the decision of the Institute shall be final & binding on the contractor.
12. Any work not carried out as per instruction of the Engineer-in-charge shall be removed and re-painted by the contractor without any extra cost.
13. The work shall be completed in all respects within **45 days after** the date of issue of work order.
14. Contractor must have experience of Civil works preferably in porta cabin in Govt. organizations/other reputed organizations Institutes/Universities etc.
15. The Contractor shall be responsible for any damages and site clearance and nothing extra will be paid. In case the site clearance and damages which are not attended, a recovery amounting to Rs.25,000/- shall be made.
16. **Security deposit @ 5%** shall be deducted from the bill and same shall be refunded after the completion of defect liability period of **One Year**. In case of violation of any condition of tender documents/work order, the security deposit/bank Guarantee will be forfeited/revoked/enchased.
17. All papers attached with this Quotation should be signed & returned in original.
18. Make of Steel- Jindal, Mahavir Ispat, Rana Steel, RINL, Cement: Shree, ACC Ambuja.
19. 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 reserves the right to take other action as deemed appropriate.

Consultant Engineer, NIPGR

Seal & Signature of Contractor







Plan of Port Cabin at NIPGR Campus New Delhi

RK Singh