

## TECHNICAL BID

**SUB.:** Painting of Main Buildings at NIPGR Campus, New Delhi.

**CLIENT:** DIRECTOR NIPGR,  
NEW DELHI

## **TENDER DOCUMENT**

**SUB.:** Painting of Main Buildings at NIPGR Campus, New Delhi.

**CLIENT:** **DIRECTOR NIPGR,  
NEW DELHI**

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

**TENDER DOCUMENTS**

**SUB.:** Painting of Main Buildings at NIPGR Campus, New Delhi.

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

**Tender issued to :** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**Last date for sale of tenders:** 17.01.2017 before 16.00hrs.  
**Date/Time of submission :** 19.01.2017 before 14.30hrs.  
**Date/Time of opening :** 19.01.2017 at 15.00hrs.

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

## TENDER FORM

To

The Consultant Engineer  
NIPGR, JNU CAMPUS,  
New Delhi.

Dear Sir,

I/We have read and examined the following Tender Documents relating to the "SUB.:  
Painting of Main Buildings at NIPGR Campus, New Delhi.

- Tender Form
- Tender Notice
- General Conditions
- Instruction to bidders
- General Information
- Memorandum
- General conditions of contract
- Special terms and conditions of contract
- General site rules, procedures and precautions
- Schedule of Quantity
- Terms & conditions
- Annexure – I, II & III

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, 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

F. No. NIPGR/Engg./7/1(1)/2016-17

Dated: 28.12.2016

**TENDER NOTICE**

Sealed 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 so as to reach his office upto 2.30 P.M. on or before 19.01.2017 for the following work:

**SUB.:** Painting of Main Buildings at NIPGR Campus, New Delhi.

Sl. No.	Estimated Cost (In Rs.)	EMD (In Rs.)	Time for Completion	Last date & time for sale of Tender Documents	Date & time of submission / opening of tenders
1.	2.	3.	4.	5.	6.
1.	1641300/-	32850/-	60 Days	<u>17.01.2017</u> 16.00 Hrs.	<u>19.01.2017</u> 14.30 Hrs. 15.00 Hrs.

Tender documents can be obtained upto 16.00 Hrs. on all working days on payment of ₹. 500.00 (₹. Five hundred only) in cash (Non-refundable) towards the cost of tender. The earnest money shall be in the form of Demand Draft of a Scheduled Bank issued in favour of the Director, NIPGR, New Delhi.

The tender documents can also be downloaded from our website [www.nipgr.ac.in](http://www.nipgr.ac.in) The tender documents downloaded from website must be accompanied with ₹. 500.00 (₹. Five hundred only) in form of Demand draft in Favour of the "Director, NIPGR, New Delhi" towards the cost of tender documents, otherwise the tender will not be considered.

The tender will be accepted in respect of those contractors having successfully completed at least three similar works of each value not less than ₹. 6.57Lacs OR two similar work of each value not less than ₹. 8.21 Lacs OR one similar work of each value not less than ₹. 13.13 Lacs during the last three years ending 31<sup>st</sup> Oct. 2016. Similar works means "Painting of Buildings in Government organizations, Govt. Autonomous organizations and other reputed organization.

Intending tenderers must enclose self-attested copies of Completion Certificate of having completed the work satisfactorily issued by an authority and financial turnover of last 3 years ending March 2016 minimum for ₹ 16.5 lacs in each year duly certified by Statutory 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, New Delhi**

## GENERAL CONDITIONS

1. **Sealed tenders on item rate basis are hereby invited from pre-qualified contractors for the work of "SUB.: Painting of Main Buildings at NIPGR Campus, New Delhi.**  
The tender document consists of Tender form, Notice inviting tender, Instructions to bidders, General Information, Schedule of quantity, General Conditions of contract Agreement, List of tests and technical specification, Bill of quantities etc. which can be had at a cost of Rs. 500.00 (Rs. Five hundred only) from the office of Consultant Engineer, NIPGR, Aruna Asaf Ali Marg, New Delhi. Purchase of tender document is obligatory on the part of the tenderers & bid in no other form will be accepted.
2. The tender documents shall be placed in sealed cover as mentioned in Procedure of Submission of tender and addressed to the Consultant Engineer, NIPGR Campus, New Delhi. The tender shall be received by the Consultant Engineer, NIPGR campus, New Delhi before 14.30 hrs. on 19.01.2017 and shall be opened on the same day at 15.00 hrs. in presence of the tenderers or their authorized representatives who may like to be present. Any envelope received after the said date and time shall not be entertained under any circumstances and no consideration what so-ever shall be given to anything that might be contained in any such envelope.
3. The time allowed for the completion of work is 60 days to be reckoned from the 10th day after the date of written order to commence the work.
4. Every tender shall be accompanied by earnest money for ₹.32850-(₹. Thirty two thousand and eight hundred fifty only) in the form of demand draft drawn in favour of the Director, NIPGR payable at New Delhi. Any tender not accompanied by such earnest money will be rejected straight away.
5. The contractor will submit his tender after examining the tender documents, scope of work, specifications, clauses, additional terms of contract agreement, special terms & conditions, bill of quantities etc.
6. The offer shall remain valid for 180 days from the date of opening of Tender. The value of tender can be increased or decreased and any item can be added, deleted, withdrawn or substituted without any notice as per the requirements of NIPGR 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 allotment letter, the earnest Money deposited will be forfeited.
8. NIPGR does not bind itself to accept the lowest or any tender and reserves the right to reject any or all tenders without assigning any reason.
9. NIPGR will not pay any expense, whatsoever incurred by tenderer for the preparation and submission of tenders.
10. This notice inviting tender, will form part of the contract agreement to be executed by the successful tenderer with the NIPGR
11. The successful tenderer shall have to sign the contract agreement within 10 days of the allotment of work.

**Consultant Engineer  
NIPGR, New Delhi**

**Seal & Sign of Contractor**

## **INSTRUCTIONS TO BIDDERS**

### **1. GENERAL INSTRUCTIONS:**

The "Owner" where appearing in these documents shall mean Director, NIPGR,

### **2. PROCEDURE FOR SUBMISSION OF TENDERS:**

The following procedure shall be adopted for submission and opening of tenders. The sealed envelope SUPERSCRIBED Tender for: "SUB.: Painting of Main Buildings at NIPGR Campus, New Delhi.

#### **ENVELOPE NO.- 1**

This envelope shall contain only the earnest money deposit & technical bid and will be opened first.

#### **ENVELOPE NO.- 2**

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

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

### **3. TENDERERS TO STUDY ENTIRE TENDER DOCUMENT CAREFULLY:**

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

### **4. TENDERER TO SUBMIT THE ENTIRE TENDER DOCUMENT:**

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

### **5. TENDERERS TO QUOTE FOR ALL ITEMS:**

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

### **6. VALIDITY PERIOD OF OFFERS:**

The rates quoted in the tender shall hold good for 180 days from the date of opening of the tender. The validity period shall be extendable with the mutual consent of both the parties. No tenderer can withdraw/or modify his tender or revoke the same within the said period of 180 days. If a tenderer on his own withdraws or revokes the tender or revises or alters or modifies the tender for any item or condition within a period of aforesaid 180 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 (As per Annexure – II).

**10. EARNEST MONEY:**

The tender shall be accompanied by earnest money of ₹.32850-(₹. Thirty two thousand and eight hundred fifty 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.

**11. TENDERER TO QUOTE BOTH IN FIGURES AND WORDS:**

All tenderers shall quote the rate in figures as well as in words, the amount of each item shall be worked out and the requisite total given. Special care shall be taken to write percentage in figures and words, and the amount in figures only in such a way that interpolation is not possible. The total amount shall be written both in figures and in words.

**12. TENDER LIABLE TO REJECTION:**

Tenders which do not fulfill all or any of the conditions laid down in this notice, or contain conditions not covered and / or not contemplated by the Conditions of 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.

**13. CORRESPONDENCE:**

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

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

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

**15. AMENDMENT IN TENDER DOCUMENTS:**

NIPGR reserves the right to revise or amend the Bid Documents 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, shall be referred as "Owner" in all the documents of Tender documents/contract agreement.

**17. CONSULTANT ENGINEER**

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

**Consultant Engineer  
NIPGR, New Delhi**

**Seal & Sign 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  | ₹.32850-(₹. Thirty two thousand and eight hundred<br>fifty only) to be furnished with the tender in the form of the<br>demand 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 India.<br>A sum @ 10% of the gross amount of the bill shall be<br>deducted from each running bill of the contractor till the sum<br>along with the sum already deposited as earnest money,<br>will amount to Security Deposit of 5% of the tendered value<br>of the work. In addition, the contractor shall be required to<br>deposit an amount equal to 5% of the tendered value of the<br>contract as Performance Security within the period<br>prescribed for commencement of work in the letter of award<br>issued to him. |
| 5  | Authority competent to grant<br>extension of time        | Director, NIPGR or authorized person by Director, NIPGR   |
| 6  | Tools & plants   | To be arranged by contractor  |
| 7  | Schedule of Minimum wages                                | As per notification issued by CPWD.   |
| 8  | Authority competent to reduce<br>the compensation amount | Director ,NIPGR   |
| 9  | Defect Liability Period                                  | One year from the date of acceptance of completion by the<br>NIPGR.   |
| 10 | Release 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 of<br>5%of work done shall be released after defect liability<br>period. In case agency fails to carryout the work awarded to<br>the satisfaction of the Consultant Engineer or violates any<br>of the condition of work order / tender document, the<br>security deposit will be forfeited or Bank Guarantee will be<br>encashed.   |
| 11 | Periodicity of submission<br>Of interim Bills            | Once in a month on the basis of actual measurement of<br>work done.   |
| 12 | Authority Competent to<br>Appoint Arbitrator             | Director, NIPGR   |

Seal, Sign of Contractor

Consultant Engineer  
NIPGR, New Delhi

## MEMORANDUM

- a) Name of work **SUB.:** Painting of Main Buildings at NIPGR Campus, New Delhi.
- b) Estimated cost 16.41 Lacs.
- c) Earnest money ₹.32850-(₹. Thirty two thousand and eight hundred fifty 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) 60 Days

Place  
Date:

(Seal & Signature of Contractor)

## GENERAL CONDITIONS OF CONTRACT AGREEMENT

### 1. SECURITY DEPOSIT

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

### 2. COMPENSATION CLAUSE

The time allowed for carrying out the work as entered in tender shall be strictly observed by the contractor and shall be reckoned from the 10 day of the date on which the order to commence the work to contractor after issue of Letter of acceptance. If the Contractor fails to complete the work within 60days, being time bound contract shall be liable to compensation @1% per week subject to maximum of 10% of quoted amount. The entire amount of Compensation to be paid under the provisions of this clause. The Director, NIPGR on a representation from the Contractor is however, empowered to reduce the amount of compensation and his decision in writing shall be final.

### 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 Consultant Engineer, NIPGR within 5 days of the date of the hindrance on account of which he desires such extensions as aforesaid but before the expiry of time limit and the Consultant Engineer, if in his opinion(which shall be final)reasonable grounds as shown thereof, authorized such extension of time if any, as may, in his opinion be necessary or proper.

### 4. COMPLETION OF WORK

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

### 5. ADDITIONS/ALTERATIONS

The Consultant Engineer, 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 Consultant Engineer and such alterations, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to carry out in the manner above specified as part of the work shall be carried out by the contractor on same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered additional or substituted work has to the main work at the sole discretion of the Consultant Engineer, NIPGR and his decision in this regard shall be final and binding on the contractor.

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

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

#### 6. 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.

#### 7. CARRYING OUT OF WORK

All the work shall be carried out in accordance with CPWD specifications prevalent as on date of tender & strictly as per the specifications given in the tender to the total satisfaction of the

Consultant Engineer. 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.

8. **QUALITY CONTROL OF MATERIAL**

If it shall appear to the Consultant Engineer or the Director, NIPGR 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 Consultant 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 Consultant Engineer, NIPGR 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 not exceeding 10 days, while his failure to do so shall continue and in the case of any such failure the Consultant Engineer may 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.

9. **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 Consultant Engineer, NIPGR 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 Consultant 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 contractor shall give not less than 5 days notice in writing to Consultant Engineer, NIPGR of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions there of be taken before the same is so covered up or placed beyond the reach of measurement and any work without the consent in writing of Consultant Engineer, NIPGR or placed beyond the reach of measurement without such notice having been given to or consent obtained, the same shall be uncovered at the contractor's expense or in default thereof, no payment or allowance shall be made for such work of the materials with which the same was executed.

The work during its progress shall from time to time inspected by Consultant Engineer or Engineer-In-charge of NIPGR and the contractor shall extend all co-operation to the consultants inspecting the work.

10. No Escalation shall be paid.

11. Quoted rates for all items shall be firm, fixed & binding on the contractor irrespective of any variations of quantities of individual items stated.

**Consultant Engineer  
NIPGR, New Delhi**

**Seal & Sign of Contractor**

## **SPECIAL TERMS AND CONDITIONS OF CONTRACT**

### **1. SPECIFICATIONS:**

If specifications for an item of work are not covered by the CPWD Specifications/B.I.S. Specifications prevailing as on date 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 particular approved make which may in his opinion be necessary for proper and reasonable compliance with the specifications and execution of work.

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

a) As required by Institute, 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 Institute to submit manufacturer's certificate that the materials have been tested in accordance with requirements of the specifications.

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

### **2. WORK AND WORKMANSHIP:**

To determine the acceptable standard or workmanship, the Engineer-Incharge may order the contractor to execute certain portions of works and services and the like under the close supervision of Engineer-Incharge. On approval, these items shall be labeled as guiding samples and works executed to conform to these samples.

### **3. CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC.**

The rates specified in the tender shall be inclusive of all taxes such as sales taxes, service tax, toll, Customs fees, octroi, royalty etc. or any other taxes. However if any fresh taxes are imposed by State/Central/Statuary bodies during the currency of contract, the same shall be borne by NIPGR.

### **4. 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.

### **5. APPROVAL OF SAMPLES**

Before undertaking painting/texture of item or any item of work for use in work the contractor shall arrange at his own cost the relevant samples which shall be approved by the Institute. These samples will be approved by the Institute in the presence of the contractor.

### **6. 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 Institute and only the said court shall have jurisdiction to try any such actions and/or proceedings to the exclusion of all other courts.

### **7. SCOPE OF WORK:**

The scope of work is as per enclosed BOQ. The contractor should note that during the inspection of site, according to which the contractor has to execute the work covered under this contract, may undergo changes.. The scope of work is thus not limited only to the detailed

given but as per instruction of Engineer-in-Charge. The quantity of work can be increased or decreased as per site condition / requirement.

**8. 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 Institute from time to time for purposes of determination of the question whether the work is executed by the contractor in accordance with the contract.

**9. SUBMISSION OF BILLS:**

Contractor is to submit the bills and record of measurements of work done in triplicate on approved Performa to the Institute for works executed by him. The Bill shall be submitted once in a month.

**10. ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:**

If it shall appear to the Institute or his 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 CPWD specifications/B.I.S. specifications the contractor shall on demand in writing from the Architect specifying the work materials, articles complained or not with-standing that the same have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require, or as the case, remove the materials or articles so specified 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 Institute in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent of the work order amount and not exceeding 10% percent of the work ordered amount.

11. The works shall be inspected by Engineers & Consultant of Institute. 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.

12. 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.

**Seal & Sign of Contractor**

**Consultant Engineer  
NIPGR, New Delhi**

## GENERAL SITE RULES, PROCEDURES AND PRECAUTIONS

### 1 SITE WORKING RULES AND REGULATIONS

a) The contractor shall furnish 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.

**Consultant Engineer  
NIPGR, New Delhi**

**Seal & Sign of Contractor**



**SCHEDULE OF QUANTITIES**

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

Should this tender be accepted, in whole or in part I/We hereby agree to abide by and fulfill all the terms & provisions of the conditions of tender as applicable or in default there of a sum of ₹.32850-(₹. Thirty two thousand and eight hundred fifty only) deposited by me/us as earnest money in favour of NIPGR , New Delhi., shall stand absolutely forfeited to NIPGR.

I/We agree:

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

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

1)

2)

3)

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**Signature of Tenderer**

**Schedule of Quantity**

**Name of work : Painting of Main Buildings at NIPGR Campus, New Delhi.**

S.N.	Description	Unit	Qty	Rate	Amount
1	Removing oil bound distemper by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc.all complete including scaffolding, wherever double ht. as per instruction of Engineer-in-Charge	Sqm.	15200		
2	Applying One Coat of Cement primer of Approved brand and manufacture on wall surface after preparation of base surfaces with birla putty.including scaffolding, wherever double ht. all complete as per instruction of Engineer-in-Charge	Sqm.	15200		
3	Wall painting withOil bound distemper of approved Brand and manufacture to give an even shade over old work with two coat or more coat.including scaffolding, wherever double ht. all complete as per instruction of Engineer-in-Charge				
3(a)	Distemping with oil bound washable distemper of approved brand andmanufacture to give an even shade Old work two or more coats	Sqm.	15250		
4	White washing with whiting to give an even shade on old work( two or more coat) including scaffolding, wherever double ht. all complete as per instruction of Engineer-in-Charge	Sqm.	3000		
5	Scrapping , sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.including scaffolding, wherever double ht.as per instruction of Engineer-in-Charge	Sqm.	3600		
6	Painting with black anti- corrosive bitumastic paint approved brand & manufacture to give an even shade one or more coats on old work .including scaffolding, wherever double ht. all complete as per instruction of Engineer-in-Charge	Sqm.	250		
7	Providing & applying textured wall finishes composed of Acrylic copolymer in emulsion,inorganic/siliceous aggregate, on the external/internal concrete/plastered walls faces of approved make [spectrum, or Equivalent as approved by Engineer Incharge ] in approved shade and colour in adequate thickness and of approved texture made out of combination of quartz,marble, Dholpur,red sand stone etc or any other natural stone powder mixed, to achive the approved texture & shade as per manufacturer's recommendation and applying at all heights as sper site including necessary scaffolding wherever required double h.t etc, including necessary preperation of the existing surface with adequate cleaning, etc., including providing and applying a coat of SEALER as per manufacturer's recommendation in 1:3 proportion in water (one part sealer and 3 parts water) applied with brush/spray including making good the broken edges, undulations on the surfaces, loose and flaking surfaces with approved "surface improver". The Entire work shall be carried out by an experienced applicator in the best workmanship and must attain uniform shade, uniform surface all complete as specifications and as directed by E.I.C.(Prior approval of sample shall be obtained before procurement & large scale execution.)	Sqm.	2200		
8	Painting with synthetic enamel paint of approved brand and manufacture to give even shade of approved Brand and manufacture to give an even shade over old work with one coat or more coat.including scaffolding, wherever double ht. all complete as per instruction of Engineer-in-Charge	Sqm.	500		
9	Melamine polishing on wood work (two or more coat). Varnishing with flatting varnish of approved brand and manufacture including scaffolding, wherever double ht. all complete as per instruction of Engineer-in-Charge one or more coats on old work.	Sqm.	450		
10	PVC covering of Lab equipment, Furniture, Tables, Rackes etc. all complete during of painting works.as per instruction of Engineer-in-Charge	L.S.	1		
				<b>Total Amount</b>	
<b>(In words Rs.-----)</b>					
*The Paint Shall be synthetic enamel,oil bound distemper,cement primeretc confirming the IS code -IS2933,IS428and IS109 repectively for approved brand and manufacturer of Asian. Berger,Shalimar and Nerolac.					
<b>Note:</b> The agency must provide scaffolding at all heights wherever required for applying the paint must arrange their othert required arrangment for said works.). Necessary Labour License shall be obtained. The rate shall be inclusive of all taxes including VAT,ServiceTax, etc., or any other taxes levied . The work shall be guaranteed for <b>1 year</b> from date of completion.					
<b>Consultant Engineer</b>				<b>Seal&amp; Sign of Agency</b>	

**NOT TO BE FILLED**

## TERMS & CONDITIONS

**Sub: Painting of Main Buildings at NIPGR Campus, New Delhi.**

1. The contractor should visit the site and make them self acquainted with the location of site. The Department shall not entertain any extra claim later on.
2. The site of work is at NIPGR Campus, Aruna Asaf Ali Marg New Delhi-110067.
3. The contractor shall make his own arrangement for the security of material at site.
4. The contractor shall arrange all T&P 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.
7. Water & Electricity if required shall be provided by the Institute free of Cost.
8. The rates shall be inclusive of all taxes including VAT & Service tax.
9. The contractor shall follow all labour laws as prevailing in Delhi.
10. All works shall be completed to the entire satisfaction of the Engineer-in-charge.
11. The Director, NIPGR reserves the right to reject / accept any or all quotation without assigning any reason.
12. In case of any dispute the decision of the Director, NIPGR shall be final & binding on the contractor.
13. Any work not carried out as per instructions of the Engineer-in-charge shall be dismantled and reconstructed by the contractor without any extra cost.
14. The work shall be completed in all respects within 60 days, to be reckoned from the 10th day after the date of written order to commence the work.
15. Being a time bound contract, and the contractor shall be liable to pay penalty @1.0% per week subject to maximum of 10% of quoted amount if the work is not completed within stipulated time of Completion.
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 are not attended, a recovery amounting to Rs. 50,000/- (Rs. fifty thousand only) shall be made.
17. The paint shall be synthetic enamel, oil bound distemper, cement primer, etc., conforming the IS Code - IS-2933, IS-428 and IS-109 respectively for approved brand and manufacturer of Asian, Berger, Shalimar & Nerolac.
18. The rates quoted shall remain valid for a period of 180 days. No tenderer can withdraw or modify his tender or revoke the same within same period. If tenderer on his own withdrawn for revokes the tender for any item or condition within the period mentioned in the tender notice, his earnest money

deposited shall be stand forfeited, notwithstanding foregoing, the Institute reserves the right to take other action as deemed appropriate.

19. The payment will be released after deduction of Income Tax at Source.

**PAN** : -----

**TIN** :-----

**Consultant Engineer**  
**NIPGR, New Delhi**

**Seal & Sign of Contractor**

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

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

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

Seal and Signature of the Authorized  
Person of the Agency

Name and designation of the  
Authorized Person of the Agency

Place:

Date:

**'CERTIFICATE FOR SITE INSPECTION'  
Pre-qualification criteria of NIT**

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

**(Signature of Bidder with Seal)**

Name:

Address:

Date:

Consultant Engineer

**CHECK-LIST FOR PRE-QUALIFICATION BID FOR PAINTING OF MAIN BUILDINGS AT NIPGR CAMPUS, NEW DELHI.AT NIPGR CAMPUS, NEW DELHI**

<b>Sl. No.</b>	<b>Documents asked for</b>	<b>Page number at which document is placed</b>
1.	Tender Cost	
2.	Earnest Money	
3.	Name of authorized person of the firm/agency, designation, address and office telephone numbers. If the bidder is a partnership firm/private or limited company, name designation, address and office telephone numbers of partners/ Directors also.	
4.	Undertaking on a Non-judicial Stamp Paper of ₹ 100/- (as per format prescribed in Annexure-I) after award of maintenance work.	
5.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
7.	Proof of experiences of last three years ending Oct. 31, 2016 as specified in the NIT along with satisfactory performance certificates from the concerned employers.	
8.	Financial turnover of last 3 years ending March 2016 minimum for ₹ 16.5 lacs in each year duly certified by Statutory Authority.	
9.	Any other documents, if required.	

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

## **FINANCIAL BID**

**Name of work: Painting of Main Buildings at NIPGR Campus, New Delhi.**

**CLIENT : DIRECTOR NIPGR  
NEW DELHI**



**Schedule of Quantity**

**Name of work : Painting of Main Buildings at NIPGR Campus, New Delhi.**

S.N.	Description	Unit	Qty	Rate	Amount
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6	Painting with black anti- corrosive bitumastic paint approved brand & manufacture to give an even shade one or more coats on old work .including scaffolding, wherever double ht. all complete as per instruction of Engineer-in-Charge	Sqm.	250		
7	Providing & applying textured wall finishes composed of Acrylic copolymer in emulsion,inorganic/siliceous aggregate, on the external/internal concrete/plastered walls faces of approved make [spectrum, or Equivalent as approved by Engineer Incharge ] in approved shade and colour in adequate thickness and of approved texture made out of combination of quartz,marble, Dholpur,red sand stone etc or any other natural stone powder mixed, to achive the approved texture & shade as per manufacturer's recommendation and applying at all heights as sper site including necessary scaffolding wherever required double h.t etc, including necessary preperation of the existing surface with adequate cleaning, etc., including providing and applying a coat of SEALER as per manufacturer's recommendation in 1:3 proportion in water (one part sealer and 3 parts water) applied with brush/spray including making good the broken edges, undulations on the surfaces, loose and flaking surfaces with approved "surface improver". The Entire work shall be carried out by an experienced applicator in the best workmanship and must attain uniform shade, uniform surface all complete as specifications and as directed by E.I.C.(Prior approval of sample shall be obtained before procurement & large scale execution.)	Sqm.	2200		
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<b>Total Amount</b>					
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Consultant Engineer					Seal& Sign of Agency