

TENDER DOCUMENT

Name of work: Supply, Installation, Testing and Commissioning of Pan Humidifier in AHU's for Tissue Culture Labs of New Lab Block at NIPGR Campus, New Delhi.

CLIENT: DIRECTOR, NIPGR NEW DELHI

COST OF TENDER DOCUMENT:- ₹ 500/-

TENDER DOCUMENT

Name of work: Supply, Installation, Testing and Commissioning of Pan Humidifier in AHU's for Tissue Culture Labs of New Lab Block 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

**Consultant Engineer
NIPGR**

Last date for sale of tenders: 21.08.2015 before 16.00hrs.
Date/Time of submission : 24.08.2015 before 14.30hrs.
Date/Time of opening 24.08.2015 at 15.00hrs.

**Consultant Engineer
NIPGR**

TENDER FORM

To

The Director
NIPGR, JNU CAMPUS, New Delhi.

Dear Sir,

I/We have read and examined the following Tender Documents relating to - **Name of work: Supply, Installation, Testing and Commissioning of Pan Humidifier in AHU's for Tissue Culture Labs of New Lab Block at NIPGR Campus, New Delhi.**

- Tender Notice
- General Conditions
- Instructions to Bidders
- General Information
- Memorandum
- Schedule of Quantities
- General Conditions of Contract Agreement
- Special terms & conditions of contract.
- Terms & Conditions

I/We hereby offer to execute the work complete in all respects specified in the under written Memorandum within the time specified therein or during the allowed extended time at the rates specified in the bill of Quantities and in accordance, with the specifications, designs, drawings and instructions in writing referred to in the conditions of tender.

(Seal & Signature of Contractor)

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

TENDER NOTICE
Tender No. NIPGR/Engg./5/14(1)/2015-16

Sealed item rate Tenders (in two bid system) are invited on behalf of the Director, NIPGR, New Delhi from approved and eligible Contractors of CPWD/Central Govt./State Govt./ Govt. Autonomous Bodies, or reputed organizations so as to reach this office up to 2.30 P.M. on or before 24.08.2015 for the work of following:

Name of work: Supply, Installation, Testing and Commissioning of Pan Humidifier in AHU's for Tissue Culture Labs of New Lab Block at NIPGR Campus, New Delhi.

Sl. No.	Estimated Cost (In Lacs)	EMD (In ₹)	Time for Completion	Last date & time for sale of Tender Documents	Last date & Time of receipt of Tender	Date & time of opening of tenders
1.	2.	3.	4.	5.	6.	7.
1.	₹ 6.84	₹ 13,700.00	30 days	21.08.2015-16.00 Hrs.	24.08.2015 14.30 Hrs.	24.08.2015 15.00 Hrs.

Tender document can be obtained up to 16.00 Hrs. on all working days on payment of ₹ 500.00 (₹ Five hundred only) in cash (Non-refundable) towards the cost of tender. 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 document can also be downloaded from our website www.nipgr.ac.in. The tender document 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 document, otherwise the tender will not be considered.

The bids will be accepted in respect of those contractors having successfully completed at least three similar nature of works each costing not less than ₹ 2.74 lakhs or two similar works each costing not less than ₹ 3.42 lakhs or single similar work of costing not less than ₹ 5.47 lakhs and having annual financial turnover of ₹ 7.00 lakhs during the last three years ending 31st March 2015. Similar nature of works means "S.I.T.C. of Pan Humidifier along with Air Handling Units (AHU's) or similar nature of HVAC system works."

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

The Director, NIPGR, reserves the right to accept or reject all or any part 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:

Name of work: **Supply, Installation, Testing and Commissioning of Pan Humidifier in AHU's for Tissue Culture Labs of New Lab Block at NIPGR Campus, New Delhi.**

The tender document consists of Tender form, Notice inviting tender, Instructions to bidders, General Information, General Conditions of contract Agreement, technical specification and Schedule /Bill of quantities etc. which can be had at a cost of ₹ 500.00 (₹ Five hundred only) from the office of, NIPGR, JNU CAMPUS, 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 Director, NIPGR, New Delhi. The tender shall be received by the office of NIPGR, New Delhi before 14.30 hrs on 24.08.2015 and shall be opened on the same day at 15.00hrs. in the presence of tenderers or their authorized representatives who may like to be present. Any envelope received after the said date and time shall not be entertained under any circumstances and no consideration what so-ever shall be given to anything that might be contained in any such envelope.
3. The time allowed for the completion of work is **30 Days** to be reckoned from the 10th day after the date of written order to commence the work.
4. Every tender shall be accompanied by earnest money for ₹ 13,700.00 (₹ Thirteen thousand seven hundred only) in the form of demand draft drawn in favour of the Director, NIPGR payable at New Delhi. Any tender not accompanied by such earnest money will be rejected straight away.
5. The contractor will submit his tender after examining the tender documents, scope of work, specifications, clauses, additional terms of contract agreement, special terms & conditions, bill/Schedule of quantities, instructions to bidders, general information, etc.
6. The offer shall remain valid for 90 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 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. All the correspondence on the tender shall be addressed to the Consultant Engineer, NIPGR.

**Consultant Engineer
NIPGR**

INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS:

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

2. PROCEDURE FOR SUBMISSION OF TENDERS:

The following procedure shall be adopted for submission and opening of tenders. The sealed envelope SUPERSCRIBED Tender for: **Name of work: Supply, Installation, Testing and Commissioning of Pan Humidifier in AHU's for Tissue Culture Labs of New Lab Block at NIPGR Campus, New Delhi.**

ENVELOPE NO.- 1

This envelope shall contain only the earnest money deposit, cost of tender (if downloaded from website) & technical bid and this envelop will be opened first.

ENVELOPE NO.- 2

This sealed envelope shall contain the financial bid of the contractor as per bill of quantities. This envelope shall be opened only after the EMD contained in envelope No.1 & technical bid and samples is found in order as per the requirements of 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. INSTRUCTION FOR FILLING THE TENDER:

Drawings and designs shall be dimensioned according to the metric system of measurements. Tenders shall be forwarded under cover or a letter type written on the tenderer's letter-head and duly signed by the tenderer. Signatures must be in long hand, executed in ink by a duly authorized principal of the tendering firm. No oral, telegraphic or telephonic tenders or subsequent modifications there-to shall be entertained; If a tender is submitted on behalf of the partnership firm, then all the partners shall sign or may be signed by one in whose favour all the partners have given General Power Of Attorney. In case of tender submitted by a company, it shall be signed by one who has been authorized by the Board of Directors through a resolution. Copy of resolution and the authority letter in favour of the person signing must accompany the tender.

6. TENDERERS TO QUOTE FOR ALL ITEMS AND IN FIGURES & WORDS:

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

7. VALIDITY PERIOD OF OFFERS:

The rates quoted in the tender shall hold good for 90 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 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.

8. TENDERER TO SIGN ALL PAGES:

The tenderer shall stamp and sign at the bottom right hand corner of every page of the tender documents in token of acceptance of tender conditions and for the purpose of identification.

9. ERASURES AND ALTERATIONS:

Tenders containing erasures and alterations of the tender documents are liable to be rejected unless these are authenticated by the person signing the Tender Documents.

10. TENDERER TO SATISFY HIMSELF OF SITE CONDITIONS:

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tender regarding nature of the site conditions, the means of access of the site, the accommodation they may require and in general obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender in any manner. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not and no compensation or otherwise of any charges incurred or to be incurred consequent on any misunderstanding or otherwise shall be admissible.

11. SAMPLES

The tender contractor shall submit the technical details and all necessary drawings at the time of opening of technical bid. The price bid of those contractors whose manuals will be approved by the committee of the institute shall be opened in the presence of intending tenderer. These manuals will be sealed by the Consultant Engineer in the presence of the contractor, if he so desires and shall remain in the custody of the Consultant Engineer for reference and comparison till the completion of work

12. EARNEST MONEY:

The tender shall be accompanied by earnest money of ₹ 13,700.00 (₹ Thirteen thousand seven hundred only) in the form of Demand Draft only drawn in favour of the **Director, NIPGR payable at New Delhi**. Earnest money of the unsuccessful bidder(s) shall be refunded after expiry of the validity period of the tenders/allotment of works whichever is earlier. In case of successful tenderer the earnest money shall be adjusted against performance security.

13. TENDER LIABLE TO REJECTION:

Tenders which do not fulfill all or any of the conditions laid down in this notice, or contain conditions not covered and / or not contemplated by the Conditions of contract and/or expressly prohibited therein or stipulate additional/alternative conditions shall be liable to be rejected and his earnest money will be forfeited.

Tenders shall also be liable for rejection on any of the following grounds :-

- i) Tenders submitted late

- ii) Tenders containing remarks uncalled for.
- iii) Conditional tenders
- iv) Tenders not submitted on prescribed Performa.
- v) Telegraphic tenders.
- vi) Tender submitted without E.M.D. / Cost of tender document

14. CORRESPONDENCE:

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

15. 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.

16. 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.

17. REFERENCE IN TENDER DOCUMENTS:

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

**Consultant Engineer
NIPGR**

General Information

1	Accepting Authority	Director, NIPGR, New Delhi.
2	Reference Book	As per specifications
3	Earnest money	₹ 13,700.00 (₹ Thirteen thousand seven hundred only) to be furnished with the tender in the form of the demand draft (No interest is payable on Earnest Money and security deposit)
4	Security deposit	The security deposit will be collected by deductions from the running bills of the contractors at the rate mentioned below and the earnest money, if deposited at the time of tender, will be treated as part of security deposit. Performance security may be accepted as Bank Guarantee/DD of Scheduled Banks and State Bank of India. A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as earnest money, will reach to the extent of 5% of the tendered value of the work as security deposit. In addition, the contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as Performance Security within the period prescribed for commencement of work in the letter of award issued to him.
6	Authority competent to grant extension of time	Director NIPGR or authorized person by Director, NIPGR
7	Tools & plants	To be arranged by contractor
8	Schedule of Minimum wages	As per notification issued by Govt. of NCT.
9	Authority competent to reduce the compensation amount	Director, NIPGR
10	Defect Liability Period	Twelve months from the date of acceptance of completion by the NIPGR.
11	Release of Security Deposit	The performance security shall be refunded to the contractor on completion of the work and recording of completion certificate by Institute and the balance amount be released after defect liability period.
12	Authority Competent to Appoint Arbitrator	Director, NIPGR.

सलाहकार अभियंता

MEMORANDUM

- a) Name of work Supply, Installation, Testing and Commissioning of Pan Humidifier in AHU's for Tissue Culture Labs of New Lab Block at NIPGR Campus, New Delhi.
- b) Estimated cost ₹ 6.84 lakhs (Approx.)
- c) Earnest money ₹ 13,700.00 (₹ Thirteen thousand seven hundred only) in the form of Demand Draft in favour of "Director, NIPGR payable at New Delhi. (No interest is payable on earnest money).
- d) Time allowed for the completion of work(to be reckoned from 10th day after the date of issue of written order to commence work) 30 Days

Place
Date:

(Seal & Signature of Contractor)

SCHEDULE OF QUANTITIES

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

Should this tender be accepted, in whole or in part I/We hereby agree to abide by and fulfill all the terms & provisions of the conditions of tender as applicable or in default there of a sum of for ₹ 13,700.00 (₹ Thirteen thousand seven hundred only) deposited by me/us as earnest money in favour of Director, 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 _____ 2015

Signature of Tenderer

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 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 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

2.1 The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor, and shall be reckoned from the 10th day of the date on which the order to commence the work is given to the contractor, and within ten days of award of work the contractor shall prepare and submit a schedule for work execution in the form of a bar chart/CPM network and submit the same for approval of the Consultant Engineer, NIPGR. The work on the contract shall be executed according to the approved schedule 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 or such smaller amount as, NIPGR 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 Contractor, is however; empowered to reduce the amount of compensation and his decision in writing shall be final.

2.2 In any case under which any clause or clause of this contract the contractor shall have rendered himself liable to pay compensation Consultant Engineer, NIPGR on behalf of the NIPGR, shall have power to adopt any of the following courses as he may deem best suited in the interest of the NIPGR.

- a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of Consultant Engineer, NIPGR shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of NIPGR.
- b) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands and to give to a other contractor to complete, in which case any expenses which may incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him(of the amount of which excess the certificate in writing of Consultant Engineer, NIPGR shall be final and conclusive)shall be borne and paid by the original contractor and may be deducted from any money due to him by the Consultant Engineer, under this contract or otherwise from his security deposit or sale proceeds of the materials and tools and plants of the contractor lying at site.

In the event of any of the above courses being adopted by the Consultant Engineer, NIPGR, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material entered in to any agreement or made any advance on account thereof or with a view to the execution of the work of the performance of the contract. and incase the contract is rescinded under the aforesaid provisions, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until Consultant Engineer, NIPGR has certified in writing the performance of such work and the value payable in respect thereof, and the contractor shall only be entitled to be paid for the value so certified.

2.3 In any case in which any of the powers conferred upon the Consultant Engineer, NIPGR by clause 3 thereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses thereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of Consultant Engineer, NIPGR putting force either of the powers (a) or (c) vested to him under the preceding clause he may, if he so desire, take possession of all or any tools, plants, materials and stores in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work any part thereof, paying or allowing for the same in account at the contract rates, or in case of these not being applicable at current market rates to be certified by the Consultant Engineer, NIPGR whose certificate hereof shall be final, otherwise Consultant Engineer, NIPGR by notice in writing to the contractor or his authorized agent require him to remove such tools, plants, materials or stores from the premises within a time to be specified in such notice: and in the event of the contractor failing to comply with any such requisition, the Consultant Engineer, NIPGR or his authorized representative may remove them at the contractor's expenses to sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of Consultant Engineer, NIPGR as to the expense or any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

2.4 All sums payable by way of the compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Consultant Engineer, NIPGR without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

3. TIME EXTENSION

3.1 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 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 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

4.1 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/ DEVIATIONS

5.1 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.

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

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

6. ARBITRATION

6A.1 Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person selected from out of a panel of names to be supplied upon a request in writing by party invoking the arbitration by the Director, NIPGR, at the time of the dispute. It will be no objection to any such appointment that the arbitrator so appointed was associated with the work and that he had to deal with the matters to which the contract relates and that in the course of his duties in association with the 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 ₹ 50000/- (₹ Fifty thousand only) or above, the arbitrator shall give reasons for the award.

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

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

It is also a term of the contract that if a party does not make any demand for arbitration in respect of any claim(s) in writing within 90 days of receiving the intimation from the 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 Engineer and rejected by him time to time during the execution of work.

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 NIPGR. 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, 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 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, 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 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

8.1 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, 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 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.

8.2 The contractor shall give not less than 5 days notice in writing to 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 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.

8.3 The work during its progress shall be inspected by the consultants Engineer or Engineer-in-charge on behalf of NIPGR and the contractor shall extend all co-operation to the engineers inspecting the work.

9. CONTRACTOR'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.

10. CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC.

The rates specified in the tender shall be inclusive of all taxes or any taxes, toll customs, fees, octroi, royalty, etc. except service tax (as the Institute is exempted from service tax being educational institute) in respect of the contract and the rates shall be firm irrespective of any variation in the prevailing rates of taxes, levies, octroi, etc. and any fresh imposition of any of these by State/Central/Statutory bodies. The contractor shall indemnify the Director against levy of any taxes etc., in regard to this contract and in the even of the Director being assessed for any of the said imports, Director shall have the right to recover the total amount so assessed from the contractor's dues and the contractor shall also be responsible for all costs or expenses that may be incurred by Director in connection with any proceedings or limitation in respect of the same.

सलाहकार अभियंता

Special Terms & 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 NIPGR 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 NIPGR 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 Consultant Engineer, NIPGR submit manufacturer's certificate that the materials have been tested in accordance with requirements of the specifications.

b) Neither the omission by Consultant Engineer, NIPGR to test neither the materials nor the production of manufacturer's certificate etc., as aforesaid shall affect the right of the Consultant Engineer 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 sales taxes, , toll, Customs fees, octroi, royalty etc. or any other taxes exclusive of service tax. However if any fresh taxes are imposed by State/Central/Statuary bodies during the currency of contract, the same shall be borne by NIPGR..

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:

Not with standing 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 NIPGR 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 Consultant Engineer, 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, which can be increased or decreased without assigning any reason. All aspects of design, manufacture, supply, Installation including site alignment.

Electric supply and water, if any, required for installation and testing of the accessories/equipments/ service system installed shall be arranged by the tenderer and nothing extra will be paid.

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 Consultant Engineer 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 Consultant Engineer 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 triplicate on approved Performa of the Consultant Engineer or his representative for works executed by him. The Bill shall be submitted once in a month. Payment may be released on prorate basis of work done to Contractor.

11. TERMS OF PAYMENT

The entire furniture supplied under this contract shall be guaranteed by the contractor to give Zero defect and trouble free usage for minimum one year after the date of completion of this contract, during this period, any defect in an by component of the job deemed by NIPGR to be on account of bad workmanship or use of sub-standard materials shall be replaced/rectified to the entire satisfaction of NIPGR by the contractor at his cost. 5% of the contract value shall be retained by NIPGR 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 Consultant Engineer, 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 Consultant Engineer in his demand aforesaid, **then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate** for every day not exceeding ten days while his failure to do so that continue and in the case of any such failure Consultant Engineer, 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 Consultant Engineers & Consultants. 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 Consultant Engineer, 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.

सलाहकार अभियंता

SCHEDULE OF QUANTITY

Sub:- Supply , Installation , Testing & Comissioning of Pan Humidifiers in Tissue Culture Labs at NIPGR Campus New Delhi

S.No	Description	Unit	Qty	Rate	Amount
1	Supply, Installation, Testing & Commissioning of Pan humidifiers of 3 KW capacity similar to the existing installation in old Lab and as per directions of Engineer In charge	No.	5		
2	Supply, Installation, testing and commissioning of cable connection of aluminium armoured cable 4 core 4 sqmm with 18 G Cable Tray as per directions of Engineer in Charge	Rmt	100		
3	Supply, Installation, Testing & Commissioning of B class MS Pipe 25 / 32 mm for water connection of pan humidifiers with main pipe of existing installations at terrace and as per directions of Engineer in charge	Rmt	50		
4	Supply , Installation, Testing & commissioning of the desired electrical panel required for the humidifier and as per directions of Engineer in charge	No	1		
5	Civil work: Foundation for electical panel and humidifiers as per directions of engineer in charge	lot	1		
6	Re-programming of BMS System, Creating BMS Point for humidity control with the existing BMS System installed at AC Plant Room.	No.	1		
		Grand Total			

NOT TO BE FILLED

Sign & Signature of Contractor

Consultant Engineer

Terms & Conditions

Name of work: Supply, Installation, Testing and Commissioning of Pan Humidifier in AHU's for Tissue Culture Labs of New Lab Block at NIPGR Campus, New Delhi.

1. The site of work is at NIPGR Campus, Aruna Asaf Ali Marg, New Delhi – 110067 and agency must visit site before quoting the rates.
2. The rates are inclusive of Transportation, loading, unloading & handling charges and nothing extra will be paid.
3. The rates are inclusive of VAT, other taxes, octroi, etc., and nothing extra will be paid.
4. The contractor shall make his own arrangement for the security of material at site.
5. The contractor shall arrange all T&P and nothing extra will be paid.
6. The EMD of unsuccessful bidders shall be returned after the issue of work order to the lowest agency.
7. In case, the agency fails to comply with terms & conditions, the E.M.D. / Security Deposit of the agency shall be forfeited.
8. Security Deposit @ 10% shall be deducted from the bill and shall be refunded after completion of the defect liability period of 12 months.
9. No advance payment will be made.
10. The work shall be completed within 30 days after the date of issue of work order, if not recovery @ 1% per day subject to maximum of 10% of quoted amount if the work is not completed within stipulated time of completion.
11. Any damage to any existing installations during the execution of work shall be the responsibility of the contractor and will be made good to the satisfaction of the engineer-in-Charge and nothing extra shall be paid. If not rectified recovery @ ₹ 25,000.00 shall be made from the bill.
12. Any kind of accident / electrocution caused due to negligence or during the course of normal work etc., shall be responsibility of the contractor. The contractor shall be responsible for all the compensation to the staff engaged by him.
13. All safety precautions shall be taken so as to avoid any accident or inconvenience to the members of the staff.
14. All equipments shall be guaranteed for 12 months from the date of completion & handover to the department. Against unsatisfactory performance and/or breakdown the equipment or component or any other part of the installation so found defective in guarantee period shall be replaced/repared by the contractor free of cost to the satisfaction of Engineer-in-Charge. Manufacturer's warranty shall also be submitted in original.
15. Any alteration/ modification/Civil works shall be done free of cost by the contractor eg. Cutting & refixing of glass, breaking & repairing of wall in good manner etc.
16. The Institute also reserves the right to reduce / increase the scope of work.
17. The quoted rates shall be valid for 6 months from the date of issue of work order.

18. Breaking of walls along with painting during the execution of work shall be made good as existing and nothing extra shall be paid.
19. In case the site clearance and damages are not attended, a recovery amounting to ₹ 10000/- (₹ Ten thousand only) shall be made.
20. The material supplied shall be got approved by the Engineer-in-charge before installation and carrying out the work.
21. The electrical supply shall be provided at single point to the nearest DB available in the room. Any electrical material such as cable, MCCB, mcb, thimble etc not mentioned and required during execution of work shall not be paid extra. Therefore, agency must quote rates accordingly in respective section of S.O.Q.
22. After completion of work, the agency must submit the drawings such as single line diagram of elect. panel, any documents related to humidifier, BMS programming, etc., if not submitted recovery @ 1% of the work order amount shall be made from the bills.
23. The agency shall coordinate with other working agencies such as Civil and Electrical for completion of work smoothly and timely.
24. The new electrical panel shall be installed adjacent to the existing electrical panel & the power supply shall be taken from the same panel.
25. The size of civil foundation required shall be as per the directions of Engineer-in-charge.
26. The humidifiers shall be installed in AHU's of Lab 9 A, 9B, 9C, 10A & 10 C.

Technical Details of Humidifier:

All equipments fitted in Humidifier should be of I.S.I. mark.

Type : Horizontal (Floor Mounted)

Construction : Made from 2mm SS 304 Sheet in welded construction with steam cutle nozzle, top operated with SS Bolts.

Heating Element : Electrical immersion type copper tube chrome plated.

Rating : 3 KW capacity with 0.5 KW Additional Heater with thermostat to maintain 85° C

Controls : Float Switch (low level cutout with nylon ball and float valve with SS ball, thermostat, site glass and water proof light inside the tank.

Insulation : 25mm thick filter glass wool clad with 22 Gauge thick GI sheet complete

Re-programming : If any controller or sensor is required the rates of the same shall be included in item number 6 and nothing extra shall be paid

Note : All the humidifiers shall be attached to the existing AHU's installed

The Electrical panel sketch / schematic layout shall be submitted first along with the tender. If not submitted the tender shall not be considered.

27. PAN & TIN issued by the respective departments must be mentioned while quoting the rates.

PAN No.: _____

TIN No.: _____

सलाहकार अभियंता

FINANCIAL BID

Name of work: Supply, Installation, Testing and Commissioning of Pan Humidifier in AHU's for Tissue Culture Labs of New Lab Block at NIPGR Campus, New Delhi.

**CLIENT : DIRECTOR NIPGR
NEW DELHI**

SCHEDULE OF QUANTITY

Sub:- Supply , Installation , Testing & Comissioning of Pan Humidifiers in Tissue Culture Labs at NIPGR Campus New Delhi

S.No	Description	Unit	Qty	Rate	Amount
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		Grand Total			

Sign & Signature of Contractor

Consultant Engineer