

TECHNICAL BID

Name of work: Running, Maintenance & Operation and C.A.M.C. of Central Air-conditioning plant including package units, ceiling mounted ductable units, AHU's, FCU's and all associated accessories installed at NIPGR Campus, New Delhi during the year 2017-18.

CLIENT:

**DIRECTOR NIPGR,
NEW DELHI**

TENDER DOCUMENT

Name of work: Running, Maintenance & Operation and C.A.M.C. of Central Air-conditioning plant including package units, ceiling mounted ductable units, AHU's, FCU's and all associated accessories installed at NIPGR Campus, New Delhi during the year 2017-18.

CLIENT: DIRECTOR, NIPGR
NEW DELHI

COST OF TENDER DOCUMENT: ₹ 1,000.00

TENDER DOCUMENTS

Name of work: Running, Maintenance & Operation and C.A.M.C. of Central Air-conditioning plant including package units, ceiling mounted ductable units, AHU's, FCU's and all associated accessories installed at NIPGR Campus, New Delhi during the year 2017-18.

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, New Delhi**

Last date for sale of tenders: 20.09.2017 up to 16:00 hrs.
Date/Time of submission: 22.09.2017 before 14.30 hrs.
Date/Time of opening : 22.09.2017 at 15.00 hrs.

**Consultant Engineer
NIPGR, New Delhi**

TENDER FORM

To

The Consultant Engineer
NIPGR,
New Delhi.

Dear Sir,

I/We have read and examined the following Tender Documents relating to the **“Running, Maintenance & Operation and C.A.M.C. of Central Air-conditioning plant including package units, ceiling mounted ductable units, AHU’s, FCU’s and all associated accessories installed at NIPGR Campus, New Delhi during the year 2017-18.”**

- Tender Form
- Notice Inviting Tender
- General Conditions
- Instruction to bidders
- General Information
- Memorandum
- General conditions of contract agreement
- Annexure – I, II & III.
- General site rules, procedures and precautions
- Schedule of Quantities
- Terms & conditions
- Annexures
- Equipment Details
- Schedule of Quantity

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

Aruna Asaf Ali Marg, New Delhi – 110 067

Phone: 26735138 / 26735161 Fax: 26741658

File No. NIPGR/Engg./5/1/2017-18

Dated: 31.08.2017

NOTICE INVITING TENDER

Sealed item rate Tenders are invited in two bid system on behalf of the Director, NIPGR, Aruna Asaf Ali Marg, New Delhi – 110 067 for specialized category of HVAC work from approved and eligible contractors of CPWD / State PWD and those on approved list of MES, Railways, Govt. Autonomous organizations, State / Central Govt. undertaking / PSUs / other reputed organizations so as to reach this office up to 3.00 P.M. on or before 22.09.2017 for the work of -

Name of work: Running, Maintenance & Operation and C.A.M.C. of Central Air-conditioning plant including package units, ceiling mounted ductable units, AHU's, FCU's and all associated accessories installed at NIPGR Campus, New Delhi during the year 2017-18.

Sl. No.	Estimated Cost	EMD (In ₹)	Time for Completion	Last date & time for sale of Tender Documents	Last date & Time of receipt of Tender	Date & time of opening of tenders
1.	2.	3.	4.	5.	6.	7.
1.	₹ 69.20 lakhs	₹ 1,38,500.00	12 Months	20.09.2017 16.00 Hrs.	22.09.2017 14.30 Hrs.	22.09.2017 15.00 Hrs.

Tender documents can be obtained upto 16:00 Hrs. on all working days on payment of ₹ 1,000.00 (₹ One thousand only) in cash (Non refundable) towards the cost of tender. Earnest money in form of Demand Draft of a Scheduled Bank issued in favour of the Director, NIPGR, New Delhi will be submitted.

Tender can be downloaded from our website www.nipgr.ac.in The tenderer must submit ₹ 1,000.00 (₹ One thousand only) towards the cost of tender in the form of DD drawn in favour of Director NIPGR payable at New Delhi. Tender received without the cost of tender, will not be considered.

The bids will be accepted in respect of those contractors having successfully completed three similar works each costing not less than ₹ 27.68 lakhs or two similar works each costing not less than ₹ 34.60 lakhs or one similar work each costing not less than ₹ 55.40 lakhs during the last three years ending July 2017 and having annual financial turnover of ₹ 70.00 lakhs, during the last three years ending Mar. 2017. Similar works means "Running, Maintenance & Operation and C.A.M.C. of Central Air-conditioning plant including package units, ceiling mounted ductable units, AHU's, FCU's and all associated equipments having capacity not less than 200 TR each screw type air-cooled chiller along with BMS system" in Government organizations, Govt. Autonomous organizations, PSUs and other reputed organizations.

The agency must be registered with ESI, EPF organization and must submit self attested copies of registration.

Intending tenderers must enclose self attested copies of Completion Certificate of having completed the work satisfactorily issued by an authority not below the rank of Executive Engineer or equivalent along with originals for verification. The agency must submit completion certificates clearly mentioning the capacity of chillers, package units and type of A.C. units whether air / water cooled along with BMS system maintained by them. Tenders received without their details / documents will not be considered.

GENERAL CONDITIONS

1. Sealed tenders on item rate basis are hereby invited for the work of **“Running, Maintenance & Operation and C.A.M.C. of Central Air-conditioning plant including package units, ceiling mounted ductable units, AHU’s, FCU’s and all associated accessories installed at NIPGR Campus, New Delhi during the year 2017-18.”** The tender document consists of Tender form, Notice Inviting Tender, Instructions to bidders, General Information, Memorandum, General Conditions of contract Agreement, General Site Rules, Procedures and Precautions, Schedule of Quantities, Terms & Conditions, which can be had at a cost of ₹ 1,000.00 (₹ One thousand only) from the office of Consultant Engineer, NIPGR, 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, New Delhi. The tender shall be received by the Consultant Engineer, NIPGR, New Delhi before 14.30 hrs. on 22.09.2017 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 12 months as per the order letter issued by the department.
4. Every tender shall be accompanied by earnest money for ₹ 1,38,500.00 (₹ One lakh thirty eight thousand five 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 of quantities etc.
6. The offer shall remain valid for 180 days from the date of opening of Tender. The scope of work of tender can be increased or decreased and any item can be added, deleted, withdrawn or substituted 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 the date of issue of award 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 award of work.
12. All the correspondence on the tender shall be addressed to the Consultant Engineer, NIPGR.
13. After award of work, the contract will be initially for one year, which may be extended / curtailed with mutual consent or at the discretion of the Director, NIPGR.

Seal & Signature of Contractor

Consultant Engineer

INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS:

The works referred here-in shall cover the entire scope of the proposal which includes running, maintenance & operation and C.A.M.C. of A.C. plant 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 shall be SUPERSCRIBED Tender for **"Running, Maintenance & Operation and C.A.M.C. of Central Air-conditioning plant including package units, ceiling mounted ductable units, AHU's, FCU's and all associated accessories installed at NIPGR Campus, New Delhi during the year 2017-18."**

ENVELOPE NO.- 1

This envelope shall contain only the earnest money deposit, cost of tender (if downloaded from website) & 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. INSTRUCTION FOR FILLING THE TENDER:

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:

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.

7. 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.

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. EARNEST MONEY:

The tender shall be accompanied by earnest money of ₹ 1,38,500.00 (₹ One lakh thirty eight thousand five 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.

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 of the Institute.
- v) Telegraphic tenders.
- vi) Tender with 'Nil' consideration.

13. CORRESPONDENCE:

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

- 14. NIPGR NOT TO ASSIGN ANY REASON FOR REJECTION OF TENDER:**
NIPGR hold absolute discretion to accept or reject the lowest or any other tender without assigning any reason. No claim on this account shall be entertained.
- 15. AMENDMENT IN TENDER DOCUMENTS:**
NIPGR reserves the right to revise or amend the Bid Documents 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

Seal & Signature of Contractor

GENERAL INFORMATION

1	Accepting Authority	Director, NIPGR, New Delhi.
2	Reference Book	i) CPWD specifications (Latest as on date of tender) ii) B.I.S. specifications (latest edition)
3	Earnest money	₹ 1,38,500.00 (₹ One lakh thirty eight thousand five hundred only) to be furnished with the tender in the form of the demand draft (No interest is payable on security deposit & E.M.D.).
4	Security deposit	<p>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 Guarantee shall be an amount equal to 5% of the tendered and accepted value of work in one of the following forms:</p> <ol style="list-style-type: none"> 1. Deposit at call receipts / Banker's cheque/D.D./Pay Order of scheduled bank. 2. An irrevocable Bank Guarantee Bond of any scheduled bank or the State Bank of India in prescribed form given in the Annexure. <p>A sum @ 5% 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 amount to Security Deposit of 5% of the tendered value of the work. In addition, the contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as Performance Guarantee within the period prescribed for commencement of work in the letter of award issued to him.</p>
5	Authority competent to grant 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. / Govt. of NCT.
8	Authority competent to reduce the compensation amount	Director ,NIPGR
9	Release Security Deposit / Performance Guarantee	The Performance Guarantee shall be refunded to the contractor on completion of the work and recording of completion certificate and the Security Deposit be released after one month of completion of work.
10	Periodicity of submission of interim Bills	On completion of each month.
11	Authority Competent to Appoint Arbitrator	Director, NIPGR

Consultant Engineer

MEMORANDUM

a)	Name of work		Running, Maintenance & Operation and C.A.M.C. of Central Air-conditioning plant including package units, ceiling mounted ductable units, AHU's, FCU's and all associated accessories installed at NIPGR Campus, New Delhi during the year 2017-18.
b)	Estimated cost		₹ 69,20,000.00.
c)	Earnest money		₹ 1,38,500.00 (₹ One lakh thirty eight thousand five 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		12 months

Place
Date:

(Seal & Signature of Contractor)

GENERAL CONDITIONS OF CONTRACT AGREEMENT

SECURITY DEPOSIT

1. The person/persons whose tender may be accepted (herein after called the contractor) shall permit Institute 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 Institute 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 any sum or sums which may have been deducted from his security deposit or any part thereof.

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 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 Consultant Engineer, NIPGR may decide on the value of work as per contract, for every week that the work remains uncommenced or unfinished after the dates mutually agreed upon by the parties. Further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of work before one half of such time has elapsed and three fourth of the work before three fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Consultant Engineer, NIPGR, may decide of the value of balance work for everyday that the due quantity of work remains incomplete. 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 this case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Consultant Engineer, NIPGR.
- b) To employ labour to be paid by Consultant Engineer, NIPGR and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of Consultant Engineer, NIPGR shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respect in the manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of Consultant Engineer, NIPGR as to the value of the work done shall be final and conclusive against the contractor.

- c) 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 incase 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.

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 30 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.

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.

ADDITIONS/ALTERATIONS

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.

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.

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 Rs.50000/- (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 180 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.

CARRYING OUT OF WORK

6A.2 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 Architect. 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.

Consultant Engineer

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 “Running, Maintenance & Operation and C.A.M.C. of Central Air-conditioning plant including package units, ceiling mounted ductable units, AHU’s, FCU’s and all associated accessories installed at NIPGR Campus, New Delhi during the year 2017-18.”

Sl. No.	Documents asked for	Page number at which document is placed
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) along with Technical Bid.	
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.	
6.	Self-attested copy of Service Tax Registration No.	
7.	Proof of experiences of last three years ending July 2017 as specified in the NIT along with satisfactory performance certificates from the concerned employers.	
8.	Annual turnover of last three financial years ending Mar. 2017 duly certified by the Statutory Auditors.	
9.	Any other documents, if required.	

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

GENERAL SITE RULES, PROCEDURES AND PRECAUTIONS

1 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 detail of technically qualified persons employed by him for execution of the works.

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

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 for ₹ 1,38,500.00 (₹ One lakh thirty eight thousand five hundred 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 _____ 2017

Signature of Tenderer

TERMS & CONDITIONS

Name of work: Running, Maintenance & Operation and C.A.M.C. of Central Air-conditioning plant including package units, ceiling mounted ductable units, AHU's, FCU's and all associated accessories installed at NIPGR Campus, New Delhi during the year 2017-18.

1. The tenderers are advised to visit the site, i.e., to check the location of the equipments, routes of pipes / cables, etc., before tendering. The agency who shall not visit the site before opening of tender, their tender shall not be considered. The agency needs to get certificate for site inspection verified by E.I.C. for confirmation of site visit.
2. All required tools such as Test lamps, Spanners, cutting pliers, screw drivers, Grease gun, vacuum cleaner / blower, other T&P like multi-meter, Tong-tester, meager test, etc., required for the proper maintenance of the installation shall be arranged by the contractor.
3. The contractor is responsible for watch & ward and the upkeep of the installations in perfect working condition, carrying out routine check and to attend any breakdown immediately.
4. Proper record has to be maintained in the relevant registers for all the complaints attended, the routine checks and cleaning carried out.
5. After taking over the site, the contractor will check all the installations and submit the report mentioning the defects / deficiencies during taking over the system within 15 days. After expiry of 15 days, it will be presumed that no defect / deficiency is available and after that every defect / deficiency noticed will be attended & rectified by the contractor.
6. Informing the Department well in advance about the requirement of any spares, consumables items necessary for satisfactory maintenance and upkeep of the H.V.A.C. system.
7. Any loss or damage to the inventory by way of theft sabotage or mal-operation of equipment and machinery shall be made good by the contractor at his own cost.
8. Contractor is bound to execute such additional items, which can be termed as logical, essential and necessary (even though not listed in schedule of work) for the effective execution of the work in totality, rates for such items of work shall be rationally analysed / derived and would be binding on the contractor.
9. No staff shall leave his duty unless relived by his reliever. Engineer-in-charge reserves the right to detain the staff for duty in the next shift if the reliever fails to turn up.
10. If any worker engaged, is found to be not suitable for the position, the contractor has to remove the person from the site immediately and substitute is posted. The decision of Engineer-in-charge in this regard shall be final and binding on the contractor.
11. Attendance register of the staff engaged shall be maintained and the same shall be countersigned by the Engineer-in-charge.
12. The contractor shall be responsible for good behavior and character of the staff engaged by him.
13. The firm will have to arrange furniture like bench, stool, table, uniform and chairs for the staff at his own cost & nothing extra will be paid.
14. Department shall in no way be involved in any dispute of whatever kind between the contractor and the staff engaged by him.
15. In case of leave of any staff, a substitute has to be arranged by the contractor who has got the required qualification and adequate experience and has been approved by the Institute as reliever. The staff will attend the duty on all working days including Saturdays, Sundays & Holidays.
16. The rates of CAMC are inclusive of all the material required at site i.e included in scope of work except Actuator motor/valve/water piping/gate valve/globe valve, modulating and mixing valve,

make up water and expansion tank, insulation, ducting, sheet metal, outdoor condenser coils, refrigerant piping, back grille, dampers, grills, diffusers, false ceiling, microvee and HEPA Filters, auto defrost system, hinges.

17. The inventory for the HVAC System is enclosed.
18. The staff deployed will be used for both works i.e. Running, Maintenance & Operation and Annual Maintenance work. However, if required at site, agency have to arrange more staff at his cost for rectification of complaint & nothing extra shall be paid.
19. The chilling plant shall be serviced every bi-monthly and record of same shall be recorded in the History Register. If the servicing is not carried out Rs. 5,000.00 per machine shall be deducted from the bill.
20. The electrical / mechanical servicing of AHU's, FCU's, package units, ductable units and all the equipments shall be carried out quarterly during the AMC and proper record shall be maintained in the register. If, no service is carried out during the said period, recovery of Rs. 2,000.00 per unit shall be made from the bill.
21. The complaint lodged must be attended on the same day of complaint received. The complaints of all areas must be rectified within 24 hrs. of complaint lodged. If not Rs. 2,000.00 per complaint / per day subject to maximum of Rs. 20,000.00 shall be made from the bill received. Also, Institute has the liberty to get any complaint rectified at the risk & cost of agency, if complaint is not rectified after 24 hrs. of complaint lodged.
22. During servicing of any equipments separate staff shall be arranged by the agency for servicing of units. Already deployed maintenance staff shall not be used for the said work.
23. If repetitive complaints (more than 3) are not rectified by the company the Institute besides recovery may also take any action as deemed fit.
24. Preventive maintenance checks shall be carried out quarterly and record of having checked shall be maintained in their service report. In case units are not checked. Pro-rata recovery shall be made from the R.A. bills.
25. Electricity and water will be supplied free of cost by NIPGR. The material for servicing like pipe, motor, pump, ladder etc., shall be arranged by the contractor & nothing extra shall be paid.
26. The necessary details of the staff members shall be given in advance so as to know and allow the individual to attend complaint.
27. No labour below the age of 18 years shall be employed on work.
28. The Institute has the right to increase / decrease the no. of equipments or scope of work, therefore agency must submit rate analysis of the amount quoted in order to derive the same.
29. The agency shall rectify the defects of all the equipments attached / inter-connected with AHU, FCU, Chiller etc such as temperature controllers, humidity controllers, Fire dampers, heaters etc under the above scope of work
30. All the pages of the tender should be signed by the owner of the firm or his authorized signatory. In case the tenders are signed by the authorized signatory, a copy of the power of attorney / authorization may be enclosed along with tender.
31. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as a token of acceptance of terms and conditions.
32. To assist in the analysis, evaluation and computation of the bids, the Authority may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing **but no change in the price or substance of the bid offered shall be permitted.**

33. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate. In case two or more agencies are found to have quoted the same rates, then NIPGR shall decide about the agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.
34. The bidder should have an office in proximity of New Delhi / NCR of Delhi.
35. There should be no case pending with the police against the Proprietor / Firm / Partner or the Company (Agency).
36. The contractor shall provide the consumable material as per Annexure – I and the rates shall be included in their quoted rates and nothing extra will be paid.
37. The contractor shall arrange uniform for all the workers at his own cost & nothing extra will be paid.
38. As soon as any defect is noticed in any of the equipment / accessories, the same will be brought to the knowledge of the Engineer-in-charge.
39. Preventive maintenance as per Annexure – II & III shall be properly adhered to by the successful Contractor within quoted amount. A record of the same will be maintained & signed.
40. The overhauling and repairing of any of the air-conditioning plant & equipments like water / air chilling units, chilled water pumps, motor balancing of blower, sluice / gate valves chemical cleaning of AHU cooling coils, de-scaling of valves are covered under the scope of work.
41. The contractor will have to depute at least the following experienced staff for daily operation including Saturday's, Sunday's & public holidays and the attendance register will be maintained at site. The staff should be qualified in proper trade. The timings of the staff to be deployed shall be informed after award of work order. The staff required is for 24 hours operation & maintenance of the equipment installed at the Institute. The details of staff required are as follows:-
- | | | |
|----------------------------------|---|---|
| a. BMS – Supervisor | - | Three nos. (as per direction of E.I.C.) |
| b. AC Mechanic-cum-Electrician | - | Six nos. (as per direction of E.I.C.) |
| c. Skilled Operator / Serviceman | - | Two nos. (as per direction of E.I.C.) |
| d. Helper / Khallasi | - | Three nos. (as per direction of E.I.C.) |
42. The Institute has the liberty to increase / decrease the staff by 50% or more (if required). The rates for payment / reduction shall be derived from the rates quoted by the agency in Financial Bid.
43. Recovery Clause : Non-provision of manpower / absence will attract recovery as under:
- | | | |
|--------------------------------|---|----------------------------|
| a. BMS – Supervisor | - | Rs. 2500 per day per shift |
| b. AC Mechanic-cum-Electrician | - | Rs. 1500 per day per shift |
| c. Operator / Serviceman | - | Rs. 1500 per day per shift |
| d. Helper / Khallasi | - | Rs. 1200 per day per shift |
| e. Any staff without uniform | - | Rs. 500 per day per shift |
| f. Any staff without I-card | - | Rs. 200 per day per shift |
44. Agency shall maintain log book and attendance record as well as History Book at site and shall record the data as per instruction of the Engineer-in-charge.
45. Educational qualification of workers deployed:
- | | | |
|---------------------|---|--|
| a. BMS – Supervisor | - | Diploma in relevant field with 1 yr. experience or ITI holder with 3 yrs. of experience. |
| b. AC Mechanic | - | ITI (Mech./Elect.) with 5 yrs. of experience. |
| c. Operator | - | ITIC (Mech./Elect.) with 3 yrs. of experience. |
| d. Helper | - | Matric with 1 yr. of experience. |

46. All the staff deployed by the agency at site shall be suitably qualified with adequate experience in operation of air-conditioning plant its associated equipments and other air conditioning units covered in the scope of work. Details of their educational qualifications, trade certificates experience, etc., shall be submitted to the NIPGR after issue of Letter of Acceptance for reference and records.
47. The wages of BMS Supervisor, A.C. Mechanic cum Electrician / Operator / Serviceman and Helper shall be payable as per minimum wages fixed by Govt. of the National Capital Territory Delhi. The statutory increase in wages from time to time by Govt. of NCT shall be reimbursed on production of having paid the said increase.
48. The department reserves the right to terminate the contract by giving one month notice in writing during the currency of the contract without any financial repercussions on either side.
49. If any agency quotes rates below minimum wages, his tender shall be rejected.
50. Any damage to the building equipment caused during the maintenance of work, shall be the responsibility of the contractor to restore the same in its original position and nothing extra shall be paid on this account.
51. The Institute will not be responsible, if any accident occurs or whatsoever due to negligence of worker employed & no compensation shall be paid by the Institute.
52. The contractor shall provide sufficient safeguard to avoid any accident.
53. The time allowed for work is 12 months. The tenure of the contract will be initially for one year. This can either be further extended or reduced as per the discretion of the Institute.
54. If a tenderer whose tender is accepted fails to undertake the work as per terms & conditions of the contract or as mentioned in the award letter, the earnest money deposited will be forfeited.
55. 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.
56. NIPGR will not pay any expense, whatsoever incurred by tenderer for the preparation and submission of tenders.
57. The successful tenderer shall have to sign the contract agreement within 15 days of the allocation of work.
58. The agency shall provide valid ID cards to the staff which must be produced during the time of inspection / check by the E.I.C.
59. The Contractor shall ensure compliance of all statutory Laws and bye laws of the Central Govt. / State Govt. / Municipal authorities related to the employment of their staff and all such obligation under wage act., workmen compensation act., ESI act., provident fund and Miscellaneous provision Act., Bonus Act. And contract Labour Act. 1970 etc. NIPGR will not be responsible for such purposes in any way.

60. Payment of bills:

- a) Bills will be submitted by the Contractor every month & after satisfactory service and submission of pre-receipted bill along with documents in support of payment of wages to labour through RTGS / NEFT only. Proof of remittance of PF / ESI / Service tax to respective agencies are also required to be submitted with monthly bill.
- b) Wages: Wages shall have the same meaning as defined in payment of Wages Act. The contractor shall pay his workers not below the rates under Minimum wages act and to comply with various Labour Acts such as PF, ESI, Bonus, and Maternity, Contract (R&A) SAVY 1970, contract Labour (R&A) Central Rules 1971 and any other acts applicable as amended from time to time at his own expenses.
- c) TDS on payments will be made as per rules in this regard.

61. Registration of Labour licence certificate of the firm should be under GOVT of NCT New Delhi and document of the same must be submitted along with the tender.
62. The following work comes in the scope of the CAMC & R.M.O.:-
- Attending and repairing of any number of break down calls during working hours or beyond as required.
 - Any spare parts supplied by the department will be fitted free of cost (indigenous or imported).
 - Any other service pertaining to the effective performance of the A/C unit.
 - Free replacing of the defective/worn out parts with new or repaired parts for compressor/thermostat/cut outs of the equipment due to ageing or negligence.
 - Descaling of condensers/chemical cleaning of evaporator coils and working parameters of the plant.
 - Checking of Compressor for its proper working.
 - Any problem related to BMS system installed.
 - Annual pumping down and restarting as and when required by the institute
 - Repairing of equipment at site/ service station.
 - Painting of Chillers and pumps once in a year.
 - Any electrical component such as MCB, MCCB, thimble of the Electrical Panel with all associated components shall be arranged.
63. The bidder should have the following Registrations and details of the same should be provided in the Technical Bid.
- Documents of previous experience in the field and list of organizations to which services are being provided at present.
 - Permanent Account Number Card (PAN) and TIN number.
 - PF Registration number
 - ESI Registration number
 - Service Tax / GST Registration number
 - An undertaking on a Non-Judicial Stamp Paper worth ₹ 100/- duly notarized (Annexure I), and duly filled in Annexure III in all respects, may also be furnished with the technical bid.
 - Annual Financial Turnover.
64. Following checks shall be carried out during the servicing / monthly check:
- Check for refrigerant leaks and proper refrigerant levels on the high and low pressure sides. Repair all leaks.
 - Check condenser coil and clean if needed. Keep debris away from unit.
 - Straighten any bent heat exchanger fins on condenser coil.
 - Check suction pipe insulation and replace if needed.
 - Lubricate fan motors and bearings. Replace worn bearings.
 - Check fan blades for damage and clean if needed.
 - Check all wiring, electrical connections, contactors, capacitors, relays, etc., for wear, cleanliness and proper operation.
 - Visually inspect compressor and check amp draw.
 - Check condensate drain and pan then advise of any discrepancies.
 - Check expansion valve & coil temperatures, lubricate parts as needed.
 - Check evaporator coil and advise if dirty or if it needs cleaning.
 - Check the shape that the total system is in and advise client / customer of discrepancies.
65. PAN/TIN issued by the respective departments must be mentioned while quoting the rates.

PAN No.: _____

TIN No.: _____

Seal & Signature of Contractor

**Consultant Engineer
NIPGR, New Delhi**

FINANCIAL BID

Name of work: Running, Maintenance & Operation and C.A.M.C. of Central Air-conditioning plant including package units, ceiling mounted ductable units, AHU's, FCU's and all associated accessories installed at NIPGR Campus, New Delhi during the year 2017-18.

**CLIENT : DIRECTOR NIPGR
NEW DELHI**

SCHEDULE OF QUANTITY

SUB.: Running, Maintenance & Operation and C.A.M.C. of Central Air-conditioning plant including package units ceiling mounted ductable units, AHU's, FCU's and all associated accessories installed at NIPGR Campus, New Delhi.

S.No	Description	Unit	Qty	Rate	Amount
A	Running, Maintenance & Operation of Central Air-conditioning plant, including package units, ceiling mounted ductable units and their associated equipments, Split / Window / Cassette type A.C. units and water coolers, etc. for Main Building and Plant Growth Facility at NIPGR Campus, New Delhi, during the year 2017-2018.	Per Months	12		
B	CAMC of Central AC Plant including package units , ceiling mounted ductable units. AHU's, FCU's and all associatd accessories installed for Main Building, New Lab Block and Plant Growth Facility of NIPGR Campus New Delhi, during the year 2017-2018.	per month	12		
TOTAL OF A + B					
Seal & Signature of Contractor				Consultant Engineer	