

TECHNICAL BID

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

Sub Head : A - Painting of Student Hostel.
: B - Painting of Housing Block.
: C - Painting of Essential quarters.

CLIENT: DIRECTOR NIPGR,
NEW DELHI

TENDER DOCUMENT

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

Sub Head : A - Painting of Student Hostel.

: B - Painting of Housing Block.

: C - Painting of Essential quarters.

CLIENT:

**DIRECTOR NIPGR,
NEW DELHI**

COST OF TENDER DOCUMENT:- Rs. 500/-

TENDER DOCUMENTS

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

Sub Head : A - Painting of Student Hostel.
: B - Painting of Housing Block.
: C - Painting of Essential quarters.

Owner : Director, NIPGR, JNU Campus, New Delhi

Tender issued to :

Place for submission/

Place opening of tender document:

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

Consultant Engineer
NIPGR, JNU Campus,
New Delhi

Last date for sale of tenders: 01.12.2017 before 16.00hrs.
Date/Time of submission : 04.12.2017 before 14.30hrs.
Date/Time of opening : 04.12.2017 at 15.00hrs.

Consultant Engineer
NIPGR, JNU Campus,
New Delhi.

TENDER FORM

To

The Consultant Engineer
NIPGR, JNU CAMPUS,
New Delhi.

Dear Sir,

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

Sub Head : A - Painting of Student Hostel.
: B - Painting of Housing Block.
: C - Painting of Essential quarters.

Tender Form

- Tender Notice
- General Conditions
- Instruction to bidders
- General Information
- Memorandum
- General conditions of contract
- Special terms and conditions of contract
- General site rules, procedures and precautions
- Schedule of Quantities
- Terms & conditions
- Annexure – I, II & III
- 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, and instructions in writing referred to in the conditions of tender.

(Seal & Signature of Contractor)

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

F. No. NIPGR/Engg/7/1(4)Hostel/2017-18

Dated: 13.11.2017

TENDER NOTICE

Sealed item rate Tenders are invited in two bid system on behalf of the Director, NIPGR, Aruna Asaf Ali Marg, New Delhi – 110 067, from approved and eligible contractors of CPWD / State PWD and those on approved list of MES, Railways, Autonomous Bodies, State / Central Govt. undertakings, or reputed organizations so as to reach his office upto 2.30 P.M. on or before 04.12.2017 for the following work:

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

Sub Head : A - Painting of Student Hostel.

: B - Painting of Housing Block.

: C - Painting of Essential quarters.

Sl. No.	Estimated Cost (In Rs.)	EMD (In Rs.)	Time for Completion	Last date & time for sale of Tender Documents	Date & time of submission / opening of tenders
1.	2.	3.	4.	5.	6.
1.	3144900/-	62900/-	60 Days	<u>01.12.2017</u> 16.00 Hrs.	<u>04.12.2017</u> 14.30 Hrs. 15.00 Hrs.

Tender documents 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 from this Institute. The tender documents can also be downloaded from Institute's website www.nipgr.ac.in and Govt. CPP Portal. 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 will be accepted in respect of those contractors having successfully completed at least three similar works of each value not less than ₹. 12.58 Lacs OR two similar work of each value not less than ₹. 15.73 Lacs OR one similar work of each value not less than ₹. 25.16 Lacs during the last three years ending 30th September 2017. Similar works means "Painting of Buildings in Government organizations, Govt. Autonomous organizations, and other reputed organization." and having Annual Financial Turnover during the last 3 years, amounting to ₹ 25,16,000.00 ending on 31st March, 2017.

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

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

Consultant Engineer
NIPGR, 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: Painting of Buildings at NIPGR Campus, New Delhi.

Sub Head : A - Painting of Student Hostel.
: B - Painting of Housing Block.
: C - Painting of Essential quarters.

The tender document consists of Tender form, Notice inviting tender, Instructions to bidders, General Information, Schedule of quantity, General Conditions of contract Agreement, List of tests and technical specification, Bill of quantities etc. which can be had at a cost of Rs. 500.00 (Rs. Five hundred only) from the office of Consultant Engineer, NIPGR, Aruna Asaf Ali Marg, New Delhi. Purchase of tender document is obligatory on the part of the tenderers & bid in no other form will be accepted.

2. The tender documents shall be placed in sealed cover as mentioned in Procedure of Submission of tender and addressed to the Consultant Engineer, NIPGR Campus, New Delhi. The tender shall be received by the Consultant Engineer, NIPGR campus, New Delhi before 14.30 hrs. on 04.12.2017 and shall be opened on the same day at 15.00 hrs. in presence of the tenderers or their authorized representatives who may like to be present. Any envelope received after the said date and time shall not be entertained under any circumstances and no consideration what so-ever shall be given to anything that might be contained in any such envelope.
3. The time allowed for the completion of work is 60 days to be reckoned from the 10th day after the date of written order to commence the work.
4. Every tender shall be accompanied by earnest money for ₹.62900-(₹ Sixty two thousand and Nine 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 value of tender can be increased or decreased and any item can be added, deleted, withdrawn or substituted without any notice as per the requirements of NIPGR without assigning any reason.
7. If a tenderer whose tender is accepted fails to undertake the work as per terms of the contract within 10 days to be reckoned from the date of issue of allotment letter, the earnest Money deposited will be forfeited.
8. NIPGR does not bind itself to accept the lowest or any tender and reserves the right to reject any or all tenders without assigning any reason.
9. NIPGR will not pay any expense, whatsoever incurred by tenderer for the preparation and submission of tenders.
10. **NIPGR shall have right to issue the work order in part or full of the tender for said works. During the period of validation period of 180days.**
11. This notice inviting tender, will form part of the contract agreement to be executed by the successful tenderer with the NIPGR
12. The successful tenderer shall have to sign the contract agreement within 10 days of the allotment of work.

Consultant Engineer
NIPGR, New Delhi

Seal & Sign of Agency

INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS:

The works referred here-in shall cover the entire scope of the proposal which includes supplying of material and resurfacing of road work and construction of parking area road 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: Painting of Buildings at NIPGR Campus, New Delhi.

Sub Head : A - Painting of Student Hostel.
: B - Painting of Housing Block.
: C - Painting of Essential quarters.

ENVELOPE NO.- 1

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

ENVELOPE NO.- 2

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

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

3. TENDERERS TO STUDY ENTIRE TENDER DOCUMENT CAREFULLY:

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

4. TENDERER TO SUBMIT THE ENTIRE TENDER DOCUMENT:

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

5. TENDERERS TO QUOTE FOR ALL ITEMS:

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

6. VALIDITY PERIOD OF OFFERS:

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

7. TENDERER TO SIGN ALL PAGES:

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

8. ERASURES AND ALTERATIONS:

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

9. TENDERER TO SATISFY HIMSELF OF SITE CONDITIONS:

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

10. EARNEST MONEY:

The tender shall be accompanied by earnest money of ₹.62900-(₹ Sixty two thousand and Nine 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.

11. TENDERER TO QUOTE BOTH IN FIGURES AND WORDS:

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

12. TENDER LIABLE TO REJECTION:

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

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

- i) Tenders submitted late
- ii) Tenders containing remarks uncalled for.
- iii) Conditional tenders
- iv) Tenders not submitted on prescribed Performa.
- v) Telegraphic tenders.

13. CORRESPONDENCE:

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

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

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

15. AMENDMENT IN TENDER DOCUMENTS:

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

16. REFERENCE IN TENDER DOCUMENTS:

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

**Consultant Engineer
NIPGR, New Delhi**

Seal & Sign 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 | ₹.62900-(₹ Sixty two thousand and Nine hundred only) to be
furnished with the tender in the form of the demand draft (No interest
is payable on 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 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 Security within the period prescribed for
commencement of work in the letter of award issued to him. |
| 5 | Authority competent to grant
extension of time | Director, NIPGR or authorized person by Director, NIPGR |
| 6 | Tools & plants | To be arranged by contractor |
| 7 | Schedule of Minimum wages | As per notification issued by CPWD. |
| 8 | Authority competent to reduce the
compensation amount | Director ,NIPGR |
| 9 | Defect Liability Period | One year from the date of acceptance of completion by the NIPGR. |
| 10 | Release 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 security deposit of 5%of work done shall be released
after defect liability period. |
| 11 | Periodicity of submission
Of interim Bills | Once in a month. |
| 12 | Authority Competent to
Appoint Arbitrator | Director, NIPGR |

Consultant Engineer
NIPGR, New Delhi

Seal, Sign of Contractor

MEMORANDUM

- a) Name of work : Painting of Buildings at NIPGR Campus, New Delhi.
Sub Head : A - Painting of Student Hostel.
: B - Painting of Housing Block.
: C- Painting of Essential quarters.
- b) Estimated cost : ₹31. 45Lacs.
- c) Earnest money : ₹.62900-(₹ Sixty two thousand and Nine hundred only)
in the form of Demand Draft in favour of NIPGR payable
at New Delhi. (No interest is payable on earnest money).
- d) Time allowed for the completion of work(to be reckoned from 10th day
after the date of issue of written
order to commence work) 60 Days

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

COMPENSATION CLAUSE

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor, and shall be reckoned from the 10th day of the date on which the order to commence the work is given to the contractor within ten days of award of work the contractor shall prepare and submit a schedule for work execution for approval of the 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, for every week that the work remains un commenced or unfinished after the dates mutually agreed upon by the parties. 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 per week, as per work order amount. 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.

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

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. 50,000/- (Rs. Fifty thousand only) or above, the arbitrator shall give reasons for the award.

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

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

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

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

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 Consultant Engineer. In the case of an item for which specification are not available in the said specifications relevant BIS specifications applicable as on the date of tenders shall be followed.

QUALITY CONTROL OF MATERIAL

7.1 If it shall appear to the Consultant Engineer or the Director, NIPGR that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or otherwise not in accordance with contract, the contractor shall on demand in writing from the Consultant Engineer specifying the work materials or articles complained of not with standing that the same may have been inadvertently passed, certified and paid for forthwith rectify, or remove & reconstruct the work so specified in whole or in part, as the case may require, or as the case may remove the materials or articles so specified and provide other proper and suitable material or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by Consultant Engineer, NIPGR in his demand as aforesaid then the contractor shall be liable to pay

compensation at the rate of 1% on the contract agreement of work for everyday not exceeding 10 days, while his failure to do so shall continue and in the case of any such failure the Consultant Engineer may rectify or remove, and re-execute the work or replace with other, materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

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 Consultant Engineer, NIPGR or his subordinate in-charge of the work and the contractor shall at all times, during the usual working hours and at all other times at which reasonable notice of the intention of the Consultant Engineer to visit the works shall have been given to the contractor, either himself be present to receive order and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

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

8.3 The work during its progress shall from time to time inspected by the Architects or their structural & other consultants on behalf of Consultant Engineer, NIPGR and the contractor shall extend all co-operation to the consultants inspecting the work.

10. No Escalation shall be paid.

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

**Consultant Engineer
NIPGR, New Delhi**

Seal & Sign of Contractor

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. SPECIFICATIONS:

If specifications for an item of work are not covered by the CPWD Specifications/B.I.S. Specifications prevailing as on date of tender, the same shall be decided by the Architect and shall be binding on the contractor.

The Director shall have the power to insist upon the contractor to purchase and use such materials of particular approved make which may in his opinion be necessary for proper and reasonable compliance with the specifications and execution of work.

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

a) As required by Consultant Engineer, NIPGR, 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 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. WORK AND WORKMANSHIP:

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

3. CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC.

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

4. FORCE MAJEURE:

The right of the contractor to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including not limited to acts of God, or of the public enemy, restraints of a sovereign state, firms, floods, unusually severe weather.

5. APPROVAL OF SAMPLES

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

6. JURISDICTION:

Notwithstanding any other courts having jurisdiction to decide the questions forming subject matter of a suit any and all actions and proceedings arising out of or relative to this contract (including any arbitration in terms thereof) shall lie only in the court of competent Civil jurisdiction in this behalf at New Delhi., where this contract is to be signed on behalf of Consultant Engineer, NIPGR and only the said court shall have jurisdiction to try any such actions and/or proceedings to the exclusion of all other courts.

9. SCOPE OF WORK:

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

10. CONTRACTOR'S RESPONSIBILITY FOR THE MANNER OF EXECUTION OF WORKS

The contractor shall be solely responsible for the manner and the method of executing the work. The work shall be subject to the approval of Institute from time to time for purposes of determination of the question whether the work is executed by the contractor in accordance with the contract.

11. SUBMISSION OF BILLS:

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

12. ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:

If it shall appear to Consultant Engineer, NIPGR or his representatives, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to the contracted for, or otherwise not in accordance with the contract CPWD specifications/B.I.S. specifications the contractor shall on demand in writing from the Architect specifying the work materials, articles complained or not with-standing that the same have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require, or as the case, remove the materials or articles so specified and provide other and suitable materials or articles so specified at his own cost and in the event of his failing to do so within a period to be specified by the architect 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.

13. The works shall be inspected by Engineers & Consultant of Institute. The contractor shall extend full co-operation and render all necessary facilities for inspection of the work to the inspecting authority without any additional cost to NIPGR. It must be noted that any observations/ comments/ recommendations of the said Technical consultants shall be binding on the contractor.

14. It shall always prevail, unless otherwise specifically stated, that the entire provisions of Tender document been opened upon and accepted for compliance by the contractor without any reservation.

Seal & Sign of Contractor

**Consultant Engineer
NIPGR, New Delhi**

GENERAL SITE RULES, PROCEDURES AND PRECAUTIONS

1 SITE WORKING RULES AND REGULATIONS

a) The contractor shall furnish to 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.

**Consultant Engineer
NIPGR, New Delhi**

Seal & Sign of Contractor

SCHDULE 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 ₹.62900-(₹ Sixty two thousand and Nine 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

1. **Name of work:** Painting of Buildings at NIPGR Campus, New Delhi.
Sub Head : A - Painting of Student Hostel.
 : B - Painting of Housing Block.
 : C - Painting of Essential quarters.
2. The site of work is at NIPGR Campus, Aruna Asaf Ali Marg New Delhi-110067.
3. The contractor should visit the site and make himself acquainted with the topography of the site. The Department shall entertain no extra claim later on. A certificate of site visit as per Annexure-II must sign as enclosed.
4. The contractor shall make his own arrangement for the security of material at site.
5. The contractor shall arrange all T&P, Scaffoldings as required and nothing extra will be paid.
6. The contractor must get the prior approval of materials from the Engineer- In –Charge.
7. The rates shall be inclusive of Transportation, loading, unloading and handling charges of material, nothing extra will be paid.
8. The rates shall be inclusive of all taxes including GST.
9. The contractor shall follow all labour laws as prevailing in Delhi.
10. All works shall be carried out as per CPWD Specifications and to satisfaction of the Institute.
11. The Institute reserves the right to reject / accept any or all tenders without assigning any reason.
12. In case of any dispute, the decision of the Institute shall be final & binding on the contractor.
13. Any work not carried out as per instruction of the Engineer-in-charge shall be removed and re-painted by the contractor without any extra cost.
14. The work shall be completed in all respects within **Two Months** after the date of issue of work order.
15. Contractor must have experience of Painting works in Govt. organizations/other reputed organizations Institutes/Universities and shall submit the experience certificates regarding the same.
16. The Contractor shall be responsible for any damages and site clearance and nothing extra will be paid. In case the site clearance and damages which are not attended, a recovery amounting to Rs.25,000/- shall be made.
17. **Security deposit @ 10%** shall be deducted from the bill and same shall be refunded after the completion of defect liability period of **One Year**. In case of violation of any condition of tender documents\work order, the security deposit/bank Guarantee will be forfeited\revoked\enchased.
18. All papers attached with this Quotation should be signed & returned in original.
19. The paint shall be synthetic enamel, Oil bound distemper, cement primers etc. Acceptable Brands are Shalimar, Asian, Berger & Narolac or as approved by Institute. Tenderer should specify brand / quality of paint offered with complete specification.
20. The rates quoted shall remain valid for a period of 180days, No tender can withdraw\or modify his tender or revoke the same within the same period. If a tenderer on his own withdrawn\or revokes the tender for any item or condition within the period mentioned in the tender notice his earnest money deposit shall stand forfeited. Notwithstanding foregoing, the Institute reserves the right to take other action as deemed appropriate.

Consultant Engineer

NIPGR, New Delhi

Seal & Signature of Contractor

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

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

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

Seal and Signature of the Authorized
Person of the Agency

Name and designation of the
Authorized Person of the Agency

Place:

Date:

**‘CERTIFICATE FOR SITE INSPECTION’
Pre-qualification criteria of NIT**

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

(Signature of Bidder with Seal)

Name:

Address:

Date:

Consultant Engineer, NIPGR

CHECK-LIST FOR PRE-QUALIFICATION BID FOR Name of work: Painting of Buildings at NIPGR
Campus, New Delhi.

Sub Head : A - Painting of Student Hostel.
: B - Painting of Housing Block.
: C - Painting of Essential quarters.

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) after award of maintenance work.	
5.	Self-attested copy of the PAN card issued by the Income Tax Department with Self-attested copy of GSTIN.	
6.	Proof of experiences of last three years ending 30th, September 2017 as specified in the NIT along with satisfactory performance certificates from the concerned employers.	
7.	Annual turnover of last three financial years ending 31 st March 2017 duly certified by the Statutory Auditors.	
8.	'CERTIFICATE FOR SITE INSPECTION' shall be signed with date.(As per Annexure-II)	
9.	Any other documents, if required.	

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

[illegible][illegible]

Schedule of Quantity(Part-A)

Name of work : Painting of Student Hostel at NIPGR Campus, New Delhi.

Sl. No.	Description	Unit	Qty	Rate	Amount
1	Removing oil bound distemper by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete as per direction of Engineer-in-charge.	Sqm.	8200		
2	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface :Water thinnable cement primer all complete as per direction of Engineer-in-charge.	Sqm.	8200		
3	Distemping with 1st quality acrylic distemper (ready mixed) of approved manufacturer, of required shade and colour complete, asper manufacturer's specification and approved Brand to give an even shade over old work with two coat or more coat all complete as per direction of Engineer-in-charge.	Sqm.	8200		
4	Finishing walls with textured exterior paint of required shade:all complete as per direction of Engineer-in-charge.	Sqm.	1500		
	Old Work-Two or More coats applied 3.28ltr/10sqm over.				
5	Removing white or colour wash, Scrapping , sand papering and preparing the surface smooth including necessary repairs of steel surface scratches etc.all complete as per direction of Engineer-in-charge.	Sqm.	250		
6	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :Two or more coats on old work all complete as per direction of Engineer-in-charge.	Sqm.	250		
7	Polishing of railings etc .based on oil type preservative of approved brand and manufacturer two or more coat all complete as per direction of Engineer-in-charge.	Sqm.	80		
8	PVC covering of Furniture, Tables, Rackes etc. all complete during of painting works.as per instruction of Engineer-in-Charge	L.S.	1		
				Total Amount	
				Add GST@18%	
				Net Total Amount	
	NOTE: Brand / Quality of paint / material offered should be mentioned in the bid for above items.				
	Consultant Engineer				
				Seal & Sign of Agency	

Schedule of Quantity(Part-B)					
Name of work : Painting of Housing Block at NIPGR Campus, New Delhi.					
Sl. No.	Description	Unit	Qty	Rate	Amount
1	Removing oil bound distemper by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. all complete as per direction of Engineer-in-charge.	Sqm.	8500		
2	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface :Water thinnable cement primer all complete as per direction of Engineer-in-charge.	Sqm.	8500		
3	Distempering with 1st quality acrylic distemper (ready mixed) of approved manufacturer, of required shade and colour complete, as per manufacturer's specification and approved Brand to give an even shade over old work with two coat or more coat all complete as per direction of Engineer-in-charge.	Sqm.	8500		
4	Finishing walls with textured exterior paint of required shade:all complete as per direction of Engineer-in-charge.	Sqm.	400		
	Old Work-Two or More coats applied 3.28ltr/10sqm over.				
5	Removing white or colour wash, Scrapping , sand papering and preparing the surface smooth including necessary repairs of steel surface scratches etc. complete.all complete as per direction of Engineer-in-charge.	Sqm.	250		
6	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :Two or more coats on old work all complete of door window,Grills etc. as per direction of Engineer-in-charge.	Sqm.	4650		
7	Polishing of railings etc .based on oil type preservative of approved brand and manufacturer two or more coat all complete as per direction of Engineer-in-charge.	Sqm.	250		
8	PVC covering of Furniture, Tables, Rackes etc. all complete during of painting works.as per instruction of Engineer-in-Charge	L.S.	1		
				Total Amount	
				Add GST@18%	
				Net Total Amount	
	NOTE: Brand / Quality of paint / material offered should be mentioned in the bid for above items.				
	Consultant Engineer				
				Seal & Sign of Agency	

Schedule of Quantity(Part-C)					
Name of work : Painting of Essential quarters at NIPGR Campus, New Delhi.					
Sl. No.	Description	Unit	Qty	Rate	Amount
1	Removing oil bound distemper by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. all complete as per direction of Engineer-in-charge.	Sqm.	2000		
2	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface :Water thinnable cement primer all complete as per direction of Engineer-in-charge.	Sqm.	2000		
3	Distempering with 1st quality acrylic distemper (ready mixed) of approved manufacturer, of required shade and colour complete, asper manufacturer's specification and approved Brand to give an even shade over old work with two coat or more coat all complete as per direction of Engineer-in-charge.	Sqm.	2000		
4	Finishing walls with textured exterior paint of required shade:all complete as per direction of Engineer-in-charge. Old Work-Two or More coats applied 3.28ltr/10sqm over.	Sqm.	325		
5	Removing white or colour wash, Scrapping , sand papering and preparing the surface smooth including necessary repairs of steel surface scratches etc. complete.all complete as per direction of Engineer-in-charge.	Sqm.	1075		
6	Painting with synthetic enamel paint of approved brand andmanufacture to give an even shade :Two or more coats on old work all complete over Doors, windowand Grills etc.as per direction of Engineer-in-charge.	Sqm.	750		
7	Cup Board etc .based on oil type preservative of approved brand and manufacturer two or more coat all complete as per direction of Engineer-in-charge.	Sqm.	150		
8	PVC covering of Furniture, Tables, Rackes etc. all complete during of painting works.as per instruction of Engineer-in-Charge	L.S.	1		
				Total Amount	
				Add GST@18%	
				Net Total Amount	
NOTE: Brand / Quality of paint / material offered should be mentioned in the bid for above items.					
Consultant Engineer					
		Seal & Sign of Agency			

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