

TENDER DOCUMENT

Name of work: CAMC of High Precision AC installed for Metabolome Facility at NIPGR Campus, New Delhi.

CLIENT: DIRECTOR NIPGR, NEW DELHI

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TENDER DOCUMENTS

Name of work:	CAMC of High Precision AC installed for Metabolome Facility NIPGR Campus, New Delhi.	7 a
Owner:	Director, NIPGR New Delhi	
Tender Issued to :		
	NATIONAL MS	

Place for submission / opening of tender document:

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

Date & time of submission of tender documents: 18.11.2021 up to 1500 hrs.

Date & Time of Opening of Tenders: 22.11.2021 at 1500 hrs.

Purchase and Store Officer NIPGR



TENDER FORM

To

The Director NIPGR CAMPUS, New Delhi.

Dear Sir,

I/We have read and examined the following Tender Documents relating to the "CAMC of High Precision AC installed for Metabolome Facility at NIPGR Campus, New Delhi."

- > Tender Form
- > Tender Notice
- > Special Terms & Conditions
- Scope of work
- General conditions
- Instruction to bidders
- General Information
- Memorandum
- General Conditions of contract agreement
- General site rules, procedures and precautions
- Instructions for Online Bid Submission
- > Special Instructions to bidders for Registration with Competent Authority
- ➤ Annexure I, II, III, IV, V, VI & VII
- Schedule of quantity (not to be filled)
- Price Bid

I/We hereby offer to execute the work complete in all respects specified in the underwritten Memorandum within the time specified therein or during the allowed extended time at the rates specified in the schedule 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)

NOPGR

राष्ट्रीय पादप जीनोम अनुसंधान संस्थान

अरुणा आसफ अली मार्ग, एन. आई. पी. जी. आर. परिसर, नई दिल्ली - 110 067

फ़ोन: 26735161, 26735138, **फैक्स**: 26741658

ईमेल: engineering@nipgr.ac.in वेबसाइट: www.nipgr.ac.in

TENDER NOTICE

(Tender No.: NIPGR/Engg./5/12/2021-22)

Online Tenders (in two bid system) are invited on behalf of the Director, NIPGR, Aruna Asaf Ali Marg, JNU Campus, New Delhi – 110067, from the eligible contractors who have experience in CAMC of High Precision AC installed for Metabolome Facility at NIPGR Campus, New Delhi with Govt. departments or other reputed organizations.

Name of work: CAMC of High Precision AC installed for Metabolome Facility at NIPGR Campus, New Delhi.

SI. No. 1.	Estimated Cost (In Rs.)	Time for Completion	Date & time of Receipt of tenders	Date & time of opening of tenders 5.
1.	1.65 lakhs	12 months	18.11.2021 1500 Hrs.	22.11,2021 1500 Hrs.

Tender documents can also be downloaded on line free of cost from our website www.nipgr.ac.in and Govt. CPP Portal https://eprocure.gov.in/cppp/

Tenderers registered with M.S.M.E. & N.S.I.C. in the above-mentioned services / activities are exempt from deposit of EMD.

The bids will be accepted in respect of those contractors who are OEM/Authorized Agencies having successfully completed three similar works each costing not less than Rs. 0.66 lakh or two similar works each costing not less than Rs. 0.83 lakh or single similar work of costing not less than Rs. 1.32 lakhs during the last 7 years ending September 2021 and having annual financial turnover of Rs. 1.65 lakhs, during the last three years. Similar works means "CAMC of High Precision AC" in Govt. departments or other reputed organizations. Intending tenderers must enclose self-attested copies of Completion Certificates and work orders of having completed the work satisfactorily issued by an authority not below the rank of Executive Engineer or equivalent. Also, third party work done completion certificates will not be entertained.

Submission of complete tender documents duly signed and stamped with Technical Bid, by the tenderer is mandatory. Any short or incomplete documents required in the tender will lead to straightaway rejection of tender.

Agency tenderer found involved in illegal practices, nonpayment/less payment of minimum wages, ESI/EPF etc which has declared by Govt. of NCT of Delhi, will lead to cancellation of the contact forthwith and taking up further action to debar/blacklisting or as deemed appropriate to the Institute.

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

The firms must be registered with ESI, EPF and GSTIN Issued by concern authorities and must submit self-attested copies of registration. The agency must submit completion certificate clearly mentioning the capacity of machines and type of AC weather air cooled/ water cooled along with BMS System maintained by them. Tenders received without this details/documents will not be considered.

The Institute may ask originals documents for verification. All originals documents will be returned after verification. Tenders received without their details/documents will not be considered.

Purchase and Store Officer NIPGR

(Seal & Signature of Contractor)

SPECIAL TERMS & CONDITIONS

Name of work: CAMC of High Precision AC installed for Metabolome Facility at NIPGR Campus, New Delhi..

- 1. The tenderers are required to visit the site, i.e., the location of the equipments, panels, routes of cables, etc., before tendering. It shall be presumed that while quoting, the tenderer has taken due note of the working conditions. The agency needs to get certificate (Annexure-II) for site inspection verified by Institute for confirmation of site visit.
- 2. All required tools such as Test lamps, Spanners, cutting pliers, screw drivers, crimping tools, Grease gun, drill machine, vacuum cleaner / blower, megger, millimeter etc., required for the proper maintenance of the installation shall be arranged by the contractor.
- 3. Separate set of working tools of good condition shall be provided to each tradesmen all the times which are as under:

a)	Plier - 1	each
b)	Set of Screw Drivers - 1	each
c)	Test Lamp 1	each
d)	Tools Bag - 1	each
e)	Multi meter - 2	Nos.
f)	Tong tester - 1	No.
g)	Megger - 1	Nos.
h)	Rubberized Gloves - 3	nos

- 4. The contractor is responsible for carrying out routine checkups and to attend any breakdown immediately.
- 5. Proper record has to be maintained for all the complaints attended and the routine checks and cleaning of substation & all other equipment's etc. shall be carried out.
- 6. After taking over the site, the contractor will check all the installations and submit the report mentioning the defects during taking over the system within 15 days. After 15 days it will be presumed that no defect is available and after that every defect noticed will be rectified by the contractor and nothing extra will be paid for the rectification of same.
- 7. The Contractor shall inform the department well in advance about the requirement of any spares, consumable items necessary for satisfactory maintenance.
- 8. The rates quoted shall be firm and hold good throughout the contract period. The same may be extended depending upon satisfactory performance and mutual consent.
- 9. Payment shall be made on quarterly basis after submission of bill with all supporting documents and deduction of the Security Deposit, Income tax, statutory deductions as per Government rules. In case of non-compliance the payment will be withheld.
- 10. If a tenderer whose tender is accepted fails to undertake the work as per terms of the contract or as mentioned in the award letter, he shall be blacklisted for a period of 2 years.
- 11. The security deposit will be returned after one month of completion of the contract period or payment of last bill, whichever is later.
- 12. All routine cleaning materials such as brooms, duster, detergent, blowing equipment, old dhoti as well as fuses, lubricating grease, gland dori, etc. shall be arranged by the contractor to keep the machines/ equipment's functional and to clean the tidy & in presentable shape.
- 13. In case the tenderer desires to close the contract before the scheduled period a notice of three months to the institute is mandatory failing which notice period shall be completed at the risk and cost of the contractor besides damages as deemed suitable to the institute shall be levied on the contractor. Notwithstanding contained anything above, institute reserves the right to take any other action, including termination of contract at any time by giving one month's notice.

- 14. The contractor shall be responsible for any damage caused to any equipment, fitting of building of NIPGR due to the negligence of the staff. The same shall be made good by the contractor at his cost. In this case the decision of the Institute shall be final & binding to the contractor.
- 15. All the dismantled materials shall be taken into account by the institute and a separate register shall be maintained which shall be certified by Institute or his authorized representative. The cost of the register shall be borne by the contractor and shall be handed over to the institute after completion of work.
- 16. All instruments as & when required for testing, checking, measuring, etc., shall be arranged by the contractor in addition to day-to-day maintenance items.
- 17. Work is to be carried out as per CPWD specification and to the full satisfaction of Institute.
- 18. Preventive maintenance checks shall be carried out monthly/quarterly/half yearly and as per direction of Institute and record of having checked shall be maintained in history registers. All logbooks & registers shall be arranged and maintained by the agency.
- 19. 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.
- 20. The necessary details of the staff members shall be given in advance so as to know and allow the individual to attend complaint.
- 21. No labour below the age of 18 years shall be employed on work.
- 22. If any worker is found to be not suitable for the position, the contractor has to remove the person from the site and depute suitable substitute immediately. The decision of Institute in this regard shall be final and binding on the contractor.
- 23. The agency shall provide police verification document and character certificate of the all employees before deployment of staff for verification and approval from competent authority.
- 24. The contractor shall not sublet or transfer any part of the contract thereof without the written permission of Director NIPGR New Delhi.
- 25. 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.
- 26. 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 for which no change in the price or substance of the bid offered shall be permitted.
- 27. 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 of the institute shall be final.
- 28. There should be no police case pending against the Proprietor / Firm / Partner / Director or the Company (Agency).
- 29. The contractor shall be responsible for good behavior and character of the staff engaged by him.
- 30. Institute shall in no way be involved in any dispute of whatever kind between the contractor and the staff engaged by him.
- 31. Any accident / electrocution caused due to negligence or during the course of normal work etc., shall be responsibility of the Contractor. The contractor shall be responsible for all compensation to the staff engaged by him.
- 32. The contractor shall provide sufficient safeguard to avoid any accident.

- 33. 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.
- 34. Any type of breakdown in any services shall be restored by deploying extra manpower without any extra charge to the Institute.
- 35. If any complaint remains pending due to contractor's negligence or any other reason for which contractors is held responsible recovery will be made as under.
 - a) The complaint should be attended within 24 hours after getting the complaint. If not attended, a penalty @Rs. 1000 per day per complaint shall be levied subject to maximum of Rs. 5,000.00
 - b) For any total breakdown due to contractor's negligence / poor maintenance, a penalty as actual shall be levied and the decision of Institute shall be final and binding on contractor.
 - c) All the complaints must be rectified within 48 hours after getting the complaint attended. If not rectified, a penalty @Rs. 2000 per day per complaint shall be levied subject to maximum of Rs. 25000.00. In case the contractor fails to rectify complaint subsequently for seven days, the Institute is at liberty to get the complaint rectified at its own and at the cost of the contractor.
- 36. NIPGR will not pay any expense, whatsoever incurred by tenderer for the preparation and submission of tenders.
- 37. The successful tenderer shall have to sign the contract agreement within 15 days of the allocation of work.
- 38. The agency shall provide valid ID cards to the staff which must be produced during the time of inspection / check by the Institute.
- 39. 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 Wages Act., Workmen Compensation act., ESI Act., Provident Fund and Miscellaneous Provision Act., Bonus Act. and Contract Labour Act. 1970 and amendments issued time to time etc. NIPGR will not be responsible for such lapses in any way.

40. Payment of bills:

- a) Bills will be submitted by the Contractor before 15th (if 15th is holiday then next working day) quarterly & after satisfactory service and submission of pre-receipted bill and any other documents as prescribed by the Institute to respective agencies are also required to be submitted with their monthly bill.
- b) TDS on payments will be made as per rules in this regard.
- c) Any bill submitted by the agency after 15th of that month shall be processed in next month and delay due to the contractor's fault shall be himself.
- 41. The bidder should have the following Registrations and details of the same should be provided in the Technical Bid.
 - i) Documents of previous experience in the field and list of organizations to which services are being provided at present.
 - ii) Permanent Account Number Card (PAN)
 - iii) PF Registration number
 - iv) ESI Registration number
 - v) GST Registration number
 - vi) An undertaking on a Non-Judicial Stamp Paper worth Rs. 100/- duly notarized (Annexure I), and duly filled in Annexure III in all respects, may also be furnished with the technical bid.
 - vii) Audited Annual Financial Turnover duly verified/certified by statutory authority for last three financial years ending March 2021.
- 42. The Contractor shall arrange uniform and shock proof shoes for all the workers.

- 43. The Institute reserves the right to terminate the contract by giving one month notice to contractor in writing during the period of the contract without any financial repercussions and the contractor will serve three months' notice for termination of contract.
- 44. The agency shall repair all the defects of all the equipment's attached/ interconnected with the precision machine such as temperature controllers, humidity controllers, heaters, etc under the scope of work.
- 45. The overhauling and repairing of any of the air-conditioning plant & equipment chemical for cleaning cooling coils, descaling of valves are covered under the scope of work.
- 46. The items inclusive in scope of work i.e. either repair / replacement with new.
 - (a) Compressor
 - (b) Controller
 - (c) Switchgear components of the unit
 - (d) Fan motor (indoor & outdoor) including fan
 - (e) Filter drier
 - (f) Solenoid valve
 - (g) Expansion valve
 - (h) BMS connectivity comprising of Software as well as Spares.
 - (i) Replacement of consumables like refrigerant and humidifier bottle.
 - (j) All electrical components connected with the machines and from the main source of supply.
 - 47. Items excluded from the scope of work:
 - (a) Actuator valve complete
 - (b) Sheet metal parts
- (c) Coils (evaporator and condenser)
- (d) Copper piping
- (e) Insulation
- (f) False ceiling
- (g) Microves and Hepa filters
- (h) Water piping / gate valves
- (i) Modulating and mixing valves

Purchase and Store Officer NIPGR

Accepted
(Seal & Signature of Contractor)

SCOPE OF WORK

Name of work: CAMC of High Precision AC installed for Metabolome Facility at NIPGR Campus, New Delhi..

Scope of work: The scope of the work covers the following:

- Attending and repairing of any number of breakdown calls during the working hours or beyond as required.
- 2. Any spare parts supplied by the department will be fitted free of cost (indigeneous or imported)
- 3. Any other service pertaining to the effective performance of the ac units.
- 4. Free replacing of the defective worn out parts with new or repaired parts for compressor/thermostat/cutouts of the equipment due to ageing of the machine.
- 5. Descaling of the condenser/ chemical cleaning of the evaporator coils and working parameters of the plant.
- Checking the compressor for its proper functioning. 6.
- 7. Any problem related to BMS System installed.
- Annual pumping down and restarting as and when required by the institute.
- Repairing of the equipment at site/service station.
- Painting of outdoor machine (as per directions of EIC) once in a year.
- Any electrical component such as MCB, MCCB, thimble of the electrical panel with all associated components shall be arranged by the agency.
- Cleaning and maintenance of all the equipment's. The material required for the cleaning purposes will be arranged by the agency with the no extra cost.
- 13. The staff attending complaints shall go with the complaint register and got signed from the reporting person for having attended the complaints to his satisfaction and inform Institute on regular basis.
- The following registers are to be maintained by the contractor.
 - Complaint registers
 - c) History book.

The following periodical checks are to be carried out:

Attending to complaints a)

: Daily

Cleaning of panels/equipment's b) C)

: Monthly

Cleaning of External equipment's

: Monthly

- In case the department is unable to supply the material in replacement of the defective item, the same shall 15. be arranged by the contractor with the consent of Institute and the justified payment shall be made on producing the valid vouchers.
- In addition to the above any other duties assigned by the Institute shall be carried out by the contractor 16. without any extra cost.
- 17. Following checks shall be carried out during the servicing/monthly check
 - a. Check the refrigerant leaks and proper refrigerant level on the high- and low-pressure sides. Repair all leaks
 - b. Check condenser coil and clean if needed. Keep debris away from the unit.
 - c. Straighten any belt heat exchanger fins on condenser coil.
 - d. Check suction pipe insulation and replace if needed.
 - e. Lubricate fan motors and bearing. Replace worn bearing.
 - f. Check fan blades for damages and clean if needed.
 - g. Check all wiring, electrical connections, contactors, capacitors, relays, etc for wear, cleanliness and proper operations.
 - h. Visually inspect compressor and check amp drawn.
 - i. Check condensate drain and pan then advise of any discrepancies.
 - Check expansion valve & coil temperature, lubricate parts as needed.
 - k. Check evaporate coil and if found dirty clean it as per directions of EIC.
 - Check the shape that the total system is in and advise client/ customer of discrepancies.

Purchase and Store Officer NIPGR

Accepted (Seal & Signature of Contractor)

GENERAL CONDITIONS

- 1. Online tenders are hereby invited from the eligible bidders for the work of "CAMC of High Precision AC installed for Metabolome Facility at NIPGR Campus, New Delhi...
- 2. The tender document is obligatory on the part of the tenderers & bid in no other form will be accepted.
- 3. The Tenderer will submit his tender on-line in prescribed format after examining the tender documents, scope of work, general conditions of contract, Instructions to bidders, General Information, Special Terms and Conditions of contract agreement, technical specification, Price Bid.
- 4. The tender shall be submitted online in two parts, viz., Technical bid and Financial bid. Submission of complete tender document duly stamped and signed by tenderer with technical bid is mandatory.
- 5. The offer shall remain valid for 90 days from the date of opening of Tender. The validity of rates is further extendable from the date of issue of award letter with mutual consent of both the parties.
- 6. The tenderer shall submit a copy of the audited balance sheets of the past three financial year.
- 7. NIPGR will not pay any expense, whatsoever incurred by tenderer for the preparation and submission of tenders as well as for the transportation of samples.
- 8. This notice inviting tender, will form part of the contract agreement to be executed by the successful tenderer with the NIPGR
- 9. The successful tenderer shall have to sign the contract agreement within 10 days of the allotment of the maintenance work.
- 10. Contractor's office establishment should be based in Delhi/NCR.
- 11. All the correspondence on the tender shall be addressed to the Director, NIPGR, Aruna Asaf Ali Marg, New Delhi and any communication addressed to anyone else shall not in any manner to be binding upon the NIPGR, Aruna Asaf Ali Marg, New Delhi.

Purchase and Store Officer

(Seal & Signature of Contractor)



INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS:

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

2. TENDERERS TO STUDY ENTIRE TENDER DOCUMENT CAREFULLY:

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

3. TENDERER TO SUBMIT THE ENTIRE TENDER DOCUMENT ON-LINE.

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

4. INSTRUCTION FOR FILLING THE TENDER.

Tenders shall be submitted ON-LINE, it shall be signed by one who has been authorized by the Board of Directors through a resolution. Copy of resolution and the authority letter in favour of the person signing must accompany the tender.

5. TENDERERS TO QUOTE FOR ALL ITEMS AND IN FIGURES:

The tenderer shall quote his rates in figures with reference to each item and must enter for all the items shown in the attached Bill of quantities. Incomplete offer shall be liable for rejection. The total amount shall be written both in figures and in words.

6. VALIDITY PERIOD OF OFFERS:

The rates quoted in the tender shall hold good for 90 days from the date of opening of the tender. 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 the period mentioned in the tender notice, in such cases the Institute reserves the right to reject the bid and take any other action as deemed appropriate. In case the successful tenderer after award of acceptance of tender fails to perform as per contract or violates any condition of tender, the Agency shall be suspended from being eligible for bidding in any contract with the NIPGR, New Delhi for the period of 2 years starting from the last date of receipt of this bid/tender. The validity of accepted rates is further extendable from the date of issue of award letter with mutual consent of both the parties.

7. TENDERER TO STAMP & 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 also signed a certificate of site visit enclosed as per Annexure II' 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 agency shall submit the Bid Security Declaration with the tender as per format enclosed in Annexure-IV.

11. TENDERER TO QUOTE BOTH IN FIGURES AND WORDS:

The bidder shall quote their rates for all the items both in figures as well as words given as per the attached format of Price bid. 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 tender document and/or expressly prohibited therein or stipulate additional/alternative conditions shall be liable to be rejected. Tenders shall also be liable for rejection on any of the following grounds: -

- i)Tenders containing remarks uncalled for.
- ii)Conditional tenders
- iii)Tenders not submitted on prescribed Performa.
- Iv)Telegraphic/Fax/Postal tenders.
- v) Tenders without Bid Security Declaration in the format of Institute.

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 this event the agencies / bidders shall be debarred from tendering with the Institute.

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:

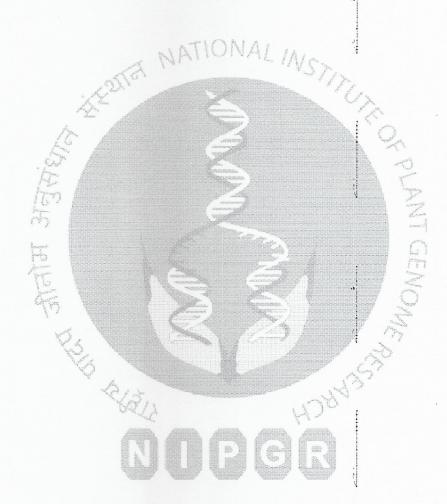
NIPGR reserves the right to revise or amend the Bid Documents up to the date prior to the date notified for opening of the tenders and also the right to postpone the date of submission and opening of tenders without assigning any reason, whatsoever.

16. REFERENCE IN TENDER DOCUMENTS:

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

Purchase cum Stores Officer NIPGR

(Seal & Signature of Contractor)



GENERAL INFORMATION

Accepting Authority

Director, NIPGR

New Delhi.

2. Earnest money The agency shall submit the Bid Security Declaration with the tender as per format enclosed in Annexure-IV

Performance Security

The contractor shall be required to deposit an amount equal to 3% 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.

Authority competent to grant extension of time

Director, NIPGR

Tools & plants

To be arranged by contractor

Authority competent to reduce the compensation amount

Director, NIPGR

Defect Liability Period

12 months from the date of acceptance of completion by the Institute.

8. Release of Performance Security Deposit

The performance security shall be refunded to the contractor on completion of the defect liability period and recording of completion certificate by Institute.

9.

Authority Competent to

Appoint Arbitrator

Director, NIPGR

10. Authority Competent to reduce

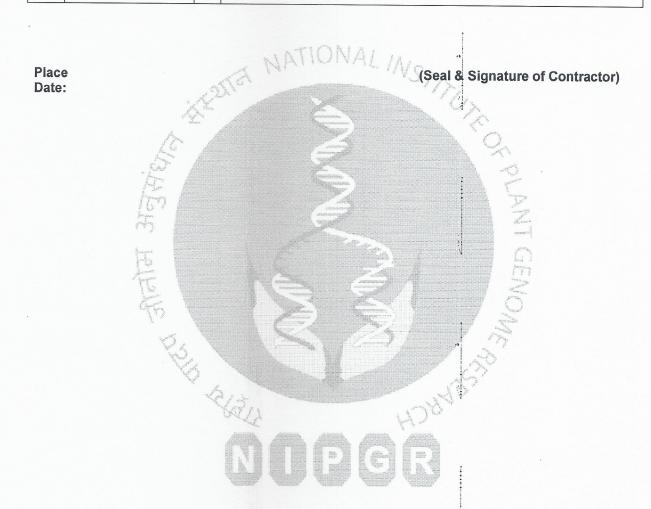
the compensation amount

Director, NIPGR

Purchase cum Stores Officer NIPGR

MEMORANDUM

a)	Name of work	"CAMC of High Precision AC installed for Metabolome Facility at NIPGR Campus, New Delhi"
b)	Estimated cost	Rs. 1.65 Lakhs.
c)	Earnest money	The agency shall submit the Bid Security Declaration with the tender as per format enclosed in Annexure-IV
d)	Time allowed for the completion of work	12 months, which can be extended with the consent of the both the parties.



GENERAL CONDITIONS OF CONTRACT AGREEMENT

1. PERFORMANCE SECURITY

The bidder / bidders whose tender may be accepted (herein after called the contractor) shall permit NIPGR at the time of making any payment to him for works done under the contract to deduct such sum as will amount to 3% of all moneys so payable to be held by the Institute, by way of performance security.

2. COMPENSATION CLAUSE

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor, and shall be reckoned from the 10th day of the date on which the order to commence the work is given to the contractor, and within ten days of award of work the contractor. The work on the contract shall be executed according to the approved drawings as aforesaid and shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent per week of work order amount or on the value of work as per contract, . Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent of the awarded cost of work as shown in the tender. The Director, NIPGR on a representation from the Agency, is however; empowered to reduce the amount of compensation and his decision in writing shall be final.

3. TIME EXTENSION

If the contractor shall desire an extension of the time limit for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the NIPGR, within 15 days of the date of the hindrance on account of which he desires such extensions as aforesaid but before the expiry of time limit and the NIPGR, if in his opinion(which shall be final)reasonable grounds as shown thereof, authorized such extension of time if any, as may, in his opinion be necessary or proper.

4. COMPLETION OF WORK

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

5. ADDITIONS/ALTERATIONS/ DEVIATIONS

The NIPGR, shall have power to make any alterations or omissions or additions or substitutions in the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the NIPGR and such alterations, additions or substitutions shall not invalidate the contract and any altered, additional or substituted, work which the contractor may be directed to carry out in the manner above specified as part of the work shall be carried out by the contractor on same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered additional or substituted work has to the main work at the sole discretion of the Director, NIPGR, and his decision in this regard shall be final and binding on the contractor.

All tenderers are required to quote as per specifications stipulated hereunder. Rates for all items shall be quoted as specified hereunder. After the award of the contract, the work shall be carried out as per approved samples. Rates for extra/substituted items, should they became necessary during the execution of he work shall be settled on analysis of rate to be submitted by the contractor for such items.

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

6. CARRYING OUT OF WORK

All the work shall be carried out in accordance strictly as per the specifications given in the tender to the total satisfaction of the Institute. In the case of an item for which specification are not available in the said specifications relevant CPWD / BIS specifications applicable as on the date of tenders shall be followed.

7. QUALITY CONTROL OF MATERIAL

If it shall appear to the authorized representative of the Institute, 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 authorized representative of the Institute 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 authorized representative of the Institute, in his demand as aforesaid then the contractor shall be liable to pay compensation at the rate of 1% on the contract agreement of work for everyday till rectify or remove, and re-execute the work or replace with other, materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

8. INSPECTION OF WORK

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of authorized representative of the Institute, or his subordinate in-charge of the work and the contractor shall at all times, during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer to visit the works shall have been given to the contractor, either himself be present to receive order and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

The work during its progress shall be inspected by the authorized representative of the Institute and the contractor shall extend all co-operations to the engineers inspecting the work.

9. AGENCY'S RISKS

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

Purchase cum Stores Officer NIPGR

GENERAL SITE RULES, PROCEDURES AND PRECAUTIONS

1. SITE WORKING RULES AND REGULATIONS

- a) The contractor shall furnish Institute the valid copy of Power of Attorney with 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.
- 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.

Purchase and Store Officer

Seal and Signature of Contractor

NIBGR

Instructions for Online Bid Submission

- 1. The tender documents are available on our website www.nipgr.ac.in & www.eprocure.gov.in and same can be downloaded.
- 2. Tender documents may be downloaded from ITPO's website www.nipgr.ac.in and CPPP site https://eprocure.gov.in/eprocure/app as per the schedule as given in the fender document.
- 3. Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the esubmission of the bids online through the Central Public Procurement Portal for eProcurement at https://eprocure.gov.in/eprocure/app. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parities liable to rejection.
- 5. The bidders are advised to visit CPPP website https://eprocure.gov.in/eprocure/app at least 3 days prior to closing date

of submission of tender for any corrigendum / addendum/ amendment.

6. Bids will be opened as per date/time as mentioned in the **Terider Document.** After online opening and evaluation of technical bids, the results of their qualification as well Price-Bid opening will be intimated.

Submission of Tender

The tender shall be submitted online in two parts, viz., Technical bid and Financial bid.

All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature and content of the documents before uploading.

The offers submitted by hand/Post/Fax/email shall not be considered. No correspondence will be entertained in this matter.

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online Bidder Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra/ Nic etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 1) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 2) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST Certificate etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232, 91-7878007972 and 91-7878007973.

SPECIAL INSTRUCTIONS TO BIDDERS FOR REGISTRATION WITH COMPETENT AUTHORITY

Bidders Registration

- 1) Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- 2) "Bidder" for the purpose of this tender (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 3) "Bidder from a country which shares a land border with India" for the purpose of this tender means:
- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 4) "The Beneficial owner" for the purpose of (3) above will be as under:
- 1) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation: -

- a)"Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b)"Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

Tenderers Signature and Seal

- 3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"An Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

*Please note that the bidders shall provide the mandatory Certificates in the following formats on their registered Company's letter heads:

Certificate for Tenders involving procurement

"I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/we certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority. I/we hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Certificate for Tenders for Works involving possibility of sub-contracting

"I/We have read the clause regarding restrictions of procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I/we Hereby certify that we fulfill all requirements in this regard and is/are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Tenderers Signature and Seal

(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 / not on holiday list during last three years by any Govt. Department/Govt. Autonomous Body / Institution, etc.
- (b) I/We do not have any dispute with any of the Govt. Department/Govt. Autonomous Bodies/Institutions, etc.;
- (c) I/We have never been certified as 'Unsatisfactory Performer' for the said services provided to the Govt. Department/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 '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 take action as deemed appropriate against me/us.

(Signature of Authorized Signatory with Company Seal)

Place:

Date:

W CER

ANNEXURE-II

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

Name:
Address:
Date:

Purchase and Store Officer

O D B G B

Annexure-III

CHECK-LIST FOR PRE-QUALIFICATION BID FOR NAME OF WORK: CAMC of High Precision AC installed for Metabolome Facility at NIPGR Campus, New Delhi.

SI. No.	Documents asked for	Page number at which document is placed
1.	Tender Documents	piwood
2.	Name of authorized person of the firm/agency, designation, address and office telephone numbers. If the bidder is a partnership firm/private or limited company, name designation, address and office telephone numbers of partners/ Directors also.	
3.	Undertaking on a Non-judicial Stamp Paper of Rs.100/- (as per format prescribed in Annexure-I)	
4.	Self-attested copy of the PAN card, issued by the Income Tax Department.	
5.	Self-attested copy of EPF, ESI & GST Registration.	
6.	Proof of experiences / Completion Certificates of last seven years ending 30 th September, 2021 as specified in the NIT along with satisfactory performance certificates and work order copy from the concerned employers.	
7.	Annual turnover of last three financial years during the last three years duly certified by the Statutory Auditors.	
8.	Any other documents, if required.	
9.	OEM/Authorization certificate from the manufacturer	
10.	Certificate for Tenders for works involving possibility of sub- contracting	3
11.	Any other documents, if required.	7



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

ANNEXURE-IV

Date:.....

BID SECURING DECLERATION IN FAVOUR OF NIPGR, NEW DELHI

I/we, the undersigned, declare that: I/we under	erstand that, according to your conditions, bids must
be supported by a Bid-Securing Declaration.	We accept that we will automatically be suspended

from being eligible for bidding in any contract with the NIPGR, New Delhi for the period of 2 years starting from the last date of receipt of this bid/tender, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified in the Tender Notice.

(b) having been notified of the acceptance of our Bid by the NIPGR, New Delhi during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with terms and conditions of the tender/bid.

I/we understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name and Signature of the Bidder:

Tender/Bid No.:

Registered Address of the Company:

Company seal

Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.

Self-Certification on the registered Company's letter head in respect of Class -I/ Class-II Supplier Certificate.

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, P-45021/2/2017-PP (BE-II) dated 28.05.2018, P-45021/2/2017-PP (BE-II) dated 29.05.2019 and P-45021/2/2017-PP (BE-II) dated 16.09.2020, we hereby certify that we M/s

Details of location at which local value addition will be made is as follows:
false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
Date: Signature of Authorized Signatory with Company Seal
Place:
Mobile No:
Office Telephone No:
Email ID: Office Seal:
NOBBB

Certificate for Tenders involving procurement

"I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/we certify that we/our principles are not from such a country or, if from such a country, have been registered with the Competent Authority. I/we hereby certify that we fulfill all the requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

(Signature of Authorized Signatory with Company Seal)

Note: The Certificate should be printed on the Company's letter head.

Sign Sign

Certificate for Tenders for Works involving possibility of sub-contracting

"I/We have read the clause regarding restrictions of procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that we/our principles are not from such a country or, if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I/we Hereby certify that we fulfill all requirements in this regard and is/are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

(Signature of Authorized Signatory with Company Seal)

Note: The Certificate should be printed on the Company's letter head.

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r, NIPGR, New Delhi stalled for Metabolome Facility at NIPGR Campus, New Delhi							Name of the Bidder/ Bidding Firm / Company :	Name of
Item Wise INR and Other Currency							33.0.15404174	
Item Wise INR and Other Currency Ig Authority: Consultant Engineer, NIPGR, New Delhi				New Delhi.	R Campus, N	cility at NIPG	No: NIPGR/Fina /5/19/2021-22	Contract
INR and Other							Work CAME of High Parising Property NIPGR, New Delhi	l'ender II
WANTER AREAST			су		INR		Item Wise	BoQ_Ver
Itom Wise Roo							Item Wise BoQ	