TENDER DOCUMENTS

SUB.:

AMC of air-cooled and air-conditioned Green Houses at NIPGR Campus, New

Delhi

CLIENT:

DIRECTOR NIPGR, NEW DELHI

TENDER DOCUMENTS

SUB.: AMC of air-cooled	d and air-conditioned	Green Houses at NIPGR Campus, New Delhi
Our		
Owner:	Director, NIPGR	Campus, New Delhi
Tender issued to :		
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Place for submission/		DOCHMENTS
Place opening of tende	ar doormont.	NIDOD O
	er document:	NIPGR Campus,
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		Purchase cum Stores Office
		NIPGR Campus
		New Delh
Date & time of submiss	sion of tender docu	ments: 03.01.2021 up to 1500 hrs.
Date & Time of Openin	g of Tenders: 04.01.	.2022 at 1500 hrs.
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		NIPGR Campus,
		New Delhi
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TENDER FORM

To

The Director NIPGR CAMPUS, New Delhi.

Dear Sir,

I/We have read and examined the following Tender Documents relating to the "SUB.: AMC of air-cooled and air-conditioned Green Houses at NIPGR Campus, New Delhi

- > Tender Form
- > Tender Notice
- General Conditions
- > Instruction to bidders
- General Information
- Special terms and conditions of contract
- Instructions for Online Bid Submission
- > Special Instructions to bidders for registration with Competent Authority
- Scope of work
- ➤ Annexure I, II, III, IV, V, VI & VII
- Schedule of quantity (not to be filled)
- > Financial Bid

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

(Seal & Signature of Contractor)

NATIONAL INSTITUTE OF PLANT GENOME RESEARCH

(Department of Biotechnology, Ministry of Science and Technology, Govt. of India)
Aruna Asaf Ali Marg, New Delhi-110067

Phone: 011-26735161, 26735138 Fax: 011-26741658

TENDER NOTICE

(Tender No.: NIPGR/Engg./7/42(AMC-GH)/2021-22)

Online Tenders (in two bid system) are invited on behalf of the Director, NIPGR, New Delhi from the eligible contractors who have experience in work related to CMC of Green Houses / Culture Rooms / Growth Rooms and repairing of associated equipment's in Government National Laboratories / Institutions / Universities and reputed Organization.

Name of work: AMC of air-cooled and air-conditioned Green Houses at NIPGR Campus, New Delhi

SI. No.	Estimated Cost (In `) 2.	Time for Completion		Date & Time of submission of tender documents 5.	Date & Time of Opening of Tenders 6.
1.	Rs. 7,22,600.00	01 year (365 days)	23.12.2021 11:00 HRS.	03.01.2021 1500 hrs.	04.01.2021 1500 Hrs.

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

The bids will be accepted in respect of eligible agencies having successfully completed one similar work costing not less than Rs. 5,78,080.00 or two similar works each costing not less than Rs. 3,61,300.00 or three similar works each costing not less than Rs. 2,89,040.00 during the last seven years as on November 30, 2021. Similar works means, work related to CMC of Green Houses / Culture Rooms / Growth Rooms and repairing of associated equipment's in Government National Laboratories / Institutions / Universities and reputed Organizations, engaged in the area of Research & Development. Intending tenderers must enclose documents such as Completion Certificates and Work / Supply orders / certified Balance Sheet / Income Tax Returns for last three financial years.

Annual turnover of Rs. 7,50,000.00 on each year for the last three financial years duly certified by the Statutory Auditors.

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.

Any tenderer found involved in illegal practices, nonpayment/less payment of minimum wages which has declared by Govt. of NCT of Delhi will lead to cancellation of the contact forthwith and taking up further action as deemed appropriate of 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, GSTIN License Issuing authorities and must submit self-attested copies of registration.

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 cum Stores Officer NIPGR Campus, New Delhi

GENERAL CONDITIONS

- 1. Online Tenders (in two bid system) are here by invited from eligible bidders for the AMC of air-cooled and air-conditioned Green Houses at NIPGR Campus, New Delhi. Tender documents can be downloaded from our website www.nipgr.ac.in free of cost. The tender document is obligatory on the part of the tenderers & bid in no other form will be accepted.
- 2. The time allowed for the completion of maintenance work is One Year to be reckoned from the 10th day after the date of written order to commence the maintenance work.
- 3. The Tenderer will submit his tender online in prescribed format after examining the tender documents, scope of work, specific conditions of contract, Instructions to bidders, General Information, Terms and Conditions of contract agreement, technical specification, Price Bid, special terms and conditions of contract, specific conditions of contract. bill of quantities, scope of maintenance work, Inventory Annexures etc.
- 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. 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.
- 7. NIPGR will not pay any expense, whatsoever incurred by tenderer for the preparation and submission of tenders.
- 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 maintenance work.
- 10. Initially the work may be awarded for one year which may be extended further with mutual consent.
- 11. The reasonable rates for all the items of schedule of quantity shall be quoted inclusive of GST.
- 12. Contractor's office establishment should be based in NCR/Delhi.
- 13. 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.
- 14. Payment shall be made on monthly basis after submission of bill with all supporting documents and deduction of the Income tax, statutory deductions as per Government rules. In case of non-compliance the payment will be withheld.
- 15. 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.
- **16.** The necessary details of the staff members shall be given in advance so as to know and allow the individual to attend complaint.
- 17. No labour below the age of 18 years shall be employed on work.
- 18. The engaged staff shall be qualified and fully conversant with the maintenance of Green Houses etc. The contractor shall submit the proof of qualification, experience etc., of the staff deployed within 10 days after taking over the site as per detail given below. The documents can be checked with original during submission of documents:
 - a) Mechanic/Electrician (Skilled) : Should have ITI/diploma holder and having minimum 3 year experience in relevant field

b)Helper) : 10th passed.

- 19. The Contractor shall deploy his personnel only after obtaining the Institute approval duly submitting curriculum vitae (CV)/Bio-Data of these personnel, the Institute shall be informed at least one week in advance and contractor shall be required to obtain the Institute's approval for all such changes along with their CV's.
- 20. The list of workers to be deployed shall be made available to the Institute and if any change is required on part of the Contractor or Institute, fresh list of staff along with relevant documents shall be made available by the contractor for each and every change, after seeking prior approval of the Competent Authority of the Institute.

- 21. Every worker appointed by the Contractor shall wear the prescribed uniform according to season i.e. summer uniform in summer and winter uniform in winter season and badge bearing agency's name, while on duty. The said uniform and badge shall be provided by the contractor at his own cost. The workers must maintain proper discipline in the Institute.
- 22. All the personnel and their bag and baggage connected with the contract shall be liable to physical check both at the time of entry in to the campus and during the exit at the Security Gate. The Contractor's personnel shall not stay beyond the specified working hours unless they are required to do so. They shall strictly comply with all security regulations of the Institute.
- 23. Any breakages/damages caused by the Contractor's personnel to any Institute property shall be borne by the contractor at replacement cost.
- 24. The employees of the contractor deployed on the above job shall have no right to claim for absorption in the services of NIPGR, and/or no claim for continuation/completion of the above contract tenure.
- 25. Payment shall be made on monthly basis on receipt of bill by 10th of each month by the contractor. No advance payment in any case would be made. The monthly payment will be subject to satisfactory services being rendered. In this regard, a certificate of satisfactory completion of above work has to be given and certified by the authorized official of NIPGR on the monthly payment bill.
- 26. The contractor will have to deposit the proof of depositing employer's/employee's contribution towards PF/ESI etc., of each employee deployed in the Institute, on monthly basis. On deployment of worker(s), within two months, the contractor will provide Universal Account Number (UAN) for Provident Fund remittances along with other relevant details to the workers concerned and to the Institute for verification. Non-compliance of the foregoing requirements may lead to withholding of monthly payment of contractor besides other punitive measures as deemed fit to the Institute.
- **27.** The contractor shall disburse the wages/salary to its staff deployed in the Institute every month through Bank Transfer/cheque on or before 7th day of every month.
- 28. Any damage caused to any equipment/or items available in the office premises due to negligence of the contractor's work force shall be entirely on contractor account. The amount so involved on this account shall be deducted from the payment due to contractor.
- 29. If the performance of the contractor is not up to the mark, then NIPGR may take the following actions. A) To engage another contractor B) To terminate his contract.
- **30.** The contractor shall not sublet or transfer any part of the contract thereof without the written permission of the Director, NIPGR, New Delhi.
- **31.** No one connected with or in the employment of NIPGR shall be admitted by the contractor as a partner or shall have any interest in his contract.
- 32. The contractor must be registered with Labour Commissioner and have a service base in Govt. of NCT / New Delhi with enough manpower.
- 33. Tenders, not fulfilling any or all of the conditions or incomplete in any aspect, are liable for rejection.
- 34. Tender must be unconditional.
- **35.** GST or any other taxes on materials in respect of this contract shall be payable by the contractor and NIPGR will not entertain any claim whatsoever in this respect.
- **36.** This notice of tender shall form part of the Contract Document.
- 37. If the agency / firm quotes charges which are not considered to cater the administrative and other charges and Contractor's profit, appropriately, the bid shall be treated as unresponsive and will not be considered.
- 38. The validity of the tender(s) shall be up to 1 year from the date of award of work.
- **39.** The use of whitener/eraser in this tender is prohibited. If any correction becomes necessary, the same should be done by SCORING OFF originally written rates/figures etc. and then rewriting should be done under initials of person filling the tender.
- **40.** As per law of land, statutory deductions like Income Tax / GSTDS and other mandatory/statutory deductions etc. shall be made from the contractor's bill as applicable.
- 41. Any difference or dispute arising out of the contract shall be decided by Director, National Institute of Plant Genome Research, New Delhi or any person authorized by him and the decision shall be final and binding on the contractor. All legal disputes are subject to the jurisdiction of Delhi Courts only.

- **42.** No staff shall leave his duty unless relive by his reliever. The institute reserves the right to detain or relieve the staff for duty in the next shift if the reliever fails to turn up. In no case any worker deployed should work more than 26 days in a month.
- **43.** If any worker is found to be not suitable for the position, the contractor has to remove the person from the site immediately and substitute posted. The decision of Institute in this regard shall be final and binding on the contractor.
- **44.** In case of leave of any staff, a substitute has to be arranged by the contractor who has got the required qualification and adequate experience. The staff will attend the duty on all working days(7days).
- **45.** The agency shall provide police verification document and character certificate of the entire employee along with other documents of qualification, experience etc.
- **46.** 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.
- **47.** To assist in the analysis, evaluation and computation of the bids, the Authority may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
- **48.** After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate. In case two or more agencies are found to have quoted the same rates, then NIPGR shall decide about the agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.
- **49.** There should be no case pending with the police against the Proprietor / Firm / Partner or the Company (Agency).
- **50.** The institute has the liberty to increase/decrease the staff (If required). The rates for payments/reduction shall be derived from the rates quoted by the agency in Financial Bid.
- 51. Attendance register of the staff shall be maintained by the agency and the same shall be submitted daily basis or as desired by the Institute. The manpower deployed by agency should invariably mark their attendance in the attendance system provided by the institute. The institute reserves the right of surprise verification of attendance of manpower deployed, by the committee authorized to do so on any day. The payment will be released on the basis of attendance marked in attendance system of the institute.
- **52.** The contractor shall be responsible for good behavior and character of the staff engaged by him.
- **53.** Institute shall in no way be involved in any dispute of whatever kind between the contractor and the staff engaged by him.
- **54.** 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.
- 55. The Institute will not be responsible, if any accident/casualty occurs or whatsoever due to negligence of worker employed & no compensation shall be paid by the Institute.
- **56.** The contractor shall provide sufficient safeguard to avoid any accident.
- **57.** All workers deployed by the agency should have a life insurance policy during the contact period.
- **58.** Any damage to the building equipment caused during the execution of work, shall be the responsibility of the contractor to restore the same in its original position and nothing extra shall be paid on this account.
- **59.** 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
- 60. If any agency quotes rates below minimum wages, his tender shall be rejected.

- **61.** The wages of deployed staff shall be payable as per minimum wages fixed by Govt. of National Territory Delhi. The statutory increase or decrease in wages from time to time by Govt. of NCT shall be reimbursed on production of having paid the said increase.
- 62. The agency shall submit the analysis for the rates quoted in Financial Bid.

63. In case of non-availability of staff, penalty as given below will be made.

a) Mechanic/Electrician (Skilled) : Rs. 1000/- per day
b) Helper : Rs. 800/- per day

c) Any staff without uniform : Rs. 200/- per day

- 64. This penalty is over and above of deduction of wages on account of absence.
- **65.** NIPGR will not pay any expense, whatsoever incurred by tenderer for the preparation and submission of tenders.
- **66.** The successful tenderer shall have to sign the contract agreement within 15 days of the allocation of work.
- **67.** The agency shall provide valid ID cards to the staff which must be produced during the time of inspection / check by the E.I.C.
- 68. The Contractor shall ensure compliance of all statutory Laws and bye laws of the Central Govt. / State Govt. / Municipal authorities related to the employment of their staff and all such obligation under wage act., workmen compensation act., ESI act., provident fund and Miscellaneous provision Act., Bonus Act. and contract Labour Act. 1970 and amendments time to time etc. NIPGR will not be responsible for such lapses in any way.

69. Payment of bills:

- a) Bills will be submitted by the Contractor on 10th (if 10th is holiday then next working day) of every calendar month & after satisfactory service and submission of pre-receipted bill along with documents in support of payment of wages to workers through RTGS / NEFT only. Proof of remittance of Salary to Employees / PF / ESI / GST/ any other documents as prescribed by the Institute to respective agencies are also required to be submitted with monthly bill.
- b) Wages: Wages shall have the same meaning as defined in payment of Wages Act. The contractor shall pay his workers not below the rates under Minimum wages act declared by Govt. of NCT and to comply with various Labour Acts such as PF, ESI, Bonus, and Maternity, Contract (R&A) SAVY 1970, contract Labour (R&A) Central Rules 1971 and any other acts applicable as amended from time to time at his own expenses.

c) TDS on payments will be made as per rules in this regard.

- d) The payments to all workers deployed should be made in full by 7th of every calendar month
- e) GST shall be paid @ 5% as per GOI notification Nos. 45/2017 & 47/2017 dated 14/11/2017. The exemption certificate shall be provided at the time of issue of Work Order [Only for supply of spare parts].
- **70.** Registration of Labour license certificate of the firm should be under GOVT of NCT New Delhi and document of the same must be submitted along with the tender.
- **71.** 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) optract Labour R.8

- 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) Annual Financial Turnover.
- viii) Registration of firm with Labour Licencing Authority.
- 72. The Contractor shall arrange uniform and shoes for all the workers.

- 73. The department reserves the right to terminate the contract by giving one month notice in writing during the period of the contract without any financial repercussions on either side.
- 74. If the services provided by the agency under this maintenance services contract are not to the full satisfaction of NIPGR, the maintenance contract may be terminated by NIPGR and the charges shall be payable only up to the period, till which the agency has rendered satisfactory services. The decision of NIPGR in this regard shall be final and binding on the agency.
- 75. In case of non-compliance with the contract, NIPGR reserves the right to cancel//revoke the contract and impose suitable penalty in proportion to the damages.
- 76. The maximum response time for repairing the system shall not be more than 24 48 hours and penalty for failure of the agency to repair the system will be `1000.00 per green house per day.
- 77. The service engineers provided by agency shall not be changed frequently. Any change shall be with the consent of Institute
- 78. Besides quoting rates for maintenance services, the service provider should quote rates for the spares and accessories of the existing /installed makes or brands which may be required for replacement during the tenure of the Contract and the lowest bidder shall be finalized on the basis of overall rates of maintenance service & spares / accessories. The rates quoted shall remain valid during the tenure of the AMC contract. The indicative list of items/material required for maintaining the systems is at Annexure - IV, GST shall be paid @ 5% as per GOI notification Nos. 45/2017 & 47/2017 dated 14/11/2017. The exemption certificate shall be provided at the time of issue of Work Order.

Purchase cum Stores Officer Seal & Signature of Agency NIPGR, New Delhi

INSTRUCTIONS TO BIDDERS

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1. GENERAL INSTRUCTIONS:

The maintenance works referred here-in shall cover the entire scope of the proposal. 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 maintenance works to be followed.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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 similar nature work in 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) Copy of GSTIN
- vi) An undertaking on a Non-Judicial Stamp Paper worth `100/- duly notarized (Annexure I), and duly filled in Annexure II & III in all respects, may also be furnished with the technical bid
- vii) Registration of firm with Labour Department of Delhi NCT.

10. 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 maintenance worked out and the requisite total given. The total amount shall be written both in figures and in words.

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11. TENDER LIABLE TO REJECTION:

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

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

- v) Telegraphic tenders.
- vi) Not submitted the physical inspection of site certificate Annexure 'A'.

12. CORRESPONDENCE:

Tenderers must mention their postal address and telephone number(s) of the Chief Executive/authorized agent or attorney in the tender.

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13.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.

14.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.

15. 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, New Delhi

Seal & Signature of Agency

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 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 Director, NIPGR or authorized person by Director, extension of time **NIPGR** 5 Tools & plants To be arranged by contractor 6 Authority competent to Director, NIPGR reduce the compensation amount 7 Release Performance The performance security shall be refunded to the contractor on completion of the maintenance work and Security recording of completion certificate by Institute

Purchase cum Stores Officer NIPGR, New Delhi

of Bills

8 Periodicity of submission

Seal & Signature of Agency

Monthly before 10th of each month.

SPECIAL TERMS AND CONDITIONS OF CONTRACT

- 1. **SPECIFICATIONS:** 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 maintenance of work.
- 2. WORK AND WORKMANSHIP: To determine the acceptable standard or workmanship, the NIPGR may order the contractor to execute certain portions of maintenance works and services and the like under the close supervision of Purchase cum Stores Officer. On approval, these items shall be labeled as guiding samples and maintenance 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 G.S.T., Customs fees, octroi, royalty etc. or any other taxes However if any fresh taxes are imposed by State/Central/Statuary bodies during the currency of contract, the same shall be borne by NIPGR.
- 4. FORCE MAJEURE: The right of the contractor to proceed with the maintenance work shall not be terminated because of any delay in the execution of the maintenance 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. JURISDICTION:** Not with standing any other courts having jurisdiction to decide the questions forming subject matter of a suit any and all actions and proceedings arising out of or relative to this contract (including any arbitration in terms thereof) shall lie only in the court of competent Civil jurisdiction in this behalf at New Delhi., where this contract is to be signed on behalf of Director NIPGR and only the said court shall have jurisdiction to try any such actions and/or proceedings to the exclusion of all other courts.
- **6. SCOPE OF MAINTENANCE WORK:** The scope of maintenance work is as per enclosed schedule of quantity and terms & conditions.
- 7. CONTRACTOR'S RESPONSIBILITY FOR THE MANNER OF EXECUTION OF MAINTENANCE WORKS: The contractor shall be solely responsible for the manner and the method of executing the maintenance work. The maintenance work of Green Houses shall be subject to the approval of NIPGR from time to time for purposes of determination of the question whether the maintenance work is executed by the contractor in accordance with the contract.
- **8.** The maintenance works shall be inspected by Purchase cum Stores Officer of NIPGR. The contractor shall extend full co-operation and render all necessary facilities for inspection of the maintenance work to the inspecting authority without any additional cost to NIPGR. It must be noted that any observations/ comments/ recommendations of the said Technical personals shall be binding on the contractor.
- **9.** 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.
- 10. Whenever representative of the contractor is called upon by NIPGR, he will make himself available or any of its employee for evidence before the enquiry officer appointed by the NIPGR or competent court in connection with the disciplinary proceedings against any of the employees, if the act of misconduct had happened in his/their presence.
- 11..The contractor will arrange all tools, equipment, etc., required for the execution of the work for Green Houses in NIPGR at its own cost.

Purchase cum Stores Officer NIPGR, New Delhi

Seal & Signature of Agency

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 tender 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 **Tender 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

- 1) 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.
- 3) 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.
- 3) 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.
- 3) 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

SCOPE OF WORK

List of consumable material / spares to be included in the tendering amount:

- 1. Duster, old dhotis, soap detergents etc.,
- 2. Grease and Lubricating oil (Mobil oil)
- 3. Pumps Gland dori, Gland packing, Fuses, Indication Lamps etc.,
- 4. Log Book, Attendance Register, History Book

Description of the Work:

- 1. The agency is required to maintain system and peripherals as given in the Schedule of quantities and in accordance with the provisions laid down in the tender document, on yearly charges as given in the contract. The maintenance contract / services will consist of:
 - a) The maintenance contract is non-comprehensive and will include cost of services on account of attending to complaints raised by various departments/individuals of NIPGR on daily basis.
 - b) All consumables like cloth, solvents, ladder, pump and other accessories required during servicing or emergency shall be arranged by the agency and nothing extra shall be paid on account of the same.
 - c) Onsite preventive and corrective maintenance of Green Houses at NIPGR, New Delhi.
 - d) The maintenance contract will include necessary repairs of the installed systems (Electrical & Air-conditioning) and infrastructure of green houses like doors, windows and plumbing fittings along with other accessories.
 - e) The payment on replacement of defective/damaged parts, if required, shall be made separately. The agency shall provide a minimum warranty of 6 (six) months on the repaired items while as the warranty on items to be replaced shall carry a minimum warranty of 1 (one) year. Warranty details/documents of the new replaced parts must be provided to the Institute. The dismantle items / equipment / machines should be deposited in Engineering Division of NIPGR.
 - f) The equipment/defective part of any equipment required to be carried out for repairs should be taken out only after issue of suitable Gate pass from the Authorized Official of the Institute
- 2. The service provider shall provide One (1) each of Mechanic/Electrician and a Helper for maintenance/ service and the maintenance services will be provided on all seven days of the week from 0900 hrs. to 1730 hrs. (Monday to Sunday). The person must be an ITI/diploma holder having the minimum experience of 03 years in the respective field. Provision of availability of service engineers on Sundays or other holidays should be made in case of exigency.
- 3. The agency shall be required to maintain the Log book and history sheet of the equipment's handed over for maintenance.
- 4. The agency shall be required to provide servicing of the equipments on bimonthly basis as per the schedule in consultation with NIPGR Engineering Department.
- 5. The maintenance service agency shall further provide maintenance services through qualified experienced and competent mechanic/Electrician for maintaining Green Houses as and when required.

Schedule of preventive Maintenance by the operational staff.

DAILY CHECKS

- 1. Cleaning of Equipments and recording of data of Temperature, humidity and lights.
- 2. To record & report undue noise in equipment / vibrations / leakages in pumps & valves.
- 3. Schedule of checks as recommended by the manufacturer
- 4. Checking of all water outlets and inlets
- 5. Checking of Temperature controllers, humidity controllers etc.
- 6. Checking all power points, exhaust fans, lights and MCBs.

MONTHLY CHECKS

- 1. Cleaning of Air-filter with water pressure
- 2. Checking belt tension & alignment of belt drive
- 3. Checking of difference in pressure and temperature between inlet and outlet of Split AC's and Checking of protection devices installed including AC's, controllers, lighting, adjustment of controlling dampers, fresh air etc.
- 4. Checking and cleaning of cooling pads, fans etc.
- 5. Checking of water lines.
- 6. Checking of power supply units, stabilizers, MCBs and lights.
- 7. Any other check as per directions of the In-Charge.

(Signature of Authorized Signatory with Company 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 backlisted/ not on holding 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:

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

(Signature of Bidder with Seal)

Name:

Address:

Date:

Purchase cum Stores Officer

9

CHECK-LIST FOR PRE-QUALIFICATION BID FOR "AMC of air-cooled and air-conditioned Green Houses at NIPGR Campus, New Delhi".

Sl. No.	Documents asked for	Page number at which
1.	Tender Cost	document is placed
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/Discrete telephone numbers and office telephone numbers of partners/Discrete telephone numbers and office telephone numbers of partners/Discrete telephone numbers and office telephone numbers are numbers are numbers are numbers are numbers are numbers are numbers and numbers are numbers.	
	telephone numbers of partners/ Directors also.	
3.	Undertaking on a Non-judicial Stamp Paper of `100/- (as per format prescribed in Annexure-I).	
		America
4.	Self-attested copy of the PAN card issued by the Income Tax Department.	and sir-condition
5.	Self attested copy of GSTIN.	
6.	Proof of experiences of last seven years ending November 2021 as specified in the NIT along with satisfactory performance certificates from the concerned employers.	Page po
7.	Annual turnover of last three financial years duly certified by the Statutory Auditors.	
8.	Bid Security Declaration on letter head of company / firm as per Annexure-IV	
9.	Certificate for Tender's involving procurement on letter head of company/firm as per Annexure – V	
0.	Certificate for Tenders for Works involving possibility of sub- contracting on letter head of the company/firm as per Annexure-VI	
1.	Self-Certification on the registered Company's letter head in respect of Class -I/Class-II Supplier Certificate as per Annexure-VII	
	Documents in support of company/firm/agency's office establishment s based in NCR / Delhi.	
3.	Any other documents, if required.	

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

BID SECURING DECLERATION IN FAVOUR OF NIPGR, NEW DELHI

Tender/Bid No.: NIPGR/Engg./7/42(AMC-GH)/2021-22 Date: 13.12.2021

I/we, the undersigned, declare that: I/we understand 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:

Registered Address of the Company:

cold - 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.

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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.

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.

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

In line with Government Pu P-45021/2/2017-PP (BE-II) of P-45021/2/2017-PP (BE-II) M/s	lated 28.05.2018, P-45021/2 I) dated 16.09.2020,	2/2017-PP (BE-II) o we hereby	dated 29.05.2019 and certify that we
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Details of location at v	vhich local value addit	ion will be ma	de is as follows:
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understand, false declarations of the General Financial Rule years as per Rule 151 (iii) of be permissible under law.	es for which a bidder or its s	ode of Integrity und	der Rule 175(1)(i)(h)
Date:	Signature of Authorized S	Signatory with Co	mpany Seal
Place:			
Mobile No:			
Office Telephone No:			
Email ID: Office Seal:			

Name of work : AMC of air-coole	ed and air-cond	itioned Green H	louses at NIPGR C	ampus, New Del	hi.
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Manpower as per details below (please	e refer				
Wages for complete month	No. of persons				
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b. Unskilled (Helper) - 10 pass	1	Each			
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Purchase cum Stores Officer	Quoted Rate in Words	Total in figures	32 amp AC power outlet	15 watt LED lamp	50/60 watt LED lamp	Tube Light Holder	Starter	36/28 watt electronic chock	36/28 watt tube rod	6/10/16/20 amp. SPMCB	32/40 amp. SPMCB	40/63 amp. TPNMCB	MCB 100 amp FP	Rewinding of Exhaust fan, 12"/18"	40 amp DPMCB	2	Item Description	L DATE OF THE STATE OF THE STAT
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Soal & Cignot									LORE LILER	7 + 7						8	TOTAL AMOUNT Without Taxes in Rs. P	NCMBEX #
Coal & Girmatius of Coatractor									1	ワナ						٥	TOTAL AMOUNT With Taxes in Rs. P (Col. 3 x 7)	NOMBETX #

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