

(Tender Enquiry)
STANDARD BIDDING DOCUMENTS FOR LOW VALUE PURCHASE

अभियान्त्रिकी अनुभाग इकाई.प्रथम
भारतीय पशु चिकित्सा अनुसन्धान संस्थान
इज्जतनगर . २४३१२२ बरेली भारत



ENGINEERING SECTION (U-I)
INDIAN VETERINARY RESEARCH INSTITUTE
IZATNAGAR-243 122, BAREILLY, INDIA

No. F. 2(C)-2/2016-17-Engg. (U-I)
To,

Dated: 14.07.17

Dear Sirs,

We have a requirement of the goods/ services as indicated below tender for which will be opened at **15 hrs on 04.08.17** (date) and you are invited to submit your most competitive quotation for the same. All the relevant details are given below:-

i) Description of the goods required and the required quantity.

As enclosed in Annexure-1

ii) Guiding specification and other technical details:

As enclosed in Annexure-2

iii) **Terms of delivery:**

Delivery at site, **Providing & laying U.G. Cables (Generator supply from Dutta House to Museum (only for lights & fans points) at I.V.R.I., Izatnagar.**

iv) **Delivery period for goods: As per Terms & Conditions.**

Within ...X... months from the date of the purchaser's signing the contract

v) Election / installation and commissioning (if required, depending on the goods ordered) are to be completed within ...X... days of delivery of the goods at site.

vi) Terms of inspection by the purchaser's representative: **Material to be used at site must be got approved the Engineer-in-Charge before use.**

As per enclosed Annexure

vii) Training of purchaser's operator (s) for operating the goods ordered, as and if necessary...X... operator (s) is / are to be trained for a period of ...X... weeks at purchaser's premises / supplier's premises for successfully operating the goods purchased. The training shall be completed by...X...

viii) **Price structure:**

a. The tender shall quote for the complete requirement of goods & services and for the full quantity as shown against a serial number in the List of requirement in Annexure-1. Unless otherwise specified in Annexure-1, the tenderer's are, however free not to quote against all the serial numbers mentioned in the list of requirements (in case there are more than one serial number in the list of requirements).

b. The rates and prices quoted shall be in Indian Rupees only.

c. All duties taxes and levies payable by the supplier under the contract shall be included in the quoted price. The purchaser will not any such duties, taxes and levies separately.

d. The rates and prices quoted by the supplier shall remain firms and fixed during the currency of the contract and shall not be subject to variation on any account, whatsoever, including statutory variations, if any.

ix) **Receipt of goods & Terms of payment:**

a. Payment terms for supply of goods, including erection, installation and commissioning (as and if applicable)-

Immediately on receiving goods at site, the purchaser will verify the quantities of the terms supplied as specified in the delivery challan of the supplier and also check for any superficial damage etc. in the goods so supplied and issue a provisional receipt accordingly. If the goods supplied do not require erection / installation and commissioning at site, the purchaser, within three working days of issue of the provisional receipt will issue acceptance certificate (of the goods) to the supplier, provided the goods supplied are acceptable in terms of the contract. However, if the goods supplied also need / erection / installation and commissioning, the purchaser will issue acceptance certificate within two working days, after successful erection / installation and commissioning. The supplier will then send its invoice along with the purchaser's acceptance certificate and other accompanying documents to the paying authority for payment.

The paying authority will release the full payment to the supplier as due in terms of the contract, within seven working days of receipt of supplier's invoice purchaser's receipt certificate and other accompanying documents, provided the same are in order.

- b. Payment for training of purchaser's operator (s), if applicable.
After release of payment to the supplier as per sub-para (a) above and after successful completion of training of the operator (s) in terms of the contract, the purchaser will immediately issue a certificate to this effect to the supplier. The supplier will thereafter send its invoice for training charges along with the above certificate to the paying authority. The paying authority will release the paying to the supplier in terms of the contract within seven working days of receipt of supplier's invoiced provided the invoice and the accompanying documents are in order.

x) **Paying Authority:**

DIRECTOR, IVRI, IZATNAGAR

xi) **Liquidated Damage Clause:**

If any time during the performance of the contract, the supplier encounters conditions hindering timely delivery of the goods, the supplier shall promptly inform the purchaser in writing the fact of the delay and the likely duration of the same. After receipt of supplier communication, the purchaser shall decide as to whether to cancel the contract for the un-supplied portion after the existing delivery period or to extend the delivery period suitable by issuing an amendment to the contract. If the supplier fails to deliver the goods and / or perform the services within the contractual delivery period for reasons other than circumstances beyond supplier's control (which will be determined by the purchaser) and the purchaser extends the delivery period, the purchaser will also deduct from the contract price as liquidated damages. A sum equivalent to 0.5% (half per cent) of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance. The maximum limit of such deduction will, however, be 10% (ten per cent) of the contract price of the delayed goods or services.

Further, during such delayed period of supply and / or performance, the supplier shall not be entitled to any increase in price and cost, what so ever, on any ground. However the purchaser shall be entitled to the benefit of any decrease in price and cost on any ground, whatsoever of the goods & services supplied during the period of delay.

The purchaser's letter (to the supplier's with copies endorsed to others concerned) extending the delivery period will be subject to the above conditions.

xii) **Warranty Guarantee Clause:**

xiii) **Dispute Resolution Mechanism**

If any dispute or difference arises between the purchaser and the supplier relating to any matter connected with the contract, the parties shall make every effort to resolve the same amicably by mutual discussions. However, if the parties fail to resolve the dispute or difference by such mutual discussion within 30 days either the purchaser or the supplier may give notice to the other party of its intention to refer the same to arbitration. The arbitration shall commence thereafter. The arbitration shall be conducted by a sole arbitrator, who will be appointed by the Secretary, ICAR and the procedure to be followed in this respect will be as per the Indian Arbitration and Conciliation Act, 1996. The venue, of the arbitration shall be the place from where the contract is issued.

- 2) You are also required to full fill the following conditions and furnish the details as indicated in subsequent paragraphs.

- i. **At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to 25% the quality of goods & services as specified in the list of requirements, without any change in the unit price or other terms & conditions.**

- ii. Please furnish a certified copy of your latest ITCC (Income Tax Clearance Certificate/PAN).
 - iii. Please indicate if you are currently registered with any Govt. organization and if registered, furnish all relevant details.
 - iv. Please state whether business dealing with you presently stand banned by any Government organization and if so, furnish relevant details.
 - v. A supplier shall not submit more than one quotation for the same set of goods.
 - vi. The supplier shall at all times indemnify the purchaser, at no cost to the purchaser, against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the goods or any part thereof, with respect to the goods quoted by the supplier in its offer.
 - vii. The quotation (s) as well as the contract shall be written in English Language. All correspondence and other documents pertaining to the quotation (s) and the contract, which the parties exchange, shall also be written in English.
The quotation (s) and all correspondence and documents relating to the quotation exchanged between the bidder and the purchaser may also be written in Hindi Language provided that the same is accompanied by an English translator. In which case, for the purpose of interpretation of the quotation, the English translation shall govern.
 - viii. The contract shall be governed by the laws of India and interpreted in accordance with such laws.
 - ix. The quotation / offer shall remain valid for acceptance for a period not less the ...90... days after the specified date of opening of the offers.
- 3) The quotation shall be sealed in an envelope. The envelope shall be addressed to the purchaser and its should also bear the tender enquiry no. and the words “DO NOT OPEN BEFORE” 15 Hours on 04.08.17 the time and date of opening of the tenders. This envelope should then be put inside another envelope, which will be also duly sealed. The outer envelope will bear the full address of the purchaser. The supplier must ensure that its tender (i.e. quotation), duly sealed as above, reaches the purchaser at least one hour before the time and date of opening of tenders. The supplier may, at its choice sender the tender by regd. Post or by speed post. Alternatively, the supplier may also hand deliver the tender to the purchaser in which case the purchaser shall give the supplier a receipt, indicating the time & date of receipt of the tender.
- 4) The tenders which are received late by the purchaser will be ignored. Further, the purchaser does not accept any liability and responsibility for the tenders in case the same are not properly sealed & marked and / or sent as above.
- 5) The tenders which are received on time (as per para 3 above), will be opened at purchaser’s office at 15 hours on 04.08.17 (date). The purchaser will open the tenders in the presence f the tenders duly authorized representatives, who choose to attend the tender opening.
- 6) The purchaser will evaluate and compare the quotation which are substantially responsive i.e. which are properly prepared & signed and meet, the required terms & conditions, specification etc. The purchaser will award the contract to the supplier whose quotation will be determined to be responsive and offering the best evaluated price.
- 7) Notwithstanding the above, the purchaser reserves the right to accept or reject any quotation or annual the tendering process and reject all quotation at any time prior to award of the contract, without assigning any reason, whatsoever and without incurring any liability or obligation, whatsoever, to the affected tenderer or tenderers.
- 8) Please submit your quotation accordingly. You shall sign all the pages of your quotation. Your price quotation may be furnished in the format enclosed as Annexure-3.

You are also required to return this original tender enquiry (all the pages), as it is, duly signed by you on every page, for our record. You may retain a photocopy of this tender enquiry for your record.

Encl: Annexure 1, 2 & 3

Name	<u>Rajeev Kumar</u>
Address Head	<u>Officer-In-Charge</u> <u>Engineering Section</u> <u>IVRI, Izatnagar.</u>
Telephone No.	<u>0581 2300726</u>
FAX No.	<u>0581 2303284</u>

LIST OF REQUIREMENTS

Sl. No.	Description of goods and allied services	Accounting Unit	Quantity
1.	<p>Name of work:- Providing & laying U.G. Cables (Generator supply from Dutta House to Museum (only for lights & fans points) at I.V.R.I., Izatnagar.</p> <p>(Schedule of work enclosed herewith)</p>		

Special instructions (if any)

1. Kindly submit your TIN No. & PAN No.
2. The payment will be made on bill basis after satisfactory work.
3. It is mandatory to deposit Rs. 1,096/- as earnest money along with the quotation in form of A/C payee Demand Draft / F.D.R. / Bankers Cheque in favour of the Director IVRI, Izatnagar form any Commercial Bank which should be valid for minimum period of 90 days. Quotation without EMD as indicated above will not be entertained.
4. The contractor who is accepted to award the work will have to deposit 10% of quoted amount in advance as a performance security.
5. You shall sign all the papers of your quotation. Your price quotation may be furnished in the format enclosed (Annexure-III) only.
6. VAT @ 4 % will be deducted from the billing amount by the Institute as per Govt. revised orders.
7. The rates quoted by the firm should be valid for 90 days from the date of the opening.

**SPECIFICATIONS & OTHER TECHNICAL DETAILS OF THE ITEMS
AND SERVICES (SHOWN IN ANNEXURE -1)**

Terms & conditions

1. The work shall be executed as per CPWD specification as amended up to date.
2. The material must be got approved before use.
3. The work must be executed to the entire satisfaction of Engineer –in-charge.
4. The rate must be quoted inclusive of all input manpower materials required for completion of work.
5. Time allowed for completion of work will be one month after issue of work order.
6. Income tax and Trade tax shall be deducted as per rule endorsed.
7. All the connections DB's and SDB's shall made with proper lugs and nothing shall be paid extra on the account.
8. Contractor must have the valid electrical license.
9. Contractor will have to stand guarantee for a period of three (3) month from the date of completion of work.
10. The contractor must be registered with CPWD/PWD/MES/Railway/BSNL suitable category for electrical work.
11. Old scrap material, if any, will be the property of the Institute.

FORMAT OF PRICE QUOTATION

Sl. No.	Description of goods & allied services	Specifications	Accounting Unit	Qty.	Quoted Unit price in Rs.		Total amount in Rs.
					In figures	In words	
1.	Name of work:- Providing & laying U.G. Cables (Generator supply from Dutta House to Museum (only for lights & fans points) at I.V.R.I., Izatnagar. (Schedule of work enclosed herewith)						
Add CST / UPTT ----- %							

Grand Total Cost: (in figures) Rs. -----
(in words) Rs. -----

We agree to supply the above goods & allied services. We confirm that the same will meet the description, specification and other technical details as required in the tender enquiry.

We confirm that we agree to all other terms & conditions of your tender enquiry including the terms of delivery, period of delivery and warranty provision.

(In case a tenderers desires to put some additional / modified stipulation, terms & conditions etc the same may be clearly indicated).

We confirm that our offer will remain valid for acceptance for ----- days after the date of opening of tenders.

(Signature, name and designation of the authorized executive of the tendering firm)

For and on behalf of -----
(Name and address of the tendering firm with seal)

Date:
Place:

CONDITION OF CONTRACT (ELECTRICAL)

- 1- Security deposit @ 10 % of gross amount will be deposited before awarding the work order.
- 2- Time of completion of the work shall be strictly followed by the contractor.
- 3- If contractor desires an extension of time for completion of work on the grounds of his having been unavoidable hindered in its execution or any other ground, he shall apply in writing to Officer-in-charge within 30 days of date of hindrance on account of which he desires such extension as aforesaid and Engineer-in-Charge shall if in his opinion (which shall be final) reasonable grounds be shown thereof such extension of time, if any, as may in his opinion be necessary or proper.
- 4- Contractor shall give notice to Officer-in-Charge regarding completion of work 10 days in advance so that officer-in-Charge shall visit the site and point out deficiencies if any and convey to contractor for rectification etc.
- 5- Officer-in-Charge shall have full power to remove such materials brought by contractor at site, which are not as per specification at the risk and cost of contractor.
- 6- R/A bills shall be paid @ 75 % of full value of item for all the items in the schedule of quantities which shall be adjusted in the final bill.
- 7- Work shall be executed in accordance with specification, orders and drawing etc.
- 8- Officer-in-Charge shall have the full power to alter any item or items which in his opinion are not necessary to be executed as per schedule of quantities. Rates for new item shall derived as per D.S.R.
- 9- No compensation shall be paid for any addition or curtailment of work.
- 10- Advance notice shall be given by contractor to officer-in-Charge before any work which is hidden work is covered up.
- 11- Security amount deducted in R/A bills / deposited shall be refunded after three months / six month / one year period (Whatever the case may be depending upon the amount of work) of satisfactory work. If any defect is found within this period this will be got rectified by the agency otherwise it will be got rectified at the risk and cost of contractor.
- 12- Contractor shall provide at his own cost shall the material, tools and plants, appliances, ladders, scaffolding for work whether original, altered or substituted and whether included in the specifications or other document found party of contract. Contractor shall also supply such materials which are required for taking measurement or examination at any time and from time to time for work. Failing of which these shall be provided at the expense of contractor.
- 13- If any complaint regarding non payment is received from labour same shall be entertained and shall be paid at the expense of contractor after having proper enquiry.
- 14- No labour below the age of 18 years shall be employed by the contractor as per Government rules enforced from time to time.
- 15- Fair wages shall be paid by the contractors to labour notified from time to time by the government.

- 16- Director, IVRI shall have the right to deduct from the money due to the contractor any sum required or estimate to be required for making good the loss suffered by a worker or workers by reason or non fulfilment of the condition of contractor for the benefits of the workers, non payment of wages or of deductions made from his or their wages which are not justified by their terms of contract non observation of regulations.**
- 17- Contractor shall fortnightly submit labour report to the office failing which necessary penal recovery shall be affected.**
- 18- Work awarded to the contractor shall not be subjected to another agency without any written permission from officer-in-Charge failing which his contract shall be rescinded and security deposit forfeited.**
- 19- All works to be executed under the contract shall be executed under the direction and subjected to approval in all respects of Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.**
- 20- The decision of the Director, IVRI regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work, which may decided to be accepted will be final and would not be open to arbitration.**
- 21- Contractor shall employ one qualified diploma holder technical person of respective field to supervise the work being executed. That technical person should be available at site wherever required by Engineer-in-Charge to take instructions. In case contractor fails to comply this clause he will be liable to be imposed a recovery amount as decided by Engineer-in-Charge.**
- 22- Store shall be constructed by the contractor before start of work for storage of various electrical materials etc. and this store shall be under the joint custody of Engineer-in-charge and contractor. No extra payment shall be made regarding construction of store.**
- 23- All safety measures taken at site shall be borne by the contractor without any extra payment. In the event of any accident / damage occurred at site due to natural calamity negligence on his part the same shall be the liability of the contractor and nothing extra payment shall be claimed.**
- 24- Contractor will apply for gate pass while taking out their personal stores from Institute campus.**
- 25- Contractor will not temper cable, water lines of the campus. Any damage on account of this will be recovered from bill of contractor.**
- 26- In case of any dispute regarding payment of works, the decision of Director, IVRI, shall be final and contractor shall not apply for arbitration.**
- 27- The dismantled materials shall be the property of Institute.**
- 28- In case joints are required to be made with the existing wiring it should be made through proper contractors. Nothing extra shall be paid on this account.**
- 29- Sales & income tax shall be deducted from the bills as per rule in force.**
- 30- All the items are inclusive of all materials, labour input required to complete the work. The contractors should quoted their rates accordingly.**

SPECIFICATION AND CONDITIONS

- 1- The contractor must get acquainted with the proposed site for the works and study specifications and conditions carefully before tendering. The work shall be executed as per programme approved by the Engineering-in-Charge. If part of site is not available for any reason or there is some unavoidable delay supply of materials stipulated by the Department, the programme of construction shall be modified accordingly and the contractor shall have no claim for any extras or compensation on this account.
- 2- Periphery of works areas shall be the area shown in the layout plant of the scheme.
- 3- Specifications:
 - 3.1- Specification to be followed for execution of work shall be:-
 - 3.1.1. The entire work shall be done as per specifications 1977 CPWD Vol.1 with correction slips 1 to 60 and CPWD specifications 1977 Vol. II with C.S. 1 to 28 correction slips. However in case of any discrepancy in the description of any item as given in the schedule of quantities appended with the tender and the specifications relating to the relevant items as per specification-77 vol. 1 & specification-77 Vol. II with due correction slips specified above. The former shall prevail. If the specification for any items are not available in the CPWD specifications referred above, relevant I.S.I. specification shall be followed. In case I.S.I. Specification are also not available, the decision of the Engineer-in-Charge shall be final.
 - 3.1.2 Samples of all electrical materials and other articles required for execution of work shall be got approved from the Engineer-in-Charge. Article manufactured by firms of repute and approved from the Engineer-in-Charge shall only be used. Articles classified as first quality by the manufacturer shall be used unless otherwise specified.

Preference shall be given to those article which bear ISI Certification mark. In case articles bearing ISI Certification mark are not available, the quality of sampled brought by the contractor shall be judged by the standards laid down in the relevant ISI specifications. All materials and articles brought by the contractors to the site for use shall be confirmed to the samples approved which shall be preserved till the completion of the work.
 - 3.1.3 The work will be carried out in the manner complying in all respects will the requirement of relevant by laws of the local body under the jurisdiction of which the work is to be executed or as directed by the engineering-in-Charge and nothing extra will be paid on this account.
 - 3.1.4 The contractor shall have a performance tests for the entire installation as per standards / specification before the work is finally accepted and nothing whatsoever.
 - 3.1.5 The contractor shall be responsible for watch & handed over to him by the department for fixing and nothing shall be paid to him for this.

- 3.1.6** If in the opinion of Director, IVRI, the quality of work / item is not being satisfactory the same may be got tested from a reputed test house / laboratory. If the results are found below standard results, the expenses will be borne by the contractor & necessary recovery shall be affected or work shall not be accepted and decision of Director, IVRI in this regard shall be final.
- 3.1.7** Time of completion will be reckoned from the 10th day after issue of work order. If the work is delay for any unjustified reason then the penalty will be imposed @ Rs. 150/- (Rupees One Hundred Fifty) Only per day and same will be deducted from the contractor's bill. The decision of O.C. Engg. Will be final regarding the justified / unjustified delays.
- 3.1.8** The contractor has to deposit the security / performance security guarantee within the seven days after receiving the letter from this office regarding above. Failing which without any satisfactory justification the E.M.D. deposited against the work might be forfeited.