

**PART- I****NOTICE INVITING TENDER**

No. NIIST/WKS/013/NIT(5-1)/2024-25

Dated:03/09/2024

**NOTICE INVITING TENDER**

NIT is issued for the following works from contractors of appropriate class of CPWD, State PWDs, Railways, MES, Semi-Government Organisations, and/or those who have successfully carried out similar works for Central/State Government Autonomous Bodies, working contractor of any CSIR or its Laboratories. The tenderers must submit their proof of fulfilling all the conditions, copies of PAN, GST, valid Registration and Experience certificates, etc in similar nature of jobs, and Valid Balance Accounts statement for the last three years.

Sl. No	Name of work	EstimatedCost */ EMD /Tender processingfees	Time of Completion
1	Repairing, replacing the damaged parts, and making the serviceable condition the rolling shutter of the ETD Building in CSIR-NIIST Campus in Trivandrum.	Rs.1,02,660/- Rs. 2,060 /-	10 days

- - Estimated cost – including GST

**The bidders should have carried out one/two/three similar works of 80%/60%/40% respectively of the estimated cost for NIIST, and other Central/State Government/Autonomous Organisations in the last five years. Similar work shall mean the contractor has worked as follows;**

For Sl.No – 1 : Civil works

**The list of documents to be enclosed in Cover – I and II**

1. Unconditional acceptance letter – Annexure -A with Checklist / Eligibility Performa
2. Proof of EMD transaction details
3. Undertaking regarding blacklisting/debarment on company's letterhead – Annexure – B
4. Copy of Tools and Plant Undertaking on company's letterhead – Annexure – C
5. Average Annual Turnover Details of the works exceeding the estimated cost of the present work proposed – Annexure - D
6. Copy of Contractor's Registration details
7. Copy of PAN
8. GSTIN Registration details
9. Proof of Work experience (During last 5 years)
10. Abridged balance sheet for FY 2020-21, 2021-22 & 2022-23
11. Bank Account Details

## **In Cover – II**

- BOQ – as per the format given in the tender document.

### **DETAILED CONDITIONS OF CONTRACT**

1. Tenders have been invited for the works mentioned in the Brief tender notice from contractors of appropriate class of govt/semi govt. PSU's, CPWD, Railways, MES, Post & Telegraph Department, and or from those who have carried out **one/two/three similar works each of value not less than 80% / 60% / 40% respectively** of the estimated cost of respective works for the last five years. The tenders are required to produce documentary proof of fulfilling these conditions in accordance with the press notice and produce a completion certificate from competent authority along with tender cost while applying for tender documents.
2. Time for carrying out the work will be as per Tender Notice and the date of commencement shall be reckoned from the tenth day of issue of award letter.
3. Complete Contract documents to be complied with by the tenderer whose tender may be accepted can be seen in the e-Tendering portal <http://etenders.gov.in/eprocure/app>
4. The employer does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
5. Canvassing in the connection with the tenders is prohibited and the tenders submitted by the contractor who resorts to canvassing are liable for rejection.
6. The tenderer shall not be permitted to tender for works in the concerned unit of CSIR in which a relative is posted in the grade between Controller of Administration and Junior Engineer. (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are relatives as mentioned above.
7. Tender submitted shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work validity beyond 90 days from the date of opening shall be by mutual consent.
8. In e-tendering, Bidders can quote the rates in the figure only. The rates in words, the amount of each item in total is generated automatically. Therefore, the rate quoted by the bidder in the figure is to be taken as correct.
9. The tenderer should see drawings and in case of doubt obtain required particulars, which may in any way influence his tender from the Engineer as no claim whatsoever will be entertained for any alleged ignorance thereof.
10. Before tendering, the tenderer shall inspect the site to fully acquaint himself with the condition in regard to accessibility of site, nature, and extent of ground, working conditions of site and locality including stacking of materials, installation of tools and plants (T & P) etc., conditions affecting accommodations and movement of labour etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Employer in any circumstances.
11. Earnest money will be forfeited if the contractor fails to commence the work as per the letter of award.
12. Except for writing rates and the amount the tenderer should not write any conditions or make any changes additions, alterations, and modifications in the printed form of tenders. Tenderers who are desirous to offer rebates the same should be brought out separately in the covering letter and submitted along with the tender.
13. Some of the provisions of the General Conditions of Contract are given below. Interpretation however shall be as given in the General Conditions of Contract.
  - a) DEFECTS LIABILITY PERIOD Twelve months from the date of completion as certified by the employer.
  - b) MINIMUM VALUE OF WORK FOR THE INTERMEDIATE CERTIFICATE  
An intermediate certificate for payment can be admitted at the discretion of the Engineer provided the bill value is not less than the awarded amount divided by the period of completion in a month.

- c) SECURITY DEPOSIT: A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as earnest money, will amount to a security deposit of 5% of the tendered value of the work. In addition, the contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as Performance Security within the period prescribed for the commencement of work in the letter of award issued to him.
- d) COMPLETION: Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the cost of the whole work as shown in the agreement for every week that the work remains un commenced or unfinished or due quantity of work remains incomplete after the proper dates. Compensation to be paid shall not exceed ten percent of the estimated cost of the work as shown in the agreement
14. All the materials to be arranged by the contractor.
15. For all specialist jobs e.g. Lifts, air-conditioning, public address, fire protection, Security/surveillance and building management systems, technical (covering also general condition and commercial terms) and financial offers will be given separately in two sealed covers.
16. CEMENT AND STEEL  
All materials for the work including cement and steel will be procured/ arranged by the contractor at his own cost. The department will not supply any materials which are to be used in work. For procurement of cement and steel by the contractor the instruction/ condition contained in the enclosed annexure A will be applicable.
17. Purchase preference will be given to Central Public Sector Enterprise (CPSE) for award of works costing between Rs.5 Crores to Rs.100 Crores as per provisions contained in para 20.10.9 in CPWD Manual 2003 and OM No.DPE/13(12)/2003-Fin Vol.II dated 18.07.05 issued by department of Public Sector Enterprises, Govt. Of India.
18. GST & IT: TDS will be made from the bills and remitted to the concerned department as per standard norms of the Government.

## GENERAL CONDITIONS OF CONTRACT

### 1. INTERPRETATION

- (a) In constructing these conditions, the Specifications, the Schedule of Quantities, Tender, Special Conditions and Agreement, the following works shall have the meaning herein assigned to them except where the subject or context otherwise requires.
- (b) This contract shall comprise of the Articles of Agreement General Conditions of Contract, Special Conditions, Additional Special Conditions, the schedule of Quantities, Specifications letter of acceptance of tender and other documents mentioned in the contents sheet attached hereto and including those to which only reference is made herein.

WORK OR WORKS: shall mean all work or works defined in schedule of quantities, specifications and such other work or works as the contractor may be entrusted with for carrying out under the contract.

EMPLOYER: shall mean Director General CSIR or any officer authorized by the Director General for the purpose.

ENGINEER: shall mean the Engineer designated by the Employer to superintend and perform other duties as indicated in the contract.

CONTRACTOR: shall mean the individual or Firm or Company, whether incorporated or not undertaken the work and shall include the legal personal representative or such individual or the persons composing such Firm or Company or the successors of such Firm or Company and the permitted assignees of such individual or Firm or Company.

SITE: shall mean the site of the contract works including any buildings and erections thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by the Employer or the Engineer for the contractor's use.

COMPENSATION: shall mean all sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not any damage sustained and whether or not any damage shall have been sustained.

Words imputing persons include firms and corporations, words imputing the singular only also include the plural and vice versa where the context so required.

The headings are given to the clauses for convenience and they will not limit the meaning or scope of the clauses in any way.

The time of completion of the entire work indicated against each work from the 10<sup>th</sup> day of issue of work order. The work order will be issued only after signing a formal agreement with this office on Rs. 200/- Non Judicial Stamp Paper within one week from the date of intimation to this effect.

The EMD amount will be forfeited if the successful tenderer fails to sign/execute the formal agreement within one week from the date of such intimation or fails to commence the work as per the work order.

Canvassing in connection with the tenders is prohibited and tenders submitted by the contractors/firms who resort to canvassing are liable for rejection.

Tenderers will not be permitted to tender for works in the concerned unit of CSIR [in this case NIIST] in which a relative is posted in the grade between Administrative officer and Junior Engineer [both inclusive]. He/they shall also inform the names of persons who are working with him/them in any capacity or subsequently employed by him/them and who are relatives as mentioned above.

Note: A person shall be deemed to be relative of another if, and only if, (a) they are members of a Hindu undivided family; or (b) they are husband and wife ; or (c) the he is related to the other in the following manner; Father, Mother (including step father/mother), Son (including step son/adopted son), Son's wife , Daughter (including step daughter/Adopted daughter), Father's father, Son's son, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's daughters husband, Brother (including step brother/adopted brother), Brother's wife, Sister (including step sister/adopted sister), Sister's husband.

Tenderers must visit the site and inspect the area conditions before quoting their rates. Rates should include all taxes, duties, octroi, etc. The rates shall also include labour charges, E.S.I., E.P.F. Bonus, etc., payable to the laborers to be engaged by them. Tenderers may kindly note that no escalation charges due to increase/decrease in the basic cost of materials or labour will be entertained for this work.

The rates shall also include all rental charges of machinery, tools, plants required for the execution of work, scaffoldings, transportation charges, basic cost of materials, contractor's profit etc., including taking into consideration market fluctuation etc. As such, nothing extra under any circumstance will be entertained at a later stage.

The rates shall also include the charges for loading, unloading; stacking of materials, preliminary works required to take up the work, statutory recoveries IT, GST and 1% labour welfare CESS, water & Electrical charges, and Royalty etc., and nothing will be paid as extra.

The successful tenderer has to make his/their own arrangement for the security of the materials brought to the sight by them for the usage / execution of the work or kept in the godown. The Centre will not take any responsibility on this account or pay any compensation in case of any loss/damages/theft etc., whatsoever.

Before tendering the tenderer must inspect the site and fully acquaint himself/themselves about the conditions in regard to accessibility of site, nature and extent of ground, working condition of site and locality for stacking of materials, installations of tools and plants etc., conditions affecting accommodations and movements of labour etc., required for the satisfactory execution of the work contract. No separate claim, whatsoever on such account shall be entertained by NIIST under any circumstances.

Tenderers are expected to go through the entire tender terms and conditions, specifications etc., issued along with the tender, before quoting/submitting their offer. Clarification required if any may be sent in writing to The Head, ESD, CSIR - NIIST, Industrial Estate Post, Thiruvananthapuram.

Income Tax, TDS on GST, Labour welfare CESS, Electrical charges and Water charges will be recovered from the bills of the successful tenderer as per the provision of Rules / Act and as applicable from time to time during the currency of Contract. 1% water charges will be recovered from the bill if the tenderer takes the pipe water from NIIST sources.

In case, any tenderer other than those called for negotiation/discussion/specifically asked to give discount, give any rebate or discount after tender opening the same will not be considered in addition such tenderers will be black listed for five calendar years and their tenders will also be rejected. Tenders submitted shall valid for 90 days from the date of its opening for the acceptance and award of work. Validity beyond 90 days from the date of opening shall be by mutual consent.

In e-tendering, tenderer can quote the rates in figure only. The rates in words, amount of each item and total is generated automatically. Therefore, the rate quoted by the tenderer in figure is to be taken as correct.

Except writing rates and amount, the tenderer should not write any condition or make any changes, additions, alterations and modifications in the tender document issued to them. Tenderers who are desirous to offer rebate or put their own conditions are welcome to do so on their letter head along with their tender. However, it may kindly be noted, that such condition put forwarded by the tenderers will be deemed as rejected and not accepted by NIIST until and unless the same have been specifically and expressly accepted by the NIIST in writing before the award of work or the same is incorporated in the work order.

Some of the provisions of General Condition of Contract are given below. Interpretation however shall be as given in the General Conditions of contract which will be issued as part of tender document.

- a. DEFECTS LIABILITY PERIOD: (12) Months from the date of completion as certified by the employer.
- b. MINIMUM VALUE OF WORK FOR THE INTERMEDIATE CERTIFICATE / PAYMENT: Intermediate certificate for payment can be admitted at the discretion of the engineer provided the bill value is not less than the awarded amount divided by the period of completion in month.
- c. SECURITY DEPOSIT: 5% of the total value of the work done including EMD amount will be withheld as Security Deposit. The recovery on this account will be made from the Running Account Bills at 10% of the bill value till the full security deposit amount i.e. 5% of the total bill value is recovered.
- d. COMPENSATION: Contractor shall pay as compensation an amount equivalent to 1% (ONE PERCENT) per week, on the total value of work unfinished/ uncompleted work, subject to a maximum of 10% of the total value of the work done, as compensation/penalty amount to the NIIST.

The security deposit will be refunded without any interest after the full defects liability period of 12 months from the date of completion of the work, provided all the defects pointed out during this period are rectified at tenderer's cost and further subject to the condition that the same is not forfeited for any other reason. The detailed modalities for refund are furnished in the tender document.

The successful tenderer has to deposit a sum equivalent to 5% of his / their tendered amount as Performance Deposit before award of work and execution of agreement. This Performance deposit amount will be refunded to the Contractor along with the final bill after satisfactory completion of the work, provided the work has been carried out in accordance with agreement provisions and the same is not forfeited for any reason.

In case the Competent Authority feels that the offer received from the successful tenderer is abnormally low, the Competent Authority has reserve the right to demand additional Performance Deposit to the

amount equivalent to the difference of the amount between the total estimated cost and the total amount offered by the successful tenderer. This is in addition and over and above the regular performance Deposit indicated in the previous para. This additional Performance Deposit will also be refunded along with the final bill without any interest, provided the same is not forfeited for any reason or any amount deducted for inferior quality of work and the work has been completed to the entire satisfaction of the Engineer-in-Charge. In case of failure to execute the work by the successful tenderer or the contract is terminated for any violation of agreement clause or for any reason, this additional Performance Deposit along with Performance Deposit and E.M.D./Security Deposit will be forfeited.

The charges quoted by the tenderer shall also include provision for clearing of site after completion of the work including removing all rubbish, waste materials, debris etc., to the place informed by the Engineer-in-Charge and also clearing /demolishing the godown constructed by them for storing of materials or for any other purpose. The final bill for this work will be made only after clearing the site in all respects as stated above to the entire satisfaction of the Engineer-in-Charge.

Director, CSIR – NIIST, Trivandrum shall have the right to accept or reject any or all tenders or the lowest or to accept other than the lowest or any tender in full or in part or reject all the tender without assigning any reasons. The decision of the Director, NIIST is final in this regard and the tenderers are bound to accept the same.

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