

TENDER ENQUIRY

Subject: Supply, replacement, commissioning and testing of MS pipe heavy 'C' class (Jindal/Sail make) Size 6" (150 mm) ISI marked as per IS:1239/IS 3589 (70 meters approx.) of firefighting piping network Near Incinerator at NIB, Noida:Reg-.

No.S.1-428/2018/Engg.(M)

1.	Date of start for Tender Enquiry	12.03.2018
2.	Last Date of submission of Tender Enquiry	27.03.2018 at 3:00 P.M.
3.	Due date of opening of Tender Enquiry	27.03.2018 at 3:30 P.M.

Name of bidder	
Address of Bidder	
Phone Nos.	
E-mail ID	
Contact Persons	i. ii.



NATIONAL INSTITUTE OF BIOLOGICALS

(Ministry of Health & Family Welfare)

A-32, SECTOR- 62 (INSTITUTIONAL AREA),

NOIDA-201 307 (U.P.)

Tel: 0120-2400022, 2400072, Fax: 0120-2400074, 2403014.

e-mail: info@nib.gov.in

Website www.nib.gov.in.

Tender Enquiry

No.S.1-253/2014/Engg.(M)

12.03.2018

Due date of submission:-27.03.18 up to 3.00PM

Due date of opening:-27.03.2018 at 3.30PM

To

Subject: Supply, replacement, commissioning and testing of MS pipe heavy 'C' class (Jindal/Sail make) Size6"(150 mm) ISI marked as per IS:1239/IS 3589 (70 meters approx.) of firefighting piping network Near Incinerator at NIB, Noida:Reg-.

Dear Sir,

This Institute intends to replacement the 70 meters (approx) of damaged pipe of fire fighting network as per following description:-

S.N.	Specification of items	Make	BOQ
1.	MS pipe heavy 'C' class, Size 6"(150 mm) ISI marked as per IS:1239/IS 3589 with fitting like bend,Tee etc.	JINDAL/SAIL	As per Annexure -II

Please indicate price under following terms and conditions:

1. **Price:-** For NIB/ free delivery at A-32 sector – 62 Noida-201307
2. **Taxes:-** GST as applicable
3. **Excise Duty:-** NIB has Central Excise exemption certificate in terms of Govt. Notification No. 10/97-Central Excise dt 1.3.97. Applicable rate of Excise Duty be given in view of exemption.
4. **Custom Duty:-** NIB is having custom duty exemption certificate in terms of Govt. Notification No.51/96-Custom dated 26th July 1996.
5. **Bid Security:** Rs. 3,000/- (Rupees three thousand only) in form of demand draft payable in favour of National Institute of Biologicals payable at Delhi/Noida to be submitted along with Bid. Bid received without Security will not be accepted.
6. **Payment:-** 50% payment within 10 days from the date of receipt of the material as per ANNEXURE-II at NIB and balance 50% will be released within 30 days after satisfactorily completion of the replacement & commissioning of the said fire fighting pipelines.
7. **Warranty & Certificate and defect liability period:-** The firm has to submit the supplied MS pipe and fitting specification certificate issued by the manufacturing firm/agency.
8. **Delay Delivery Discount:-** In case of delayed delivery off all or any item (s) this Institute shall be entitled to discount or reduction on the contract price to a sum equivalent to 1% (one percent) of the value of goods/items delivered late for each week or part thereof subject to a maximum of 10% (ten percent)of undiscounted/unreduced contract price for relative good/items, and /or, risk purchase will be affected at your risk and expenses.

Scope of the work and other terms & conditions are mentioned at Annexure-I.

Yours faithfully,



(Dr. Reba Chhabra)
Deputy Director(Admin.),i/c



GENERAL TERMS & CONDITIONS FOR Supply, replacement, alignment, commissioning and testing of MS pipe (approx. 70 meters) heavy 'C' class (Jindal/Sail make) Size6"(150 mm) ISI marked as per IS:1239/IS 3589 of fire fighting piping network with fitting near of Incinerator at NIB, Noida.

1. Scope of Work

The scope of work includes;

- a. **Supply, replacement, erection, alignment and testing complete of MS pipe (approx 70 meters) heavy 'C' class (Jindal/Sail make) Size6"(150 mm) ISI marked as per IS:1239/IS 3589 Part-I with fitting of fire fighting/wet riser/sprinkler piping network.**
- b. **The said pipe (sprinkler&wet riser pipelines) laid under the ground (approx. 2.5-3.5 feet) deep and connecting the same with underground/existing pipeline network. The firm has to be do the work as per good engineering practice.**
- c. **All fitting like bend, Tee, nut bolt, gasket, 6" M.S. angel, red oxide paint, core cutting of wall, excavation, back filling after the connection, sand, coating like coal tar taping or any other superior coating, related civil work etc. are under the scope of work.**
- d. **The 4 mm thick coal tar wrapping coating to underground piping is also covered under the contract.**
- e. **The above mentioned quantities of pipeline are approximate. Further, the work may be calculated on actual basis.**
- f. **The firm/bidders are advice to visit the Institute for look the actual work to be done.**
- g. **The firm will also plug the underground firefighting pipeline from two place so that stand the pressure in Lab. & Animal House Building area piping network.**

2. Period of Completion:

(a) The entire work has to be completed within 20 days from the issue date of the work order. After award of contract, a schedule of the activity will be submitted by the contractor within 05 *days*.

(b) As the works has been envisaged in the already functional campus, contractor has to take care of the inconveniences of the staff working in it and the plan of action has to be prepared in close co-ordination with the occupants.

(c) Taking over: When the entire work as per work order has been completed the contractor will give a notice to NIB for taking over. When NIB finds the works in proper condition, they will issue a completion certificate.

(d) Extension of Completion Date: Due to an event, not attributable to the contractor, causing delay, occurs or a variation order is issued, which makes it impossible to complete the work by scheduled completion date, NIB may consider extending the completion date.

3. Bill of Quantity:

The quantity of works/ materials given in the price schedule are given on broad estimation basis any other item, if, required for proper installation/replacement of fire fighting pipelines shall be done under the same price and no extra claim shall be entrained for the same. After the issue of the work order and as clarified above no claim shall be entertained for minor/ extra works items. Details enclosed as **Annexure-II**.

4. Payment clause & terms : Payment will be released on basis of actual quantity used/work done. Price shall remain firm & fixed including all takes, levies, freight etc., excluding GST and shall not be subject to any variation till the entire materials are supplied. GST will be paid as applicable.

i) Excise duty/Custom Duty: NIB will provide necessary certificate as NIB is registered with DSIR for the purpose of availing Custom Duty exemption in terms of Government Notification No. 51/96-Customs dated 23 July and Central Excise Duty exemption in terms of Government Notification No. 10.97-Central Excise dated 1 March 1997 as amended from time to time. To avail the exemption, NIB shall be providing the above certificate along with the supply order. Subject to above, indicate applicable Duty.

ii).Freight charges will be borne by the bidder and it will be treated as inclusive in quoted rates.

Price Variation: As the works are to be executed in a short period of time, no price variation i. e. escalation on quoted rates are applicable.

5. Payment Terms

a) 50% of the order value shall be paid against supply of material at site within 10 days.

b) 50% of the order value shall be released within 30 days after satisfactorily Installation/replacement and testing of the pipelines.

c) Payment will be release after deduction of TDS/WCT as applicable

6. Delivery Schedule

The Delivery of materials should be within 7 days from the issue of work order.

9. Inspection & Test Certificates.

Materials shall be inspected by Institute Officials(s) during the time of dispatching the materials at site. All test certificates/ material certificate shall be produce at the time of delivery of equipment to site.

10. Signing of agreement:

Upon receipt of notification of award the vendor/firm shall fill the form of agreement and submit the same to NIB within one week of date of receipt of notification of award. NIB will return the draft duly approved or corrected within 7 (*Seven*) days from its receipt. The vendor/firm will get it engrossed, on correct amount of stamp duly and return them duly signed and executed, all at his own cost within one week of receipt of the approved draft.

11. Performance Bank Guarantee

11.1 The firm/contractor have to furnish performance bank guarantee equivalent to 10% of the contract value from any Nationalized/ Scheduled Bank within 7 days, which shall be valid for 60 days beyond expiry of the guarantee/Defect liability period of the contract in the format given with this order (**Annexure –III**) or in the form of demand draft/ pay order in favor of "National Institute of Biologicals" payable at Noida/ Delhi. In case of non-submission of PBG, equivalent amount will be deducted from bill/ amount payable/other due of contractor.

11.2 Failure of the contractor/vendor to comply with the requirement of contract shall constitute sufficient grounds for the annulment of the awards and forfeiture of the performance security, in which event NIB may get done the work at the risk cost of the Contractor/firm.

12. Defect liability period

The works i. e. replacement/commissioning of fire fighting pipelines after taking over by NIB.

Issue of completion certificate shall be under the defect liability for a period of **one year**. NIB may give notice to the contractor about any defects observed during the defect liability period, which will have to be rectified within a reasonable period mutually decided between the contractor and NIB so that the work suffers to a minimum extent. In this respect NIB's decision shall be binding on the contractor/firm.

If the contractor is unable to correct certain defects in a reasonable time, NIB may arrange for a third party to correct them by giving 2 (Two) weeks notice of their intention to do so. The cost of such correction will be deducted from any price payable to the contractor/firm.

13. Specific Conditions of Contract:

(a) Observance of the law of the land i. e. all labour laws, mandatory insurance etc. shall be adhered to in respect of carrying out the works under this work order and NIB shall remain indemnified on such account.

(b) Power and water supply would be supplied free as available in the Institute. No claim is to be entertained nor would any specific requirement of the vendor be met in case of non-availability of power and water in the buildings. The contractor/firm has to make necessary arrangement to bring the supply at site from the source.

(c) Before bringing the material to site to be used in the works sample shall be got approved.

(d) Indemnities: The contractor/firm is liable for and indemnifies NIB against any losses and damages to physical properties, personal injury or death caused by his acts of omission as well as to any third party losses.

14. Plant & Machinery, Consumable etc.

You shall arrange all tools & tackles, welding material, plant & machinery, consumables and manpower as required to carry out the work as per specifications.

15. Force Majeure

15.1 Notwithstanding the provisions stated above, the service provider shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

15.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the service provider and not involving the contractor/service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the service provider either in its sovereign or contractual capacity, wars or revolutions fires, floods, epidemics, quarantine restrictions and freight embargoes.

15.3 If a Force Majeure situation arises, the contractor/ service provider shall promptly notify the NIB in writing of such conditions and the cause thereof. Unless otherwise directed by the employer in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

16. Acceptance of letter of Intent/Purchase Order

The firm/contractor shall give unequivocal acceptance of this work order within 3 days of receipt of the same. In case we do not receive your clear order acceptance within this period it will be deemed as accepted by you.



17. All disputes arising out of this contract shall be referred to the sole arbitration of a person nominated by the Director NIB, and his/her decision /award shall be final and binding on both parties. The Arbitration shall be governed under the Indian Arbitration Act 1996 or any statutory modification or enactment thereof and rules made there under and for the time being in force from time to time shall apply to the arbitration proceeding under this contract.

18. Sub Contract

Supplier will not sublet or sub-contract this job or any part of this job to anybody else without the written permission of the purchaser.

19. Cancellation of P.O.

In case, you do not comply with any of the clauses mentioned in the foregoing purchase/work order, NIB reserves the right to cancel the P.O. without assigning any reason whatsoever.

20. Draft of contract agreement is enclosed with this order; the same may be engrossed on Rs.100/- non-judicial stamp paper and signed in the office of Dy. Director (Admin.), i/c, NIB, within a week from issue of this order.

21. The contractor shall be responsible for proper maintenance of decorum, punctuality and discipline.

22. No accommodation or hutment shall be permitted in the campus for the workers/staff of the contractor. Contractor has to make his own arrangement for the same.

23. Liquidated Damages:

If the contractor fails to complete the execution of the work within the time period specified in this contract or any extension allowed by NIB, the contractor shall pay to NIB a sum equivalent to 1.0% per week or part thereof, which shall elapse between the relevant contractual and the date stated in completion certificate. The maximum Damage would be limited to 10% of the contract value.

Others Conditions:

- i The offer is to be given by authorized dealer/distributor and the valid authorization certificate given by the principal should accompany the offer.
- ii Tender No. item description and due date of opening should be clearly super scribed on the envelope of the quotation.
- iii. If the items are available on DGS&D rate contract, copy of rate contract may please be provided/ enclosed.
- iv. Please submit your quotation with full details, catalogues & delivery period within the stipulated date and time as indicated. The validity of the offer should be for a period of 90 days from date of opening. a specific confirmation in this regard must be made in the offer.



Bill of Quantity:- For complete work including Supply, replacement, erection ,alignment ,testing and paint with Red Oxide of fire fighting pipeline (70 meters approx) as per Scope of the work:

Sr. No.	Item Description	Qty. Required	Unit Price per meter	Total(Rs.)
1.	Supply, replacement, erection,alignment and testing with red oxide painting complete of MS pipe (approx 70 meters) heavy 'C' class (Jindal/Sail make) Size6"(150 mm) ISI marked as per IS:1239/IS 3589 with fitting like bend , Tee, core cutting, related civil work etc. as per Annexure-I, Scope of the work as mentioned in general terms & conditions	70 meters (approx.)*		
3.	GST%			
4.	Total Value: In Word:			

* Necessary document regarding detail of GST, Insurance etc. paid to be enclosed with bill submitted for payment.

* Excise duty/Custom Duty: NIB will provide necessary certificate as NIB is registered with DSIR for the purpose of availing Custom Duty exemption in terms of Government Notification No. 51/96-Customs dated 23 July and Central Excise Duty exemption in terms of Government Notification No. 10.97-Central Excise dated 1 March 1997 as amended from time to time. To avail the exemption, NIB shall be providing the above certificate along with the supply order. Subject to above, indicate applicable Duty.

* Price quoted should be valid for 90 days from the date of its opening of Bid.

* If % and amount of taxes are not specified in above bid, it will be taken as inclusive for evaluating the bid.

* Quantity can be increase or decrease as per site requirement.

* % and Amount of GST should be clearly mentioned , any vague term as applicable/ as per Rule will not be considered and bid can be rejected by the Institute.

* Above Bill of Quantity is tentative estimated and it can be increased/decreased as per site requirement.

Authorized Signature of bidder/firm with seal

PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On stamp paper of appropriate value from any Nationalized Bank)

To,

M/s National Institute of Biologicals
Plot No. A-32, Sector-62(Institutional Area),
NOIDA-201 309(U.P)

Dear Sir,

In consideration of National Institute of Biologicals (hereinafter called as the Employer which expression shall include his successor and assigns having awarded to
..... (here in after referred to as the said Contractor or Contractor' when expression shall wherever the subject of context so permits include its successors and assigns) a contract No. In terms inter alias, of the NIB's Letter No. dated. and the General Conditions of Contract and upon the condition of the contractor's furnishing security for the performance of the contractor's obligations and discharge of the contractor's liability under in connection with the said contract up to a sum of Rs..... (Rupees..... Only) amounting to 10 % (Ten) percent of the total contract value.

1. We (here in after called "The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest of demur or any and all moneys anywise payable by the contractor to The Employer under in respect of or in connection with the side contract inclusive of all The Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to an aggregate limit of Rs. (Rupees.....only).
2. We Bank further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer on account there of and the decisions of The Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done there under vis-à-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.



4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respect and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.
6. The amount started in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by The Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer of suffered or incurred by The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the contractor arising up to and until midnight of.....
8. This guarantee shall be addition to any other guarantee or security whatsoever that The Employer may now or at any tome anywise may have in relation to the contractor's obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect or releasing the Bank from its full liability hereunder.
9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.
11. We.the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. (Rupees.....) and this guarantee shall remain in force tilland unless a claim is made on us within 3 months from that date, that is before all the claims under this guarantee shall be forfeited and we shall be relived of and discharged from our liabilities thereunder.

Datedday of2018.

For and on behalf of Bank. Issued
Under



AGREEMENT

This agreement made the day of, two thousand seventeen between the **National Institute of Biologicals, Plot No. A-32, Sector-62, NOIDA**, (hereinafter called "NIB") of the one part, which expression shall include his successors and assigns and **M/s** (hereinafter called "The contractor") which expression shall include his heirs, executors, administrators and assigns of the other part.

Whereas the contractor "Supply, replacement, commissioning and testing of MS pipe heavy 'C' class (Jindal/Sail make) Size6"(150 mm) ISI marked as per IS:1239/IS 3589 (70 meters approx.) firefighting piping network near Incinerator at NIB, Noida ("the works) at quoted rates of Rs. (xxxxxxxxxxxxxxxxxxxxxxx) inclusive tax and has accepted a Bid of the Contractor for the execution and completion of the works and the remedying of any defects therein.

This agreement is effective from.../.../2018 for a period up to.../.../2019. The NIB shall have the irrevocable authority to terminate the contract at any point of time by serving a notice of one month period without assigning any reason therefore.

Now this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a- The said tender document (Tender No. S.1-428/2018/NIB/Engg(M) dated 20.02.2018 with its terms and conditions as submitted by M/si.
 - b- NIB's Work Order letter No No. S.1-428/2018/NIB/Engg(M)/.... Dated:
 - c- Acceptance of work order by M/sletter no.....dated.....
3. In consideration of the payment to be made by the NIB to the contractor as hereinafter mentioned, the Contractor hereby covenants with NIB to execute and complete the works and remedy any defects therein in conformity in all respect with the provisions of this agreement.
4. The National Institute of Biologicals hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable at the times and in the manner prescribed by this agreement.

In Witness whereof the parties here to have this Agreement to be executed the day and year first before written.

Binding Signature of Contractor
with Seal

Binding Signature for and on behalf of
National Institute of Biologicals,Noida

In the presence of

Witness (1):

Witness (2):

