



NATIONAL INSTITUTE OF BIOLOGICALS

Plot No.A-32, Sector-62(Institutional Area), NOIDA-201309(U.P)

Tel: 0120-2400022, 2400072, Fax: 0120-2400074, 2403014
E-mail: info@nib.gov.in Website: www.nib.gov.in

Tender No. S.1-375/2016/NIB/Engg. (C)

Invitation to Tenders for "Painting of Erected Chimneys & Allied Structure of 03 Nos. DG. Sets Chimneys, 01 No Boiler Chimney and 01 No. Incinerator Chimney with heat resistant paint" at NIB Noida.

Sealed labour rate tenders are invited from experienced contractors for "Painting of Erected Chimneys & Allied Structure of 03 Nos. DG. Sets Chimneys, 01 No Boiler Chimney and 01 No. Incinerator Chimney with heat resistant paint" at NIB Campus Noida, on the attached tender form. Please quote your competitive rates for this work, on the enclosed Price-Bid format including all taxes, duties, T & P etc. required for proper completion of this work. The tender document /form may be down loaded free of cost from NIB website www.nib.gov.in and Central Procurement Portal of Govt. of India from **23.11.2016** to **08.12.2016**.

Your sealed tender should be dropped in NIB tender box or reach NIB, Noida on or before the closing date, i. e. **09.12.2016** up to **3:00 P. M.** and the same shall be opened on the same day at **4:00 P. M.** in presence of the representatives of the bidders, who wish to be present during the opening of the tender. Late tenders will not be received and treated as rejected.

(P.C.P Mahapatra)
Administrative Officer & i/c D.D (A)



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1. Introduction:

"National Institute of Biologicals (NIB) is an autonomous institution under the Ministry of Health & Family Welfare, Government of India, established on 27th January, 1992 and is to be the Central Drugs Laboratory for quality control of all indigenously produced and imported biological products. Presently, five laboratories of the Institute are notified as Central Drugs Laboratory under provision of Drugs & Cosmetics Act and Rules. Institute plays a vital role in collaboration with CDSCO to strengthen the regulation of biologicals in India by averting the Not of Standard Quality Biologicals reaching the consumer, thereby promoting and protecting public health."

2. Scope of Work:

- i) Erected chimneys and allied structure of total 5 (*Five*) mild steel Chimneys of DG Sets, Boiler and Incinerator are to be painted with heat resistant paint. The contractor will provide adequate numbers of skilled & experienced labours who are well versed with such type of jobs i.e. working at a height of 30 mtr. or more by using safety gears. Arrangement of scaffolding/ hanging-platforms (Jhula) will be made by the contractor. The contractor is at liberty to use scaffolding/ hanging-platforms (Jhula) as per their convenience & experience.
- ii) Before starting the work at site the contractor will provide necessary evidence to ensure the department that all workers are covered under life insurance policy at least for the entire contract duration with NIB.
- iii) The contractor will be solely responsible for safety of workers deployed for painting job. In case of any medical eventuality/accident the contractor shall make all arrangements to deal with the same and NIB will not be responsible for such occurrence or any assistance/ help in this regard.
- iv) NIB will not be responsible for any mishap incidental to performance of the assigned painting job work.

- v) Materials will be provided by NIB, however the contractor will use the same judiciously. If it is found that the materials are wasted by the contractor recovery of the same shall be made from the contractor.
- vi) Before application of the paint the contractor shall satisfy himself with the quality of the paint, after application of the paint the contractor will be responsible for good finish, shine and overall workmanship.
- vii) Any defect such as chipping of paint, flaking, cracks etc. noticed in the paint surface will be promptly rectified by the contractor till one year from the date of completion of the work.
- viii) **Site Visit:** The bidders are strongly advised to visit the work site and physically see each and every chimney structure before quoting their rates.

3. Eligibility Criteria:

The bidder should have executed & completed minimum two works of erected chimney painting with heat resistant paint, during last three year ending on 31.10.2016. Bidder shall submit copies of work order/ completion certificate in support of work experience.

4. Earnest Money Deposit (EMD):

The Bidder shall furnish EMD of **Rs. 2,000/-** (*Two thousand only*) along with the tender in the shape of demand draft in favour of "**National Institute of Biologicals**" payable at **Noida**. EMD shall be returned to the unsuccessful bidders after award of work. EMD of successful bidder shall be adjusted in the security deposit. The tender not accompanied with EMD shall be rejected.

5. Security Deposit:

A sum equivalent to 10% of the contract value shall be deducted from the bills of the contractor, which shall be returned after successful completion of the "**Defect Liability Period (DLP)**" of **1 (One) year**.

6. Submission of Tender:

The contractor shall submit the tender in the sealed envelope in the following manner.

Envelope No. 1-

- i) Shall contain EMD in the form of bank draft for **Rs. 2,000/-** (*Two thousand only*) along with a copy of tender document duly signed and stamped by the bidder as a token of acceptance of terms & conditions in totality.
- ii) Copies of work order/ work-completion certificate for minimum two erected chimneys painting works in the last 3 (*Three*) years.

Envelope No. 2-

Shall contain Price-Bid (**Price part only**). Price shall be filled by the bidder only in the format given by NIB with the Notice Inviting tenders. Price on any other format shall be rejected.

Both the sealed envelopes No. 1 & 2 shall be then put in a bigger envelope duly addressed to "**Director, National Institute of Biologicals, A-32, Sector - 62, Noida-201 309**" and marked on top tender for "Painting of Erected Chimneys & Allied Structure of 03 Nos. DG. Sets Chimneys, 01 No Boiler Chimney and 01 No. Incinerator Chimney with heat resistant paint" at NIB Campus Noida.

7. Opening of Tender:

Technical Bid (Envelope No. 1) will be opened first. After evaluation of technical bid, Price Bid of only those bids which fulfil eligibility criteria will be opened. Time & date for opening of Price-Bids will be intimated to eligible bidders separately.

8. Award of Work:

The work will be awarded to the bidder whose bid is evaluated as lowest (L-1) responsive bid.

9. Signing of Agreement:

NIB will notify the successful bidder that his tender has been accepted and work order will be issued to the bidder describing the works to be carried out with accepted lowest rates and the same shall be returned duly acknowledged affirmatively by the bidder as a token of acceptance. Contract agreement will be signed between both the parties on the agreement form **Annexure-A**. The contractor shall present the agreement on appropriate value of stamp paper for signature of NIB.

10. Time of Completion:

The work shall be completed within **1 (One)** month from issue of work order.

11. Liquidated Damages/ Penalty for Delay:

If the contractor fails to complete the work within the stipulated time allowed by the Institute, liquidated damages at the rate of 2% per week, subject to maximum 10% of total contract value shall be deducted /recovered from the contractor.

12. Specification:

Painting will be done as per CPWD specifications for mild steel painting works instructions given on the paint container and good practices followed in the industry.

13. Payment:

Payment of the contracted price for respective item will be made on receipt of bill & inspection of site. Final payment will be made within 15 (*Fifteen*) days after completion of the whole work. No advance payment shall be made to start the work. TDS will be deducted as per rules.

14. Bill of Quantity:

The chimney painting work is a job work and 5 (*Five*) chimneys with allied structures such as silencer, ladder, platforms, silencer support structure etc. will be painted in two or more coats.

15. Tools Tackles & Safety Gears:

All tools tackles and safety gears required for working at height (about 30 Mtr.) i.e. for chimney painting will be arranged by the contractor and no extra payment shall be made for the same.

16. Cleaning of Site:

The work site shall be thoroughly cleaned after completion of the work. Stains of paint, dust, rust etc. shall be removed from the site and disposed-off outside NIB Campus.

17. Risks:

Contractor shall be solely responsible for safety of his workers, working at site by taking insurance cover and following safety norms in the trade/ industry.

All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor. Excepted Risks are:

- a. (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,

- (iii) Ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - (iv) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speed.
- b. Loss or damage due to the use or occupation by the Employer of any section or part of the Permanent Works, except as may be provided for in the Contract.
- c. Loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible.

18. Disputes:

If any dispute or difference of any kind, whatsoever, shall arise between NIB and the Contractor, in connection with or arising out of the Contract, or the execution of the works, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the contract, it shall, be settled under the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. Such arbitration shall be settled by Sole arbitrator who shall be appointed by Director, NIB. The arbitration shall take place in Noida/ Delhi unless both parties agree otherwise.

19. Right to accept or reject the Tender:

Director, NIB reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

Stamp of bidder with signature of authorized signatory,

**FORM OF AGREEMENT
(On appropriate value stamp paper)**

AGREEMENT

This agreement made the day of two thousand sixteen 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 NIB is desirous that certain works should be executed by the Contractor, viz.....for National Institute of Biologicals at NOIDA – 201309 (U. P) ("the works") and has accepted a Bid of the Contractor for the execution and completion of the works and the remedying of any defects therein.

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 from and be read and construed as part of this Agreement, viz:
 - a- Tender No. dated:
 - b- Letter No.
 - c- NIB Work Order letter 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 hereto have this Agreement to be executed the day and year first before written.

Signed, Sealed and Delivered by the Said _____

Binding signature for and on behalf of
National Institute of Biologicals,
A-32, Sector -62, NOIDA. _____

Binding Signature of Contractor

In the presence of

Witness (1):

Witness (2):



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PRICE-BID

Name of Work: Tenders for "Painting of Erected Chimneys & Allied Structure of 03 Nos. DG. Sets Chimneys, 01 No Boiler Chimney and 01 No. Incinerator Chimney with heat resistant paint" at NIB Noida.

Srl. No.	Description of work	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
1.	Painting of erected chimneys of DG Sets with allied structure (Silencer, ladder, platforms, silencer and support structure) with heat resistant paint, by scrapping the Chimneys surface using Regmal/sandpaper/ wire brush etc. Preparing the surface for painting with heat resistant paint, two or more coats to give neat, even and shining surface complete job work (Labour charges only) as per scope of work given in the tender.	Nos.	03		
2.	Same as above in item No. 1, but Boiler Chimney.	No.	01		
3.	Same as above in item No. 1, but Incinerator Chimney.	No.	01		
	Sub-Total				
	Taxes (if not included above)				
	Total including taxes				

Amount (in words):

- Note:**
- (i) The rate quoted shall remain valid for 90 (Ninety) days from the last date of submission of bids.
 - (ii) Taxes if not mentioned above shall be deemed to be included in the quoted rates.
 - (iii) Paint & other painting materials for above job work will be provided by the Institute.

Stamp of bidder with signature of authorized signatory,

