

**NATIONAL POWER TRAINING INSTITUTE**

(Under ministry of Power, Govt. of India)  
NORTHERN REGION, BADARPUR, DELHI-110 044

**BID DOCUMENT**

Annual Repair & Maintenance  
of Civil Works at NPTI (NR)  
Badarpur, New Delhi.

OPEN TENDER NO. 7(1)/Tech./NPTI(NR)/BDR/Civil/12-13/01  
DATED: 20.02.12

Cost : Rs. 500/- (Non - Refundable)

Sl.No. :

Issued to : \_\_\_\_\_

# INDEX

<b>Section</b>	<b>Description</b>	<b>Page No.</b>
Section - I	Bid Reference	3
Section - II	Invitation to bid	4
Section-III	Instruction to Bidders	5 -11
Section-IV	Terms & conditions of contract	12 -18
Section - V	Technical Bid Form	19-20
Section-VI	Financial Bid Form	21
<i>Annexure – 1</i>	Profile of the Organization	22
<i>Annexure – 2</i>	Certificate (None of relative is working in NPTI (NR)	23
<i>Annexure – 3</i>	Letter of Authorization for attending bid opening	24

# NATIONAL POWER TRAINING INSTITUTE

(Under ministry of Power, Govt. of India)  
NPTI(NR), Badarpur, New Delhi- 44

## SECTION - I

### DOMESTIC COMPETITIVE BIDDING

(Through call of open Tenders)

TENDER NO. 7(1)/NPTI(NR)/BDR/CIVIL/2012-13/01 Dated :20.02.2012

Name of Work	ANNUAL REPAIR & MTCE. OF CIVIL WORKS-
ESTIMATED VALUE OF CONTRACT	18,00,000/-
EARNEST MONEY DEPOSIT	36,000/-
PERIOD OF SALE OF BID DOCUMENT	20.02.2012 to 20.03.2012
LAST DATE & TIME OF RECEIPT OF BID	20.03.2012 upto 13.00 Hrs.
TIME & DATE OF OPENING OF BID	20.03.2012 at 15.30 Hrs
PLACE OF OPENING OF BID	CONFERENCE HALL IN INSTITUTE BUILDING NPTI, BADARPUR
THE TENDER DOCUMENTS CAN BE OBTAINED FROM	OFFICE OF JAO / NPTI(NR)/ BADARPUR
TENDER DOCUMENT CAN BE SUBMITTED AT	TENDER BOX KEPT AT OFFICE OF PD/NPTI(NR)/BADARPUR
TENDER ADDRESSED TO	THE PRINCIPAL DIRECTOR, NPTI(NR), BTPS COMPLEX, BADARPUR, DELHI-110 044

# NATIONAL POWER TRAINING INSTITUTE

(Under ministry of Power, Govt. of India)  
NPTI(NR), Badarpur, New Delhi- 44

## SECTION -II

### INVITATION FOR BID

**TENDER NO. 7(1)/Tech/NPTI/NR/CIVIL /2012-13/01**

**Dated : 20.02.2012**

National Power Training Institute (Northern Region), Badarpur, invites sealed bids through open Tenders under the two-bid system from reputed contractors for Annual Repair & Maintenance of Civil Works as specified in the bid document, for a period of one year for its Institute Building, Workshop, Academic Block, Annexe Bldg and hostels at N.P.T.I.(NR) complex, Badarpur Delhi-44. The Competent Authority of NPTI (NR) and the Successful bidder, by mutual consent may extend the contract for a further period of 12 months on the same terms and conditions.

2. The bid document can be obtained from the Junior Accounts Officer, NPTI (NR) at Institute building, NPTI, Badarpur Delhi-110044, from **20.02.12 to 20.03.12** between 11.00 am to 5.00 pm on working days on payment of Rs.500/- towards the cost of bid document, payable through demand draft drawn in favour of "NPTI, Badarpur" or by cash.

3. Sealed quotations along with Earnest Money Deposit (EMD) of **Rs.36,000/-** should be submitted to the office of the Deputy Director (I/C) at Institute Building, NPTI, Badarpurpur-110044 latest by **20.03.12** up to 13:00 hrs. The tenders will be opened at 15:00 hrs on the same day in the Conference Hall, Institute Building, NPTI, Badarpur.

4 The complete bidding document is available for viewing at our website:  
[www.nptidelhi.net](http://www.nptidelhi.net) [www.npti.in](http://www.npti.in) and <http://tender.gov.in>.

**PRINCIPAL DIRECTOR,**  
National Power Training Institute (NR)  
BADARPUR

SECTION-III  
INSTRUCTIONS TO BIDDERS

1. This Invitation for Bids is open to reputed agencies registered with Central/State Govt. Departments/PSUs other organizations & having prescribed experience in similar nature of civil works. Certificates of successful execution of the work orders received from different organizations should be enclosed duly self attested.
2. National Power Training Institute, Badarpur hereinafter will be referred to as the “NPTI” and the successful bidder shall be referred to as the “CONTRACTOR”
3. The Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding documents. Failure to furnish information required by the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will result in rejection of the bid.
4. The bidder is required to fill up the Profile of its Organization in the format given as per Annexure - 1 of the Bid Document.
5. At any time prior to the deadline for submission of bids, the N P T I may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by a written amendment. All prospective bidders who have given their mailing address at the time of obtaining the bid document, will be notified of the amendment, which will be binding. The amendment will also be available in the NPTI website [www.nptidelhi.net](http://www.nptidelhi.net)
6. In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.
7. The bid prepared by the Bidder, as well as all correspondence and documents shall be written in English language.
8. The bids are to be submitted in two parts in separate sealed envelopes, i.e., Technical Bid and Financial Bid.

9. The Technical Bid prepared by the bidder shall include the following:
- (a) Full particulars of organizations where the contractor has supplied such services in the current and two preceding financial years. (Self-attested copies of the relevant work orders to be enclosed). The bidders having experience of Civil Repair & Mtce. Works executed with Govt. Departments/Organizations /Enterprises /Large Limited Companies will be given preference. In such cases, Experience Certificate for satisfactory performance of services with Central/State/Undertaking /Govt. Autonomous Offices/Large Ltd. Companies during last three years
  - (b) Copy of the audited balance sheet, Profit and Loss Account of the bidder for the previous two financial years (2009-10 to 2010-11)
  - (c) A copy of PAN card.
  - (d) Copy of Sales Tax Registration Certificate / Service Tax Registration Certificate, if any.
  - (e) Information regarding any litigation, current or during the last five years in which the bidder was/is involved, the opposite party(s) and the disputed amount.
  - (f) Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).
  - (g) Details of support facilities to execute the order.
  - (h) Information regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved.
  - (i) Earnest Money Deposit (EMD) of **Rs.36,000/-** by demand draft drawn in favour of ‘NPTI Badarpur’
10. The Financial Bid shall comprise the price component for all the services indicated in the Section-III of the bid document. The price quoted by the bidders should include all applicable taxes, wherever applicable. The prices once accepted by the Purchaser shall remain valid till the currency of the contract. The Purchaser shall not entertain any increase in the prices during the period.
11. Prices shall be quoted in Indian rupees only.
12. Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13. In exceptional circumstances, the Purchaser may solicit the Bidder's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify the bid.
14. Sealing and Marking of Bids:
  - (a) The Technical Bid along with EMD instrument should be placed in one sealed envelope super scribed 'Technical Bid'. The Financial Bid should be kept in a separate sealed envelope super-scribed 'Financial Bid'. Both the envelopes should then be placed in one single, sealed envelope super-scribed 'Bid for Annual Repair & Mtce. of Civil Works for NPTI(NR) Badarpur.' and should be addressed to the Principal Director, National Power Training Institute, Northern Region , BTPS Complex, Badarpur, Delhi-110 044. The bidder's name, telephone number and complete mailing address should be indicated on the cover of the outer envelope.
  - (b) Both the inner envelopes super-scribed Technical Bid and Financial Bid should have the name and address of the bidder so that if required, they may be returned to the bidder without opening them.
  - (c) If the outer and inner envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
  - (d) If for any reason, it is found that the Technical Bid reveals the Financial Bid related details in any manner whatsoever, or, the Financial Bid is enclosed in the envelope super-scribed, "Technical Bid", the Bid document will be summarily rejected in the first instance itself.
  - (e) All the Bid documents submitted should be serially page numbered and contain the table of contents with page numbers.
15. Deadline for Submission of Bids:
  - (a) Bids must be received by the Purchaser at the address specified not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

- (b) The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in which case, all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- (c) Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser in the bid document will be rejected and returned unopened.

16. Modifications and Withdrawal of Bids:

- (a) The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- (b) The Bidder's modification or withdrawal notice shall be prepared, marked and dispatched in a sealed envelope. A withdrawal notice should be through a signed confirmation by the bidder. The Purchaser should receive it before the deadline for submission of bids.
- (c) Bid withdrawn in the intervening period of the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form will result in the Bidder's forfeiture of its EMD.

17. Opening and Evaluation of Technical Bids:

- (a) The Tender Committee appointed by the NPTI will open all Technical Bids in the first instance on the scheduled date, time & venue.
- (b) During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and response shall be in writing.
- (c) No bidder shall contact the Purchaser on any matter relating to its bid from the time of the bid opening to the time the purchase order is placed. If the Bidder wishes to bring additional information to the notice of the Purchaser it should be done in writing. However, all bidders are strongly advised to furnish all material information in the bid itself.
- (d) Any effort by a Bidder to influence the NPTI in its decisions on bid evaluation, bid comparison or purchase order decision will result in rejection of the bid.



- (e) After the evaluation of the Technical Bids, the Financial Bids will be opened on the third day of opening of technical bid.

18. Opening and evaluation of Financial Bids:

- (a) NPTI will open the Financial Bids of Bidders as specified above.
- (b) Arithmetical errors will be rectified on the following basis:- If there is a discrepancy between words and figures, the higher of the two shall be taken as the bid price. If there is any other discrepancy, the figure leading to the determination of the higher amount shall be adopted. If the bidder does not accept the correction of errors, as aforesaid, its bid will be rejected.

19. Payment terms.

The NPTI shall make the contract payment as per the payment schedule mentioned below:

- (a) Monthly bills submitted in duplicate by the Contractor for the Annual Repair & Civil Mtce. Works executed in the preceding month, shall be paid after submission of bills complete in all respects. No advance payments shall be made. The Payment of the works will be released after satisfactory completion of the works for which the Contractor shall maintain records of the works in a work diary / work register.
- (b) If the performance of the Contractor is not found satisfactory the competent authority of NPTI shall have power to terminate or rescind the contract. Upon such termination or rescission, the security of the contractor shall be liable to be forfeited & shall be absolutely at the disposal of NPTI.
- (c) If at any time during currency of JOB, the SCOPE OF WORK for which this job has been awarded is reduced/abandoned, the payment / value of this job order shall be reduced on pro-rata basis by the NPTI and would be binding on the Contractor.
- (d) No escalation of price whatsoever would be allowed during the tendency of the contract.

20. The NPTI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or bidders of the grounds for the NPTI's action.

21. The NPTI will award the contract to the Bidder whose bid has been determined

to be the most responsive to the Bidding Document and who has offered the best-evaluated bid, within 30 days of the opening of the Financial Bid.

22. The “bidder” as used in this document shall mean the one who has signed the tender document forms. He may be either the Principal Officer or the duly authorized representative in which case, the bidder shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) shall, be furnished and signed by such representative or the Principal Officer.
23. The Bidder shall sign its bid with the exact name of the concern to which the contract is to be awarded.
24. The Bid document filed by the bidder shall be typed or written in indelible ink.
25. In case the Bid document submitted has deviations from the specifications or terms and conditions prescribed, the Bidder shall describe them in the Technical Bid covers separately and prominently (even though the deviations may not be material). It must be ensured that the price related deviations are not indicated in the Technical Bid cover in any manner. The Purchaser reserves the right to reject the bid having deviations from the prescribed terms and conditions.
26. It will be the sole responsibility of the bidder alone to execute the entire contract on its award.
27. Prior to the submission of Bid, the Bidder/authorized representative should personally inspect the NPTI Complex & facilities available at the NPTI’s premises at his own cost and under prior intimation. This is necessary to enable the bidder to gather all information so as to facilitate the bidder to accurately prepare the Bid after taking into consideration all the relevant factors. Submission of the bid will, therefore, be considered as meeting the requirements of having fully read and understood the tender document and the scope of work prescribed therein and expected from the Supplier/Contractor.
28. The contract shall be deemed to have been concluded to Badarpur for purposes and therefore, the Courts of India in Delhi will have exclusive jurisdiction to determine any unresolved dispute in relation this contract.
29. It will be mandatory for all the prospective bidders to bid for all the items specified in Section-V of the bid document.
30. The NPTI at its discretion may exercise an option to place order on the successful

tenderer to supply the services in part. The NPTI shall exercise this option not later than 30 days of the opening of the financial bid. The tenderer shall, at his option, agree to the above, in writing within 15 days of the written offer by the NPTI.

31. Making misleading or false representation in the bid document will lead to Disqualification of the Bidder at any stage.
32. Where the bid has been signed by the Authorized Representative on behalf of the concern, the bidder shall submit a certificate of authority and any other document consisting of adequate proof of the ability of the signatory to bind the bidder to the contract. (Purchaser may out rightly reject any bid, which has not supported by adequate proof of the signatory's authority).

Read and accepted.

Signature and stamp of  
Bidder or Authorized Signatory

## SECTION-IV

### TERMS & CONDITIONS OF CONTRACT

#### **Clause-(1)**

The Person(s) whose tender may be accepted ( here in after called for contractor) shall permit NPTI at the time of making any payment to him for work done and measured under the contract to deduct such sum at the rate of 10% of the gross value of the work done in each running bill as along with the amount of Earnest Money if any already deposited by the Contractor will amount to 10% of the cost of work put to lender subject to a maximum of Rs. 1 Lakh unless he /they has / have deposited the full amount of security deposit in cash or in the form of Government securities of fixed Deposit Receipt of Guarantee bonds of any scheduled bank or the State Bank of India In cash a fixed deposit receipts of any Bank is furnished by the Contractor to the NPTI as part of the security deposit and bank is furnished by the Contractor to the NPTI as part of the security deposit against the said fixed deposit receipt the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the NPTI to make good the deficit of such sum from the running bill as above mentioned.

Such deductions will be held by Government by way of Security Deposit. Provided always that the NPTI for this purpose shall be entitled to recover from the running bills at the rates mentioned above including earnest money, till the balance of the amount of security deposit is realized. All compensation or the other sums of money payable to the contractor under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from of fresh any sums which may be due to or may become due to the contractor by NPTI or any account whatsoever and in the event of his security Deposit being reduced by reason on any such deductions of sale at aforesaid, the contractor shall within 10 days make good in cash or guarantee bonds executed in favour of the NPTI or fixed deposit receipt tendered by the State Bank of India or by scheduled bank (in case of guarantee offered by scheduled banks, the amount shall be within the financial limits prescribed by the Reserve Bank of India) or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer – In-charge any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above the earnest money if deposited in cash at the time of tenders will be treated as part of the Security Deposit.

## **Clause (2)**

### **Time of Completion**

- a) The time allowed for the completion of entire work is 365 days from the date of stipulated date of start of work which commences 7<sup>th</sup> day from the date of issue of letter of Intent.
- b) The work shall through out the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to 1% of such small amount as the Principal Director (whose decision in writing shall be final), may decide on the amount of the estimated cost of the whole work as shown in the tender for every day that the work remains in progress during the execution for the work the contractor shall be bound in all cases in which the time allowed as per the time schedule submitted by the contractor is followed. The Contractor shall comply with the said time schedule In the event of the contractor failing as to comply with this condition, he shall be liable to pay as compensation on amount equal to one percent or such small amount as the Principal Director (whose decision in writing shall be final) may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provision of this clauses shall not exceed 10% of the estimated cost of the work as shown in the tender.
- c) If the agency fails to take up the work within stipulated period from the date of issue of letter of Intent the earnest money deposited by the agency will be forfeited without giving any further notice and the work awarded to other agency.
- d) In the case of the work is delayed by the agency excepting reasons which are beyond the control like natural calamities etc. the contract will be terminated and the work will be executed at the risk and cost of the contractor.

## **Clause (3)**

The Engineer-in-charge may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract to any of the following case.

- i) If the contractor having been given by the Engineer in-charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkman like manner shall do it to comply with the requirement of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer In-charge (which shall be final and binding) he will be unable to secure completion of the work the date for completion or he has already failed to complete the work by that date.

- ii) If the contractor commits breach of any of the terms and conditions of this contract, the contractor has made himself liable for action under any of the case aforesaid the Engineer In-charge on behalf of NPTI shall have power: -
- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor or under the hand of the Engineer In-charge shall be conclusive evidence) upon such determination or rescission the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of NPTI.
- b) To execute the left out work departmentally at the risk and cost of contractor through another outside agency in which case any expenses which may incurred in excess o the sum which would have bee paid to the original contractor of the work had been executed by him of the amount (of which excess the Certificate in writing of the Engineer In-charge shall be final and conclusive) shall be born and paid by the original contractor and may be deducted from the agency due to him.

In the event of any one or more of the above course being adopted by the Engineer In-charge the Contractor shall not claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered in to any engagement or made any advance on account or with a view to the execution of the work or the performance of contract. And in case action is taken under the any of the provision aforesaid the contractor shall not be entitled to recover or be paid sum for any work thereof or actually performed under this contract unless and until the Engineer In-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

#### **Clause (4)**

The Engineer In-charge after giving notice in writing to the contractor take possession of (or at the sole discretion of Engineer In-charge which shall be final) use as on hire (the amount of the hire money being also in the final determination of the Engineer In-charge) all or any tools plant materials and stores in or upon the works or the site thereof belonging to the contractor or procured by the contractor and intended to be used for the execution of the works any part thereof paying or allowing for the same in account at the contractor rates or in the case of these not being application at current market rate to be certified by the engineer In-charge whose certificate thereof shall be final otherwise the Engineer Incharge by notice in writing may order the contractor or their authorized agent to remove such tools, plants, materials or store from the premises within the specified time, In the case of contractor failing to comply with any such requisition the Engineer In-charge may remove them at the contractor expense or sell them by auction or private sale on account of the contractor and expenses of any such sale shall be final and conclusive against the contractor.

**Clause (5)**

If the contractor shall desire an extension of time for completion of the work on the grounds of his having been un-avoidably hindered in its execution or any other ground he shall apply in writing to the Engineer In-charge within 15 days of the date of hindrance on account which he desire such extension as aforesaid. The Engineer In-charge at his discretion shall decide such extension whose decision shall be final and binding.

**Clause (6)**

On completion of work the contractor shall furnish final completion drawings in three copies as per the actual work executed at site before submission of final bill wherever required.

**Clause (6-A)**

On completion of work the contractor have to clear the site free from unwanted materials, other tools and plants etc. within seven days from the date of completion failing which the work will be executed by NPTI at the risk & cost of the contractor.

**Clause (7)**

The contractor has to submit the running bill during the progress of work however in the absence of detailed measurement the percentage decided by the Site Engineer or Engineer In-charge shall be paid on assessment of actual work completed.

**Clause (8)**

**Stores supplied by NPTI**

No materials shall be supplied by the NPTI and therefore the contractor has to arrange all materials, equipments required for successful completion. However, whenever materials issued by NPTI the item of work so executed shall be payable excluding in cost such materials issued to the agency.

**Clause (9)**

The Engineer In-charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specification and in case of default the Engineer In-charge shall be at liberty to employ other person to remove the same without being answerable or accountable at any loss or damage that may happen or advise to such materials.

The Engineer In-charge shall also have full powers to require other proper material to be substituted thereof and in case of default the Engineer In-charge may cause the same to be supplied and all costs which may attend such removal and substitution to be borne by the contractor.

**Clause (10)**

No escalation on materials and labour on work under this contract is payable to the contractor.

**Clause (11)**

The contractor shall treat all materials obtained during dismantling as Government property and shall be handed over to NPTI.

**Clause (12)**

Tender rates are inclusive of all taxes and levies payable under the respective states and nothing extra shall be payable on any account.

**Clause (13)**

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly fully and faithfully to the design / drawings and instruction in writing in respect of the work signed by the Engineer In-charge and the contractor.

**Clause (14)**

**Alterations in specifications and drawings**

No alteration in specification and drawing approved by the NPTI is allowed on any account unless otherwise it is asked to in writing by engineer in charge of work to do so. However, any work which is essential but not inducted in the schedule for the successful completion of work have to be executed by the contractor.

**Clause (15)**

If it shall appear to the Engineer In charge or his authorized subordinate in charge of the work that any work has been executed the unsound imperfect or unskillful workman ship or with materials of any inferior description or that any material or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract the contractor shall on demand in writing which shall be made within 6 months/ one year of the completion of work from the Engineer In charge specifying the work materials or articles completed of not withstanding that the same may have been passed, certified and paid forth with rectify or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be remove the material or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the even of his failing to do so within a period to be specified by the Engineer In charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the estimated amount put to tender for every day not exceeding 10 days while his failure to do so shall continue and in the case any such failure the Engineer In-charge may rectify or remove and re-execute in work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses in all respect of the contractor.



**Clause (16)**

All work under or in course of execution or executed in pursuance of the contract shall at all time be open to the inspect and supervision of the engineer and his authorized subordinate.

**Clause (17)**

The contractor shall give not less than 7 days notice in writing to the engineer in charge of work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured before the same is so covered.

**Clause (18)**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working or premises, the same shall be rectified by the contractor within seven days from the date of receipt of letter from the department. In case or it is not attended within seven days the engineer In-charge at his discretion can fix the cost of damage etc. and recover the same from contractor bill or security deposit.

**Clause (19)**

The contractor shall provide at his own cost all materials, plant, tools, Appliances, Implements, ladder, cordage, tackle, scaffolding and temporary work requisite required for the proper execution of work and nothing shall be supplied by the department.

**Clause (20)**

The contractor have to follow all the labour law including workmans compensation Act 1923, Contract labour (Regulation and Abolition) Act, 1970 and minimum wages Act, 1948 and Minimum wages Control Rule, 1950 and shall also comply with payment of wages act 1948 employees Liability Act, 1938 Industrial Dispute Act, 1947 and Maternity benefits act 1961 & all these acts as amended time to time.

The regulations aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.

**Clause (21)**

The Engineer In charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors employ upon the work who may be incompetent or mis – conduct lion-sef and the contractor shall comply forthwith such requirement.

**Clause (22)**

It shall be responsibility of the Contractor to see the place a free from all materials and not occupied by anybody unauthorized during construction and to hand over to the Engineer In charge vacant possession of complete premise.

**Clause (23)**

The contractor shall not be allowed to or sublet without the written approval of the Engineer In charge.

**Clause (24)**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect by the 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.

**Clause (25)**

In case of any class of work for which there is no such specification such work shall be carried out in accordance with the distinct specification and in the event of there being no distinct specification therein such case the work shall be carried out in all respect in accordance with instructions and requirements of the Engineer In charge.

**Clause (26)**

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor the Engineer In-charge of NPTI shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from

the security if any deposited by the contractor and for the purpose aforesaid the Engineer In-charge or NPTI shall be entitled to with hold the security.

**Clause (27)**

Before starting the work the contractor shall submit the week wise completion schedule and will firmly adhere to it through out then work. If required by NPTI, contractor will have to complete and hand over the work in phased manner.

**Clause (28)**

Contractor shall maintain site order book and follow instructions of NPTI officers in total.

**Clause (29)**

Contractor shall get tested all the material from recognized laboratories as per CPWD procedures or as directed by the Engineer In-charge.

Signature of Contractor  
(With Seal)

PRINCIPAL DIRECTOR

**SECTION-V**  
**TENDER FORM**  
**(Technical Bid)**

(On the letter head of the concern submitting the bid )

The Principal Director,  
National Power Training Institute,  
BTPS Complex, Badarpur  
Delhi – 110 044

Ref.: Tender No 7(1)/Tech./NPTI(NR)/BDR/Civil/2012-13/01 dated: 20.02.12

Sir,

I/We hereby undertake to provide the Annual Repair, Maintenance and routine maintenance of Civil Works of NPTI (NR) complex as specified in the Bid/tender document and agree to hold this offer open for a period of 90 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

- I/we have understood the Instructions to Bidders and Terms and Conditions of Contract as enclosed with the invitation to the tender and have thoroughly examined the specifications of services to be rendered and am/are fully aware of the nature of the services to be rendered and my/our offer is to supply the services strictly in accordance with the requirements.
- A crossed Bank Draft in favour of the N.P.T.I, Badarpur, Delhi for **Rs.36,000/-**(Rupees Thirty six Thousand only) as Earnest Money Deposit is enclosed. The Draft is drawn on SBI Bank payable at Badarpur, New Delhi-110044

Certified that the bidder is:

- A sole proprietorship firm and the person signing the bid documents is the sole proprietor/constituted attorney of the sole proprietor.
- Or
- A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.
- Or
- A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).

- Certified that I/we have the experience of more than \_\_\_\_\_ years in providing general

cleaning of buildings and related works. Certified copies of at least one work-order pertaining to each of the last two years are enclosed with this bid.

- A detailed profile of the organization as filled in as prescribed in the Annexure –1 of the bid document is enclosed with this bid. Other details required to be submitted with this bid as per the bid document are also enclosed as follows:

- (a) Full particulars of Govt. organizations, where the Contractor has carried out **Annual Repair Maintenance & Routine Mtc. Of Civil works** for a period of two years, for a value not less than Rs. **15,00,000/-** in a single tender. (Self-attested copies of the relevant work orders are to be enclosed).
- (b) Copy of registration particulars with Central/State Govt. departments / Undertakings / Govt. Autonomous bodies for house keeping /cleaning services.
- (c) Copy of the audited balance sheet, Profit and Loss Account of the bidder for the previous two financial years (**2009-10 & 2010-11**) or Income tax return particulars for previous two financial years (**2009-10 & 2010-11**)
- (d) A copy of PAN card.
- (e) Copy of Valid Registration Certificate of firm, EPF registration particulars, Sales Tax Registration Certificate / Service Tax Registration Certificate, if any.
- (f) Information regarding any litigation, current or during the last five years in which the bidder was/is involved, the opposite party(s) and the disputed amount.
- (g) Details regarding any work order that was abandoned at any stage, prematurely terminated or resulted in inordinate delay along with reasons for the same (copies of relevant documents to be enclosed).
- (h) Details of support facilities to execute the order.
- (i) Information regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is/ was involved.
- (j) Earnest Money Deposit (EMD) of Rs. **36,000/-** by demand draft drawn in favour of ‘NPTI Badarpur’

- We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding order between us.

Yours faithfully,

(Signature of bidder)

Dated this \_\_\_\_\_ day of \_\_\_\_\_ of 2012

Telephone: \_\_\_\_\_

Address \_\_\_\_\_

FAX \_\_\_\_\_

E-mail \_\_\_\_\_



# SECTION-VI

## TENDER FORM

### (Financial Bid)

(On the letter head of the concern submitting the bid document)

The Principal Director,  
National Power Training Institute,  
BTPS Complex, Badarpur, Delhi- 110 044.

Ref.: Tender No. 7(1)/Tech./NPTI(NR)/BDR/Civil/12-13/01 Dated:20.02.12

Sir,

Having examined the bidding documents and having submitted the technical bid for the same, we, undersigned, hereby submit the Financial Bid for the annual repair and maintenance of civil work of NPTI (NR) complex as per the invitation for this and in conformity with the said bidding document at the prices and rates mentioned in the enclosed offer.

The Price quoted by us for the scope of work detailed in Section V of the bid document is as below:

#### Schedule of Quantities

Name of Work Annual repair & Maintenance of Civil Works of NPTI(NR) at Badarpur, New Delhi - 44

Sr. no.	Items of work	Estimated cost	Percentage	Amount	Remarks
1	Schedule Items of DSR-2012 (rate to be quoted in percentage)	12,00,000/-	.....% above/below (Schedule Items of DSR-2012)		
2	Non-schedule items of work/supply based on approved market rate analysis (rate to be quoted in percentage)	4,00,000/-	.....% above/below (Non-schedule items of work/supply based on approved market rate analysis)		
3	Supply of labor over local approved rate of labor commissioner (rate to be quoted in percentage at par/above)	2,00,000/-	..... % at par/above (Supply of labor over local approved rate of labor commissioner )		
	Part B Total Rs.				

Grand Total Rs.....

I/we agree to execute the above said work at the rate of cost of Rs. ....  
(Rupees .....) )

(Signature of contractor with seal)

**Committee members**

**ANNEXURE-1**  
**PROFILE OF ORGANIZATION**

1. Name of concern :
2. Status of the concern : Proprietor / Partnership / Private /  
(support with documents) Govt. / Others (Specify)
- 
3. Postal Address :
4. Telephone :
5. Fax :
6. E-mail :
7. Web site :
8. Year of Establishment :
9. Activities/Services Offered :
10. PAN Allotted by IT Deptt. :
11. Returned Income for preceding  
three Financial Years : **FY 2008-09** \_\_\_\_\_  
: **FY 2009-10** \_\_\_\_\_  
: **FY 2010-11** \_\_\_\_\_
12. Name of the Head of the  
Organization/Managing Director

Date:

Place

Signature of Authorized Signatory

ANNEXURE -2  
CERTIFICATE

(None of relative is working in NPTI)

I..... S/o Shri.....  
r/o..... hereby, certify that none  
of my relative (s) is / are employed in NPTI. In case at any stage, it is found that the information given by me (us)  
is false / incorrect, The Principal Director, NPTI., Badarpur shall have the absolute right to take any action as deemed  
fit without any prior intimation to me (us).

Signature:...

Date :

Place:

Name: .....

Address: .....  
.....

Phone No .....



## ANNEXURE - 3

### LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach Principal Director, NPTI, Badarpur before the date of bid opening)

To,

The Principal Director,  
National Power Training Institute,  
BTPS Complex, Badarpur, Delhi-110 044.

Subject: Authorization for attending bid opening on **20/03/2012**  
(date) in the tender of “General cleaning of buildings and roads of NPTI (NR) complex”

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_ (Bidder) in order of preference given below.

Order of preference		
I		
II		
Alternate Representative		

Signature of bidder

Or

Officer authorized to sign the Bid Documents on behalf of the Bidder.

Note:

1. Maximum 2 (Two) representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed is not received.

