

EPABX: 91-11-2651 1793, 2685 4922,
2685 4929, 2651 7830
Fax: 0091-11-2651 7834, 2656 8227
Website: www.nitrd.nic.in
Email: sa-nitrd@nic.in

National Institute of Tuberculosis and Respiratory Diseases
(Autonomous Institute under the Ministry of Health & Family Welfare, Government of India)
Sri Aurobindo Marg, Near Qutub Minar, New Delhi 110030

TENDER NOTICE

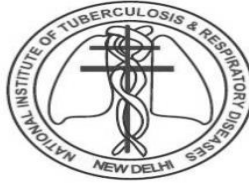
Ref. No. NITRD/Ten. /2021/

Sealed Item Rate tender in two separate bids **a) Technical bids, b) Financial bid** are invited from reputed specialized Agencies for the following works/ services. The Tender forms containing detailed terms and conditions can be obtained from Account Section of this Institute on payment of **Rs. 500/-** (non refundable) in cash for each from **06/09/2021 to 27/09/2021** between **10.00 am to 3.00 pm** on all working days and up to 12.00 noon on **Saturday**. The tender should be put in tender box marked Estate Dept. kept in Procurement Cell by **2.00 PM** on **28/09/2021** along with requisite **EMD** as mentioned in tender document. The tenders will be **opened at 2.30 PM** on the same day in **Procurement Cell**. One representative of the bidder in possession of admit card as in tender can attend the tender opening.

S.No.	Name of work	EMD in Rs.	Period of Contract
1	Annual Rate Contract (Comprehensive) for the RO System of different capacities located at various sections in the institute for year 2021-22.	11,772/-	One year

The undersigned reserves the right of rejecting or accepting any tender without assigning any reason at any stage. The Tender Notice is also available on Institute's Web-site www.nitrd..nic.in

(Director)



National Institute of Tuberculosis and Respiratory Diseases

(Autonomous Institute under the Ministry of Health & Family Welfare, Government of India)
Sri Aurobindo Marg, Near Qutub Minar, New Delhi 110030

NOTICE INVITING TENDER

National Institute of TB & Respiratory Diseases, New Delhi, invites sealed tenders in two bid system from the contractors/firms for the following works.

S.No.	Name of work	EMD in Rs.	Period of Contract
1.	Annual Rate Contract (Comprehensive) for the RO System of different capacities located at various sections in the institute for year 2021-22.	11,772/-	One year

FORM OF BID

Name of work: - Annual Rate Contract (Comprehensive) for the RO System of different capacities located at various sections in the institute for year 2021-22.

S.No.	Name of work.	Rate	Amount
1	Annual Rate Contract (Comprehensive) for the RO System of different capacities located at various sections in the institute for year 2021-22		

1. (In Figures) _____

2. (In words) _____

TECHNICAL BID

1. The Tender is to be deposited in the tender box marked “**Estate Committee**” kept in the procurement cell.
2. The tender will be on a two bid system 1) Technical Bid 2) Financial Bid. Please ensure that the E.M.D. (as per instructions given below), Technical Bid, Financial Bid is submitted in three different sealed envelopes and these should be put in an outer envelope super scribed with tender no. Date of opening and item name. If EMD is not submitted then the technical bid & financial will not be considered.
3. **Earnest money of Rs. 11,772/-** is to be deposited, in shape of demand draft drawn in favour of Director, National Institute of TB & Respiratory Diseases, New Delhi-110030. This must be placed as per clause 2 above without which tender quotation **WILL BE SIMILARLY REJECTED. Any EMD previously deposited with the institute shall not be considered for this Tender.**
4. **If agency registered as MSME then they are exempted from EMD only and related paper of same must be enclosed with tender.**
5. The validity of bid will be 90 days from date of opening and the rates will be valid for 1 year from the date of execution of Agreement.
6. Tenderer should submit: -
 - a. Certificate for Enlistment work in C.P.W.D./MES/Autonomous Body etc. or similar type work done in Govt. Department in last three years.
 - b. Affidavit that the company has not been blacklisted any time for quoting and supplying for the items in schedule by any government organization affidavit should be on non-judicial stamp paper of Rs. 10 & attested by Notary Public/ Oath commissioner.
 - c. The copy of valid Last ITR as applicable.
 - d. **Contractor must be registered for EPF, ESI and documents for the same must be submitted during the tender.**
 - e. GST registration No.
 - f. The documentary proof of similar works done in last three years with one work of minimum Rs 5.8 Lakh or two works of Rs 2.9 Lakheach in one year. (**Performance Certificate to be enclosed**).

Note: In case the above documents are not submitted at the time of tender opening as a part of the technical bid, they will not be asked for separately and tender may be rejected summarily.

7. No figures or words should be overwritten. Overwriting will disqualify the tender. All the pages of the tender should be signed and numbered serially.
8. GST taxes applicable, if extra to be charged should be distinctly shown along with the price quoted. Where this is not done, no claim for such taxes will be entertained at any later stage in any case.

9. The contractor may visit the site & see the condition of existing equipment before quoting the rate for repair of equipment separately.
10. The successful tenderer has to execute an agreement of contract with the Institute on a Non-judicial stamp paper of Rs. 100/- containing the terms and conditions as finalized by the Institute as per annexure.
11. The successful tenderer will have to submit Performance Guarantee of 3% of contract value in form of DD for favouring The Director, National Institute of TB & Respiratory Diseases, New Delhi. This will be released after 60 days of satisfactory completion of contract period.
12. Director, National Institute of TB and Respiratory Diseases holds the right to reject all/ any tender without assigning any reason.
13. **Performance Security** – 3% of contract value will be deposited within seven days before starting the work.
14. During the service of contract any damage done to the property of the Institute shall be repaired by the contractor at his cost.
15. **Arbitration**
 - a. This contract falls under the jurisdiction of Delhi courts all disputes and other connected matters with the company are to be settled in Delhi.
 - b. In the event of any dispute arising out of this agreement of breach of any condition the matter would be resolved by head of the concerned department and representative of Company. In case, if it is not resolved, the matter would be resolved by the Director of the Institute and the Director of the Company.
16. **Verification:** All the Clause of C.P.W.D regarding Insurance / Compensation Penalty will be adhered by the contractor.
17. Having examined the Conditions of Contract, above named works we, the undersigned, offer to execute and complete such works and remedy any defects therein in conformity with the Conditions of Contract.
18. As specified in the Appendix to Bid or such other sums as many be ascertained in accordance with the said Conditions.
19. We acknowledge that the Appendix forms part of Bid.
20. We undertake, if our Bid is accepted, to commence the works within 07 days after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Bid.
21. We agree to abide by this Bid for the period of 90 days from the date fixed for receiving the same, and shall remain binding upon us and may be accepted at any time before the expiration of that period.
22. We agree to treat the tender documents, drawings and other records connected with the works as secret and confidential documents and shall not communicate information described therein to any person other than the person authorised by you, or use the information in any manner prejudicial to the safety of the works.

23. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
24. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____ duly

Authorised to sign Bid for and on behalf of _____

Address _____

Witness _____

Address _____

Occupation _____

National Institute of Tuberculosis and Respiratory Diseases
(Autonomous Institute under the Ministry of Health & Family Welfare, Government of India)
Sri Aurobindo Marg (Near Qutub Minar), NEW DELHI – 110030

Scope of work

1. The scope of work is to carry out all the maintenance and breakdown works of the RO systems of different capacities installed at various locations in the institute as per Annex-A.
2. This is a comprehensive maintenance contract and hence contractor has to carry out all the maintenance and breakdown work by deploying their technician including all spares as required keeping the units in working order.
3. The equipment's covered under this contract shall be repaired/ rectified as and when the same is reported out of order. This shall include supply and replacement defective equipment's electronic/ electrical parts, accessories/ consumables, labour charges complete in all respect.
4. The RO water purifier has to be kept in working condition at all times during the currency of the contract. The contractor has to provide quarterly services throughout the contract as per direction of Engineer-In-Charge.
5. All material to be shown to supervisor/Engineer In charge before replacement and old replaced parts will be the property of the contractor.
6. Only qualified and experienced technicians whose character have already been verified, will be deputed to attend the work from 9.00 AM to 4.00 PM on all working days and on call during Sundays/holidays as and when required.
7. The period will be reckoned from the time of lodging the complaint by telephone/complaint form/fax/letter, etc.
8. All service request/ calls for repair work must be attended within 24 hours of the complaint being lodged. There should be adequate number of Telephone lines for lodging of service requests. If the CMC Provider firm failed to attend the calls within 24 hours, this Department reserves the right to get the work done by other firms and deduct such expenses from the CMC charges. In the case of exceptional and repeated delays, poor services, fault, break down, etc, this office reserves the right to deduct such costs as deemed to be necessary by way of damages and may also cancel the CMC unilaterally.
9. This is Annual Rate Contract hence agency has to quote for single unit in price rate. The agency has to quote for different capacity of RO system (Annex-A). however, the payment will be made on actual number of RO system handed over and maintained by the agency during the contract period.
10. Contractors should follow all safety norms and provide necessary safety equipment's at their own cost. In case of any accident during the operation/ maintenance of the equipment leading to injuries / loss of life of human being's or damage to equipment, the contractor shall be fully responsible for setting all claims and indemnify the department against any claims arising out of such accidents. Consequent damages to other systems will however be recoverable from the contractor. Earth connection to be checked periodically as per the safety norms.

11. The staff required to work in the workshop/field is to be on the pay roll of contractor. The security and safe working of the staff will be the contractor's responsibility and the department will not pay any compensation whatsoever to the contractor or to their employees in case the said staff meeting with any unfortunate incident which may cause damage of any kind. And it will be of contractor's responsibility and no compensation of whatsoever kind will be paid to the contractor or to their staff by the department.
12. The firm will keep sufficient stock of essential spare parts in their ready stock for replacement of defective/worn out parts expeditiously. The company further ensure that the equipment is not down for any want of spare parts.
13. The contractor should adopt standard methods of working. In case of any damage to nearby part/equipment/system due to the fault of contractor, appropriate amount will be recovered from his bill.
14. NITRD. reserves the right of including or excluding any number of units into/ from the contract in any time.
15. Sub-standard workmanship will not be accepted and shall be rectified at Contractor's own risk & cost to the satisfaction of Competent Authority.
16. The agency shall furnish the name of technicians and members of staff who will be engaged in this work with details of their working experience.
17. The agency shall insure at his own cost, all the personnel, materials, tools, jigs, spare, and during transit from his factory/office to site as well as during storage at site till the contract is in force.
18. No security will be provided by the department for the equipment's, tools, jigs, spares etc. brought inside NITRD by the Contractor, or issued to the contractor and the contractor will be required to make his own arrangements for the security of such materials.
19. The equipment's covered under this contract belonging to this department taken by the contractor to the site workshop/repair shop unless installed back in position will be under the custody of contractor for security. Any damages etc. of whatsoever nature will be contractor's responsibility.
20. During the period of contract, the contractors and their staff will have to follow departmental security rules and in the event of dispute, the decision of the department will be final and binding.
21. Loss of Equipment: Any equipment/unit if lost while in the custody of the contractor or damaged for any reasons, the contractor will be liable to pay the full cost of the equipment at current market rate, prevailing at that time.
22. NITRD will not supply any tool / equipment, except power and water supply for any work. The contractor shall get approval of each completed work from NITRD supervisor / engineer.
23. Notwithstanding as to what is specifically stated in the specifications, the contractor has to attend all the work/s that is/are required to be carried out to ensure proper performance of all equipment's.

24. As the work may need to be executed in a restricted area, the contractor should strictly observe all safety, security and labour regulations. The contractor shall be responsible for the proper behaviour of the staff deputed by him, and also for any breach of security regulations, thefts, sabotaged.
25. In case of major breakdown or fault occurred, it will be attended by the company within 24 Hours. However, the company shall not be liable for delay in performance due to cause beyond its control or acts of civil or military Authority, strikes or labour disturbance, floods, Epidemic or war.

Not included

Any Modification works.

Transportation of Workman & Materials

1. No transport facility will be provided for transportation of men and material from outside to NITRD.
2. The Contractor should make the transport arrangements for the staff as well as for the materials and equipment's/components needed to carry out maintenance/repair including those required for dismantling/ shifting of unit from user's locations to their workshop and back.

Handling of Equipment

The contractor shall be entirely responsible for handling of equipment while dismantling and again installing the same including any damage or loss of the components or equipment's as a whole during the repair work. Any damage or loss is to be replaced by the contractor without additional cost to the department.

Record of Work

The contractor shall attend immediately to all intimations on telephone/by complaint form/by letter/ received from the users of NITRD in respect of unsatisfactory/inoperative working conditions of the equipment's without any extra charges and the same shall be attended within 24 hours of the date and time of receiving the call from the users of NITRD.

Survey

The bidders, before quoting for the job, should visit the site. The list of RO Systems with different capacities is available in the schedule. However, the bidder may see and check the other details before quoting the rates and consult with concern department of NITRD.

- a. The successful tenderer should immediately, before taking over the CMC contract, inspect all the units for performance. Wherever the contractor feels, that replacement/repairs to any of the components/parts of the unit is a must then he should specifically bring out such cases to the notice in writing. All such units will be jointly inspected by the contractor and the department's engineer. All the repairs will be carried out by the department and then handed over to the successful tenderer.
- b. Department reserves the right of including or excluding any number of RO Systems into/from the contract at any time.

- c. All the RO System in good working condition once handed over to the contractor for servicing and maintenance purpose has to be maintained and kept always in up to date conditions by the contractor. Whenever required or asked by the Engineer-in-charge/ Technical Services Division, the contractor has to repair/replace the defect components/parts immediately free of cost. At the end of contract period, the contractor has to hand over all RO Systems to the department in good working condition.

Routine Servicing

The purpose of the routine servicing is to recondition the equipment's and to minimize the breakdown of equipment's and for smooth functioning of machine. It should also be ensured that the routine servicing is carried out strictly within the scheduled time in order to stabilize the maximum availability of the operating equipment.

CAMC Period

1. The period of this contract is one year from the date of commencement.
2. Notwithstanding the stipulation in above paragraphs, the company shall be liable to attend any defect/ defect noticed/ pointed out during the maintenance period.

Payment Terms

Payment will be released on quarterly basis on receipt of satisfactory service report from the Engineer-In- charge & submission of bills.

Preventive Maintenance

The company shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, once in quarter on a working day of the Institute. The institute has the right to adjourn preventive maintenance from any schedule time to a date and time convenient to the institute.

Place for Equipment Repair

1. The place for minor repair or maintenance of equipment's will be respective user site in the Institute. In event of any major breakdown and if the repair cannot be carried out at the Institute premises, then the defect be got rectified at the Service Centre of the company. But, dismantling, packing forwarding and transportation charges, etc. if any would be borne by the company.
2. In case the equipment is down continuously for more than 48 hours then the Institute has the right to call third party for repairs at the risk and cost of the agency.

Price/Rate

1. The CMC charges agreed in the contract shall remain firm and shall not be subject to change on whatsoever reason till the completion of CMC period.
2. No escalation on account of any like in labour wages / fluctuations in rates of materials or any other reason shall be payable by the Institute.
3. The Govt. taxes shall be payable @applicable at the time of billing.

Penalty Clause

1. The complaints should be attended within 24 hours, if delayed a penalty of Rs. 100/- per day per unit will be applicable.

2. At least one month before the expiry of contract period the contractor shall again carry out the performance test of the all the units under the contract and ensure that upon expiry of the contract period the System is handed over through NITRD to the agency to whom work is awarded in good working condition and giving the proper performance, if found deficient same will be got repaired/rectified at the risk and cost of the contactor & payment will be deducted from the final bills/ security deposit.

Sub- Letting

The agency shall not assign the job or part of contract to any other company without the consents of the institute. Also, the institute shall not assign this agreement or any part thereof to outside company.

Liability and Indemnities

The agency must warrant that the equipment under CMC hereby do not violate or infringe any patent, trade secret, or other property right of any other person or other entity the company must indemnify institute from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of such rights.

Additional Terms and Conditions

The contractors should visit the site and acquaint themselves of the conditions existing, restrictions in movements/ working hour's security aspects, Condition of the all the machines to be maintain before quoting for the job. No complaint of loss of labour, items of work not included, scope of work variation etc. will be entertained in handling similar works and should attach copies of cases handled by them along with performance certificate.

Safety Code

1. The agency shall, arrange for all safety provisions to ensure safe and smooth working conditions for its workforce.
2. The Agency shall indemnify the National Institute TB from all encumbrances on this account.
3. Contractors should follow all safety norms and provide necessary safety equipment's at their own cost. In case of any accident during the operation/ maintenance of the equipment leading to injuries / loss of life of human being's or damage to equipment, the contractor shall be fully responsible for setting all claims and indemnify the department against any claims arising out of such accidents. Consequent damages to other systems will however be recoverable from the contractor. Earth connection to be checked periodically as per the safety norms.
4. Wherever equipment's covered under the contract & located at a higher height, it will be the contractor's responsibility to provide a safety arrangement for his staff for carrying out servicing/attending to repair to the equipment's etc.
5. Wherever the equipment's are covered under this contract is installed at higher heights the contractor should make arrangements so as to ensure that the member of his staff will not damage/cause any loss to the NITRD property in any way. In case any such damages are made, the contractor will be required to make up the losses in full.

Termination of Contract

National Institute TB reserves the right to terminate the contract either in part or in full. Designated authority shall in such an event give one month's Notice in writing to the Agency of his decision to do so. The agency upon receipt of such Notice shall discontinue the work accordingly. In the event of such termination, the Agency shall be paid for the actual job/time performed till the date specified in the Notice. In case the agency wants to stop service, it will have to give a notice of three months.

Force Majeure

If at any time, during the continuance of this contract performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war or hostility, act of public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrict, strike, lockouts or act of God, provided notice of happenings of any such eventuality is given by the either party to the other within 10 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performances. The contract may be resumed as soon as practicable after such event has ended or ceased to exist and the decision of Director, National Institute TB New Delhi shall be final.

National Institute of Tuberculosis and Respiratory Diseases
(Autonomous Institute under the Ministry of Health & Family Welfare, Government of India)
Sri Aurobindo Marg (Near Qutub Minar), NEW DELHI – 110030

Subject: - Annual Rate Contract (Comprehensive) for the RO System of different capacities located at various sections in the institute for year 2021-22.

Annexure-A

Details of RO Water purifier

S No	Item Description	Quantity
1	RO 100 LPH	23 Nos
2	RO 50 LPH	01 Nos
3	RO 25 LPH	03 Nos
4	Domestic RO	24 Nos

National Institute of Tuberculosis and Respiratory Diseases
(Autonomous Institute under the Ministry of Health & Family Welfare, Government of India)
Sri Aurobindo Marg (Near Qutub Minar), NEW DELHI – 110030

Subject: - Annual Rate Contract (Comprehensive) for the RO System of different capacities located at various sections in the institute for year 2021-22.

Price Bid

S.No.	Item Description	Qty.	Rate in figures & words.	Amount in figures & words
1.	Annual Rate Contract (Comprehensive) for the RO System of different capacities located at various sections in the institute including all consumable/ spares required for complete functional & operated as per below details: - a. RO 100 LPH b. RO 50 LPH c. RO 25 LPH d. Domestic RO	01 Nos 01 Nos 01 Nos 01 Nos		
	Total Amount			
	GST 18 % Extra			
	Grand Total			

(Total Amount in Figures) _____

(Total Amount in words) _____

The agency should mention the gross amount both in figures & words. There should be no cutting & overwriting.

Note: -

- a. Quantity mentioned above can increase/ decrease as per institute requirement.

CONTRACT DATA/APPENDIX TO TENDER

Important Clause	Remarks
The Engineer is:	AE (Civil)/JE (Electrical).
Amount of performance Security	3 % of the contract Price
Period of commencement From Engineer's order to Commence	After signing of Agreement.
Amount of Liquidated Damages	0.5% up to 10% of contract value
Period of Contract	One year
Place of Arbitration:	New Delhi
Appointing authority for Arbitrator	Director of NITRD