



भारतीय मानक ब्यूरो
BUREAU OF INDIAN STANDARDS

भारतीय मानक ब्यूरो, उत्तरी क्षेत्रीय प्रयोगशाला, मोहाली के लिए किराए के आधार पर 250 केवीए के डीजल जनरेटर सेट उपलब्ध कराने के लिए जनरेटर आपूर्तिकर्ता से निविदाएं आमंत्रित करता है

INVITES TENDERS

FROM
GENERATOR SUPPLIER FOR PROVIDING 250 KVA DG SET ON
RENTAL/HIRING BASIS FOR BUREAU OF INDIAN STANDARDS,
NORTHERN REGIONAL LABORATORY MOHALI

ई-निविदा प्रक्रिया के माध्यम से
THROUGH E-TENDERING PROCESS

द्वारा आमंत्रित:
प्रमुख, (उत्तर क्षेत्रीय प्रयोगशाला)
भारतीय मानक ब्यूरो (उ. क्षे. प्र.)
बी- 69, इण्डस्ट्रियल फोकल प्वाइंट
फेस -7 मोहाली – 160055 (पंजाब)
फोन -0172 : 4671026 ,4671027
ई मेल आईडी : nrol@bis.gov.in ; nroladmin@bis.gov.in

INVITED BY:

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निविदा आमंत्रण सूचना (एनआईटी)

NOTICE INVITING TENDER (NIT)

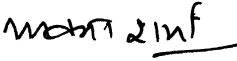
भारतीय मानक ब्यूरो, उत्तर क्षेत्रीय प्रयोगशाला, मोहाली के लिये किराये के आधार पर जेनरेटर सेट की सेवाएँ लेने हेतु किसी एजेंसी एवं फर्म से जिसका कार्यालय मोहाली, चण्डीगढ़ या पंचकूला में दो बोली प्रणाली के तहत ऑनलाइन बोलियां आमंत्रित करता है (तकनीकी और वित्तीय बोली)

Bureau of Indian Standards (Northern Regional Laboratory), Mohali invites online bids under two bid system (Technical and Financial Bid) from an Agency/Firm having its office in Mohali , Chandigarh or Panchkula for providing Generator Set Services on Rental/Hiring Basis.

1.	कार्य का नाम Name of the Work	भारतीय मानक ब्यूरो, उत्तरी क्षेत्रीय प्रयोगशाला, औद्योगिक फोकल प्वाइंट, फेज -7 मोहाली के लिए 250 केवीए डीजी सेट ऑटो इलेक्ट्रिक स्टार्ट और स्टॉप, पैनल बैटरी, बैटरी लीड और ईंधन टैंक आदि जैसे सभी सामानों के साथ (रविवार और छुट्टियों सहित सभी दिन) किराये पर लेने हेतु। Hiring Of 250 KVA DG Set With Auto Electric Start and Stop (all days including Sundays & Holidays) with all accessories like panel battery, battery lead and fuel tank etc. for Bureau of Indian Standards, Northern Regional Laboratory, Industrial Focal Point, Phase-7, Mohali.
2.	कार्य का ब्यौरा Scope of Work	अनुबंध की सामान्य शर्तों के अनुसार As per General Conditions of Contract
3.	कार्य पूर्ण होने का समय Time for Completion of work	पीओ की तारीख से 15 दिन 15 DAYS from the date of PO
4.	किराये पर लेने की अवधि Period of Hiring	(एक साल के लिये) कार्यान्वयन के आधार पर आगे की अवधि के लिये बढ़ाया जा सकता है। (For one year) may be extended for further period on the basis of performance
5.	ठेकेदार की योग्यता Eligibility of the contractor	Contractors/Firms with the following experience at least 2 years reckoned from the date of this tender notice. Experience of completed similar work for a capacity of : 1. One similar completed rental services of DG set minimum of 200KVA and above capacity. — The similar work means providing DG sets on Hire basis at any organization or companies. The minimum hiring period should be one year for each client. Experience certificate/satisfactory certificate from the client submitted as proof. Bidder should have office in Mohali/ Chandigarh or Panchkula. Proof to be submitted from the Bidder.
6.	वेबसाइट से डाउनलोड के लिए उपलब्ध निविदा दस्तावेज: Tender documents available for download from the websites:	BIS web site http://bis.gov.in (for reference only) and CPPP site https://eprocure.gov.in/eprocure/app

7.	उपरोक्त वेब साइट से डाउनलोड करने के लिए निविदा प्रकाशन और उपलब्धता तिथि Tender Publish & availability date for download from the above web site	From 17.8.2022 to 08.9.2022
8.	ऑनलाइन ई-निविदा जमा करने की अंतिम तिथि और समय Last date and time for submission of online e-tender at	08.9.2022 by 3.00 P.M.
9.	ई-निविदाएं खोलने की तिथि और समय: Date and Time of opening of e-Tenders:	09.9.2022 at 3.10 P.M.(IST).
10.	भुगतान की शर्तें Payment terms	i) कोई अग्रिम भुगतान नहीं। ii) माह की समाप्ति के बाद i) No advance payment. ii) Post monthly payment
11.	कर कटौती Tax Deduction	जैसा लागू हो As applicable
12.	बोलीदाता द्वारा उद्धृत किराया प्रभार Hire charges quoted by bidder	1. उद्धृत किराया प्रभारों में सभी सामग्रियों की लागत, लोडिंग, अनलोडिंग, परिवहन शुल्क, अपव्यय, सभी प्रकार के बीमा शुल्क, ओवरहेड्स, लाभ, वैधानिक खर्च, आकस्मिक शुल्क, रविवार सहित सभी दिनों में डीजी सेट के 24X7 ऑपरेशन शामिल ऑटो चेंजओवर होंगे। डीजी सेट की सफल स्थापना और संचालन को पूरा करने के लिए छुट्टियां और सभी संबंधित खर्च। 2. उद्धृत राशि के अलावा अतिरिक्त दावों पर विचार नहीं किया जाएगा। 3. उद्धृत दरें अनुबंध अवधि के पूरा होने के दौरान स्थिर रहेंगी 1. The Hire charges quoted shall include costs of all materials, loading, unloading, transport charges, wastage, all type of Insurance Charges, overheads, profit, statutory expenses, incidental charges, 24X7 Auto changeover operation of DG Set on all days including Sundays & Holidays and all related expenses to complete the successful installation and operation of the DG set. 2. Additional claims other than the quoted amount will not be entertained. 3. The quoted rates shall be firm throughout the completion of the contract period
13.	अपलोड किए जाने वाले दस्तावेजों की सूची Check list of documents to be uploaded	1. बोलीदाताओं को ब्यूरो द्वारा अपलोड किए गए अनुसार एनआईटी को पीडीएफ में अपलोड करना आवश्यक है। यह बोलीदाता द्वारा निविदा के नियमों और शर्तों के डिजिटल हस्ताक्षर को पूरा करेगा। 2. बोलीदाता के विवरण की स्कैन की गई प्रति - सभी पृष्ठों में विधिवत भरी हुई और हस्ताक्षरित। 3. पात्रता मानदंड को पूरा करने वाले अनुभव प्रमाण पत्र की स्कैन की गई प्रति। 1. Bidders are required to upload the NIT in PDF as uploaded by Bureau. This will satisfy digital signing of the terms and condition of the tender by the bidder. 2. Scanned copy of the Details of the Bidder – Duly

		filled in and signed in all the pages. 3. Scanned copy of the Experience certificate satisfying the eligibility criteria.
14.	साइट का पता Address of the Site:	भारतीय मानक ब्यूरो (उ. क्षे. प्र.) बी- 69, इण्डस्ट्रीयल फोकल प्वाइंट फेस -7 मोहाली – 160055 (पंजाब) BUREAU OF INDIAN STANDARDS Northern Regional Laboratory (NRL), B-69, Industrial Focal Point, Phase-VII, Mohali-160055 (Punjab)
15.	अधिकार Rights	ब्यूरो बिना कोई कारण बताए किसी या सभी बोलियों को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है, यहां तक कि बोलियां खोलने के बाद भी । BIS reserves the right to accept or reject any or all bids without assigning any reasons thereof, even after opening of the bids.


Head (NRL)

GENERAL CONDITIONS OF CONTRACT

INTERPRETATION

In constructing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

In this connection, the following terms shall be interpreted as indicated below:

- i. **'Bureau'** shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- ii. **"Bidder"** means an eligible entity/firm submitting the Bid in response to this tender.
- iii. **"Bid"** means the written reply or submission of response to this Tender.
- iv. **"The Contract"** means the agreement entered into between the Bureau and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **"Vendor/Contractor"** is the successful Bidder to whom the work has been awarded
- vi. **"The Contract Price"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- vii. **"The Equipment/Product"** means all the component which the Vendor is required to supply to the Bureau under the Contract.
- viii. **"The Works/Project"** shall mean the works to be executed or done under this contract.
- ix. **"The Project Site"** means location where the DG set is to be provided.
- x. **"The BOQ"** shall mean the schedule of quantities as specified and forming part of this contract.

Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice versa where the Context requires.

1.0 SCOPE OF WORK

- 1.1 Providing the DG set as specified in this tender
- 1.2 Operate the DG set as per Bureau 's requirements, 250 KVA DG Set With Auto Electric Start and Stop all days including Sundays & Holidays) with all accessories like panel battery, battery lead and fuel tank etc.
- 1.3 Arrangement for bringing diesel and top up the fuel in the DG set
- 1.4 Maintain the DG set as per OEM recommendation and ensure minimum breakdowns
- 1.5 **If the site condition requires, suitable size bed for the DG set provision, the same shall be provided by the Contractor within the scope of this contract at his cost and responsibility.**
- 1.6 **Suitable size cable from the Changeover switch to the DG set, cable terminations, Neutral Earthing, Body earthing and their connections etc as required are also within the scope of the contract and no separate payment will be made for the same.**

1.7 Wherever required, NOC for installation and operating the DG set shall be obtained from the respective regulatory authority as per local requirements.

2.0 SITE AND ITS LOCATION

The proposed work is to be carried out at the site whose address is given in the NIT.

3.0 BID DOCUMENTS

3.1 The work has to be carried out strictly according to the conditions stipulated in Bid consisting the following documents and in the most workman like manner,

- NIT
- General Conditions of Contract
- Price Bid

3.2 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below :

- Price Bid
- General Conditions of Contract

3.3 Tender documents may be downloaded from BIS web site <http://bis.gov.in> (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>.

4.0 BID PREPARATION:

4.1 The Bidder must visit the site and inspect and obtain himself on his own responsibility and his own expenses all information such as

- i) availability of space for the proposed DG set
- ii) concrete bed if required.
- iii) weather proof shed or closed space
- iv) Change over provision
- v) availability of cable from the DG set to the Change over switch
- vi) earth pits & earth connections
- vii) safe storage space for the Fuel
- viii) local authorities permission for installation and operation of the DG set

4.2 The Bidder will be fully responsible for considering the financial effect of any or all the above factors while submitting his Bid. The Hire charges quoted shall include provision of the above items complete as required for the satisfactory installation and operation of the DG set. The Bureau shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

5.0 CLARIFICATION /AMENDMENTS AND CORRIGENDUM:

5.1 Bidder requiring any clarification of the bidding document may notify us in writing at the address/by e-mail given in the NIT.

5.2. The clarifications to the queries received or amendments in the tender will be posted on the website and CPPP –Portal as a corrigendum /Addendum. No individual communication will be conveyed to the Bidders. The interested parties/Bidders are advised to check the above website regularly till the date of submission of Bid document and ensure that clarifications / amendments issued, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bureau will be binding on the participating Bidders. Bureau will not take any responsibility for any such omissions by the Bidder.

5.3. Bureau reserves the right to amend, rescind or reissue the tender, at any time prior to the deadline for submission of Bids.

5.4. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the tender or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

5.5. Queries received after the scheduled date and time will not be responded / acted upon.

6.BID SUBMISSION

6.0 Only those bidders satisfying the eligibility criteria given in this tender need to submit online through the CPPP **website**:

<https://eprocure.gov.in/eprocure/app>. **Tenderer/Contractor**

6.1 The documents submitted online in the **Technical Bid should NOT contain any price information**. Such Bid, if received, will be rejected.

6.2 The hire charges per month (without GST) should be quoted **online** in the PRICE BID in the e-procurement portal. The price bid will be opened only if the Bid is **unconditional** and the bidder qualifies as per eligibility criteria.

6.3 No claim for submission of offline bids will be entertained. Such bids will not be considered.

7.0 RATES QUOTED BY BIDDER

7.1 The contractor shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid for installation and Operation of the DG set as provided covering all his obligations under the contract and all matters necessary.

The Hire charges quoted shall be firm and shall include costs of all materials, Operation, loading, unloading, transport charges, wastage, levies, Octroi (if applicable), local body taxes (if applicable), all type of Insurance Charges, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the successful installation and operation of the DG set Electric Start & Auto Off Operation (all days including Sundays & Holidays).

7.2 No extra charges will be paid over and above the contract amount on account of any other charges (existing or future addition) or on any other account.

7.3 The GST shall be paid extra as applicable.

7.4 Rate Revision in the contract amount is not permitted during the validity period of the contract for any reason including during the extended period, if any.

7.5 Any request for review of the price bid after the opening will not be entertained.

8. BID EVALUATION:

8.0 Bureau will examine the Bids to determine whether they are complete, on required formats & accompanied by supporting Documents and the Bids are conforming to all the terms and conditions of the Bidding Document without any deviations or conditions and are generally in order.

8.1 tenders in which any of the prescribed conditions are not fulfilled, or are

incomplete in any respect are liable to be rejected. However, Bureau will have right to demand submission of more information as required, if any of the document is partly submitted. If the bidder does not respond within the stipulated time, Bureau will reject or disqualify the bid.

8.2 During evaluation of bids, the Bureau may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

8.3 The tenders must be unconditional. Conditional tenders leading to unknown / indefinite liability may be summarily rejected.

8.4 Only those Bidders who qualify in Technical evaluation would be shortlisted and the online price bid submitted by the bidder will be opened.

9.0 VALIDITY OF BID

Bids shall remain valid and open for acceptance for a period stipulated in this document from the date of opening of price bid. If the Bidder withdraws his/her offer during the validity period or makes modifications in his/her original offer, which are not acceptable to the Bureau, without prejudice to any other right or remedy, the Bureau shall be at liberty to eject the bid

10.0 CONTACTING THE Bureau :

10.1 No Bidder shall contact Bureau on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

10.2 Any effort by a Bidder to influence Bureau in its decisions on Bid evaluation, or contract award may result in rejection of the Bid.

11.0 Bureau's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

11.1 Bureau reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to award of the contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bureau's action.

11.2 The acceptance of a tender rests with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons.

12.0 SIGNING OF CONTRACT DOCUMENTS

The successful Bidder shall be bound to execute the Agreement within 7 days from the receipt of intimation of acceptance of his Bid by Bureau. However, the written acceptance of the Bid by the Bureau will constitute a binding agreement between the Bureau and successful Bidder pending execution of formal agreement. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this tendering process shall be borne by the successful bidder.

13.0 DG SET INSTALLATION

13.1 The contractor shall install the DG set as per the OEM's standard specification and follow all safety precautions while installing and operating the DG set to ensure safe

operations and safety of the Bureau's property. Owner / Contractor of the Diesel Generator set has to bear the installation / transportation charges of Diesel Generator set including DG set foundation, MCCB, cables, termination, earthing etc

13.2 The contractor has to provide required length of suitable size cable as per ISI standards from the DG set terminals to the Change over switch in the office. The cable termination shall also be provided.

13.3 The contractor shall provide dedicated earthing and connections for the DG set conforming to the relevant I.S Standards. The existing earth pits in the office premises should not be used for DG set earthing.

13.4 No extra payment for any of these items will be made and shall be a part of this contract.

13.5 Any damage (during the installation of DG set) to any part of the premises due to neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

13.6 The Bureau shall have power to order the removal of any materials which are not in accordance with specification or instructions, the substitution or proper re-execution of any work. In case the contractor refuses to comply with the order the Bureau shall have the power to employ and pay other agencies to carry out the work and recover the cost incurred from any money due to or that may become due to the contractor.

13.7 The Contractor/owner of the Diesel Generator set has to arrange at their own cost all necessary approval from the State/ Central Government / PCB or any other Statutory body including environmental clearance, if required, for installation and running of Diesel Generator set at respective site.

14.DG SET OPERATION & MAINTENANCE

14.1 All necessary tools like clamp meter, drilling machines and pliers and other essential tools for effective maintenance of the Diesel Generator equipment shall be provided by the contractor.

14.2 Contractor shall arrange preventive schedule maintenance three times per year on Sunday only for reducing the breakdowns to the minimum and for uninterrupted operation of Diesel Generator set.

14.3 All the maintenance expenses including replacement of spares for the Diesel Generator set along with periodic replacement of lube oil shall be borne by the contractor.

14.4 The Contractor shall be responsible for proper maintenance of Registers, log books etc. as required under the applicable laws / statutory provisions and' or Rules / Regulations framed there under.

14.5 Self start Battery condition shall be well maintained for trouble free operation.

15.0 PERIOD OF CONTRACT

15.1 The period of contract is for 1 years **and may be extended**, subject to satisfactory services.

15.2 However, Bureau reserves the right to review the services after six months and after one year the services may be extended on the basis of performance.

16.0 PAYMENT TERMS

16.1 Advance payment will not be paid.

16.2 Monthly Hire charges as per the contract amount shall be paid at the end of the month subject to deduction of TDS as applicable.

16.3 **GST as applicable shall be paid extra** and the same shall be clearly shown in the invoices.

16.4 Payment shall be made by way of Electronic fund transfer and the bill will be paid by the Bureau. Bidder should furnish details of the bank a/c no, IFSC code alongwith their invoices.

16.5 The contractor shall arrange for diesel and the cost will be reimbursed to them along with the transportation charges on an actual basis on production of receipt / Bill duly certified by the Officer in Charge.

17.0 GST:

17.1 Contractor should have GST Registration Number. It is the responsibility of the bidder to ensure that the GST is valid and active. Payments will not be made to inactive or invalid GST invoices.

17.2 Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. Non-GST invoices will not be accepted.

17.3 Invoice should specifically disclose the amount of GST levied at applicable rate as per GST provision

17.4 In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment

17.5 Contractor should timely file his GST return in accordance with GST provisions to enable the Bureau to claim the credit of GST paid to the contractor

18.0 PERFORMANCE SECURITY DEPOSIT

18.1 **Performance Security Deposit 3 % of the value of the contract** shall be kept as retention money (Performance Guarantee) during the contract period, which will be forfeited in case of poor performance or non performance. Any of the deliverables not being delivered for more than 2 days in a quarter would mean "poor performance". The Contractor shall submit the Security Deposit along with the Agreement.

18.2 The total security deposit amount shall be refunded without interest to the contractor 15 days after the expiry of the contract period, provided he has satisfactorily removed all his equipment and debris and attended to rectification of any damages to the flooring, wall in the DG location or the Changeover switch, cables etc, which was caused during dismantling or during the course of the contract.

18.3 In case of failure on the part to do so, all compensation or other sums of money payable by the Contractor to Bureau under the terms of this contract, will be

deducted from the security deposit, or from any sum that may become due to the Contractor on any account whatsoever.

19.0 PENALTY CLAUSE

19.1 The successful bidder shall install the DG set and operate within the stipulated period. If the work is delayed beyond the stipulated period for reasons attributable to the bidder, Bureau shall penalize them a penalty @ 0.5% per week for every week of delay or part thereof beyond the scheduled date of completion, in any case, not exceeding 5% of the contract value or the completed value of work, which shall be deducted from the Hire charges or Security deposit.

19.2 All care shall be taken so that the downtime of DG Set is kept minimum. During the currency of the Contract, Maximum permissible frequency of failures in a month:

- (a) Once for approximately one hour
- (b) Four times for approximately half hour

The breakdowns shall be rectified immediately and the DG operations ensured to avoid disruption of Bureau operations.

19.3 In case of major break downs, standby arrangement shall be made within 24 hours from the time of breakdown. In case of poor performance/ non performance of DG set taken on hire, the penalty (twice hiring charges) per day may be deducted from the hiring charges for the month.

19.4 If operator is absent and no alternative arrangement is made, then proportionate hire charge will be deducted from the monthly bill.

20.0 STORAGE OF FUEL:

20.1 Owner / Contractor of Diesel Generator set has to keep the diesel in safe custody under proper care at the site and has to ensure the safety of the location. Necessary record to be maintained by the Contractor at Bureau's Office.

20.2 The contractor will be held responsible for mishandling of Fuel and non adherence to safety protocols and all damages on account of the same shall be recovered from him.

20.3 Owner / Contractor of the Diesel Generator set has to maintain a log book at the site to record the following :

- i) Hour meter reading.
- ii) Time for which the generator was operational (generator off and on timings).
- iii) No. of Units Generated through DG Set
- iv) Consumption of diesel.

The log book shall be submitted as and when called upon by the Officer-in charge.

20.4 The contractor shall not store other flammable materials and debris near the DG set location. The contractors shall be responsible for the custody and security of all materials and equipment at site. No claim for loss or theft will be entertained.

21.0 CONTRACTOR'S EMPLOYEES

21.1 The Contractor shall employ technically qualified / having appropriate skill and competent persons fully trained and adequately experienced workmen, who are medically fit. They should be free from any contagious diseases. The operator shall be well mannered and properly dressed with shoes etc. The operator shall not over stay in the Bureau premises or in the odd hours or holidays unless or otherwise required by the Bureau for

specific reasons like maintenance etc.

21.2 The contractor / firm shall be held responsible for any misdeeds / misbehavior of their employees within the premises. Bureau is not responsible for any damages or claims on account of the misbehavior / misdeeds of his employees.

21.3 Contractor should not engage child labour in any of the activities in this contract. The contractor should fulfill the labour regulation guidelines stipulated by the State/Central Governments

21.4 The contractor shall not employ person who is not an Indian National.

21.5 Any person deployed by the contractor to be engaged on the work on regular basis or as an alternate arrangement, under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

21.6 The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who in the opinion of the Employer be unsuitable or incompetent or who may misconduct. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

21.7 In respect of all labour employed directly or indirectly on the work for the performance of the contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions, B.I.S recommendations, factory act, workman's compensation act, CPWD code and instructions issued from time to time.

21.8 The contractor shall provide necessary training on warning signals and other safety measures while executing the work wherever necessary so as to avoid accident. The Bureau shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work. The contractor shall also provide all risk insurance policy including third party insurance as may be necessary to cover the risk.

21.9 The Contractor shall be responsible for all the claims of the employees of the Contractor and shall not make and claim whatsoever against the Bureau . The Contractor's workmen will not have any right whatsoever to get absorbed in the Bureau . The Contractor shall be responsible for all statutory requirements e.g. ESI, PF, labour registrations, Insurance coverage etc. The operator is responsible for compliance of all the rules & safety regulations etc.

Minimum wages as prescribed by the Labour Act shall be payable to the operator(s) by the contractor as the case may be. The Contractor shall bind himself and keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

22.0 COMPLIANCE OF STATUTORY REGULATIONS

22.1 As per the prevailing guidelines of the State/ Central Govt. (e.g. Pollution Control Board, Electrical Inspector and Power Distribution Company etc) the

permission for installations of DG sets should be obtained.

22.2 The approval / clearance for installation of DG Set from Central Pollution Control Board/ State Pollution Control Board / Local Bodies/ State Electricity Board/ other Licensing Authorities as required will be obtained by the supplier/ contractor. The Diesel Generator installation is generally governed by the following regulations:

- a) Indian Electricity Rules 1910
- b) Local Regulations
- c) Pollution control rules (State /Union Govt. Rules)
- d) Electricity board (State / Union Govt. Rules)

22.3 The Contractor shall be responsible for preparation of all applications, submission of applications, follow-up, inspection and obtaining & delivering NOC from various authorities concerned.

22.4 The Contractor shall comply with all the applicable labour laws, rules and regulations relating to P.F. Act including the payment of P.F. contribution, Payment of Bonus Act, Minimum Wages Act, Workmen's Compensation Act, ESI, CL(R&A) Act, Essential Commodities Act,

Migrant Labour Act and' or such other Acts or Laws or regulations passed by the Central & State, Municipal and Local Government agency or authority, including T.D.S. as per Income Tax Act, applicable from time to time. The Contractor shall be responsible for maintaining record pertaining to payment of Wages Act and also for depositing the P.F. contributions, if required, with authorities concerned.

22.5 The Contractor shall indemnify the Employer against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any equipment, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

23.0 INSURANCE & DAMAGE TO PERSONS AND PROPERTY ETC

23.1 The contractor shall obtain insurance policy towards meeting the liability of compensation arising out of death / injury / disablement of workmen at work, the value of the DG set, accessories, damage to property, third party claims etc on "All Risks" basis, valid until the Completion of the contract period and submit the copy of the same to the Bureau's office, Mohali.

23.2 Should any loss or damage occur, the contractor shall initiate and pursue claim till settlement and promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bureau , irrespective of settlement of claim by the underwriters.

23.3 The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.

23.4 The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect.

23.5 The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due to or to become due to the contractor.

24.0 TERMINATION OF CONTRACT

24.1 Bureau reserves the right to terminate the contract without mentioning the reason therefor, by serving a notice of one month.

24.2 The contractor if decides to terminate the contract may do so by serving a notice of 3 months, to allow the Bureau to identify a suitable agency to continue the services.

24.3 Bureau shall terminate the contract if the contractor being a company getting liquidated or being a firm getting dissolved or being an individual adjudicated insolvent.

24.4 On completion of the contract or if the contract is terminated by either of the parties, the contractor shall remove his DG set and accessories and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer

25.0 SUBCONTRACTING

25.1 The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress

26.0 FORCE MAJEURE

26.1 Notwithstanding the provisions of General terms and conditions of the Contract, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

26.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bandh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Contractor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

26.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Bureau in writing of such condition and the cause thereof. Unless otherwise directed by the Bureau in writing, the Vendor 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.

27.0 DISPUTES:

27.1 All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably.

28.0 Governing Language:

All communication with respect to the Bid, clarifications, replies, contract documents etc shall be in Hindi or English.

READ, UNDERSTOOD AND ACCEPTED

UNDERTAKING TO BE SUBMITTED BY THE TENDERER

(To be filled by the tenderer)

Head, NRL

BUREAU OF INDIAN STANDARDS

Northern Regional Laboratory (NRL)

B-69, Industrial Focal Point, Phase-VII, Mohali-160055 (Punjab)

Dear Sir/s,

Ref: **TENDER FOR** _____

I/We have examined the above tender and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by Bureau and I/We have inspected the site of works and have made me / us fully acquainted with the local conditions in and around the sites of works and offer to undertake Contract as detailed in this tender by submitting my/our online bids in the **e- Procurement at <https://eprocure.gov.in/eprocure/app..>**

2. While submitting this Bid, I / We certify that:
 - i) The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is uploaded along with the bid.
 - ii) We certify that we have not made any changes in the contents of the tender document read with its amendments/clarifications provided by Bureau submitted by us in our Bid document.
 - iii) The rate quoted in the *price Bids are as per the tender* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bureau , without any exception.
3. We agree to abide by all the Bid terms and conditions, contents of Agreement and the rates quoted in the bid, which shall remain binding upon us.
4. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bureau to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, Bureau will have the right to disqualify us from the Bid.
7. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
8. We hereby undertake that our name does not appear in any “**Caution**” list of RBI / IBA or any other regulatory body.
9. We also confirm that we have not been **blacklisted** by any Gur / PSU / State or Central Govt. departments for any reasons.

10. We confirm that we do not have any **litigation / cases** pending against us in any Bank / PSU / State or Central Govt departments.

11. We confirm that we are responsible to obtain all necessary licenses, permission, NOC from all the statutory /local authorities for the smooth execution of this contract in Bureau premises.

12. We hereby confirm that all the materials/components/spare parts/equipment etc. to be supplied / used as a part of this contract shall be original / new materials / components / parts / equipment only, from respective OEMs of the products and that no refurbished / duplicate / second hand materials/components /parts/ equipment shall be supplied or shall be used.

13. For any type of deviation (to any of above or subsequent instructions), it will be my/ our responsibility to obtain the written instruction of the Engineer-in-charge for the same failing which it shall be deemed that I have carried out any such deviations at my own and I shall be duty bound to replace the all deviated material/ works from the site at my/ our cost as well as I shall be liable to penalized by the Bureau as deemed fit and for all such loses made thereof, I/ we shall not have any right to arbitrate in any manner.

Yours Faithfully,

Contractor's Signature_____

Name: _____

Address: _____

FORM OF AGREEMENT

ARTICLES of AGREEMENT made this _____ day of _____ year 2022 between

(Hereinafter referred to as the "Bureau" which expression shall, unless excluded by or repugnant to the context, includes its successors and assigns) of the ONE PART and _____ of _____

(Hereinafter referred to as "Contractor" unless excluded by or repugnant to the context, includes its successors and assigns) of the OTHER PART.

WHEREAS the Employer intends to carry out

_____ and shall herein after referred to as "Project".

AND WHEREAS for the purpose of the above said project, the Employer invited ONLINE E- tenders from experienced, resourceful and bonafide contractors through BUREAU, Mohali vide its Notice Inviting Tender (No. _____ dated. _____).

WHEREAS the contractor submitted his Online Tender containing Notice Inviting Tender, General Conditions of Contract, Special conditions, Bill of Quantities, Form of Agreement, Preferred makes of materials, Form of Submission of tender, Technical Specifications etc. for the above said project, (Hereinafter collectively referred to as the "said conditions"), digitally signed as a token of his acceptance of the same.

AND WHEREAS out of the Tenders received, the Tender of the contractor was found to be most suitable for the project.

AND WHEREAS the Employer through Bureau has accordingly issued the work order (No. _____ dated. _____) to the contractor subject to his furnishing the requisite Security Deposit.

AND WHEREAS the Contractor has accepted the aforesaid Work Order vide his letter of acceptance No. _____ dated _____ and has also deposited with the Employer a _____ sum of Rs. _____ forms the requisite Security Deposit @3 % of the accepted Contract Value of Rs. _____.

NOW, therefore, it is hereby agreed to and between the parties as follows:

1) Contract documents

The following documents shall constitute the Contract Documents.

I. This Article of Agreement.

II. Tender Document submitted by the Contractor ..

III. All correspondence between the Employer and the Contractor from the date of issue of N.I.T and the date of issue of work order.

IV. Work order No. _____ dt. _____

2) In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted project works and such further detailed may be furnished to the contractor by the said Employer and described in the said Specifications and the said Schedule of Quantities.

3) Notwithstanding what are stated in the conditions of Tendering, Conditions of Contract of herein stated before, the Employer reserves itself the right of altering the nature

of the work and addition to or omitting any items of work or of having portions of same carried out through another agency or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

4) As mentioned above, the "said conditions" shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.

5) Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of the Punjab thereto. The decision of the arbitration shall be final and binding on both the parties.

6) The Vendor / Contractor shall promptly notify Bureau of any changes in the constitution of their firm. It shall be open to Bureau to terminate the agreement on the death, retirement, insanity or insolvency of any person/s is being director/s or partner/s in the said company / firm, or on the addition or introduction of a new partner without the previous approval in writing of Bureau . But in absence of and until its termination by Bureau as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of retirement / death, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.

7) The Contractor agrees and hereby keeps the Bureau indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bureau may suffer or incur on account of any deficiency in Services rendered by The Contractor or breach of any obligations under this contract, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub- Contractors of the Contractor. The Contractor agrees to make good the loss suffered by the Bureau.

IN WITNESS WHEREOF THE PARTIES to their present have here under set and subscribed their hands, the day, month and year first above written.

Signed and delivered for and on behalf of

Shri. _____ its duly authorized official, In the presence of –

1. (Name and Address)

2. (Name and Address)

Signed and delivered for and on behalf of the Contractor _____ by

Shri _____ his duly authorized representative, in the presence of

1. (Name and Address)

2. (Name and Address)

Description

SPECIFICATIONS FOR Silent Type 250 KVA DG Set :-

- 250 KVA , Three Phase Soundproof Generator Set with Standard Panel for Rental Purpose
- Soundproof Electric Start & Auto Off, AC supply 50 Hz with 0.8 PF. General mounted on single base frame duly coupled with all accessories like Panel battery, battery Lead and Fuel Tank as complete .
- Safety feature : Overload Protective, overheat protection, under voltage, under frequency protective may be provided by bidder.
- Emergency off switch may be provided.
- Emission Standard : The Generator should meet emission standards promulgated by the MOEF, Government of India.

HIRING OF 250 KVA DG SET AT
Bureau of Indian Standards Northern Regional laboratory, Mohali.

BILL OF QUANTITY

Sno	Description	Rental Charges per month(Rs)
1	Hire charges <u>per month</u> for a <u>250KVA</u> capacity DG set with sound proof Electric Start & Auto Off <u>Operation of the DG set as per the Bureau's requirement (24X7 on all days including Sunday & Holidays)</u> as per the specifications stipulated in the tender including costs of all materials, loading, unloading, transport charges, installation, wastage, Octroi (if applicable), local body taxes(if applicable), all type of Insurance Charges, overheads, profit, statutory expenses, incidental charges, etc. and all related expenses to complete the successful installation and operation of the DG set. MCCB of suitable capacity should be provided before the DG set & cable from MCCB to Bureau's changeover switch should be supplied & laid by the vendor. Complete in all respects.	To be quoted by bidder
	GST WILL BE PAID AT ACTUALS AS APPLICABLE	

- The monthly rental charges exclude the cost of fuel. The fuel charges will be reimbursed by the Bureau.