

**Bidding Documents for**  
**Water Proofing and repair works at Terrace of**  
**Workshop, Adhitya Bhawan and Old Guest house at**  
**National Institute of Solar Energy,**  
**Gwalpahari, Gurgaon, Haryana, India**



**National Institute of Solar Energy**  
**19<sup>th</sup> Milestone Gurgaon Faridabad Road**  
**Gwalpahari, Gurgaon**  
**Haryana-122003**

# Part I – Invitation for Bids

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1. National Institute of Solar Energy invites sealed Bids for the Tendering work for Waterproofing works at National Institute of Solar Energy, Gwalpahari, Gurgaon, Haryana, India.
2. This document is not transferrable.
3. The address and contact numbers for sending Bids
  - 3.1 Postal address for sending the Bids:  
National Institute of Solar Energy, Gwalpahari, Gurgaon, Haryana, India.  
Contact Number: 0124-2853055  
Email id: nise.mnre@gmail.com
4. Site Location: National Institute of Solar Energy, Gwal Pahari, Gurgaon, Haryana.
5. Bid documents are being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the documents, should it become necessary at any stage.
6. The bidder is expected to examine all instructions forms, terms and specifications in the bid documents. Failure to furnish all information required or submission of a bid not substantially responsive to the information required by the bidding documents in every respect will be at bidders risk and may result in rejection of their bid.
7. Though adequate care has been taken while preparing the bid documents, the bidder shall satisfy himself that the document is complete in all respects. Any discrepancy must be given to the above mentioned office within 5 days of issue of this document. If no intimation is received in this period it will be assumed that the bidder has received the documents and is complete in all respect. While this document has been prepared in good faith, and shall be accepted by the bidder in good faith, neither the buyer, nor their employees, advisors and consultants make any representation or warranty, implied or otherwise, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of the information, and, shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the documents, even if any loss or damage is caused by any act or omission on their part.

# Part II - General information

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## 1. Qualification Criteria

The bids are invited from Indian entities with significant experience and capability for “National Institute of Solar Energy, Gwal Pahari, Gurgaon, Haryana”

The qualification criteria to be satisfied by the bidder

- 1.1 The entity must be registered in India. In case of a joint venture or consortium, all partners must be Indian entities.
- 1.2 Annual Financial Turnover: The bidder must have achieved minimum annual financial turnover of Rs 25 lakhs in the financial year 2014-15.
- 1.3 Work Experience in water proofing works and similar civil related works.
- 1.4 The bidder should not have any standing legal disputes/enquiry against them with regard to the non-compliance/violation of Government norms in the bidding process of any form. If found so, the bidder will be disqualified.
- 1.5 The bidder shall furnish, as part of its bid, documents establishing bidder’s eligibility. The documentary evidence of bidder’s eligibility to bid shall be established to the buyer’s satisfaction.
- 1.6 NISE reserves the right to cancel or reject any bid without assigning any reason.

## 2. Last date and time for depositing the Bids:

12:00 Hrs 23<sup>rd</sup> May 2016, the sealed bid should be deposited/reached by the due date and time. The responsibility to ensure this lies with the Bidder.

## 3. Manner of depositing and quoting the Bids:

- 3.1 Sealed Bid may be deposited with the receptionist at National Institute of Solar Energy, Gwalpahari, Gurgaon, Haryana, India or sent by registered post at the address mentioned above, the bid document so as to reach by the due date and time. Bids received beyond this date and time will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bid sent by FAX or e-mail will not be considered.
- 3.2 The bidders are requested to quote the value against each BOQ item specified in Part III Technical Specifications.
- 3.3 The bid value should be quoted inclusive of all the taxes.

## 4. Time and date for opening of Bids:

15:00 Hrs 23<sup>rd</sup> May 2016. If due to some unavoidable circumstances the time and date of opening of bids is postponed, then it will be intimated to the bidders at the time of submission of bid.

## 5. Place of opening of the Bids:

*Surya Bhawan, National Institute of Solar Energy, Gwalpahari, Gurgaon, Haryana, India*  
The Bidders may depute their representatives to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of any of the bidder’s representative.

## 6. Forwarding of Bids

Bids should be forwarded by Bidders under their original memo / letter pad inter alia

furnishing details like TIN number, PIN, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office. The email, postal address and contact number for contacting the concerned person of the bidder must be specifically mentioned.

**7. Modification and Withdrawal of Bids**

A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

**8. Clarification regarding contents of the Bids:**

During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of their bid. No post-bid clarification on the initiative of the bidder will be entertained.

**9. Rejection of Bids:**

Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

**10. Validity of Bids:**

The Bids should remain valid for 6 (six) months from the last date of submission of the Bids.

**11. Earnest Money Deposit (EMD):**

Bidders are required to submit Earnest Money Deposit (EMD) for amount of INR 75,000 along with their bids in favor of 'National Institute of Solar Energy' payable at Gurgaon. The EMD may be submitted in the form of a Demand draft from any of the scheduled banks. EMD is to remain valid for a period of three months from the date of opening the bid. EMD of the unsuccessful bidders will be returned to them at the earliest before three months and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Bank Guarantee from them as called for in the contract. Bids without EMD (as mentioned above) will be rejected

The Deposit will be forfeited if a bidder withdraws its bid during the period of bid validity as specified in the bid document.

# Part III – Technical Specifications

## A. Scope:

The scope of work is defined in detail under the schedule of quantities & technical specifications. However the scope specified below is only indicative but not exhaustive and the vendor is required to carry out any other scope as per the site requirement within the items available under this tender. The works to be performed under this tender enquiry consists of providing all labour, materials including cement, construction equipment, tools and plants, supplies, transportation, all incidental items not shown or specified, but reasonably implied or necessary for successful completion of work including Contractor's supervision and in strict accordance with the specifications.

## B. Schedule of Quantities :

No.	Description of Item	Unit	Qty.	Rate	Amt.
<b>Terrace Water-proofing of Workshop, Adithya Bhawan and Old Guest House</b>					
1.	Removing concrete dust, old waterproofing treatment, cleaning the surface using wire brushes, Removing dust and foreign particle, Surface preparation and its dressing	Sq.mt	2500		
2.	Providing & laying 20 mm thick cement mortar longer in c.m. 1:2:4 graded stone aggregate with 20 mm nominal size, for leveling the roof slab.	Sq.Mt	2500		
3.	Supplying and applying bituminous solution primer on roof at 0.4 liter per sqm <ul style="list-style-type: none"> <li>Density at 25°C. 0.87-0.89kg/ltr and viscosity 70-160CPS</li> </ul>	Sq.Mt	2500		
4.	Providing and laying APP (Atactic Polypropyl polymer) modified prefabricated five layers 3mm thick water proofing membrane, black finished rein forced with non-woven polyester matt over flat/slope by torch application method inclusive all as specified. <ul style="list-style-type: none"> <li>ASTMD 6222-02 &amp; D-6509-00 standard when tested as per ASTMD-5147</li> <li>Overlapping should be Longitudinal 75mm, Transverse 100mm</li> <li>Softening 150°C and Cold Softening 5°C when tested in accordance with ASTMD-6147</li> </ul>	Sq.mt	2500		

5.	Providing and covering the top of APP membrane with Geo textile, 120gsm nonwoven, 100% polyester of thickness 1 to 1.25mm bonded to the membrane with intermittent touch by heating the membrane by torch as per manufacturers specification	Sq.mt	2500		
<b>Total Amount :</b>					
<b>Taxes:</b>					
<b>Grand Total (Inclusive of Taxes)</b>					

# Part IV – Terms and Conditions of Contract

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The Bidder is required to give confirmation of their acceptance of Terms and Conditions of the bid as mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Vendor in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

## **1. Scope of Work:**

The scope of the work under this agreement consists of “Waterproofing works at National Institute of Solar Energy” i.e. supply of all Labors, T & P etc. complete in all respect, to the satisfaction of Buyer at National Institute of Solar Energy.

## **2. Law**

The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India and any action brought hereunder shall be brought in India situated at Gurgaon.

## **3. Arbitration**

All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions.

3.1 Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.

3.2 Notwithstanding any reference to arbitration herein the parties shall continue to perform their respective obligation under the contract unless they otherwise agree.

## **4. Effective Date of the Contract:**

The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) or notification of award and shall remain valid until the completion of the obligations of the parties under the contract. The site will be handed over to the contractor on the date of awarding the contract.

## **5. Governing Language:**

The governing language will be English. The Contract will be written in English. All correspondence and other documents pertaining to the contract which are exchanged by the parties will be in English language.

## **6. Notices**

Any notice required or permitted by the contract shall be written in the English language and may be delivered by EMAIL, FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

## **7. Liquidated Damages**

In the event of the Vendor's failure to submit the Bonds, Guarantees and Documents, default in meeting the deadline or target etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the VENDOR as agreed, liquidated damages to the sum of 2% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed project.

## **8. Amendments**

No provision of present Contract shall be changed or modified in any way including this provision either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

## **9. Payment Terms and Project Milestones**

It will be mandatory for the Bidders to indicate their bank account numbers and other relevant details so that payments could be made through Cheques, National Electronic Fund Transfer, Real Time Gross Settlement. The payment will be made as per the following terms, on production of the requisite documents.

- 9.1.** 10 % of the order value as advance, after vendor successfully submits 10% of order value as Bank Guarantee (Mobilization advance).
- 9.2.** 40% of the order value will be made after the vendor completing the works of primer and APP
- 9.3.** The balance amount will be paid after completing the work satisfactorily.

## **10. Performance Security:**

- 10.1.** The Bidder will be required to furnish a Performance security by way of Bank Guarantee through a scheduled bank for a sum equal to 10% of the contract value within 30 days of receipt of the confirm order / notification of award.
- 10.2.** The performance security will be discharged by the buyer and returned to the supplier not later than 1 year from the date of issuance of completion certificate.

## **11. Paying Authority**

Finance / Accounts Department, National Institute of Solar Energy. The payment of bills will be made on submission of the following documents by the Vendor to the Paying Authority along with the bill:

- 11.1.** Ink-signed copy of contingent bill/ Vendor's bill.
- 11.2.** Ink-signed copy of Commercial invoice / Vendor's bill.
- 11.3.** Inspection note.
- 11.4.** Guarantee / Warranty certificate.
- 11.5.** Exemption certificate for Excise duty, if applicable.
- 11.6.** Details of the organization for payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).



- 11.7. Any other document / certificate that may be provided for in the Supply Order / Contract. User Acceptance.

## **12. Time For Completion**

Subject to any requirement in the contract as to completion of any specified part of the works before completion of the whole work, the whole of the works shall be completed in two (02) months reckoned from the date of commencement of the work.

### **12.1. Rate Of Progress**

If for any reason, the rate of progress of the works, in the opinion of the Buyer, is too slow to ensure completion within the prescribed time or extended time for completion, the Buyer shall so notify the Vendor in writing and the Vendor shall thereupon take such steps as are necessary with the approval of Buyer in writing to expedite progress so as to complete the works by the prescribed time. The Vendor shall not be entitled to any additional payment for taking such steps. In case, the Vendor fails to take necessary steps, the Buyer shall be entitled to cause them to be taken up at his discretion and recover cost thereof from the Vendor or adjust the same from the future payments. If the works be delayed by any one or more of the following reasons:

12.1.1. Abnormally bad weather.

12.1.2. Serious loss or damage by fire.

12.1.3. Civil commotion, local commotion of workmen, affecting any of the trades directly employed on the work, then upon the happening of any such event causing delay, the Vendor shall immediately inform in writing to the Buyer but shall constantly use his best endeavors to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Buyer to proceed with the works.

### **12.2. Force Majeure**

12.2.1. Neither party shall bear responsibility for the complete or partial on performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of Nature as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

12.2.2. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

12.2.3. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10(Ten) days from the moment of their beginning.

If the impossibility of complete or partial performance of an obligation lasts for more than 3 (three) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

## **13. Certificates And Payments**

### **13.1. Final Bill**

On completion of the entire Work, the Vendor shall submit the final bill. Buyer shall approve

bill within 30 days. NISE shall arrange to make admissible payments within 30 days once the work is executed satisfactorily. Payment of this bill shall not be considered conclusive evidence as to the sufficiency of any work or materials to which it relates, nor shall it relieve the Vendor from his liabilities arising from any defects noticed till the completion of the defects liability. Though every endeavor shall be made for payments of R.A. & final bills with in the time schedule given in clause 10, but in case of delay due to any unforeseen reasons, Vendor shall not be entitled for any extra claim or any interest.

#### **14. Material to be provided by the Vendor**

**14.1.** The Vendor shall, at his own expense and without delay, supply to the Buyer, samples of all materials as desired by him to be used on the work and shall obtain approval prior to use. All such materials to be provided by the Vendor shall be in conformity with the specification indicated in the contract. The Vendor shall, if requested by Buyer shall furnish proof, to the satisfaction of Buyer that the materials so comply. Vendor or his representative may remain present at the time of testing if they desire so. The Buyer shall at the earliest intimate to the Vendor in writing whether samples are approved by him or not. If samples are not approved, the Vendor shall forthwith arrange to supply to the Project in- Charge for his approval fresh samples complying with the specification laid down in the contract.

**14.2.** The Vendor shall at his risk & cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by Buyer. The Vendor shall not be eligible for any claim or compensation either arising out of delay in the work or due to any corrective measures required to be taken on account of.

#### **15. MEASUREMENT OF WORKS**

**15.1.** All the measurements of every items having financial value shall be entered in Measurement Book so that a complete record is obtained of all works executed under the contract.

**15.2.** All measurement shall be taken jointly by the Site Engineer and Vendor or their authorized representatives from time to time during the progress of the work and such measurement shall be signed and dated by both as token of acceptance. If the Vendor objects to any measurement recorded, a note shall be made to the effect with reason and signed by both the parties.

**15.3.** The Vendor shall, without extra charge, provide all assistance with every appliance, labor and other things necessary for measurement.

#### **16. Defects Liability Period**

**16.1.** Definition and period of 'Defects Liability Period'

In these conditions the expression "Defects Liability Period" shall mean the period of repairs and maintenance calculated from the date of completion of the Works, certified by the Buyer.

Defect liability period shall be ONE YEAR from the day of issuance of completion certificate.

**16.2.** Execution of Work of Repair etc.

To the intent that the Works shall, at or as soon as practicable after the expiry of the Defects Liability Period, be delivered to the NISE in the condition required as per the Contract, fair wear and tear excepted, to the satisfaction of the Buyer, the Vendor shall finish the work, outstanding if any at

the date of completion, as soon as practicable after such date, execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Vendor in writing by the Buyer during the Defects Liability Period.

**16.3.** Cost of Execution of Works of Repair etc.

All such work shall be carried out by the Vendor at his own cost and expense.

**16.4.** Remedy on Vendor's Failure to carry out Work required

If the Vendor fails to do any such work as aforesaid required to be made defect free on or without requisition of the Buyer within the period determined by him or if no time period is determined by the Buyer. NISE shall be entitled to employ and pay other persons to carry out the same and if such work is that which, in the opinion of the Buyer, the Vendor was liable to do at his own expense under the Contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the Vendor by the NISE, or may be deducted by the NISE from any money due or which may become due to the Vendor.

**17. Taxes, Levies, Duties**

The Vendor shall be responsible to pay to the appropriate authorities all taxes, levies, royalties, Octroi, Sales Tax/VAT, excise duty, income tax, etc. It shall be the responsibility of Vendor to get himself registered under all applicable laws, rules and regulations under any provisions of taxation, labor laws etc. and keep such registration remain in force till completion of the project.

**17.1.** Income tax shall be deducted as per rules by NISE from each bill of the Vendor, at the time of payment. A certificate for such deductions shall be issued by NISE at the end of financial year.

No 'C'/'D' form will be issued by the buyer. The remittance of amounts so deducted and issuance of certificate for such deduction shall be made by the buyer as per the laws and regulations in force

**18. Water :**

Water shall be provided by NISE at one point, free of cost. Further arrangement shall be done by the Vendor himself.

**19. Electric Supply**

**19.1.** Electric power for the work will be supplied by NISE at one point free of cost. The Vendor will have to arrange laying of sealed & joint less wires/cables, necessary switch board and other switch gear etc. and shall be responsible for its maintenance.

**19.2.** On completion of the Work, the Vendor shall to the satisfaction of the BUYER, remove all wiring installed by him and make good any disturbance or damage done.

**19.3.** The Vendor shall employ a certified and licensed Electrician for carrying out this work.

**20. Safety Measures:**

**20.1.** The Vendor shall ensure and arrange at his cost fire and other safety provisions, as per safety code of C.P.W.D., Indian Standards Institution and as per direction of the Buyer for all labor, directly or indirectly employed in the works for performance of this contract and such as locally in force from time to time. Vendor will indemnify the NISE from any consequence arising due to Vendor's failure in respect of safety code.

**20.2.** Personal Protective equipment such as Safety helmet, Jacket and Shoes shall be provided by the Vendor in required numbers.

## **21. Safety Of Materials:**

The Vendor shall make necessary arrangements for storage, watch & ward and safety of all construction materials, T & P and his other assets at his own cost and NISE shall in no way be responsible for any loss, theft and damage etc.

## **22. Quality & Workmanship:**

- 22.1.** The Vendor shall adhere to the schedules and programme as given by the Buyer, from time to time and shall ensure completion of the work within the stipulated period in all respect conforming to the relevant drawings and specifications. The Vendor shall execute the work as per best norms of quality of material and workmanship and in accordance with the latest CPWD detailed specifications and relevant IS codes.
- 22.2.** Measurement and quality should be checked and verified in accordance with the provision of CPWD & relevant Indian standard specifications and check list specified by NISE.
- 22.3.** Best norms of quality in material and workmanship has to be followed by the vendor and in case of any bad quality work, it has to be rectified/redone by the Vendor at his own cost.

## **23. Sub-Contracting**

- 23.1.** The Vendor shall not sub-contract the whole work to any other party or sub – Vendor for execution of the work.
- 23.2.** The Vendor shall not employ any sub–Vendor or any other person for execution of any part of the work assigned to him without informing the BUYER and seeking his prior approval. In the above circumstances, liability of Vendor shall not be reduced or modified and Vendor shall be fully liable and responsible for the work done or performed by such sub-Vendor or person engaged by him.
- 23.3.** The Vendor shall employ or engage qualified engineers, supervisors, workmen and other persons for supervision and execution of the work who shall be well versed and conversant with such type of work.

## **24. Termination of Contract in Full or Part**

The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases

- 24.1.** Failure to meet key milestones for causes not attributable to Force Majeure for more than 01 month after the scheduled date of delivery.
- 24.2.** The Vendor is declared bankrupt or becomes insolvent.
- 24.3.** The commissioning or meeting key milestone is delayed due to causes of Force Majeure by more than 03 months provided Force Majeure clause is included in contract.
- 24.4.** At any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days **from the Buyer**.
- 24.5.** Commits default to complying with any of the terms & conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Buyer.

- 24.6. Fails to complete the works or items of work with individual dates of completion, on or before the date of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Buyer.
- 24.7. If found to be indulged in any mal practice.
- 24.8. Assigns, transfers, sublets (engagement of labour on piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior information.

## **25. Risk & Expense clause**

- 25.1. In case of a material breach that was not remedied within 30 days, the BUYER shall, having given the right of first refusal to the VENDOR be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-
  - 25.1.1. Such default.
  - 25.1.2. In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.
- 25.2. Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the VENDOR.

## **26. Claims**

The following claims clause will form part of the contract placed on successful Bidder-

- 26.1. The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the Supply Order.
- 26.2. The description and quantity of the stores are to be furnished to the Vendor along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Vendor will settle the claims within 30 days from the date of the receipt of the claim at the Vendor's office, subject to acceptance of the claim by the Vendor. In case no response is received during this period the claim will be deemed to have been accepted.
- 26.3. The Vendor shall collect the defective or rejected goods from the location nominated by the Buyer.