

RAJASTHAN DRUGS & PHARMACEUTICALS LIMITED

Road no. 12, V.K. I Area, Jaipur- 302013 (Rajasthan) India

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Email: purchase@rdpl-india.in

Requirement OF A PETTY CONTRACTOR

FOR ENGINEERING WORKS

Required a petty contractor for civil electrical & Plumbing works. Interested party may obtain the required documents on payment of Rs 200/- in cash/ DD on any working day upto 08-05-2013 . For further details, visit our website - www.rdpl-india.in

Factory Manager

Date: 23 April,2013

**RAJASTHAN DRUGS &
PHARMACEUTICALS LIMITED**

**Road no. 12, V. K. I Area, Jaipur- 302013
(Rajasthan) India**

**Tender Document For Appointment of Petty
Contractor for engineering works**

Tender Document No.- GIA-05

Tender Document Cost Rs. 200/-

23, April 2013

Rajasthan Drugs and Pharmaceuticals Ltd
Road No.-12, VKI Area, Jaipur-302013.
Tender Notice For APPOINTMENT Of a Petty Contractor

Sealed tenders are invited by the Rajasthan Drugs and Pharmaceuticals Ltd. (RDPL) Jaipur, in the prescribed format and as per following details:-

1. Description of work :-

Petty Engineering Work (Civil ,electrical,plumbing and other items as mentioned in the BSR) including maintenance of assets. The work covers but not limited to :-

- (a) Civil electrical, Plumbing and other items mentioned in BSR.
- (b) Repairs
- (c) Preventative Maintenance.
- (d) Minor Modifications.
- (e) Extension / Alteration / Addition.
- (f) Removal.

2. Place of work: RDPL, VKIA Road No.12 , Jaipur.

3. Period of Tender:- 12 months from the date of award of contract.

4. Pre-requisite experience: The tenderer should have carried out similar work.

5. Earnest money: Rs.4,000/- (Rs. Four Thousand Only) through Demand Draft in favor of " Rajasthan Drugs & Pharmaceutical Limited, payable at Jaipur.

6. Availability of tender document: The tender document shall be available for a sum of Rs. 200/- (non-refundable) payable through Cash/Demand Draft in favor of "Rajasthan Drugs & Pharmaceutical Limited, payable at Jaipur., from 08.05.2013 on all working day during office hours between 14.00 hrs to 15.00 hrs. at the RDPL, VKIA Road No.12 , Jaipur

b) The same can also be downloaded from the RDPL website [http:// www.rdpl-india.in](http://www.rdpl-india.in).

c) Such downloaded tender shall be accompanied by a demand draft of Rs.200/- (non-refundable) in favour of "Rajasthan Drugs & Pharmaceutical Limited, payable at Jaipur.

7. Date of submission of tender: The last date for submission of tenders shall be upto 15.00 hrs. of 08.05.13.

8. Place of submission of tender: RDPL, VKIA Road No.12 , Jaipur.

9. Date of opening of tenders: 16.00 PM on 08.05.13 in the RDPL, VKIA Road No.12 , Jaipur.

It must be noted that unsealed tenders and / or tenders not accompanied by EMD and / or Rs. 200/- for downloaded tender shall be rejected. The tender should be submitted in a sealed envelope which shall clearly state the subject mentioned herein in bold capital letters in dark ink. The RDPL reserves the right to reject or accept any tender without assigning any reason and RDPL's decision in all such matters shall be final and binding on all tenderers. The tender is not transferable.

Yours faithfully,
For & on behalf of RDPL

(Vinod Singhai)
Factory Manager

General Conditions and Instructions to Bidders.

10. Instructions to bidders

10.1 The firms shall have to submit their bids in two components: (1) earnest money and (2) Tender itself.

10.2 The two components should be contained in two separate envelopes described below. These two envelopes must be contained in one large envelope marked as **“Tender for petty engineering works (Civil, Electrical and plumbing) for RDPL,Jaipur Office located VKIA Jaipur”** This must be written in bold capital letters on the TOP-CENTRE of the large envelope.

10.2.1 Envelope 'A' should be marked as "EARNEST MONEY", super-scribed in bold capital letters on top center of the envelope. This should contain the demand draft of Rs. 4,000/- (Rs. Four Thousand Only). Also the bank draft of Rs. 200/- must be placed in his envelop,if the tender document has been downloaded. It should also carry his experience & registration certificate.

10.2.2 Envelope 'B' marked "**Tender for Petty engineering Works (Civil, Electrical and plumbing) for RDPL,Jaipur Office located at VKIA Jaipur**". This should be super-scribed in bold capital letters on top center of the envelope.

Note: Both the envelopes A & B should be placed in a single large envelope and this large envelope should be sealed and submitted.

10.3 Bids received after the due date and time, or without necessary bank draft and documents,will be summarily rejected.

10.4 Bids will be evaluated, and contract shall be awarded to the lowest eligible and acceptable tenderer.

11. DEFINITIONS

11.1). The 'contract' means document forming the tender and acceptance thereof and the formal agreement executed between the RDPL and the contractor together with the documents referred to therein including these conditions, specifications,design, drawings & instructions issued from time to time by Engineer-in-Charge and all these documents aken together shall be deemed to form one contract and shall be complimentary to one another.

11.2). In the contract, the following expressions shall, unless the content otherwise requires have the meanings hereby respectively assigned to them.

11.2.1). WORK – The expressions 'Work' shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract to be executed whether temporary or permanent and whether original, altered, substituted or additional.

11.2.2). SITE – The 'Site' shall mean RDPL VKI AREA Jaipur.

11.2.3). Engineer-in-Charge - The 'Engineer-in-Charge' or Engineer means the engineer authorised by RDPL who shall sign the contract on behalf of the RDPL.

11.2.4). Contractor -The contractor shall mean the successful tenderer who is awarded the contract to perform the work covered by these tender documents and shall include the contractor's personal representatives, successors, executors, administrators and will be referred to as if of masculine gender and singular number through the tender documents.

11.2.5). Tenderer -The 'tenderer' means a party or parties submitting an offer for the work covered by the tender documents.

11.2.6). MANUFACTURER – The term 'Manufacturer' used here in refers to a party proposing to design and/or manufacturer of the equipments and material as specified complete or in part.

11.2.7). LETTER OF INTENT/ORDER TO COMMENCE WORK – Letter of intent shall mean the letter from Engineer-in-Charge conveying his acceptance of the tender and order to commence the work subject to such reservations as may have been stated therein. **This is also the letter of acceptance**

11.2.8). PLANT EQUIPMENT STORES – Plant Equipment shall mean and include Plant and material to be provided by the contractor and work to be done by contractor under the contract.

11.2.9). When the word ‘approved’ , ‘subject to approval’ , ‘satisfactory’ , ‘Directed’ , ‘when directed’ , ‘determined by’ , ‘accepted’ , ‘permitted’, are used the approval, judgment, direction etc. is understood to be function of the Engineer-in-Charge and shall have the same effect as performed by Engineer-in-Charge.

11.2.10). Inspecting Authority shall mean any person(s) authorized by the RDPL from time to time and case to case.

12. DOCUMENTS COMPRISING THE TENDER

(12.1) The tenderer shall be liable to pay on his own all statutory liabilities like PF, ESI as applicable & the taxes, duties, cess, octroi, levies, other charges etc to the concerned authorities and RDPL shall not be made liable to pay any such amount on any account whatsoever under this contract. It follows that the tenderer shall quote all inclusive prices in the tender submit by him.

(12.2) Copy of certificate from agency certifying that bidder should not be under liquidation, court receivership or similar proceeding.

(12.3) Copy of Partnership deed, duly registered /Registration deed under company Act/Affidavit of Sole Proprietorship etc. as the case may be should be furnished.

13. FORMAT AND SIGNING OF TENDERS

13.1 If the tender is submitted by a proprietary firm it shall be signed by the proprietor above his full name and the full name of his firm with its current address of the registered office.

13.2 If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the tender.

13.3 In case of partnership, the Power of Attorney in favour of partner signing the tender issued by the other partners.

13.4 All amendments/corrections shall be initialed by the person or persons submitting the tender.

13.5 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

13.6 Tender must ensure that each and every page of the tender document must be signed by tenderer in token of his having read the contents of each page of the tender document.

14 . RDPL RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS.

RDPL reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders, at any time prior to award of contract without assigning any reason..

15 . Availability of Tender Documents:

15.1 Successful tenderer whose tender is accepted will be required to execute an agreement on a non judicial stamp paper of Rs.100.00 (to be furnished by the successful tenderer) within fifteen days of the issue of the written order to start the work with the RDPL. No payment shall be paid for such papers.

15.2. The successful tenderer shall furnish to the employer a performance guarantee as detailed herein after.

15.3 In the event of failure of the tenderer to sign the contract documents (contract agreement) and / or submit the performance guarantee within a period of 7 days from the date of issue of Letter of Acceptance, a penalty of 1% (one percent) per day of delay of the value of the performance guarantee shall be lived up to a maximum of 10% of the value of the performance guarantee unless the period is extended by mutual agreement.

15.4 Canvassing in any form in connection with tenders is strictly prohibited and the tender submitted by the contractor who resort to canvassing shall be liable for rejection.

15.5. The acceptance of the tender shall rest with the RDPL 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 reason. Further, RDPL reserves the right to accept the whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect shall be liable to be rejected.

15.6. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking the instructions from Engineer-in-Charge shall be `Engineer-in-Charge or his authorized representative. Their working mobile number (s) must also be communicated in respect of such person (s).

15.7. Tenders for the work shall remain open for acceptance for a period of 60 days from the date of Tender opening.

15.8. The Tenderer or his authorized representative may be present on the time of tender opening

15.9 Unsealed, unsigned tenders shall be rejected summarily.

15.10 Before submitting their bid proposals, bidders shall carefully examine the site of the work to familiarize themselves with the site conditions which exist regarding present work to be executed, materials to be matched, precautions required, working space available and other conditions necessary to the making of the intelligent bids.

16. EARNEST MONEY

- a)
 - i) Earnest money of all the unsuccessful tenderers will be refunded within 1 month after opening of the tender.
 - ii) If the successful tenderer withdraws his tender with in validity period or makes any modification in terms and conditions of tender which are not acceptable to the RDPL, the RDPL shall without prejudice to any other right or remedy, be at liberty to forfeit the entire amount of the EMD.
 - iii) In case the contractor fails to commence the work specified in the tender documents on 3rd day or such time period as mentioned in letter of award after date on which the Engineer-in- Charge issues written orders to commence the work or from the date of handing over of site whichever is later, the RDPL shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.

17. PERFORMANCE GUARANTEE

5% amount of each bill shall be deducted towards performance guarantee which shall be payable to the bidder after 60 days of the completion of work without any interest.

18. Cancellation/Rescission of contract in full or in part.

The Engineer-in-Charge may without prejudice to any other right or remedy against the contractor in respect of any delay, inferior workmanship any claims or remedy for damages and/or any other provision of this contract or otherwise and whether the date of completion has or has not elapsed by notice in writing absolutely determine the contract In any of the following cases:

18.1) If the contractor, having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanship like manner, shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-Charge(which shall be final and binding) he will be unable to secure completion of the work by the date of completion or he has already failed to complete the work by that date.

18.2) If the contractor being a company shall pass a resolution or the court shall make the order that the company shall be wound up or if a receiver or a manager on behalf of a creditor, shall be appointed or if circumstances shall arise which entitle the court to make a winding up order.

18.3) If the contractor commits breach of any of the terms and conditions of this contract. When the contractor has made himself liable for action under any of the case aforesaid, the RDPL shall have powers to rescind the contract in whole or in part.

STANDARD CONDITIONS

CLAUSE –1 : SUBMISSION OF BILLS

The contractor shall submit all bills at the office of the Engineer-in-Charge and charges in the bills always be entered at the rates specified in the tender, unit price list or in the case of any extra work ordered in the pursuance of those conditions and not mentioned or provided for in the tender at the rates there after provided for such work. The rates, unit of measurement etc. must be the same as provides in the tender schedule.

CLAUSE – 2 : PAYMENT ON CONTRACTOR'S BILLS BY RDPL

1. Payment due to the contractor shall be authorized by the Engineer-in-Charge and shall be paid through A/C payee cheques .
2. Every receipt for money which may become payable or for any security deposit which may become transferable to the contractor under these conditions shall not withstanding anything to the contrary contained in the partnership deed if signed in the name of partner by any one of the partners of a contractor/firm, be a good and sufficient discharge, to the RDPL in respect of the moneys or security purported to be acknowledged thereby; and in the event of death of any of the contractor/partner during the pendency of contract it is hereby expressly agreed that every receipt by any of the surviving contractor of partners shall, if so signed as aforesaid be good and valid discharge as aforesaid, provided that nothing in this clause shall be deemed to prejudice or effect any claim which the RDPL may thereafter have against the legal representative of any deceased contractor/partner or in respect of any breach of any of the conditions of the contract and provided also that nothing in this clause shall be deemed to prejudice or effect the respective rights or obligations of the contractor/partner and of the legal representative of any deceased contractor/partner inter-se.

CLAUSE – 3 : PERIOD OF GUARANTEE

The period of the general guarantee on all construction work will be one year for this work starting from the date of acceptance of the complete work of the contractor by the Engineer in charge. However, should any defect arise in any work within this time the required period of guarantee for that individual item only will further increased to one year for this work starting from the formal acceptance date by the Engineer-in-Charge following the remedy of the defects by the contractor.

CLAUSE – 4 : CONTRACTOR TO PRESERVE PEACE

The contractor shall at all times during the progress of work take all requisite precautions and use his best behavior to prevent any riotous or unlawful behavior by or amongst their workmen and other employed in the works and for the preservation of peace and protection of the inhabitants and the security of the property in the neighborhood of works. He shall also pay the charges of social peace, if any, that may be deployed for maintenance of peace and allow and order at the discretion of the Engineer-in-Charge.

CLAUSE – 5 : COOPERATION WITH OTHER CONTRACTORS

- a) Rajasthan Drugs & Pharmaceutical Limited reserves the right to let other contractor to carry out his site activities on same site. The contractor shall offer other contractors reasonable opportunity for the transportation and storage of their materials and the execution of their work and shall properly connect and coordinate his work with their's.
- b) If any part of the contractor's work depends upon the proper execution and results of the work of any other contractor, he shall inspect and promptly report in writing to the Engineer the defects in such work that may render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute an acceptance of the other contractor work fit and proper for the reception of this work, except as to defects which may develop in the other contractor work after the proper execution of his work.
- c) To ensure the proper execution of this subsequent work the contractor shall get the work measured already carried out and shall at once report to the Engineer any discrepancy between the executed work and the drawings.

CLAUSE -6

The work as a whole or any part thereof shall be carried out by the contractor. No part of the work or the works a whole back to back basis shall be further tendered / sub contracted. No exception shall be made to any contractor or any ground whatsoever in view of the tight deadline for completion.

Quoting of rates: *The rates are to be quoted on the basis of BSR 2012*

SPECIAL CONDITIONS AND EXPLANATORY NOTES

1. Payment terms:-

- a) No advance payment will be paid by this office. However, bill will be raised by the Agency on completion of the Calender month and payment will be made thereafter due verification.
- b) No payment shall be made to the contractor for idle man power, tools, plants & machinery for any reason whatsoever. The contractor is required to take all possible steps to avoid/mitigate his losses under such circumstances.
- c) The contractor shall quote all inclusive prices. No price variation clause shall be imported into the contract-as such or under any other term abbreviation, phrase etc. impliedly or expressly having the insidious effect of price variation. All prices quoted by the contractor shall remain firm.

2. Execution of work:-

- a) The work shall be executed at site after taking into account all the rules & regulations and local authorities. The contractor shall indemnify RDPL against any violations and discharge all liabilities and responsibilities arising therefrom. The contractor should familiarize himself with the site before hand and plan the execution of work accordingly. He must also take into consideration the neighborhood and area where the site is located.
- b) All activity that creates a loud noise should be carried out outside office hours so as to avoid complaints from the adjoining tenants of the building.
- c) The contractor shall ensure that no material pending execution at site or disposal shall be kept at a location other than that authorized by the RDPL in writing.
- d) If any instruction is issued for removal of material, the same should be complied within 24 hours from the time of intimation to the contractor.
- e) The work may require to be carried out in a single 8 hours shift, decided by the engineer-in-charge. Should the need arise, work can be done round the clock to meet the deadlines. Manpower shall not be repeated in shift unless permitted by RDPL in part or whole. Instructions given by the RDPL in this matter shall be binding.
- f) All necessary work shall be done / redone by the contractor to facilitate such partial uses of the premises during the progress of work.

3. Serviceable released material:-

Serviceable released material shall be deposited with the RDPL and the details thereof be placed on records all unserviceable should be disposed off by the contractor without dumping the same in the premises. No payment shall be made for removal of unserviceable material.

4. Tools, plants & machinery :-

The contractor shall arrange to bring in his own tools, plants and machinery and instrumentations etc. at his own cost. Decision of Engineer-in-Charge regarding the use thereof shall be binding. No additional payment whatsoever shall be made on this account by Engineer-in-Charge.

5. Safe custody of material, samples & transportation :-

- a) The contractor shall make his own arrangement for the safe custody of material brought at the site as well as keep watch & ward over the entire site. No separate watch & ward charges shall be paid on any account whatsoever.
- b) Should the need arise the contractor may be required to submit sample of any particular material / device /consumable etc. This shall be done by the contractor at his own cost. No separate charges shall be paid.

6. Communication and contact person:-

- a) The contractor must have non-residential regular office in Jaipur having a valid address. In case of firm is having their registered office outside Jaipur, the address of the local office in Jaipur would suffice. Landline and / or mobile numbers to be communicated to Engineer-in-Charge.
- b) At least one person having required skill must be available on all working days ½ hour prior to commencement of office hours (presently 0830 hrs) and be available upto 1700 hrs. If need be,

he would be required to be present earlier or stay later after office hours. No Overtime shall be payable by RDPL.

7. **Where the provisions of this tender document fall short or are not express and where and when considered necessary by the RDPL, the contents of the CPWD Codes and CPWD Works Manual 2010 shall be imported into this contract in whole or in part (s) as decided by the RDPL, but not if it is repugnant to the context and / or any provisions / proviso in the special conditions of this tender context and not expressly provided. The decision of the RDPL shall be final and binding upon the contractor.**
8. Approval on all matters shall be given by the RDPL.

DECLARATION

I have studied the contents of all the proceeding 11(Eleven) pages of this tender document carefully. I have signed each page of this document in token thereof.

There is no deviation, counter offer and / or conditional offer. If anything express or implied is found in the tender the same shall be treated as null and void.

Signature of the Contractor

Office Seal