**TENDER DOCUMENTS**

**For**

**Construction Of Common Facility Centre**

**For SAAR Handloom Producer Company**

**At**

**Dag No 1 (Part) of Village Naharbari NC, under Kadam Mouza of Kadam Revenue Circle, District Lakhimpur, Assam**

PROJECT IMPLEMENTED BY

**NHPC Limited**

Subansiri Lower H.E Project, Gerukamukh, Dhemaji 787035

NETWORK PARTNER

**INSTITUTE OF INTEGRATED RESOURCE MANAGEMENT**

Chandmari Path, Ward No.14, Post Office - North Lakhimpur, Assam – 787001, India

Website: [www.iirmindia.org](http://www.arohanfoods.com)

Email: [iirm2000@gmail.com](mailto:iirm2000@gmail.com)

PRODUCER COMPANY

**SAAR HANDLOOM PRODUCER COMPANY Ltd.**

Project Site:

**SAAR HPC Ltd. Common Facility Centre,**

**Dag No 1 (Part) of Village Naharbari NC, under Kadam Mouza of Kadam Revenue Circle, District Lakhimpur**

**DECEMBER 2023**

Contents

[1. Preamble 4](#_Toc118280301)

[2. Scope of Work 5](#_Toc118280302)

[3. Qualification Criteria 5](#_Toc118280303)

[4. Language of the Tender 6](#_Toc118280304)

[5. Purchase of Tender Document 6](#_Toc118280305)

[6. Pre-Bid Meeting 7](#_Toc118280306)

[7. Clarification of Tender Document 7](#_Toc118280307)

[8. Amendment of the Tender Document 7](#_Toc118280308)

[9. Authorization of the Tender 7](#_Toc118280309)

[10. 10 Site Visit 8](#_Toc118280310)

[11. Specific Instruction to Bidders for Quoting of Rates 8](#_Toc118280311)

[12. Specific Conditions for the Works 9](#_Toc118280312)

[13. FORCE MAJEURE: 16](#_Toc118280313)

[13.2 TAXES & DUTIES: 17](#_Toc118280314)

[13.3 PRICES/ RATES AND PAYMENT TERMS: 18](#_Toc118280315)

[13.4 INSURANCE COVER: 18](#_Toc118280316)

[13.32 FORECLOSURE: 20](#_Toc118280317)

[13.33 DEFAULT BY THE SUCCESSFUL BIDDER AND TERMINATION OF AGREEMENT IN FULL OR IN PART: 21](#_Toc118280318)

[14. Submission of Tender in Two Cover System 24](#_Toc118280319)

[15. Earnest Money Deposit 25](#_Toc118280320)

[16. Validity 25](#_Toc118280321)

[17. Opening & Evaluation of Tender 26](#_Toc118280322)

[18. Price Offer 26](#_Toc118280323)

[19. Evaluation of the Price 27](#_Toc118280324)

[20. Award of Contract 27](#_Toc118280325)

[21. Security Deposit 27](#_Toc118280326)

[22. Agreement 27](#_Toc118280327)

[23. Issue of Work Order 28](#_Toc118280328)

[24. Defect Liability Period 28](#_Toc118280329)

[25. Payment terms 29](#_Toc118280330)

[26. Penalty 29](#_Toc118280331)

[27. Termination of Contract 29](#_Toc118280332)

[28. General Conditions 29](#_Toc118280333)

[29. Arbitration 29](#_Toc118280334)

[30. Jurisdiction of the Court 30](#_Toc118280335)

[31. Annexure I 31](#_Toc118280336)

[32. Annexure II 32](#_Toc118280337)

[33. Annexure III 33](#_Toc118280338)

[34. Annexure IV 34](#_Toc118280339)

[35. Annexure V 35](#_Toc118280340)

[36. Annexure VI 36](#_Toc118280341)

[37. Annexure VII 37](#_Toc118280342)

[38. Annexure VIII 38](#_Toc118280343)

[39. Annexure IX 40](#_Toc118280344)

# Preamble

A Tripartite agreement signed on 21 June 2018 marked the beginning of Interventions in Handloom Sector, wherein NHPC Ltd in consultation with IRMA engaged the Foundation for MSME Clusters (FMC) towards “Establishment of Community Enterprise for Handloom Products in Lakhimpur & Dhemaji Districts”.

FMC (Foundation for MSME Clusters), the network partner for Handloom was selected to execute one of the 3 selected livelihood initiatives in downstream area of the project.

The livelihood activities in Handloom began in earnest in July of 2018. The project envisaged India’s largest farmer producer company working in Handloom weaving value chain, from Lakhimpur. The interventions under the implementation plan includes a common facility centre, market linkages and value addition built on land provided by NHPC Ltd. by way of district administration for the benefit of the weavers.

The project envisioned by NHPC Ltd specifies the following institutional arrangement at the operational level:

A Farmer Producer Company was formed to develop and manage the cluster

Consulting Partner was appointed to Monitor and Guide the project implementation

Network Partner (NA) was appointed to assist and guide the project implementation

Under this Project **SAAR Handloom Producer Company** was formed. The **Institute of Rural Management Anand** are the designated consultants for the project and the Network Partner is **FMC (Foundation for MSME Clusters)**.

The project envisages establishment of Common Facility Centre (CFC), for various facets of weaving.

In this context,the Network Partner (NA), **IIRM** having administrative office at Institute of Integrated Resource Management, Chandmari Path, Ward No.14, Post Office - North Lakhimpur, Assam – 787001, India, invites tenders from Licensed civil engineers/startups/MSME registered and Contractors registered with NHPC having minimum two years of experiences in civil works/ Credentials of a similar nature of work towards establishment of Common Facility Centre at **SAAR Handloom Producer Company, Dag No 1 (Part) of Village Naharbari NC, under Kadam Mouza of Kadam Revenue Circle, District Lakhimpur, Assam.**

# Scope of Work

* The successful tenderer should undertake construction of the Common Facility Centre at **SAAR Handloom Producer Company, Dag No 1 (Part) of Village Naharbari NC, under Kadam Mouza of Kadam Revenue Circle, District Lakhimpur, Assam** as per the Estimate/Bill of Quantity (BoQ) given in Annexure-I.
* The successful tenderer should complete the construction of CFC buildings and amenities within 180 days from the date of receipt of Work Order.
* The work is to be treated as one project and the summary price quoted by the bidder will be valid till the completion of the entire works. There is no scope for escalation of quantity or price, and it will have to be completed within the summary price.

# Qualification Criteria

| **CLAUSE** | **QUALIFICATION CRITERIA** | **SUPPORTING DOCUMENTS** |
| --- | --- | --- |
| **3(A)** | The tenderer should be a registered legal entity. | i) In case of Private / Public Limited Companies |
| ·       Copy of Incorporation Certificate issued by the Registrar of Companies |
|  | ·       Copy of Udyog Aadhaar/ GST Registration Certificate/ PAN Card. |
|  | (ii)  In case of Partnership Firm |
|  | ·       Registered Partnership deed |
|  | ·       Copy of Udyog Aadhaar/ GST Registration Certificate/ PAN Card. |
|  | (iii)  In case of Proprietorship |
|  | ·       Copy of Udyog Aadhaar/ GST Registration Certificate/ PAN Card. |
| **3(B)** | The contractor in the last two years ending with last day of month previous to the one in which the work is awarded, should have done civil work. | * Work orders issued by clients * List of construction works executed in last 2 years as per Annexure-V |
| **3(C)** | The tenderer should have  been awarded and successfully completed at least two works W.R.T. civil works in the last 2 years (prior to NIT publication date). | * Work orders issued by clients. |
|  |
| * Completion certificate issued by clients against their respective work order. |
|  |
| **3(D)** | The bidder must have achieved an average annual turnover of 2.00 crores in the last 2 years in civil works. | The average annual turnover statement duly certified by Chartered Accountant as per Annexure IV. |
| **3(E)** | The tenderer should not have been blacklisted for supply of any items or services by any Government departments/Private Agency | The notarised declaration form as per Annexure VI should be enclosed. |

# Language of the Tender

The Tender prepared by the tenderer as well as all correspondences and documents relating to the tender shall be in English language only. If the supporting documents are in a language other than English, the notarized translated English version of the documents should also be enclosed.

# Purchase of Tender Document

The tender Schedule shall be downloaded from www.iirmindia.org/tenders. Cost of Bid Documents: Rs. 2500 /-(Non-Refundable) in the form of a demand draft in the name of **INSTITUTE OF INTEGRATED RESOURCE MANAGEMENT** Payable at North Lakhimpur, Assam. The tenderer should give a declaration for not having tampered the Tender document downloaded from Internet (as per Annexure VII).

The tender document can be downloaded from 22nd December, 2023 onwards.

# Clarification of Tender Document

The tenderers may ask for queries in any of the clauses in the tender document **on or before the Pre-Bid meeting**. Such queries shall be sent in by e-mail to [iirm2000@gmail.com](mailto:iirm2000@gmail.com). IIRM shall reply to such clarification via email. It is binding on the part of tenderers to check the above said website for any amendments or clarifications posted during the entire tender process.

# Amendment of the Tender Document

To issue Amendment; IIRM as a result of a query, suggestion or comment of an Applicant or a Respondent, may modify the tender document by issuing an addendum or a corrigendum at any time before the opening of the tender, with the concurrence of the tender/working committee. Any such addendum or corrigendum will be uploaded on **www.iirmindia.org/tenders** and the same will be binding on all Applicants or Respondents or Tenderers, as the case may be.

# Authorization of the Tender

The Tender should be signed on each page by the tenderer or by the person who is duly authorized for the same by the tenderer.

# 10 Site Visit

The Bidder, at his own responsibility and risk may visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc Address: **SAAR HPC Ltd. Common Facility Centre Site,** **Dag No 1 (Part) of Village Naharbari NC, under Kadam Mouza of Kadam Revenue Circle, District Lakhimpur, Assam**.

In general, Bidders shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. The bidder shall attach a GPS tagged picture of the site visit for the records of the tender committee.

# Specific Instruction to Bidders for Quoting of Rates

* The contractors are requested to read the detailed specification and quote the rates clearly in the Price bid. Quoting the rates in the Price bid will only be taken up for comparison and shall be final.
* The tenders invited are based on item wise rates mentioned in the estimate of works/BoQ. Any alteration made by the tenderer in the contract form, the conditions to Contract or quantities accompanying the same will not be recognized and if any such alterations are made the tender will be void.
* The tenderer / contractor will make his/her/their own arrangements to procure and use ISI Brand Cement and ISI Brand steel required for the work. Including other materials wherever ISI certification provided.
* It should be clearly understood that the rate quoted by the tenderer / contractor is inclusive of incidental charges including all seen & unseen costs such as conveyance, loading, unloading, stacking at site and testing charges, site protection, security service, safety etc, temporary electrification, water supply etc for carrying out the work
* The tenderer / Contractor should strictly follow above instructions without fail.
* There is no scope for cost escalation/inclusion of missing item(s). If any such missing items is identified, it has to be clarified in the pre-bid meeting itself. Any such requirements identified by contractor after acceptance of offer will be sole responsibility of the bidder. Additionally, no payment will be entertained from the contract issuing authority.

# Specific Conditions for the Works

* 1. CLEANLINESS AT SITE: THE SUCCESSFUL BIDDER shall at all times keep the site of the work in a state of tidiness and cleanliness that allows normal progress of work and ensure the safety of all personnel, plant, equipment and material and the proper execution of corporation's all works. On completion of the work, the Contractor shall remove all construction plant, equipment, materials, temporary facilities, remains, waste and excess excavated soil resulting from work site, other areas places at his disposal by the Corporation, public and private road, stream and ditches and shall restore all these places to condition that are to the satisfaction of NHPC and IIRM.
  2. CONTRACTOR'S WORK AREA CAMP: Contractor shall arrange open area for facilitating works. Further, contractor shall make his own arrangements for constructing temporary accommodations and other structures required for the work at his own cost. It shall be understood that under no circumstances IIRM shall be responsible for any legal liabilities w.r.t. hire/ rent/ lease of such area/ facilities by the Contractor
  3. SECURITY SAFETY, FIRE PREVENTION AND PROTECTION: The contractor shall ensure strict compliance at his own cost with all security and safety laws and regulations and with all safety procedures as laid down in the safety Manual of Corporation. The contractor shall also observe all site regulations and a procedure for safety that may be issued from to time to time by NHPC or IIRM without any cost to the corporation or IIRM. The contractor shall at all time exercise reasonable and proper precautions for the safety of the people on the works and shall comply with the provision of current safety laws of the Central/State Governments. The contractor shall also provide all necessary arrangements to protect the public from accidents and shall be bound to bear all the expenses of defence of every suit, action and other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action and proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any person. The contractor shall provide necessary safety gadgets to their staff/ labour engaged.
  4. FIRST AID: The contractor shall be responsible for providing, operating and maintaining a First-Aid station at the site at his own cost for treatment of his employees. The first-aid station shall have provision for emergency treatment until transfer of patient/injured person to a permanent hospital or other treatment centre.
  5. SUPPLY OF FUEL TO WORKERS: The contractor shall ensure an adequate free supply of fuel to each of his workers engaged on the works under the contract throughout the contract period for their daily needs. The contractor shall also ensure that none of his workers or their family members cut any tree in the areas of the project, failing which the contractor shall be held liable for the acts of such workers or their family/members. Contractor shall not obstruct / damage any line or drains without prior approval of IIRM.
  6. RIVER MINOR PRODUCE: Contractor shall arrange minor river produce for the works from approved quarries at no extra cost to NHPC or IIRM. For any breach in Law in this regard or for any illegal mining, Contractor shall be solely responsible and keep NHPC and IIRM or its authorized representatives indemnified against any legal action. THE SUCCESSFUL BIDDER shall ensure compliance in this regard.
  7. CONSTRUCTION MATERIAL: THE SUCCESSFUL BIDDER shall ensure that all construction material required for execution of works shall be arranged by the contractor himself/ THE SUCCESSFUL BIDDER well in advance and in accordance with the construction program. All material should be of standard specification. THE SUCCESSFUL BIDDER remove all sub-standard material from site immediately and replace the same with material of desired specification without any extra cost to NHPC and/or IIRM. NHPC and IIRM reserves the right to get the materials tested from third party at the cost of THE SUCCESSFUL BIDDER for which THE SUCCESSFUL BIDDER shall bear all expenses towards the testing of materials.
  8. SAFETY: THE SUCCESSFUL BIDDER shall ensure that the Contractor strictly adheres to all safety norms in accordance to Government rules & regulations and relevant IS codes.
  9. COMMUNICATION: THE SUCCESSFUL BIDDER shall arrange, provide and maintain communication facilities, as may be necessary in connection with the work, at its own cost.
  10. Defect Liability Period: Defect Liability period for HPC Level Infrastructure, structure wise, shall be one (01) year from the date of handing over the said structure to NHPC/ HPC.
  11. SUPERVISION OF WORKS: THE SUCCESSFUL BIDDER shall appoint at his own expense adequate number of engineers with sufficient experience to supervise the Works. The authorized representatives present at the site(s) shall superintend the execution of the works with such additional assistance in each trade, as the work involved shall require and considered reasonable by NHPC and/or IIRM. Directions/instructions given by NHPC and/or IIRM to the THE SUCCESSFUL BIDDER's authorized representatives shall be considered to have the same force as if these had been given to the THE SUCCESSFUL BIDDER.
  12. MEASUREMENTS: NHPC and IIRM shall except as otherwise stated ascertain and determine by measurement, the value of work done in accordance with the NIT
  13. Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the Contract shall be taken in accordance with the procedure as laid down by the Bureau of Indian Standards (BIS). All items having a financial value shall be entered in measurement book, level book, etc., prescribed by NHPC and/or IIRM so that a complete record is maintained of all work performed. Measurement shall be taken jointly by NHPC and IIRM.
  14. Before taking measurement of any works, NHPC and/or IIRM, shall give a reasonable notice to the THE SUCCESSFUL BIDDER. If THE SUCCESSFUL BIDDER fails to attend or send an authorised representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of taking the measurements, then in that event the measurements taken by NHPC and IIRM shall be taken to be correct and final measurements of such work.
  15. THE SUCCESSFUL BIDDER shall, without extra charge, provide assistance with every appliance, labour and other appliances (theodolite, level etc.) and things necessary for measurement.
  16. Measurement shall be signed and dated by both parties on the Site on completion of measurement. If THE SUCCESSFUL BIDDER objects to any of the measurements recorded by NHPC and IIRM a note to that effect shall be made in the measurement book against the

item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of IIRM on any such dispute or difference or interpretation shall be final and binding on THE SUCCESSFUL BIDDER in respect of all items, substituted items, extra items and deviations. Provided that items of work which are not susceptible to measurement at the later date must be measured jointly and signed accordingly by both IIRM &THE SUCCESSFUL BIDDER at the time of execution of such items.

* 1. MATERIALS: THE SUCCESSFUL BIDDER shall at his own expense provide/arrange all materials required for the bonafide use on work. All materials to be provided by THE SUCCESSFUL BIDDER shall be in conformity with the Specifications laid down in CPWD/ APWD and THE SUCCESSFUL BIDDER shall furnish from time-to-time proof and samples, at his cost, of the materials as may be specified by the NHPC and/or IIRM for approval before use in the Works. NHPC and IIRM shall also have powers to have such tests, as may be required, and THE SUCCESSFUL BIDDER shall carry out the same. The cost of materials consumed in such tests and also expenses incurred thereon shall be borne by THE SUCCESSFUL BIDDER in all cases.
  2. NHPC and IIRM shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured, or at any place where these are lying or from where these are being obtained. For this purpose, THE SUCCESSFUL BIDDER shall afford such facilities as may be required for such inspection and examination.
  3. NHPC and IIRM shall have full powers for removal of any or all materials brought to site by THE SUCCESSFUL BIDDER, which are not in accordance with the Specifications or samples, approved by NHPC and/or IIRM. Should THE SUCCESSFUL BIDDER fail to remove the rejected materials, NHPC and/or IIRM shall be at liberty to have them removed by other means at THE SUCCESSFUL BIDDER's cost. NHPC and IIRM shall have full power to procure other proper materials to be substituted at THE SUCCESSFUL BIDDER's costs.
  4. SECURITY DEPOSIT FOR PERFORMANCE: Security Deposit, if required shall comprise of Performance Security Deposit to be furnished by THE SUCCESSFUL BIDDER at the time of signing of the Agreement
  5. REFUND OF SECURITY DEPOSIT:

For HPC level Infrastructure the Security Deposit less any amount due shall, on demand, be returned to THE SUCCESSFUL BIDDER after 14 days of expiry of Defects Liability Period as defined above without any interest/penalty.

* 1. COMMENCEMENT OF WORK, TIMELINE & SCHEDULE:
     1. THE SUCCESSFUL BIDDER shall commence the Work(s) immediately after signing of Agreement between IIRM & THE SUCCESSFUL BIDDER and shall proceed with the same with the expedition and without delay as may be expressly sanctioned or ordered by NHPC. If THE SUCCESSFUL BIDDER commits default in the commencement of work within 30 days of signing of Agreement, IIRM shall without prejudice to any other right or remedy be at liberty to cancel the Agreement and forfeit the Performance Guarantee.
  2. PERFORMANCE SCHEDULE:
     1. THE SUCCESSFUL BIDDER shall follow agreed planning & scheduling during execution as per the NIT.
     2. During the execution of Works, if it appears to NHPC, that actual progress of works does not conform to the program consented herein, THE SUCCESSFUL BIDDER shall produce a revised program dealing modifications to such program necessary for ensuring completion of works within Timeline stipulated in the NIT
     3. WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS: Subject to any provisions to the contrary contained in the NIT, THE SUCCESSFUL BIDDER shall have the options to carry out the works continuously during night, Sunday or holidays, without any additional cost to IIRM.

LABOUR/ MANPOWER DEPLOYED FOR WORKS:

* + 1. THE SUCCESSFUL BIDDER shall abide by all rules & regulations of RPFC, if applicable, in addition to labour laws & shall submit the proof of EPF deposited with RPFC, if applicable, for the person deployed for the work.
    2. During the entire period of execution, THE SUCCESSFUL BIDDER and its associates, if any engaged by THE SUCCESSFUL BIDDER for execution of works mentioned under NIT, shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.
    3. THE SUCCESSFUL BIDDER shall keep NHPC and IIRM indemnified in case any action is taken against NHPC or IIRM by the competent authority on account of contravention by THE SUCCESSFUL BIDDER of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If NHPC or IIRM is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of THE SUCCESSFUL BIDDER, NHPC and IIRM shall also have right to recover from THE SUCCESSFUL BIDDER any sum required or estimated to be required for making good the loss or damage suffered by NHPC and/or IIRM.
    4. The employees of THE SUCCESSFUL BIDDER and its associates, if any, engaged by THE SUCCESSFUL BIDDER for execution of works mentioned under NIT, in no case shall be treated as the employees of NHPC or IIRM at any point of time.
    5. NHPC and/or IIRM shall on a report having been made by an authorised Inspecting Officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to THE SUCCESSFUL BIDDER any sum required or estimated to be required for making good the loss suffered by worker(s) by reasons of non‑fulfilment of the conditions of the Contract for the benefit of workers, non‑payment of wages or of deductions made by him from wages which are not justified by the terms of the contract or non‑observance of the relevant Acts and Rules with amendments made from time to time. If NHPC and/or IIRM makes payment to THE SUCCESSFUL BIDDER’s/ or its associate’s labour due to non-payment of wages to labour by THE SUCCESSFUL BIDDER, NHPC and/or IIRM shall recover the amount thus paid from the next Interim Payment of THE SUCCESSFUL BIDDER.
    6. THE SUCCESSFUL BIDDER shall indemnify NHPC and IIRM against any payments to be made under and for observance of statutory Regulations, Laws, Rules under this clause without prejudice to his right to claim indemnity from its associates or contractors. In the event of THE SUCCESSFUL BIDDER’s failure to comply with the provisions or in the event of decree or award or order against THE SUCCESSFUL BIDDER having been received from the competent authority on account of any default or breach or in connection with any of the provisions of statutory Regulations, Laws, Rules in this regard, NHPC and/or IIRM, without prejudice to any other right or remedy under the Agreement, shall be empowered to deduct such sum or sums from the bills of the THE SUCCESSFUL BIDDER or from the Security Deposit or from other payments due under the Agreement or any other Agreement to satisfy within a reasonable time the provisions of the various statutory Acts/Laws/Rules/Codes in this regard, on the part of THE SUCCESSFUL BIDDER under the Agreement on behalf of and at the expenses of THE SUCCESSFUL BIDDER and make payment and/or provide amenities/facilities/services accordingly. In this regard, the decision of NHPC and/or IIRM shall be conclusive and binding on THE SUCCESSFUL BIDDER.
    7. THE SUCCESSFUL BIDDER shall at his own expense comply with or cause to be complied with the Provisions/Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation & Abolition) Act and other relevant Acts and Rules framed thereunder or any other instructions issued by NHPC and/or IIRM in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, THE SUCCESSFUL BIDDER fails to make arrangements as aforesaid, NHPC and/or IIRM shall be entitled to do so and recover the cost thereof from THE SUCCESSFUL BIDDER.
    8. THE SUCCESSFUL BIDDER shall at his own expense arrange for the safety provisions as required by the NHPC and IIRM, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case THE SUCCESSFUL BIDDER fails to make arrangements and provide necessary facilities as aforesaid, NHPC and IIRM shall be entitled to do so and recover the cost thereof from THE SUCCESSFUL BIDDER. But this will not absolve THE SUCCESSFUL BIDDER of his responsibility or otherwise thereof.
    9. In the event of any injury, disability or death of any workmen in or about the work employed by THE SUCCESSFUL BIDDER either directly or through its associates/ contractors, THE SUCCESSFUL BIDDER shall at all times indemnify and save harmless NHPC and IIRM against all claims, damages and compensation under the Workmen Compensation Act, 1923 as amended from time to time or in other law for the time being in force and rules there under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of THE SUCCESSFUL BIDDER be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against THE SUCCESSFUL BIDDER for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by NHPC and/or IIRM from any sum then due or that may become due to THE SUCCESSFUL BIDDER or from the Security Deposit or sale thereof in full or part under the Agreement or any other Agreement with NHPC and/or IIRM towards fulfilment of the said decree, award or orders.
  1. Provided always that THE SUCCESSFUL BIDDER shall have no right to demand payments/claims whatsoever on account of compliance with the obligations under this clause and Labour Regulation and the same are deemed to be covered in the prices towards execution of works.
  2. REMOVAL OF THE SUCCESSFUL BIDDER's (OR ITS ASSOCIATES OR CONTRACTOR ENGAGED FOR EXECUTION OF WORKS COVERED UNDER NIT) MEN: THE SUCCESSFUL BIDDER shall employ on the execution of the Works only such persons as are skilled and experienced in their respective trades and NHPC shall be at liberty to object to and require THE SUCCESSFUL BIDDER to remove from the works any persons employed by THE SUCCESSFUL BIDDER on the execution of the works who, in the opinion of NHPC and/or IIRM, misconducts himself or is incompetent or negligent in the proper performance of his duties. THE SUCCESSFUL BIDDER shall forth‑with comply with such requisition and such person shall not be again employed upon the works without permission of NHPC and/or IIRM. Any person so removed shall be replaced immediately.

# FORCE MAJEURE:

* + 1. Timelines mentioned in the NIT are subject to Force Majeure. The term "Force Majeure" shall herein means an exceptional event or circumstance:

1. which is beyond a Party's control;
2. which such Party could not reasonably have provided against before entering into the Agreement;
3. which, having arisen, such Party could not reasonably have avoided or overcome; and
4. which is not substantially attributable to the other Party.
   * 1. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
5. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
6. rebellion, revolution, insurrection, military or usurped power, or civil war,
7. riot or commotion or disorder, strike by persons other than the Contractor's personnel and other employees of the Contractor and Subcontractors,
8. ionising radiation or contamination by radio-activity, and
9. pressure waves caused by air craft or other aerial devices travelling at sonic or supersonic speed.
10. natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity
    * 1. In such situations, IIRM and THE SUCCESSFUL BIDDER would collectively take decisions on moving forward with fresh timelines as applicable. In the event of any eventuality covered under Force Majeure, THE SUCCESSFUL BIDDER shall be granted time extension as per relevant clause herein.

# TAXES & DUTIES:

* + 1. The quoted price shall be fixed and firm inclusive of all duties, taxes, levies etc., including those assessed on IIRM.
    2. Any statutory variation in the rate of aforesaid taxes if any, during the currency of the Agreement including extension thereof shall be on the decision of NHPC.
    3. Further, any New Tax or Duty or Levy, other than those existing at the time signing of this Agreement, is imposed in India under a statute or law during the pendency of the Agreement and THE SUCCESSFUL BIDDER becomes legally liable thereunder to and actually pay the same for the works mentioned under the scope of work, then THE SUCCESSFUL BIDDER shall immediately inform IIRM in this regard. IIRM will reimburse the same to the Consultant on production of satisfactory proof of payment subject to the approval of NHPC.
    4. THE SUCCESSFUL BIDDER’s staff and labor (either employed directly or indirectly) will be liable to pay personal income taxes in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and THE SUCCESSFUL BIDDER shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
    5. Provided further that, THE SUCCESSFUL BIDDER shall not be entitled for reimbursement under Sub Clause 11.2 &11.3 if the changes in the existing tax or duty or levy or imposition of new tax or duty or levy as mentioned in Sub Clause 11.2 &11.3 pertains to indirect transactions between THE SUCCESSFUL BIDDER and any third party (e.g. GST on Insurance Premium, Taxes/Duties/Levies on the cost of inputs/materials to be incorporated in the Works).
    6. Notwithstanding anything contained elsewhere in the Agreement, IIRM shall deduct at source from the payment due to THE SUCCESSFUL BIDDER, the taxes as required to be deducted under applicable Tax Act or Rule. The amounts so deducted shall be deposited by IIRM with the Tax authorities as per Law. Immediately thereafter, IIRM shall inform THE SUCCESSFUL BIDDER of the detailed calculations of such deductions and shall provide THE SUCCESSFUL BIDDER with the corresponding receipts from the tax authorities. It is for THE SUCCESSFUL BIDDER to deal with the Tax authorities directly in respect of any claim or refund relating to the above deductions and IIRM shall not be liable or responsible for any claims or payments or reimbursement in this regard.

# PRICES/ RATES AND PAYMENT TERMS:

* + 1. Prices/ Rates: The Agreement shall be for the whole Works, as described in the NIT. The quoted price shall be fixed and firm inclusive of all duties, taxes, levies etc., including those assessed on IIRM.
    2. Price Variation/ Escalation: The rates quoted by THE SUCCESSFUL BIDDER are firm and no separate price escalation whatsoever shall be payable for any variation in the prices of materials, labour or any other related expenses during the pendency of the Agreement.

# INSURANCE COVER:

* + 1. THE SUCCESSFUL BIDDER would adequately insure persons deployed for the work during the effective period of the Project work with no extra cost to IIRM.
    2. Neither Party to the Agreement shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the Works or any part thereof or to any person or anything whatsoever of either Party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either Party shall bear losses and damages in respect of their respective men and materials. As such liability of either Parties shall include claims/compensation of the third Party also.
    3. THE SUCCESSFUL BIDDER shall indemnify and keep indemnified NHPC and IIRM against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the execution of works during the Time for Completion and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third Party.
    4. The Insurance Policy shall have a clause of taking no objection certificate IIRM before release of any settled claim by insurance company to THE SUCCESSFUL BIDDER or its associates/ contractor.
    5. THE SUCCESSFUL BIDDER shall, without limiting his or IIRM’s obligations and responsibilities, insure, in the joint names of THE SUCCESSFUL BIDDER and the Employer, against liabilities for death of or injury to any person or loss of or damage to any property (other than the Works) arising out of the performance of the works as described in the NIT for at least the amount stated here under:

1. Public liability limits for bodily injury not less than Rs.2,50,000/- (Rs. Two Lakhs & Fifty Thousand only) and/or for death not less than Rs. 5,00,000/- (Rs. Five Lakhs only) per person for each accident.
2. Property liability limits for each accident not less than Rs.10,00,000/- (Rs. Ten Lakhs only).

Limit of total liability both for Public and Property under sub-clause 13.5 (a) and (b) shall be 10 % of total value of works covered under the NIT.

* + 1. IIRM shall not be liable for in respect of any damages or compensation payable to any workman or other person in the employment of THE SUCCESSFUL BIDDER or any subcontractor, other than death or injury resulting from any act or default of NHPC, his agents or servants. THE SUCCESSFUL BIDDER shall indemnify and keep indemnified IIRM against all such damages and compensation, other than those for which IIRM is liable as aforesaid, and against all claims, proceedings, damages costs, charges and expenses whatsoever in respect thereof or in relation thereto.
    2. THE SUCCESSFUL BIDDER shall insure against such liability and shall continue such insurance during the whole of the time and that any persons are employed by him on the Works. Provided that, in respect of any persons employed by any subcontractor, the THE SUCCESSFUL BIDDER's obligations to insure as aforesaid under this liability in respect of such persons in such manner that NHPC is indemnified under the policy, but THE SUCCESSFUL BIDDER shall require such sub-contractor to produce to IIRM, when required, such policy of insurance and the receipt for the payment of the current premium.
    3. Within 30 days of the Commencement Date, THE SUCCESSFUL BIDDER shall provide the insurance policies / evidence of insurance to IIRM. Such insurance policies shall be consistent with the general terms agreed prior to signing of Work Order Acceptance. THE SUCCESSFUL BIDDER shall affect all insurances for which he is responsible with insurers and in terms approved by IIRM.
    4. THE SUCCESSFUL BIDDER shall notify the insurers of changes in the nature, extent or Programme for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of the Agreement and shall, when required, produce to NHPC the insurance policies in force and the receipts for payment of the current premiums.
    5. If THE SUCCESSFUL BIDDER fails to effect and keep in force any of the insurances required under the Agreement, or fails to provide the policies to IIRM within the period required by Sub-Clause above then and in any such case IIRM may effect the recovery of such premium from the payment due to THE SUCCESSFUL BIDDER. Additionally, the payment may also be suspended until THE SUCCESSFUL BIDDER complies with the requirements of Sub-Clause above of these conditions. If non-insurance prolongs for a period of continuous 2 months, the Employer may treat it as Default by THE SUCCESSFUL BIDDER.
    6. For the works covered under NIT & is costing less than 100 (one hundred) lacs, THE SUCCESSFUL BIDDER shall avail ‘Group Personal Accident Insurance Policy’ covering all the personnel employed by THE SUCCESSFUL BIDDER/ its associates/ contractor for execution for Works complying requirement of Workmen Compensation Act 1923 as amended by Amendment Act No. 65 of 1976.
    7. DISPUTE RESOLUTION: Any dispute or difference arising between IIRM and THE SUCCESSFUL BIDDER, in respect of any matter connected with this Agreement, shall be reported to the CHIEF EXECUTIVE, INSTITUTE OF INTEGRATED RESOURCE MANAGEMENT, for early resolution of the same. If the parties cannot resolve any such dispute or difference within 30 days, or such period as the parties may subsequently agree, then the dispute shall be adjudicated/ governed in terms of the Arbitration & Conciliation Act 1996. Herein, Arbitral Tribunal shall consist of Sole arbitrator who shall be appointed with mutual consent of IIRM & THE SUCCESSFUL BIDDER as per the Act.

# FORECLOSURE:

* + 1. It is likely that situation may arise in terms of time-overruns or other unforeseen conditions as mentioned in Force Majeure or NHPC decides to abandon or reduce the scope of the Works for reason whatsoever and hence does not require the whole or any part of the Works to be carried out.
    2. In such case, NHPC may initiate foreclosure of the Project for which NHPC shall give notice in writing to that effect to IIRM and the same shall be communicated to THE SUCCESSFUL BIDDER.
    3. In the event of foreclosure, THE SUCCESSFUL BIDDER shall refund unspent amount/ advance to IIRM. In such an event, THE SUCCESSFUL BIDDER shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the foreclosure of the whole or part of the Works.

# DEFAULT BY THE SUCCESSFUL BIDDER AND TERMINATION OF AGREEMENT IN FULL OR IN PART:

* + 1. If THE SUCCESSFUL BIDDER:

1. commits default in complying with or commits breach of any of the conditions mentioned here in (NIT) and does not remedy it or take effective steps to remedy it immediately after a notice in writing is given to him by NHPC and/or IIRM; or
2. fails to complete the Works or any item of Works within the timeline as mentioned in the Agreement or within extended time if any under the Agreement and does not complete the Work(s) or any item of Work(s) within the period specified in a notice given in writing by NHPC and/or IIRM; or
3. is engaged in corrupt or fraudulent or Collusive or Coercive practices in the execution of the works mentioned in NIT, then NHPC and/or IIRM may, after giving 14 days’ notice to THE SUCCESSFUL BIDDER, terminate the Agreement. THE SUCCESSFUL BIDDER shall not be entitled for any compensation whatsoever under this clause. For the purpose of this clause:
4. ‘Corrupt Practice’ means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or execution of works.
5. ‘Fraudulent Practice’ means misrepresentation of fact in order to influence the process or the execution of works.
6. ‘Collusive Practice’ means making arrangements with stakeholders or its associates or contractors, with or without the knowledge of NHPC and/or IIRM, designed to influence the execution of works in its own interest and beyond the scope covered in the NIT.
7. ‘Coercive Practice’ means harming or threatening to harm, directly or indirectly, person or their property to influence or affect the execution of works.
8. THE SUCCESSFUL BIDDER at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation for the purpose of amalgamation or reconstruction under any insolvency Act for the time being in force or make any conveyance or assignment of his effective or composition or arrangement for the benefit of his creditors or purport as to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
9. assigns, transfers, sublets or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of IIRM.

Then IIRM shall have powers to terminate the Agreement in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to THE SUCCESSFUL BIDDER under the hand of the IIRM shall be conclusive evidence.

* + 1. IIRM shall, on such termination of the Agreement, have powers to take possession of the assets, viz. materials, under construction works, quarters, construction equipment and machinery and all materials pertaining to enabling & ancillary works etc., created by THE SUCCESSFUL BIDDER for the works under Agreement. IIRM shall, on such termination of the Contract, also have powers to carry out the incomplete work by any means or through any other agency or by himself at the risk and cost of THE SUCCESSFUL BIDDER
    2. If the expenses incurred or to be incurred by IIRM for carrying out and completing the incomplete work or part of the same, are in excess of the value of the work credited/ to be credited to THE SUCCESSFUL BIDDER, the difference shall be paid by THE SUCCESSFUL BIDDER to IIRM. If THE SUCCESSFUL BIDDER fails to pay such an amount, as aforesaid, within thirty days of receipt of notice in writing from IIRM, IIRM shall recover such amount from any sums due to THE SUCCESSFUL BIDDER on any account under this or any other Agreement or from his Security Deposit or otherwise.
    3. IIRM shall have the right to sell any or all THE SUCCESSFUL BIDDER’s unused materials, temporary buildings/structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from THE SUCCESSFUL BIDDER under the Agreement and if thereafter there may be any balance outstanding from THE SUCCESSFUL BIDDER, IIRM shall have powers to recover the same as debt.
    4. All decisions/actions of IIRM under this clause, as aforesaid, shall be conclusive and binding on THE SUCCESSFUL BIDDER
    5. ECOLOGICAL BALANCE: THE SUCCESSFUL BIDDER shall try to maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape in the vicinity of work areas. Separate payment will not be admissible to THE SUCCESSFUL BIDDER for complying with the provisions of this clause. If any provision(s) is not complied with, within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by IIRM at the cost of THE SUCCESSFUL BIDDER.
    6. PATENT RIGHTS: THE SUCCESSFUL BIDDER shall indemnify NHPC and IIRM, its representatives or its employees against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the NIT. In the event of any claim being made or action being brought against NHPC and IIRM or any agent, servant or employee of NHPC or IIRM in respect of any such matters as aforesaid, THE SUCCESSFUL BIDDER shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by NHPC and/or IIRM, but THE SUCCESSFUL BIDDER shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to THE SUCCESSFUL BIDDER only if the use was the result of any specifications issued after signing of Agreement.
    7. POWER SUPPLY: THE SUCCESSFUL BIDDER shall make arrangements for the full anticipated requirement of execution of works covered under the NIT by installing Diesel Generating sets and operate these sets for generation of power as required, at no extra cost to NHPC and/or IIRM.
  1. THE SUCCESSFUL BIDDER at his own cost, shall provide and install all necessary electrical installations and other temporary equipment for further distribution and utilization of energy for power and lighting and shall remove the same on completion of the Works. All jobs shall be suitably lighted by THE SUCCESSFUL BIDDER at his own expenses for proper execution and inspection in accordance with the provisions of laws in force.
  2. No payment shall be made by IIRM for generation, distribution and consumption of electricity in execution of Works by THE SUCCESSFUL BIDDER or its associates or its contractors.
  3. SUPPLY OF WATER: THE SUCCESSFUL BIDDER shall make its own arrangements for water required for and in connection with the work at its own cost. It shall be the responsibility of THE SUCCESSFUL BIDDER to satisfy itself that the water arranged is fit for execution of works & consumption & shall adequately treat such water whenever it is not found fit for the said purposes.
  4. WATCHING AND LIGHTING: THE SUCCESSFUL BIDDER shall provide and maintain at its expense all lights, guards, fencing and watching when and where necessary or as required by IIRM for the protection of the works or for the safety and convenience of those employed on the works or the public.

# Submission of Tender in Two Cover System

1. The tender comprises of a single package and the tender shall be in whole for all the equipment listed in this document.
2. Tenders should be submitted in two parts separately:
   1. Part I will cover **TECHNICAL BID**
   2. Part II will cover **FINANCIAL BID**
3. Tenderers should ensure submission of all documents pertaining to Part-I and Part II proposals separately as per the Check list given in Annexure -IX.
4. Tenderers are requested to place Part I and Part II documents in separate sealed covers.
   1. Part I cover to be superscripted as “Part I – Technical bid”
   2. Part II cover to be superscripted as “Part II – Financial bid”

respectively, mentioning the name and address of the Tenderer in each of the covers.

1. These two sealed covers (Part I and Part II) must be placed in a single outer cover superscripted as “Tender for **CONSTRUCTION OF COMMON FACILITY CENTRE SAAR HPC Ltd.**” and mentioning the name and address of the Tenderer in the outer cover. Tenders shall be submitted in sealed cover and unsealed tenders would summarily be rejected.
2. Tenders should be dropped only in the tender box kept at the office of the **“INSTITUTE OF INTEGRATED RESOURCE MANAGEMENT, Chandmari Path, Ward No.14, Post Office – North Lakhimpur, Assam – 787001”** on or before 05.00 PM on 08/01/2024. Tenders will not be received by hand.
3. Tender fees & EMDs shall be enclosed with Part 1 i.e., technical bid folder.
4. A tender once submitted shall not be permitted to be altered or amended.
5. Spiral binding or similar binding shall be done for the Technical Bid.
6. Alternatively, the tenders can be submitted through registered post so as to reach the above address on or before 05.00 PM on 08/01/2024. Tenders received after the specified time will not be considered and IA will not be liable or responsible for any postal delays.

# Earnest Money Deposit

The Tender should be accompanied by an Earnest Money Deposit (EMD) in the form of Account Payee Demand Draft, on any banking branch payable in favour of the cluster Account “INSTITUTE OF INTEGRATED RESOURCE MANAGEMENT” payable at Lakhimpur, Assam.

1. The EMD in any other form will not be accepted. The Earnest Money Deposit will be returned to the unsuccessful tenderers at the earliest on the expiry of final bid validity and latest on or before the 30th day of the award of contract. The bids received without EMD will be summarily rejected.
2. The Earnest Money Deposit will be retained in the case of successful tenderer, and it will not earn any interest and will be dealt with, as provided in the terms and conditions of the tender.
3. If the tenderer emerges as the successful bidder and after subsequent issuance of letter of acceptance by the IA, failure to sign the agreement, to remit the Security Deposit or to execute the contract as per tender conditions, will result in the forfeiture of the EMD.
4. EMD clause shall be governed as per Rule 170 (i) of General Financial Rules (GFR) 2017.
5. EMD exemption for MSME/NSIC registration may be considered. (have to submit relevant documents).

# Validity

1. The rate quoted in the Tender should be valid for the acceptance by IIRM for a minimum period of 365 days from the date of opening of the Tender.
2. The accepted rate of the successful tenderer is valid till the entire contract is fully completed. Escalation in the rates will not be entertained under any circumstances.

# Opening & Evaluation of Tender

1. The tender box will be closed at 05.00 PM on 08/01/2024 and the received tenders in the tender box will only be opened. Tenders received after specified date and time will not be accepted. The Tender will be opened by the Tender committee on the day of the Tender Opening in the presence of the available Tenderers/ representatives of the Tenderers who choose to be present.
2. The venue of the Bid opening shall be at shall be notified in the website of IIRM. The Tenderers or their authorized agents are allowed to be present at the time of opening of the tenders.
3. Tender Committee will inform the attested and unattested corrections before the Tenderers and sign all such corrections in the presence of the Tenderers. If any of the Tenderers or agents are not present then, in such cases the Committee will open the tender of the absentee Tenderer and take out the unattested corrections and communicate it to them. The absentee Tenderer should accept the corrections without any question whatsoever.
4. If the date fixed for opening of the tender happens to be a government holiday, the sealed tenders will be opened at 11.30 AM on the next day.
5. The Technical bid will be evaluated by the tender committee in terms of the qualification Criteria. The committee reserves the right to disqualify any of the tender in case the Committee is not satisfied with the documents furnished.
6. After the completion of evaluation of technical bids, the tenderers declared as qualified by the Committee, will be informed the date/time of opening of financial bid (Part II).

# Price Offer

1. The Financial bid should be kept only in the Part II cover.
2. The Financial bid should be prepared as per Annexure-VIII.
3. The price should be neatly and legibly written both in figures and words.
4. In case of discrepancy between the prices quoted in words and figures lower of the two shall be considered.
5. If a bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
6. Part-II (Financial Bid) should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.

# Evaluation of the Price

1. The Tender committee will examine for complete, properly signed and error-free nature of the Financial Bid (Part II).
2. The comparison of the rates offered shall be based on the total all-inclusive rates offered

# Award of Contract

1. In unavoidable circumstances, such as receipt of very limited bids or the proposal prices are substantially higher than the market value / updated cost estimate or available budget, the committee may decide upon resorting to Negotiation with the lowest evaluated responsive bidder. In such cases, the Tenderer who has quoted lowest price (L1) will be invited for negotiations and after finalizing the negotiated rate, Offer Letter will be issued.
2. The Tenderer who has quoted lowest price (L1) will be issued the ‘**Offer Letter’** by IIRM.

# Security Deposit

1. On receipt of the **Offer Letter** from IA, the successful tenderer may be required to remit a Security Deposit (SD) of 2% of the value of the contract in the form of Account payee Demand Draft from any Scheduled Commercial Bank with a validity period of one year in favour of “INSTITUTE OF INTEGRATED RESOURCE MANAGEMENT”.

b) If the Security Deposit amount is not paid within the time specified, the EMD remitted by the tenderer shall be forfeited, besides cancelling the communication of acceptance of the Tender.

1. Security Deposit amount remitted will not earn any interest.

# Agreement

The successful tenderer should execute an agreement as may be drawn up to suit the conditions on a non-judicial stamp paper of value, within 10 days of declaration of result of tender and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the EMD/SD amount remitted by the tenderer will be forfeited besides cancelling the Tender.

# Issue of Work Order

After successful execution of the agreement and deposit of SD if applicable, Work Order will be released by IIRM.

# Defect Liability Period

* Defect Liability period shall be 12 months from the date of the completion of work. Any defect arising in the work in guarantee period due to faulty workmanship and faulty materials should be rectified by contractor at his own cost.
* Any deficiency in concrete such as cracking, excessive honeycombing, exposure of reinforcement or other fault which entail replacement of the defective part by fresh concrete and whatsoever remedy reasonable required without hampering the structural safely and architectural concept, all at the cost of contractor.
* Security deposit will be cleared only after the completion of defect liability period

# Payment terms

The terms of payments will be as per the receipt of payments by IIRM and shall be governed by the internal rules of IIRM. Details of the payment terms shall be issued in the Workorder.

# Penalty

1. Failure to execute the entire contract within the stipulated days from the date of issue of work order will attract a penalty of 1% per 15 days (0.5% per week), on the full value of the contract up to a maximum of 10%. Delays beyond that period will be viewed as violation of the contract terms and will be dealt accordingly.
2. Any delay on the part of IIRM should be intimated and sorted out immediately without affecting the progress of works.

# Termination of Contract

IIRM in consultation with Tender Committee reserves the right to terminate the contract at any time during the validity period on account of non-fulfilment of contract or for any of the reasons.

# General Conditions

1. Conditional tender in any form will not be accepted.
2. Any notice regarding any matters, to the contractor shall deemed to be sufficiently served, if given in writing to his usual or last known place of business.
3. Tender committee reserves the right to relax or waive or amend any of the tender conditions.
4. The successful tenderer shall not outsource/off load either full or part of the work to any other agency / individual.
5. If the performance of the tenderer is not as per the schedule, then tender committee reserves the right to cancel / reallocate full or part of the contract, at any stage of the contract execution.

# Arbitration

1. In case of any dispute in the tender, including interpretation, if any, on the clauses of the tender or the agreement to be executed, the matter shall be referred by IIRM / Tenderer to an Arbitrator to be appointed by the Parties hereto by mutual agreement. If no such Arbitrator could be appointed by mutual consent, the matter may then be referred to the IIRM for nominating an Arbitrator, the Arbitration proceedings being governed by the Arbitration and Conciliation (Amendment) Act 2015.
2. The venue of the Arbitration shall be at LAKHIMPUR. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration.
3. The Arbitrator may with the mutual consent of the parties, extend the time for making the award. The award to be passed by the Arbitrator is enforceable in the court at Guwahati, Assam.

# Jurisdiction of the Court

Any dispute arising out of non-fulfilment of any of the terms and conditions of this Agreement or any other dispute arising out of the arbitration award will be subject to the jurisdiction of the Courts in the Guwahati only.

**We agree to the above terms and conditions.**

**SIGNATURE and SEAL OF THE TENDERER:**

**DATE:**

# Annexure I

**BOQ**

**Intentionally Kept Blank**

<https://www.iirmindia.org/tender/>

# Annexure II

PART-I (TECHNICAL BID)

**From,**

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ph:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

To,

The Chief Executive

INSTITUTE OF INTEGRATED RESOURCE MANAGEMENT

Chandmari Path, Ward No.14,

Post Office – North Lakhimpur,

Assam – 787001, India

Sub: **Construction Of Common Facility Centre for SAAR HPC Ltd.**

Dear Sir,

With reference to your tender notice, we submit herewith our sealed Tender for “**Construction Of Common Facility Centre for SAAR HPC Ltd.**”

We enclose the following documents:

1. Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions.
2. Authorization letter from the Company for the person to sign the tender.
3. The copy of certificate of incorporation/registration (If applicable)
4. Copy of Registered Partnership deed, in case of Partnership Firm (If applicable)
5. Copy of Udyog Aadhaar, GST Registration Certificate & PAN Card as applicable in case of Proprietorship.
6. All Annexure I-IX submitted as annexed in the NIT.
7. Certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 2 consecutive financial years FY 2020-21, 2021-22 and 2022-23 (As applicable).
8. Photograph of Site Visit conducted
9. ITR V for the last 2 years

We hereby declare that having made the site visit, we are confident that we will be able to complete the works within the stipulated timeline.

Yours faithfully,

SIGNATURE OF TENDERER AS ENCLOSED ABOVE

# Annexure III

**Details of the Tenderer**

|  |  |
| --- | --- |
| **NAME OF THE TENDERER** |  |
| **REGISTERED OFFICE ADDRESS** | **TELEPHONE NO: FAX:** |
|  | **EMAIL:** |
|  | **WEBSITE:** |
| **CONTACT PERSON** | **NAME:  DESIGNATION:  PHONE:  MOBILE: EMAIL:** |
| **DATE OF INCORPORATION** |  |
| **LEGAL STATUS** | **PROPRIETORSHIP/PARTNERSHIP/ PVT.LIMITED/ PUBLIC LIMITED/ OTHERS (PL. MENTION)** |
| **ELIGIBLE LICENSE HOLDER OF** |  |
| **MSME/DPIIT (If applicable)** |  |
| **BRIEF PROFILE OF THE TENDERER** |  |
|  |
|  |
|  |
|  |
| **NUMBER OF STAFFS ON REGULAR PAYROLL** | **Technical: Administration:** |  |
| **PAN NUMBER** |  |  |
| **GST REGISTRATION NUMBER** |  |  |

**SIGNATURE OF THE TENDERER**

**(with seal and address)**

# Annexure IV

**ANNUAL TURNOVER STATEMENT**

The Annual turnover of M/s for the past two years are given below and certified that the statement is true and correct.

|  |  |  |
| --- | --- | --- |
| **SL.NO** | **YEAR** | **TURNOVER (Rs. IN LAKHS)** |
| 1 | 2020-2021 |  |
| 2 | 2021-2022 |  |
| 3 | 2022-2023 |  |
| TOTAL | |  |
| AVERAGE ANNUAL TURNOVER (FOR 2 YEARS) | |  |

DATE:

SIGNATURE OF THE TENDERER:

SIGNATURE OF CHARTERED ACCOUNTANT:

(with seal and Address)

# Annexure V

**LIST OF SIMILAR WORK EXECUTED IN THE PAST 2 YEARS**

**(Please provide the details for each project in separate sheet along with Purchase Order/Completion Certificate from Client)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **SL.NO** | **NAME AND ADDRESS OF THE CLIENT** | **DETAILS OF WORK** | **EXTENT/AREA COVERED IN SQFT.** | **YEAR OF COMPLETION** | **COST**  **(Rs. IN LAKHS)** | **WORK ORDER AND COMPLETION CERTIFICATE ENCLOSED**  **(YES/NO)** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

**SIGNATURE OF THE TENDERER**

**(with seal and address)**

# Annexure VI

**CERTIFICATION**

Date:

To,

The Chief Executive

INSTITUTE OF INTEGRATED RESOURCE MANAGEMENT

Chandmari Path, Ward No.14,

Post Office – North Lakhimpur,

Assam – 787001, India

Sub: **Construction Of Common Facility Centre for SAAR HPC Ltd.**

Dear Sir,

With reference to your tender notice, we submit herewith our sealed Tender for “**Construction Of Common Facility Centre for SAAR HPC Ltd.**” I/We hereby declare that presently our Company/firm……………………. is having unblemished record and is not declared ineligible or blacklisted for corrupt & fraudulent practices either indefinitely or for a particular period by any State/ Central Government/ PSU/Autonomous Body.

If this declaration is found to be incorrect, then without prejudice to any other action that may be taken, my/ our security may be forfeited in full, and the tender, if any to the extent accepted, may be cancelled.

Yours faithfully,

**SIGNATURE OF THE TENDERER**

**(with seal and address)**

# Annexure VII

**UNDERTAKING**

(To be submitted on Rs. 100/- non judicial stamp paper)

1. I/we the undersigned certify that I/we have gone through the Terms & Conditions mentioned in the Tender document and undertake to comply with them. The rates quoted by me/us are valid and binding on me/us for acceptance for the period of 12 (Twelve) months from date of opening of tender.
2. It is certified that rate quoted by me are the lowest quoted for any similar Government assisted organizations/schemes in India.
3. There is no vigilance/CBI case or criminal court case(s) pending against my/our firm.
4. On Inspection by the IIRM if any article is found not as per specifications, it shall be replaced by me/us in time as asked for, at my /our own expenses.
5. I/we hereby undertake to supply the items as per specifications and directions given in supply order within the stipulated period.
6. I/we undertake to provide guarantee/warranty as mentioned in specifications from the date of satisfactory inspection and commissioning.
7. I/we abide by the condition that the tender committee has the right to accept or reject any or all the Tenders without assigning any reasons(s) thereof.

**SIGNATURE OF THE TENDERER**

**(with seal and address)**

# Annexure VIII

**Financial Bid**

TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE

To,

The Chief Executive

INSTITUTE OF INTEGRATED RESOURCE MANAGEMENT

Chandmari Path, Ward No.14,

Post Office – North Lakhimpur,

Assam – 787001, India

Sub: **Financial Bid Letter**

Dear Sir,

With reference to your tender notice, we submit herewith our sealed Tender for “**Construction Of Common Facility Centre for SAAR HPC Ltd.**” and as per the detailed BOQ in Annexure 1 of this NIT I/We hereby bid as follows:

Total amount in words Rs:

Total Amount in figures Rs:

I/We declare that the bid amount includes all taxes, cess & other charges etc. No extra charge other than above shall be payable to me/us .

I/we further declare that I/we will follow the terms and conditions laid down of this NIT document.

**SIGNATURE OF THE TENDERER**

**(with seal and address)**

# Annexure IX

**CHECKLIST FOR PART I**

|  |  |  |  |
| --- | --- | --- | --- |
| **SL.NO** | **DESCRIPTION** | **ENCLOSED (YES/NO)** | **REFERENCE IN THE BID(PG.NO.)** |
| **1** | A covering letter on your letterhead addressed to the (as per Annexure-II) |  |  |
| **2** | Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions. |  |  |
| **3** | Authorization letter from the Company for the person to sign the tender |  |  |
| **4** | Details of the Tenderer **(as per Annexure-III)** |  |  |
| **5** | Average annual turnover statement duly certified by a Chartered Accountant (as per Annexure-IV) with UDIN |  |  |
| **6** | List of Similar Work Orders executed in the last 2 years (as per Annexure-V) |  |  |
| **7** | Declaration for not having blacklisted by any other Govt. agencies **(as per Annexure-** VI) |  |  |
| **8** | Singed Undertaking As per Annexure VII |  |  |
| **9** | The copy of certificate of incorporation/registration |  |  |
| **10** | Copy of Registered Partnership deed, in case of Partnership Firm |  |  |
| **11** | Copy of Memorandum and Articles of Association |  |  |
| **12** | Copy of Udyog Aadhaar, GST Registration |  |  |
| **13** | Certificate & PAN Card |  |  |
| **14** | Work Orders issued by the clients |  |  |
| **15** | ITR V for the last 2 years |  |  |

**CHECKLIST PART-II**

|  |  |  |  |
| --- | --- | --- | --- |
| **1** | Financial Bid As per Annexure VIII Signed & SEALED |  |  |

**NOTE: TENDERS SUBMITTED IN UNSEALED COVER WOULD SUMMARILY BE REJECTED**