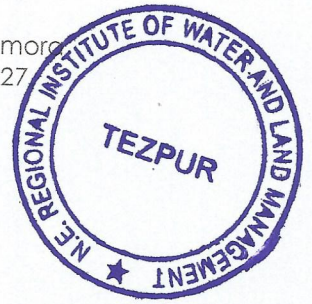




**NORTH EASTERN REGIONAL INSTITUTE OF
WATER AND LAND MANAGEMENT (NERIWALM)**
An Institute under the Ministry of Water Resources, River Development
& Ganga Rejuvenation, Govt. of India
(Registered under the Societies Registration Act, 1860)



NO:NRWM/COMP/48/2016-17/ 11

Dated 02.04.2018

NOTICE INVITING e-TENDER

e-Tenders are invited by the Director, NERIWALM, Tezpur from appropriate registered Firms/Contractors/Individuals having extensive experience in similar nature of work as given below. The last date for submission of filled in tender is **01.05.2018 upto 5.00 PM** and will be opened at **1100 hrs of 02.05.2018** in the conference room of the institute in presence of the tenderer or their authorized representatives, if any. In the event of **02.05.2018** being declared a holiday, the tender will be opened on the next working day at the same time and place.

The Tender alongwith terms and condition may be viewed and downloaded from the institute's website. www.neriwalm.gov.in.

Sl. No	Name of work	Estimated amount	Earnest Money
1.	Annual Maintenance Contract for cleaning of buildings, internal road, footpath and drains in NERIWALM Campus at Dolabari, Tezpur, Assam.	Rs 11,40,791.00	2% of the total quoted amount.
2.	Annual Maintenance Contract of Internal & External Electrical installation and operation of DG set & pump in NERIWALM Campus at Dolabari, Tezpur, Assam.	Rs 13,82,750.00	2% of the total quoted amount.

Deputy Director (Admin)

Copy to:

1. Stenographer attached in the Director's Office for information of Director.
2. Accounts Officer, NERIWALM, Tezpur for information & necessary action.
3. Assistant Engineer (C), NERIWALM, Tezpur for information and necessary action.
4. Junior Engineer (C), NERIWALM, Tezpur for information and necessary action.
5. O.C., Library, NERIWALM, Tezpur for information. It is requested to make available the paper cutting of the advertisement for necessary record of the Institute.
6. Notice Board, NERIWALM, Tezpur for wide circulation.
7. Concerned file for record.

Deputy Director (Admin)

**TENDER FOR ANNUAL MAINTENANCE OF INTERNAL AND
EXTERNAL ELECTRICAL INSTALLATION AND OPERATION
OF DG SET & PUMP IN NERIWALM CAMPUS AT
DOLABARI, TEZPUR, ASSAM.**

**Issued by
Director, NERIWALM
Dolabari, Tezpur, Assam.**

TABLE OF CONTENTS

SECTION	TITLE	PAGE No.
1.	Notice Inviting Tender	
2.	Instructions to Bidders	
3.	General (Commercial) Conditions of Contract	
4.	Special Conditions of Contract	
5.	Bill of Quantity (BOQ) and Price Bid Schedule	
6.	Annexure	
7.	Format of Bid Bond (EMD)	
8.	Format of Performance Bank Guarantee	
9.	Bid Submission Form	

SECTION-1

NOTICE INVITING TENDER

Tender No.:

Electronic tenders are invited from eligible bidders for Annual Maintenance Internal & External of electrical installations and operation of DG Set & Pump in NERIWALM Campus at Dolabari, Tezpur, Assam.

Submission of Online Bids is mandatory for this Tender. Detailed instructions are given in Section-2 of this Tender Document.

Important Dates

- Date of Posting of NIT on TCIL's e-Tendering Portal :
- Start Date & Time of Procurement of tender documents :
- Last date & time for seeking clarification, if any :
- Last date & time of procurement/downloading :
of tender documents
- Last date & time for Online submission of Bids :
- Online Opening of Technical Part (Part-I) :
- Online Opening of Financial Part (Part-II) : To be notified later

Tender Fee (non refundable) amounting to Rs. 500.00 (Rupees Five hundred) shall be submitted along with tender by Demand Draft in favour of "The Director, NERIWALM, Dolabari, Tezpur – 784 027 (Assam)

Earnest Money amounting to 2% of the quoted amount by Demand Draft in favour of "The Director, NERIWALM, Dolabari, Tezpur." payable at Tezpur from a Scheduled Bank shall be submitted along with the tender.

Tender fee and EMD amount exempted for NSIC/MSME units. Subject to submission of valid NSIC / MSME certificate.

Bidders are advised to visit the TCIL's e-tendering (ETS) portal (<https://www.tcil-indiaelectrontender.com>) regularly for updates/amendments, if any.

Eligibility Criteria

1. Average Annual Financial Turnover during the last 3 years, ending 31st March 2017, should be at least Rs. 15.0 Lakhs.
(Please submit Annual Report (Balance Sheet and Profit & Loss Account) for the last three financial years).
2. Bidder should have experience of having successfully completed similar supplies/nature of work during the last 3 years ending 31st May, 2017 should be either of the following:

i) One similar orders costing not less than Rs 10.0 Lakhs/-

Or

ii) Two similar orders each costing not less than Rs 5.0 Lakhs

Or

(Similar works means Operation & maintenance of Electrical in office / multi storied buildings /Malls/ reputed Govt or private institution)

(Please submit copy of PO/ Work order and Completion Certificate from the Client).

3. The Bidder should not have been barred / black listed by any PSU/Govt. Deptt. in doing business with them (Please submit undertaking).

4. The Bidder should be registered for GST and PAN no (Submit copy of Registration Certificate and PAN Card).

5. The Bidder should have valid A class electrical contractor license. (Please submit documentary proof of the Establishment).

6. The Bidder should be registered in ESI & PF authority, if applicable (submit copy of Registration Certificate)

Note: Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

Tenders received without EMD / inadequate EMD, and without the requisite Tender Fee shall be summarily rejected. The bidder must download the tender documents from the ETS portal of TCIL before the last date and time of sale of tender document in order to bid for this tender.

The Price offers of only those parties who qualify in the first stage shall be opened at time and date to be notified separately. NERIWALM reserves the right to accept or reject any or all the tenders without assigning any reason.

INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

2.1.1 “Purchaser” means North Eastern Regional Institute of Water and Land Management (NERIWALM), Dolabari, Tezpur – 784027 (Assam).

2.1.2 “Bidder” means the individual or firm or corporate body who participates in the tender and submits its bid.

2.1.3 “Goods/Products” means all the hardware equipments, instruments, tools, machinery etc., and/or other materials like components/parts/spares including consumables which the supplier is required to supply to the Purchaser under the Purchase Order.

2.1.4 “Letter of Intent (LOI)” means the communication of the intention of the Purchaser to the Bidder to place the Purchaser Order for the former’s offered goods/services.

2.1.5 “Purchase/Work Order (PO)” means the order placed by the Purchaser on the Supplier duly signed by the Purchaser’s authorized representative to purchase certain goods & services from the vendor/contractor.

2.1.6 “Contract Price” means considerations payable to the supplier/contractor as stipulated in the Purchase or Work Order for performance of specified contractual obligations.

2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.

2.3 BID DOCUMENTS

2.3.1 Bid Documents includes:-

Section 1 Notice Inviting Tender

Section 2 Instructions to Bidders

Section 3 General (Commercial) Conditions of the Contract

Section 4 Special Conditions of the Contract

Section 5 Bill of Quantity (BOQ) and Price Bid Schedule

Section 6 Minimum Spare Parts to be store at site

Section 7 Format of Bid Bond (EMD)

Section 8 Format of Performance Bank Guarantee (PBG)

Section 9 Bid Submission Form

2.3.2 Any clarification or communications obtained from the Purchaser.

2.4 AMENDMENT TO BID DOCUMENTS

2.4.1 At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.

2.4.2 The amendments/Corrigendum will be notified on NERIWALM Website and these amendments will be binding on them. Bidders are advised to visit NERIWALM Website regularly for updates on this Tender.

2.5 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Purchaser may at its discretion extend the deadline for submission of bid suitably.

2.6 BID PRICE

Price indicated in the schedule shall be FOR NERIWALM, Tezpur. Prices should be inclusive of all taxes and duties. However, rate of GST, EPF, ESIC and Agency Charges should be shown separately at the time calculating the amount.

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to supply the material. The bidder shall also submit documentary evidence in the form of literature, drawing, data on the goods offered.

2.8 BID SECURITY

2.8.1 The Bidder shall submit, as part of bid security/EMD as mentioned in the NIT. The bid security shall be in one of the following forms:-

(a) Demand Draft or Pay Order from a Scheduled Bank in favour of Director, NERIWALM, Dolabari, Tezpur, Assam.

2.8.2 The bid not secured in accordance with the above shall be rejected by the Purchaser as non-responsive.

2.8.3 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible as but not later than 45 days after expiry of the bid validity period prescribed by the Purchaser.

2.8.4 The successful bidder's bid security will be discharged upon the bidder's submission of the Performance Guarantee.

2.8.5 The bid security may be forfeited under the following circumstances:-

a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.

b) In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or

c) If he fails to supply the material in terms of the project.

2.8.6 No interest is payable on EMD.

2.8.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The bid security provided under clause 2.8.1 (a) shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

2.10 Deleted.

2.11 Deleted.

2.12 Deleted.

2.13 Deleted.

2.14 CLARIFICATION OF BIDS

2.14.1 To assist evaluation and comparison of the bids, the Purchaser may at its discretion may ask the bidder for clarification of the bid. The clarification and response from bidder shall be in writing. To assist evaluation and comparison of the bids, the Purchaser at its

discretion may ask the bidder for clarification of the bid. The clarification will be asked online through the ETS portal. The clarification and response from bidder shall also be online through the ETS portal.

2.14.2 The Purchaser does not bind himself to accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender and altering the quantities offered and tenderer shall supply the same at the rate quoted.

2.15 Deleted

2.16 EVALUATION OF TENDERS

2.16.1 The Purchaser shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Purchaser shall carry out detailed evaluation of the substantially responsive bids. The Purchaser shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

2.16.2 Arithmetical error shall be rectified on the following basis :-

a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser.

b) In case of discrepancy between words and figures, the amount in words shall prevail.

2.16.3 A bid determined as substantially non-responsive shall be rejected by the Purchaser.

2.16.4 The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.

2.16.5 The Purchaser shall evaluate in detail and compare the bids which are substantially responsive.

2.16.6 The evaluation of the ranking shall be carried out on the landed price of goods offered inclusive of all taxes.

2.16.7 The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case.

2.16.8 NERIWALM shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.17 PURCHASER'S RIGHT TO VARY QUANTITIES

2.17.1 The Purchaser reserves the right at the time of award of the contract to increase the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.

2.17.2 In case of division of order among number of parties. The distribution of quantity will be accordingly done by the Purchaser on an individual tender.

2.18 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser does not bind himself to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

2.19 NOTIFICATION OF SUCCESSFUL BIDDER

2.19.1 Prior to the expiration of the bid period, the Purchaser will notify the successful bidder in writing by registered letter or fax, to be confirmed in writing by registered letter that its bid has been accepted.

2.19.2 Upon successful bidder furnishing of Performance Guarantee, the Purchaser will notify each successful bidder and will discharge its bid bond.

2.20 ISSUE OF LETTER OF INTENT

2.20.1 The issue of Letter of Intent shall constitute the intention of the Purchaser to place the Purchase Order with the successful bidder.

2.20.2 The bidder shall within 10 days of issue of Letter of Intent give its acceptance alongwith Performance Guarantee in conformity with the bid documents.

2.21 CANCELLATION OF LETTER OF INTENT

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Purchaser may make the offer to any other bidder at the discretion of the Purchaser or call for new bids.

2.22 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

2.23 DELIVERY

Delivery of the goods shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special condition of the contract and goods shall remain at the risk of the supplier until delivery have been completed in full. The Schedule of delivery shall be the essence of the contract.

2.24 SUBMISSION OF BID

Only the following shall be accepted in physical form:

- Tender Fee in the form of Demand Draft
- EMD in the form of Demand Draft/Bank Guarantee
- Tender documents including all sections duly and stamped.
- NSIC / MSME registration certificate
- Pass Phrase for opening of technical bid.

All other documents shall have to be submitted in Electronic/Soft form and shall not be accepted in physical form. For detail instructions please refer to Clause 2.26.

2.25 OPENING OF PRICE OFFER

Price offers of only those bidders whose Techno-Commercial offers are found to be responsive and acceptable to NERIWALM will qualify to be opened online. Representative of the qualified parties may attend the Online Price Bid opening. In case of any conflict in any of the terms mentioned at Section – 4, the same shall prevail over the terms mentioned in other sections.

2.26 INSTRUCTIONS REGARDING ONLINE BID SUBMISSION

2.26.1 Bidding Methodology:

Single-stage Two-Bid System (Technical Part and Financial Part to be submitted at the same time) shall be followed.

2.26.2 Broad outline of activities from Bidders perspective:

- i) Procure Digital Signature Certificates (DSC) for users of the organization (if not procured earlier)
 - ii) Register your organization on Electronic Tendering System® (ETS) Portal of TCIL (<https://www.tcil-india-electronictender.com>) if not already registered
 - iii) Create Users and assign roles on ETS
 - iv) Assign Tender to a department of your organization on ETS
 - v) Download Official Copy of Tender Documents from ETS
 - vi) Clarification to Tender Documents on ETS
 - Post query to TCIL (Optional)
 - View response to queries posted by TCIL
 - vii) Online Bid-Submission on ETS
 - viii) Attend Online Public Tender Opening Event (TOE) for Techno-Commercial Bid on ETS
 - Opening of Technical-Part
 - ix) Post-TOE Clarification on ETS (Optional)
 - Respond to TCIL's Post-TOE technical queries
 - x) Attend Public Online Tender Opening Event (TOE) for Financial Bid on ETS
 - Opening of Financial-Part
- (Only for Technically Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

2.26.3 Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and to become compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

2.26.4 Registration

To use the Electronic Tender® portal (<https://www.tcil-india-electronictender.com>) the Bidder need to register on the portal. Registration of bidders organization is to be done by

one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details online and Annual Registration Fee (Rs. 6,000/- + Service Tax @ 15 %) physically to TCIL, please contact e-Tendering Helpdesk (as given in Section 1), to get your registration accepted/activated. The Annual Registration Fee can be submitted by the following modes:

i) DD in favour of "The Director, NERIWALM, Dolabari, Tezpur-784027 (Assam)" is to be submitted.

2.26.5 On-Line Submission

The On Line Submission will have the following activities:

- i) Submission of digitally signed copy of Tender Documents/ Addendum
- ii) Submission of Acceptance/Rejection of General Terms & Conditions
- iii) Submission of Acceptance/Rejection of Special Terms & Conditions
- iv) Submission of particulars of EMD
- v) Submission of **Technical Part** as under:
 - Submission of Electronic Form (Mandatory)
 - Submission of Main Bid (Mandatory)
 - Submission of Bid Annexure (Optional)

Technical Part must contain the following which is required to be submitted in the Main Bid/Bid Annexure:

- a) Duly filled in Bid Submission Form as per Section – 9
- b) Statement showing Clause by Clause Compliance to all Terms & Conditions of all the Sections of the Tender.
- c) Scanned copy of Documentary Evidence of Eligibility Criteria
- d) Technical Offer
- e) Data Sheet
- f) Product Brochure
- g) Un-priced Bid Schedule as per Section-5
- h) Any other supporting documents the bidder wishes to submit as a part of Technical Offer
- vi) Submission of **Financial Part** as under:
 - Submission of Electronic Form (Mandatory)
 - Submission of Main Bid (Mandatory)

Financial Part must contain the Price Bid Schedule as per Section-5.

The entire bid-submission as above would be online on ETS.

2.26.6 Offline Submissions:

The bidder is requested to submit the following documents offline (i.e. physically or by Post/Courier) to The Director, NERIWALM, Dolabari, Tezpur - 784027 before the due date & time of submission in a Sealed Envelope, the envelope shall bear, the Name of work and Tender No. & Description and the words 'DO NOT OPEN BEFORE' (due date & time):

The document should reach NERIWALM before opening of the tenders.

- i) EMD/Bid Security (Original) for an amount of 2% of quoted amount by Demand Draft in favour of “The Director, NERIWALM, Tezpur.” / from a scheduled bank payable at Tezpur.
- ii) Tender Fee of Rs. 500/- by Demand Draft in favour of “The Director, NERIWALM, Dolabari, Tezpur” payable at Tezpur. .
- iii) Tender documents including all sections duly signed and stamped.
- iv) NSIC / MSME registration certificate
- v) Pass Phrase for opening of technical bid.

2.26.7 Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the ‘Electronic Forms’ and the ‘Main-Bid’ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a ‘password’, a Pass-Phrase can be a multi-word sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part.

Typically, ‘Pass-Phrase’ of the Bid-Part to be opened during a particular Online Public Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer. A bid cannot be opened without a correct Pass-Phrase.

It may also be noted that if a bidder fails to furnish the correct Pass-Phrase during the TOE of Technical Part, the bid shall be rejected. If the bidder fails to furnish the correct Pass-Phrase during the TOE of Financial Part, not only shall the bid be rejected but also the EMD shall be forfeited.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

2.26.8 Online Public Tender Opening Event (TOE)

ETS offers a unique facility for ‘Online Public Tender Opening Event (TOE)’. Tender Opening Officers as well as authorized representatives of bidders can attend the Online Public Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure ‘Online Public Tender Opening Event (TOE)’ has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Online Public Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by TCIL for

each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)' This is available to all participating bidders for 'Viewing/ Downloading'.

2.26.9 Other Instructions

For further instructions, the Bidder should visit the home-page of the portal (<https://www.tcil-india-electronictender.com>), and go to the **User-Guidance Center** The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

- i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline on ETS
- ii) Register your organization on ETS well in advance of tender submission deadline on ETS
- iii) Get your organization's concerned executives trained on ETS well in advance of tender submission deadline on ETS
- iv) Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

2.26.10 Minimum Requirements at Bidders end

2.26.11 Bidders Training Program

One day training on payment basis at TCIL Bhawan, Greater Kailash-I, New Delhi-110048. Training is optional. Bidders opting for Training shall have to pay Rs. 2,500 + Tax by Demand Draft in favour of "Telecommunications Consultants India Limited" payable at New Delhi and are required to carry a Laptop with device for Wireless Connectivity to Internet as TCIL will not provide Internet connectivity to the trainees. Bidders are required to inform number of participants from their organiza to the email-id of e-Tendering Helpdesk mentioned in the Contact Information given in Section 1.

End of section - 2

SECTION – 3

Tender No.:

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

3.1 PRICE APPLICABILITY

Prices in the Purchase Order shall remain valid for the period of 02 (two) year from the date of signing of formal agreement. However, the contract may be extended for a further period on mutual agreement if the service rendered by the party is found to be satisfactory.

3.2 STANDARDS

The goods supplied under the contract shall conform to the standards mentioned in the Technical Specifications.

3.3 Deleted

3.4 PERFORMANCE SECURITY

3.4.1 Within 10 days of the Supplier's receipt of Letter of Intent (LOI)/P.O., the Supplier shall furnish a Performance Security for the amount specified in special condition of the tender in the form of a Bank Guarantee issued by a schedule Bank from its branch in Delhi in the prescribed format given in this tender.

3.4.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.

3.4.3 The Performance Bond shall be in the form of bank guarantee issued by a scheduled bank situated in India and the form provided by NERIWALM .

3.4.4 The Performance Bond will be discharged by the Purchaser after completion of the supplier's obligations including any warranty obligations under the contract.

3.4.5 As regards validity of PBG, please refer to Special Conditions of the contract (Section-4).

3.5 Deleted

3.6 TRAINING (WHERE REQUIRED)

3.6.1 The Bidder shall provide training for installation and maintenance staff of the Purchaser free of cost, where required.

3.6.2 Deleted.

3.6.3 The Bidder shall provide all training materials and documents and aids.

3.6.4 Conduct of training of the Purchaser's personnel shall be at on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

3.7 Deleted

3.8 CHANGE ORDERS

3.8.1 The Purchaser may at any time by written order given to the Supplier make changes within the general scope of the contract in any one or more of the following:-

a) Drawings, designs or specifications where goods to be furnished under the contract are to be specifically manufactured for the Purchaser. Method of transportation or packing.

b) Place of delivery.

c) Services to be provided by the supplier.

3.8.2 If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

3.9 SUB-LETTING

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Purchaser.

3.10 LIQUIDATED DAMAGES

3.10.1 The date of the delivery of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.

3.10.2 In case the Supplier fails to supply the goods/services against the order, the same shall be procured from other suppliers at the cost and risk of the Supplier and the excess money will be recovered from any dues of the party.

3.10.3 For late deliveries, as liquidated damages, a sum equal to 2% of the price of any goods/services not delivered or total order value in case where part delivery is of no use to a Purchaser, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Supplier. The Purchaser also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the Supplier for future purchases.

3.10.4 LD can be recovered from any dues of the Supplier.

3.11 ARBITRATION

3.11.1 Deleted

3.11.2 In the event of any dispute arising between NERIWALM and the Supplier in any matter covered by this contract or arising directly or indirectly therefrom or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Director, NERIWALM who may himself act as sole arbitrator or may name as sole arbitrator an officer of NERIWALM notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration. The supplier expressly agrees that the arbitration proceedings shall be held Tezpur.

3.11.3 The proceedings of arbitration shall be in English language:

3.11.4 In case any supplier wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the Jurisdiction.

3.11.5 In case of Public Sector Undertaking/Government Departments

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts with any Public Sector Undertaking / Government Department, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however,

any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

3.12 RISK PURCHASE

3.12.1 In the event of Supplier's failure to execute the contract to the satisfaction of the Purchaser, the Purchaser reserves the right :

(a) to reject any part of the Contract executed and withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the Purchaser.

(b) to terminate the Contract by giving 2 weeks notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Supplier.

3.13 APPLICABLE LAWS

This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court at Tezpur and Guwahati having jurisdiction in appeal there from. Any dispute in relation to the contract shall be submitted to the appropriate Court of the Republic of India for determination. The parties to the contract shall continue to fulfill their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

3.14 GENERAL LIEN

Whenever under this contract any sum of money is recoverable from and payable by the Supplier, the Company shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the Supplier, if a security is taken from the Supplier. In the event of the Security being insufficient or if no security has been taken from the Supplier, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Supplier or which at any time thereafter may become due to the Supplier under this or any other contract with the Company. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Company on demand the remaining balance due.

3.15 PACKING

The supplier shall ensure that the Goods/Equipment is securely and adequately packed to ensure safe arrival at the destination fully withstanding all hazards such as rough handling etc. during transit.

3.16 REPLACEMENT OF DEFECTIVE EQUIPMENT

3.16.1 If any equipment or any part thereof, is found defective or fails to meet the requirements of the contract before it is accepted, NERIWALM shall give the Supplier a notice setting forth details of such defects or failures and the Supplier shall forthwith arrange to set right the defective equipment or replace the same by the good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the Supplier free of cost. Should the Supplier fail to do the needful within this stipulated time frame, the purchaser reserves the right to reject the equipment in full or in part and get it replaced at the cost of the

Supplier. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier against this purchase order.

3.16.2 If any equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the Supplier for such loss or defective equipment and the Supplier shall arrange to supply the same within three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

3.17 FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of CMD, TCIL, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

3.18 TERMINATION FOR DEFAULT

3.18.1 The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part.

a) if the supplier fails to deliver any or all the goods within the time period (s) specified in the contract, or any extension thereof granted by the Purchaser .

b) if the Supplier fails to perform any other obligation(s) under the contract; and

c) if the Supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.

d) On a notice period of 30 days.

3.18.2 In the event the Purchaser terminates the contract in whole or in part pursuant to above para the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue the performance of the contract to the extent not terminated.

3.19 TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

3.20 ADD ON ORDER

NERIWALM reserves the right to place Add on order for additional quantity upto 25% of the original quantity at the same rate and terms & conditions of the purchase order within six months from the date of issue of purchase order.

3.21 REPEAT ORDER

Deleted.

3.22 In case of any conflict in any of the terms mentioned at Section-4, the same shall prevail over the terms mentioned in other sections.

END OF SECTION 3

SECTION – 4

Tender No.:

SPECIAL CONDITIONS OF CONTRACT

4.1 PLACE OF ANNUAL MAINTENANCE OF INTERNAL AND ELECTRICAL INSTALLATION AND OPERATION OF DG SET & PUMP IN NERWALM CAMPUS AT DOLABARI, TEZPUR, ASSAM.

4.2 PAYMENT TERMS

- (i) Payment will be made on monthly basis after submission of bill in the succeeding months duly verified by Engineer In-charge.
- (ii) The payment shall only be released on confirmation of disbursement of salaries and other allowances, etc to labours deployed at site by the agency.
- (iii) On submission of consumable item sheet duly verified by Engineer In-charge.

4.3 PAYING AUTHORITY

The Director, NERIWALM, Tezpur.

4.4 INSPECTION AUTHORITY

Officer deputed by Director, NERIWALM.

4.6 VALIDITY OF PERFORMANCE SECURITY

Successful bidder is required to submit Performance Bank Guarantee for a value of 10 % of value of PO with validity up to contract period plus 2 months for final handing over of AMC covered equipments, within 10 days from date of issue of PO in the prescribed format issued by a scheduled bank from its branch in Delhi.

4.7 PRE-BID INSPECTION / SURVEY

4.7.1 The bidder may inspect the conditions & performance of the internal & external electrical equipments/installation, DG set, pump, etc before submission of their bid.

4.7.2 The complete Electrical installations, DG sets, Pump, etc as per Annex-I shall be taken over by the agency for operation & maintenance in the existing conditions and if any initial repairs or replacement of any part or modification of any nature is required in the existing system/equipment, the same shall be carried out by the agency within the quoted rates. The rates may be assessed accordingly.

4.8 SCOPE OF WORK :

4.8.1 The scope of work shall cover operation and all routine, preventive and major/special maintenance works as required from time to time for complete sub-station equipments comprising H.T panels, transformers, L.T panels, Bus ducts, rising mains, Power cables, Internal & External Electrical wiring and installations etc. as per details of installations and scope of work in Annexure-I.

4.8.2 Scope of work also includes liaison with APDCL regarding 11KV Feeder Power connection to NERIWALM Campus so as to ensure uniform power supply.

4.8.3 The work shall be generally carried out as per CPWD/APWD specifications for electrical works and as per the norms set by the manufacturers of respective equipments, specifications and specific instructions as may be issued by the Engineer-in-charge of NERIWALM responsible for work from time to time. Brief description of maintenance activities generally carried out is mentioned on Annex-V

4.8.4 All the electrical equipments/installations shall be always kept in good healthy conditions.

4.9. PERIOD OF CONTRACT

Operation & Maintenance Contract shall be initially for a period of two years extendable for further period of two years on mutually agreed rates between NERIWALM and contractor at same terms & conditions subjected to satisfactory performance of contractor.

4.10 DAMAGE CAUSED TO INSTALLATION

In case of any damage caused to the installation due to negligence, carelessness or inefficiency of staff of the firm the contractor shall be responsible to make good the loss Decision of the Director, NERIWALM shall be final & binding on the contractor.

4.11 DEPLOYMENT OF STAFF

4.11.1 The contractor shall depute a qualified supervisor for this site, who will coordinate work execution activities and interact with the NERIWALM Engineer-in-charge responsible for supervision of work and visit the site at least once a week and as where required during breakdowns.

4.11.2 The contractor shall assess the required number of skilled, semi skilled and unskilled labour for satisfactory operation, routine and special maintenance of the equipments and deploy accordingly. The minimum expected staff to be deployed at site is as per Annex-III

4.11.3 Any extra labour of any nature if required, at any time for attending any type of minor or major repair/break down shall be deployed by the contractor at his own cost for which nothing extra shall be payable.

4.11.4 The deployed labour shall be sufficient, experienced and qualified/trained in operation & maintenance of sub-station & internal & external electrical installation so that all the breakdowns/repairs are attended promptly within reasonable time as per Annex-IV

4.11.5 In case of any abnormal delay on the part of the agency beyond the specified time, penalties shall be imposed and recovered from the monthly bills as under :

Minor Breakdown - Rs.100/- per hour of delay subject to maximum of Rs.1000/- per fault.

Major Breakdown - Rs.200/- per hour of delay subject to maximum of Rs.2000/- per fault.

4.14 TOOLS & PLANTS

All the general & special tools, tackles i/c chain pully blocks etc. required for proper operation, maintenance and repairs/break down etc, shall be arranged by the contractor at his own cost and issue to the staff deployed by him for this work.

4.15 SCHEDULE OF MAINTENANCE

Within the one week of award of work, the contractor shall submit for approval of NERIWALM enclosing the detailed schedule of operation, routine, special and preventative maintenance along with daily fortnightly and monthly activities on all works and execute as per directions of Engineer in charge, NERIWALM.

4.16 RECORDS TO BE MAINTAINED AT SITE

The following Register shall be maintained by the contractor at site and to be got signed by Engineer in charge, NERIWALM.

General Maintenance Log Book.

Preventative Maintenance / Breakdown Log Book.

Account of receipt & issue of spare parts and consumable items for maintenance & repairs.

4.17 PERSONAL ACCIDENT INSURANCE:

The entire contractor employee will have to be covered under insurance against any personal accident and NERIWALM will not be liable for payment of any compensation on that account. During the execution of work, the contractor shall follow all standard norms of safety measures / precautions to avoid the accident / damages to man, machineries and building. On non adherence of this clause, suitable fines shall be imposed as decided by engineer in charge, NERIWALM.

4.18 CONSUMABLES

All the required replacement material and consumables required for keeping all the installations in good working conditions shall be arranged by the contractor. However, payment of consumable made by NERIWALM on actual consumption basis as approved rate. Bidder is required to quote separately item of Sub Head –II for electrical consumable of section 5. The rate contract of consumable item will be awarded to successful bidder after selecting lowest rate of each item quoted by all the bidders.

4.19 PERIOD OF OPERATION

- i) The system shall be kept in good working conditions round the clock without any defect
- ii) The DG set should operated from 7.00 AM to 11.00 PM on working days or as directed by the Engineer-in-charge. During visit of VIP(s), the electrician and generator operator has to stay in the campus for running the DG set beyond 11.00 PM. Payment for such overtime will made extra by NERIWALM at the rate agreed upon.
- iii) The Pumps should be operated from 6.00 AM to 11.00 AM and from 2.00 PM to 6.00 PM or as directed by the Engineer-in-charge.

END OF SECTION 4

SECTION 5

Tender No.:

BILL OF QUANTITY (BOQ) AND PRICE BID SCHEDULE

Subject :- ANNUAL MAINTENANCE OF INTERNAL AND ELECTRICAL INSTALLATION AND OPERATION OF DG SET & PUMP IN NERWALM CAMPUS AT DOLABARI, TEZPUR, ASSAM.

Serial No.	Description	Unit Price per annum (both in figure & in words)	% of applicable tax	Value of applicable taxes in (Rs) (both in figure & in words)	Total price inclusive of all taxes & duties per annum in (Rs) (both in figure & in words)
1.	All inclusive comprehensive Operation & all routine, preventive and major/special maintenance works as required from time to time for complete sub-station equipments comprising, L.T panels, Bus ducts, rising mains, Power cables, Internal & External Electrical wiring and installations etc. as per details of installations including operation of DG set and water pumps complete as per terms & conditions.				
	TOTAL				

Note:

1. Breakup of Taxes included in total prices may please be indicated.
2. The contractor should take into consideration the minimum rate prevailing at the time of quoting the rate for different category of labour. EPF & ESIC should invariably be considered. GST as applicable should also be considered.

**Amount in words (Rs.....)
per annum.**

(Signature & seal of the bidder with seal)

END OF SECTION 5

SECTION –6

ANNEXURES

ANNEXURES-I

Details of Installation

- 1.0 250 KVA LT Transformer.
- 1.1 Main Control Panel Board.
- 1.2 Pump set – 05 Nos.
- 1.3 Street Lights, Garden lights, Gate light.
- 1.4 Underground Armoured cables of various sizes.
- 1.5 Electrical wiring of various buildings of the campus.
- 1.6 Electrical fittings, appliances, luminaries, etc.
- 1.7 Battery charger with batteries.
- 1.8 Air-conditioners.
- 1.9 Distribution Boards with MCB, Switch Gear, etc.
- 1.10 Various types of equipments.
- 1.11 100 KVA generators – 2Nos.

ANNEXURE –II

MINOR SPARES/CONSUMABLES TO BE SUPPLIED BY THE CONTRACTOR (COVERED UNDER THE SCOPE OF CONTRACT)

- 1) Rewirable fuses
- 2) Indicating lamps of panels, enunciators and switch board etc.
- 3) Lubrication oils and greases etc.
- 4) Cleaning material like cloth/cotton wastes etc.
- 5) Contact cleaning agents like CTC sprays etc.
- 6) Paint for touch up of damaged paints.
- 7) Thinner etc.
- 8) Screws, nails and rawl plugs etc.
- 9) Nuts and bolts of different sizes.
- 10) Contactor contacts.
- 11) Insulation for wiring & cabling.

ANNEXURE – III

Expected Minimum Labour & Duty Hours

Expected minimum labour to be deployed for Sub-station and internal & external electrical installations.

Supervisor

(Highly skilled) 1 No. One visit per month and when ever required during break down for overall management of maintenance of works & attending to major faults & liaison with NERIWALM and APDCL.

Electrician – 01 (one) No

Skilled for maintenance of internal & external electrical installation.

Electrician Helper – 01 (one) No

Unskilled for maintenance of internal & external electrical installation.

Generator Operators – 02 Nos

Semi-skilled - No for operation and maintenance of DG sets.

Pump Operator – 2 Nos

Semi-skilled - 2 Nos operation of pumps and maintenance of water supply system of the campus.

ANNEXURE – IV

Qualification & Experience of Technical Staff

i) (Skilled) - ITI in the trade of Electrical or having wireman Grade I license with 3 years experience or 5 years experience in Operations & Maintenance of LT switch gears & panels.

ii) (Unskilled) – Basic Knowledge of electrical equipments and wiring, etc.

iii) (Semi-skilled) - Experience in Operations & Maintenance of Generators & Pumps Transformers, LT switch gears & panels.

iv) Helpers

(unskilled) –

ANNEXURE – V

GENERAL SCOPE OF WORK:

1. Daily checking the performance of the batteries, inverters, stabilisers, power control systems (Servo), operating the street lights (including solar installations) operating generator sets of the institute in the event of disruption of hydel power by engaging competent persons (electricians or helpers) having the necessary license of the competent authority to run such electrical installations.
2. Internal electrification and installation of electrical loads (fan, light, AC etc.) within the institute's buildings and staff quarters, checking the faults in electrical connectivity including the distribution system (both underground and overhead) and rectifying the defects if any for proper maintenance and ensuring performance of any electrical loads connected in the Administrative building, Laboratory building, Guest house, Trainees Hostel, Recreation building, Residential staff quarters, street lights, pump houses, main gates etc within the campus. The electrical materials as may be required for the maintenance of such installations will be supplied by the institute on receiving the indents.
3. A proper inventory of Electrical Spares/Consumables will have to be kept for immediate rectification of electrical problems as and when arises. Such inventory will be made available by the Contractor at the quoted rate and the

- expenditure towards consumables will be made on monthly basis on submission of valid bills in duplicate.
4. All the electrical installations including light, fans, AC, stabilizers, etc. have to be kept cleaned of dust or other unwanted foreign materials.
 5. The electrical control room should be kept in cleaned condition by daily cleaning and sweeping the floors as directed.
 6. The electrical complaints and materials receipts and utilisation registers etc., as may be required for record will be maintained by the authorised electricians and such records should be kept open during the inspection of the same by the authorised person of the institute.
 7. The electrical materials including consumables or others as may be required for the maintenance will be received and utilised wherever required by the electricians in presence of the authorised person of the institute.
 8. The labour will normally be deployed in two shifts of 8 hrs. durations and they should always be available at the Electrical control Room and Generator house during the shift duty period.
 9. In case of any exigency situations, the electricians will have to inform the authorised person immediately without making any delay.
 10. Daily operating the Generator sets of the institute in the event of disruption of power by engaging competent persons having the necessary license issued by the competent authority to run the DG sets.
 11. The POL as may be required for running the DG sets will be supplied by the institute on receiving the indents.
 12. A proper inventory of Generator spares will be made for some minor problems of the Generators. Such inventory will be issued by the department to the operator on receiving the indent.
 13. The DG sets will have to be kept cleaned of dust or other unwanted foreign materials.
 14. The DG room should be kept in cleaned condition by daily cleaning and sweeping the floors as directed.
 15. The surroundings of the DG room , Electrical control room, Servo room, P.D.B., Pillar box should be kept clean.
 16. The operating registers and service manuals etc., as may be required for running the DG sets will be maintained by the operator and such records should be kept open during the inspection of the same by the authorised person of the institute.
 17. The POL or others as may be required for the DG sets will be received and filled in to the tank by the operator in presence of the authorised person of the institute.
 18. The DG sets will be maintained by the institute through authorised persons. The operators should not replace or do anything in the event of any failure of the sets. In such cases the operator should immediately inform the matter to the authorised persons for taking necessary actions.
 19. The POL log book will be maintained by the operator and kept open for regular checking by the authorised persons.
 20. The Generators will normally be run in two shifts of 8 hrs. durations and the operator should always be available at the Generator Room during the shift duty period. In exigencies, the Generators may have to be run at any time as directed by

the authorised person of the institute and the payment for running the Generator during exigency will be paid at the same rate as quoted by the party and on hourly basis . The shift hours may be as follows :

7 A.M. to 3 P.M.

3 P.M. to 11 P.M. (on all working days including holidays)

The Generator Operator should be available all the time in the Generator Room.

21. In the case of any exigency situation, the operator will have to inform the authorised person immediately without making any delay.

ANNEXURE - VI

AGREEMENT

This agreement made on between North Eastern Regional Institute of Water and Land Management (NERIWALM), Dolabari, Tezpur (hereinafter called the employer) of the one part andhere in after called “ The Contractor” of the other part.

Whereas the employer is desirous that certain works should be executed i.e. Annual Maintenance of Internal & External Electrical installation and operation of DG sets and Pump in NERIWALM Campus at Dolabari, Tezpur, Assam and has accepted a tender of the contractor for

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

In this Agreement words and expressions have the same meanings as are respectively assigned to them in the conditions of contract there after refered to.

The following documents shall be deemed to form and be read and construed as part of this agreement viz.

The Tender No.

The award letter No.

References as mentioned in the award letter

In consideration of the payments to be made by the employer to the contractor, the contractor hereby convenants upon to execute and maintain the works in conformity in all respects with the provisions of the contract.

NERIWALM hereby convenants to pay the consideration of, complete contract for providing photocopying and documentation of the works at the contract price at the times and in the manner prescribed by contract.

In witness whereof the parties have hereunto set their respective hands and seals the day and year first above written.

For & on behalf of
Contractor

For & on behalf of
North Eastern Regional Institute
f Water and Land Management

Witness

(i)

(ii)

Date :
Tezpur

SECTION – 7

Tender No.:

FORMAT OF BID BOND (EMD)

Whereas (Hereinafter called “the Bidder”) has submitted its bid dated For the supply of Vide Tender No. dated

KNOW ALL MEN by these presents that WE OF Having our registered office at (Hereinafter called “the Bank”) are bound unto Telecommunications Consultants India Limited (hereinafter called “the Purchaser”) in the sum of INR for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
 2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
- (a) Fails or refuses to execute the Contract, if required; or**
(b) Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name

Signed in Capacity of

Name & Signature of witness Full address of Branch

Address of witness Tel No. of Branch

Fax No. of Branch

END OF SECTION 7

SECTION-8

Tender No.:

FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

North Eastern Regional Institute of Water and Land Management (NERIWALM)

Dolabari, P.O.: Kaliabhomora, Tezpur – 784027 (Assam)

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. : _____

In consideration of North Eastern Regional Institute of Water and Land Management (NERIWALM) Dolabari, P.O.: Kaliabhomora, Tezpur – 784027 (Assam) having its office at Tezpur (hereinafter referred to as “NERIWALM” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on M/s _____

(hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and TCIL having agreed that the Supplier shall furnish to TCIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for _____.

We, _____ (“The Bank”) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding _____ (say) _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the upplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not. _____

Authorized Signature
Manager
Seal of Bank

END OF SECTION 8
SECTION-9

Tender No.:

BID SUBMISSION FORM

Offer No.: _____ Date: _____

To

The Director,
North Eastern Regional Institute of Water and Land Management (NERIWALM)
Dolabari, P.O.: Kaliabhomora
Tezpur – 784027 (Assam)

Dear Sir,

In response to your **Tender No.Dated:for** Annual maintenance of Internal & External Electrical installation and operation of DG sets and Pump in NERIWALM Campus at Dolabari, Tezpur, Assam we hereby submit our offer herewith.

1. Bidder Name : _____
2. Website Address : _____
3. Email Address : _____
4. Address for Communication : _____

5. Telephone Number : _____
6. Fax/Telefax Number : _____
7. Authorised Person - Name : _____

Designation : _____

Mobile No. : _____

Email ID : _____

8. Alternate Person - Name : _____

Designation : _____

Mobile No. : _____

Email ID : _____

9. PAN Number : _____

10. TIN Number : _____

State : _____

11. GST Regn. No. : _____

12. Deleted

13. Beneficiary's complete Bank Details in case payment through LC is approved.

Bank Account No. : _____

IFSC / NEFT Code : _____

Name of the Bank : _____

Address of the Branch : _____

14. Particulars of EMD

Amount : Rs. _____

Mode of Payment (DD/BG) : _____

DD/BG No. : _____

Date : _____

Name of the Bank : _____

Address of the Bank : _____

Validity of BG : _____

15. Particulars of Tender Fee

Amount : Rs. _____

DD No. : _____

Date : _____

Name of the Bank : _____

Address of the Bank : _____

16. Turnover of the Bidder in last 3 years (Please submit copy of Annual Report)

Year Annual Report attached at

Page No.

Turnover in Rs. (Lakh)

2014-2015

2015-2016

2016-2017

Average Turnover

17. Details of similar work / order executed during last 3 years (Please submit copy of completion certificate from the client.

18. Please mention the place from where shipment will be effected.

19. Country of Origin of Goods offered (Itemwise)

20. Please Mention Mode of Shipment (Sea/Air/Rail/Road)

21. Are you a MSME Unit. If yes, please furnish Registration Details, Name of the DIC / State.

22. If you are MSME is it owned by SC/ST Entrepreneurs. If Yes, please specify the Name of the Owner who is SC or ST.

23. Following Documents are submitted to substantiate other eligibility criteria.

i) _____

ii) _____

iii) _____

DECLARATION

1) We have read and understood the terms & conditions of the above mentioned tender and comply with all Terms & Conditions of your Tender.

(In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)

2) We certify that the information mentioned above are true and correct to best of our knowledge.

3) In case of receipt of order we confirm that payment shall be received through e-Banking / Electronics Transfer.

4) This offer contains _____ No. of pages including all Annexures and Enclosures.

Place: Signature of Authorized Signatory

Date: Name:

Designation:

Seal:

END OF SECTION 9