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E-mail: dir-neriwalm@gov.in  
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दोलाबारी, कालियाभोमोरा  
Dolabari, P.O. Kaliabhomora  
तेजपुर-784027, असम (भारत)  
Tezpur-784027, Assam (India)



पूर्वोत्तर क्षेत्रीय जल और भूमि प्रबंधन संस्थान  
NORTH EASTERN REGIONAL INSTITUTE OF WATER AND LAND  
MANAGEMENT

(जल संसाधन, नदी विकास और गंगा कायाकल्प विभाग, जल शक्ति मंत्रालय, भारत सरकार के अधीन एक संस्थान)

(An Institute under the Department of Water Resources, River Development and Ganga Rejuvenation, Ministry of Jal Shakti, Govt. of India)

No. NRWM/CONST/130/2021-22/

3454

Date: 19/01/2022

**NOTICE INVITING e-TENDER**

e-Tender are invited (Technical & Financial Bid) by the Director, NERIWALM, Dolabari, Tezpur-784027(Assam) from appropriate registered Firms/Contractors/Company/Individuals having extensive experience in repair/maintenance/ construction work of similar nature for the following works of NERIWALM.  
**Name of the works:**

(1) Strengthening of existing road at the road junction near Type-IV(Special) residential quarter and the NERIWALM Recreation Club House of NERIWALM Campus with interlocking concrete block

The tender along with terms and conditions may be viewed and downloaded from the institute's website [www.neriwalm.gov.in](http://www.neriwalm.gov.in)



*B. S. S. S.*  
19/01/2022  
Deputy Director (Admin)  
NERIWALM



पूर्वोत्तर क्षेत्रीय जल और भूमि प्रबंधन संस्थान  
NORTH EASTERN REGIONAL INSTITUTE OF WATER AND LAND  
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(जल संसाधन, नदी विकास और गंगा कायाकल्प विभाग, जल शक्ति मंत्रालय, भारत सरकार के अधीन एक संस्थान)

(An Institute under the Department of Water Resources, River Development and Ganga Rejuvenation, Ministry of Jal Shakti, Govt. of India)

No. NRWM/CONST/130/2021-22/ 3495

Date: 19/01/2022

**NOTICE INVITING e-TENDER**

e-Tender (Technical and Financial) are invited by the Director, NERIWALM, Dolabari, Tezpur-784027(Assam) from appropriate registered Firms/Contractors/Company/Individuals having extensive experience in similar nature of work as given below. The tenders will be opened in the conference hall of the institute in presence of the tenderer or their authorized representatives, if any.

Tenders will be opened on working days only

The tender along with terms and conditions may be viewed and downloaded from the institute's website [www.neriwalm.gov.in](http://www.neriwalm.gov.in)

Sl no	Name of the work	Estimated value (Rs)	Earnest Money	Tender Fee	Completion period	Last date of submission of Tender(Technical & Financial)	Date of opening the tender
01	Strengthening of existing road at the road junction near Type-IV(Special) residential quarter and the NERIWALM Recreation Club House of NERIWALM Campus with interlocking concrete block	10,40,000.00	2 % of the total quoted amount	Rs 1000.00	30(Thirty days) from the date of signing the agreement	17/02/2022 (5.00 PM)	19/02/2022 (11.00 AM)
			EMD and Tender Fee(Tender Fee is non-refundable) is payable in the form of Demand Draft/ Banker's Cheque/ Pay Order in favour of "NERIWALM REVENUE ACCOUNT" from any scheduled bank of India payable at Tezpur, Assam				

Tenders will be opened on working days only

The price Offers of only the qualifying parties in the first stage shall be opened at the same day OR date to be notified/informed separately. Director, NERIWALM reserves the right to accept or reject any or all the tenders without assigning any reason thereof. The Section-2 of the tender documents may please be read thoroughly before filling the Tender.

*Prabhu*  
19/01/2022  
Deputy Director (Admin)  
NERIWALM

Copy to:

1. PS to Director for Director's kind information
2. Chief Vigilance Officer(CVO), NERIWALM
3. Assistant Director(Civil), NERIWALM for information and necessary action
4. Accounts Officer, NERIWALM for information and necessary action.
5. Assistant Engineer(Civil) NERIWALM for information and necessary action
6. Technical Assistant & Assistant Library & Information Officer i/c, NERIWALM
7. Notice Board, NERIWALM for wide circulation
8. NERIWALM WEBSITE: [www.neriwalm.gov.in](http://www.neriwalm.gov.in) & CPP Portal for publishing and tendering process

Tender Notice No. NRWM/CONST/130/2021-22/.....3445..... dtd: 19/1/22.....

**TENDER(E-Tender) FOR REPAIRING AND MAINTENANCE WORK IN NERIWALM CAMPUS AT DOLABARI, TEZPUR, ASSAM.**

**Situation of the proposed works:** NERIWALM Campus, Vill-Dolabari, PO: Kaliabhomora, Tezpur - 784027, Assam

**Name of the work/works:**

(1) Strengthening the existing road at the road junction near Type-IV(Special) residential quarter and NERIWALM Recreation Club House of NERIWALM Campus with interlocking concrete block

Invited by



**NORTH EASTERN REGIONAL INSTITUTE OF WATER AND LAND MANAGEMENT  
(NERIWALM)**

Department of Water Resources, River Development & Ganga Rejuvenation,  
Ministry of Jal Shakti, Govt. of India  
(Registered under the Societies Registration Act, 1860)  
Dolabari, P.O Kaliabhomora  
Tezpur-784027, Assam (India)  
Website: [www.neriwalm.gov.in](http://www.neriwalm.gov.in)  
Phones: 03712- 291069



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Section-5(Financial Bid)	Financial Bid & Price Bid schedule
Section-6	Basic Terms & Conditions
Section-7	:Technical Details/Form of Bid Submission
Section -8	:Undertaking

**( Signature of the bidder with seal):**

**Name of the party:** .....

**Address** .....



## SECTION-1

### ABOUT NOTICE INVITING TENDER

Tender Notice No: (As mentioned in the first page above)

Sl no	Name of the work	Nos of the items of work.	Remarks
01	Strengthening the existing road at the road junction near Type-IV(Special) residential quarter and NERIWALM Recreation Club House of NERIWALM Campus with interlocking concrete block	13(Thirteen)	Rates for all the items shall be quoted in the Financial Bid

Interested bidder may quote their rates for any of the works / all of the works or parts. Rates shall be quoted for all the items against any work.

Submission of Online Bids is mandatory for this Tender. (As per instruction given at Section-2) of the Tender Documents.

**BIDDER PARTICIPATING FOR MORE THAN ONE WORK NEED NOT SUBMIT THE TECHNICAL BID FOR EACH WORK. SUBMISSION OF TECHNICAL BID FOR AT LEAST ONE WORK IS MANDATORY. BUT BIDDERS HAVE TO SUBMIT THE OFFLINE DOCUMENTS AS REFERRED IN CLAUSE 2.21.5 FOR EACH WORK IN SEPARATE ENVELOPE. FAILURE IN MEETING THE REQUIREMENTS OF THE TENDER WILL LEAD TO CANCELLATION.**

**Estimated value :** As indicated in the Tender Notice.

**Important Dates :** As indicated in Tender Notice.

**Tender Fee (non refundable) :** Amount is indicated in Tender Notice shall be submitted off line by Demand Draft/BC/Pay Order in favors of "NERIWALM REVENUE ACCOUNT" from Scheduled Bank of India payable at Tezpur, Assam. Particulars of the Tender Fee shall be submitted on line with Technical Bid. (Refer Point-2.21 of Section-2)

**Earnest Money Deposit :** Amount is indicated in Tender Notice . EMD in the form of Demand Draft/Banker's Cheque/Pay Order in favour of "NERIWALM REVENUE ACCOUNT", from a Scheduled Bank of India payable at Tezpur, Assam. Particulars shall be submitted off line on line with Technical Bid. (Refer Point- 2.21 of Section-2)

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

Bidders are advised to visit the CPPP e-tendering portal regularly for updates/amendments, if any.



**Eligibility Criteria:** Govt registered contractor/party/Firm/Company/Individual having experience on similar nature of works (**Refer the Tender Notice**)

1. Average Annual Financial Turnover during the last 3 years, ending 31st March 2020, should be at least Rs. 10.00 Lakhs.

2. Bidder should have experience of having successfully completed similar supplies/works during the last 3 years ending 31st March, 2020 should be either of the following :

i) One similar orders costing not less than Rs 8.00 Lakhs.

Or

ii) Two similar orders each costing not less than Rs 6.00 Lakhs

(Similar works means Repairing/ painting/ Plumbing & sanitary /Construction of Building etc under Government/PSU)

(Please submit copy of 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 as per Format attached)

4. The Bidder should be registered for GST and PAN (Submit attested copy of Registration Certificate of contractor/Firm/Company, PAN Card, GST Registration, Labour License, Experience Certificate, etc with the Technical Bids).

**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 officially procure/download the tender documents from the ETS portal of CPPP before the last date and time of sale of tender document in order to bid for the work.**

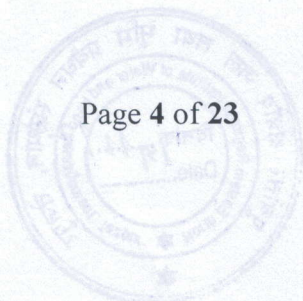
The price offers of only those parties who qualify in the first stage **OR** of all the parties shall be opened on the same day **OR** date to be notified/informed over phone separately. Director, NERIWALM reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

**( Signature of the bidder with seal)**

**Name of the party:** .....

**Address** .....

**END OF SECTION - 1**



## SECTION – 2

Tender Notice No: (As mentioned in the first page above)

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

2.1.4 “Purchase/Work Order” means the order placed by the NERIWALM on the Contractor/Supplier duly signed by NERIWALM’s authorized representative for execution of certain works mentioned in the tender from the vendor/contractor.

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

2.1.6. “ Contractor” means the successful bidder to whom the work would be awarded

#### 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. NERIWALM in any case will not be responsible or liable for these costs regardless or the conduct of the bidding process.

#### 2.3 BID DOCUMENTS (Refer the Instruction to the Bidders at Clause - 2.21)

2.3.1 Bid Documents includes:-

- Section 1 About the 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 (Technical) & Section -5 (Price Bid Schedule)
- Section 6 Basic Terms and conditions of the work
- Section 7 Technical Details/Data & declaration
- Section 8 Undertaking

2.3.2 Any other clarification or communications obtained from NERIWALM.

#### 2.4 AMENDMENT TO BID DOCUMENTS



2.4.1 At any time, prior to the date of submission of bids, NERIWALM 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 [www.neriwalm.gov.in](http://www.neriwalm.gov.in) 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 NERIWALM 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 the charges, taxes and duties, GST, other statutory charges etc as applicable .Refer Section-5(Financial Bid ).

## **2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS**

As mentioned in the Tender Notice . 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 as mentioned in the NIT. The bid security shall be in one of the following forms:-

(a) Demand Draft/ Banker's Cheque or Pay Order from a Scheduled Bank .

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 NERIWALM.

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/service/execute in terms of the work/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 NERIWALM as non-responsive.



In exceptional circumstances, the NERIWALM may request the consent of the bidder for an extension to the period of bid validity. The bid security shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

## 2.10 CLARIFICATION OF BIDS

2.10.1 To assist evaluation and comparison of the bids, the NERIWALM 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 NERIWALM at its discretion may ask the bidder for clarification of the bid. The clarification will be asked online **OR** off line. The clarification and response from bidder shall also be online **OR** offline .

2.10.2 The NERIWALM 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.

## 2.11 EVALUATION OF TENDERS

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

2.11.2 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.

2.11.3 A bid determined as substantially non-responsive shall be rejected by the NERIWALM.

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

2.11.5 The NERIWALM shall evaluate in detail and compare the bids which are substantially responsive.

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

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

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

2.11.9 The bidder quoting below Minus(-) 10 % of the estimated/tendered amount put to tender shall submit the additional performance security amount equal to the percentage of quoted amount by which the bidder has quoted below (-) 10 % of the estimate/tendered amount. For example : if the bidder quotes within (-) 10 % of the estimated/tendered amount, the no additional performance security money will be required. If the bidder quotes 12 % below the estimated / tendered amount, then the bidder has to submit additional performance security money equal to  $(12\% - 10\% = 2\%)$  of the quoted /awarded



amount and so on. The entire Performance Security Money till the maintenance/ warranty period is over

## **2.12 NERIWALM'S RIGHT TO VARY QUANTITIES**

2.12.1 The Director, NERIWALM 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. Any extra item to be executed upon execution on the interest of the work ,will be billed as per APWD S/O/R/ CPWD S/O/R

2.12.2 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.

## **2.13 NERIWALM'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The NERIWALM does not bind itself 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 NERIWALM's action.

## **2.14 NOTIFICATION OF SUCCESSFUL BIDDER**

2.14.1 Prior to the expiration of the bid period, the NERIWALM will notify the successful bidder in writing by off line OR online, if the Tender is accepted , otherwise the EMD deposited with the Tender will be released

2.14.2 Upon successful bidder furnishing of Performance Guarantee, the NERIWALM will discharge its bid bond in Non-Judicial stamp paper of appropriate value..

## **2.15 ISSUE OF LETTER OF INTENT**

2.15.1 The issue of Letter of Intent shall constitute the intention of the NERIWALM to place the Purchase Order/Work Order with the successful bidder.

2.15.2 The bidder shall within 10 days of issue of Letter of Intent/Work order give its acceptance along with Performance Guarantee in conformity with the bid documents/ indicated in the LOI or Work Order.

## **2.16 CANCELLATION OF LETTER OF INTENT/WORK ORDER**

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 NERIWALM may make the offer to any other bidder at the discretion of the Purchaser or call for new bids.

## **2.17 POST BID CLARIFICATIONS**

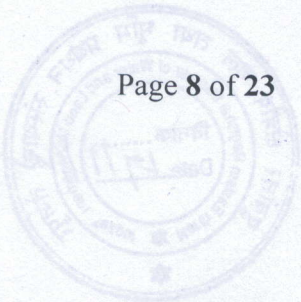
No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the NERIWALM in the Purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

**2.18 DELIVERY:** As per Work Order to be issued to the successful bidder

**2.19 SUBMISSION OF BID :** (Refer Clause no. 2.21 of section -2)

**2.20 OPENING OF PRICE OFFER**

Price offers of only those bidders who qualify in the 1<sup>st</sup> stage OR of all the bidders shall be opened at the same day OR date to be notified separately. In case of any conflict in any of



the terms of any Section, the same shall prevail over the terms mentioned in other sections.

## 2.21 INSTRUCTIONS REGARDING ONLINE BID SUBMISSION

### 2.21.1 Bidding Methodology:

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

### 2.21.2 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 Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in>) if not already registered.
- iii) Create Users and assign roles on CPPP
- iv) Assign Tender to a department of your organization on CPPP
- v) Download Official Copy of Tender Documents from CPPP
- vi) Clarification to Tender Documents on CPPP
  - Post query to CPPP (Optional)
  - View response to queries posted by CPPP
- vii) Online Bid-Submission on CPPP

viii) Attend Online Public Tender Opening Event (TOE) for Techno-Commercial Bid on CPPP

– Opening of Technical-Part

ix) Post-TOE Clarification on CPPP (Optional)

– Respond to CPPP's Post-TOE technical queries

x) Attend Public Online Tender Opening Event (TOE) for Financial Bid on CPPP

– 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 CPPP.

### 2.21.3 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>].

### 2.21.4 On-Line Submission :

The On Line Submission will have the following activities:

**(A) Technical Bid Part :** The following shall be signed digitally and will comprise the Technical Bid.

i) Submission of Tender Notice & Tender Documents (Section-1 to Section- 8)/ Addendum.

ii) Submission of particulars of EMD/Tender Fee.

iii) Submission of copies of Registration Certificate of the Firm/Company/Individual.

(iv) Submission of GST registration certificate, PAN, Labour License.



(v) Submission of Experience certificate (as indicated in Section-I) & Financial Turn over certificate (as indicated in Section-I):

(vi) Submission of Technical Details/ Form of Bid Submission duly filled as per format in Section- 7

(vii) Submission of undertaking after duly entertained as in Section- 8

(viii) Submission of Certificate of MSME/NSIC, if any

(ix) Submission of Any other clarification/Amendment

(B) **Financial Part** is as under:

(i) Submission of Main Bid in the Form of **Section- 5 (Financial Bid)**

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

(a) Bidders may participate for any of the work/ works or all of the works against a single NIT . Separate Financial Bid shall be submitted for each work. Rates to be quoted for all the items for any work. Name of work/works and nos of items against each Work is indicated in **Section-1**

#### **2.21.5 Off line Submissions :**

Only the following shall be accepted in physical form/by post addressed to **the Director, NERIWALM, PO : Kaliabhomora, Tezpur, Assam(Pin-784027)**, and should reach before the due date and time of opening the tender. The sealed envelope shall bear the name of the work and Tender Notice & Description and the words” **DO NOT OPEN BEFORE(due date & time)**” : Separate sets of documents( as indicated below) including Tender Fee & EMD shall be submitted in separate envelope for each work.

- Tender Fee in the form of Demand Draft/Banker’s Cheque (In original)
- EMD in the form of Demand Draft/Banker’s Cheque / Pay Order(In original)
- NSIC / MSME registration certificate in support of exemption of EMD
- Pass Phrase/any information for opening of bids (**if required**).

All other documents shall have to be submitted in Electronic/Soft form and shall not be accepted in physical form as stated at section-2

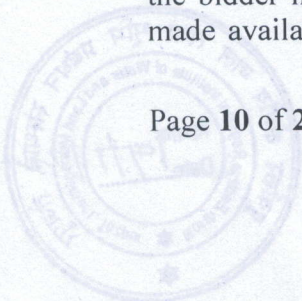
#### **2.21.6 Special Note on Security of Bids: As per Rules of implementation in CPPP:**

##### **2.21.7 Online Public Tender Opening Event (TOE)**

CPPP 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) dully 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 CPPP.

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)'. CPPP 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 NERIWALM 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. CPPP 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'

**2.21.8 Other Instructions**

For further instructions, the Bidder should visit the home-page of the portal (<https://eprocure.gov.in>) and go to the **User-Guidance Center** The help information provided through 'CPPP 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 CPPP
- ii) Register your organization on CPPP well in advance of tender submission deadline on CPPP.
- iii) Get your organization's concerned executives trained on CPPP well in advance of tender submission deadline on CPPP
- iv) Submit your bids well in advance of tender submission deadline on CPPP (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 CPPP, the fourth instruction is relevant at all times.

**( Signature of the bidder with seal)**

**Name of the party:** .....

**Address** .....

**End of section - 2**



### SECTION – 3

Tender Notice No: (As mentioned in the first page above)

#### GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

##### **3.1 PRICE APPLICABILITY**

Prices in the Purchase Order/Work 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. If the service is found un-satisfactory NERIWALM can cancel the work with 01(one) month prior notice.

##### **3.2 PERFORMANCE SECURITY**

3.2.1 Within 10 days of the Supplier's/Contractor's receipt of Letter of Intent (LOI)/P.O., the Supplier/Contractor shall furnish a Performance Security @ 10(ten) % of the quoted/awarded total amount of the work/works in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee issued by a schedule Bank from its branch payable at Tezpur , Assam (Also please refer the "evaluation of tenders" in Section -2) .

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

3.2.3 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 /DD/ FD payable in scheduled bank

3.2.4 The Performance Bond will be discharged by the NERIWALM after completion of the supplier's/contractor's obligations including any warranty obligations under the contract.

3.2.5 As regards validity of PBG, please refer to Special Conditions of the Contract.

##### **3.3 CHANGE ORDERS**

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

Services/Quantities to be provided/executed by the supplier/contractor.

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

##### **3.4 SUB-LETTING**

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

##### **3.5 LIQUIDATED DAMAGES**

3.5.1 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 NERIWALM of the right to recover Liquidated Damages.

3.5.2 For any type of un-satisfactory work, as liquidated damages, a sum equal to 1% of the total quoted amount per day will be recovered from the Supplier/Contractor. The NERIWALM also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the Supplier/Contractor from participation in future.

3.5.3 Liquidity Damages can be recovered from any dues of the Supplier/Contractor.

### 3.6 ARBITRATION

3.6.1 In the event of any dispute arising between NERIWALM and the Supplier/Contractor, 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.

3.6.2 The proceedings of arbitration shall be in English language:

3.6.3 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 Tezpur and Guwahati shall have the Jurisdiction.

3.6.4 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.

### 3.7 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.



### **3.8 GENERAL LIEN**

Whenever under this contract any sum of money is recoverable from and payable by the Supplier/Contractor, the NERIWALM shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the Supplier/Contractor, if a security is taken from the Supplier/Contractor. 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.

### **3.9 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 Director, NERIWALM, 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 NERIWALM shall be at liberty to take over from the Supplier at a price to be fixed by the NERIWALM, 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 NERIWALM may deem fit except such material, as the Supplier may, with the concurrence of the NERIWALM, elect to retain.

### **3.10 TERMINATION FOR DEFAULT**

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

- a) if the supplier/contractor fails to deliver/execute any or all the goods/works within the time period (s) specified in the contract, or any extension thereof granted by the NERIWALM.
- b) if the Supplier/Contractor fails to perform any other obligation(s) under the contract; and
- c) if the Supplier/Contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the NERIWALM may authorize in writing) after receipt of the default notice from the Purchaser) on a notice period of 30 days.



**3.11 TERMINATION FOR INSOLVENCY**

The NERIWALM may at any time terminate the Contract by giving written notice to the Supplier/Contractor, without compensation to the supplier/contractor 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.

**3.12 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/contract order within six months from the date of issue of purchase order.

**( Signature of the bidder with seal)**

Name of the party: .....

Address .....

**END OF SECTION 3**

**SECTION - 4**

**Tender Notice No:** (As mentioned in the first page above)

**SPECIAL CONDITIONS OF CONTRACT**

**4.1 SITUATION OF THE WORK/WORKS IS AT NERWALM CAMPUS AT DOLABARI, TEZPUR, ASSAM.**

**4.2 PAYMENT TERMS**

(i) Payment will be made after satisfactory completion and submission of the bills. However, provision for Running Payment may be considered on the performance of the supplier/contractor.

(ii) The payment shall only be released on confirmation of disbursement of salaries and other allowances, etc to labours deployed at site

**4.3 PAYING AUTHORITY**

The Director, NERIWALM, Tezpur.

**4.4 INSPECTION AUTHORITY**

Officer deputed by Director, NERIWALM.

**4.5 VALIDITY OF PERFORMANCE SECURITY**

Successful bidder is required to submit Performance Security Money for a value of 10 % of value of the awarded work value with validity up to contract period plus 2 months for final handing over of AMC covered equipments/works, within 15 days from date of issue of work order/letter .



#### **4.6 PRE-BID INSPECTION / SURVEY**

4.6.1 The bidder may inspect the conditions of the work/works physically before submission of their bid.

4.6.2 The complete items of works as estimated will be reflected in **Section-5(Financial)**

#### **4.7 SCOPE OF WORK :**

4.7.1 The scope of work shall cover complete execution up to handing over to NERIWALM within the stipulated time frame.

#### **4.8. PERIOD OF CONTRACT**

The period of contract shall be till the completion of the Maintenance liability period after completion of the execution.

#### **4.9 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.

#### **4.10 DEPLOYMENT OF STAFF**

4.10.1 The contractor shall engage labours/workers not below the age of 18 years.

#### **4.11 TOOLS & PLANTS**

All the general tools required for the work/works should be provided by the contractor at the contractor's risk and cost.

#### **4.12 SCHEDULE OF MAINTENANCE**

Within one week of award of work, the contractor shall submit for approval of NERIWALM enclosing the detailed schedule of operation/ program to the concerned officer of NERIWALM.

#### **4.13 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.

- Site Order Register
- Payment Register

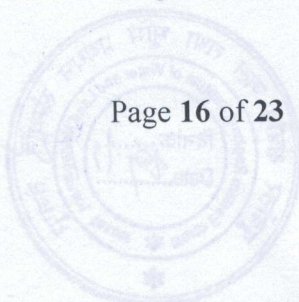
#### **4.14 PERSONAL ACCIDENT INSURANCE:**

The entire contractor's employee/labours 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.

#### **4.15 PERIOD OF OPERATION**

- a) 8.00 AM to 5.00 AM on all working days

**(Signature of the bidder with seal)**



Name of the party: .....

Address .....

END OF SECTION 4

SECTION – 5(Technical )  
(FOR NOT QUOTING RATES)

FORMAT OF BILL OF QUANTITY (BOQ)

NAME OF THE WORK/WORKS: As indicated in front page )

Tender Notice No: (As mentioned in the first page above)

Sl no	Description	Unit	Qty	Rate (In figure & words)(Rates to be Including GST, Taxes, carriage, loading & unloading,all other charges, etc)	Amount(Rs.P)
				(Not for quoting Rates)	
				TOTAL(Rs.P)	

- The contractor should take into consideration the minimum rate prevailing at the time of quoting the rate for different category of labour and materials , all other charges should invariably be considered. GST, carriage, loading& unloading, all other charges, etc as applicable should also be considered.

RATES MAY BE QUOTED IN SECTION-5 (Financial Bid) FOR EACH WORK

( Signature of the bidder with seal):

Name of the authorized signatory (In Block Letters) :.....

Name of the party: .....

Address .....

END OF SECTION – 5(Technical)



## SECTION – 6

**Tender Notice No:** (As mentioned in the first page above)

### **BASIC TERMS & CONDITIONS :**

1. The Bidder should not have been barred/ black listed by any PSU/Govt. Department in doing business with them. An undertaking in this respect is to be submitted to NERIWALM (**Refer Section-11**)
2. The contractor will have to sign the formal agreement on Non-Judicial Stamp paper of appropriate value **for each work** . The cost of the Non-Judicial Stamp paper will be the liability of the contractor.
3. (A) Submission of one set of signed copies up-to-date Contractor's Registration Certificate, Labour License, PAN Card, GST Registration/Certificate MSME/NSIC (if any) are to be submitted with the Technical Bid by online (**Refer Section-2**).
- (B) Submission of one set of above mentioned documents at the time of signing the agreement **for each work**.
4. The selected bidder should have to deposit **Performance Security** for an amount of minimum 10(ten) Percent of the Contract Value/awarded value in the form of A/C Payee DD/FDR/BG for each work. The earnest money deposited with tender document will be released only after deposit of the Performance Security and signing & acceptance the formal agreement. The Performance Security will be released after satisfactory completion of the maintenance period
5. No request for change of rates will be entertained after opening the tender. The offered rates are inclusive of GST, carriage, loading & unloading, all charges, etc.
6. The work should be completed within the stipulated time. No extension will be considered except a valid and tenable reason is given and accepted by the Competent Authority.
7. The contractor should provide necessary risk to the labours from any type of accident that may arise at the work site or within the campus. Necessary Labour Rules will be applicable on the contractor.
8. Payment will be made as per actual measurement of the work executed.
9. The materials to be used by the contractor for the work should be got approved from the authority before using the same
10. Any item of work executed as extra item which is beyond the schedule order, the rate will be fixed as per **latest APWD SOR/CPWD SOR** with prior approval of Director.
11. Any other clause not covered under GCC, SCC and above, the contractor will be liable to abide by the directions/instruction of the Director, NERIWALM in the interest of the work.
12. **Tests:** For carrying out mandatory tests as prescribed in the Specifications, the contractor shall be solely responsible for :
  - (a) Carrying out mandatory tests prescribed the MoRD Specification during construction or defect liability period, and

(b) For correctness of the test results, whether performed in his own Laboratory or elsewhere.

© Testing shall be the liability of the contractor at his own cost and risk .

13. **Defects Liability:**

(a) The Defect Liability period is 01(one) year from the date of final handing over the work in all respect to NERIWALM. The Defect Liability period shall automatically extend for as long as the defects remain to be rectified.

(b) Any authorized official shall check the work and notify the contractor of any defects, poor workmanship, quality of materials or testing during construction or Defect Liability period. The contractor shall correct the notified defect/defects with immediate effect.

(c) The contractor shall do the routine maintenance of the work during the Defects Liability period

Signature of the Bidder:.....

Name (IN BLOCK LETTERS):.....

Name of the bidder: .....

Date:.....Place:.....

END OF SECTION – 6



**SECTION – 7**  
**(BID SUBMISSION FORM)**  
**(To be filled by the bidder)**

**Tender Notice No:** (As mentioned in the first page above)

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 Notice(mentioned below) dtd:.....for the work/works of NERIWALM (mentioned below),We hereby submit our PARTICULARS/OFFER for necessary consideration:

<b>A</b>	<b>Tender Notice No &amp; Date</b>	
<b>B</b>	<b>Name of the Work:</b>	Strengthening the existing road at the road junction near Type-IV(Special) residential quarter and NERIWALM Recreation Club House of NERIWALM Campus with interlocking concrete block
1	Bidder's Name :	
2	Web site Address:	
3	E-Mail Address:	
4	Actual Address of the Bidder as per record:	
5	Postal Address:	
6	Contact No:	
7	Authorized Person's -Name	
	Designation :	
	Contact No:	
8	PAN No :	
9	GST Reg No:	

	Name as per document	
10(A)	Labour Licence No:	
	Name as per document	
	Name of Issuing authority :	
	Validity up to :	
	Nos of Labours :	
10(B)	Labour Licence No:	
	Name as per document	
	Name of Issuing authority :	
	Validity up to :	
	Nos of Labours :	
11	Particular of EMD (Copy to be submitted with Technical Bid also)	
	Amount(Rs),	
	DD/BC/PO No & Date:	
	Bank :	
12	Particular of Tender Fee (Copy to be submitted with Technical Bid also )	
	Amount(Rs)	
	DD/BC/PO No & Date:	
	Bank :	
13	Details of Bank Accounts for release of EMD/Performance Security/Bill etc.	
	Bank A/C No.	
	Name of the Bank	
	Name of the Branch	
	IFC Code.	
	Name of the Bank Account Holder(As per record in the	



	Bank Account)			
14	Average Annual Financial Turnover during the last 3 years, ending 31st March 2021			
	<b>Period (As below)</b>	<b>Financial Turn Over (As below)</b>		
15	Experience in experience of Similar Nature of Works during last 5(Five) years			
	<b>Duration of Experience</b>	<b>Description of the experience</b>	<b>Deptt/Company/PSU/Organization</b>	<b>Work value(Rs)</b>
16	Particulars of Registration of Contractor/ Firm/Company			
	<b>Class /Category of Registration</b>	<b>Issuing Authority</b>	<b>Nature &amp; type f works/business authorized for execution</b>	<b>Valid upto :</b>
17	Particulars of MSME/NSIC Registration (If Any)			
	<b>Class /Category of Registration</b>	<b>Issuing Authority</b>	<b>Nature of works authorized for execution</b>	<b>Valid upto:</b>

**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.

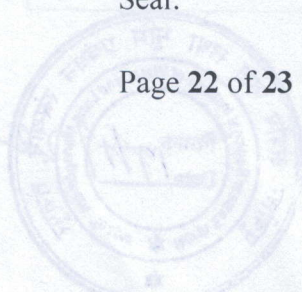
( Signature of the bidder with seal).....

Name of the Signatory (In Block Letters) :.....

Name of the party: .....

Address .....

Seal:





**SECTION-8**

**Tender Notice No:** (As mentioned in the first page above)

**UNDERTAKING**

To,

The Director,  
NERIWALM,  
Dolabari, Tezpur, Assam (Pin-784027)

**Name of the work/works :** Strengthening the existing road at the road junction near Type-IV(Special) residential quarter and NERIWALM Recreation Club House of NERIWALM Campus with interlocking concrete block

Sir,

I/We do hereby declare that I/We have not been barred/black listed by any PSU/Government Department in doing business with them. I/We have submitted the information/document to the best of my/our knowledge.

( Signature of the bidder with seal).....

Name of the Signatory (In Block Letters) :.....

Name of the party: .....

Address .....

Seal:

**(END OF SECTION- 7& 8)**

**NOTE: SECTION-5(Financial Bid) attached separately for the work/Works**

