



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. NRW/CONSTN/ 276/pt-I/2022-23/1234

Date: 19/06/2023

**NOTICE INVITING BIDS THROUGH GeM**

e-Tender (Technical and Financial) are invited by the Director, NERIWALM, Dolabari, Tezpur-784027(Assam) from appropriate registered Architect (Firms/Individuals) Reregistered with Council of Architect having 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.

The tender along with terms and conditions may be viewed and downloaded from the institute's website <https://neriwalm.gov.in>. Interested bidders may participate **ONLINE** in **GeM Portal** of Govt of India.

Sl. No.	Name of work/service	Approximate projected value of work	Earnest Money (Lump-sum)	Last day of submission of e-Tender (Technical & Financial)	Date and time of opening of tender
1	HIRING OF ARCHITECT/ARCHITECTURAL FIRM FOR CONSULTANCY SERVICES FOR VARIOUS WORKS (CIVIL, ELECTRICAL & WATER SUPPLY, LANDSCAPING, CAMPUS DEVELOPMENT, ETC) IN NERIWALM CAMPUS AT DOLABARI, TEZPUR, ASSAM	Rs. 4.60 Crores (approx.)	Rs. 10,000.00  EMD is payable in the form of DD in favour of "NERIWALM REVENUE A/C", NERIWALM, Tezpur (Assam) from a scheduled bank payable at Tezpur, Assam	As per GeM Portal (not within 21 days of issue of the notice)	As per GeM Portal

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.

Deputy Director (Admin)  
NERIWALM

**Copy to:**

1. PS to Director for favour of Director's kind information
2. Chief Vigilance Officer (CVO), NERIWALM
3. Assistant Director (Civil), NERIWALM
4. Accounts Officer, NERIWALM.
5. Assistant Engineer (Civil), NERIWALM
6. Notice Board, NERIWALM for wide circulation
7. NERIWALM WEBSITE: <https://neriwalm.gov.in> for publishing in website.
8. Online GeM Portal for publishing and tendering in GeM Portal.



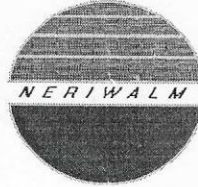
Tender Notice No. NRWM/CONST/276/pt-1/2022-23/...1234..... Dtd: 19/06/23..

**TENDER (E-Tender) FOR EMPANELMENT OF ARCHITECT/ARCHITECTURAL FIRM FOR VARIOUS WORKS IN NERIWALM CAMPUS AT DOLABARI, TEZPUR, ASSAM.**

**NAME OF THE WORK :** HIRING OF ARCHITECT/ARCHITECTURAL FIRM FOR CONSULTANCY SERVICES FOR VARIOUS WORKS (CIVIL, ELECTRICAL & WATER SUPPLY, LANDSCAPING, CAMPUS DEVELOPMENT, ETC) IN NERIWALM CAMPUS AT DOLABARI, TEZPUR, ASSAM.

**Through GeM**

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: <https://neriwalm.gov.in>  
Phones: 03712-291069



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## SECTION-1

### ABOUT NOTICE INVITING TENDER

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

Sl. No.	NAME OF WORK
01	HIRING OF ARCHITECT/ARCHITECTURAL FIRM FOR CONSULTANCY SERVICES FOR VARIOUS WORKS (CIVIL, ELECTRICAL & WATER SUPPLY, LANDSCAPING, CAMPUS DEVELOPMENT, ETC) IN NERIWALM CAMPUS AT DOLABARI, TEZPUR, ASSAM.

**Tender Fee (Non Refundable) :** Amount indicated in Tender Notice shall be submitted **OFFLINE** by Demand Draft/BC/Pay Order in favour of “NERIWALM REVENUE A/C” NERIWALM, Tezpur.

Particulars of the EMD shall be submitted ONLINE with Technical Bid.

**Earnest Money Deposit :** EMD in the form of Demand Draft/Banker’s Cheque/Pay Order in favour of “NERIWALM REVENUE A/C”, NERIWALM, Tezpur from a Scheduled Bank shall be submitted **OFFLINE**. Particulars of the EMD shall be submitted **ONLINE** with Technical Bid.

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

**Tender Value :** The total projected value of the work is approximately Rs. 4.60 Crores.

**Name of proposed works:**

Sl. No.	Name of the proposed work	Remarks
1	Renovation of Administrative Building of NERIWALM Campus (Tiles flooring, Window blinds, Wall Paneling, Development of Central Lounge, Renovation of Toilet fittings, Renovation of Refreshment area etc.)	These are the broad description of works for which empanelment of architects has been invited. However, there may be changes depending upon requirement and fund availability at the time of taking up the work.
2	Renovation of Trainees’ Hostel of NERIWALM Campus	
3	Repair and Renovation of Boys Hostel RCC Type – II (Block-I) Building of NERIWALM Campus	
4	Development of 3 <sup>rd</sup> Floor of New Laboratory Building of NERIWALM Campus	

Bidders are advised to visit the NERIWALM website : <https://neriwalm.gov.in> & **GeM portal** regularly for updates/amendments, if any.

**Mode of Bidding:** The mode of bidding is **ONLINE**. Interested bidders may participate in the bidding process in **GeM PORTAL** for Technical & Financial Bids in Two bid system. Only the

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following mentioned shall be accepted in physical mode by post addressed to the **Director, NERIWALM, P.O. 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**”.

- Tender Fee in the form of Demand Draft/Banker’s Cheque /Pay Order (in original).
- EMD in the form of Demand Draft/Banker’s Cheque / Pay Order (in original).
- Pass Phrase/any information for opening of bids (if required).

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

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

Name of the party: .....

Address .....

Contact No :.....



## SECTION-2

### INSTRUCTION TO BIDDERS, ELIGIBILITY CRITERIA, TERMS & CONDITIONS.

#### 2.1 INSTRUCTION TO BIDDERS

- i. The Bidder must be a Reputed, Resourceful and Experienced Company/ Firm / partnership firm / Proprietary Firm in India and shall operate in conformity with the provisions of laws in India.
- ii. The Bidder must possess valid License, GST Registration Certificate, PAN card and Company Registration Certificate or Council of Architecture Registration certificate.
- iii. The Director/ Partner/ Proprietor / Principal Architect of the Company should be registered with Council of Architecture, India and should have minimum experience of 3 years after obtaining architectural degree.
- iv. The average annual turnover of the bidder shall not be less than Rs. 15 Lakhs (Rupees Fifteen Lakhs only) for last three financial years, ending March 2022.
- v. The Bidder should have a local registered office in Assam.
- vi. The Bidder should not have been barred / black listed by any PSU/Govt. Deptt. in doing business with them.
- vii. The bidder should have experience of having successfully completed similar works during the last 5 years (Similar works means: Architectural and Design Engineering of Residential Buildings / Institutional Buildings / Educational Buildings, Estimation (civil, electrical, water supply, plumbing, landscaping, fire fighting system, preparation of BOQ, Tender documents etc.) following the manual of CPWD, Rules of GFR 2017, Guidance of CVC etc.. The past experience should be supported by completion certificates indicating completion cost, date of commencement and date of completion etc.
- viii. Joint Ventures / Consortium / Association of bidders are not allowed.
- ix. The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged between the Bidder and NERIWALM shall be written in the **English language** only.

**Note: The terms & Conditions of this tender document shall supersede the terms and conditions of GeM bid document.**

- The bidding document can be downloaded from the NERIWALM official website. The tenders shall be uploaded on <https://gem.gov.in/>.
- Further, any information or any issuance of corrigendum/addendum/amendment related to this tender will be available only on the NERIWALM official website and not be published elsewhere.
- The technical bid shall be uploaded on the e-tendering portal and also be submitted physically (Hard Copy) on or before the last date of submission of tender.
- The Bidders must read all the terms and conditions of bidding document carefully and only submit the bid if eligible and in possession of all the documents required. The Bidder must ensure that the quoted rate shall be inclusive of all indirect costs such as (and not limited to) Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance, and other necessary and relevant taxes.

#### 2.2 AMENDMENT TO BID DOCUMENTS

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19/6/23



2.2.1 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.

2.2.2 The Amendment/Corrigendum will be notified on NERIWALM Website <https://neriwalm.gov.in> and these amendments will be binding on them. Bidders are advised to visit NERIWALM website regularly for updates on this Tender.

### 2.3 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.

### 2.4 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.

### 2.5 VALIDITY PERIOD OF BID

Bid shall remain valid for **120 (one hundred twenty) days** after the date of bid opening. The bid valid for a shorter period shall be rejected by NERIWALM as **non-responsive bid**. In exceptional circumstances, 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.

### 2.6 EVALUATION OF TENDERS

2.6.1 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 bids to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

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

- 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 accordingly by the Purchaser.
- In case of discrepancy between words and figures, the amount in words shall prevail.

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

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

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

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



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

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

## 2.7 NERIWALM'S RIGHT TO VARY QUANTITIES

2.7.1 The Director, NERIWALM reserves the right at the time of award of the contract to increase/decrease 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 in the interest of the work, will be billed as per current CPWD S.O.R.

2.7.2 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.

## 2.8 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.

## 2.9 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.

## 2.10 INSTRUCTIONS REGARDING ONLINE BID SUBMISSION

### 2.10.1 Bidding Methodology:

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

### 2.10.2 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>].

### 2.10.3 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 in PDF :

- Submission of the Tender Papers (Section 01 to Section-04) duly signed by the bidder
- Submission of particulars of **EMD/Tender Fee**.



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- iii. Profile of the Company/Firm, etc.
- iv. Submission of copies of Registration/Empanelment certificate under Govt. Department/PSU.
- v. Submission of copies of Registration of Council of Architect in the name of the Firm/Proprietor.
- vi. Submission of Certificate of MSME/NSIC Registration dealing in Architectural and Engineering activities.
- vii. Submission of registration certificate with **GST, PAN**,
- viii. Submission of Experience certificate of last 5 years or more (Submit copies of Work Completion Certificate regarding experience/ operations in similar types of works). (Work Order, L.O.I. etc. will not be considered for counting experience)
- ix. Submission of Trade License upto date, if any.
- x. Submission of **Local Office / Geographical presence** of Firm in Assam State.
- xi. Submission of **Solvency Certificate** from its Banker.
- xii. Submission of Last **Audited Balance Sheet** or **Financial Statement**.
- xiii. Submission of Last **IT Return Statement**.
- xiv. Submission of **Turnover Certificate**.
- xv. The **BID SUBMISSION FORM (Annexure-I) & UNDERTAKING (Annexure-II)** shall be duly filled and submitted with the Technical Bid (Part-I)
- xvi. List of consultants associated on regular Basis as per **Annexure-III**.
- xvii. Letter of Undertaking of Understanding of the Project Sites as per **Annexure-IV**
- xviii. Submission of Any other clarification/Amendment.

(B) **Financial Bid Part** : Financial Part will have the following activities

(i) Submission of **Financial Bid** (Annexure – V) in the excel sheet/pdf which is attached separately, to be quoted and signed digitally by the bidder

2.10.4 **Offline Submission:** (Offline Submission will have the following activities:):

(A) : **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)**”.

- 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**).

**Note :** The Bidders must read all the terms and conditions of bidding document carefully and only submit the bid if eligible and in possession of all the documents required. No information relating to financial terms of services should be included in the Technical Bid.

(B) The **FINANCIAL BID (Part-II)** is for quoting rates by the interested bidders to be submitted in Financial Bid (Part-II)

The Financial Bid shall be submitted online only on GeM Portal as per **Annexure-V** along with Bid before last date & time of submission of Tender Document.



**Note :** The Bidder must ensure that the quoted rate shall be inclusive of all indirect costs such as (and not limited to) Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance, and other necessary and relevant taxes.

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

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

Name of the party: .....

Address .....

Contact No :.....



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19/6/2023

### SECTION – 3

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

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

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

Prices in the Purchase Order/Work Order shall remain valid for the period of 120 (One hundred twenty) days year from the date of signing of formal agreement.

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

3.2.1 Within 10 days of the Supplier's/Contractor's receipt of Letter of Intent (LOI)/P.O/WO/GeM Contract, the Supplier/Contractor/Bidder shall furnish a Performance Security @ 3% or more 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. Performance Security amount may vary depending upon the quoted amount. The DD/FD/BG shall be in favour of the Director, NERIWALM, Tezpur, Assam.

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/Contractor's failure to complete its obligations under the contract.

3.2.3 As regards the validity of PBG, the validity of the Bank Guarantee shall be the completion period plus three months.

3.2.4 Additional documents in hard as well as soft copies have to be submitted to NERIWALM.

3.2.5 The Architect(s) shall be empanelled for 02 (two) years or till the completion of the awarded Work/Project(s).

3.2.6 The decision of the committee constituted for the purpose of scrutiny, recommendation, etc shall be final and binding. The Director, NERIWALM reserves the right either to accept or reject any or all the tenders without assigning any reason thereof and it is not binding on the Director to accept the lowest rates.

##### **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 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

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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.

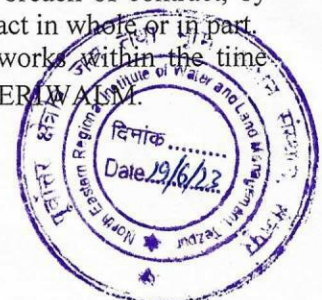
### 3.9 FORCE MAJEURE

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 Signatory (In Block Letters) :.....

Name of the party: .....

Address .....

Contact No :.....



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## 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 - Pin-784027.**

### **4.2 PAYMENT TERMS**

Payment will be made as follows.

Sl. No.	Item of Work	Payment to service provider (in Rs.)
01	On approval of Line Diagram, Layout Plan, Preliminary drawing and designing (Civil, Electrical, Water Supply, Fire Safety, etc as required). For approval (1 set of each) including sub-soil investigation (if necessary)	10 % of the total fee
02	On approval of detailed structural and Architectural Drawing & Design including preparation of estimates, BOQ (Civil, Electrical, Water Supply, Fire Safety, etc as required). For approval (1 set)	30 % of the total fee
03	On submission of Tender documents (e-Tender or Manual), BOQ, Structural & Architectural working drawings, estimates (as necessary during execution)	20 % of the total fee
04	Preparation and submission of detailed structural and Architectural Drawing & Designing as required. (For working (2 sets)) To be paid after completion of the work/project	25 % of the total fee
05	Supervision charges and as and when required/called for at the cost and risk of Successful Bidder. To be paid after completion of the work/project	10 % of the total fee
06	Preparation and submission of the "built-up drawing and Completion Report & Certificate"	5% of the total fee

**NOTE : The value of the Total Fee (in Rs.) = (Approved Project Cost (in Rs.)) x (Fee Quoted (in %))**

### **4.3 PAYING AUTHORITY**

The Director, NERIWALM, Tezpur.

### **4.4 INSPECTION AUTHORITY**

Officer deputed by Director, NERIWALM.

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

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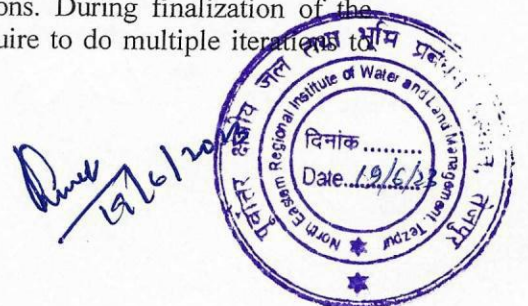


4.5.1 The bidder may inspect the conditions of the Site physically before submission of their bid.

#### 4.6 SCOPE OF WORK:

Broadly the scope of work comprises providing architectural and design engineering consultancy services for original/addition/alteration/repair and maintenance works of NERIWALM, Tezpur are as follows:

- a) The Scope of Work in brief shall be preparation and approval of master plan, layout plans, elevations, design and drawings, BOQ, cost estimation, Detailed Project Report, Technical specifications, tender documents, tender drawings, Good For Construction (GFC) drawings, As-built drawings for the proposed works including all civil & electrical works and associated services like water supply arrangements, sewerage works, Storm water drainage, Rain water harvesting, signage etc., wherever applicable for proper completion of the works under the contract as per satisfaction of Owner & Employer & in accordance with local Bye laws and obtaining approval of authority. The Architect/Consultant firm is also to prepare detailed specifications of all activities and items including make and model no. wherever applicable.
- b) This shall include detailed discussions with NERIWALM officials, Evaluation of submitted architectural plans and elevations and ascertaining Local Bye-laws, Ground/design controls applicable to the site of work. Architect/Consultant firm will also modify the conceptual designs incorporating required changes by the Employer/Owner. All the works should be planned and designed in accordance with the relevant National Building Code/local Bye laws including drawings and obtaining approval of Employer.
- c) The works/buildings shall be designed to withstand static/dynamic loading (wind/seismic) and the design shall be strictly in accordance with the latest Indian Standard Code of Practices/National Building Code. The structural analysis and design shall be done by using latest version of software packages preferably STAAD Pro / ETABS. The provisions in various BIS Codes shall override the packages output. The structural drawings shall be got vetted from any IIT/NIT/other govt. agency dealing in construction activities before issuance for execution of works at site.
- d) The Architect/Consultant firm shall supply all design calculations/computer input and output giving specific reference to BIS/NBC, along with soft copies. The structural drawing showing the reinforcement details / bar bending schedule shall be prepared as per latest edition of SP: 34 (S&T). All overriding conditions prescribed by IS: 13920 or any other BIS code shall be taken into account while preparing the structural drawings.
- e) Preparation of Detailed bill of quantities on latest CPWD norms with complete working details, schedules such as internal and external finishes, hardware sanitary fitting and tap ware, and electro mechanical services, building specifications including specification for all trades and services. Also the bill of quantities shall include various services all based on schedule of rates conforming to specifications and procedures approved and prescribed by NERIWALM officials to describe the whole project adequately. Supplying details of calculations of such Schedule of quantities to enable NERIWALM authority to check them before preparation of draft tender documents.
- f) During the DPR stage, the Architect/Consultant firm may require to prepare multiple options of Layout plans/works and prepare estimates for different options. During finalization of the layout plans and DPR, the Architect/Consultant firm may require to do multiple iterations.





achieve Techno-economically best solutions. The Architect/Consultant firm shall be responsible for doing the iterations to the satisfaction of client and obtain the approval thereof.

- g) During the execution stage, Architect/Consultant firm will prepare and issue of working drawings with all details for proper execution of the work & also revise drawing details and specifications as required by construction process.

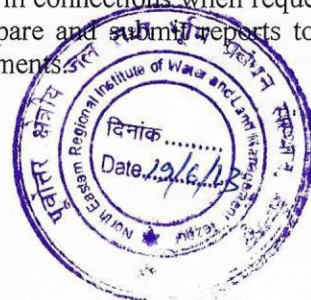
Role of Architect/Consultant firm during execution shall be as under:

- i. Interpretation and co-relation of the drawings with the BoQ, tender documents and construction sequence.
- ii. Assistance in construction supervision, if required, by conducting site visits / intermittently posting suitable manpower at site for drawing interpretation and ensure execution of works as per designs at project site.
- iii. In the event of differences relating to the interpretations of drawings /designs/specifications/ any other part of the Consultancy between the Architect/Consultant firm and the contractors, the interpretation and the decision of the Director, NERIWALM shall be final and binding.
- iv. Assisting in arbitration and litigation cases that may arise out of the contracts entered into in respect of any of the works.
- v. NERIWALM shall have the right to make changes, additions, modifications or deletion in the design and drawings or any part of work and instructions given in writing for any such additions / alterations, deletions during the progress of the work as per the requirement of client /owner or any other reasons for statutory bodies and completion & handing over the project to owner, and the same shall be complied by the Architect/Consultant firm, without any additional financial implications to NERIWALM.
- vi. Any other work required to be conducted for project to be made functional and complete in all respects for its handing over to the Owner/Client.

#### 4.6.1 IN ADDITION THE ARCHITECT WILL PERFORM THE FOLLOWING DUTIES:

- a. Wherever the work involves any structural design/additions/alterations, the Architect shall check, vet & recommend and furnish one complete set of structural design and its calculations for NERIWALM approval to be submitted by Executing agency.
- b. Assist NERIWALM during inspection of work by the officials of the various departments, record their observations and help rectification as per the observations of officials, if any.
- c. Assist NERIWALM in all arbitration proceedings between the contractor/s and NERIWAM. The Architect shall also provide necessary information to NERIWAM in such proceedings and prepares report/replies to the claims of the contractor.
- d. Advise NERIWAM well in advance regarding steps to be taken to discharge its responsibilities in execution of contract agreements and for smooth and speedy progress of work.
- e. The Architect shall attend periodical review meetings for smooth completion of work and attend meetings as called by NERIWAM
- f. In case of any dispute, the decision of NERIWAM shall be final and binding on all.
- g. Site meeting, coordination meetings and any other meetings as and when required.
- h. Assist the Client in replying queries from audit/internal control departments and other technical committees of statutory authorities like CTE/CVC. Attend meetings in connections when requested to do so by the Client and audit/internal control departments. Prepare and submit reports to the Client in connection with queries from audit / internal control departments.

*Handwritten signature and date: 19/6/2013*



i. Carry out such other duties as may be required by the Client/owner in the post-contract stage on this project.

#### 4.7 DEPLOYMENT OF STAFF

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

#### 4.8 TOOLS & PLANTS

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

#### 4.9 PERSONAL ACCIDENT INSURANCE:

The entire contractor's employee/labours will have to be in 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.

#### 4.10 GENERAL CONTRACT AGREEMENT / PERFORMANCE SECURITY

4.10.1 The successful bidder shall attend the office of NERIWALM at Dolabari, P.O. Tezpur (Assam) along with the following documents authorization certificate, performance security and non-judicial stamp paper of appropriate value for signing the General Contract Agreement within 10 (Ten) days of GeM Contract date. Regarding performance security may refer section – 3 of the Tender Document.

- i) Registration of Council of Architect.
- ii) Certificate of MSME/NSIC
- iii) Registration of GST, pan
- iv) Trade License, if any
- v) Registration certificate of Firm (in case of Firm)
- vi) Authorization Certificate to sign the contract.

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

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

Name of the party: .....

Address .....

Contact No :.....



**BID SUBMISSION FORM**

**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:

A	Tender Notice No & Date	
B	Name of the Work:	HIRING OF ARCHITECT/ARCHITECTURAL FIRM FOR CONSULTANCY SERVICES FOR VARIOUS WORKS (CIVIL, ELECTRICAL & WATER SUPPLY, LANDSCAPING, CAMPUS DEVELOPMENT, ETC) IN NERIWALM CAMPUS AT DOLABARI, TEZPUR, ASSAM.
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 :	

*Amice*  
19/6/23



	Contact No:	
8	PAN No :	
9	GST Reg No:	
10 (A)	Labour Licence No. <b>(Not mandatory):</b>	
	Name of Issuing authority :	
	Validity up to :	
	Nos of Labours :	
10 (B)	EPF Registration No.	
	Name of the party as reflected in the document:	
	Name of Issuing authority :	
	Validity up to :	
10 (C)	ESIC Registration No.	
	Name of the party as reflected in the document:	
	Name of Issuing authority :	
	Validity up to :	
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	

*Handwritten signature and date*  
19/6/23



	Name of the Branch			
	IFS 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 2023			
	Period (As below)	Financial Turn Over (As below)		
15	Experience in Architecture and Consultancy Services			
	<b>Duration of Experience</b>	<b>Description of the experience</b>	<b>Deptt/Company/PSU/Organ-ization</b>	<b>Work value(Rs)</b>
16	Particulars of Registration of Contractor/ Firm/Company/ Council of Architect or any other Statutory Body			
	Class /Category of Registration	Issuing Authority	Scope of the works entitled	Valid upto :

*[Handwritten Signature]*  
19/6/23



17	Particulars of MSME/NSIC Registration			
	Class /Category of Registration	Issuing Authority	Nature of works authorized for execution	Valid upto:

**DECLARATION**

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

Contact No :.....

*Handwritten signature*  
19/6/23



**UNDERTAKING**

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

To,

The Director,  
NERIWALM,  
Dolabari, Tezpur -784027  
Assam.

**Name of the work:** HIRING OF ARCHITECT/ARCHITECTURAL FIRM FOR CONSULTANCY SERVICES FOR VARIOUS WORKS (CIVIL, ELECTRICAL & WATER SUPPLY, LANDSCAPING, CAMPUS DEVELOPMENT, ETC) IN NERIWALM CAMPUS AT DOLABARI, TEZPUR, ASSAM.

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/your knowledge.

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

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

Name of the party: .....

Address .....

Seal:

*Anure*  
79/6/23



List of Consultant/Staff associated on Regular Basis

Sl. No	Name of Consultancy	Name & Address of Consultant	Name, Qualification & Experience of Staff	Important Projects Handled
1	Structural Consultant			
2	Services Consultant			
3	Land Scape Consultants			
4	Estimate Consultants			
5	Any Other Consultants			

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

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

Name of the party: .....

Address .....

Seal:

*Handwritten signature and date:*  
Date 19/6/2023





**Format for Understanding the Project Site  
(To be submitted on Bidder's Letter Head)**

A. I/We hereby solemnly declare that I/We have seen the project site and understand the nature of work to be performed and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following:-

- a). Topography of the Area.
- b). Soil & rock conditions at the site of work.
- c). Sources & availability of approaches
- d). Availability of water & electricity.
- e). The existing roads and access to the site of work.
- f). Availability of space for putting labour camps, Offices, stores, Explosive magazine, godown, Engineering yard etc.
- g). Climatic condition and availability of working days
- h). Law & Order, Security & Working conditions.
- i). Methodology to be adopted for successful completion of work.
- j). Working hours and shifts for completing the work as per tender conditions.

B. I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising NIT, General Information, Form of Bid, Instructions to the Tenderers & Appendices, General Conditions of the Contract, Special Conditions of Contract, and Specifications, Annexure and Statement of advertised Quantities apart from information conveyed to me/ us through various other provisions in this tender document.

C. I/We have quoted my/ our rates for each of the items in "Schedule of Items, Statement of I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered. Advertised Quantities taking into account all the factors given above and elsewhere in tender document.

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

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

Name of the party: .....

Address .....

Seal:

*Handwritten signature and date: 19/6/2023*



**FORMAT OF FINANCIAL BID (Part-II)**

(Rates shall be quoted in Financial Bid attached separately)

**Name of the Work:** HIRING OF ARCHITECT/ARCHITECTURAL FIRM FOR CONSULTANCY SERVICES FOR VARIOUS WORKS (CIVIL, ELECTRICAL & WATER SUPPLY, LANDSCAPING, CAMPUS DEVELOPMENT, ETC) IN NERIWALM CAMPUS AT DOLABARI, TEZPUR, ASSAM.

As per GeM Portal format provided with the online Bid

**NOTE :**

- (a) Total fees (in %) and service charge (in %) quoted by Bidders in financial bid of GeM Portal will have to be identical.
- (b) The quote of the bidder shall be inclusive of all taxes and liabilities.
- (c) Refer to Section - 4, Clause – 4.2

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

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

Name of the party: .....

Address .....

Seal:

(END OF TECHNICAL BID)

*Amey*  
19/6/2023

