



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/127/2022-23/

4086

Date 21.11.2022

**NOTICE INVITING e-TENDER**

**ONLINE BIDS** (Technical and Financial) are invited by the Director, NERIWALM, Dolabari, Tezpur-784027(Assam) from appropriate registered Contractors/Firms/Company/Individuals having extensive experience and valid documents for similar nature of work as given below. The tender documents along with tendering procedure, terms and conditions, etc. may be viewed and downloaded from the institute's website [www.neriwalm.gov.in](http://www.neriwalm.gov.in). Interested bidders may participate the **ONLINE** bidding process in **CPP PORTAL**.

The tenders (Technical Part) will be opened in the Administrative Building of NERIWALM in presence of the tenderer or their authorized representatives, if any. The (Financial Part) shall be opened on the same day "OR" afterwards to be notified subsequently through CPP PORTAL at the same place. In the event of the date of opening being declared holiday, the tender will be opened on next working day at the same place and time. Chronological details are as given below:

Sl. No.	Name of the Work	Estimated amount (inclusive GST, all other charges etc.)	Earnest Money	Tender Fee (Non-refundable)	Completion Period	Last date of submission of Tender (Technical & Financial)	Date of opening the tender
01	REPAIRING OF DAMAGED BOUNDARY WALL ALONG THE NORTHERN SIDE OF THE CAMPUS TO CHECK THE THEFT OF GOVT. PROPERTIES	Rs. 68,300.00 (Rupees Sixty Eight Thousand Three Hundred) Only	Rs 1,366.00 EMD is payable in the form of Demand Draft/ Banker's Cheque/ Pay Order in favour of "The Director, NERIWALM, Tezpur, Assam"	Rs 500.00 Tender Fee is payable in the form of Demand Draft/ Banker's Cheque/ Pay Order in favour of "NERIWALM REVENUE ACCOUNT" Tezpur, Assam.	20 (Twenty) days from the date signing the agreement	14.12.2022 (5.00 PM)	15.12.2022 (10.30 AM)

Director, NERIWALM reserves the right to accept or reject any or all the tenders without assigning any reason thereof. The Tender Documents may please be read thoroughly before filling up.

*B. B. B. B.*  
21/11/2022  
Deputy Director (Admin)  
NERIWALM

Copy to:

1. PS to the Director for kind information of the Director.
2. Chief Vigilance Officer (CVO), NERIWALM for information.
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. NERIWALM WEBSITE : [www.neriwalm.gov.in](http://www.neriwalm.gov.in) and Online CPP Portal for publishing and tendering process.
7. Notice Board NERIWALM for wide circulation.

Tender Notice No: NRWM/CONSTN/127/2022-23.....<sup>4086</sup> Date: <sup>21/11/22</sup>.....

e-TENDER FOR “ REPAIRING OF DAMAGED BOUNDARY WALL ALONG THE NORTHERN SIDE OF THE CAMPUS TO CHECK THE THEFT OF GOVT. PROPERTIES ”

**Situation of the work :** NERIWALM Campus, Dolabari, PO: Kaliabhomora, Tezpur - 784027, Assam

**Name of the work:** REPAIRING OF DAMAGED BOUNDARY WALL ALONG THE NORTHERN SIDE OF THE CAMPUS TO CHECK THE THEFT OF GOVT. PROPERTIES

*Invited by*



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(An Institute under the Department of Water Resources, River Development and Ganga  
Rejuvenation,

Ministry of Jal Shakti, Govt. of India)

Dolabari, P.O Kaliabhomora  
Tezpur-784027, Assam (India)

Website: [www.neriwalm.gov.in](http://www.neriwalm.gov.in)

Phones: 03712-291069



**SECTION-1:**

**1. ABOUT NOTICE INVITING TENDER**

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

Sl No.	Name of the work	Remarks
01	REPAIRING OF DAMAGED BOUNDARY WALL ALONG THE NORTHERN SIDE OF THE CAMPUS TO CHECK THE THEFT OF GOVT. PROPERTIES	Rates for all the items shall be quoted by the bidders.

**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. It shall be submitted **OFF-LINE** by Demand Draft/BC/Pay Order in favour of “ **NERIWALM REVENUE A/C**”, NERIWALM, Dolabari, Tezpur – 784 027 (Assam). Particulars of the Tender Fee shall be submitted on line with Technical Bid.

**Earnest Money Deposit (EMD) :** Amount is indicated in Tender Notice. It should be in the form of Demand Draft/Banker’s Cheque/Pay Order in favour of **The Director, NERIWALM, Tezpur, Assam** payable at Tezpur from a Scheduled Bank shall be submitted **OFF-LINE**. 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.**

Bidders are advised to visit NERIWALM’s Website: [www.neriwalm.gov.in](http://www.neriwalm.gov.in) regularly for updates/amendments, if any.

**Mode of bidding :** The mode of bidding is **ONLINE**. Interested bidders may participate in the bidding process in **CPP PORTAL** for Technical & Financial Bids in Two bid system. Only the following mentioned shall be accepted in physical mode 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 /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).



### **Eligibility Criteria:**

1. Govt registered Contractor/Party/Firm/Individual having experienced on similar nature of works may participate in the bidding process.
2. Average Annual Financial Turnover during the last 3 years, ending 31st March 2021, should be at least Rs. 5.0 Lakhs.
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 have the following valid Licence/Certificate and shall continue to be valid until the completion of the work, without which the tender summarily will be rejected.
  - a. Registration Certificate of Contractor/Firm with Govt. Deptt.
  - b. Registration Certificate for GST & PAN.
  - c. Labour Licence from concerned Labour Department.
  - d. Registration Certificate from EPF & ESIC.
  - e. Solvency Certificate from its Banker.
  - f. 01 (One) years **Audited Balance Sheet & IT Return Statement** of Last Financial Year.
  - g. Trade License upto date, if any

(Submit attested copies of Registration Certificate of Contractor/Firm/Individual, PAN Card, GST, Labour License, EPF, ESIC, Experience Certificate, Solvency Certificate, Audited Balance Sheet, IT Return Statement, Trade License, if any etc with the Technical Bid Part as stated in **Section-2**)

**Note:** Registration of the work with Labour Department & BOCW (Board of Construction Workers) shall be obtained by the Contractor after receipt of the work order, and the same shall be submitted to NERIWALM before commencement of the work. The registration must continue to be valid till the work is completed.

## **SECTION-2**

### **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 the authorized Officer of NERIWALM 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 AMENDMENT TO BID DOCUMENTS**



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 [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.

### 2.3 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 :-

- 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 accordingly by the Purchaser.
- b) 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 :



- i. Submission of the Tender papers (Section 01 to Section-05) duly signed by the bidder
- ii. Submission of particulars of **EMD/Tender Fee**.
- iii. Submission of copies of Registration Certificate of the Contractor/Firm/Individual with Govt Dept/Organization/PSU.
- iv. Submission of registration certificate with **GST, PAN,**
- v. Submission of **Labour License**.
- vi. Registration with **EPF & ESIC**.
- vii. Submission of Experience certificate.
- viii. Submission of **BID SUBMISSION FORM(Section-06)** duly filled and signed by the bidder.
- ix. Submission of **UNDERTAKING(Section-07)** duly filled and signed by the bidder.
- x. Submission of Certificate of MSME/NSIC, if any.
- xi. Submission of Trade License upto date, if any.
- xii. Submission of **Solvency Certificate** from its Banker.
- xiii. Submission of Last Financial Year **Audited Balance Sheet or Financial Statement**.
- xiv. Submission of Last Financial Year **IT Return Statement**.
- xv. Submission of **Turnover Certificate**.
- xvi. Submission of Any other clarification/Amendment.
- xvii. **PRICE BID SCHEDULE(Technical) (Section-08)** signed by the bidder and to be submitted in **PDF** form with the Technical Bid Part

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

(i) Submission of **PRICE BID SCHEDULE(Financial Bid)** in the excel sheet 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:** Registration of the work with Labour Department & BOCW (Board of Construction Workers) shall be obtained by the Contractor after receipt of the work order, and the same shall be submitted to NERIWALM before commencement of the work. The registration must continue to be valid till the work is completed.



### 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 15 days of the Supplier's/Contractor's receipt of Letter of Intent (LOI)/P.O/WO, the Supplier/Contractor 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 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 shall be retained without any growth/interest on the value till the maintenance/ warranty period is over.

3.2.3 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.

3.2.4 The Performance Bond will be discharged by the NERIWALM after satisfactory completion of the supplier's/contractor's obligations including any warranty obligations under the contract/defects liability period/maintenance period which is 01(one) year after the actual completion of the work in all respect and submission of LCC(Labour Clearance Certificate)from the Labour Department by the contractor to NERIWALM .

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

##### **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 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



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.



## 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**

(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 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)**

#### **4.6 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.

#### **4.7 DEPLOYMENT OF STAFF**

4.10.1 The contractor shall engage 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.



## SECTION – 5

**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.
2. The contractor will have to sign the formal agreement on Non-Judicial Stamp paper of appropriate value for the work . The cost of the Non-Judicial Stamp paper will be the liability of the contractor. The entire Tender Document also shall be a part of the **Agreement**.
3. (A) Submission of one set of signed copies up-to-date Contractor's Registration Certificate, Labour License, Registration with EPF,ESIC, PAN Card, GST and Registration/Certificate with MSME/NSIC (if any) are to be produced at the time of signing the agreement, and will be a part of the Agreement .

(B) The work shall be registered with Labour Department and BOCW(Board of Construction Workers) before commencement of the work at his own risk and responsibility of the contractor. The registration certificate Labour Department and BOCW shall be submitted to NERIWALM before commencement of the work.

4. The selected bidder should have to deposit **Performance Security** for an amount mentioned in the Letter of Intent/Work Order in the form of A/C Payee DD/FDR/BG in favour of the Director, NERIWALM, Tezpur payable at Tezpur, Assam. 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/defect liability period including any warranty obligations and submission of **LCC**(Labour Clearance Certificate) from the Labour Department by the contractor concerned.

As regards validity of PBG, the validity of the Bank Guarantee shall be the completion period plus three months. No interest will be applicable from the side of NERIWALM for the Performance Security money.

5. No request for change of rates will be entertained after opening the tender. The offered rates are inclusive of GST, all charges, etc. Bidder shall quote their rate inclusive GST,all other 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. The <sup>দুপ্ৰমাণ</sup> covered by the Insect House shall be measured in Square Meter for payment.



9. The materials to be used by the contractor for the work should be got approved from the authority before using the same.

10. **Defects Liability/Maintenance period including warranty obligations:**

(a) The Defect Liability/Maintenance period is 01(one) year from the date of final handing over the work in all respect to NERIWALM. The Defect Liability period/maintenance 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.

11. Any item of work executed as extra item which is beyond the schedule order, the rate will be fixed as per latest CPWD S.O.R. with prior approval of Director.

12. 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.



**SECTION – 6**

**(BID SUBMISSION FORM)  
(To be filled up by the bidder)**

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) for the Work(mentioned below), We hereby submit our **PARTICULARS/OFFER** for consideration:

A	Tender Notice No & Date	NRWM/CONSTN/127/2022-23/ Date:.....
B	Name of the Work:	<b>REPAIRING OF DAMAGED BOUNDARY WALL ALONG THE NORTHERN SIDE OF THE CAMPUS TO CHECK THE THEFT OF GOVT. PROPERTIES</b>
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 of the party as per record in document	
10(A)	Labour Licence No:	
	Name of the party as reflected in the document	
	Name of Issuing authority :	
	Validity up to :	
	Nos of Labours :	



10(B)	Labour Licence No:	
	Name of the party as reflected in the document:	
	Name of Issuing authority :	
	Validity up to :	
	Nos of Labours authorized to engage:	
10(C)	EPF Registration No	
	Name of the party as reflected in the document:	
	Name of Issuing authority :	
	Validity up to :	
10(D)	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 payment 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 2022	



	Period (As below)	Financial Turn Over (As below)		
15	Experience in similar nature of works during last 3(Three) years			
	Duration of Experience	Description of the experience	Deptt/Company/PSU/Organ-ization	Work value(Rs)
16	Particulars of Registration of Contractor/ Firm/Company			
	Name :			
	Class /Category of Registration	Issuing Authority	Nature & type f works/business authorized for execution	Valid upto :
17	Particulars of MSME/NSIC Registration (If Any)			
	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 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 .....





**SECTION- 07**

**UNDERTAKING**

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

To,

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

**Name of the work:** REPAIRING OF DAMAGED BOUNDARY WALL ALONG THE  
NORTHERN SIDE OF THE CAMPUS TO CHECK THE THEFT OF GOVT. PROPERTIES

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 :



**SECTION-08**

**PRICE BID SCHEDULE (Technical)**

**NAME OF THE WORK :** REPAIRING OF DAMAGED BOUNDARY WALL ALONG THE NORTHERN SIDE OF THE CAMPUS TO CHECK THE THEFT OF GOVT. PROPERTIES

Total numbers of items : 07 (Seven)						
Sl. No.	Item Description	Quantity	Units	RATE (including GST, all other charges, etc) in Rs.	TOTAL AMOUNT (including GST, all other charges, etc) in Rs.	TOTAL AMOUNT in words
1	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead up to 50 m and lift up to 1.5 m. All kinds of soil	60.00	sqm			
2	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Mild steel and Medium Tensile steel bars	148.02	kg			
3	Centering and shuttering including strutting, propping etc. and removal of form for Lintels, beams, plinth beams, girders, bressumers and cantilevers	6.00	sqm			
4	Centering and shuttering including strutting, propping etc. and removal of form for Columns, Pillars, Piers, Abutments, Posts and Struts	7.20	sqm			



5	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement : 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	1.19	cum			
6	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:6 (1 cement : 6 coarse sand)	2.37	cum			
7	15 mm cement plaster on the rough side of single or half brick wall of mix : 1:4 (1 cement: 4 fine sand)	36.40	sqm			
<b>TOTAL in Figures</b>						
<b>Quoted RATE in Words</b>						

Signature : .....

Name of the signatory (In block letter) :.....

Name of the bidder:.....

Address:.....

Mobile No: .....Date.....

**NOTE:**

- I. Rates with Amount shall be quoted in PRICE BID SCHEDULE (**FINANCIAL BID**) attached separately in Excel.Sheet.
- II. All the communications shall be made addressed to the Director,NERIWALM, Dolabari, PO: Kaliabhomora,Tezpur, Assam(Pin-784027).
- III. Bidders are advised to visit NERIWALM's Website: [www.neriwalm.gov.in](http://www.neriwalm.gov.in) regularly for updates/amendments/corrigendum, if any.

(END of Section-01 to Section-08)

