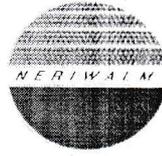


Phones: 03712 - 268107/268077  
Fax: +91 (03712) 268007  
Website: neriwalm.gov.in



Dolabari  
P.O. Kaliabhomora  
Tezpur – 784 027,  
Assam (India)



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

An Institute under the Ministry of Jal Shakti, Govt. of India  
(Registered under the Societies Registration Act, 1860)

NO:NRWM/CONSTN/MAINTN/INFRA/283/2019-20/

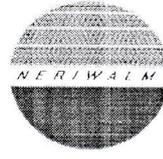
Dated 28.06.2019

### **NOTICE INVITING TENDER**

Sealed tenders are invited by the Director, NERIWALM, Tezpur from appropriate registered contractors / firms having experience in similar nature of work as given in the website of NERIWALM. The last date for submission of filled in tender by **“REGISTERED POST”** or by dropping in the **TENDER BOX** kept in the lounge of Administrative Building (superscribing the name of the work on the top of the envelope) is **19.07.2019 upto 5.00 PM** and will be opened at **1100 hrs of 22.07.2019** in the conference room of the institute in presence of the tenderer or their authorized representatives, if any. In the event of **22.07.2019** being declared a holiday, the tender will be opened on the next working day at the same time and place.

Interested bidders may collect the detailed tender documents along with terms and conditions from the office during all working days from 01.07.2019 to 15.07.2019 after depositing **Rs 100.00 (Rupees one hundred)** only in cash to the Accounts Section of the institute against each group, which is non-refundable. The tenders alongwith terms and condition may be viewed and downloaded from the institute's website. [www.neriwalm.gov.in](http://www.neriwalm.gov.in).

Deputy Director (Admin)



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

An Institute under the Ministry of Jal Shakti, Govt. of India  
(Registered under the Societies Registration Act, 1860)

NO:NRWM/CONSTN/MAINTN/INFRA/283/2019-20/ 9/3

Dated 28.06.2019

### NOTICE INVITING TENDER

1. Sealed tenders are invited by the Director, NERIWALM, Tezpur from appropriate registered dealer/firms of repute for the works mentioned below at Dolabari, Tezpur.
2. The last date for submission of filled in tender by “REGISTERED POST” or by dropping in the TENDER BOX kept in the lounge of Administrative Building (superscribing the name of the work on the top of the envelope) is **19.07.2019 upto 5.00 PM** and will be opened at **1100 hrs of 22.07.2019** in the Conference Room of the institute in presence of the tenderer or their authorized representatives, if any.
3. In the event of **22.07.2019** being declared a holiday, the tender will be opened on the next working day at the same time and place.
4. Interested bidders may collect the detailed tender documents along with terms and conditions from the office during all working days from **01.07.2019 to 15.07.2019** upto **1700 hrs** after depositing **Rs 100.00 (Rupees one hundred)** only in cash to the Accounts Section of the institute against each group, which is non-refundable.
5. The tenders alongwith terms and condition may be viewed and downloaded from the institute's website: [www.neriwalm.gov.in](http://www.neriwalm.gov.in) and can be viewed in CPPP Portal.

Sl. No	Name of work	Estimated amount	Time of completion	Earnest Money
1.	Repairing and painting RCC Type-II (Block-I) residential quarter.	₹ 6,85,900.00	30 (thirty) days from the date of signing the formal agreement.	2% of the quoted amount.
2.	Repairing and painting RCC Type-III (Block-I) residential quarter.	₹ 5,17,000.00	30 (thirty) days from the date of signing the formal agreement.	2% of the quoted amount.
3.	Repairing and painting RCC Type-IV (Special) residential quarter.	₹ 4,60,250.00	30 (thirty) days from the date of signing the formal agreement.	2% of the quoted amount.
4.	Providing interlocking concrete block and surface drain in the Laboratory Building.	₹ 1,43,000.00	30 (thirty) days from the date of signing the formal agreement.	2% of the quoted amount.
5.	Repairing and painting of the existing garages.	₹ 2,90,000.00	30 (thirty) days from the date of signing the formal agreement.	2% of the quoted amount.
6.	Providing Cement Concrete base in the transformer yard.	₹ 1,13,100.00	30 (thirty) days from the date of signing the formal agreement.	2% of the quoted amount.
7.	Supplying, fitting and fixing carpet in the Administrative Building.	₹ 3,32,609.00	30 (thirty) days from the date of signing the formal agreement.	2% of the quoted amount.
8.	Providing tiles floor including painting in selected places of Laboratory Building (Ladies urinal, digestion fume hood room, Security Office.	₹ 98,000.00	30 (thirty) days from the date of signing the formal agreement.	2% of the quoted amount.

Deputy Director (Admin)

#### Copy to:

1. PA attached in the Director's Office for kind information of Director.
2. Professor (WRE) & CVO, NERIWALM for kind information.
3. Assistant Director(Civil), NERIWALM, Tezpur for information and necessary action.
4. Accounts Officer, NERIWALM, Tezpur for information & necessary action.
5. Assistant Engineer (C), NERIWALM, Tezpur for information and necessary action.
6. Notice Board, NERIWALM, Tezpur for wide circulation.
7. NERIWALM website : [www.neriwalm.gov.in](http://www.neriwalm.gov.in) & CPPP Portal for publishing.

## TENDER FOR

Sl. No	Name of work	Estimated amount	Time of completion	Earnest Money
1.	Repairing and painting RCC Type-II (Block-I) residential quarter.	₹ 6,85,900.00	30 (thirty) days from the date of signing the formal agreement.	2% of the quoted amount.
2.	Repairing and painting RCC Type-III (Block-I) residential quarter.	₹ 5,17,000.00	30 (thirty) days from the date of signing the formal agreement.	2% of the quoted amount.
3.	Repairing and painting RCC Type-IV (Special) residential quarter.	₹ 4,60,250.00	30 (thirty) days from the date of signing the formal agreement.	2% of the quoted amount.
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5.	Repairing and painting of the existing garages.	₹ 2,90,000.00	30 (thirty) days from the date of signing the formal agreement.	2% of the quoted amount.
6.	Providing Cement Concrete base in the transformer yard.	₹ 1,13,100.00	30 (thirty) days from the date of signing the formal agreement.	2% of the quoted amount.
7.	Supplying, fitting and fixing carpet in the Administrative Building.	₹ 3,32,609.00	30 (thirty) days from the date of signing the formal agreement.	2% of the quoted amount.
8.	Providing tiles floor including painting in slected places of Laboratory Building (Ladies urinal, digestion Fume hood room) and Security Office.	₹ 98,000.00	30 (thirty) days from the date of signing the formal agreement.	2% of the quoted amount.

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

## **NOTICE INVITING TENDER**

**Tender No.: NRWM/CONSTN/MAINTN/INFRA/283/2019-20/**

Sealed tenders are invited from eligible bidders for the various works in NERIWALM Campus.

Submission of Bids is mandatory for this Tender. Detailed instructions are given in this Tender Document.

### **Important Dates**

- Date of Posting of NIT on CPPP Portal & NERIWALM website : [www.neriwalm.gov.in](http://www.neriwalm.gov.in)....
- Start Date & Time of Procurement of tender documents : **01.07.2019**
- Last date & time of procurement/downloading of tender documents : **15.07.2019**
- Last date & time for submission of Bids : **19.07.2019 upto 5.00PM**
- Opening of Bids : **22.07.2019 11.00 AM**

**Tender Fee (non refundable) amounting to Rs. 500.00 (Rupees Five hundred)** shall be submitted along with tender by Demand Draft in favour of “NERIWALM REVENUE A/C” payable at Tezpur.

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

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

### **1.1 : Eligibility Criteria**

1. One similar orders each costing not less than Rs 4.0 Lakhs for works at Sl. No. 1,2&3. (Similar works means civil and electrical work of construction or renovation of office / multi storied buildings/malls/residence and reputed government or private institutions. (Please submit copy of PO/ Work order and Completion Certificate from the Client).
2. The Bidder should not have been barred / black listed by any PSU/Govt. Deptt. in doing business with them (Please submit undertaking).
3. The Bidder should be registered for GST and PAN no (Submit copy of Registration Certificate, PAN Card, GST Registration, Labour License, Experience Certificate, etc).

4. Self attested upto date Contractor's Registration Certificate, Labour Licence, PAN Card, GST Registration, Experience Certificate (copy to be furnished) should be submitted alongwith tender documents.

5. Make and quality of the materials to be used for the work should be clearly mentioned where ever possible. Samples should be got approved before using the same at work. If the party wishes they can inspect the site from 01.07.2019 to 15.07.2019.

6. The rates should be legibly written both in figure and in words. Any correction should be properly authenticated with proper initials. The quoted rates should be inclusive of all charges, including GST.

7. No request for change of rates will be entertained after opening of the tender.

8. The selected bidder should have to deposit Performance Security for an amount of 10(ten) percent of the Contract Value in the form of A/C Payee DD/FDR/BG.

9. The work should be completed within the stipulated time. Extension may be considered only if a valid and tenable reason is given and accepted by the Competent Authority.

10. 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.

12. Payment will be made as per actual measurement of the work executed.

13. Any other clause not covered under GCC, SCC and above, the Contractor will be liable to abide by the direction/instruction of the Director, NERIWALM in the interest of the work.

14. The Director, NERIWALM reserves the right to accept/reject any or all tenders without assigning reasons thereof and there is no binding on the Director to accept the lowest rate.

**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.**

## **INSTRUCTIONS TO BIDDERS**

### **2.1: INTRODUCTION (DEFINITIONS)**

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

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

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

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

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

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

### **2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER**

The Bidder shall bear all costs associated with the preparation and submission of the bid.

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

### **2.3: EXTENSION OF TIME**

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Employer 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 taxes and duties, GST, etc.

### **2.5: BIDDERS ELIGIBILITY AND QUALIFICATIONS**

Bidder shall furnish as a part of bid documents establishing the bidder’s eligibility to execute the contract work. The bidder shall also submit documentary evidence in the form of literature, drawing, data on the good and service office.

## **2.6: BID SECURITY**

2.6.1 The Bidder shall submit EMD as mentioned in the NIT. The EMD shall be in one of the following forms:-

(a) Demand Draft/Banker's Cheque/Pay Order from a Scheduled Bank in favour of **The DIRECTOR, NERIWALM**, payable at Tezpur, Assam.

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

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

2.6.4 The successful bidder's EMD will be discharged upon the bidder's submission of the Performance Guarantee.

2.6.5 The EMD 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 execute the contract work the material in terms of the project.

2.6.6 No interest is payable on EMD.

2.6.7 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.

## **2.7: VALIDITY PERIOD OF BID**

Bid shall remain valid for 180 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the Employer as non-responsive.

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

## **2.8 CLARIFICATION OF BIDS**

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

2.8.2 The Employer 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.

## **2.9: EVALUATION OF TENDERS**

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

2.9.2 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 Employer

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

2.9.3 A bid determined as substantially non-responsive shall be rejected by the Employer

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

2.9.5 The Employer shall evaluate in detail and compare the bids which are substantially responsive.

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

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

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

## **2.10: NOTIFICATION OF SUCCESSFUL BIDDER**

2.10.1 Prior to the expiration of the bid period, the Employer will notify the successful bidder in writing by registered letter or fax or upload in the website of NERIWALM @ [www.neriwalm.gov.in](http://www.neriwalm.gov.in) to be confirm in writing by registered letter that its bid has been accepted.

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

## **2.11: ISSUE OF LETTER OF INTENT**

2.11.1 The issue of Letter of Intent shall constitute the intention of the Employer to place the Work Order with the successful bidder.

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

## **2.12: CANCELLATION OF LETTER OF INTENT**

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

## **2.13: DELIVERY**

Execution of contract work shall be done by the contractor in accordance with the terms specified by the Employer in the Special condition of the contract and material/work shall remain at the risk of the supplier until delivery have been completed in full. The Schedule of delivery shall be the essence of the contract.

## **2.14: SUBMISSION OF BID**

Only the following shall be accepted in physical form:

- Tender Fee in the form of Demand Draft
- EMD in the form of Demand Draft/Bank Cheque
- Tender documents including all sections duly signed and stamped.
- NSIC / MSME registration certificate

All other documents shall have to be submitted either through REGISTERED POST or DROP in THE TENDER BOX kept in the Lounge of the Administrative Building within the specified date. No Tenders will be received after the specified date i.e. **19.07.2019 upto 5.00PM.**

## **2.15: OPENING OF PRICE OFFER**

Price Bids will be opened on **22.07.2019 at 11.00 AM** in the Conference Room of NERIWALM Administrative Building. Prospective Bidders or their authorized representatives may be present at the time of opening of the Bids. In case of any conflict arises, the decision of Director, NERIWALM will be final and binding on the bidders.

## **2.16.: Bidding Methodology:**

Single-stage One-Bid System.

**Tender No.: Tender No.: NRW/CONSTN/MAINTN(INFRA)/283/2019-20.**

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

**3.1: PRICE APPLICABILITY**

Prices in the Work Order shall remain valid for the Contract Period from the date of signing of formal agreement.

**3.2: STANDARDS**

The Work executed under the contract shall conform to the standards mentioned in the Technical Specifications.

**3.3: PATENT RIGHTS**

The Contractor shall indemnify the Employer against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

**3.4: PERFORMANCE SECURITY**

3.4.1 Within 10 days from the date of receipt of **Letter of Intent (LOI)/W.O.**, the Contractor/Party shall furnish a Performance Security of the value of 10% of the Contract Amount in the form of A/C Payee DD/FDR/Banker's Cheque of Bank Guarantee issued by a schedule Bank from its branch situated anywhere in India in standard format.

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

3.4.3 The Performance Security shall be in favour of The Director, NERIWALM, Tezpur with validity for more than 01(one) year.

3.4.4 The Performance Security will be discharged by the Employer after completion of the Contractor's obligations including any warranty obligations under the contract.

**3.5: CHANGE ORDERS**

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

- a) Drawings, designs or specifications of the work to be executed.
- b) Technology and Material to be used by the contractor.
- c) Services to be provided by the supplier.

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

**3.6: SUB-LETTING**

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

### **3.7: LIQUIDATED DAMAGES**

3.7.1. The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

3.7.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Director, NERIWALM shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

3.7.3. If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

3.7.4. The employer may without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to be due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

3.7.5. If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking – Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, a applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

### **3.8: ARBITRATION**

The procedure for arbitration will be as follows:

a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting 3 arbitrator one each appointed by the Employer and the Contractor and the third arbitrator to be chosen by the two Arbitrators so appointed by the parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed jointly by the Employer and the Contractor.

b) The Arbitration Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act a presiding arbitrator. In case of failure of the two

arbitrators appointed by both the parties to reach upon consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed jointly by both the Employer and the Contractor.

c) Arbitration proceedings shall be held in Tezpur/Guwahati, and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be in English.

d) The decision of majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by its party itself.

e) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are subject matter of the arbitration proceedings.

### **3.9: 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.

### **3.10: GENERAL LINE**

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

### **3.11: 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 Employer shall be at liberty to take over from the Contractor at a price to be fixed by the Employer, 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 Contractor at the time of such termination, or such portion thereof as the Employer may deem fit except such material, as the Contractor may, with the concurrence of the Employer, elect to retain.

### **3.12: TERMINATION**

3.12.1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

3.12.2. Fundamental breaches of contract include, but shall not be limited to the following:

(a) The Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the NERIWALM.

(b) The NERIWALM instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days

(c) The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) A payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;

(e) The Engineer gives notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

(f) The Contractor does not maintain a security, which is required;

(g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this paragraph: "corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to establish bid prices at artificial non-competitive levels and to deprive the Borrower, and includes collusive practice among Bidders (prior to or after bid submission designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

3.12.3. When either party to the Contractor gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 3.18.2 above, the Engineer shall decide whether the breach is fundamental or not.

3.12.4. Notwithstanding the above, the Employer may terminate the Contract for convenience.

3.12.5. If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

### **3.13: PAYMENT UPON TERMINATION.**

3.13.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the NERIWALM shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

3.13.2. If the contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the NERIWALM shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

**Tender No.: NRW/CONSTN/MAINTN(INFRA)/283/2019-20.**

## **SPECIAL CONDITIONS OF CONTRACT**

### **4.1 CONDITIONS OF CONTRACT**

**Name of work: As given in the tender**

Tenderers/Contractors should quote their rates both in figures and in words. If there is any inconsistency in writing then the words applicable rates shall be as per tendered rates in figures and in words, whichever is lower. The schedule of probable quantities must be fully priced and the total of each page shall be given in ink and signed by the bidder. No blank space shall be left.

The quoted rates shall be firm and shall not be subjected to any variations arising from cost of material or labour for the entire duration of the contract.

Specifications shall be interpreted in the following order of decreasing importance: Drawings,

Item specifications in the BOQ.

After acceptance of tender, the bidder will sign the necessary Agreement within 01(one) week and produce a Performance security of 10% of the Contract value in the Form of DD/Bankers Check or Bank Guarantee in the prescribed Format. The work shall start within 10 days of receipt of the letter of intent / work order, whichever is earlier.

The Contractor shall co-operate with other contractors and consulting engineers and freely exchange with them such technical information as necessary for the proper execution of the works.

The contract shall be approved by Director, NERIWALM who will be considered as client for this work.

#### **4.2 FINAL BILL:**

The Contractor should submit his final bill within one week from the date of completion of work, after which no further claims shall be entertained. The contractor shall remain liable to make any deficiency in material used or workmanship detected within 180 days of issue of completion certificate and set right the same within the period to be specified by the client failing which the client shall do the needful at the cost and risk of contractor.

#### **4.3 MEASUREMENTS:**

The Architect, Client's authorized representative and Contractor will take measurements jointly, all the measurements shall be done in metric (in mm) system. In case of difference of opinion, the decision of Director, NERIWALM shall be final and binding on both the parties. In case of delay in taking joint measurements, the Contractor can submit his bill based on measurements taken by him and it will be checked by the Architect and Client's Authorised representative and processed for payment.

#### **4.4 MATERIALS AT SITE SECURITY:**

Materials will be stored at the premises entirely at Contractors risk and cost. All materials should be insured against fire and theft. Contractor should indemnify the owner from his risk. Contractor will erect lockable STOF for the site materials at his own cost.

#### **4.4 SAFETY:**

The contractor must ensure that all of his supervisors and workmen engaged in the execution of works strictly adhere to the health and safety guidelines as laid down by the local laws. The work shall be carried out with due diligence on the part of contractor without disturbing the normal working of NERIWALM. All contractors will be responsible for providing identification tags for all workers on site all identification cards shall identify the workers name, company and trade. Identification tags are to be worn at all times.

#### **4.5 Deleted**

#### **4.6 QUALITY:**

All materials used in the works shall be of their respective kinds as specified herein, obtained from sources and suppliers approved by the Architect/Owner and shall conform strictly with the tests prescribed hereafter, or where tests are not laid down in the specifications, with the requirements of the latest issues of the relevant Indian Standards (IS code).

#### **4.7 REJECTION:**

Any materials that have not been found to conform to the specifications will be rejected forthwith and shall be removed from the site by the Contractor at his own cost within a period of 7 days failing which the client can forfeit the materials and dispose off the same at the risk and cost of contractor.

#### **4.8 PENAL CLAUSE:**

The work shall be undertaken within 10 days of allotment and completed in all respects including clearance of site within 180 days. In case the work is not started within 10 days of allotment of work, the EMD of the contractor shall stand forfeited and further action shall be taken by the client as per his discretion for getting the whole work and partly executed work completed at risk and cost of the contractor.

Penalty for delay of work without prior approval from NERIWALM shall be levied @ 0.5 % of the contract value for every 15 days delay in work upto a maximum of 2.5 % of the contract value. NERIWALM reserves the right to forfeit the performance guarantee and terminate the contract hence forth.

#### **4.9 OTHER CONDITIONS:**

1. Conditional tenders are liable to be rejected.
2. Tenders without the earnest money shall not be entertained.
3. Client reserves its right to reject or accept any tender.

**The proposals shall be addressed to:**

**Director, NERIWALM**

**Dolabari, P.O- Kaliabhomora,**

**Tezpur-784027, Assam**

**Ph No-03712-268107 / 268077**

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

**Tender No.: Tender No.: NRW/CONSTN/MAINTN(INFRA)/283/2019-20.**

**AGREEMENT**

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

Whereas the employer is desirous that certain works should be executed i.e. Renovation And Up Gradation Of Assam Type Guest House in NERIWALM Campus at Dolabari, Tezpur, Assam and has accepted a tender of the contractor for “ **The work given in the Work Order**”.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

The Tender No. ....

The award letter No. ....

References as mentioned in the award letter

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

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

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

For & on behalf of  
Contractor

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

Witness

(i)

(ii)

Date :  
Tezpur

**Tender No. : Tender No.: NRW/CONSTN/MAINTN(INFRA)/283/2019-20.**

**FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)**

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

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

(With due stamp duty if applicable)

**OUR LETTER OF GUARANTEE No. :** \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Authorized Signature

Manager

Seal of Bank

**Tender No.: Tender No.: Tender No.: NRW/CONSTN/MAINTN(INFRA)/283/2019-20.**

**BID SUBMISSION FORM**

Offer No.: \_\_\_\_\_ Date: \_\_\_\_\_

To

The Director,

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

Dolabari, P.O.: Kaliabhomora

Tezpur – 784027 (Assam)

Dear Sir,

In response to your **Tender No. ....Dated: .....for “ PROVIDING GRILL AND EXTERIOR WORKS INCLUDING PAINTING OF AUDITORIUM”.**

we hereby submit our offer herewith.

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

\_\_\_\_\_

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

Designation : \_\_\_\_\_

Mobile No. : \_\_\_\_\_

Email ID : \_\_\_\_\_

8. Alternate Person - Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Mobile No. : \_\_\_\_\_

Email ID : \_\_\_\_\_

9. PAN Number : \_\_\_\_\_

10. TIN Number : \_\_\_\_\_

State : \_\_\_\_\_

11. GST Regn. No. : \_\_\_\_\_

12. Deleted

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

Bank Account No. : \_\_\_\_\_

IFSC / NEFT Code : \_\_\_\_\_

Name of the Bank : \_\_\_\_\_

Address of the Branch : \_\_\_\_\_

14. Particulars of EMD

Amount : Rs. \_\_\_\_\_

Mode of Payment (DD/BG) : \_\_\_\_\_

DD/BG No. : \_\_\_\_\_

Date : \_\_\_\_\_

Name of the Bank : \_\_\_\_\_

Address of the Bank : \_\_\_\_\_

Validity of BG : \_\_\_\_\_

15. Particulars of Tender Fee

Amount : Rs. \_\_\_\_\_

DD No. : \_\_\_\_\_

Date : \_\_\_\_\_

Name of the Bank : \_\_\_\_\_

Address of the Bank : \_\_\_\_\_

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

**Year Annual Report attached at**

**Page No.**

**Turnover in Rs. (Lakh)**

2016-2017

2017-2018

2018-2019

**Average Turnover**

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

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

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

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

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

**DECLARATION**

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

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

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

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

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

Place: Signature of Authorized Signatory

Date: Name:

Designation:

Seal: