

INVITATION

For

e-TENDER

NAME OF WORK

**Construction of protection wall with drain at back side of
Type-II, III and IV quarters in the LGBRIMH, Tezpur.**

LGB REGIONAL INSTITUTE OF MENTAL HEALTH

लोकप्रिय गोपीनाथ बरदलै क्षेत्रीय मानसिक स्वास्थ्य संस्थान
तेजपुर: असम: पिन: ७८४००१
LGB REGIONAL INSTITUTE OF MENTAL HEALTH
(Govt. of India, Ministry of Health & Family Welfare)
Post Box No. 15 :: FAX No. (03712) 233623
TEZPUR # 784001 # ASSAM

No. LGB/PE/600/2020/455

Dated: 3rd February 2020

INVITATION FOR e-TENDER

DIRECTOR ,Lokopriya Gopinath Bordoloi Regional Institute of Mental Health,Tezpur 784001, Assam invites item rate e-Tenders, in two envelope system (Application for Technical and Financial bid) for the following work from the registered contractors of APWD/PHE/Govt Autonomous bodies /MES/PSU and equivalent class of CPWD Govt approved contractors who satisfy the Eligibility Criteria given below.

1. PARTICULARS OF WORK

1	Name of Work:	Construction of protection wall with drain at back side of Type-II, III and IV quarters in the LGBRIMH,Tezpur.
2	Approximate Estimate cost put e-Tender	Rs. 89,97,000.00
3	Earnest Money Deposit (EMD)	Rs. 1,80,000.00 (Earnest Money in the form as prescribed in this tender document para 3.2.2 shall be scanned and uploaded to the e-Tendering website within the period of tender submission.)
4	Time period for completion	10 (Ten) months
5	Validity of Tender	90 days from the date of opening of the tender
6	Date of tender meeting & Venue	21-02-2020 at 11.00 AM Administrative Building Conference Hall, LGBRIMH Tezpur-784001
7	Start Date for Submission of e-Tender	04-02-2020 from 10.00AM
8	Last Date for Submission of e-Tender	20-02-2020 upto 11.00 A.M
9	Date of Opening of the Eligibility document	21-02-2020 at 11.00 AM
10	Date of opening of the Financial bid will be intimated later to eligible contractors	
11	Address of the Engineer-in-charge	In charge Project Engineer, Engineering Branch, Administrative building, LGBRIMH, Tezpur-784001

2. ELIGIBILITY CRITERIA

2.1. Tenderers who fulfill the following criteria are eligible to submit the Eligibility document
Technical bid- (Cover 1) and Financial bid (Cover 2).

Tenderers who have experience of having successfully completed works as detailed below during the last 5 (Five) years ending last day of the month previous to the one in which applications are invited:-

a. Three similar works each costing not less than Rs.30.00Lakhs

or

b. Two similar completed works each costing not less than Rs.45.00Lakhs

or

c. One similar completed work costing not less than Rs.90.00 Lakhs

And

(ii) At least one similar work costing not less than Rs.90.00Lakhs should have been carried out for any Central Government department/ APWD/MES/Central Autonomous Bodies / Central Public Sector Undertakings

“Cost of work” for this clause shall mean completed cost of work as mentioned in the final bill including internal electrical works, if any, carried out under single contract including cost of materials, if any, supplied by clients. However the cost of materials issued free of cost shall not be considered for calculating the cost of work. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids. **“Similar work”** for this clause means Construction of RCC framed structure. The following documentary proof shall be scanned and uploaded.

1. Completion certificates in case of works carried out for Government department.

The certificate should have been issued by an officer not below the rank of Executive Engineer.

2. Completion certificate and TDS in case of works carried out for private parties.

The completion certificate should have been issued by the Project Manager or equivalent officer for other works and should be obtained and delivered in sealed cover.

2.2. Should have an average annual financial turnover of Rs.90.00 lakhs during the last 3 years ending 31 – 3 –2019. This should be certified by a chartered accountant.

2.4. Interested tenderers can view and submit the e-tender in the following order through the following e-tender website (<https://etenders.gov.in/eprocure/cpp>)

e-Envelope I – Eligibility application shall be uploaded with

- 1) EMD as prescribed in this document Para 3.2.2.
- 2) Necessary supporting documents as prescribed in the Para 3.2.3.

e-Envelope II – Financial bid shall be uploaded with

- 1) The tender for the work with various conditions, specifications, Bill of quantity, drawings etc.

3. PROCEDURE FOR VIEWING AND SUBMISSION OF e-TENDER

3.1 Tender Documents may be downloaded from Central Public Procurement Portal <https://etenders.gov.in/eprocure/cpp>. The bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <https://etenders.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at “Help for contractors”. [Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e Procurement Portal”. Tenderers can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type ‘www.lgbrimh.gov.in’/e-procure.gov.in . Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://etenders.gov.in/cpp> as per the schedule attached.

A. Instructions for submission of online bid:

- i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal [URL:https://etenders.gov.in/eprocure/cpp](https://etenders.gov.in/eprocure/cpp) and www.lgbrimh.gov.in by clicking on “Online Bidder Enrollment”.
- ii. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.)
- iii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- iv. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document / schedule and generally shall be in PDF / XLS formats as the case may be. Bid documents may be scanned with 100 dpi with black and white option.
- v. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GSTIN Details, annual reports, auditor certificates etc.) has been provided to the bidders.
- vi. The tenders will be received online through portal <https://etenders.gov.in/eprocure/cpp>. All the technical/Eligibility related documents should be uploaded in Technical bids in pdf format for evaluation purpose.

- vii. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission date and time. Bidder will be responsible for any delay due to other issues. ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- viii. Scanned copy of the Demand Draft obtained from the scheduled bank for an amount of Rs.1,80,000/- towards Earnest Money Deposit (EMD) drawn in favour of **DIRECTOR,LGBRIMH,Tezpur-784001** and payable at Tezpur. EMD will be accepted only in the form DD. Any other forms other than DD will not accepted.
- ix. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the detail with their respective financial quotes and other details (such as name of the bidder). If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- x. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- xi. The Tender Inviting Authority will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- xii. The uploaded tender documents become readable only to public view after the tender opening by the authorized bid openers.
- xiii. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- xiv. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

3.2. The tender shall be submitted through the above e-Tender website as a two envelope tender.

e-Envelope 1 (application for eligibility) shall be uploaded with:

1. Scanned copy of the Demand Draft obtained from the scheduled bank for an amount of Rs.1,80,000/- towards Earnest Money Deposit (EMD) drawn in favour of **DIRECTOR, LGBRIMH, Tezpur-784001** and payable at Tezpur.
3. Details regarding experience, and financial standing.

The following documents in support of experience and financial standing shall be uploaded with the application for eligibility.

1. Solvency certificate from the bankers of the applicant
2. Financial information in the form – ‘A’ enclosed
3. Details of similar works carried out in the past in form – ‘B’ enclosed
4. Details of works in progress in form – ‘C’ enclosed
5. Performance report of works referred to in form ‘B’ and form ‘C’ in Form – ‘D’ enclosed

6. Details regarding the structure of the organization in form - 'E' enclosed
7. Details of technical and Administrative personnel in form – 'E1' enclosed
8. Details of construction plant and equipment in form – 'F' enclosed.
9. GST Registration Certificate

3.3. e-Envelope 2 shall contain

1. The tender for the work with various conditions, specifications and drawings etc
2. The spread sheet containing the Bill of Quantity can be downloaded from the above web site and the same shall be uploaded to the e-Tender website after filling the rates. The file name of the spread sheet document which is downloaded from the e-Tender web site should not be changed at any case.

4.OPENING OF e-TENDERS

- 4.1 e-Tenders can be uploaded in the e-tender website till the stipulated date and time of submission.
- 4.2. e-Tenders of only those tenderers, who have deposited Earnest Money Deposit in the prescribed form and other documents scanned and uploaded are found in order will be opened after 11.00 AM on 21.02.2020.
- 4.3. Only e-Envelope 1 containing the eligibility application & EMD will be opened on the date of opening of tender.
- 4.4. Tender Documents uploaded without valid EMD shall be summarily rejected.
- 4.5. The e-Envelope 2 of only those tenderers who qualify as per the eligibility criteria will be opened on a date which will be intimated later but not later than 30 days from the date of opening of tender.

5. EVALUATION OF APPLICATIONS FOR ELIGIBILITY.

- 5.1 The applications received along with the required EMD shall be evaluated for eligibility to take part in the tendering process by a two stage system.
- 5.2 The applications will be evaluated for conformity to the eligibility criteria prescribed in 2.1 to 2.3.

5.3. Director, LGBRIMH, Tezpur reserves the right to restrict the list of eligible contractors to any number deemed suitable.

5.4. Even though an applicant may satisfy the specified criteria, he would be liable to disqualification if he has:

1. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the application for eligibility.
2. Record of poor performance such as, slow progress of work, abandoning of work, not properly completing the contract, or financial failures/ weaknesses etc.

5.5 A list of eligible applicants whose financial bids will be opened shall be prepared and all concerned shall be intimated.

5.6 Earnest Money Deposit (EMD)

The Earnest Money of the successful Tenderer will be taken as part of the Security Deposit as stipulated in Clause 1A of “General conditions of Contract”.

5.7 The employer reserves the right to accept or reject any application and to annul the qualification process / e-Tender process and reject all applications at any time without assigning any reason or incurring any liability to the applicants.

INFORMATION AND INSTRUCTIONS TO APPLICANTS

6.1. Definitions:

The following words and expressions have their meaning here by assigned to them.

1. EMPLOYER means DIRECTOR, LGBRIMH, Tezpur acting through the Project Engineer , Engineering Branch.
2. APPLICANT means individuals, proprietary firms, firm in partnership, limited company – private and Public Corporation
3. Engineer-in-charge means PROJECT ENGINEER ,LGBRIMH.
4. Tender means “**e-Tender**” which will be submitted online through dedicated website.

6.2 Information and Instructions

1. The applicant is advised to visit the site of work at his own cost and examine it and its surroundings and collect all information that he considers necessary for proper assessment of prospective assignment.
2. All information called for in the enclosed forms should be duly filled, signed, scanned and uploaded along with the e-Tender. If additional information needs to be uploaded in a separate document, reference to the same should be given against respective columns. Such separate documents shall be chronologically uploaded in the e-Tender website. If information is 'nil' it should also be mentioned as 'nil' or 'no such case'. If any particulars/query is not applicable in case of the applicant, it should be stated as 'not applicable'.
4. The applicants are cautioned that not giving complete information called for in the application forms required, not giving it in clear terms or making change in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified.
5. The applicant may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. However the applicants are also advised not to upload superfluous/ additional information beyond the requirements of the Bid. No information will be entertained after the application is submitted, unless it is called for by the Institute
6. Applications made by email, fax, and post or by person will not be considered
7. Documents submitted in connection with the tender will be treated as confidential and will not be returned.
8. Originals of all the scanned and uploaded documents as specified shall have to be submitted only by the lowest tenderer along with the original Demand Draft (EMD) of the scanned copy of EMD uploaded (Original Demand Draft and Bank Guarantee) within a week physically in the office of Project Engineer LGBRIMH, Tezpur.
9. Contractor can upload documents in the form of PDF format. The size of individual file should not exceed more than 5MB.
10. Contractor must ensure to quote rate of each item.
11. Tenderers are requested to comply following instructions:
 - After submission of the online bid the contractor can re-submit revised online bid any number of times but before last date and time of submission of tender as notified.
 - While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.

12. The rate (s) must be quoted in decimal coinage. Contractors must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0”. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO).
13. The tender submitted shall become invalid if:
 1. The tenderer is found ineligible.
 2. The tenderer does not upload all documents as stipulated in the tender document including the undertaking about deposition of original Demand Draft (EMD) of the scanned copy of EMD (Original Demand Draft and Bank Guarantee) uploaded.
 3. If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically by the lowest tenderer in the office of Project Engineer LGBRIMH.
 4. The lowest tenderer does not deposit the original EMD (Original Demand Draft and Bank guarantee) within a week from the date of opening of e-Envelope 2 (Financial bid)
14. No intimation shall be given to the lowest tenderer for submission of physical EMD along with other documents in the Office of Project Engineer, Engineering Cell, LGBRIMH. The lowest tenderer shall submit the original Demand Draft (EMD), (Original Demand Draft and Bank Guarantee) along with other documents within seven days of Opening e-Envelope 2 (Financial bid).

6.3 Authority to sign the application:

1. If an individual makes the application, it shall be signed by him above his full type-written name and current address.
2. If a proprietary firm makes the application, it shall be signed by the proprietor (with seal) above his full typewritten name & the full name of his firm with its current address.
3. If the application is made by a firm in partnership, it shall be signed (with seal) by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the firm shall also accompany the application.
4. If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The applicant shall also furnish a copy of the Memorandum of Articles of association duly attested by a Public notary.

6.4. Amendment to tender documents

Before the deadline for submission of tenders, the tender document may be modified by issue of addenda. Any Addendum issued shall be part of the Tender Documents and shall be uploaded in the e-Tender website only. To give prospective Tenderers reasonable time in which to take the Addenda into account in preparing their tenders, extension of the deadline for submission of Tenders may be given as necessary.

6.5 Instructions for filling up the forms A, B, C, D, E & E1

1. Financial Information

The applicant should furnish the Annual financial statement for the last 5 years in form – A

2. Information about works

1. List of all works of similar class successfully completed during last the 5 years in Form – B
2. List of projects under execution or awarded in Form – C
3. Particulars of completed works and performance of applicant shall be duly authenticated / certified by an officer not below the rank of Executive Engineer in case of Government works or the Project Manager or an equivalent officer in case of non-governmental works separately for each work in Form - D

3. Information about the organization

Applicant is required to submit the following information in respect of his organization in form E and E1

1. Name and postal address including telephone and fax nos. etc. Copies of original documents defining the legal status, place of registration and principal places of business.
2. Names and titles of Directors and officers to be concerned with the work, with designation of individuals authorized to act for the organization.
3. Information on any litigation / arbitration in which the applicant was involved during the last five years including any current litigation / arbitration in process.
4. Authorization for employer to seek detailed references from clients to whom works were carried out.
5. Number of technical and administrative employees of the tenderer and how those employees would be involved in this work – Form E 1

4. Construction Plant and Machinery

Applicant should furnish the list of construction plant and equipment including shuttering, centering and scaffolding likely to be used for carrying out the work (in form F). Details of any other equipment not mentioned in form F but available with the applicant and likely to be used in this work may also be indicated

5. Letter of Transmittal

The applicant should submit the letter of transmittal as per the format attached.

7. OPENING OF FINANCIAL BIDS

7.1 The Financial bids (Tender) of the eligible applicants will be opened on the date and time to be intimated later.

7.2 Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 8 which forms part of e-Envelope 2 (Financial bid)

BID FORMAT

Name of the Work: Construction of protection wall with drain at back side of Type-II, III and IV quarters in the LGBRIMH, Tezpur.

BID

To

**The Project Engineer
LGBRIMH, Tezpur**

1. I/We offer to execute the works described above and remedy any defects therein conforming with the conditions of Contract, specification, drawings, Bill of Quantities and Address for the sum(s) of

Sl. No.	Name of Work
1	

2. I/We undertake, if our Bid is accepted, to commence the works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the works comprised in the Contract within the time stated in the document.

3. I/We agree to abide by this Bid for the period of **90 (ninety) days** after the deadline date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

5. I/We understand that you are not bound to accept the lowest or any tender you may receive.

6. I/We accept that for any dispute, decision of the Director, LGBRIMH will be final and binding.

Dated this

Signature in the capacity of

..... duly authorized to sign bids for and on behalf of

.....

(In block capitals or typed).

Address:

.....

Witness:

.....

.....

Address:

.....

.....

E-mail:

Occupation:

Address:

.....

Witness:

.....

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Address:

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E-mail:

Occupation:

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Preamble

1. The estimated Quantities shall be read in conjunction with the APWD/CPWD Technical Specifications and Drawings.
2. The quantities given in the estimate are provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the Bid.
3. The rates tendered shall, except in so far as it is otherwise provided under the Contractor, include all implements, plant, labour, supervision, materials, erection of display board, sign/caution board, maintenance during execution and include insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates are entirely in Indian Currency.
Rate are to be quoted in figures and also in words and the same should be legibly written.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the provisional estimate.
6. The method of measurement of completed work for payment shall be in accordance with the specification enclosed with the bidding document.
7. Error will be corrected by the Employer for any arithmetic errors pursuant to the Bidders.
8. GST, Forest Royalty including other levied by the Forest Department on forest products including any other taxes as applicable is to be paid by the contractor. The department shall deduct the amount of AGST, FR & ST and any taxes from the contractor's bill if the contractor fails to produce the valid certificates from the concerned departments.
9. Acceptance of lower/upper limit of tender rate shall be governed by the existing CPWD rules.
10. The quantities shown in the tender inviting notice are based on estimate approved by competent authority. If the quantities in the sanctioned estimate varies from those furnished in the NIT, the bidders shall not be entitled to withdraw their bids and they shall comply with any instructions issued by the dept to complete the bid evaluation to its logical conclusion.
11. The Contractor shall carry out the works in accordance with the specification & drawing.
12. **Safety-**
The Contractor shall be responsible for the safety of all activities on the site.
13. **Instructions-**
 - (i) The Contractor shall carry out all instructions of the Engineer pertaining to works, which comply with the applicable laws where the Site is located.
 - (ii) The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.
14. Works to be completed within completion date.
15. **Identifying Defects**
The Engineer shall checked the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect to uncover and test any work that the Engineer considers may have a Defect.
15. **Uncorrected Defects**

If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

16. Liquidated Damages

(i) The Contractor shall pay liquidated damages to the Employer at the rate per day in Contract Data (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. *For each day that the completion dates is later than the intended completion date for the whole of the works or the milestones.

(ii) If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the over payment calculated from the date of payment of repayment at the rate specified in Clause of payment.

(iii) 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 every date 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.

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

(iv) 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 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, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

18. Labour license- Salient features of some major Labour Laws applicable to establishments engaged in construction works

19. I.T, Labour cess, GST will be deducted from each bill of the contractor as per prevailing rate.

20. SD / Retention money @ 8% of bill value will be deducted from interim bill of the contractor.

21. Contractor shall submit copy of all challans/ TP/TC regarding procurement of sand/ stone/ boulder from forest department/ Mining Lessee/ Mahaldar and voucher/ Money receipt regarding obtaining stone/ sand/ boulders from open market to Project Engineer before submission/ preparation of bills for payment.

SPECIAL CONDITIONS OF CONTRACT (SCC)

- SCC. 1** The total Security Deposit (SD) will be 10% of contract price with 2% deposited within 10 days of the issue of letter of acceptance as per tender in the form of DD from a nationalized / schedule Indian Bank, and balance 8% be deducted from interim bills. The Bid security furnished with bid will be discharged after furnished the 2% Performance Security. The Security Deposit will be held by Govt. free of any interest.
- SCC. 2** Payment of contractors bills for works done shall be subject to availability of fund and delayed payments will not bear any interest.
- SCC. 3** Contractor will supply all materials and equipment required for the performance of the contract. All materials supplied by the contractor shall conform to quality specified in relevant IRC/MOST/ISI standard, which shall be confirmed by Quality control Tests as per direction of the Engineer-in-charge.
- SCC. 4** (a) To ensure that the works are carried out in compliance with the technical specifications laid down under the contract, the contractor shall carry out necessary all Quality Control (QC) tests required as per relevant IRC specification under the direction and supervision of Engineer in charge or staff deputed by him.
(b) In addition to the internal Quality Control (QC) tests as mentioned above, there shall be provision also for conducting Quality Control tests by Project Engineer for which the contractor shall provide all facilities as and when notified by the Engineer in charge. In the event of any item of working failing to meet the stipulated quality criteria as per the test carried out by the Project Engineer, 25% of the amount due to the contractor in all his subsequent bills shall be deducted and shall not be released till such time as he rectifies the said defect.
(c) The contractor shall arrange all equipment for the Quality Control equipments required as per relevant IRC publication and carry out installation of the same as required for performance of Quality Control tests and as per direction of the engineer-in-charge.
- SCC. 5** The defect liability period shall be 01 (One) year from the date of certification of completion of works. Any defect during the liability period shall be made good by the contractor at his own cost.
- SCC. 6** (a) The contract must not be sublet.
(b) No labour under 14 years of age shall be employed in the work. All labourers employed shall be paid at rates not less than those generally paid for similar work in the neighbourhood. The contractor must employ in the execution of contract only Indian citizen as workers.
(c) If the work is not started within 07(Seven) days from the date of written formal work order for commencement of work, the security will stand forfeited and such failure to commence work in time will make him liable to other action as per clauses of the F2 form contract.
(d) The work shall be carried out with diligence and promptness according to the specification in all cases, to the requirements program, quality of work and materials etc.
(e) The contractor should thoroughly acquaint himself with all the clauses of the contract document and agree to the conditions laid down therein and in this Tender paper.
(f) The rates shall be provided for the finished items of work including cost of materials labour and transportation which shall also include the cost of various sundried and contingencies and no extra amount will be admissible to the contractor for these-
(i) The contractor shall include the cost of labour, camps or huts when necessary in suitable place including conservancy and sanitary arrangements.
(ii) Suitable water supply arrangements for staff and labour shall have to be made by the contractor at their own cost and no extra payment will be made by the department.
(iii) Suitable fencing barriers and signal sign and caution board etc. Also will have to be provided where necessary at work and at approaches to protect public and employees from accident.
(iv) Compensation including cost of suit for injury to person or property due to neglect of any measure of precaution and also sum which may become payable due to operation of workman's compensation Act.
(v) Royalty, octroi duty, sales tax on turnover on all items if levied by the Govt. Cost of construction of temporary buildings required by the contractor for collection of materials, storage house for the contractors and staff or other purpose of the work. No rent shall however

he payable to the Govt for temporary occupation of available land owned by the Govt. at site of work which should be vacated by the contractor after completion of work.

(vi) Fees dues payable to municipality of water supply authority.

(vii) Suitable apparatus for labour engaged in risky operation.

(viii) Clearance of site before commencement of work.

(i) Every contractor is expected before quoting his rate to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of various materials of required specification. The Govt. Will not pay any extra charges or compensation for supply of substandard materials which will be rejected and have to be removed and replaced by the contractors at their own cost.

(j) In the event of any claim by forest department that the contract has extracted materials in excess of the quantity stated in the permit. Royalty as will be charged by the Forest department on account of the excess materials will be recovered by the department from any sum due to the contractor by the state Govt. Under the contract or otherwise from his security deposit or the proceed of sales thereof or sufficient part thereof. The sum so recovered shall be placed in deposit for credit to the Forest department after settlement of their claim.

(k) In case of quarries when Forest department's quarry roads are used necessary road toll levied by the forest department should be paid by the contractor. If the contractor cannot produce any such toll clearance certificate the sum so due will be deducted from contractor's bill and will be credited to Forest Revenue.

(l) Compensation for obtaining soil from private land if any will be paid by the contractor. The rate for imported soil should be quoted inclusive of royalty.

(m) Detailed working drawing if necessary for execution of work will be supplied by the department free of cost to the selected contractor. No claim whatsoever will be entertained in case there is any delay in supply of approved drawing to the contractor.

(n) Contractor should mention their registration number correctly in the tender along with local or permanent address for quick disposal of tenders.

(o) No claim of contractor would be entertained if any boulders, trunk of trees etc. are met with while cutting earth.

(p) Payment will be made as per clause of contract's document interim payment will be made on the basis of actual measurement of work carried out by the contractors on the basis of their accepted rates.

(q) The contractor must maintain adequate technical staff well conversant with similar work, so as the facilities quick and satisfactory progress of work.

SCC 7. UNWANTED EMPLOYEE:

The Engineer in charge may be require the contractor to dismiss or remove from the site of work any person employed by the contractor for the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirement.

SCC 8. Contractor shall submit the schedule of execution in the form of bar chart/CPM, which shall be approved by the competent Engineer officer of the implementing agency before commencement of work. Such bar chart/CPM shall at various work stages.

SCC 9. TIME DELAY AND EXTENSION

(A) Time is the essence of the contract and specified in the contract documents or in each individual work orders.

As soon as possible contract is let or any substantial work orders placed and before work under it is begun, the Project Engineer and the contractor shall agree upon a time and progress chart. The chart shall be prepared in direct relation to the time stated in the contradictory cess or the work order for completion of the individual items thereof and/or the contract of the order as a whole. It shall indicate the forecast of the dates for commencement and completion of the various trade processes or sections of the work and shall be amended as may be required by agreement between the Project Engineer and the contractor within the limitation of time imposed in the contract documents or work order. If the work be delayed.

(i) By force measure, or

(ii) By reason of and abnormally that weather, or

- (iii) By reason of serious loss or damage by fire, or
- (iv) By reason of commotion, local combination of workman, strike or lockout,
- (v) By reason of delay on part of nominated sub contractors, or nominated suppliers which the contractor has in the opinion of Project Engineer, taken all practicable steps to avoid, or reduce, or
- (vi) By reason of delay on the part of contractors or tradesmen engaged by Govt. In executing works not forming part contract, or
- (vii) By reason of any other cause, which in the absolute discretion of the accepting officers beyond the contractors control.

Then in such case the officer herein after mentioned may make fair and reasonable extension in the completion dates of individual items or groups of items of works for which separate periods of completion are mentioned in the contract documents or works order, as applicable. Upon the happening of any such event causing delay the contractor shall immediately, but not later than 30 days of the happening of the event give notice thereof in writing to the Project Engineer, but shall never the less use constantly his best endeavour to prevent or make good delay and shall do all that may reasonably be required to the satisfaction of the Project Engineer to proceed with the works. Extension of time shall be granted as under-

- (a) By Project Engineer for all terms contracts.
- (b) By accepting officer of the contract of all other contracts.

In case of the contractor fails to notify the Project Engineer of happening of an event (s) causing delay within the period of 30 days stipulated in sub-para 3 above, he shall forfeit his right to claim extension of time for the delay caused due to such event(s).

Extension of time, as granted above shall be communicated to the contractor by the Engineer in writing and shall be final and binding, PROVIDED THAT in the case of contracts (other than term contracts) accepted by the Project Engineer, the matter shall be referred to the Director, LGBRIMH whose decision shall be final and binding.

PRECAUTIONS AGAINST RISKS :

The contractor shall be responsible at his own expense for precautions to prevent loss or damage from any and all risks other than for Accepted Risks and to minimize the amount of any loss or damage and for the provision of all protective works, castings, etc. required for the purpose, until the works have been handed over complete to the Engineer in charge.

COMPENSATION FOR DELAY :

If the contractor fails to complete the works and clear the site on or before the date (s) fixed for completion, he shall, without prejudice to any other right or remedy of Government on account of such breach be liable to pay compensation as under:

- (a) In case of term contracts, on percent of the estimated value of the requisition of the works order for every week that the whole of the work remains uncompleted.
- (b) In the case of other contracts one percent of the contract value of the item or group of items of work(excluding the contract value of such individual items as are completed and taken over by the Project Engineer on or before the date (s) fixed for completion, in terms of condition for which a separate period of completion is given in the item or group of items work concerned remains uncompleted, even though the contract as a whole be completed by the later date specified in the contract for any item or group of items of works.

8. FORMS

1. LETTER OF TRANSMITTAL

(To be duly filled, signed, scanned and uploaded along with e-Envelope 1 by the tenderer)

To

THE DIRECTOR
LGBRIMH
TEZPUR

Name of work : Construction of protection wall with drain at back side of Type-II, III and IV quarters in the LGBRIMH, Tezpur.

Sir,

Having examined the details given in notice inviting qualification application and tender and the qualification documents for the above work, I/ We hereby submit the application for eligibility and the financial bid for the work duly filled in.

1. I / We here by certify that all the statement made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. I / We have furnished all information and details necessary for deciding our eligibility for taking part in the tendering process for the work. . We have no further information to supply.
3. I / We submit the requisite solvency certificate and authorize the PROJECT ENGINEER , LGRIMH, Tezpur to approach the bank concerned to confirm the correctness of the certificate. I / We also authorize the PROJECT ENGINEER to approach individuals, firms and corporations to verify our competence and general reputation.
4. I / We submit the following certificates in support of our suitability, technical know how and capability for having successfully completed following works.

Name of work

Certificate from

5. I/We certify that that the tender documents uploaded is the exact replica of the document published by the LGBRIMH and no alterations and additions have been made by me / us in the e-tender document.
6. I am / We are aware that the Financial bid submitted by me/us will not be opened if I / We do not become eligible after evaluation of my/our application for eligibility.
7. The Original Demand Draft (EMD) and Bank guarantee which was /were scanned and uploaded in the e-Tender shall be deposited by me/us with the Engineer-in-Charge in case I/we become the lowest tenderer within a week of the opening of financial bid. Otherwise department may reject the tender.

Seal of the Applicant

Date of submission

Signature(s) of the applicants

FORM 'A'

FINANCIAL INFORMATION

(To be duly filled, signed, scanned and uploaded along with e-Envelope 1 by the tenderer)

I Financial Analysis –

Details to be furnished duly supported by figures in Balance Sheet / Profit and Loss Account for the last Five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be uploaded separately).

SI No	Details	Year ending 31 st March of				
		2015	2016	2017	2018	2019
1	Gross annual turnover in construction work					
2	Profit (+) / Loss (-)					

SIGNATURE OF CHARTED ACCOUNTANT WITH SEAL

- II. Income Tax PAN details (to be enclosed separately)
- III. Solvency certificate from Bankers of Applicant (to be enclosed separately)
- IV. GST Registration Certificate

SIGNATURE OF APPLICANT (S)

FORM 'B'
(To be duly filled, signed, scanned and uploaded along with e-Envelope 1 by the tenderer)

**DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED DURING THE LAST FIVE YEARS
ENDING BY 31st MARCH 2019.**

SL	Name of NO work/project & location	Owner or sponsoring organizations	Agreement No	Scope of work *	Cost of work in Crores	Date of commencement as per Contract	Stipulated Date of completion	Actual date of completion	Litigation/ Arbitration pending / In progress with details **	Name and address/ Tel No of Officer to whom reference	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

* indicate Number of stories in super structure.

** Indicate gross amount claimed and amount awarded by the Arbitrator

Signature of Applicant(s)

In case of works carried out for private persons / Organizations copies TDS certificate along with copy of performance order and work order / Agreement should be enclosed. Private works with out TDS certificates shall not be considered for valuation.

FORM- B1

(To be duly filled, signed, scanned and uploaded along with e-Envelope 1 by the tenderer)

ADDITIONAL INFORMATION FOR COMPLETED WORKS

1. Name of work
2. Location
3. Client's name and address
4. Consultants name and address.
5. Scope of work.
 - a. Quantity of Earth Work in excavation.
 - b. Quantity of RCC 1:2:4.
 - c. Quantity of Reinforcement.
6. Specialized equipment deployed for the project.
7. Project Management organization structure.
8. Number of shift and its duration adopted in execution.
9. Systems adopted for timely completion of the project.

*Additional information shall be uploaded separately

SIGNATURE OF APPLICANT(S)

FORM 'C'

(To be duly filled, signed, scanned and uploaded along with e-Envelope 1 by the tenderer)

PROJECTS UNDER EXECUTION OR AWARDED

SL NO	Name of work/project & location	Owner or sponsoring organizations	Agreement No	Cost of workment as per contract	Date of commence	Stipulated Date of completion	Up to date percentage progress of work	Slow progress if any and reasons there of	Name and address/ Tel No of Officer to whom reference may be made	Remarks(Indicate whether any show cause notice issued or Arbitration initiated during the progress of work)
1	2	3	4	5	6	7	8	9	10	11

Signature of Applicant(s)

FORM 'D'

(To be duly filled, signed, scanned and uploaded along with e-Envelope 1 by the tenderer)

PERFORMANCE REPORT FOR WORKS REFERRED TO IN FORM 'B' & 'C'

1. Name of the work / Project & Location.
2. Scope of work.
 - a. Quantity of Earth Work in excavation.
 - b. Quantity of RCC 1:2:4.
 - c. Quantity of Reinforcement.
3. Agreement No.
4. Estimated Cost
5. Tendered Cost
6. Value of Work done
7. Date of Start
8. Date of Completion
 - i. Stipulated date of completion.
 - ii. Actual date of completion.
9. Amount of compensation levied for delayed Completion, if any.
10. Performance report based on Quality of Work, Time Management, and Resourcefulness : Very Good / Good / Fair or Satisfactory

DATE

PROJECT ENGINEER

(*Signature and seal of the client / owner to whom the work executed)

* Certified by self will not be accepted

(To be duly filled, signed, scanned and uploaded along with e-Envelope 1 by the tenderer)

STRUCTURE AND ORGANISATION

1. Name and address of the applicant
2. Telephone No./Fax No/E-Mail address.
3. Legal Status (attach copies of original document defining the legal status)
 - (a) An Individual
 - (b) A proprietary Firm
 - (c) A Firm in partnership
 - (d) A Limited Company or Corporation.
4. Particulars of registration with various Government bodies (Attach attested photo-copy)
 - a) Registration Number.
 - b) Organization / Place of registration
5. Names and Titles of Directors and officers with designation to be concerned with this work with Designation of individuals authorized to act for the organization.
6. Was the applicant ever required to suspend construction for a period of more than six months continuously after the construction was commenced?
If so, give the name of the project and give reasons thereof.
7. Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion?
If so, give the name of the project and give reasons thereof.
8. Has the applicant or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organization at any time? If so, give details:
9. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
10. Field of specialization in Civil Engineering.
11. Any other information considered necessary but not included above.

SIGNATURE OF APPLICANT(S)

* Additional information shall be uploaded separately

FORM 'E1'

(To be duly filled, signed, scanned and uploaded along with e-Envelope 1 by the tenderer)

DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED BY THE FIRM / COMPANY

SL NO	Designation	Total Number	Names	Qualification	Professional Experience	Length of continuous service with employer
1	2	3	4	5	6	7

Note : additional information about Technical personnel , if any , may be submitted on separate sheet.

Signature of Applicant(s)

FORM –‘F’

(To be duly filled, signed, scanned and uploaded along with e-Envelope 1 by the tenderer)

DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY TO BE USED IN CARRYING OUT THE WORK.

SL NO	Name of the Equipment	Nos	Capacity or Type	Age	Condition	Ownership status			Current location	Remarks
						Presently owned	To be purchased	Leased		
1	2	3	4	5	6	7	8	9	10	11

