



## **INSTITUTE FOR DEFENCE STUDIES AND ANALYSES**

**Tender Enquiry No: IDSA/0118/2017**

**(2 Bid System)**

### **NOTICE INVITING TENDER**

Tender for "Providing and fixing Chlorinated Polyvinyl chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CVPC plain and brass threaded fittings (including fixing & jointing of pipes & fittings with one step CPVC solvent cement, trenching refilling to match existing work & testing of joints, Complete at The Institute for Defence Studies and analyses at No 01 Development Enclave, Rao Tula Ram Marg, New Delhi-110 010.

## **CONTENTS**

<b>S NO</b>	<b>DESCRIPTION</b>	<b>PAGE NO</b>
<b>1.</b>	<b>Notice For Inviting Tender</b>	<b>3 – 6</b>
<b>2.</b>	<b>Pre – Qualification Requirements (PQR) For Participating In the Bid (General)</b>	<b>7</b>
<b>3.</b>	<b>Pre - Qualifying Requirements (PQR) – Technical</b>	<b>8 – 9</b>
<b>4.</b>	<b>Technical specifications</b>	<b>10</b>
<b>5.</b>	<b>General Conditions Of Contract</b>	<b>11 – 14</b>
<b>6.</b>	<b>Drawings</b>	<b>15 – 17</b>
<b>7.</b>	<b>Certificate of Declaration Confirming the Knowledge of Site Conditions</b>	<b>18</b>
<b>8.</b>	<b>General Instructions To Tenderers</b>	<b>19 - 38</b>
<b>9.</b>	<b>Financial Viability</b>	<b>39 – 40</b>
<b>10.</b>	<b>Declaration Sheet</b>	<b>41</b>
<b>11.</b>	<b>Checklist And Schedule Of General Particulars</b>	<b>42</b>
<b>12.</b>	<b>Financial Bid</b>	<b>43 – 45</b>

## NOTICE FOR INVITING TENDER

Tender Enquiry No: IDSA/0118/2017

**Last date: 31.05.2017**

1. Sealed Tenders are invited for the following work from reputed, resourceful and Eligible **Contractor** who meets the Qualification Requirements.

Nature of work	Earnest money deposit (Rs)	Issue of Tender Documents	Tender submission date & time
Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings (including fixing & jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling to finish & testing of joints including fixing of tiles complete in all respect )	20000/-  (Rupees Twenty Thousand only)	<b>From:- 26.04.2017  To  31.05.2017</b>	<b>31.05.2017 by 15:00 Hrs</b> at IDSA, New Delhi (Reception Desk) or by speed post only

Cost of Tender Documents: Free of Cost

2. Address for submission & opening of Tender at

**Estate Manager**

**Institute for Defence Studies and Analyses,**

**No 01, Development Enclave**

**Rao Tula Ram Marg,**

**New Delhi-110010**

**Tel: 011- 26717983**

**Note :** Submission of tenders in the Tender Box at the reception or by speed post at above address:

3. Tender documents may be obtained by hand from the above office, may also be downloaded from the website of IDSA ([www.idsa.in](http://www.idsa.in)).

**PART I: EARNEST MONEY DEPOSIT (EMD):** EMD for the specified amount shall be in form of pay order or Demand Draft in favour of "IDSA," payable at New Delhi in a separate sealed envelope. **Bids not accompanied by the requisite EMD in a separate sealed envelope or bids accompanied with EMD of not specified amount shall not be entertained.**

**PART II: Technical bid shall** contain following:

- Technical Details
- EMD

PART III: Financial Bid (In Separate Sealed Envelope)

Notes:

- Each part shall be in a separate sealed envelope. All the parts shall then be put in a bigger sealed envelope. The tender enquiry no. & last date must clearly be mentioned on top of the big envelope.
- NSIC registered vendors with valid certificates will be exempted from paying the EMD amount. The bidder has to submit valid / relevant certificate stating the exemption along with the offer.
- Bidders shall submit their signed and stamped each page of tender document fulfilling and other Terms and Conditions as follows :-
  - Technical Pre-qualifying requirements
  - Drawings
  - General Conditions
  - Financial Bid Schedule

4. Tenders shall be submitted strictly in accordance with the requirements of the above tender document.

5. Offer shall remain valid for "90 days " from the date of Tender opening.
6. Unsolicited fresh/revised Price Bids shall not be entertained.
7. IDSA takes no responsibility for any delay / loss of documents or correspondence sent by speed post.
8. All the documents submitted in his offer shall be accompanied with covering letter giving index of interlinking all the documents.
9. Part II of the bid will be opened only if bidders satisfy the condition of EMD submission. Successful bidders in technical bid (Part-II) after scrutiny will only be considered for opening of Financial bid (Part-III). Date and place of opening of financial Bid will be intimated separately, who qualify the Technical bid.
10. Only Tenderers who have previous experience in the nature of work and description detailed in this tender document shall quote for this work. Offer from Tenderer who do not have proven and established experience in the field as per Qualifying Requirements will not be considered.
11. The Tenderers are required to quote for the complete scope of work with rates for all the items & no column should be left blank. Tenderer quoting for part of the work or incomplete in any respect or not in the proper format of IDSA shall be rejected. Evaluation shall be done on overall L1 basis, not on individual item basis.
12. All tenderers shall note that no other enclosures should be attached with the Financial bid. Price bids must be submitted in the price format of IDSA only.
13. The Tenderer shall quote the rates in Rupees. The "Amount" column shall be the arithmetic multiplication of "Quantity" and the "Rate" of each row. For the purpose of tender, the metric system of units shall be used. The Rate Schedule has to be filled by the Tenderer in legible and neat handwriting or typed. In case of any discrepancy in the quoted "Grand Total" of the Price Format, the correct arithmetic total shall be considered.
14. Clarifications, if any, of Technical / Commercial nature, can be obtained from the Estate Cell.
15. IDSA reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason, whatsoever and in such case no bidder shall have any claim arising out of such action by IDSA.

16. IDSA reserves the right to reject the tender from any bidder on the basis of knowing any unsatisfactory performance of the bidder in any ongoing job or any similar job in last seven years, or if the bidder has been kept under hold/ blacklisted by any Government Department.

Your best quotation/offer for the above requirement, in line with our terms and conditions, should either be put in the tender box (Reception Desk) or sent by **SPEED POST**, to the official inviting tender. It shall be the responsibility of the bidder to ensure that the tender is delivered by the last date on or before **3 PM**.

For & on behalf of IDSA

Hemant Kumar  
Estate Manager

## Part-II

### **PRE – QUALIFICATION REQUIREMENTS (PQR) FOR PARTICIPATING IN BID (GENERAL)**

**SECTION- I: PQR (TECHNICAL)** PQR as per attached Annexure-A

#### **Section – II : FINANCIAL**

- 1) Bidder shall submit valid Income Tax Permanent Account Number (PAN).
- 2) The Tenderer shall submit Audited Balance sheets & statements of Profit and loss along with schedule & notes for the last three financial years including upto 31/03/2016 i.e. for the financial years 2013-14, 2014-15 and 2015-16. In case Audited balance sheet is not furnished for the year 2015-16, Audited Balance sheet & statement of Profit and loss for the financial years including upto 31/03/2015 and for the years 2012-13, 2013-14 and 2014-15 may be submitted.
- 3) The average annual financial turnover shall be at least Rs. 20,00,000/- (Twenty Lakhs)(INR) for the said financial years.
- 4) Bidder should submit proof of positive net worth certificate for the last financial year as mentioned at above.
- 5) Bidder should have valid service Tax number.

Note: All documents need to be submitted along with the offer itself.

**Annexure - A****PRE - QUALIFYING REQUIREMENTS (PQR) – TECHNICAL**

The bidder who wishes to participate in the bidding shall satisfactorily establish that he fulfils the Pre-Qualifying Requirements stipulated here under.

- 1) The bidder must have executed Miscellaneous Civil Construction works including water supply and sanitary works during last 3 years ending last day of month previous to the one in which applications are invited should be either of the following:-
  - a) Three work orders of value not less than Rs 3.0 Lakhs each.
  - b) Two work orders of value not less than Rs 05 lakhs .
- 2) Following credentials are to be submitted by the bidders along with bid documents in support of meeting the pre-Qualifying requirements.
  - a) (i) Award letter/ Work Order with bill of quantities (ii) proof of value executed as mentioned at (b) below :-
  - b) Documentary evidence issued by the department as proof of value of work executed clearly indicating (i) the executed value of the work and (ii) period (giving start date and end date) during which the work has been executed, in the form of job completion with performance certificate / final deviation order / copies of measurement book (R/A bills). An department means Government Organizations / Public Sector Enterprise, Autonomous body .
  - c) Copy of PF code allotted by RPFC.
  - d) Copy of Sales Tax Registration, Service Tax Registration, STCC, works tax Registration certificate.



- e) Proofs of execution of orders value, turnover and other requirements to meet the PQR for the work, as mentioned above.
- f) Original documents for verifications shall be produced as when called for.

**NOTE:**

- a) The work "executed" means that the bidder should have achieved the progress specified in the PQR even if the total contract is not completed/ closed. The same shall be supported by documentary evidence issued by the department /organization.
- b) Other income than as specified shall not be considered for the purpose of annual turnover.

## **TECHNICAL SPECIFICATION**

1. CPVC pipes & fittings used in hot & cold potable water distribution system shall be **ISI Marked** conforming to all the requirements of IS 15778. (Latest Version)
2. CPVC pipe shall be engraved with ISI mark and CML number on every pipe length
3. The internal and external surfaces of the pipe shall be smooth, clean and free from grooving and other defects. The pipes shall not have any detrimental effect on the composition of the water flowing through it.

### **4. Measurements**

The net length of pipes as laid or fixed shall be measured in running meters correct to one cm for the finished work, which shall include CPVC pipe and fittings including plain and Brass threaded fittings and jointing solvent cement.

### **GENERAL CONDITIONS**

Name of work: The scope of contract generally covers complete civil engineering works required for providing and fixing ISI marked (with CML number) printed on each pipe length of Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings. This include fixing with clamps , jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling to finish with existing work & testing of joints complete **for leakage etc .**

#### **1 Scope of work**

1.1 The scope of contract generally covers complete civil engineering works required Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings. This included jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling to finish & testing of joints complete as per the working drawings, specifications and instructions from Engineer in Charge to contractor from time to time as broadly indicated in the bill of quantities. The contractor shall have to take the necessary precautions to safeguard against any damage to the neighboring existing structure and underground services etc. The work includes refixing of matching tiles in kitchen area where new drinking point to be installed .

1.2 The contract for the work is a complete one for labour, materials and workmanship including the use of construction

equipment, tools and tackles. The contractor shall have to make his own arrangement for all materials required for the due performance of the contract. It will be contractor's responsibility to do all the works and incidentals for quality execution and handing over to the IDSA the completed works according to the drawings, specifications and directions of the Estate Manager at contractor's cost. The contractor shall provide assembly drawings, if necessary, for approval to Estate Manager.

## 2 **Tools and plants:**

2.1 The contractor shall make his own arrangements to procure all construction plant and equipment, tools and tackles etc. for his works. In the event of the failure of contractor to bring necessary and sufficient T&Ps/, idsa will be at liberty to arrange the same at the cost of contractor including transportation cost of same from MARKET and hire charges as applicable shall be deducted from contractor's bill. Decision of IDSA in this regard shall be final and binding on contractor.

2.2 All materials, construction plants and equipments etc. once brought by the contractor within the IDSA area are not to be moved from there without the written authority from the Estate Manager . Similarly, all enabling works built by the contractor for the main construction undertaken by him, are not to be dismantled and removed without authority from the Estate Manager .

2.3 If in the opinion of the Estate Manager, the tools, tackles, plant and equipments etc. brought to site or arranged by the contractor, are not sufficient or/are inadequate, the EM shall have the right to direct the contractor and the contractor shall comply with the directions, and arrange to bring such additional tools, tackles, plant and equipment, instruments etc., to the site and employ the same for the work at his own cost.

### 3 **Materials supply:**

3.1 The Contractor shall Supply / providing CPVC pipes & fittings, solvent, cement, aggregate, sand and all other materials required for carrying out the work.

3.2 *All materials, lab testing , method of measurement , etc required for the works and under the scope of the contractor's supply shall conform to the relevant Indian Standard specification as published by Bureau of Indian Standards and shall be arranged and procured by the Contractor at his own cost. All such materials shall be subject to inspection and approval by the E.M from time to time and the Contractor shall provide all facilities for its inspection . The Engineer will reject such materials which do not conform to the specifications and no claims for compensation on this account will be entertained.*

3.5 Construction materials brought by the contractor for incorporation in the works shall be inspected and passed by the Engineer from time to time. The contractor shall provide all facilities for such inspection at his own cost. All rejected materials shall be removed from the site forth-with by the contractor at his own cost. Materials shall be got tested by the contractor at NABL approved laboratories at his own cost. The test certificates shall also be submitted alongwith .

3.6 The consumption of CPVC pipe required for the work will be calculated on the basis of approved drawings / joint measurements.

### 4 **Execution of works :**

4.1 The work shall be executed in a workman like manner and to the entire satisfaction of the Engineer and as per technical

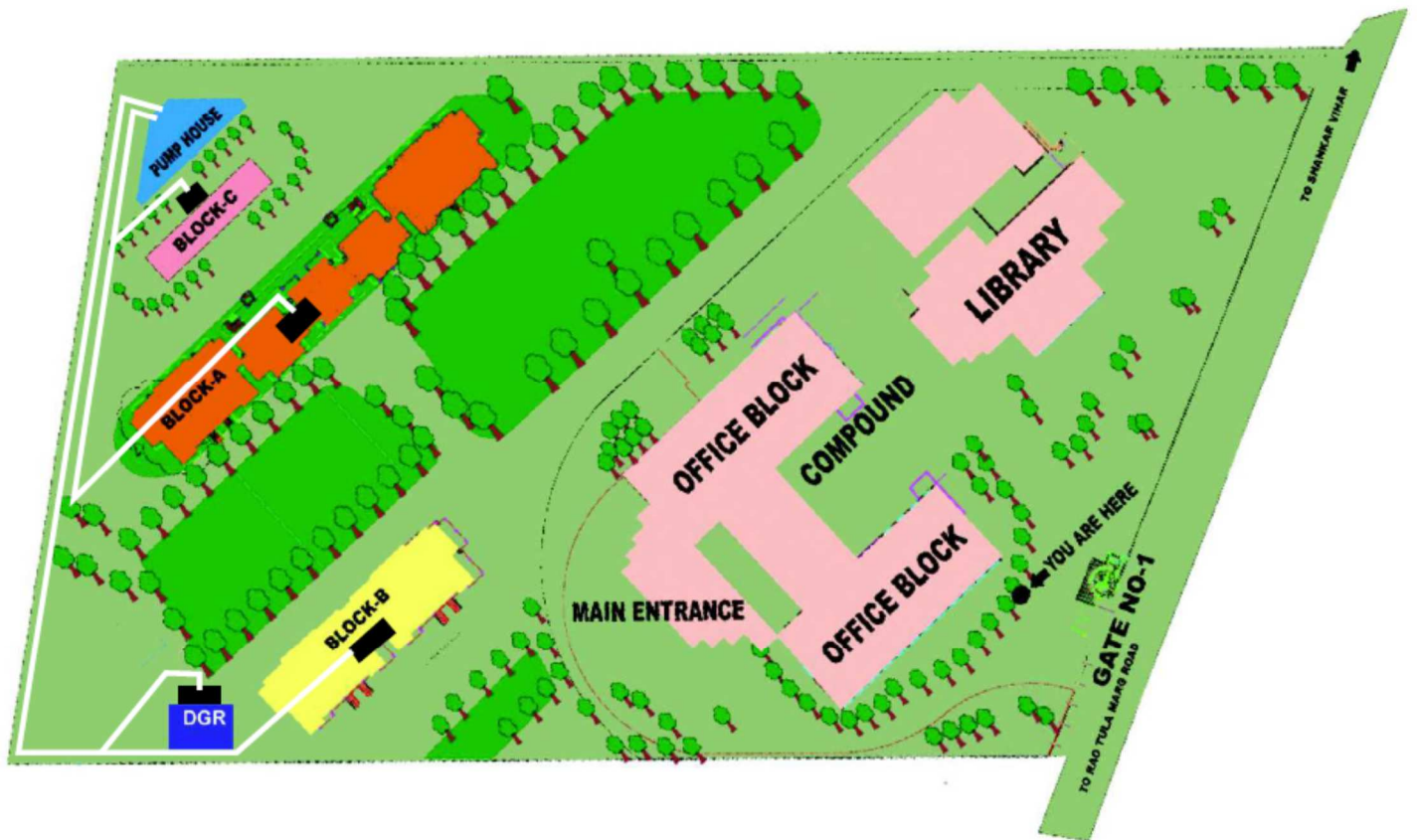
specification issued with tender, IS codes, CPWD specifications as applicable. In case of conflict, the decision of the Estate Manager shall be final & binding.

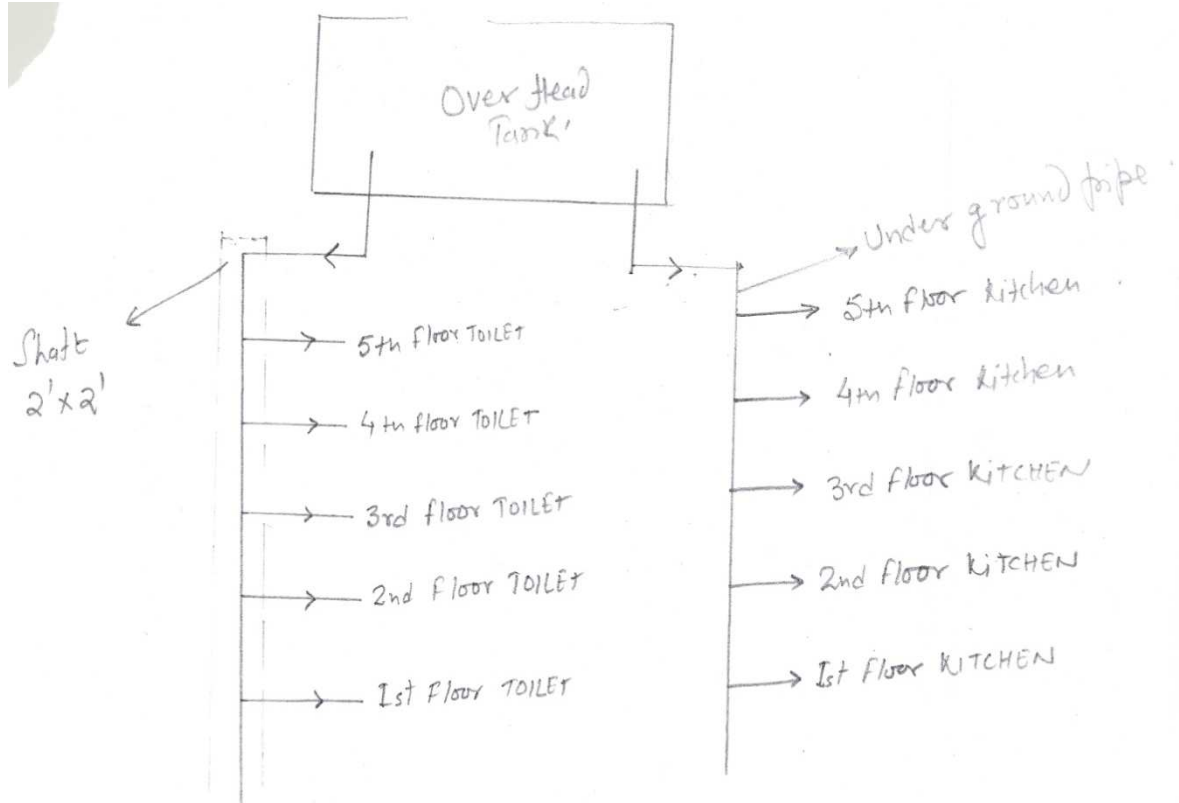
## **5 Setting out**

All the works shall be set out to the true lines, grades and elevation indicated on the drawing. The contractor shall be responsible to locate and set out the works. Only one grid reference line and benchmark all be made available for setting out the works under the contract. This reference lines shall be used as datum for the works under the contract and the contractor has to establish for his work area at available points horizontal and vertical control points. The contractor shall inform IDSA well in advance of the times & places at which he wishes to do work in the area allotted to him so that suitable datum points established by him are checked by IDSA to enable the contractor to proceed with the works. Any work done without being properly located may be removed and / or dismantled by IDSA at Contractor's expense.

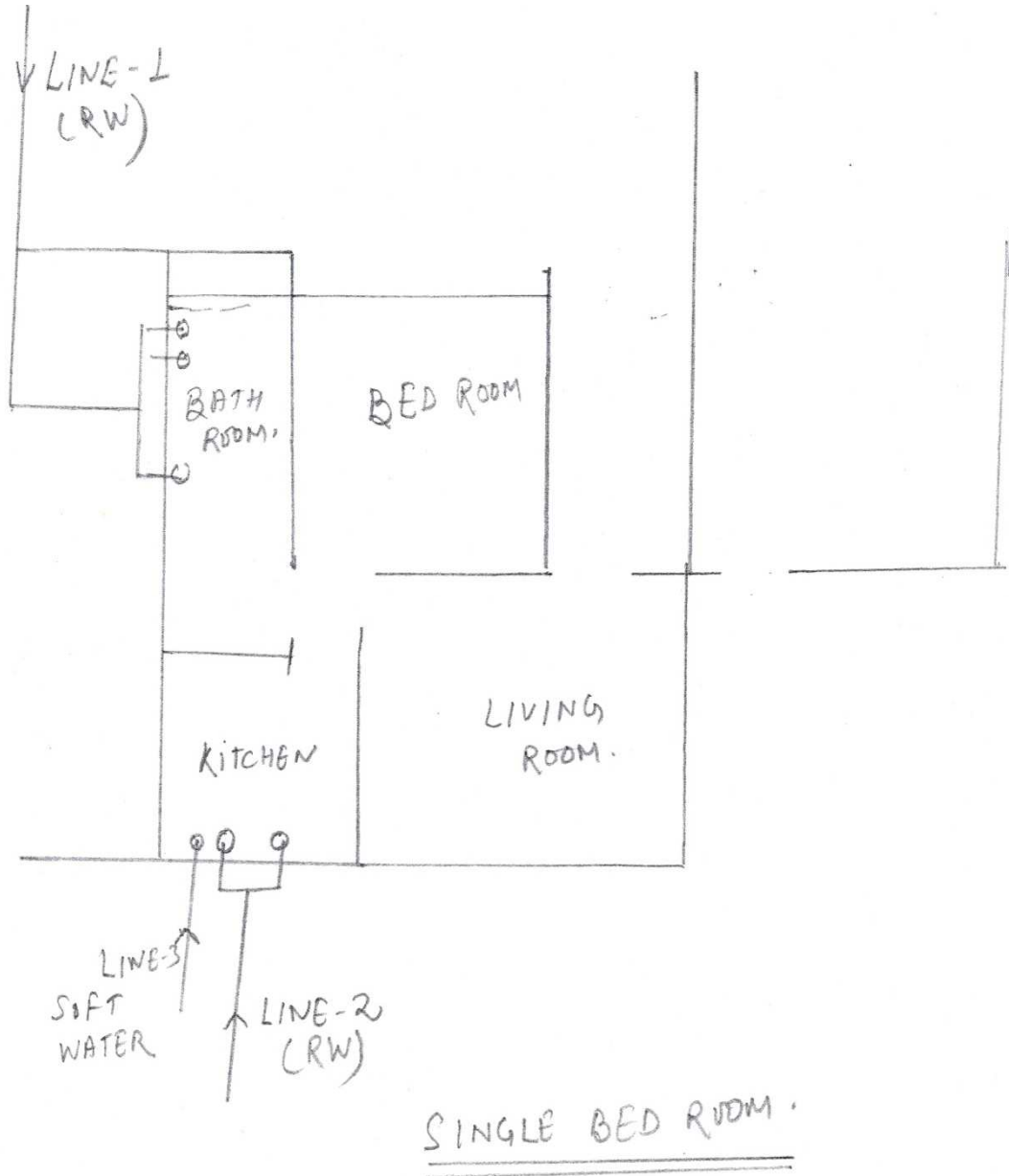
- 6 The Contract for work is complete one for labour material and workmanship including the use of construction equipment /plumbing equipment , tools and tackles . The contractor shall have to make his own arrangement for all material

## Drinking Water Pipeline Plan









## Institute for Defence Studies and Analyses

### **CERTIFICATE OF DECLARATION CONFIRMING THE KNOWLEDGE OF SITE CONDITIONS**

We.....  
*hereby declare and confirm that we have visited the project site under the  
subject  
namely,.....and  
acquired full knowledge and information about the site conditions, labour and  
material required and total work involved. We further confirm that the above  
information is true and correct and we will not raise any claim of any nature due  
to lack of knowledge of site condition.*

***Tenderers Name and Address***

*Date:  
(Signature of  
Tenderer) With  
Stamp*

## GENERAL INSTRUCTIONS TO TENDERERS

1. This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover super- scribing the name of work as given in the tender notice.
2. The tender shall be addressed to: Estate Manager , IDSA .
3. Tenders submitted by post shall be sent in " **Tender Box , SPEED POST**" and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Offers received by Telegram/telex/ Fax/ E-mail/ Internet shall not be considered unless otherwise specified in NIT.
4. **PROCEDURE FOR SUBMISSION & OPENING OF TENDERS**
  - 4.1 After the tenders have been technically & commercially examined and the necessary clarifications etc. obtained, and the tender Committee of IDSA will declared tenderer as technically Qualified then only financial bid will be opened in presence of qualified bidders. The earnest money deposit of unsuccessful bidders will be returned once the LOI is issued .
  - 4.2 No correspondence shall be entertained from the tenderers after the opening of Part-III (Price bid) of the tender.
  - 4.3 Not more than two representatives will be permitted to be present for the tender opening.(financial bid)
5. The **BEST** offer with FIRM prices as per the **PRICE SCHEDULE/PRICE FORMAT** given along with NIT shall be submitted .
6. The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission in the Drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the IDSA for clarification before the submission of the tender.
7. Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on grounds of lack of knowledge and hindrances
8. Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the Tenderer in token of complete and unconditional acceptance thereof. The information furnished shall be complete by itself.
9. The tenderer shall quote the rates in English Language and international numerals. These rates shall be entered in figures as well as in words. In

case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.

**10.** All entries in the tender shall either be typed or be written in ink. Erasure and over writings are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.

**11. QUALIFICATIONS OF TENDERERS:** Only tenderers who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work. Offers from tenderers who do not have proven and established experience in the field are not likely to be considered. Decision of the IDSA in this regard would be final.

**12. DATA TO BE ENCLOSED:** Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.

**12.1. FINANCIAL STATUS:** Financial viability as per Proforma enclosed at **ANNEXURE-`B'**

**12.2. PREVIOUS EXPERIENCE :** A statement giving particulars (duly supported by documentary evidence) of the various service rendered in progress for each similar works by the tenderer indicating the particulars and value of each work, the site location, the duration, date of completion etc., strictly as per Proforma enclosed at **ANNEXURE-C.**

**12.3 ORGANISATION CHART :** The organization pattern that are totally available with him and that will be employed by the tenderer for this work in the form of month wise and category wise deployment plan duly indicating the number of Engineers, Supervisors, skilled and unskilled workers etc., as per Proforma enclosed at **ANNEXURE-`D'.**

**12.4** An attested copy of the **Power of Attorney**, in case the tender is signed by an individual other than the sole Proprietor, shall also be attached.

**12.5 IN CASE OF AN INDIVIDUAL:** His full name, experience, address and nature of business.

**OR**

**IN CASE OF PARTNERSHIP FIRMS:** The names of all the partners with addresses and their experience. A copy of the partnership deed/ instrument of Partnership duly certified by a Notary Public shall be enclosed.

**OR**

**IN CASE OF COMPANIES :** Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried or by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.

- 12.6** A list of tools and tackles (including cranes, tractor-trailers, winches, Derricks, welding sets etc., wherever applicable) that the tenderer is having and those that will be deployed on this job
- 12.7** In additions to the above, the particulars required elsewhere in tender documents.
- 12.8** Checklist and schedule of general particulars duly filled in, signed and stamped as per **ANNEXURE-'E'**.

**NOTE :-** In terms of clauses above, all the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped in the given formats only (in the form of separate sheets ) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proofs wherever necessary also need to be enclosed.

**13 EARNEST MONEY DEPOSIT (EMD):** Every tender must be accompanied by the prescribed amount of EMD. EMD shall be in the form of Pay Order or Demand Draft in favour of IDSA, , Payable at New Delhi. Bids not accompanied by the requisite EMD in a separate sealed envelope or bids accompanied by EMD of inadequate value shall not be entertained and in such cases, bids shall be returned to the bidders without being opened.

**13.1.** The EMD shall be returned to the unsuccessful bidders after placement of LOA .

**13.2.** The EMD of the successful bidder will be returned without interest when the bidder has furnished the required amount of Security Deposit.

**13.3.** The EMD may be forfeited :

1. If the bidder withdraws the bid during the period of bid validity specified by the bidder in their bid
2. If the bidder does not accept the correction of its Bids Price (resulting from the arithmetical errors) as per provision in the Price Bid / Schedule of Prices.
3. If the bidder does not withdraw any deviation at the cost of withdrawal indicated by him.

4. In the case of a successful Bidder, if the bidder fails within the specified time limit to furnish the Security Deposit.

**14. AUTHORISATION AND ATTESTATION:** Tenders shall be signed by persons duly authorized / empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.

**15. VALIDITY OF OFFER:** *THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A MINIMUM PERIOD OF SIX MONTHS FROM THE DATE OF OPENING OF TENDERS.* In case IDSA calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

**16. EXECUTION OF CONTRACT:** The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by IDSA. The successful tenderer shall be required to execute an agreement with the IDSA within 30 days from date of LOA after the acceptance of his tender.

**17. SECURITY DEPOSIT:** Upon acceptance of tender, the successful tenderer must deposit 10% of Quoted amount as security deposit before start of work. The EMD of successful bidder may be adjusted as security deposit.

**17.1** The Security Deposit may be furnished in any one of the following forms:-

- a) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in Companies Act. All the BGs are to be submitted as per IDSA
- b) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in Companies Act. The FDR should be in the name of the contractor, A/C IDSA, duly discharged on the back.
- c) EMD of the successful tenderer can be converted and adjusted against the security deposit.

**17.2.** Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.

**17.3** The validity of the Bank Guarantee furnished towards Security Deposit under (e) above shall be up to the period of completion of work as stipulated in the Letter of Intent + 1 month and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period.

**17.4** If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced

and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.

**17.5** Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money Deposit and Cancellation of the award of work.

**17.6** If any part of Security Deposit of the Contractor is held in the form of approved securities, it shall be kept transferred in the name of IDSA, New Delhi, in such a manner that the same can be realized fully without referring to the Contractor. IDSA shall not be responsible for any depreciation in the value of the Security while in IDSA's custody or for any loss of interest thereon.

**17.7** IDSA reserves the right of **forfeiture of Security Deposit** in addition to other claims and penalties in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. IDSA reserves the right to set off the Security Deposit, against any claims of any other contracts with IDSA

**17.8 RETURN OF SECURITY DEPOSIT :** If the contractor fully performs and completes the work in all respects to the entire satisfaction of IDSA and presents an absolute "**No Demand Certificate**" in the prescribed form and returns properties belonging to IDSA taken, borrowed or hired by him for carrying out the said works, Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to IDSA under this contracts but this exercise as mentioned will be carried out after completion of Guarantee period (one year after Completion date )

**18.No interest** shall be payable by IDSA on Earnest Money Deposit, Security Deposit or on any moneys due to the contractor.

## **19. REJECTION OF TENDER AND OTHER CONDITIONS:**

**19.1.** The acceptance of Tender will rest with IDSA which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

- a) To reject any or all of the tenders.
- b) To split up the work amongst two or more Tenderers.
- c) To increase or decrease the quantities.
- d) To award the work in part.
- e) To reject any commercial or technical deviation given in the offer.
- f) To pre-pone/post-pone the date of opening for the tender with due

Communication to the tenderers well within time.

- g)** In either of the contingencies stated in (b) and (c) above to modify the time for completion suitably.

- 19.2** Standard pre-printed conditions of tenderer attached to the offer will not be accepted and only those in the body of the offer will be considered.
- 19.3** Conditional and un-witnessed tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 19.4** If a tenderer expires after the submission of his tender or after the acceptance of his tender, IDSA may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, IDSA may cancel such tender at its discretion unless the firm retains its character.
- 19.5** IDSA will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. IDSA may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 19.6** If the tenderer gives wrong information in his tender, IDSA reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/ Security Deposit/ any other moneys due.
- 19.7** Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.
- 19.8** Should a tenderer or contractor or in the case of a firm or Company of contractors/ one or more of its Partners/ share holders / Directors have a relation or relations employed in IDSA, the authority inviting tender shall be informed to the fact along with the offer, failing this IDSA may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit
- 19.9** The successful tender shall not sub-contract the part or complete work detailed in the tender specification without written permission of IDSA. The tenderer is solely responsible to IDSA for the work awarded to him.
- 19.10 NO DEVIATIONS** to the tender conditions will normally be accepted. however, if the tenderer insists for certain deviations to the conditions, financial implication thereof shall be loaded to the quoted price for evaluating the tenderer's offer.



## 20. COMMENCEMENT AND COMPLETION OF WORK

- 20.1 The contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay.
- 20.2 If the successful tenderer fails to commence the work within the stipulated time, IDSA, at its sole discretion, will have the right to cancel the contract. His Earnest Money and/ or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of IDSA's other rights and remedies in this regard.
- 20.3 All the works shall be carried out under the direction and to the satisfaction of IDSA.
- 20.4 The transported equipment erected /constructed plant or work performed under the Contract, as the case may be, shall be taken over when it has been completed in all respects and/or satisfactorily put into operation at site.

## 21. MEASUREMENT OF WORK AND MODE OF PAYMENT

- 21.1 All payments due to the contractor shall be made by 'Account Payee' Cheques./RTGS
- 21.2 These measurement sheets will be checked by the Engineer and quantities and percentages eligible for payment under different groups shall be decided by him.
- 21.3 **Measurement Book and signed by both the parties.**
- 21.4 Based on the above quantities, contractor shall prepare the bills in the prescribed Proforma and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made by IDSA after effecting the recoveries due from the contractor.

22. Measurement shall be taken jointly by persons duly authorized by IDSA and the Contractor.

23. The Contractor shall bear the expenditure involved, if any, in making the measurements and testing of materials to be used/ used in the work. The Contractor shall, without extra cost to IDSA, provide all the assistance with appliances and other things necessary for measurement.

24. If, at any time due to any reason whatsoever, it becomes necessary to re-measure the work done, in full or in part, the expenses towards such re-measurement shall be borne by the Contractor.

24.01 ***Passing of bills covered by such measurements does not amount to acceptance by IDSA of the completion of the work***

***measured. Any left out work has to be completed by the Contractor, as directed.***

**24.02** Final measurement bill shall be prepared in the Proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respects to the entire satisfaction of IDSA. The Contractor shall give unqualified 'No Claim' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to IDSA. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within eight weeks after completion of the work

**25. RIGHTS OF IDSA:** IDSA reserves to itself the following rights in respect of this contract without entitling the contractor to any compensation.

**25.1** To get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract, poor quality of work, persistent disregard of instructions of IDSA, assignment, transfer, subletting of the contracted work without written permission of IDSA, non-fulfillment of any contractual obligations etc. and to claim / recover compensation for such losses from the contractor including IDSA's supervision charges and overheads from Security Deposit/ other dues.

**25.2** To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of :

- a)** Contractor's continued poor progress.
- b)** Withdrawal from or abandonment of the work before completion of the work.
- c)** Corrupt act of the contractor.
- d)** Insolvency of the contractor.
- e)** Persistent disregard of the instructions of IDSA.
- f)** Assignment, transfer, subletting of the contract work without IDSA's written permission.
- g)** Non-fulfillment of any contractual obligations.

- 25.3** To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.
- 25.4** To claim compensation for losses sustained including IDSA's supervision charges and overheads in case of termination of contract and to levy liquidated damages for delay in completion of work, at the rate of 1/2% of the contract value per week of delay or part thereof subject to a ceiling **of 10% of the contract value.**
- 25.5** To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case IDSA's contract with its customer is terminated for any reason.
- 25.6** To effect recoveries from any amounts due to the contractor under this or any other contract or in any other form the moneys which IDSA is forced to pay to anybody due to contractor's failure to fulfill any of his obligations.
- 25.7** To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.
- 25.8** To deploy IDSA's skilled and semiskilled workmen in case of emergency / poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.
- 25.09** While every endeavor will be made by IDSA to this end, IDSA cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be entitled to any compensation/ extra payment on this account.
- 25.10** In the event of any dispute of technical nature, the decision of IDSA shall be final and binding on the Contractor.

## **26. RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.**

- 26.1** The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.:
- 26.2** The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations, etc., such as The payment of

wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Employer's Liability Act, The industrial Disputes Act, The Employees' Provident Fund Act, Employees' State Insurance Scheme, the Contract Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.

- 26.3** The Contractor, in the event of his engaging 20 or more workmen, will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate (Form-V) issued by the principal employer/customer.
- 26.4** The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case IDSA is forced to make any such payment, NBPPL shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.
- 26.5** The contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the contract.
- 26.6** The contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- 26.7** The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 26.8** The contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them
- 26.9** It shall not be obligatory on the part of IDSA to supply any tools and tackles or materials other than those specifically agreed to be given by IDSA. However, depending upon availability / possibility, IDSA's equipment and other materials may be made available to the contractor on payment of hire charges as fixed by them, subject to the conditions laid down by IDSA from time to time. Unless paid in advance, such hire and other charges shall be recovered from out of dues to the contractor or security deposit in one installment.

- 26.10** In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.
- 26.11** Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to IDSA.
- 26.12** The contractor shall execute the work under the conditions usual to such power plant/manufacturing plant construction and in conjunction with numerous other operations at site.
- 26.13** The contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to IDSA, if called for.
- 26.14** In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 26.15** No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.
- 26.16** ***No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.***
- 26.17** The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by IDSA .
- 26.18** Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems / disputes shall be separately discussed and settled without affecting the progress of work. Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of work of contract and dealt with accordingly.
- 26.19** The contractor shall keep the area of work clean and shall remove the debris etc. While executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.

**26.20** he contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.

**26.21** The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date wise and category wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.

## **27.RESponsibilities Of Contractor In Respect Of Safety Of Men, Equipment, Material And Environment.**

**27.1** All safety rules and codes applied by IDSA shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment / material and work to be performed by him and shall maintain all lights, fencing guards, signs etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent pilferage, accidents, fire hazards etc. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials, construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per usual standards and practices.

**27.2** The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized IDSA officials.

- a) Safety Helmets
- b) Safety Belts
- c) Safety shoes
- d) Eye & Face Protection devices
- e) Hand & body protection devices .

**27.3** All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use

and from time to time as instructed by authorized IDSA official who shall have the right to ban the use of any item.

- 29.4** Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosives Act, petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Government of India etc. Prior approval of the authorized IDSA official at the site shall also be taken by the contractor in all such matters.
- 29.5** The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.
- 29.6** In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the contractor, the victim and / or his / her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, IDSA shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his / her dependents. Before imposing any such penalty, appropriate enquiry shall be held by IDSA giving opportunity to the contractor to present his case.
- 29.7** In case of any damage to property due to lapses by the contractor, IDSA shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquiry.
- 29.8** In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, IDSA shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
- 29.9** If the contractor fails to improve the standards of safety in its operation to the satisfaction of IDSA after being given reasonable opportunity to do so and / or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized IDSA official, IDSA shall have the right to take the corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by IDSA .

- 29.10** The contractor shall submit report of all accidents, fires, property damage and dangerous occurrences to the authorized IDSA official immediately after such occurrence, but in any case not later than 12 hours of the occurrence. Such reports shall be furnished in the manner prescribed by IDSA. In addition, periodic reports on safety shall also be submitted by contractor to the authorized IDSA official from time to time as prescribed.
- 29.11** During the course of construction, alteration or repairs scrap lumbars with protruding nails, sharp edges etc., and all other debris including combustible scrap shall be kept cleared from working areas, passage ways and stairs in and around site.
- 29.12** All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the contract.
- 29.13** Before commencing the work, the contractor shall appoint /nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of IDSA.

## **28. CONSEQUENCES OF CANCELLATION**

- 30.1** Whenever IDSA exercises its authority to terminate the contract / withdraw a portion of work , the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to IDSA. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by NBPPL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.
- 30.2** In case IDSA completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and / or labour provided by IDSA with an addition of such percentage to cover supervision and establishment charges as may be decided by IDSA.

## **29. INSURANCE**

- 31.1** It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The contractor shall



also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of IDSA in the Project Area which is in force from time to time will be followed by the contractor.

- 31.2** If due to negligence and/or non-observance of safety and other precautions, any accident / injury occurs to any other persons/ public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 31.3** The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss till the same is taken over by IDSA. For lodging / processing of insurance claim the tractor will submit necessary documents. IDSA will reserve the right to recover the loss from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to IDSA for taking up with insurance.
- 31.4** If due to negligence/ carelessness on the part of the contractor, any material/ equipment get damaged, the contractor shall submit necessary documents for lodging insurance claims as required by IDSA Engineer. IDSA shall however reserves the right to recover deductible franchise and also unsettled portion of insurance claim amount from the contractor.

### **30.FORCE MAJEURE**

- (i) The following shall amount to force majeure conditions. Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the contractor has no control.
- (ii) If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to IDSA in writing the causes for the delay but the Contractor shall not be eligible for any compensation on this account.

- 31.GUARANTEE** Even though the work will be carried out under the supervision of the Engineer, the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of twelve months from the date of completion of *all* work as *per* LOA and certified by the Engineer, and shall rectify, free of cost to IDSA , all

defects arising out of faulty erection during the guarantee period starting from the date of completion of rectification. In the event of the contractor failing to repair the defective works within the time specified by the Engineer, IDSA may proceed to undertake the repairs of such defective works at the contractor's risk and cost, without prejudice to any other rights and recover the same from out of any moneys payable to the contractor or by other legal means.

**32. ARBITRATION :** All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after 30 days advance written notice by either party to the contract to the other party, be referred to sole arbitration of the Assistant Director or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason Assistant Director or his nominee shall appoint another person to act as an arbitrator in accordance with the terms of agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessor. Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration proceedings shall be the office of the Assistant Director or his nominee, New Delhi, or such other places as the arbitrator may decide.

### **33. Safety code**

*33.1 Safety at work site must be maintained as per relevant norms of IDSA . The instruction from Engineer -in-charge must be followed to ensure safe completion of all the works.*

*While carrying out the works the contractors should be provide for:*

- 33.2.        (a)    *Safety of personnel engaged on the construction.*  
               (b)    *Protection and safety of works during their progress.*  
               (c)    *Sanitary and hygienic condition of working and living for his workers, as per labour regulations.*

**33.3**        *However, emergency First Aid facilities as available at IDSA office, can be utilized in case of emergency on chargeable basis*

### **34 Drawings and documents**

- 34.1** Necessary drawings / documents by IDSA to carry out the work will be furnished to the contractor by IDSA (except those proposed to be prepared by contractor, as mentioned in this contract, if any) on loan which shall be returned to IDSA Engineer at site after completion of work. Contractor shall ensure safe storage and quick retrieval of these documents
- 34.2** The construction of the works shall be taken up on the basis of construction drawings which shall be issued by IDSA.

### **35. Delay and extension of time**

**35 .** The Contractor shall not be allowed any time extension of completion except in the following cases:

- a. Force majeure conditions viz.,
    - (a) War hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection of military or usurped power, or civil war .
    - (b) Riot , commotion, disorder, unless solely restricted to employees of the Contractor or his subcontractors and arising from the conduct of the works.
    - (c) Contamination by radio activity from any nuclear fuel, or from any nuclear waste radioactive toxic explosive.
    - (d) Flood, tornadoes, earthquakes and land slides. Cyclone.
  - b. The contractor's work held up for not being given possession of or access to the site by the employer.
  - c. Any court order restraining the performance of the contract
  - d. Delay in design and drawings issue by the employer, other than the Contractor's design and drawings.
  - e. Any operation of the forces of nature.
  - f. Strike, lockouts at the plant area as a whole. Strike and other labour problem of the contract alone will not be eligible for extension.
  - i) Delayed supply of materials by employer falling in his scope of supply.
  - ii) Additional scope of work entrusted of high magnitude
  - iii) Breakdown of heavy equipment issued by the employer for a period more than seven days.
- 36** Any other circumstance of any kind whatsoever which may occur making the contractor entitled to an extension of time which, however, shall be in the absolute discretion of IDSA. By reason of any other cause, which in the absolute discretion of the Engineer is beyond the Contractor's control, then in any such case, the Engineer (or higher authority) may make fair and reasonable extension in the completion dates of the individual items of work or the Contract as a whole. Such extension, which will be communicated to the

*Contractor by the Engineer in writing, shall be final and binding on the Contractor. No other claim in this respect for compensation or otherwise howsoever is admissible. Upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the Engineer to proceed with the work.*

*The Contractor, upon happening of any such event shall immediately present the case. The request for extension of time shall be submitted by the Contractor in writing and based on the merit the case shall be considered.*

### **37 Time Schedule**

**37.1.** *The time schedule for completion of the works shall be 4 months from the date of LOI*

**37.2** *In case due to reasons not attributable to the contractor, the work gets delayed and scheduled completion gets extended, time extension will be granted by IDSA but in no case over run compensation will be payable.*

### **38 Price**

**38.1.** *The contracted price shall be firm & fixed except statutory variation in taxes and duties till completion of the work in all respect and no escalation in prices on any other account shall be admissible to the contractor.*

**38.2** *The quoted price shall include all taxes and duties (except service tax). Service tax shall be quoted separately in the bill of quantities and price schedule.*

**38.2** *The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, misc. charges, deposits, duties, tools, royalties, commissions or other charges which may be levied on the input goods and services delivered in course of his operations in executing the contract. In case NBPPL is forced to pay any of such taxes, IDSA shall have the right to recover the same from his bills or otherwise as deemed fit.*

### **39 Evaluation of offers**

**39.1.** *Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under this specification shall be covered within the quoted / finally accepted rates.*

**39.2** *The Tenderer shall quote the prices/rates for entire scope of work as per the rate schedule only, in part III - price bid. Conditional price bids or price bids with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.*

- 39.3** *Quantities mentioned in the rate schedules are approximate only and liable for variation both on positive and negative sides. The tentative contract value (CV) for entire scope of work shall be calculated as per finally quoted / accepted item rates & the quantities indicated in Rate Schedule cum BOQ.*
- 39.4** *Comparison of the prices & determination of lowest bidder shall be as per Price Schedule for the complete scope on the basis of cost at site that is total cost to IDSA taking into consideration loading if any and all available financial advantage.*
- 39.5** The grand total price of all the items in BOQ shall be the basis for deciding the lowest bidder. Refer- Bill of Quantities and price schedule.
- 39.6** The mode of measurement shall be according to IS:1200 (latest version) to the extent not rendered in- applicable by the specific provisions of this contract.
- 39.7** Measurement of work completed shall be done by the Contractor and submitted to IDSA for checking and approval. For this purpose, Contractor shall submit hard copies as well as a soft copy in the CD containing abstract & detailed measurement sheets of the bill. The measurement sheets and the bill will be checked and approved by IDSA for further processing, or returned to the Contractor for correction and resubmission. The certificate of Engineer regarding such approval and passing of sums shall be final and conclusive against the Contractor.
- 39.8** The abstract of the measurements and RA bill shall be entered in IDSA. Measurement Book and signed and dated by both parties as per the provisions of the General Conditions of Contract.
- 39.9** Payment will be made after satisfactory Completion of work , No part payment /Running payment t will be released to contractor under any circumstances .
- 39.10** The Institute reserves the right to recover/enforce recovery of any overpayments detected after the payment as a result of post payment audit or technical examination or by any other means ,not withstanding the fact that the amount of disputed claims, if any ,of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not.
- 39.11** No mobilization advance will be given.

40. Even though the work will be carried out under supervision of IDSA, the contractor will be responsible for the quality of workmanship, quality of material/ items.

- 40.1** The contractor shall guarantee the work executed under the scope of the contract for a period of 12 months from the date of completion the

contracted shall rectify free of cost all defects due to faulty supply or work done. In case the contractor fails to repair / replace the defective works within the time specified by the engineer, IDSA may proceed to undertake the repairs/replace such defective works at contractor's risk and cost without prejudice to any other rights and recover the same from security deposit/ other dues.

**41. Payment Terms : -**

- 41.1 : 50% payment ( of quoted Amount) will be released after Completion of work in 2 blocks A&C subject to entire satisfaction of IDSA .**
- 41.2 . 40% payment ( of the Quoted Amount )will be released after block B & DG's Residence .**
- 41.3 Balance 10% payment will be released after satisfactorily running the system for 3 months .**
- 41.4 ; Security deposit will be released after Completion of defect liability / Guarantee period ( 12 months after date of completion)**

**ANNEXURE-B****FINANCIAL VIABILITY**

1. Owner's capital in the business (incase of Partnership, please mention percentage shares and amounts).
2. Quantum of business done during last three financial years.
  - i) Rs.
  - ii) Rs.
  - iii) Rs.
3. Value of fixed Assets of the business in last three years.
  - i) Rs.
  - ii) Rs.
  - iii) Rs.
4. Guarantee limits (if any) enjoyed by the firm.
5. Over draft limits (if any) enjoyed by the firm.
6. Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no. of sheets).
7. Certificate from Scheduled Bank to prove Contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys.

(Signature of tenderer)  
With Stamp

**NOTE:**

All the above documents should be duly certified by auditors/ Bank as may be applicable.

**ANNEXURE – C**

Analysis of Similar Jobs Executed /In Progress						
Sl	Agency by whom awarded	Location of the Project	Capacity & Unit Nos.	Scope of work & Tonnage	Date of Award	Contract Value
1	2	3	4	5	6	7

% of work Completed & due date for completion	Date of completion, If job is already over	No. of Skilled/ Unskilled workers deployed at peak	No. of Engrs. & Supervisors deployed at peak	Details of major T&P like cranes,tractors,trailers, welding M/c., winches etc.	Consumables By whom supplied whom
8	9	10	11	12	13

(SIGNATURE OF TENDERER)  
WITH STAMP

1. Attach Documentary proof in support.



**ANNEXURE – D****DECLARATION SHEET**

I, -----hereby certify that, all the information and data furnished by me with regard to this Tender Specification No.----- are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I, further certify that I am the duly authorized representative of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

I also certified that I/our firm has never been blacklisted /debarred/delisted from any government organization . I also certified that our has never been put on holiday list .

Tenderer's Name & Address

Authorized representative's signature with name and address.

**CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS****ANNEXURE – E**

NOTE: Tenderers are requested to fill in the following details and no column should be left blank

1. Name and address of the tenderer
2. Telegraphic/ telex address
3. Phone No. (Office)/ Fax No.
4. Name & designation of the official of the tenderer to whom all references shall be made.
5. Tenderer's proposal No. & date
6. Whether EMD submitted (By cash/Pay order / bank draft) by.....
7. Validity of offer/ rates quoted for six months from the date of opening of tender Yes/No
10. Details of experience as per clause 11.3 (in the format as per Annexure-B) Yes/No
- C) Yes/No
12. Attested copy of power of attorney Yes/No
13. Details about type of the firm as per clause Yes/No
14. Status of T&P and month wise deployment plan as per clause 11.7 (in the format as per Annexure-) Yes/No
15. Declaration sheet as per clause 11. 09 (in the format as per Annexure-F) Yes/No

Date \_\_\_\_\_  
(SIGNATURES WITH FULL  
PARTICULARS)

(SIGNATURE OF TENDERER)

**FINANCIAL BID**

S. NO	Description	Quantity	Rate ( Rs)/Unit	Amount (Rs)
1.	Providing & fixing Chlorinated Polyvinyl Chloride (CPVC ) pipes having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints for leakage and complete including fixing of tiles with existing matching , complete or as per direction of Estate Manager.			
a)	20 mm nominal outer dia pipes	1200 RM		
b)	25 mm nominal outer dia pipes	300 RM		
c)	50 mm nominal outer dia pipes	600 RM		
2.	Making connection in kitchen including providing & fixing of new bib cock including fixing of tiles of all complete. (make	80		

	Hindware, Parko or equivalent) As approved by Engineer			
3	Providing & fixing CPVC gate valve like Zoloto or Equivalent as approved by Engineer			
a)	25 mm nominal bore	80		
b)	50 mm nominal bore	7		
4	Laying pipe underground by cutting road of size 150 X 150 mm and finish the same and making smooth & matching with existing Road	50 RM		
5	Dismantling GI pipes (external work) including excavation and refilling trenches after taking out the pipes, manually by mechanical means including stacking of pipes within 50 metres lead as per direction of Estate Manager			
a)	15 mm to 40 mm nominal bore	1500 RM		
b)	Above 40 mm nominal bore	600 RM		
Grand Total				

Grand Total Amount in words:

The rates should be inclusive of transportation, VAT, all other taxes except service tax. Price bid must be separately sealed in another envelope. Open price bids will not be entertained.

Signature of Bidder

Name of bidder

With Stamp / Date