

Tender Notice No. NIDJ/2023-24/ESTATE/ELECT/0024

Dated: 17-04-2023



राष्ट्रीय डिज़ाइन संस्थान, असम
National Institute of Design, Assam

Tender Document

For

“Providing and fixing of lightning conductor and Extra Earth pits in different location inside NID, Assam Campus.”

Name of Work

“Providing and fixing of lightning conductor and Extra Earth pits in different location inside NID, Assam, Campus.”

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Notice Inviting tender.

Director, National Institute of Design, Assam invites Open tender from the **agencies** registered as Electrical Contractor with APDCL/ CPWD /MES/STATE PWD (Assam) for OR ANY OTHER RECOGNISED GOVERNMENT ORGANIZATION for the work of " **Providing and fixing of lightning conductor and Extra Earth pits in different location inside NID, Assam Campus.** "Sealed Documents are to be submitted Offline to Chief Administrator Officer, NID Assam, Vill- Tocklai, PO-Rajabari, Jorhat, Assam-785014 before the prescribed date and time.

Brief Details of Work:

Sl. No	Name of Work and Location	Estimated Cost Put to Tender	EMD	PBG	Time of Completion	Tender Inviting authority
1	"Providing and fixing of lightning conductor and Extra Earth pits in different location inside NID, Assam Campus."	Rs 4.8 Lac	Rs 9600/- i.e., 2% of estimated cost	5% Contract Value	20 days for Completion of work	Director

CRITICAL DATE SHEET:

Dates & Time For: -	: Date and Time
Bid Document Publishing Date	: 17.04.2023
Bid Submission Start Date	: 18.04.2023
Bid Submission End Date	: 02.05.2023
Last date of sending query through email related to the Bid documents and Scope of work.	: 26.04.2023
Last date of physical submission of documents as specified in tender document (Super scribing Name of Work, NIT/ and Date/Time of Opening) in separate sealed envelope to the TIA with complete postal address.	: 02.05.2023 up to 02:00 P.M
Name and address of the bidders must be mentioned on the bottom of the envelope failing which the bid document is liable for rejection.	
Date of Opening of Technical Bid	: 02.05.2023 03:30 P.M
Date of Opening of Financial Bid	: Would be informed later to technically Qualified Bidders.
Details of Submission of Hard Copies	: Chief Administrator Officer National Institute of Design, Assam Vill- Tocklai, PO-Rajabari Jorhat, Assam-785014

ELIGIBILITY CRITERIA:

The agency must fulfil the criteria mentioned below.

Technical: -

The agency should have experience of having successfully completed similar works in Central Govt./ State Govt. / Semi Govt. or with reputed Public/Reputed private Limited companies during the last 1 year.

Three similar works costing not less than the amount equal to 40% of the estimated cost of the tender.

OR

Two similar works each costing not less than the amount equal to 40% of the estimated cost of the tender.

OR

One similar work costing not less than the amount equal to 40% of the estimated cost of the tender.

Similar work means “The work involves the following activities-

“Providing and fixing of lightning conductor, Earth Pits, Testing Commissioning of different Electrical Equipment’s and works mentioned in the electrical contractor licenses issued by CEIA (Chief electrical inspector cum advisor).”

Applications from consortium/Joint venture shall not be accepted. Joint venture/Consortium experience shall not be considered. Experience of only the bidding entity as a prime contractor shall be considered. A job executed by a bidder for his own or project of their sister concern/ Group Company shall not be considered as experience for the purpose of meeting requirement of experience criteria.

GENERAL DOCUMENTS TO BE PROVIDED: -

1. Copies of award letter/ Contract/Work Orders in support of execution of similar nature of work. / Installation/Commissioning Report.
2. Completion certificate along with performance Certificate and payment certified copy or any other document evidencing value of completed portion of work to be submitted, giving of work, value of works, completion period etc. Completion Certificate from Central Govt./ State Govt. / Semi Govt. or with reputed Public Limited companies will only be accepted.
3. Copy of GST certificate and PAN Card.
4. That the credential or any other Papers submitted is incorrect / manufactured / fabricated, in such case(s) tender will not be considered for evaluation and that Tender Documents will be out rightly rejected without any prejudice.
5. Before issuance of the work order, the Tender Inviting Authority may verify the credential & other Documents of the lowest tenderer if considered necessary. After verification, if it is found that such documents submitted by the **lowest tenderer** are either manufactured or false in that case, a work order will not be issued in favor of the tenderer under any circumstances.
6. **Penalty for suppression / distortion of facts:** If any tenderer fails to produce the original hard copies of any documents on demand of the Tender Inviting Authority within a specified time frame or if any deviation is detected in the original hard copies from the submitted Xerox copies or if there is any suppression of documents, such tenderer may be suspended from participating in the tenders for 3 (three) years. Besides, NID, ASSAM may take appropriate legal action against such defaulting tenderer.
7. **Guiding schedule of rates:** Schedule of rates of as per Market rate analysis has been considered.
8. Performance Security in the form of Bank Guarantee @ 5% of Contract value from any Nationalized / Scheduled Bank in the prescribed format of NID, ASSAM to be deposited within 7 days from issue of Letter of Acceptance, failing which their order shall be cancelled. The Performance Bank Guarantee shall be kept up to the end of successful completion of work.

9. The bidder shall have to pay the **Earnest Money Deposit of 2% of the Estimated value by demand draft/Pay Order/Banker's cheque** drawn in favor of "**National Institute of Design, Assam**" payable at Jorhat from any Nationalized/Schedule Bank.
10. Bidders with MSME or NSIC certificate are exempted from submission of EMD.
11. For unsuccessful tenderer, EMD shall be refunded within 30 days without interest after the decision to award the work is taken. EMD shall be forfeited if any tenderer withdraws their offer before finalization of the tender.
12. Earnest money of the successful tenderer shall be refunded on receipt of Performance Guarantee submitted on award of work.
13. Tenderers should quote as per the Price Bid format and in the allotted space only. Prices bids not received in prescribed format will be liable for rejection.
14. The acceptance of Tender and award of contract (AOC) to one and more than one Contractor, if considered necessary, will rest with the Employer who does not bind himself to accept the lowest Tender and will reserve to himself the authority to accept a Tender in whole or in part or reject any or all the Tenders received without assigning any reasons thereof and no explanation can be demanded for the cause of rejection of Tender by any Tenderer, neither any claim whatsoever on this score is tenable.
15. **Bid Validity:** The Tenders shall be valid for a period of **04 (four) months i.e., 120 days** from the date of opening of the Price bid or any extension thereto.
16. Tender documents in which the Tender is submitted by a Tenderer shall become the property of the Employer and the Employer shall have no obligation to return the same to the Tenderer.
17. NID, ASSAM reserves the Right: To postpone/change/cancel the above-mentioned date, modify the terms and conditions include new items and conditions, split, and distribute the work amongst more than one agency etc. in the interest of the Project(s)/ Company, without assigning any reason thereof.
18. To ask for further Clarifications etc., as, and when required.
19. To cancel the Advt./ Enlistment of the Agency against the above Notice, anytime without assigning any reason for which no claim on any ground shall be entertained.
20. To verify the particulars furnished by the tenders independently, if any information furnished by the tenderer is found incorrect at any stage, the agency shall be liable to be debarred from tendering/cancellation of order including imposition of penalty or any other action is deemed necessary.
21. To accept or reject any or all the applications received, at its own discretion, without assigning any reasons thereof for which no claim on any ground shall be entertained. EOI's in which additional conditions put forth by the agencies, shall be summarily rejected.
22. To Reject all technical bids in case of no suitability as per specified technical specification.

INSTRUCTION TO TENDERERS

Bids are invited by NID, ASSAM on **two bid system** for **“Providing and fixing of lightning conductor and Extra Earth pits in different location inside NID, Assam Campus.”** to be submitted offline in **two separate sealed envelopes superscribed as [Technical bid and financial bid]** before the prescribed date & time in NIT.

Offline mode of Bid submission will be followed for this bid. Bids submitted after the prescribed date and time shall not be accepted.

Clarification of Bids: -

1. Clarification of any doubts of the intending tenderers related to Bid document and scope of work can be mailed to **estate@nidj.ac.in**. Name of the tenderer with details of the Tenders should be mentioned with the clarification sought without which no response shall be provided to that query.
2. The response to the query/ clarification raised by any tenderer will be uploaded on the website along with queries/clarifications raised or mailed to them. Accordingly, corrigendum shall be published (if required).
3. No Queries shall be entertained after the last date for raising of query.
4. Amendment to the bidding document at any time prior to the deadline for submission of Bids, NID Assam, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
5. To allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, NID Assam, at its discretion, may extend the deadline for the submission of Bids.
6. Any amendment to this effect will be notified on the institute website and bidders are requested to keep checking the website for updates.
7. Cost of Bidding
8. The Bidder shall bear all the costs associated with the preparation and submission of its Bid, and NID Assam will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

Format and signing of Bid: -

1. The Bidder shall prepare and submit the original bid, clearly marking **“Providing and fixing of lightning conductor and Extra Earth pits in different location inside NID, Assam Campus”** on the top of the cover. Technical and commercial bids should be placed in two separate envelopes superscribed Technical Bid and Commercial Bid respectively.
2. The Original bid shall be typed or written in indelible ink and shall be signed by the Bidder or person (s) duly authorized to bind the Bidder to the contract. The person(s) signing the bids shall initial all the pages of the bids, except for unamended printed literature.
3. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the bids.

Sealing and Marking of Bids: -

1. The bidder shall submit a sealed envelope containing technical bid and Commercial bid separately.
2. The Bidder shall seal the envelope containing technical bid. The envelope should be superscribed with **technical bid - “Providing and fixing of lightning conductor and Extra Earth pits in different location inside NID, Assam Campus”** and following documents need to provide-
3. “The Bidder shall seal the envelope containing **Commercial Bid**. The envelope should be superscribed with **“Providing and fixing of lightning conductor and Extra Earth pits in different location inside NID, Assam Campus”**.”

4. The Two sealed envelopes shall be enclosed in a separate envelope superscribed with the name of the work, tender no., name, and address of the bidder. The name and address of the bidder should be clearly subscribed at the bottom of the envelope, failing which the bid will be liable for rejection.

The envelopes shall be addressed to NID, Assam at the address given below:

Chief Administrator Officer
National Institute of Design, Assam
Vill- Tocklai, PO-Rajabari,
Jorhat, Assam-785014

5. If the envelope is not sealed and marked, NID Assam will assume no responsibility for the Bid's misplacement or its premature opening.
6. **Cover I (Technical Bid):** Bidder should submit all documents pertaining to Eligibility Criteria mentioned in NIT, Letter of Transmittal (In Company's Letter Head) and Affidavit, Copy of Credentials/Certificates for qualifying Eligibility Criteria as specified in NIT. Bidder should submit the NIT Document along with GCC, SCC, ITT, Form of Tender, Form of Agreement, Form of Performance Security, Bid Security Declaration form, Technical Specifications/Technical Bid.
Cover –II (Financial Bid): The financial Bid format is provided, the rates offered should be entered in the allotted space only. The Financial Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.

EMD: -

1. The bidder shall have to pay the **Earnest Money Deposit of 2% of the Estimated value** by demand draft/Pay Order/Banker's cheque drawn in favor of "**National Institute of Design, Assam**" payable at Jorhat from any Nationalized/Schedule Bank.

Contacting NID Assam: -

1. The Bidder shall NOT contact NID Assam on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from NID Assam.
2. Any effort by the Bidder to influence NID Assam in its decisions on Bid evaluation, comparison may result in the rejection of the Bid.

Award of Contract: -

1. NID Assam will award the contract to the successful Bidder, out of the Bidders who have responded to NID Assam's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive and is the lowest evaluated Bid. Letter of acceptance (LOA) will be provided to the successful bidder and within 7 days of receipt of the LOA, Performance bank guarantee must be submitted, failing which the bid shall stand cancelled. On submission of PBG, a letter of commencement of work shall be issued.
2. The employer reserves the right to postpone the date for presentation and opening of Tenders and will give timely notice of any such postponement to the prospective Tenderers.
3. Acceptance or rejection of any tender is left entirely to the discretion of the authority empowered to deal with the matter and no query/ explanation can be demanded by any Tenderer for the cause of rejection of his tender.
4. If the Tenderer deliberately gives wrong information in his Tender or creates circumstances for the acceptance of his tender, the NID Assam reserves the right to reject such Tender at any stage.
5. If a Tenderer seeks clarifying his quotations or rates, this should only be done in a separate covering letter. No material modifications to the specifications, item descriptions, contract clause, etc. will however be entertained. Other clarifications may be considered. The contents of a covering letter sent along with the tender will be considered as part of the quotation. If any of these conditions admitted for consideration has a financial bearing on the cost quoted, the additional cost arising out of these conditions will be added for comparative evaluation of tenders.
6. By submitting a tender for the work, a Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached there to and he has taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labour and material rates which shall include cost of materials with taxes, Octroi and other duties, lead, lift, loading and unloading, freight for materials, and all other charges including the furnishing of all plant, Equipment, tools, scaffolding and other facilities and services, necessary or proper for the completion and maintenance of the work, except such as may be otherwise expressly provided for in the contract documents for the completion and maintenance of the work to the entire satisfaction of the Engineer.
7. The successful Tenderers shall make his own arrangements for all materials, except as specified in the contract, if any.
8. The quantities shown in the attached schedule are given as a guide and approximate only and are subject to variation according to the needs of the Employer. The Employer accepts no liability for their accuracy. The Employer does not guarantee work under each item of the schedule.
9. Each page of the tender shall be signed by the Tenderer. Tender by partnership or joint family firm may be signed in the firm's name by one of the partners or managers or any other duly authorized representative followed by the name and designation of the person so signing. An attested copy of the partnership deed must accompany the tender of any partnership firm. Tenders by a company shall be signed with the name of the company by a person authorized on this behalf and Power of Attorney or other satisfactory proof showing that the person signing the tender documents on behalf of the company is duly authorized to do so, shall accompany the tender. The Employer will not be bound by any Power of Attorney granted by the Tenderers or by changes in the composition of the firm, made after the execution of the contract. It may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which may be chargeable to the contractor. With their quotations the Tenderers shall submit by manually signing all schedules, specifications, GCC, special conditions, etc. in token of acceptance thereof. The signature on the tender schedule alone shall also be deemed to be taken as acceptance of all these.
10. If a Tenderer expires after the submission of his tender or after the acceptance of his tender the Employer may deem such tender as cancelled. If a partner of the firm expires after the submission of their tender, the Employer may deem such tender cancelled UNLESS THE FIRM RETAINS its character.
11. If the Tenderer has a relative employed in any capacity in the NID, ASSAM, he shall inform the authority

calling for tenders of the said fact when submitting his tender, failing which his contract may be rescinded. If the said fact subsequently comes to light, he shall be liable to make good to the Employer any loss or damage resulting from such cancellation.

12. No contract work, however petty, may be carried out except under and in accordance with a duly executed agreement or on a special written authority from a duly authorized officer of the Employer.
13. No agreement is valid unless signed by the contractor or his duly authorized agent and by a competent person on behalf of the Employer.
14. The form of Agreement, Form of Tender, Invitation to Tender, Instruction to Tenderer, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawing and the rates and amount accepted against the items of the Tender schedule together with the tender covering letter, and all correspondence entered into between the Employer and the Tenderer prior to the issue of the Letter of Acceptance and the Letter of Commencement awarding the work shall form the contract.
15. If there is any conflict between any of the provisions in the special conditions and those in any of the other documents referred to, the provisions in the special conditions shall prevail.
16. If there is any difference between the description in the specification and drawings and the works items in the tender schedule, the work items in the Tender schedule shall prevail for determining the rates.
17. In the event of any discrepancy between the rate quoted in the Tender in words and these quoted in figures, the rates quoted in words shall be controlled.
18. Acceptance of the tender will be intimated to the successful Tenderer through a letter of acceptance. The contract shall then be required to execute an Agreement within the time specified in the letter of Commencement. In the event of failure on the part of the contractor to sign the Agreement within the specified time, the acceptance of his tender shall consider as withdrawn.
19. On completion of the work, the contractor will hand over the work to the Employer /NID, ASSAM in approved format and after clearing the site to the entire satisfaction of the Client.
20. After issue of letter of Commencement of work, Contractor shall execute the formal Agreement in approved format on non-judicial stamp paper of not less than Rs. 100/- (Rupees One Hundred only) within 7 days from the issue of letter of commencement of work. The cost of stamp paper shall be borne by the Contractor.

LETTER OF TRANSMITTAL
(In the Letter Head of the Bidder)

To
Director
National Institute of Design Assam, Tocklai, Rajabari, Jorhat-785014, Assam
Sub: Submission of Tender for the work of “**Providing and fixing of lightning conductor and Extra Earth pits in different location inside NID, Assam Campus**”

Ref: NIT No.: NIDJ/202-21/ESTATE/ELECTRICAL/....

Dear Sir,

Having visited the Site, ascertained the Site conditions, and examined the General Conditions of Contract as well as Special Conditions of Contract, Notice Inviting Bids, Instructions to Bidders, of NID, Assam etc. and addenda for the above project, we the undersigned, are pleased to submit our Bid along with relevant documents as below: -

We acknowledge our unconditional acceptance of all the terms & conditions of the Tender.

While preparing this Bid, we gathered our own information and conducted our own inquiry / survey to our satisfaction, and we did not rely solely on the information provided in this BID. We shall not hold **NID, Assam** responsible on any account in this regard.

We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract document within the stipulated time based on the reckoned date of start as scheduled.

If our Bid is accepted, we will furnish a bank guarantee as Performance security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the tender document.

We are aware that in the event of a delay in the execution of the Project, beyond the agreed schedule due to reasons attributable to us, liquidated damages shall be recovered from us as per Conditions of Contract.

Our Bid is valid for a period of **120 days** from the date of opening of the Price Bid or any extension thereto.

We agree to the General Conditions of Contract and Special Conditions of Contract and the terms and conditions mentioned in the BID.

We declare that for submission of this Bid confirms that no agent, middleman, or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of **NID, Assam**, if it finds anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

We understand that you are not bound to accept the lowest or any Bid you may receive.

If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

We enclose all documents as required in the Bid.

Dated this _____ day of _____ 2022.

Signature _____

Name _____ in the _____ capacity of duly authorized
to sign Bids for and on behalf of _____

Address _____

FORM OF AGREEMENT

This Agreement is made on

BETWEEN

The **National Institute of Design, Assam** (hereinafter called as “Institute” of the one part)

and

M/S(hereinafter called as "Contractor" of the other part).WHEREAS the Institute floated **Tender No. NIDJ/2022-23/Estate/Elec/.....** dated 02-04-2023 for “**Providing and fixing of lightning conductor and Extra Earth pits in different location inside NID, Assam Campus**” and accepted the quote submitted by the contractor vide **LOA, No NIDJ/2022-23/Estate/Elect/..... & Work order No.**

NOW THIS AGREEMENT WITNESSTH as follows: -

In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.

This agreement is valid for the period of w.e.f. or the date of signing of this agreement, whichever is earlier.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz –
The Tender Document along with all annexures.

Accepted Item Rate offer by

Correspondence between the Institute and the Contractor prior to issue of the letter of Acceptance, In consideration of the payments to be made by the Institute to the contractor as mentioned hereinafter, the contractor hereby covenants to complete the “**Providing and fixing of lightning conductor and Extra Earth pits in different location inside NID, Assam Campus**” in conformity in all respects with the provision of the contract.

The Payment shall be made as given here under:

..... payable against the completion of the work as per the terms and conditions of the tender.

(c) All payments due under the contract shall be paid after deduction of statutory levies at source like TDS, GST, etc., wherever applicable. Any other document, if required by the accounts department for processing of bills, must be produced and shall be binding on the contractor.

In consideration of the payments to be made by the Employer to the contractor as here-in- after mentioned the contractor hereby covenants with the Employer to construct, Complete, and maintain the works in conformity in all respects with the provision of the contract.

Defect Liability Period (DLP) shall be considered 12 months from the date of Handing over of the work with satisfactory completion of the works as certified by NID, Assam.

IN WITNESS WHEREOF THE parties hereto have hereunto set their respective hands and seals the day and year first above written. Signed, sealed, and delivered by the said:

Signed, sealed, and delivered by the said
.....
..... in the presence of.

Dated signature of Contractor Dated signature of the

in the
capacity.....
on behalf of
.....

Employer
.....
Designation
.....

WITNESS:

FORM OF TENDER

Tenderers/Bidders are requested to fill up all the blank spaces in this Tender Form.

To

Name of work:

.....

.....(As shown in the invitation to Tender.) Gentleman,

Having examined the invitation to Tender, Instruction to Tender, GCC, Special conditions, Specifications, Tender Schedule and Tender Drawings for the Construction of the works mentioned above, we the undersigned offer to construct the whole of the said works in conformity with the said Tender documents for the sum of or such other sum as may be ascertained in accordance with the said conditions.

We undertake, if our Tender is accepted, to commence the works within **7(Seven) days** from the date of signing the contract or Letter of Commencement/Work order, complete and deliver the whole of the works comprised in the contract within days calculated.

from the date of signing the contract or Letter of commencement/work order.

We agree to abide by this Tender for the period of 120 (one hundred twenty) days from the date of opening of the price Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We understand that you are not bound to accept the lowest or any Tender you may receive.

6. Dated this day of

Signature of witness Signature

in the capacity of

duly authorized to sign.

Date Tenders for and on behalf of(BLOCK LETTER)

Occupation of witness: Date

Address

Signature of witness Signature

in the capacity of
duly authorized to sign.

Date Tenders for and on behalf of(BLOCK LETTER)

Occupation of witness: Date

Address

(Affidavit to be submitted by the Agency on a non-judicial stamp paper of value Rs. 100/- duly notarized, in hard copy to the TIA)

Ref: Date:

AFFIDAVIT

I/We,, S/O.
resident of
Contractor / Partner or sole Proprietor (strike out which is not applicable) of firm M/s.....
do hereby solemnly affirms and declare that our Individual / Firm / Companies is not blacklisted by any State /
Central Govt. Deptt. or any PSUs.

DEPONENT

Place :

Date :

Address :

.....

.....

GENERAL CONDITIONS OF CONTRACT (GCC)

IT IS AGREED AS FOLLOWS:

Definitions:

“Principal” means National Institute of Design, Assam and includes their successors.

“Tenderer” means the person, firm or company submitting a tender against the Invitation to Tender.

“Contractor” means the person, firm or Company whose tender has been accepted.

“Party” means a signatory to this agreement.

“Contract” means the contract entered between the Principal and Contractors.

1. Subcontracts: -

i. The Supplier shall not assign to others, in whole or in part, their obligation to perform under the contract, except with NID, Assam’s prior written consent.

2. Commitments of the Principal: - The Principal commits itself to take all measures necessary to prevent corruption (inducement to violate duty assigned by its employees) and to observe the following principles:

- i. No employee of the principal, personally or through family members or any third person, will in connection with all stages of tendering or the execution of Contract, demand or take a promise, or accept, for him/herself or any third person, any material or immaterial benefit which he/she is not legally entitled to.
- ii. The principal will, during the tender process, treat all Tenderers with equity and reason. The principal will, before and during the tender process, provide to all Tenderers the same information and will not provide to any Tenderer any information/clarification through which the Tenderer could obtain an advantage in relation to the tender process or the Contract execution.
- iii. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anticorruption Laws of India/guidelines of Govt./guidelines of CVC/guidelines or Principal, or if there be a substantive suspicion in this regard, the principal will inform its Vigilance Department and in addition can initiate disciplinary actions.

3. Commitments of the Tenderer/Contractor: -The Tenderer/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution.

- i. The Tenderer/Contractor will not directly or through any other person(s) or firm, offer, promise or give to the Principal, or to any of the principal’s employees involved in the tender process or the execution of the Contract or to any third person any material or immaterial benefit which he/she is not legally entitled to in order to obtain, in exchange, an advantage during the tender process or to vitiate the principal’s tender process or the execution of the Contract.

- ii. The Tenderer/Contractor will not enter with other Tenderers into any illegal agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contractors, submission or non-submission of bids or actions to restrict competitiveness or to vitiate the principal's tender process or the execution of the contract.
- iii. The Tenderer/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Tenderer/Contractor will not use improperly, for purposes of competition or personal gain, or pass onto others, any information provided by the principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- iv. The Tenderer/Contractor will, when presenting his bid, disclose all payments he has made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the Contract.
- v. The Tenderer/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. Obligation to Ensure Compliance: -

- i. Each Party will take all reasonable steps to ensure that the provisions of this Agreement which are binding on it are complied with by all its staff, consultants, parent and associated and subsidiary companies, agents, sub-contractors, and suppliers (if applicable).

5. Dis-qualification from tender process and exclusion from future contracts: -

- i. If the Tenderer, before Contract award, has committed a transgression through a violation of any of the terms **under Clause 3.b** or any other form such as to put his reliability or credibility as tenderer into question, the principal is entitled to disqualify the Tenderer from the tender process or to terminate the Contract if already signed, for such reason.
- ii. If the Tenderer/Contractor has committed a transgression through a violation of any of the terms **under clause 3.b** or in any other form such as to put his reliability or credibility into question, the principal is entitled also to exclude the Tenderer/Contractor from future Contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the Company hierarchy of the tenderer/Contractor and the amount of the damage. **The exclusion will be imposed for a minimum of 6 months and a maximum of 3 years.**
- iii. If the tenderer/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the principal may revoke the exclusion prematurely.
- iv. A transgression is considered to have occurred if, considering all available evidence, no reasonable doubt is possible.

6. Previous Transgression:

- i. The Tenderer hereby declares that no previous transgressions occurred in the last 3 (three) years with any other Company in any country or with any other Public Sector Enterprise in India and, as such, there is no case of his exclusion from the tender process.
- ii. The Tenderer hereby concedes that if he has made/makes incorrect statement regarding this aspect, he can be disqualified from the tender process or the Contract, if already awarded, can be terminated for that reason.

7. Breaches of this Agreement: -

- i. If any party believes that there is prima facie evidence that there has been a failure by a party to comply with any provision of this agreement, such Party will take the following actions:

- ii. It will report full details of such suspected non-compliance to the Chief Executives of each of the Parties.
- iii. If any such non-compliance has been carried out, or assisted by an individual who is a member of a professional association, and such non-compliance may constitute a breach of any disciplinary code of such professional association, such Party may report such matter to the professional association.
- iv. If such non-compliance may constitute a criminal offence, either in the country in which the contract is being carried out, or in the home country of the Organization or individual which carried out or assisted such non-compliance, such Party may report such matter to the criminal authorities in those territories.
- v. If any Party breaches any provision of this Agreement, the other Parties may, in addition to the rights under this agreement, claim damages against the defaulting Party, and exercise any other rights they may have against the defaulting party.
- vi. The Parties will take appropriate disciplinary or enforcement action against any of their staff, consultants, parent and associated and subsidiary companies, agents and suppliers who cause or assist in any breach of any provision of this agreement.

8. Force majeure: -

- i. If at any time during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, hostility acts of the public enemy, civil commotion, fires, floods, explosive epidemics, quarantine, restriction or other acts of God, strikes & lockout (hereinafter referred to as eventualities), pandemic (Covid-19), then, provided notice of the happening of such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party have any claim for damage against the other in respect of such non-performance or delay in performance and deliveries/construction work under this contract shall be resumed as soon as practicable after such eventuality has come to an end of account to exist and the decision of the Employer/client as to whether the deliveries/ construction works have been so resumed shall be final & conclusive

9. Resolution of Disputes: -

- i. It will be NID Assam's endeavor to resolve amicably any disputes or differences that may arise between NID, Assam and the contractor from misconstruing the meaning and operation of the Tender and the breach that may result.
- ii. In case of Dispute or difference arising between NID, Assam and the Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between NID, Assam and the contractor OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- iii. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by NID, Assam or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator, or the umpire is obtained.

10. Arbitration: -

- i. Arbitration proceedings shall be held at Jorhat, Assam, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English; Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Jorhat, Assam, India only.
- ii. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by email and confirmed in writing to the other party's specified address. The same must be acknowledged by the receiver in writing. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. GENERAL: -

- i. The contract shall be governed by NID, ASSAM's General Condition of Contract, Special Conditions of Contract, NIT Conditions. The work specified in this Tender shall be executed as per the latest CPWD specifications in addition to Special Conditions of Contract enumerated hereunder. The agency will have to quote item rates as per the Price Bid.
- ii. The special conditions of contract and other Tender documents are complementary to and shall be read in conjunction with each other.
- iii. In case of any conflict of meaning between the special conditions of contract and the CPWD Specifications, the provision of the special conditions shall override.

2. NAME OF WORK: - "Providing and fixing of lightning conductor and Extra Earth pits in different location inside NID, Assam Campus."

3. Scope Of Work: Brief scope of work Includes the following: -

The site is inside of NID, Assam. **Providing and fixing of lightning conductor and Extra Earth pits in different locations inside NID, Assam Campus.**

4. Performance Security/Performance bank Guarantee (PBG): -

- i. PBG in the form of Bank Guarantee @ 5% of Contract value from any Nationalized / Scheduled Bank in the prescribed format is to be submitted within 7 (Seven) days of issue of letter of Acceptance failing which the contract is liable to be terminated and PBG will return after successful completion of defect liability period.

5. Defect Liability Period (DLP): - shall be considered 12 months from the date of Handing Over of the work with satisfactory completion of the works as certified by NID, Assam.

6. The Contractor shall fully indemnify the project and save NID, Assam from and against all losses, penalties, claims, damages, expenses, action, or other proceedings arising out of and resulting from non-performance or unsatisfactory performance of the contractual obligations undertaken by the Contractor. The Contractor shall also reimburse to NID, Assam all losses and damages as may be suffered by it for non-conforming to the time schedule granted by the NID, Assam or for not adopting the standards specified in the NIT or which may arise out of or because of construction and maintenance of works.

7. The entire work is to be carried out as per the NIT Conditions, Special Conditions of Contract, General Conditions of Contract.

8. SITE CONDITIONS: -

- i. Before tendering, the contractor should get himself thoroughly acquainted with the site conditions, any problem likely to be encountered during execution of work and other facilities which are available at site. No claim on the plea of ignorance of site conditions etc. should be entertained later.

9. SITE FACILITIES: -

- i. **Water supply:** Water required for construction purposes (if required) will be arranged by the contractor at his own cost.
- ii. Accommodation of Contractors workmen and security of contractor's materials.
- iii. No accommodation for workmen shall be provided inside the campus. Contractors should be fully responsible for proper storage and security of its materials, including tools and machinery, etc. Contractor shall not hold NID, Assam liable for any loss of material, etc.

- iv. **Power Supply:** - The contractor shall arrange machinery, tools & plants for construction work. at his own cost and the cost of which may be taken into consideration in quoted rates Employer may supply power, if available for the project at one point, at the works site. Further distribution lines, electrical installation, energy meters conforming to Indian Electricity Act shall have to be arranged by the Contractor at his own cost and power shall be charged per unit at a rate to be fixed by the power supply Authority from time to time. No claim, whatsoever, will be entertained in case of power is not made available / or supply is erratic.

10. DRAWING AND SPECIFICATIONS: -

- i. **Drawings:** Drawings must be submitted and approved before commencement of work by NID, Assam.
- ii. **Specifications:** Specification must be approved by NID, Assam, before commencement of work.

11. RATES: -

- i. The rates shall be inclusive of all taxes. It is intended to provide for works duly and properly completed in accordance with the CPWD specifications and Special Conditions of Contract with specifications and drawings together with such alteration or conditions as may be required/ ordered and without prejudice to the generality thereof which include for details of construction which are obviously and fairly intended and which may not have been specifically referred to in these documents and drawings but are essential though of minor nature and shall be deemed to include.
- ii. All types of taxes, duties, royalties, rents, octroi, cess etc., materials, equipment etc. levied by the Central Govt./State Govt./ Local authorities will be fully borne by the contractor.
- iii. **Income Tax** will be recovered at the prevailing rate from Bill as applicable.

12. **Completion Time:** Time is the essence of the contract. The entire work under this contract shall be completed in all respects within **20 days** from the date of issuing a Go-Ahead Letter/Work order from NID, Assam.

13. Royalties & Patent Rights:

All Royalties/ Cess etc. or other sums payable in respect of the supply and use in carrying out the works as described by or referred to in the contract drawings, the contract specifications and the Contract Schedule of Quantities of any patented articles, processes or inventions shall be deemed to have been included in the contract sum, and the contractor shall indemnify the Owner against all claims, proceedings, damages, costs and expenses which may be brought or made against the Owner or to which they may be put by reason of the Contractor infringing or being held to have infringed any patent rights to any such articles, process and inventions. Provided that where, in compliance with owner's instruction the contractor shall supply and use in carrying out the works of any patented articles, processes or inventions, the contractor shall not be liable in respect of any infringement or alleged infringement of any patent rights in relations to any such articles, processes or inventions and all royalties, damages or other money which the contractor may be liable to pay to the persons entitled to such patent rights shall be added to the contract sum.

14. MEASUREMENT AND COMPLETION CERTIFICATE:

- i. The contractor shall submit technical specifications before commencement of work.
- ii. On completion of the work, the contractor must contact the Engineer-in-Charge and all statutory tests need to be done at the Facility.
- iii. The contractor will hand over each work to the client in the approved format immediately after completion of work which will be treated as handing over certificate and the date of signature of that certificate will be the date from which the DLP of that work will be reckoned.

15. SAFETY REGULATIONS: -

- i. In respect of works and all labours directly or indirectly employed in the work for the performance of contract, the contractor shall at his own expenses arrange for all the safety provisions as per codes of CPWD, Indian Standard Institution, The Indian Electricity Act, The Mines Act, Regulations,
- ii. Rules, and Orders made there under and such other acts as applicable from time to time. the thereof the employer may get this done departmentally or through other agencies and recover the cost from the contractor.

iii. The contractor shall abide by all the security regulations promulgated from time to time by the employer.

i. and precautionary measures to be adopted as per rules.

16. ASSIGNMENT OF THE AGREEMENT:

i. The contractor shall not assign or transfer or part with any of the rights, duties or obligations, benefits, or interest therein wholly or in part, under this agreement without the previous consent in writing of the employer.

17. SUBLETTING: -

i. The contractor shall not sublet the whole or any part of the works without the written consent of the Employer. Any breach of this condition shall entitle the employer to rescind the contract and render the contractor liable for payment to the employer in respect of any loss or damage arising or ensuing from such cancellation.

18. TERMINATION OF THE AGREEMENT: -

i. The employer shall have the right to terminate the agreement if it is decided to abandon, postpone, or curtail the work at any stage after giving one month's notice in writing to the contractor. Such termination shall not prejudice or affect in any way the rights and benefits accrued or liabilities and duties imposed under this agreement. The damage compensation and payment on account of such terminations directed by the Employer shall be binding.

19. SETTING OUT OF THE WORKS: -

i. The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions, and alignment of all parts of the works and for the provision of all necessary instruments, appliances, and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions, or alignment of any part of the work the contractor on being required to do so by the Engineer or Engineer's representative shall at his own expenses rectify such error to the satisfaction of the Engineer or Engineer's representative.

20. COMMENCEMENT OF WORK: -

- i. The contractor must commence the work within 07 (Seven) days from the date of issue of Letter of / Commencement/ Award/work order. In case the contractor fails to commence the work within the above specified time, his/ their performance bank guarantee shall be forfeited with the prior approval of the tender accepting authority.
- ii. All incidental local problems and when arises, if any, are to be tackled and resolved by the Contractor so that work progresses smoothly till the completion of the work.
- iii. Expenditure, if any towards PF/ESI and other statutory obligations as applicable as per law till completion of the work will have to be borne by the contractor.
- iv. In case of conflict in meaning between any provision of Special Condition of Contract and General Condition of Contract, the provision of Special Condition shall override General Condition.
- v. A Manufacturer's Material Test certificate (if applicable) is required to be furnished for all purchasing materials from the concerned sellers/company. The cost of all the testing shall be borne by the contractor (if any).
- vi. All the pages of the Tender Document shall be signed and stamped as a token of acceptance by an authorized representative of the Contractor.
- vii. During execution, if any change is instructed for any work by the Engineer in charge or his representative shall be binding on the contractor.
- viii. All the work shall be carried out as per latest CPWD specifications, with up-to-date corrections, if any and direction of Engineer in-charge.

21. PAYMENTS: -

- i. **100% Payment shall be on completion of work** Successful installation and commissioning of work.
- ii. The Final bill shall be submitted by the contractor after satisfactory completion of all the works accompanied by the joint measurement of the works certified by the representatives of NID, Assam

and Contractor. Measurement shall be done as per actual executed quantities and payment shall be made as per actual measurements. Invoices of materials purchased, and any other documents (if any) sought by finance for clearance shall be submitted.

(Sd/-)

Chief Admin. Officer

PROFORMA FOR PERFORMANCE BANK GUARANTEE: -

In consideration of National Institute of Design Assam, Tocklai, Rajabari, Jorhat-785014, Assam, India (hereinafter referred to as "NID,ASSAM" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns)having award to_ with its Registered / Head Office at____(hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of NID, ASSAM's Letter of Acceptance No._____dated _valued at Rs._____(Rupees_____ only) for_____and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. _____(Rupees_____only) 5% (Five percent) of the said value of the Contract to NID, ASSAM, we_____are having its Head Office at_____(Hereinafter referred to as the "Bank", which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, and assigns) do hereby guarantee and undertake to pay NID, ASSAM, on demand immediately without protest or demur any and all money payable by the Contractor to the extent of Rs. (Rupees_____only) as aforesaid at any time and/or without any reference to the Contractor. Any such demand made by NID, ASSAM on the Bank shall not be questioned and shall be conclusive and binding notwithstanding any difference between NID, ASSAM and Contractor or any dispute pending before any Court, Tribunal, or any other authority.

We, the_____Bank undertake not to revoke with guarantee during its currency without previous consent of NID, ASSAM and further agree that the guarantee here in contained shall continue to be enforceable till NID, ASSAM discharges this guarantee or_____whichever is earlier.

NID, ASSAM shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to vary any of the terms & conditions of the contract and extend the time for performance of the Contract by the Contractor. NID,ASSAM shall have the fullest liberty, without affecting this guarantee, to post-poner from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between NID,ASSAM and the Contractor or any other course or remedy or security available to NID,ASSAM. The Bank shall not be released of its obligations under this guarantee by any exercise by NID,ASSAM of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of NID,ASSAM or any other indulgence shown by NID,ASSAM or by any other matters or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that NID, ASSAM and its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that NID, ASSAM may have in relation to the Contractor's liabilities.

This guarantee shall not be affected by the litigation or winding up, dissolution or any changes in the constitution of Contractor nor shall it be affected by any charges in the constitution of NID, ASSAM or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by absorbing or amalgamated company or concern.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs._____(Rupees _____only) subject to the clauses as stated immediately hereafter. This guarantee shall remain in force till _____.

This guarantee shall continue and hold good until it is released by NID,ASSAM on the application of the Contractor after expiry of the relative guarantee period of the said Contract and after the Contractor has discharged all their obligations under the said Contract and produced a certificate from NID,ASSAM's representative certifying the due completion of the works under the said contract and submitted a "No-demand certificate" provided always that unless extended this guarantee shall remain in force till _____. Should it be necessary to extend this guarantee beyond the said date on account of extension being granted by NID, ASSAM to the Contractor in respect of completion of works under the said contract or otherwise, we undertake to extend forthwith the period of guarantee on NID, ASSAM's request till such time as may be required by NID, ASSAM.

We, _____ Bank shall be discharged of our liability under this guarantee unless claim is made by NID, ASSAM within 3 (three) months from the date of expiry of this Bank guarantee

PRICE BID (TENDER NO)

Name of Work: Providing and fixing of lightning conductor and Extra Earth pits in different location inside NID, Assam Campus.

I/We hereby agree to carry out the work as per Rate quote given in the table below.

Estimate For Providing & Fixing of Earth Pit in various Location and & Lightening arrestor in Boys Hostel, & Girl's hostel

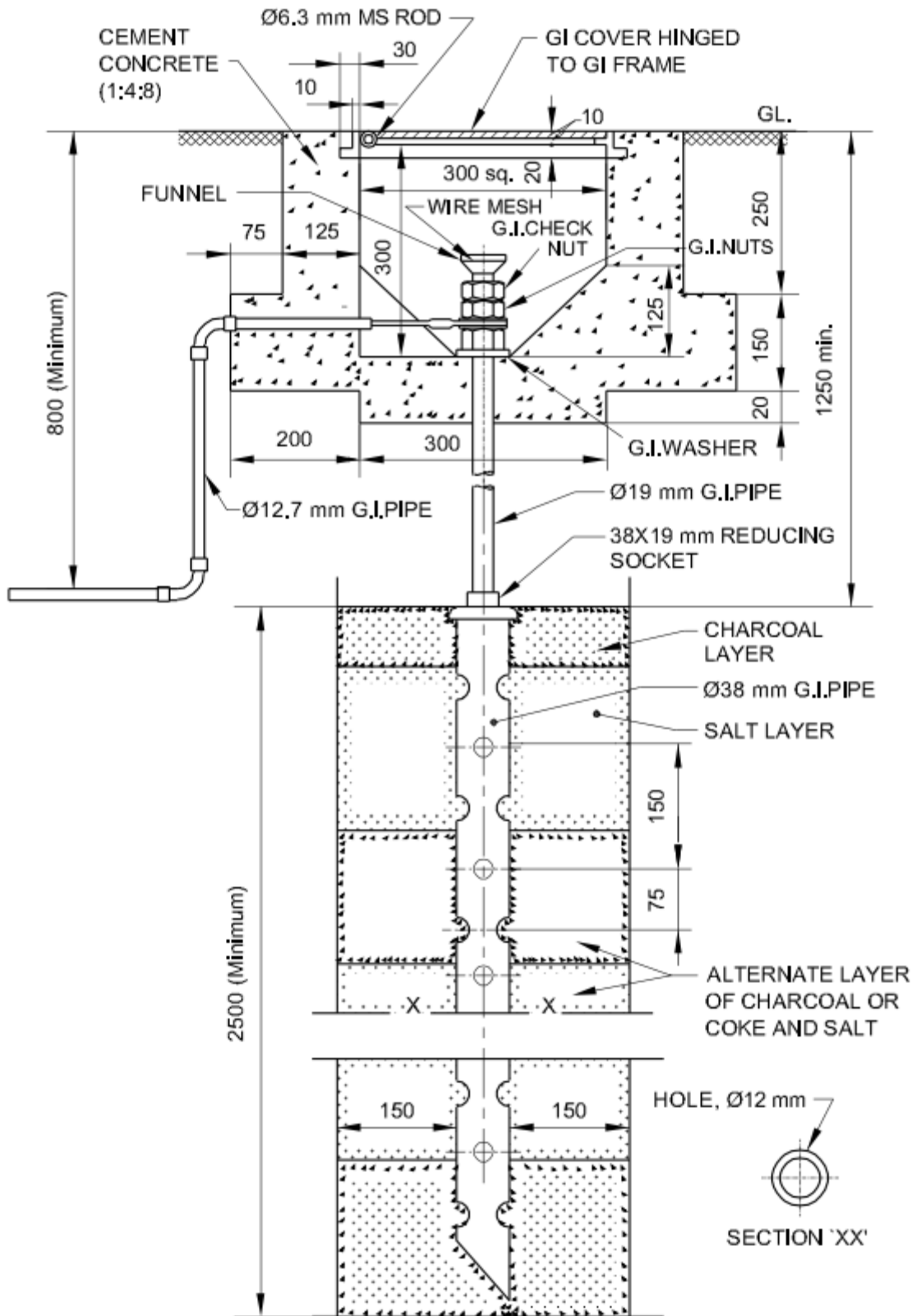
Sl.No.	Description	Unit	Qty	Rate	Amount
1	Providing and fixing of lightning conductor finial, made of 25 mm dia 300 mm long, Copper tube, having single prong at top, with 85 mm dia 6 mm thick Copper base plate including holes etc. complete as required. Details of cost for One each	no's	2		
2	Providing and fixing Copper tape 25 mm X 3 mm thick on parapet or surface of wall for lightning conductor complete as required. (For vertical run).	mtr	60		
3	Earthing with copper earth plate 600 mm X 600 mm X 3 mm thick including accessories and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 metre long etc. with charcoal/ coke and salt as required.	no's	10		
				Total	
				GST %	
				GST Amount	
				Grand Total	

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Amount in Words.....

Signature and Seal of the bidder

Technical Specifications: Specification are subject to change as per actual soil condition and site conditions.



NOTE: DIMENSIONS ARE IN mm UNLESS OTHERWISE SPECIFIED.

PIPE EARTHING

**Tender Notice No. NIDJ/2022-23/ESTATE/Elect/
Dated:**