



**Basic Details**

Organisation Chain	Department of Heavy Industry  NEPA Limited-MHIPE		
Tender Reference Number	Elrection and commissioning safe ladder RCC chimney up to 29 meter height		
Tender ID	2024_DHI_835176_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Works
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

**Payment Instruments**

Offline	S.No	Instrument Type
	1	Bank Guarantee
	2	Demand Draft
	3	R-T-G-S
	4	NEFT

**Cover Details, No. Of Covers - 2**

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Elrection and commissioning safe ladder RCC chimney up to 29 meter height
2	Finance	.xls	Elrection and commissioning safe ladder RCC chimney up to 29 meter height

**Tender Fee Details, [Total Fee in ₹ \* - 0.00]**

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

**EMD Fee Details**

EMD Amount in ₹	50,000	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	NEPA LIMITED	EMD Payable At	NEPANAGAR

**Work /Item(s)**

Title	Elrection and commissioning safe ladder RCC chimney up to 29 meter height				
Work Description	Elrection and commissioning safe ladder RCC chimney up to 29 meter height				
Pre Qualification Details	AS PER TENDER DOCUMENT				
Independent External Monitor/Remarks	NA				
Tender Value in ₹	NA	Product Category	Miscellaneous Services	Sub category	Elrection and commissioning safe ladder RCC chimney
Contract Type	Tender	Bid Validity(Days)	90	Period Of Work(Days)	30
Location	ADMINISTRATIVE BUILDING NEPALIMITED NEPANAGAR	Pincode	450221	Pre Bid Meeting Place	ADMINISTRATIVE BUILDING NEPALIMITED NEPANAGAR
Pre Bid Meeting Address	ADMINISTRATIVE BUILDING NEPALIMITED NEPANAGAR	Pre Bid Meeting Date	22-Nov-2024 11:00 AM	Bid Opening Place	ADMINISTRATIVE BUILDING NEPALIMITED NEPANAGAR
Should Allow NDA Tender	No	Allow Preferential Bidder	No		


**Critical Dates**

<b>Publish Date</b>	16-Nov-2024 01:00 PM	<b>Bid Opening Date</b>	13-Jan-2025 03:00 PM
<b>Document Download / Sale Start Date</b>	16-Nov-2024 01:05 PM	<b>Document Download / Sale End Date</b>	10-Jan-2025 03:00 PM
<b>Clarification Start Date</b>	16-Nov-2024 01:10 PM	<b>Clarification End Date</b>	06-Dec-2024 12:00 PM
<b>Bid Submission Start Date</b>	16-Nov-2024 01:15 PM	<b>Bid Submission End Date</b>	10-Jan-2025 03:00 PM

**Tender Documents**




NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	Elrection and commissioning safe ladder RCC chimney up to 29 meter height	1517.69	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Additional Documents	BOQ_CIVIL.xls	Elrection and commissioning safe ladder RCC chimney up to 29 meter height	254.00



**Latest Corrigendum List**


<b>S.No</b>	<b>Corrigendum Title</b>	<b>Corrigendum Type</b>	<b>View</b>
1	DUE DATE 2	Date	

**Tender Inviting Authority**

<b>Name</b>	MANAGAR COMMERCIAL
<b>Address</b>	ADMINISTRATIVE BUILDING NEPALIMITED NEPANAGAR

 <b>Government eProcurement System</b>	<b>eProcurement System Government of India</b>			
	<b>Published Corrigendum Details</b>			
		Date : 07-Dec-2024 12:15 PM		
		 <a href="#">Print</a>		
<b>Organisation Chain :</b>	Department of Heavy Industry  NEPA Limited-MHIPE			
<b>Tender ID :</b>	2024_DHI_835176_1			
<b>Tender Ref No :</b>	Erection and commissioning safe ladder RCC chimney up to 29 meter height			
<b>Tender Title :</b>	Erection and commissioning safe ladder RCC chimney up to 29 meter height			
<b>Corrigendum Type :</b>	Date			
<b>Corrigendum:1</b>				
<b>Corrigendum Title</b>	<b>Corrigendum Description</b>	<b>Published Date</b>	<b>Document Name</b>	<b>Doc Size(in KB)</b>
Due Date extended	Erection and commissioning safe ladder RCC chimney up to 29 meter height	07-Dec-2024 12:14 PM	<a href="#">corrigendumsafeladder.pdf</a> 	302.37
<b>Critical Dates</b>				
<b>Publish Date</b>	16-Nov-2024 01:00 PM	<b>Bid Opening Date</b>	23-Dec-2024 03:00 PM	
<b>Document Download/Sale Start Date</b>	16-Nov-2024 01:05 PM	<b>Document Download/Sale End Date</b>	20-Dec-2024 03:00 PM	
<b>Clarification Start Date</b>	16-Nov-2024 01:10 PM	<b>Clarification End Date</b>	06-Dec-2024 12:00 PM	
<b>Bid Submission Start Date</b>	16-Nov-2024 01:15 PM	<b>Bid Submission End Date</b>	20-Dec-2024 03:00 PM	
<b>Pre Bid Meeting Date</b>	22-Nov-2024 11:00 AM			
<b>Details Before Corrigendum</b>				
<b>Critical Dates</b>				
<b>Publish Date</b>	16-Nov-2024 01:00 PM	<b>Bid Opening Date</b>	09-Dec-2024 03:00 PM	
<b>Document Download/Sale Start Date</b>	16-Nov-2024 01:05 PM	<b>Document Download/Sale End Date</b>	06-Dec-2024 03:00 PM	
<b>Clarification Start Date</b>	16-Nov-2024 01:10 PM	<b>Clarification End Date</b>	06-Dec-2024 12:00 PM	
<b>Bid Submission Start Date</b>	16-Nov-2024 01:15 PM	<b>Bid Submission End Date</b>	06-Dec-2024 03:00 PM	
<b>Pre Bid Meeting Date</b>	22-Nov-2024 11:00 AM			

	<b>Government eProcurement System</b>		<b>eProcurement System Government of India</b>				
	<b>Tender Details</b>						
				Date : 16-Nov-2024 12:58 PM			
 <b>Print</b>							
<b>Basic Details</b>							
<b>Organisation Chain</b>	Department of Heavy Industry  NEPA Limited-MHIPE						
<b>Tender Reference Number</b>	Elrection and commissioning safe ladder RCC chimney up to 29 meter height						
<b>Tender ID</b>	2024_DHI_835176_1	<b>Withdrawal Allowed</b>	Yes				
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Works				
<b>Tender Category</b>	Services	<b>No. of Covers</b>	2				
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No				
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	No				
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No				
<b>Payment Instruments</b>		<b>Cover Details, No. Of Covers - 2</b>					
Offline	<b>S.No</b>	<b>Instrument Type</b>	<b>Cover No</b>	<b>Cover</b>	<b>Document Type</b>	<b>Description</b>	
	1	Bank Guarantee	1	Fee/PreQual/Technical	.pdf	Elrection and commissioning safe ladder RCC chimney up to 29 meter height	
	2	Demand Draft					
	3	R-T-G-S					
	4	NEFT					
		2	Finance	.xls	Elrection and commissioning safe ladder RCC chimney up to 29 meter height		
<b>Tender Fee Details, [Total Fee in ₹ * - 0.00]</b>			<b>EMD Fee Details</b>				
<b>Tender Fee in ₹</b>	0.00		<b>EMD Amount in ₹</b>	50,000	<b>EMD Exemption Allowed</b>	Yes	
<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil	<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA
<b>Tender Fee Exemption Allowed</b>	No			<b>EMD Payable To</b>	NEPA LIMITED	<b>EMD Payable At</b>	NEPANAGAR
<a href="#">Click to view modification history</a>							
<b>Work /Item(s)</b>							
<b>Title</b>	Elrection and commissioning safe ladder RCC chimney up to 29 meter height						
<b>Work Description</b>	Elrection and commissioning safe ladder RCC chimney up to 29 meter height						
<b>Pre Qualification Details</b>	AS PER TENDER DOCUMENT						
<b>Independent External Monitor/Remarks</b>	NA						
<b>Show Tender Value in Public Domain</b>	No						
<b>Tender Value in ₹</b>	1	<b>Product Category</b>	Miscellaneous Services	<b>Sub category</b>	Elrection and commissioning safe ladder RCC chimne		

 <b>Contract Type</b>	<b>Tender</b>	<b>Bid Validity(Days)</b>	90	<b>Period Of Work (Days)</b>	30
<b>Location</b>	ADMINISTRATIVE BUILDING NEPALIMITED NEPANAGAR	<b>Pincode</b>	450221	<b>Pre Bid Meeting Place</b>	ADMINISTRATIVE BUILDING NEPALIMITED NEPANAGAR
<b>Pre Bid Meeting Address</b>	ADMINISTRATIVE BUILDING NEPALIMITED NEPANAGAR	<b>Pre Bid Meeting Date</b>	22-Nov-2024 11:00 AM	<b>Bid Opening Place</b>	ADMINISTRATIVE BUILDING NEPALIMITED NEPANAGAR
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

**Critical Dates**

<b>Publish Date</b>	16-Nov-2024 01:00 PM	<b>Bid Opening Date</b>	09-Dec-2024 03:00 PM
<b>Document Download / Sale Start Date</b>	16-Nov-2024 01:05 PM	<b>Document Download / Sale End Date</b>	06-Dec-2024 03:00 PM
<b>Clarification Start Date</b>	16-Nov-2024 01:10 PM	<b>Clarification End Date</b>	06-Dec-2024 12:00 PM
<b>Bid Submission Start Date</b>	16-Nov-2024 01:15 PM	<b>Bid Submission End Date</b>	06-Dec-2024 03:00 PM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	Elrection and commissioning safe ladder RCC chimney up to 29 meter height	1517.69	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Additional Documents	BOQ_CIVIL.xls	Elrection and commissioning safe ladder RCC chimney up to 29 meter height	254.00

**Bid Openers List**

<b>S.No</b>	<b>Bid Opener Login Id</b>	<b>Bid Opener Name</b>	<b>Certificate Name</b>
1.	commercial@nepamills.nic.in	RAJENDRA JADHAV	Nilesh Patil
2.	gmpw@nepamills.nic.in	Alopi Shukla	Alopi Prasad Shukla
3.	mfin@nepamills.nic.in	Vikas Reddy	Vikas Reddy

**GeMARPTS Details**

<b>GeMARPTS ID</b>	QICOXU90MUU9
<b>Description</b>	ERECTION AND COMMISSIONING OF SAFE LEADER AT RCC CHIMNEY UP TO 29 METER HEIGHT
<b>Report Initiated On</b>	18-Oct-2024
<b>Valid Until</b>	17-Nov-2024

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Stage to disclose Bid Details in Public Domain</b>	Technical Bid Opening
<b>BoQ Comparative Chart model</b>	NIL	<b>BoQ Comparative chart decimal places</b>	2
<b>BoQ Comparative Chart Rank Type</b>	NIL	<b>Form Based BoQ</b>	No



## Government Procurement System

### TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

### Tender Inviting Authority

<b>Name</b>	MANAGAR COMMERCIAL
<b>Address</b>	ADMINISTRATIVE BUILDING NEPALIMITED NEPANAGAR

### Tender Creator Details

<b>Created By</b>	RAJENDRA JADHAV
<b>Designation</b>	MANAGER COMMERCIAL
<b>Created Date</b>	16-Nov-2024 12:15 PM

**NEPA LIMITED,  
(A GOVERNMENT OF INDIA)  
NEPANAGAR,  
BURHANPUR DISTRICT,  
M. P. - 450221 (INDIA)  
COMMERCIAL DEPARTMENT  
Phone - + 91-7325 222242  
Fax - + 91-7325 222174**

**e-TENDER Notice**

**Erection & commissioning of Safe Ladder at RCC chimney up to 29 meter height**

REF NO. : TENDER NO. Erection & commissioning of Safe Ladder at RCC chimney up to 29 meter height

e-Tender Portal : <http://eprocure.gov.in> and [www.nepamills.co.in](http://www.nepamills.co.in)

1	GEM Availability Report I'd	GEM/GARPTS/18102024/QICOXU90MUU9
2	e-Bid reference NO.:	Erection & commissioning of Safe Ladder at RCC chimney up to 29 meter height /2023-24
3	MODE OF TENDER:	e-TENDER THROUGH NIC/CPP PORTAL
4	DUE DATE & TIME FOR SUBMISSION OF REQUIRED INFORMATION AND DOCUMENTS TO NEPA LIMITED, NEPANAGAR.	UPTO 15.00 Hrs. IST ON 06.12.2024
5	SCHEDULE FOR SUBMISSION OF ON-LINE TECHNO-COMMERCIAL BID & PRICE BID at <a href="https://www.eprocure.gov.in/">https://www.eprocure.gov.in/</a> Hardcopies may also be allowed	UPTO 15.00 Hrs. ON 06.12.2024  <u><a href="https://www.eprocure.gov.in/">www.eprocure.gov.in/</a> Hardcopies may also be allowed</u>
6	DUE DATE & TIME OF OPENING OF PART-I i.e. TECHNO-COMMERCIAL BID:  THE DATE OF OPENING OF PRICE BID FOR ELIGIBLE VENDORS WILL BE INTIMATED SEPARATELY.	ON AT 15.30 Hrs.09.12.24
7	PBG 3% of contract value.	PBG shall be submitted within 15 days for 3% of contract value as Demand Draft IN FAVOUR OF NEPA LTD. PAYABLE AT SBI NEPANAGAR OR BY CASH AT COUNTER OF NEPA LTD OR THROUGH NEFT.
8	EMD	Rs. 50,000/-

**NEPA LIMITED,  
(A GOVERNMENT OF INDIA ENTERPRISE)  
NEPANAGAR,  
BURHANPUR DISTRICT,  
M. P. - 450221 (INDIA)  
COMMERCIAL DEPARTMENT  
Phone - + 91-7325 22242  
e-TENDER NOTICE FOR**

Erection & commissioning of safe ladder at rcc chimney up to 29 meter height /2023-24

Due on 06.12.2024

Interested vendor are requested to quote their rates for **Erection & Commissioning of safe ladder at RCC chimney up to 29 meter height** on F.O.R Nepanagar basis inclusive all (including all taxes, levies, insurance and freight) on our enclosed terms and condition due on 06.12.2024.

Tender document and related terms and conditions can be easily down-loaded from our websites [www.nepamills.co.in](http://www.nepamills.co.in), [www.eprocure.gov.in](http://www.eprocure.gov.in)

Nb:-

1. Bidders are required to enroll on the e-procurement module of the central public procurement portal (url: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "click here to enrol" on the cpp portal is free of charge.
2. New suppliers may please submit vendor registration form available at vendor registration link on [www.nepamills.co.in](http://www.nepamills.co.in) with registration fee as early as possible but before the placement of purchase order.

Any queries relating to the process of online bid submission or queries relating to cpp portal in general may be directed to the 24x7 CPP portal helpdesk. The contact number for the helpdesk is 1800 233 7315.

M (COMMERCIAL)



INTERESTED VENDOR OF **Erection & commissioning of Safe Ladder at RCC chimney up to 29 meter height** REQUESTED TO QUOTE THEIR **RATES** ON F.O.R. NEPANAGAR BASIS INCLUSIVE ALL (INCLUDING ALL TAXES, LEVIES, INSURANCE AND FREIGHT) ON OUR ENCLOSED TERMS AND CONDITION ON OR **BEFORE** 06.12.2024 at 15.00 hrs.

Tenderer(s) to submit their offer as below:

**Technical, Commercial & Price Bid:** Vendors are to submit techno-commercial bid & Price Bid **on line**.

#### **Requirements for Vendors**

P.C. / LAPTOP connected with internet, Registration with CPP portal <https://eprocure.gov.in>. Registration is free of cost. The vendor should possess a Class III digital certificate with encryption certificate. **Vendors are to make their own arrangement for bidding from a P.C. connected with internet. NEPA in no way responsible for this.** (Bids will not be recorded without Digital Signature with encryption certificate). In case of any clarification please contact M (Comm) Nepa Ltd., before the schedule time of the e-bidding.

**INSRUCTIONS FOR ONLINE BID SUBMISSION:**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:  
<https://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll" on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sift' / TCS / nCode /eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

4.To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument:-EMD APPLICABLE.
4. Bidder should prepare the PBG as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected, EMD APPLICABLE; HOWEVER PBG 3% OF THE CONTRACT VALUE SHALL BE SUBMITTED BY SUCCESSFUL BIDDER WITHIN 15 DAYS FROM DATE OF AWARD OF CONTRACT.
5. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while coloured (unprotected) cells with their respective financial quotes and other details(such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and Conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

## Tips to bidders

### A. Enrolment process in the Tender site.

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/e-procure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

### A. Tender search

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Favorites' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk. e-Procurement (GePNIC)

### B. Preparation of bids

1. Make folders with the name of the tender number so as to identify the folders easily during the bid document uploading.
2. File and Folder name should not contain any special characters (&, #, etc) or space in between.
3. Download the tender document, NIT, BOQ of the required tender in that folder.
4. Scan the EMD fee instruments/ Tender fee instruments for offline payments if any:- EMD APPLICABLE
5. In the case of offline payment, the details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the bid submitted will not be acceptable.
6. Scan and keep ready Pre-qualification documents like life certificates, PAN etc if any
7. Prepare the technical bid document and then convert into PDF
8. Prepare the BOQ i.e. fill up required figures in the downloaded XLS document. The BOQ file with the same name has to be uploaded while uploading the financial bids. If there is any change in Name it may not get uploaded or give an error.
9. Keep all the documents in the same folder for the easy bid document upload.

10. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. It will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date. For any clarifications with the TIA, the bid no can be used as a reference.

C. Submission of bids

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender e-Procurement (GePNIC) Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.  
EMD APPLICABLE
4. If a standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
5. The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
7. Any document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid-openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings. e-Procurement (GePNIC).

D. Password maintenance

1. The length of the password should be of 8 to 32 characters.
2. The password should be of any English lowercase and uppercase (a-z and A-Z) characters.
3. The password must contain at least one number between 0-9.
4. The password must contain at least one special character from these [! @ # \$ ^ \* \_ ~]
5. Sample password is just like Admin123\$, India2000#, etc.

#### E. About DSC

1. Digital Signature Certificates (DSC) is the digital equivalent (that is electronic format) of physical paper certificates.
2. Like physical documents are signed manually, electronic documents, for example e-forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.
3. Bidders have to procure Class 3 signing certificates only. Only Class 3 is valid for e-tendering purpose.
4. The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one or two years. The maximum period for which the DSC is issued is only two years. On the expiry of the term, the Digital Signature Certificate can be revalidated by paying the fees again.
5. Digital Signatures are legally admissible in a Court of Law, as provided under the provisions of IT.
6. Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example the Director or the Authorized signatory signing on behalf of the Company requires a DSC. e-Procurement (GePNIC)
7. Each user logs in to the tender site thro' the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if successively wrong password is given many times.

#### F. DSC providers for Private firms

A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means the authority that has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.

1. The vendors like TCS ([www.tcs-ca.tcs.co.in](http://www.tcs-ca.tcs.co.in)), Sify, MTNL, nCode ([dsc@ncodesolutions.com](mailto:dsc@ncodesolutions.com)), e-Mudhra ([www.e-mudhra.com](http://www.e-mudhra.com)) are issuing DSC's for bidders.
2. The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

#### G. Advantage of "My Space" on CPP Portal

1. The bidder can upload Non Sensitive documents prior at any point of time once he logs in to the application. These are not encrypted.
2. The can be anything like PAN Certificate, VAT Certificate, Equipment Details, Manpower Details, Copies of Balance Sheet of last few years, Details of quantity of work executed etc.
3. In some cases the TIA might have uploaded a format while in many cases it may just be a scanned copy of the original which needs to be uploaded.
4. This will avoid repeated upload of common documents and also save space and time.

#### H. System requirements

1. Windows XP with latest service pack
  2. Loaded IE 7.0 or above
  3. Loaded JRE 1.6 or above
  4. Antivirus Software with latest definition.
  5. Internet connectivity
  6. Scanner to scan the documents if required
  7. Printer and PDF Creator.
- e-Procurement (GePNIC)

#### J. Assistance to Bidders

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

**M (Commercial)**

# **TENDER DOCUMENT**

## **FOR**

**Erection & commissioning of Safe Ladder  
at RCC chimney up to 29-meter height**

<b>TENDER NO.: - Civil/Factory/2023-24/15</b>
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CHIEF GENERAL MANAGER (Technical)  
Nepa Limited, Nepanagar  
Burhanpur District, MP – 450221  
Phone: 07325-222273  
Fax: 07325-222174

*Emails: [gmpw@nepamills.nic.in](mailto:gmpw@nepamills.nic.in), [civil@nepamills.nic.in](mailto:civil@nepamills.nic.in)*



## **PARTICULARS OF TENDER**

### **Sub :- Erection & commissioning of Safe Ladder at RCC chimney up to 29 meter height**

Sealed tenders / e-tenders are invited **under Two Bid systems** from the experienced / reputed contractor **or** contractor registered with PWD, CPWD, and MES in the field of Retrofitting works, Civil works, Structural Steel works.

#### **1) INTRODUCTION:-**

Nepa Limited (Nepa), Nepanagar is a Public Sector Undertaking (PSU) under the administrative jurisdiction of Department of Heavy Industry (DHI), Ministry of Heavy Industries and Public Enterprises, Government of India (GOI). Nepa Limited (NEPA) is the pioneer newsprint Company of India centrally located at Nepanagar, Dist. Burhanpur in Madhya Pradesh. NEPA is the oldest newsprint mill in the country.

#### **2) SCOPE OF WORK :-**

2.1 The scope of work shall comprise of but not limited to Erection & commissioning of Safe Ladder at RCC chimney up to 29 meter height at Nepa Limited, Nepanagar.

2.2 The Work broadly includes following:

- a) Designing, drawing & Engineering of safe ladder upto 29 meter level.
- b) Taking approval for design & drawing from Consultant & NEPA.
- c) Supply of all types of structural steel members and required materials.
- d) Fabrication & erection of staircase upto 29 meter level.
- e) Providing, fabricating & erecting structural steel angles & plates.
- f) Painting of all structural steel material with red oxide primer & after that two coats of approved paint.

2.3 It is not the intent to specify completely herein all details of fabrication and construction. However, the work executed shall conform in all respects to high standards of engineering design and workmanship and be capable of performing in continuous commercial operation in a manner acceptable to the CONSULTANT/ NEPA who will interpret the meaning of drawings and specifications and shall have the power to reject any work or materials which in his judgement are not in full accordance therewith.

**2.4 The Bidder is therefore sincerely advised to visit the site to get himself familiar with the site conditions before submission of his offer and would submit a letter confirmation on having understood the scope thoroughly. No claim shall be entertained for ignorance of the site conditions after award of the Contract. The bidder to submit an undertaking for having understood the scope during pre bid meeting.**

2.5 It is the responsibility of CONTRACTOR to ensure the adherence to the schedule so as to avoid any delay in the activities of other contractor working at the same site also the contractor is expected to use environmental friendly materials.

2.6 NEPA reserves the right to split the Contract; however, the quoted rates/ prices shall remain firm & valid for all the items of schedule of quantities. Lump-sum quoted part of contract shall be mutually agreed prior to split of contract.

2.7 All works shall be carried out in accordance with the technical requirements of this specification and as directed by NEPA / CONSULTANT.

2.8 The scheme of erection/fabrication has to be evolved keeping in view following requirements:

- a) CONTRACTOR shall supply & deliver materials to site at his own cost.
- b) CONTRACTOR shall make his own arrangement for storage of materials at his own cost & its prior information shall be given to the NEPA.
- c) CONTRACTOR shall make the arrangement for construction work at site, if any, and erection at his own cost. Normally, fabrication work at Site is not envisaged.
- d) Before start of any work, CONTRACTOR has to obtain the approval from CONSULTANT.
- e) CONTRACTOR should complete the work within the Time Schedule as specified by the NEPA. All changes should be discussed with NEPA before taking up the work.

2.9 Adherence to the requirements specifications, standards, codes and statutory regulations shall be the responsibility of the Contractor. Approval of drawings by NEPA/CONSULTANT will not absolve the Contractor from his responsibility of carrying out the work strictly as per the requirements of this tender. In case any deviation is found at a later stage the Contractor shall rectify the same without any extra charge to the NEPA and without any extension of time unless permission for such deviations have been granted in writing by NEPA in the form of a deviation permit / letter.

2.10 Contractor shall provide adequate Safety measures at site for guarding his men, material and equipments. Also, Contractor Safety Evaluation form as specified in the Tender Document shall be duly submitted by bidder along with the offer.

2.11 All scrap, debris, disposable items such as oily waste, insulation material, etc. shall be taken out of the plot and disposed complying to local pollution control board's regulations.

2.12 Contractor shall arrange adequate Nos. of mobile toilets for the labourers / workers at workplace with necessary sewerage tanks and mobile STP.

2.13 The contractor will submit weekly progress report & plan of future activates.

2.14 On placement of order to successful bidder, the contractor will submit the copies of P.O. placed to their suppliers within 3-5 days to NEPA.

2.15 The contractor shall deploy Project Coordinator/supervisor for smooth execution of work. The Site-in-Charge of the CONTRACTOR shall be a competent and qualified Civil ENGINEER having minimum 5 years experience on similar projects. He shall be assisted by adequate number of supervisors. Site-in- Charge shall be fully responsible for unloading and storing all components at site and subsequent erection, all the field activities and also the supervision of CONTRACTOR's working teams.

**3) Offer:-** Offer submitted shall be valid for a period of **Three months** from the date of opening of the tender.

3.1 ) Bidders are advised to ensure that their offer reaches us well before the closing date and time of the tender, as the offer received after the closing date and time will not be considered. The company is not responsible for postal delays.

3.2 ) The Nepa Limited Nepanagar reserves the right to accept or reject any tender in whole or in part(s) without assigning any reasons whatsoever.

**3.3) The bidder must visit the site & study entire specified work before quoting the tender.**

## PRE-QUALIFICATION CRITERIA

1. Average Annual financial turnover during last 3 years ending 31<sup>st</sup> march of the previous financial year, should be at least Rs. **4 Lakhs**.
2. The contractor should not have incurred any loss in more than two years during the last five years ending March 2024.
3. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-
  - i. Three similar completed works consisting not less than amount equal to **5 Lakh**.

Or
  - ii. Two similar completed works costing not less than the amount equal to **6 Lakh**.

Or
  - iii. One similar completed work costing not less than the amount equal to **10 Lakh**.
4. The similar work means must have fabricated & erected structural stair case (dog legged & spiral), Civil works of industrial building & Structural steel works etc.
5. The contractor should have enough capacity in terms of personnel, labour force both skilled & unskilled, equipments and qualified sub contractor to satisfactorily complete the work.
6. The contractor shall furnish the list of key employees, employed by him with full details with their previous employment.
7. The contractor shall submit copy of GST registration along with copy of PAN.
8. Bidder shall attach all supporting certificates with the offer.

**CGM (W&P)**

**NEPALIMITED NEPANAGAR (M.P.)**  
**(To be submitted with Part “A”- Technical Bid)**

1. Name of bidder :-
2. Postal Address :-
3. Mobile No :-
4. Tender No :- **Civil/Factory/2023-24/15 Dated**
5. Tender Description : - **Erection & commissioning of Safe Ladder at RCC chimney up to 29 meter height**
6. Completion Period of Contract :
7. Whether payment terms stipulated:  
in the tender are acceptable.
8. Whether penalty clause for delay :  
is acceptable.
9. Whether General conditions of tender:  
are acceptable
10. Whether General conditions of tender:  
are acceptable.
11. List of similar type of job executed in last  
Five years along with client certificate:-
12. Proof of PAN Card.
13. GST Registration No:-
14. Labour Licence registration No:-
15. List of Current commitments:-  
Further it is confirmed that:
  - a) All terms & conditions written in the tender documents are acceptable.
  - b) Price bid has been submitted separately in a closed cover.
  - c) Letter of Submission of tender no. **Civil/Factory/2023-24** is duly signed.

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

SIGNATURE WITH SEAL  
OF BIDDER

**LETTER FOR SUBMISSION OF TENDER**

(To be submitted with Part-A-Technical Bid)

To,  
**CGM (W&P),**  
Nepa Limited,  
NEPANAGAR-450221.

Dear Sir,

With reference to the tender invited by you for “**Erection & commissioning of Safe Ladder at RCC chimney up to 29 meter height**”. I/we do hereby offer to execute the works under contract at the respective rates mentioned in the Schedule of quantities. I/we, have read all the terms & conditions of tender, specifications and special clauses, forming part of the schedule of quantities, I/we agree to finish the whole of the works within **Two Months** from the date of getting possession of the respective location or order to start the work.

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

Yours Faithfully,

Contractor

Name of Partners of the Firm if any.

1. \_\_\_\_\_

2. \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_  
\_\_\_\_\_

**GENERAL CONDITIONS OF CONTRAC**  
**To be submitted with Part-A- Technical Bid)**

1. Sealed tenders should be addressed to the General Manager (W& P), Nepa Limited; Nepanagar super scribed “Tender for work of Retrofitting of Civil structure of Paper Machine No.1 & 2 \_“ should be sent / submitted in tender box of Nepa Limited so as to reach not later than as mentioned under any circumstances whatsoever.
2. Each of this tender documents is required to be signed by the:
  - a) Person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of contract, General Specifications, Special Conditions, etc. as laid down. Any tender with any of the documents not so signed shall be rejected.
  - b) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract otherwise the tender is liable to be rejected.
3. The tender form must be filled in English **or** in Hindi and all entries must be made by hand and written in ink. If any of the documents is missing, or Unsigned, the tender will be considered as invalid.
4. All erasures and alterations made while filling the tender must be attested by initials of the bidder. Over writing of figures is not permitted, failure to comply with, either of these conditions shall render the tender void. No advice of any change in rate or conditions after the opening of the tender will be entertained.
5. The bidder must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining there to.

6. **TYPE OF CONTRACT:**

**This contract is on Material + Labour basis.**

7. **INITIAL SECURITY DEPOSIT:**

- The Successful Bidders will be required to remit the Security Deposit equivalent to 3% (Three percent) of the total contract value.
- The SD should be paid by way of Cash or Demand Draft payable in favour of Nepa Limited, Nepanagar **or** in the form of unconditional irrevocable Bank Guarantee (in the attached format), which should be valid for a period of one year from the date of agreement.
- SD will be released after the successful completion of the work.
- The Security Deposit held by NEPA till it is released to the Successful Bidder will not earn any interest thereof.
- The Security Deposit of the successful bidder will be forfeited without notice, if he fails to comply with any of the conditions of the contract.

8. **SECURITY DEPOSIT FOR DEFECT LIABILITY PERIOD:**

In addition to the money held by the Company under above clause, further 3% (Three Percent) of the value of work done for the due fulfilment of the contract shall be deducted from payment made to the contractor (**This Security Deposit shall be retained by the Company without interest for One Year as a Guarantee against defect liability**). In case of any defects observed during said period of **One Year** from the date of completion, contractor has to rectify the same at his own cost and risk within 7 days after issue of notice. **All compensation or other dues of money payable by the contractor to Company under the terms of this contract may be deducted from his earnest money and the security deposits.**

9. **PRICE & RATES:**

The rates quoted in the tender should include all charges for materials and cost of equipments hire for, any tools and plants, making out and clearing of site as mentioned in specifications. The rates quoted shall be deemed to be for the finished work to be measured at Site. Initial amount & GST amount should be mentioned separately in the last column on total basic amount. Any other duties, Octroi or levy etc levied by the Central Government or any State Government or Local Authority wherever applicable shall be paid by the bidder. No claim in respect of other duties, octroi or levy shall be entertained by the Company at a later date.

The calculations made by the bidder should be based upon probable quantities but it must be clearly understood that neither the probable quantities for the value of the individual items nor the aggregate value of the entire tender will form part of the contract and that the Company does not in any way assure the bidder or guarantee that the said probable quantities are correct or that the work would correspond there to.

10. **TAXES AND DUTIES:-**

- Taxes, Duties & Cess will be chargeable as per extant Government Laws/ Guidelines prevailing in India.
- Vendor/ Supplier/ Contractor is required to quote their prices in the Price Bid include of all taxes, freight, insurance, loading, till the supply of goods/ services received at NEPA site at Nepanagar.
- Vendor/ Supplier/ Contractor is required to pass on the benefits arising out of GST including seamless flow of Input Credit, reduction of tax rate on Input as well as on final goods/ services by way of reduction of price in their Price Bid clearly and separately.
- Vendor/ Supplier/ Contractor must show/ indicate the breakup of basic price and taxes, freight, insurance etc. separately on their invoices.
- If in future the rate of Tax is increased or any new Tax is declared by Government of India after the date of submission of tender then the difference part will be borne by Nepa and if reduction or exemption on the same is declared then the benefits must be passed on to NEPA.
- Prices shall be inclusive of all Taxes, transportation charges and Duties, as applicable.
- TDS of Income-tax or any other tax, as applicable, will be deducted from the payment to the VENDOR as per applicable laws in India.
- Tax deduction at source for income tax and other applicable taxes, if any, shall be deducted from the payment due to VENDOR as per applicable laws of the Country and certificate to the effect that tax has been deducted, will be issued to Enable the VENDOR to get necessary tax credit at the time of filing the tax return.
- Before quoting, the BIDDERS are advised to familiarize themselves with the prevailing rates of TDS of Income Tax applicable in India.
- The PURCHASER, wherever applicable, will furnish the VENDOR with the original tax receipt /certificate in connection with such payments made under this contract. Wherever the Indian tax has been paid as aforesaid, by the PURCHASER for and on behalf of the VENDOR, the VENDOR under Avoidance of Double Taxation Treaty shall diligently claim from the authorities concerned any refund or reimbursement due under the said treaty and offer the benefit of the same to the purchaser in the price bid.

- Bidders shall submit along with their Bids, attested copies of up to date Income tax, service tax and Sales tax return without which Bid shall be considered as incomplete and liable to rejection.

11. **PERIOD OF CONTRACT:**

Time shall be considered as the essence of the contract. The entire work must be completed in **Two Month**.

12. A schedule of probable quantities in respect of such work and specifications accompany these special conditions. The schedule of probable quantities is liable to alterations by omissions, deductions, or additions at the discretion of Company.
13. Tenders will be considered only from recognised bonafide contractors in the trade concerned. Each bidder shall submit with his tender, a list of similar works of a like nature he has executed giving details as to their magnitude and cost, the proportion of work done by the contractor in it and the time within which the works were completed.
14. The Company reserves right to accept or reject any or all offers without assigning any reason whatsoever.
15. In case of downloaded tender document, if it is observed at any stage that the bidder has modified/ altered any of the contents/ matter of the tender documents then his tender shall be rejected and his EMD shall be forfeited. In such event, the Company shall be free to take appropriate legal action against the said bidder.
16. The complete tender document is available on our website **www.nepamills.co.in** Any further corrigendum/ addendum to this tender document shall be made available on the aforesaid website only. The bidders may regularly visit the website for checking any corrigendum/ addendum to this document.

17. **SPECIFICATIONS.**

All the works shall be carried out strictly as per specifications mentioned in CPWD SOR, **tender document (Annexure- S)** & according to latest I. S. specification amended up to date.

18. **ELIGIBILITY- CRITERIA**

1. Bidders should not have been banned / de-listed/ black listed/ debarred from business on any ground. Self-declaration in this regard is to be submitted along with the bid.
2. The Bidders whose contract(s) have been terminated due to poor performance by employer, shall not be allowed to participate in the bidding process for next 5 years w.e.f the date of notification of termination.

19. **SIGNING OF BID DOCUMENT / BID BY FIRM**

1. In the event of Bid being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorising him to do so. Such power of attorney shall be enclosed with Bid and it must disclose that the firm is duly registered under the Indian Partnership Act.
2. The bid must be duly signed with the name and designation of the signatory with the seal of the firm affixed.
3. Bids by partnership firm must bear the signature of the authorized person. A certified copy of the Partnership Deed/Agreement shall also be furnished along with the bid.



4. Bids by Corporations/Companies must be signed in the legal name of the Corporation / Company by the President / Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation/Company, with the seal of the Corporation/Company. A certified copy of the Memorandum / Articles of Association / Certificate of Incorporation shall accompany the bid.
5. The BIDDER's name stated in the bid shall be the exact legal name of the firm/Company/Corporation, etc. as registered or incorporated.

20. **BID VALIDITY**

Bid shall remain valid for **90 days** from the date of opening of tender.

21. **BID - VALIDITY- EXTENSION.**

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail or facsimile transmission. Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension.

22. **CLARIFICATIONS ON BID.**

During techno-commercial Bid evaluation, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be in writing or e-mail or through the portal, however, no change in the price or substance of the Bid shall be sought, offered or permitted. Reply shall be submitted by Bidder within a stated reasonable period of time. If Bidder does not provide clarifications of the information requested by the date and time set in the Employer's request for clarification, its Bids may be rejected.

23. **ALTERATION IN SPECIFICATION & DESIGNS**

The Company shall have power to make any alteration and additions/omission or substitution for the original specifications and instructions that may appear to him to be necessary during the progress of work. The rates for such additional altered or substituted work under this, clause shall be worked out in accordance with following provision in their respective order:

- a) If the rates for the additions altered or substituted work are not specifically provided in the contract for the work, the rates will be derived for similar class of work as are specified in the contract for the work.
- b) The rates for such item or items will be determined by Company on the basis of prevailing market rates, when the work was done and Company's decision given in this behalf shall be final and binding on the contractor.
- c) The rates for such item or items will be determined by the rates provided in the CPWD schedule of rates of latest revision.

24. **VARIATION IN QUANTITIES:-**

Quantities of any item / items mentioned in bill of quantities are tentative and may vary up to any extent on either side plus or minus. However, the total contract value may increase (+) 100 % in case of requirement. The rates shall be same as mentioned. No claim shall be entertained what so ever it may be.

25. **LIQUIDATED DAMAGES**

Liquidated damage (penalty) shall be imposed of **Rs 1,000/- (One Thousand) per day on delay** beyond the date of completion of the work specified in the Contract, subject to a maximum of ten (10) per cent of the total value of the Contract.

26. **INSURANCE- POLICY**

After award of the contract it shall be the liability of the contractor to take out a **contractor's All risk Policy** to cover all his workmen for contingencies like accident etc together with other risk. A copy of such policy shall have to be submitted to the Office of Manager (Civil) Nepa Limited before start of the work.

27. **FACILITIES PROVIDED BY THE COMPANY:-**

Single point water and electricity will be provided by the company and electricity will be on chargeable basis. Existing drawing will be provided by the company if available.

28. **FORCE MAJEURE**

Force majeure is herein defined as:

- a. Any cause which is beyond control of the contractor or the client, as the case may be.
- b. Natural phenomenon, flood, drought, earth quake, epidemics, pandemic
- c. Acts of any Governmental Authority.
- d. Accidents and disruptions.
- e. Transportation delay due to force major or accidents.
- f. Strikes, Slowdown, Lock out and Sabotage.
- g. Riots and Civil commotion.
- h. Failure or delay in contractor's source of supply due to force majeure.

29. **TIME EXTENSION**

- a. The period of contract shall be **Two Months** from the date of commencement of the works, which will be mentioned in the work order. The work order shall be valid for the entire contract period. However, the company reserves the right to reduce the contract period earlier without assigning any reason what-so-ever, on the other hand the contract period can be extended for further period on the same terms and conditions as originally agreed upon with the consent of contractor if the performance of the contractor found satisfactory during contract period.

30. **METHOD OF MEASUREMENT AND PAYMENT**

- a) Measurements of items shall be jointly recorded in the measurements books as per the actual measurements of work. The method of measurement for various items of work shall be in general as per IS-1200 latest edition as per PWD practice and market practice. Contractor shall raise monthly R.A. bills/a final bill as per joint measurement and payment of the same shall be made accordingly.
- b) Contractor shall raise monthly R.A. bills/a final bill as per joint measurement and payment of the same shall be made after deduction of Income tax & other deduction applicable accordingly. 3% retention money shall be deducted from each R.A. bill and final bill. Retention money so deducted shall be released after one year from the date of completion of work no interest shall be paid on this account.**

31. **PAYMENT ON ACCOUNT**

- a) Running Account bills shall be submitted by the Contractor monthly on or before the date fixed by the Engineer-in-Charge for the work executed. The Engineer-in-Charge shall then verify the bills with reference to the measurements recorded in the measurement book(s).
- b) Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amounts already paid, the security deposit and such other amounts as may be withheld/deductable or recoverable in terms of the Contract.**

- c) Payment of the Contractor's bills shall be made by the Employer within 30 days from the date of submission of the bill by the contractor subject to the acceptance of the Engineer - in- charge.
- d) In case of any disagreement between Engineer in charge / finance and Contractor on any part of the bill, such part shall be severed from the rest and payment of such part shall be withheld by the company and payment of balance admissible part of Contractor's bill shall be processed and released within specified 30 days.
- e) The clarification on disagreed part, if any, required on any item of Contractor's bill shall be sought by the EIC within 07 days of bill submission and except in exceptional circumstances, these clarification shall be sought in one go. Similarly, the Contractor shall also be required to submit the clarification sought within next 07 days.
- f) Payments due to the Contractor shall be made by crossed Cheque/RTGS/NEFT by the company. Such cheques shall be issued direct to the Contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorized to receive such payments from the Company.
- g) Any Running Account bills given relating to work done or materials delivered, may be modified or corrected by any subsequent Running Account bills or by the final bill. No certificate(s) of the Engineer-in-Charge supporting a Running Account bill shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.
- h) Should there be a request for extension of Time for Completion, pending its consideration; interim payments shall continue to be made as provided herein.
- i) Contractor shall submit ESIC and PF Challans along with the bill.
- j) All the Payments are subject to applicability of TDS & other deductions under prevailing tax laws (including construction cess applicable).

**32. DAMAGE TO WORK :**

The contractor shall be responsible for all damages except damages cost by riots, civil, war, earthquake and by the air crash till the work is handed over.

**33. NO COMPLAINT OTHERWISE :**

The bidder must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of filling bid and must consider and inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining there to. The bidder is requested to check and verify the material before the date of tender submission. It would be perused that the bidder have participated in the tender have physically seen the material, understood the scope of work & terms and conditions well. Hence, No complaint will be entertained after acceptance of offer.

**34. CONTRACTOR'S RISK:**

All risks of loss of or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract other than the excepted risks which are:

- (a) In so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the bidders employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or
- (b) A cause due solely to the design of the Works, other than the bidders's design, are the responsibility of the bidder.

34. **FORE CLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK.**

a. If at any time after acceptance of the tender the Employer decides to abandon or reduce the scope of the Works for reason whatsoever and hence does not require the whole or any part of the Works to be carried out. The Engineer-in-Charge shall give notice in writing to that effect to the Contractor, and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the fore-closure of the whole or part of the Works.

b. The Contractor shall be paid at Contract rates for full amount of the works executed at Site.

35. **JURISDICTION**

For the Purpose of enforcing legal rights/remedies in respect of this contract, Courts in Burhanpur (District), Madhya Pradesh shall alone have exclusive jurisdiction.

36. **DEFECT LIABILITY PERIOD**

Defect liability period shall be **One Year** from the date of completion of the work.

37. **RESOLUTION OF DISPUTES- ARBITRATION**

All the disputes and differences arising between the parties hereto, including any dispute or difference in regard to the interpretation of any provisions or term or meaning thereof, or in regard to any claim of one party against the other or in regard to the rights and for obligation of any party or parties hereto under this agreement or otherwise, howsoever shall be referred to the sole Arbitrator by the parties and the sole Arbitrator would be as per provision of Arbitration and Conciliation Act (Amended Act 2015) and place of arbitration would be at Nepanagar, District Burhanpur.

All the disputes in respect of enforcement of the contract/agreement as per the Indian Contract Act, 1872 or any tax dispute, if, arises during the execution of the contract of if, any dispute in respect of change in tax slab, due to change in legislation or any new enactment come during the enforcement of the agreement, the said matter shall be referred to the Arbitrator and the same would have been appointed as per provision of Arbitration and Conciliation Act (Amended Act 2015).

All the disputes in relation to tax, quantity or in any other nature which arises between the parties during the execution of the agreement or enforcement of the said agreement then matter shall be referred to the sole Arbitrator and apart from this, no claim or adjustment shall be made by the Nepa Ltd. in respect of any claim and all the disputes shall be adjudicated by the sole Arbitrator and Arbitration proceedings shall be governed by the Arbitration and Conciliation Act (Amended Act 2015).

38. **LABOUR CLAUSE:**

- a) The contract shall observe and abide by all the Labour Laws in force and as amended from time to time during the tenure of this contract and the labour laws that are enacted in future and in particular.
- b) The CONTRACTOR shall comply with all industrial and labour rules and regulations which are in force from time to time. The CONTRACTOR has to follow strictly the government labour acts which are in force at present and at all future times and all necessary arrangements for labour will have to be made by the CONTRACTOR.
- c) No labourer below the age of eighteen years shall be employed in the work.
- d) The CONTRACTOR shall pay not less than minimum district wages to labourers engaged by him on the work.

- e) The CONTRACTOR shall notwithstanding the provisions of any Contract to the contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his SUB-CONTRACTORS in connection with the said work, as if the labourers had been immediately employed by him.
- f) The Company shall have the right to deduct from the money due to the CONTRACTOR, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the Contract or non-observations of regulations.
- g) Any deviation or dilution of statutory Labour laws while executing the work will be liable to the termination of contract on risk-purchase basis.
- h) If the necessary labour related documents are not submitted with the respective bills then contractor will be responsible for any delay in processing the bills.

**39. QUALIFIED ENGINEERS FOR SUPERVISION OF WORK.**

The Contractor will deploy a degree holder or Diploma holder Engineer qualified from recognised institution with at least 2 to 3 years experience of similar type of work.

**40. COMPENSATION AND ACTION IN CASE OF BAD WORKMANSHIP**

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing for executing the work whatever the cause of delays may be, including delays arising out of modification to the work entrusted to him or in any sub contracts connected there with or delays in awarding contracts for other trades of the project in commencement or completion of such works or in procuring governments controlled or other materials or for any other reason whatsoever and the Company shall not be liable for any claim, in respect thereof. The Company does not accept liability for any sum besides the tender amount subject to such variations as are provided for herein.

- a) The successful bidder is bound to carry out any items of work necessary for the completion of job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Company. The rates of such extra items shall be decided before the execution of extra items.
- b) The successful bidder must co-operate with other contractors appointed by the Company so that the work shall proceed smoothly with least possible delay and to the satisfaction of the Company.
- c) The Security deposit of Successful bidder will be forfeited without notice, if he fails to comply with any of the condition of the contract.

**41. HEALTH SAFETY AND REGULATORY REQUIREMENTS:-**

- a. The work covered in this specification, shall comply with all relevant government and local laws, regulations and standards. For subjects not covered by regulations, codes, standards or specifications, the materials and construction shall be based on good engineering practice, subject to approval by Owner.
- b. Contractor shall ensure that all health and safety regulations are observed for the erection of scaffolding and use of the selected paint material.
- c. All necessary precautions shall be taken to ensure the safety of personal and property. Extreme caution shall be used when working with oil or oil-based paints, cleaning fluids etc., especially in

close proximity to oxygen piping or oxygen equipment. Heavy concentrations of volatile or toxic fumes must be avoided and in confined areas, blowers or exhaust fans shall be used.

- d. Rags and other waste material soiled with paints, thinners or solvents shall be kept in tightly closed metal containers while on the jobsite and not in use. Legal disposal of waste materials outside the site premises is Contractor's responsibility.
- e. The contractor shall take all safety precautions and ensure use of safety appliances by his workmen. In the event of any accident, the contractor shall entirely be responsible for any accident to his workmen & for any other claim and or arising out of any law in force and he should indemnify the company against any or all such claims.

**42. REMEDIAL ACTION FOR UNSATISFACTORY / PERFORMANCE OF THE CONTRACTOR :-**

- a. If the contractor commits any breach of any of the terms & conditions of this agreement / Contract and if it is not proposed to terminate the agreement on account of any such breach the Company may impose a penalty of 200 Rs per day (Subject to 10 % of the total Contract value).
- b. If the contractor commits any breach of any of the provisions of the agreement / contract or his progress of works is found unsatisfactory or taken inordinate delays as has been ordered by the Company officer, then without prejudice to any other rights and remedies the Company may, at its option, terminate the contract / agreement by giving seven days notice to the contractor. On termination of agreement / contract the Company shall be entitled to:-
  - I. Forfeit the Security Deposit, either whole or in part thereof as may be decided by the Company.
  - II. Recover all amounts of penalty, Compensation, Losses, Dues, and Govt. Dues recoverable or likely to be recoverable from the contractor in terms of the contract.
- c. In the event of termination of the contract or has slowed down the work, or he failed to continue the work or has expressed his unwillingness to continue the work, the Company may get the balance work completed departmentally or through any other agency at the cost and risk of the contractor and the excess expenditure, if any, incurred by and loss that may be caused to the Company on this account shall be recoverable from the contractor. The loss as assessed by the Company officers shall be final and binding on the contractor.

**43. SITE VISIT:**

- a. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground (so far as practicable), the form and nature of the site, the means of access to the site, in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The Bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of work.
- b. The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question; provided the questions are raised at least 7(days) before the due date of submission of Tender.

c. Bidder(s) have to submit 'Declaration Confirming Knowledge about Site Conditions' as per Schedule –A along with the offer

CGM (Technical)

The above conditions are accepted to me/us.

Signature of Contractor

Name:- \_\_\_\_\_

Address:- \_\_\_\_\_

## **SPECIAL CONDITIONS OF THE CONTRACT**

(To be submitted with part-A)

**Name of Work:- Erection & commissioning of Safe Ladder at RCC chimney up to 29 meter height.**

1. This contract is on material + labour basis.
2. The contractor must get acquainted with the proposed site for the work and study specified conditions carefully before tendering.
3. The rates quoted shall be firm during the entire period of contract and no escalation shall be paid on any ground whatsoever it may be.
4. **The works will be executed strictly as per specifications mentioned in BOQ.**
5. All the materials required for execution of works shall be according to ISI specification/ISI mark, latest revision.
6. The rates shall be inclusive of all leads and lifts for all items with all duties, freight, etc.
7. As this is a specific kind of job and it is not possible to mention here each and every item required for completion of the entire scope. Therefore, it is the responsibility of contractor to fill the rates in above list considering all other minor items required for completion of work, **No further specific items of particular temporary works shall be measured and paid for separately.**
8. The contractor will remove all surpluses and released material from the site of work after execution and completion of work to avoid any hindrance/inconvenience to other agencies working in the adjoining area.
9. Items to be supplied and materials to be used in the works as shown and defined on the drawings, design document and described herein all under the supervision and to the satisfaction of the Consultant.
10. The contractor should verify all measurements given in the drawings at the site before commencing the work. Any difference should be clarified with the Consultant before commencing the work.
11. The contractor shall make necessary security arrangements at the site for the safety of his tools, materials and equipment etc, his own cost.
12. During working at site, some restrictions may be imposed by NEPA /CONSULTANTS or Local Authorities regarding safety and security etc., the bidder shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
13. Contractor has to abide all the prevalent labour laws & statutory regulations in force & applicable for the faithful execution of this work.
14. Branded materials as specified in the bill of quantity shall only be used. Preferred Vendor list for execution of work is provided in the Annexure – S. The Contractor shall only use the material as per the approved list.
15. Contractor at his own cost has to make necessary arrangement for disposal of debris/waste material to the nearest dumping yard.
16. The building materials used shall be Tax/VAT/Royalty/ Octroi paid. Necessary Royalty challans to be produced on demand along with Bills.



17. The contractor has to augment or provide all required materials, labours, tools and tackles, safety appliances, etc. to perform the jobs as per Bill of Quantities and Terms & Conditions of contract.
18. Normal working hours will be 8.00 am to 4.00 pm but in emergency contractor can be called to attend the work at any time in extra hours, for which contractor will not be paid any extra payment of compensation thereof. However contractor may be allow to work extra hours by taking permission of NEPA.
19. All the damages occurred during work will be recovered from contractor's bill.
20. In the event of failure of contractor to carry out the job in a specified time, the work will be carried out through other agency at the cost and risk of the contractor.
21. The contractor will remove all surpluses and released material from the site of work after execution and completion of work to avoid any hindrance/inconvenience to other agencies working in the adjoining area.
22. All the specification related to work is given with the BOQ tabulated separately and work should be done according to the CPWD Guidelines.
23. Items to be supplied and materials to be used in the works as shown and defined on the drawings, design document and described herein all under the supervision and to the satisfaction of the Consultant.
24. No compensation shall be payable to the bidder for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
25. The bidder is bound to carry out the tests, if any, as per the CPWD guidelines for ascertaining the quality of the works executed/ materials used as and when directed by the NEPA/Consultants. The cost of preparing samples and carrying out tests for quality of material or workmanship will be borne by the bidder except for such exclusions as are specifically mentioned in the specification laid down in the contract. The cost of all test carried out in Laboratories as directed by the NEPA/Consultants will be borne by the contractor.
26. **Due to covid-19 lock down situation it may be possible that oxygen cylinders for welding may not be available, hence contractor has to make necessary arrangements for other technique like plasma cutting etc so that the work should not hamper. Price shall be quoted considering the same otherwise no claim will be entertain later on.**
27. Quantities mentioned in BoQ are approximate and payment shall be made on actual measurements.

**The above conditions are accepted to me/us.**

**CGM (Technical)**

**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**  
**[ To be typed and submitted in the Letter Head of the Company / Firm of Bidder ]**

**To,**

**Chief General Manager (W&P),  
NEPA Ltd,  
Nepanagar**

Dear Sir,

Sub. : Declaration confirming Knowledge about Site Conditions

Ref. :     NIT / Tender Specification No. : .....

In compliance of Clause No:..... of prescribed qualification criteria of the above referred Tender, I/We, ..... Hereby declare and confirm that we have visited the Project Site on.....,2023 as referred in NEPA Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Labour Laws & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site Conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorised  
Representation of the Bidder)

Date :

Place :

### **Bill of Quantity**

The rates quoted should be inclusive of all lead, lift, unloading & Staking, Freight and other charges if any;

<b>S.N.</b>	<b>Description of Items</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1	Design, Engineering, Supply, Fabrication, Erection & Commissioning of safe staircase at RCC chimney upto 29 meter height.	One (1)		
Total Basic Amount =				
Add GST @_____ =				
Grand Total Amount =				
Total Amount (in words) =				

Signature :-

**CGM (W&P)**

Name of Contractor :-\_\_\_\_\_

Address :-\_\_\_\_\_

Phone No. :-\_\_\_\_\_

GST registration No. :-\_\_\_\_\_

**(1) UNPRICED COMMERCIAL TERMS:**

**PRICE TERMS:** Price quoted should be firm on F.O.R. Nepanagar basis giving break up of Basic Price, GST and any other tax if payable, levies and transport charges.

**PERIOD OF CONTRACT:** - 60 days from the date of placement of work order. Also this may be extended for another few months with the mutual consent.

**viii) TENDER EVALUATION CRITERIA :-** Tender shall be evaluated on net cost to the company i.e. considering GST under reverse charge or input credit of GST.

**ix) FINANCIAL STANDING :-** Documentary evidence in the form of certified Audited Balance Sheets of last three years of the firm or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

**X. Experience Criteria:** The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt. Organization / PSU / Public Listed Company for last **TWO** number of Financial years before the bid opening date. Copies of relevant purchase order to be submitted along with bid in support of having supplied some quantity during each of the Financial year.

**XI) DECLARATION/UNDERTAKING:**

**Below undertaking shall be binding to all bidders those are participating in this tender.** Bidders are requested to read undertaking carefully before submission of tender.

**#IF WE WITHDRAW OR MODIFY OUR BIDS DURING PERIOD OF VALIDITY OF BID ETC. THEN WE WILL BE SUSPENDED FOR THE PERIOD OF 03 YEARS FROM THE DATE OF OPENING OF BID. #**

**# OUR FIRM HAS NOT BEEN BLACKLISTED/DEBARRED BY GOVERNMENT OF INDIA/RESERVE BANK OF INDIA /ANY PSU DURING LAST FIVE YEARS#**

**#FIRM IS COMPETENT AND LEGALLY AUTHORIZED TO SUBMIT THE TENDER AND/ OR ENTER INTO THE LEGALLY BINDING CONTRACT#.**

**(2) PRICE PART :-** Price Bid should be submitted on your letter head as per our proforma, enclosed here with accepting our terms and conditions.

**M (Commercial)**

**UNPRICED COMMERCIAL BID FORMAT****PART "A"**

PLEASE SUBMIT TECHNICAL SPECIFICATIONS WITH SAMPLE AND OTHER RELEVANT COMMERCIAL TERMS  
(EXCLUDING RATE) WITH BELOW SHEET

**BIDDERS INFORMATION SHEET**

FIRM'S NAME			
REGISTERED OFFICE			
ADDRESS			
CITY			
STATE			
PINCODE			
TELEPHONE NO.			
FAX NO.			
CORPORATE E-MAIL I.D.			
WORKS ADDRESS			
CITY			
STATE			
PINCODE			
TELEPHONE NO.			
FAX NO.			
YEAR OF ESTABLISHMENT			
CLASSIFICATION OF INDUSTRY	SMALL / MEDIUM / LARGE SCALE		
	PUBLIC <sup>2</sup> ) PARTNERSHIP PROPRITERY AND PRIVATE		
NAME OF OWNER			
CONTACT PERSON			
DESIGNATION			
PHONE NO.			
<b>DETAILS OF TURNOVER</b>			
	<b>TURNOVER</b>	<b>PROFIT AFTER TAX</b>	<b>NO.OF EMPLOYEES</b>
<b>BANKERS DETAILS</b>			
ADDRESS			
CITY			
PIN CODE			
INCOME TAX (PERMANENT) NO.			

ACCOUNT NUMBER	
----------------	--

LIST OF MAJOR ORDERS EXECUTED FOR REFERENCE:

S.NO.	ITEM	COMPANY	QUANTITY
1.			
2.			
3.			

WHETHER REGISTERED WITH	DGS&D / NSIC / SSI
IF SO REGISTRATION NO.	
ITEM MANUFACTURED	
SUPPLIED	
LEAD TIME REQUIRED FOR	NO. OF DAYS
HAVE YOU SUPPLIED PAC OR ANY OF THE SUPPLY TO NEPA LTD. PREVIOUSLY, IF SO ORDER REF.	YES/ NO
<b>DETAILS OF EARNEST MONEY:- NOT APPLICABLE, PBG SHALL BE SUBMITTED BY SUCCESSFUL BIDDER WITH IN 15 DAYS OF AWARD OF PO.</b> (Please attach DD as per list in technical specifications)	
AMOUNT IN Rs.:	NEFT DETAILS/DD NO.:
DEPOSIT :	BANKER'S NAME :

**NEPA LIMITED : NEPANAGAR (MP)**

**Bidder instructions for filling the tender document.**

1. Intending bidders are requested to study carefully the bid documents including the terms and conditions enclosed before submitting their bid.
2. Bidders are requested to quote rate strictly as per our specifications.
3. Bids documents are not transferable.
4. **Price Part** :Prices quoted should be firm on F.O.R. Nepanagar basis giving breakup of basic price, GST and any other tax if payable and transportation charges. Breakup is must while submitted your offer (**Ref. Annexure-D- PART 'B'**).**Price part of only those suppliers will be opened whose PART-A is accepted.**
5. **EMD:-** Applicable.
6. **EMD / PBG: -** SUPPLIER SHALL SUBMIT EMD / PBG  
EMD / PBG MAY BE SUBMITTED IN FORM OF DEMAND DRAFT/ NEFT / RTGS IN FAVOUR OF NEPA LIMITED, PAYABLE AT NEPANAGAR, MP-450221.  
  
EMD / PBG MAY BE SUBMITTED IN FORM OF NEFT / RTGS/ELECTRONIC TRANSFER IN THE ACCOUNT OF NEPA LIMITED. ACCOUNT DETAILS ARE AS UNDER-  
  
CURRENT ACCOUNT NO : 32212167441  
BANK NAME : STATE BANK OF INDIA  
BRANCH : NEPANAGAR  
IFSC CODE : SBIN0001306
7. Fax/Telex/Telegraphic offers will not be considered.
8. Offers should be valid for **90** days from the date of opening for our acceptance.
9. The Company may accept/reject the whole or part of an offer without assigning any reason. The Company may split the quantity required between two or more bidders as per government guidelines for "**Public Procurement (Preference to Make in India) Order, 2017**" issued by DIPP and "**Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012**" issued by MoSME.
10. Bids not submitted strictly in accordance with the general terms and conditions are liable to be rejected.
11. Offer shall not be accepted if payment terms quoted other than our terms.
12. The offers submitted with payment terms through L/C shall be rejected.
13. For other terms please refer our general conditions of the tender attached herewith.

Please submit the Bid by the schedule date and time.

Thanking you,

M (Commercial)

## GENERAL CONDITIONS OF THE TENDER

1. Intending bidders are requested to study carefully all the tender documents/conditions and understand the tender/contract conditions before quoting their rates.
2. Tenderer will submit along with the tender their past performance with convincing proof of their having supplied such quality material as per the schedule of tender to other reputed consumers/organization/ Companies.
3. The quantity indicated shall have to be supplied according to delivery schedule to be specified by Company.
4. The tenderer should submit certificate regarding their financial standing. The tender should be accompanied with the latest Annual Report or Balance Sheet.
5. The tenderers should clearly indicate whether they are manufacturers or agents of manufacturers of the material offered. In case, they are agents of the manufacturers, the name, full address, phone Nos., Fax Nos., Registration No. etc. of the manufacturers should be clearly stated. The tenderers shall indicate the turnover, plant capacity, Equipments available etc., as given in the **Annexure-C Part-A**. Particulars about tendering firm should be furnished in the enclosed form
6. The company reserves the right to accept any tender or reject all tenders either in full or part without assigning any reason for doing so/ or carry out negotiations as considered suitable by the company. The company also reserves the right to split up the tender between two or more tenderers. Any revision in price/terms and conditions of the tender submitted by the tenderers on their own accord after opening of the tenders shall not be accepted by the company.
7. The rate should be quoted in figures as well as in words. In case of difference in figures and words, the amount in words should be considered.
8. The rate should be quoted on F.O.R. Nepanagar basis including GST, Insurance, Cess or any other tax or levies as applicable. Transit Insurance, Transportation charges etc. are to be mentioned separately.
9. All the supplies received at our end will be checked in our factory at Nepanagar.
10. Notwithstanding anything herein contained the suppliers will undertake to be responsible for the safe arrival of the goods in good condition and without any loss or damage at the final destination and until the same be actually delivered to and received by the Mills at its works or other places of final destination and for this purpose goods carried by Railway or other carriers shall be deemed to be so carried at the risk of suppliers. If on inspection at the final destination the Mills discover any loss in the goods supplied or that they are received in damaged or broken condition and that in the opinion of the Mills that they are not of the contracted quality or specification, the Mills shall be entitled (Notwithstanding that the goods shall have passed to the Mills) refuse/acceptance of or reject the goods altogether and claim damages or cancel the contract and buy its requirement in the open market against the suppliers cost and risk in due fulfilment of the contract.
11. The tenderer would remain fully responsible to the company for the quality and quantity of such material and for full execution of the order. If at any time it is found that the tenderer, his/their sub-suppliers, agents and/or employees is/are involved and are indulged in malpractice of the company shall be at liberty to claim compensation from the tenderer for the loss incurred and/or confiscate the Security Deposit without any further notice to the tenderer and also at the risk of the tenderer.



12. Price quoted should be firm for the entire period of contract. The price however will be subjected to variation (Plus or Minus) only to the extent of changes in statutory duties and levies on the finished product. The tenderer should clearly indicate in the offer extent of duties and levies included in the price quoted by them. The claim for increase in price on the above account will be required to be supported with evidence.
13. The Company reserves the right to increase or decrease the quantity on order up to 50% (Fifty). However, the company, at its discretion, to further increase the quantity of the contract or the total tendered quantity keeping the period of supply and terms and conditions of the contract unchanged.
14. The offer should remain firm and valid for acceptance by the company up to a period of **90 days (Ninety days)** from the date of opening of tender.
15. **EMD:- applicable.**
16. Security Deposit/Performance Bank Guarantee, which is liable to be forfeited in case of breach of any of the terms of contract. In the event of the supplier failing to supply the material ordered in full or in part as per the schedule given by the company and the company having required to purchase the same at a higher price from other sources, the suppliers will be liable to pay such extra cost to the Mills. **The Security Deposit will be released after completing the supply satisfactorily.** The Earnest Money Deposit of unsuccessful tenderers will be refunded to them and Security Deposit will not bear any interest.
17. If the supplier shall desire extension of time for completion of the supply on the ground of the their having been unavoidably hindered in their execution or any other ground, they shall apply in writing to the Mills within 7 days of the date of hindrance on account of which they desire such extension as aforesaid on the Mills, if in their opinion, finds reasonable company may allow such extension of time. In case of extension of time given if granted it shall be without prejudice to the company's right to recover loss or damage suffered due to delay in execution of the supply and shall not be deemed to constitute waiver thereof. Any application for extension of time made by the suppliers after expiry of due date for completion of the supply as per terms/contracts shall not be entertained or be deemed valid.
18. The company will not undertake any responsibility for deterioration of the quality on account of transit delayed.
19. **CAUSE OF FORCE MAJEURE:** Act of God (like Earthquake/Floods/Storms etc.) act of Estates the direct and indirect consequence of wars (declared or undeclared) Hostilities, National emergencies, Civil Commotion's, strikes and lock outs (only those which exceeds duration of 10 continuous days) of seller's complete work or any other reason beyond the control of the seller and if accepted by the Purchaser. (The seller shall immediately inform the purchaser giving the details and documentary proof at the beginning and end of such impediments. It is understood that delivery dates will be extended only for the duration of above mentioned impediments.
20. **ARBITRATION CLAUSE:** All the disputes and differences arising between the parties hereto, including any dispute or difference in regard to the interpretation of any provisions or term or meaning thereof, or in regard to any claim of one party against the other or in regard to the rights and for obligation of any party or parties hereto under this agreement or otherwise, howsoever shall be referred to the sole arbitrator by the parties and the sole arbitrator would be as per provision of arbitration and conciliation act (amended act 2015) and place of arbitration would be at Nepanagar, district Burhanpur. all the disputes in respect of enforcement of the contract/agreement as per the 7 / 9 Indian contract act, 1872 or any tax dispute, if, arises during the execution of the contract of if, any dispute in respect of change in tax slab, due to change in

legislation or any new enactment come during the enforcement of the agreement, the said matter shall be referred to the arbitrator and the same would have been appointed as per provision of arbitration and conciliation act (amended act 2015). all the disputes in relation to tax, quantity or in any other nature which arises between the parties during the execution of the agreement or enforcement of the said agreement then matter shall be referred to the sole arbitrator and apart from this, no claim or adjustment shall be made by the Nepa Ltd. in respect of any claim and all the disputes shall be adjudicated by the sole arbitrator and arbitration proceedings shall be governed by the arbitration and conciliation act (amended act 2015).

21. **JURISDICTION:** All disputes arising out of or in any way connected with this tender/order/contract shall be deemed to have arisen at Neplanagar Distt. Burhanpur in the state of Madhya Pradesh and within the jurisdiction of Court at Burhanpur which Court shall alone and exclusively determine such disputes.
22. In case a party agrees to all the terms and conditions of Part – A i.e. Technical and Commercial Bid and if they subsequently place any other terms and conditions in Part-B or go back from the earlier accepted as in Part – A , the full amount of EMD/PBG will be forfeited and their offer will not be considered for evaluation. EMD APPLICABLE.
23. Such tenders are not submitted strictly in accordance with the instructions/conditions mentioned herein above considering conditional offers may liable to be rejected.
24. **GST:** Kindly quote 'GST' if payable extra on total basic rate of each item, please quote GST in '%' inclusive of cess. Mention GST Registration Number (15 digit GSTIN).  
If bidder is not liable to take GST registration, i.e., having turnover below threshold of Rs 20 lakhs (Rs 10 lakhs for NE & special Category States), bidders need to submit a certificate to that effect and agree to indemnify the company against future GST liability, during the concurring of the contract.  
Further the bidder should notify Nepa Ltd within 15 days from the date of becoming liable to GST and such registration should be submitted to Nepa Ltd.  
Those bidders who have opted for Composition scheme under GST, they have to submit a declaration to Nepa Ltd indicating their GST registration no.  
HSN (Harmonized System of Nomenclature) code for the goods being supplied by the vendor for each item covered under this tender has to be declared in the Technical bid.  
Services Accounting Code (SAC) for classification of services under GST for each item covered under this tender has to be declared in the Technical bid.
25. Input Tax Credit Vendor/Supplier/Contractor declares that: 1. Vendor/Supplier/ Contractor shall ensure timely submission of invoice (s) as per rules/regulations of GST with all required supporting documents(s) within a period specified in Contracts/LOA to enable Nepa Ltd to avail input tax credit.  
Further, returns and details required to be filled under GST laws & rules should be timely filed by bidder/supplier with requisite details.  
Vendor/Supplier/Contractor would promptly pay GST, as per law for the supplies made to Nepa Ltd and would upload returns within the prescribed time to enable Nepa Ltd, to avail the input tax credit [ITC].  
All necessary adjustment vouchers such as Credit Notes/Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to Nepa Ltd as per GST provisions.  
In the event of default on his part in payment of tax and submission/ uploading of monthly returns, Nepa Ltd is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/ Contractor corrects the default and/or complies with the requirements of GST and produces satisfactory evidence to that effect or upon GST appearing on the Company GST portal.

If, as a result of any delay or default on his part, Nepa Ltd, is rendered unable to avail ITC, he would, at his own cost, get the shortcoming rectified in the return to be filed immediately thereafter.

In case GST credit is delayed/denied to Nepa Ltd reversed subsequently as per GST law, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to Nepa, GST amount shall be recoverable from Vendor/Supplier/Contractor along with interest levied/leviable on Nepa Ltd.

In the event of delay getting ITC to Nepa Ltd, due to reasons attributable to Vendor/Supplier/Contractor, Nepa Ltd, reserves the right to recover interest at 12% on the tax credit so available for the number of days the ITC was delayed.

Nepa Ltd may recover such amount from the Security Deposit or any such Deposit/Credit Balance/future payments. Accordingly, Nepa Ltd will raise Invoice/Debit note on the Vendor/Supplier/Contractor.

Nepa Ltd, reserves the right to suspend/cancel/terminate the contract in the event of frequent/multiple/repeated defaults by the Vendor/Supplier/ Contractor in complying with the above requirements as per GST and Vendor/Supplier/Contractor shall be put under Holiday list as mentioned in the Contract.

In case the short coming is not rectified by the Vendor/Supplier/ Contractor and Nepa Ltd ends up in reversal of credits and/or payments, Vendor/Supplier/Contractor is fully liable for making good all the loss incurred by Nepa Ltd as a result of default.

Any GST liability arising on Nepa Ltd under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.

In case the GST rating of vendor on the GST portal/Govt. official website is negative/black listed, then the bids may be rejected by Nepa Ltd. Further, in case rating of bidder is negative/black listed after award of work for supply of goods/services, then Nepa Ltd shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by Nepa Ltd.

To make the ITC is available to Nepa Ltd promptly; the vendor/contractor undertakes to upload scanned copy of invoice with the supporting documents in the portal specifically designed for the purpose in Nepa Ltd website within 3 days of dispatch/completion of service from his end. Noncompliance of the same shall attract the penal clauses as may be reasonably decided Nepa Ltd. Any late delivery i.e., delivery after the due date attracts damages. It is agreed by the bidder that such damages become recoverable by Nepa Ltd with applicable GST thereon.

26. Exemption to verified MSE/ startups: Relaxation of norms for startups medium enterprises in public procurement regarding prior experience - prior turnover criteria may be given as per prevailing government of India guidelines subject to meeting of quality and technical specifications of Nepa limited.
27. Make in India clause: The provisions of the revised public procurement (preference to make in India) order 2017 - dated 04th June 2020 (and subsequent amendments, if any) by department for promotion of industry and internal trade, GOI shall apply to this bid/tender to the extent feasible.
28. This tender document complies with the "Public Procurement (Preference to Make in India) Order, 2017" issued by DIPP and "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" issued by MoSME.

29. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.
30. Preference to Make In India products (For bids < 200 Crore) : Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

M (COMMERCIAL)