

**NORTH EAST MEGA FOOD PARK LTD.
AT TIHU, DISTRICT NALBARI, ASSAM**



**TENDER FOR LAND FILLING WITH GOOD QUALITY EARTH SOIL WITH
COMPACTION & LEVELING FOR THE CENTRAL PROCESSING CENTRE AT TIHU,
DISTRICT NALBARI, ASSAM.**

Tender form No: _____
Issued to : _____
Issued on : _____

CONTRACT NO. : TPK / 15010

TECHNOPAK ADVISORS PVT. LTD

PAGES : 54

GURGAON, DELHI, NCR

DATE : 28th FEB 2015

REVISION : R0

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NORTH EAST MEGA FOOD PARK LTD.

1. TENDER NOTICE

1.1. Sealed Item Rate Tenders are invited from Contractors of repute, well established in line and experienced in the execution of similar works of comparable magnitude and fulfilling minimum eligibility criterion for the following works :-

1. Name and nature of work : Land Filling with Good Quality Earth Soil with compaction & leveling for the Central Processing Centre at **Tihu, Assam**
2. Time of Completion : 01 months from the date of issue of L.O.I. by the Employer.
3. The request for issue of Tender document should be addressed to the Chief Coordinating officer, North East Mega Food Park Ltd. at Hotel Brahmaputra Ashok, MG Road, Guwahati-781001 along with payment of Rs.5000/- (Rupees Five thousand only) by D.D in favour of North East Mega Food Park Ltd, payable at Guwahati. In case tenders are down loaded from website, in such case demand draft of Rs 5000/- in favour of North East Mega Food Park Ltd, payable at Guwahati has to be enclosed along with the sealed tender.

NORTH EAST MEGA FOOD PARK LTD.

Hotel Brahmaputra Ashok,
M.G. Road, Assam,
Guwahati-781 001
Tel: 0361-2736293

- Tender document may also be down loaded from website www.nefoodpark.com
4. Sealed tenders will be received at address mentioned above on or before 6/03/15 up to 3:30 PM.
 5. Tenderer may visit the site to get the details of site as well as other required informations to fill up the Tender.
 6. The Client reserves the right to reject any or all the Tenders or to accept partly or fully the lowest or any tender without assigning any reasons therefore.

6.a The tender form will be issued to the contractor. The contractor will have to submit along with offer his bio-data, organizational set-up and key personnel, EMD, required financial data, list of technical personals proposed to be deputed, machinery to be mobilized, similar works carried out during last 5 years, works on hand, litigation information, solvency certificate, copy of income tax returns of last three years with all supporting document and relevant information requested as per Form I & Annexures. All documents are required to be numbered sealed & signed of the bidder. Information is required to be furnished in the formats as provided in the tender document Item 7.

6.b Minimum Qualification for bidder filing tender shall be fulfilling following conditions:-

1. Any of the below three conditions:-

(i) Successfully completed three similar works, each of value not less than 25 Lacs.

(ii) Successfully completed two similar works, each of value not less than 36 Lacs.

(iii) Successfully completed one similar work of value not less than 59 Lacs.

All amounts rounded off to a convenient full figure, in the last 5 years ending on the last day of the month previous to the one in which the tenders are invited.

2. Minimum average annual turnover for last financial three years from construction activities not less than Rs. 1 Crores.

3. JV/consortiums are not eligible.

6.c **Bid Submission & Evaluation Procedure:**

i). Contractor has to submit the completed offer in one envelope containing three separate envelopes as following :-

- **Envelope I (EMD & Tender Cost):**

First Sealed envelope containing EMD in the form of BG or DD from Scheduled Bank and DD as tender cost or Payment slip as the case may be.

- **Envelope II (Techno-commercial Bid):**

Second sealed envelope with documents pertaining to eligibility criterion & organization setup as per Tender Notice Clause 1.1(6a) in required format as attached. {Form I, Annexure A1, A2, A3, B, C & D} & supporting documents complete in all respect along with the signed & sealed copy of tender document.

- **Envelope III (Price Bid):**

Third sealed envelope containing Price Bid with rates pertaining to each item of BOQ mentioned in numerals & words both.

ii) Based on the NIT and further communication if any, the Tender Committee (TC) will follow the following procedure for opening of the BID:

STEP-1: After receiving the BID, on the same day the Tender Committee will open the same Envelope and check the receipt of the three separate covers inside the same duly mentioned with Envelope I(EMD & Tender Cost), Envelope II(Techno-commercial Bid) and Envelope -III(Price Bid) as mentioned in the tender. The T.C will open first the Envelope -1 to check the EMD in the absence or default of which the tender may get rejected.

STEP-2: On the date of opening of the tender only the committee will open the Envelope-II based on the Envelope -I as opened earlier on the same day. T.C will check the documents as submitted in the Envelope II, techno-commercial bid and overall credential and keep for scrutiny and evaluation by SPV (NEMFP) and PMC (Project Management Consultants). After technical Evaluation on above, the PMC will submit the report to the T.C. and T.C. will decide the date of opening of Envelope-III, commercial bid based on the evaluation report.

STEP-3: After opening of the Price Bid, the PMC will evaluate the same and submit the report to the T.C to take the final decision on the same.

Evaluation matrix to be used is as under:-

Sl. No.	Particulars	Max marks	Score	Remark
1	Commercial Criteria			
a	Annual turnover	15		
b	Profitability	10		
c	Experience of the bidder in execution of work similar on nature and magnitude.	10		
d	Existing commitments and running projects	10		
e	Past performance of tenderer	5		
f	Legal status of the bidder	5		
h	Company status	10		
i	Solvency certificate	10		
2	Technical Criteria			
a	Plant & Machinery, equipments and testing laboratory	10		
b	Proposed key personal, staff, & their qualification	10		
e	Detailed schedule based on completion period	5		
	Total Marks	100		

-
7. Bidder has to inform in writing for the major queries to the owner to get it clarified. In case of difficulties in understanding of tender & its technical matters, the bidder may talk with Mr. Anupam Bajpai or write email to anupam.bajpai@technopak.com.
 8. Contractors have to provide the following as required by Client :-
 - a. Contractor will have to abide by the work schedule for areas completion as required by client on priority basis.
 - b. Contractor will have to give a letter of hypothecating the equipment brought at site with the BG for advance payment itself. This is to ensure that contractor do not bring hired equipment and take it out, before completion of the Project.
 - c. Work methodology to complete work as per time schedule (1 months) to be submitted along with the Tender.
 - d. Contractor has to send by email / fax the required queries to get cleared in advance.
 - e. Tenderers are suggested for site visit before submission of Tender. They are however required to intimate **Mr. Girish Pareek +91-9435102221** 3 days in advance for such visit.
 - f. Latest updates on important dates, amendments, correspondences, corrigenda, clarifications, changes, errata, modifications, revisions etc to tender specification shall be hosted in NEMFP website and not in newspaper. Bidders are requested to keep themselves updated with all such information.
 - g. Contractors authorized signatory has to sign with seal on each & every page of tender document properly numbered and has to attach the copy of authorization for signing the tenders.
 9. Tender received after the specified date & time is liable to be rejected
 10. No addition or alteration shall be made in the tender by the tenderer. If found such tenders are liable to be rejected.
 11. For any major query, bidder has to inform NEMFPL in writing to get clarification.

1.2 EARNEST MONEY DEPOSIT

The bidders is required to submit along with offer an earnest money deposit (EMD) of **Rs. 1,19,000/- (Rupees One Lac Nineteen Thousand only)** in the form of Demand Draft in favour of “North East Mega Food Park Ltd. ”, payable at “Guwahati”. The bids submitted without EMD would be rejected. The EMD would be refunded to the unsuccessful bidders on allotment of work and that of successful bidders shall be refunded after furnishing the required performance guarantee for performance, as per the Contract.
(No interest shall be payable on EMD).

1.3 PERFORMANCE BANK GAURANTEE

The successful Tenderer shall furnish to the Employer a performance bank guarantee within 21 days of receipt of Letter of Intent for an amount of **Rs. 2,95,000 /- (Rupees Two Lacs Ninety Five Thousand only)** or equivalent to 5.0 % of Contract Price whichever is more from approved scheduled bank / nationalized bank. The Form of Performance bank guarantee (Appendix-IV) provided in the tender document shall be used. The bank guarantee shall be valid for six months beyond completion of defect liability period.

1.4 MOBILIZATION ADVANCE AND PAYMENT OF RUNNING ADVANCE BILLS.

a) 5% of the Contract Price on submission of Irrevocable Bank Guarantee from approved nationalized bank.

The Client will provide advance payment equivalent to 5% of the contract price on signing of contract and submission of irrevocable Bank Guarantee for the same amount.

b) 5% of the Contract Price on submission of Irrevocable Bank Guarantee from approved nationalized bank on completion of Mobilization.

The Client will provide an advance payment on completion of mobilization equivalent to 5% of the Contract Price on submission of Irrevocable Bank Guarantee from approved nationalized bank for the same amount.

Deductions shall commence from the First Interim Payment Certificate (R.A. Bill payment Certificate). Complete Recovery shall be made from Frist RA Bill.

1.5 RETENTION MONEY

The Employer shall be retaining 5.0% from each payment due to the contractor, until completion of the whole work. 100% Retention money shall be released after successful completion of Defects Liability Period (365 days) from the date of issue of work completion certificate or handing over of work, whichever is later.

1.6 The contractor has to quote firm prices valid for the entire period of construction. No price escalation during the contract shall be allowed on any account even for the extended period.

1.7 Bidder has to consider above points as final and any other details (in tender document)

regarding above to be considered as Null and Void.

1.8 TIME & TERMS FOR PAYMENT:

The Contractor shall be paid against the Interim R.A. Bills within 21 days after certification of the said R.A. Bill. The payment shall be made after deduction of mobilization advance (as per above clause No:1.4), retention money, TDS as per prevailing rules, advance already made to the party against the same bill (adhoc) and also any other deduction as per company rules.

1. APPENDIX TO TENDER

APPENDIX – I **TO TENDER HEREINAFTER REFERRED TO**

Sr. No.	Items	Page Nos. & Clause No.	Remarks
1.	Name of Work		Land Filling with Good Quality Earth Soil with compaction & leveling for the Central Processing Centre
2	Estimated Cost		Rs. 58,95,890 /-
3	Last date for submission of Tender		06/03/15 up to 3:30PM
4	Date of opening of tender		06/03/15 at 4:30PM
5	Commencement of Works	Page : 23 Clause :4.5	7 days from the date of issue of Letter of Intent / Work Order whichever is earlier.
6	Time for Completion	Page : 23 Clause : 4.6	01 MONTHS
7	Defects Liability Period		365 days after date of certificate of completion of works.
8	Liquidated Damage for Delay	Page : 29 Clause: 4.14	1% of the contract sum per week or part thereof subject to a limit of 5% of the Contract sum.
9	Earnest money	Page : 7 Clause : 1.2	Amounting Rs. 1,19,000/- (One Lac Nineteen thousand only) in the form of Demand Draft /BG from Nationalized bank.
10	Performance Bank Guarantee	Page : 7 Clause: 1.3	Amounting Rs. 2,95,000/- (Two Lac Ninety Five Thousand only) or 5 % of contract value whichever is more.
11	Retention Money	Page : 7 Clause: 1.5	5% (Five percent) from each RA Bill
12	Release of Retention Amount	Page : 7 Clause: 1.5	100% Retention amount will be released on submission after successful completion of Defects Liability Period (365 days) from the date of issue of work completion certificate or handing over of work, whichever is later.
13	Advance	Page : 7 Clause : 1.4	(5+5)% of Contract sum against acceptable Bank Guarantee, recoverable at rate of 100% from First RA Bill.
14	VAT, Service Tax and other taxes	Page : 28	The rates of BOQ shall be inclusive of all

		Clause : 4.11	taxes, duties, royalties, VAT and service Tax etc.
15	Minimum value of Interim Certificate		Rs. 10 lakhs (With material)
16	Time within which payment to be made after certification.		21 days from the date of certification of R. A. Bills.
17	Period of final measurements and certifications.		60 days from the date of issue of submission of completion certificate.
18	Construction Power and Water	Page : 29 Clause : 4.15	Electric Power and water for construction to be arranged by the contractor at his own cost.
19	Minimum Amount of Third Party Insurance	Page : 25 Clause: 4.8 d	Up to Rs. 5.0 Lakh per occurrence. Cover for 5 occurrences in Contract Period within 10 days of receipt of work order / LO whichever is earlier.
20	Changes in cost and legislation	Page : 28 Clause : 4.12	Prices shall remain firm throughout tenure of contract and extended period if any.
21	Accommodation and other facilities for Contractor staff and labours	-	The Contractor shall arrange accommodation for his staff and labour by himself at his own cost outside plant factory area.
22	Programme		The Contractor shall submit schedule for job completion along with Tender.
23	Sanitation Facilities		Contractor has to arrange for Toilet facilities for his labour. Proper arrangement for drainage/ disposal to be done to maintain hygienic condition
24	Additional Condition		The Contractor is required to give an undertaking that all safety Rules & Regulations will be followed by him as per Tender.
25	Clearance of site on Completion		Contractor will be required to clear the site within one week on completion of works.

APPENDIX – II

Contract Page No.	Contract Clause No.	Amendment

APPENDIX – III
FORM OF TENDER

NOTE: Tenderers are required to fill up all the blank spaces in this Tender Form.

To,

Sub: Land Filling with Good Earth Soil

Dear Sir,,

1. Having examined the drawings, contract conditions, specification and bill of quantities for the execution of the above-named works, we, the undersigned, offer to execute, complete and maintain the whole of the said works in conformity with the said drawings, conditions of contract, specification and bill of quantities for the Contract Sum of Rupees _____ (Rs. _____) or such other sums as may be ascertained in accordance with the said conditions.

2. We undertake, if our tender is accepted, to commence the works within 7 days from the date of Acceptance or Letter of Intent / Work Order and to complete and deliver the whole of the works comprised in the contract within 30 days calculated from the last day of the aforesaid period in which the works are to be commenced. We also understand that some part of the works will have to be completed by us in a shorter period as per the requirement of the Employer.

3. If our tender is accepted we will, if required, obtain the guarantee of an Insurance Company or Bank Guarantee of a Scheduled or a Nationalised Bank or other sureties (to be approved by you) to be jointly and severally bound with us in a sum not exceeding _____ percent of the above named sum of the performance of the Contract. The terms of the Bond / Guarantee shall be as approved by you.

4. We agree to abide by this tender for a period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal Agreement is prepared and executed, this tender, written acceptance thereof together with pre-contract correspondence and modified conditions as stated in the Letter of Intent / Works Order shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.
7. That I/WE shall refer all the dispute arising out of or relating to the agreement to arbitration in accordance with the condition of contract.

Witness:-

1. _____

2. _____.

PLACE :

**BIDDER'S/Contractors
SIGNATURE & SEAL**

APPENDIX – IV

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. This deed of Guarantee made this day of (month & year) between Bank of..... (here in after called the “Bank”) of the one part, and (hereinafter called “the Employer”) of the other part.
2. Whereas has awarded the contract for (Name of work as per Clause 1.1.1 of NIT) (Hereinafter called the contract) to (Name of the Contractor) hereinafter called the Contractor.
3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs..... (Amount in figures and words).
4. Now we the Undersigned (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of..... (Full name of Bank), hereby declare that the said Bank will guarantee the Employer the full amount of Rs. (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay and demur and without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. This Guarantee is valid till (The initial period for which this Guarantee will be valid must be for at least 6-months (six months) longer than the anticipated expiry date of defect liability period.)
7. At any time during the period in which this Guarantee is still valid, if the Employer agrees to grant a time extension to the Contractor or if the Contractor fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this

Guarantee under the same conditions for the required time on demand by the Employer and at the cost of the Contractor.

- 8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
- 9. The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the bank of their liability under this deed.
- 10. The expressions “the Employer”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.
- 11. Notwithstanding anything contained herein:
 - a) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....)
 - b) This Bank Guarantee shall be valid up to
 - c) We are liable to pay the guarantee amount or part thereof under this Bank Guarantee only & only if you serve upon us a written claim or demand on or before..... In witness whereof I/We of the bank have signed and sealed this guarantee on the day of (month & year) being herewith duly authorized .

For and on behalf of the..... Bank.

Signature of Authorized Bank official

Name :

Designation :

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of :

Witness 1.

Signature

Name

Address

Witness 2.

Signature

Name

Address

APPENDIX – V

BANK GUARANTEE FOR ADVANCE PAYMENT

**To be made as per attached format marked as Format for bank guarantee
ABG**

THIS GUARANTEE is made on the ----- date of ----- by (Name of Bank) having its registered office or branch office at (address of bank) _____ (hereinafter referred to as the “Guarantor” which expression unless repugnant to the context shall include its successors, assigns etc.) in favour of M/S _____ a company formed under the Indian Companies act 1956 _____ and having its registered office at ----- referred to as the CLIENT) which expression, unless repugnant to the context, shall include its successors and assigns, etc.)

WHEREAS the *CLIENT* has entered into a contract vide their Work Order No..... Dated (Hereinafter referred to as the said contract) with (name of the contractor) _____ (hereinafter referred to as the Contractors which expression unless repugnant to the context shall include its successors and assigns, etc.) for _____ (Scope of Work or title of the order) for (address) _____

AND WHEREAS under the terms and conditions of the said contract *CLIENT* _____ has agreed to pay to the contractor an advance payment of Rs. _____ being _____ percent of the price for supply of equipment on the contractor furnishing a Bank Guarantee for equivalent amount in the manner herein contained.

AND WHEREAS the contract provides for the reduction in the guarantee liability suitably with adjustment of advance payment in the contractors bills for dispatches by the contractor.

NOW in consideration of *CLIENT* making the advance payment of Rs. _____ (_____) to _____ we (name of the Bank), the Guarantor, agree as follows:

- a. We hereby unconditionally and irrevocably guarantee the refund to *CLIENT* any sum or sums upto Rs. _____ (_____) on _____ first demand in writing, stating

that the sum or sums claimed is/are due to *CLIENT* by reasons of contractor's failure to fulfill any of its obligations under the contract.

I / We, the Guarantors will be bound to pay without demur to *CLIENT* the amount due under this guarantee and the amount stated by *CLIENT* to be so due shall be final and binding on the Guarantor notwithstanding any dispute or controversy between the contractor and *CLIENT* arising out of this contract, or any other contract.

- b. Neglect or forbearance on the part of __CLIENT__ in enforcement of payment of any monies the payment whereof is intended to be hereby secured or giving of time by __CLIENT__ for repayment thereof shall not in any way relieve me/us, the guarantor of my/their liability under this guarantee.
- c. The liability under this guarantee shall be reduced from time to time automatically to the extent of the adjustment of advance amount by the contractor in their bills to __CLIENT__ for supplies of equipment. Notwithstanding anything contained herein before our liability this guarantee is restricted to Rs. _____ (_____) . Our guarantee shall remain in force until (date)_____. Unless a demand in writing for claim under this guarantee is lodged with us within six months of the expiry of this Guarantee, i.e. within (date)_____ all your figures under this guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.
- d. We, the said Guaranty or hereby further agree and undertaken that in the event of invocation of this Guarantee by __CLIENT__. We shall make the payment of the guaranteed sum immediately on demand within a period not exceeding __7__ days from the date of such demand, failing which we further under undertake to pay interest @ 18% p.a. for the intervening period of delay commencing from expiry of such period of ---- days till the date of final payment of the guaranteed sum.

SIGNATURE OF GUARANTOR

APPENDIX – VI

BANK GUARANTEE FOR RELEASE OF RETENTION MONEY

THIS GUARANTEE is made on the ----- date of ----- by (Name of Bank) having its registered office or branch office at (address of bank) _____ (hereinafter referred to as the “Guarantor” which expression unless repugnant to the context shall include its successors, assigns etc.) in favour of M/S _____ a company formed under the Indian Companies Act 1956 and having a Registered office at _____ (hereinafter referred to as the CLIENT) which expression, unless repugnant to the context, shall include its successors and assigns, etc.)

WHEREAS the CLIENT has entered into a contract vide their Purchase Order/ Contract No..... Dated (Which expression unless repugnant to the context shall include any amendments thereto) with (Name of the Contractor) having its registered address at _____ (hereinafter referred to as the “CONTRACTORS” which expression unless repugnant to the context shall include its successors and assigns etc.) for (brief description of scope of contract) for CLIENT’s site at _____

AND WHEREAS to secure due performance of the contract, CLIENT is entitled in terms of the said contract to retain a sum of Rs. _____ (_____) as retention money to be released after _____

AND WHEREAS the contractors have requested for release of the amount of retention money to them on their furnishing a bank guarantee for the said amount.

NOW in consideration of CLIENT making the advance payment of Rs. _____ (_____) to _____ we (name of the Bank), the Guarantor, agree as follows:

- a. We hereby unconditionally and irrevocably guarantee the refund to CLIENT any sum or sums upto Rs. _____ (_____) on _____ first demand in writing, stating that the sum or sums claimed is/are due to CLIENT by reasons of contractors failure to fulfill any of its obligations under the contract.
- b. I/We, the Guarantors will be bound to pay without demur to CLIENT the amount due under this guarantee and the amount stated by CLIENT to be so due shall be final and binding on the

Guarantor notwithstanding any dispute or controversy between the contractor and CLIENT arising out of this contract, or any other contract whatsoever.

Neglect or forbearance on the part of ___CLIENT___ in enforcement of payment of any monies the payment whereof is intended to be hereby secured or giving of time by ___CLIENT___ for repayment thereof shall not in any way relieve me/us, the guarantor of my/their liability under this guarantee.

- c. NOTWITHSTANDING ANYTHING CONTAINED HEREINBEFORE, the liability of the Guarantor under this guarantee is restricted to Rs. _____ (_____) The Guarantee shall remain in force until (date)_____ in case no claim is lodged by _CLIENT_ upon the Guarantor within six months from (date)_____ that is on or before _(date)_____ all the rights of CLIENT_____ under the said guarantee shall be forfeited and the Guarantor shall be relived and discharged from all liabilities there under, this guarantee shall then be returned to the Guarantor for cancellation on expiry.
- d. We, the said Guarantor hereby further agree and undertaken that in the event of invocation of this Guarantee by __CLIENT_____. We shall make the payment of the guaranteed sum immediately on demand within a period not exceeding _7_ days from the date of such demand, failing which we further under undertake to pay interest @ 18% p.a. for the intervening period of delay commencing from expiry of such period of 7 days till the date of final payment of the guaranteed sum.

SIGNATURE OF GUARANTOR

APPENDIX – VII

LIST OF APPROVED MANUFACTURERS / AGENCIES

Not Applicable

APPENDIX – VIII
LIST OF MANDATORY TESTS

1. Cost of testing and transport will be borne by Contractors.
2. Any other material will be tested by Contractors at his own cost as per the instruction of Consultants from time to time.
3. Contractor may have to test materials with any frequency or as instructed by Employer / Architects without any cost.

3. PREFACE

North East Mega Food Park Ltd.- NEMFPL (Hereinafter referred to as the Employer/ Client/Owner/NEMFPL) invites Tender for the work mentioned in the scope of work, to be carried out at the Employer's Proposed Mega Food Park project at Tihu, District Nalbari, **Assam** (hereinafter referred to as Site), located 1.0 km. away from the NH-31 and 90KM away from Guwahati.

Technopak Advisors Pvt. Ltd., Gurgaon – TAPL (hereinafter referred to as Consultants) corporate office at 4th Floor Building 8A, DLF Cyber City, DLF Phase II, Gurgaon – 122002 have been retained by the Employer to act as their consultants for the project.

The Scope of Work comprises of Providing Good Earth Soil, Laying, Leveling & in specified thickness & compacted, to designated Plot Areas & other allied works.

The tenderer should examine carefully the accompanying tender documents and obtain all informations including site inspection prior to submission of tender.

The tenderer shall quote rate considering all inclusive of work with materials, manpower and machinery as specified in the tender.

The tender shall remain valid for acceptance for a period of 90 (ninety) days counted from the date of Letter of Intent.

The employer reserve the right to reject any or all the tenders fully or partly without assigning any reason thereof.

This tender together with the Employer's written acceptance shall constitute a binding contract between the tenderer and the Employer.

The tenderer whose tender is accepted shall be called as the "Contractor".

The Contractor has to carry out his work according to General Conditions of Contract, Technical Specifications, Bill of Quantities and working drawings issued by the client.

The Engineer authorized by Employer to represent at Site-of-work is authorized to ask the Contractor to discontinue any work which does not meet the expected and or specified requirements and /or work already executed, may be rejected and asked to be removed for the same reason and to construct with contractors cost, risk and responsibility.

4. GENERAL CONDITIONS OF CONTRACT

4.1. Co-ordination with the Agencies

The contractor shall carry out the work at site under instructions and to satisfactions of the Employer / consultants and in co-ordination with other Agencies at site if any.

The contractor shall not endanger/damage/remove/alter the work of other contractors without having with the knowledge and consent of the Employer /Consultants.

4.2 Compliance with the safety and statutory regulations

The contractor shall abide by and comply with the Safety rules, the statutory provisions, regulations etc. of the Govt. authorities applicable to this work, and shall obtain their approval as and when required as directed by the Consultants / Employer against the authorized demand notice.

4.3 Contractors Superintendence

The contractor shall provide all necessary superintendence during the execution of the work and the period of maintenance like valid labour license, insurance for CAR policy as well as third party insurance.

4.4. Clearance of Site

The contractor shall keep the site clean at all times.

4.5 Commencement of work

The date of receipt of the Employers written acceptance by the contractor shall be reckoned as the date of commencement of work unless stated otherwise.

4.6 Completion period

The work shall be completed within **01 (One) month** from the date of issue of LOI.

4.7 Alteration, Additions and Omissions

The quantities set out in the Bill of Quantities are the estimated quantities of the work and are not to be taken as the final quantities to be executed by the contractor. Payment shall be made as per the actual quantities executed by the contractor based on the unit rates as mentioned in the contract.

The Consultant / Employer reserve the right to increase / decrease any of the quantities or totally omit any item of work and the contractor shall not claim any extra or damages on these grounds.

All extra or additional work done by the order of the consultants shall be valued on the basis of the rates and prices set out in the contract, if in the opinion of the consultants, the same shall become applicable. If the contract does not contain any rates or prices applicable to such extra or additional work then suitable rate analysis based on the rates/prices set out in the contract & current APWD SoR in force shall be submitted by the contractor for the consultant's approval, prior to executing the work. The decision of the consultants in such matters shall be final and binding on the contractor.

All extra work shall be carried out with prior approval from the clients / consultants.

4.8 Insurance

Insurance, required for the work in order to fully indemnify the Employer from all claims arising on account of the contractor's responsibility. Without limiting his obligations and responsibilities the Contractor shall insure in the joint names of the Employer and Contractor against all loss or damage from whatever cause arising, other than the excepted risks, for which he is responsible under the terms of the Contract and in such manner that the Employer and Contractor are covered for the contract period and are also covered during the Defects Liability Period and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations. It is as follows:

Insurance of Works, etc.

- a) The Works executed or being executed to the estimated contract value thereof plus 10% (to allow for any additional costs and professional fees resulting from the loss or damage) together with the materials for incorporation in the Works at their replacement value.
- b) The Constructional Plant and other things brought on to the Site by the Contractor to the replacement value of such constructional Plant and other things.

Such insurance shall be effected with an insurer and in terms approved by the Employer which approval shall not be unreasonably withheld, and the Contractor shall whenever required produce to the Engineer or any other authorized person, policy or policies of insurance and the receipts for payment of the current premiums.

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of injuries or damage to any person or material or physical

Damage to Persons and Property

damage to any property whatsoever which may arise out of or in consequence of the execution and of the Works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to :-

- a) The permanent use or occupation of land or the Works or any part thereof or by the Employer.
- b) The right of the Employer to execute the Works or any part thereof on, over, under or through any land.
- c) Injuries or damage to persons or property which are the unavoidable results of the execution or maintenance of the work in accordance with the Contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, not being employed by the Contractor, or for or in the respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the Contractor, his servants or agents, such part of the compensations as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other contractors for damage or injury.

The employer shall indemnify the Contractor against all claims, proceedings, damages, cost, charges & expenses in respect of the pertinent matters referred to in the provision mentioned above.

Indemnity by Employer

Before commencing the execution of the Works the Contractor, but without limiting his obligations and responsibilities as mentioned above, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Employer, or to any person, including any employee of the Employer, by or arising out of the execution of the Works or in the carrying out of the Contract. The policy to be taken from the nationalized Insurance company for the contract value plus 10% of the same and submit within 10 (ten) days of receipt of the work order/ LOI.

Third Party Insurance

Such insurance shall be affected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and for at least the amount stated. The Contractor shall, whenever required, produce to the Employer or the Engineer or the Engineer's Representative the policy or

Minimum Amount of Third Party Insurance

policies of insurance and the receipts for payment of the current premiums.

The terms shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive and be indemnified under the policy being brought or made against the Employer, the insurer will indemnify the Employer against such claims and any cost, charges and expenses in respect thereof.

Provisions to Indemnify Employer

The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor, or any sub-contractor, save and except an accident or injury resulting from any act or default of the Employer his agents, or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Contractor's Third party insurance should cover all such type of things and policy to be taken as per the approval of the Insurance company as well as the clients considering the contract value.

Accident or Injury to Workmen

The Contractor shall insure against such liability of the nature with an insurer approved by the Employer, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall when required, produce to the Employer, or the Engineer or the Engineer's Representative such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have issued against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such sub-contractor to produce to the Employer or the Engineer or the Engineer's Representative, when required, such policy of insurance and the receipt for the payment of the current premium.

Insurance against Accident, etc. to Workmen

If the Contractor shall fail to effect and keep in force the insurances referred here, or any other insurance with he may be required to effect under the terms of the Contract, then and in any such case the Employer may effect and keep in force any such

Remedy on Contractor's Failure to Insure

insurance and pay such premiums as may be necessary for that purpose and from time to time deduct the amount so paid and any other expenses incurred by the employer as aforesaid from any monies due or which may become due to the Contractor, or recover the same as a debt due from the Contractor. The Contractor shall however, be fully responsible for any consequence arising out of his failure to effect and keep in force the insurances irrespective of whether the Employer effects the insurance as above or not.

The Contractor shall give all notices and pay all fees required to be given or paid by any National or State Statute, ordinance, or other Law, or any regulation, or bye law or any local or other duly constituted authority in relation to the execution of the Works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works.

Giving of Notices and Payment of Fees

The Contractor shall conform in all respects with the provisions of any such statute, ordinance or Law as aforesaid and the regulations or bye laws of any local or other duly constituted authority which may be applicable to the Works and with such rules and regulation of public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

Compliance with Statutory Regulation etc.

4.9 Labour, Water & Power.

The contractor shall make his own arrangements for labour. He shall conform to all applicable statutory provisions, revised update of the concerned authorities and shall keep the Employer indemnified from all claims that may arise to the contractors operations.

The contractor shall arrange for Power for Construction works at his own Cost and nothing extra shall be payable on this account. Quoted rates are deemed to be included within the same.

Water for Construction works shall be arranged by the contractor at his own Cost and nothing extra shall be payable on this account. Quoted rates are deemed to be included within the same.

4.10 Prices

All rates and prices in the Bill of Quantities shall be deemed to include costs of materials, labour, taxes, duties, royalty, levies, freight loading/unloading, insurance, establishment, overhead charges and profit and shall be considered as the all-inclusive net prices at site.

Items which are not specially mentioned but which logically belong to the works shall be deemed to have included in the prices.

4.11. Taxes & Duties

VAT & Service Tax, applicable as on date of commencement shall be filled inclusive in tendered rates offered in the Bill of Quantities as per prevailing Govt. rates.

Any statutory variation in above by way of legislation or Government Ordinance that shall become applicable to this contract within the contract period (1 month) & shall be reimbursed to the Contractor as per actual on submission of documentary proof of such variation. This however, shall not be applicable during the extended time required by contractor due to his defaults.

4.12 Price Escalation

Subject to clause 4.10 above, the rates and prices set out in the contract shall remain firm and free of escalation during the currency of the contract, and no extra claim by the contractor in this respect shall be entertained. All rates & prices shall be deemed to include costs of materials, labour, taxes, duties, levies, transit insurance, freight, loading/unloading, establishment, overhead charges & profit and shall be all inclusive net Prices at site.

Items which are not specifically mentioned but logically belong to the work shall be deemed to have included in the prices.

4.13 Terms of Payment

- 10 % of contract price as interest free advance against equivalent approved Bank Guarantee from Nationalized bank amounting 5% of contract amount with the work order & remaining 5% on completion of mobilization against submission of irrevocable bank guarantee from approved nationalized bank. The same will be recovered from First Payment. The B. G. can be released after full recovery of the Mobilization Advance.
- 95 % of contract price on Pro rata basis against Running Advance bills as per the progress of work and as approved by the engineer.
- 100% Retention amount to be released after successful completion of Defects Liability Period (365 days) from the date of issue of work completion certificate or handing over of work, whichever is later.
- Income tax as per prevailing rules and regulations shall be deducted at source from the Contractor's R.A. Bills and a certificate to that effect shall be given to him, unless the

Contractor produces a certificate from the concerned authorities against such deductions.

- RA bills to be submitted for Minimum 10.00 lac and the same to be submitted monthly. Payment to be made within 21 days of certification of the same bill by the engineer in charge.

4.14 Liquidated Damages

For non-completion of the work within the prescribed time, the contractor shall be liable to pay to the Employer, as liquidated damages and not as a penalty, a sum equivalent to and at the rate 1% (One percent) of the contract price per week of delay or part thereof subject to a maximum of 5% (Five percent) of the contract price.

For delays not owing to the contractor and under conditions of force majeure as determined by the consultants, the contractor shall merit appropriate extension in time.

4.15 Construction Power and Water

Electricity & Water for construction shall be arranged by the Contractor at his own cost & risk. No extra payment claimed by the contractor shall be entertained under this head.

4.16 Settlement of Disputes and Arbitration

All disputes and difference arising out of or in connection with the contract whether during the progress of work or after completion, shall be referred to and settled by Arbitration, by two Arbitrators, one to be nominated by the Employer and the other by the contractor. In the event of the Arbitrators disagreeing, it shall be referred to an Umpire to be nominated by the two Arbitrators before processing with the Arbitration. The decision of the Umpire shall however be final and binding on both the parties. For the purpose of this clause the provisions of the Indian Arbitration & Reconciliation Act 1996 with relevant amendments shall be acceptable. The jurisdiction of arbitration will be Guwahati, Assam. Language for arbitration shall be English.

5 **TECHNICAL SPECIFICATIONS.**

5.1 **GENERAL**

5.1.1 Scope of work

The work contemplated under this contract includes Construction for the aforesaid project, all as detailed in the Bill of Quantities, Specifications and Drawings including supply and execution of work. Quoted Rates deemed to be considered for the same. All the construction materials shall be pre-approved before using the same.

Such other works which are not included in the aforesaid Bill of Quantities are generally intended to be executed through a separate agency. Not with-standing the above, the Clients reserves the right to order additional works under the same Contract. The Clients also reserves the right to omit any item of work included in the aforesaid Bill of Quantities and award the same to any other Contractor or not perform it at all at their discretion and the Contractor shall not have any claim because of the same.

The work to be executed as per the tender, drawings, and specifications and as approved by the engineering-in-charge. The measurement for any item to be considered as per IS 1200 unless otherwise it not specified in the tender.

The Contractor for this work shall be required to work in co-operation and co-ordination with other agencies on site and give them all reasonable assistance and help for the execution of the work in an efficient manner as directed. The words "approved" or "as directed" shall be deemed to convey approval or the discretions of Consultant / Client.

5.1.2 Indian Standard Specifications

The particular Specifications for the work is as detailed hereinafter. The Specification shall be read in conjunction with the relevant Indian Standard Specifications and the obtainable local practice as detailed in various regional handbooks of practice and the work shall be executed accordingly. Where the Specifications in any of the standards are at variance with the specifications detailed herein, the Specifications herein shall govern.

5.1.3. Quality of materials & General Standards of work

The Contractor under this contract commits himself to use first class material and assumes full responsibility for the quality of all material incorporated or brought for incorporation in the work. The work shall be executed in accordance with best engineering practice and as per directions Consultant.

5.1.4. Water and Power for construction

The contractor has to arrange water and power required for construction at his own cost.

5.1.5. Scaffolding

All scaffolding and ladders required for the proper execution of the work shall be provided by the Contractor.

5.1.6. Measurements

The mode of measurements, wherever possible is specifically mentioned in these documents, where it has not been mentioned, it shall be as per provisions of the relevant Indian Standards. all the measuring tapes and other accessories necessary, shall be provided by the Contractor.

5.1.7. Tools and Plant

The tenderer along with his tender furnish a list of tools, plant and machinery which he intends to use on the works in Appendix I of the Bill of Quantities. The list should indicate the exact type of machine, its capacity, and year of manufacture, kind and capacity of propelling force, spare parts readily available and all other pertinent information. The contractor is obliged to use all the machinery mentioned in his list if Consultant considers in necessary.

5.1.8. Surveying and staking

It is the express responsibility of the Contractor to bring to site all surveying instruments necessary for the marking out, fixation of levels, etc. and conduct these survey operations himself with utmost accuracy. The Contractor shall put up stable stakes, bench marks etc. as necessary for the work. Consultant will be present when this work is being carried out and will inspect all these operations with the Contractor's assistance.

5.1.9. Dewatering

Dewatering of all accumulated water in all locations on job site from whatever source or cause until the virtual completion of the entire work, shall be done by the contractor at his own expense and shall not be separately paid for. The rates quoted by the contractor shall be deemed to be inclusive of this.

5.1.10. Access to site, approach roads and roads within the premises.

The contractor shall at his own cost provide all approach roads required in connection with the access to site for transport of materials and labour and such other uses. He shall acquaint himself thoroughly regarding condition and suitability of public roads leading up to the limits of the premises and will provide vehicles for transportation of materials which meet the requirements of these road conditions. It shall also be the responsibility of the contractor to maintain at his own cost these roads till the construction is completed.

5.2 EARTH WORK AND EXCAVATION

5.2.1 FILLING

The earth used for filling shall be free from all roots, grass, shrubs, rank vegetation, brushwood, tress, sapling and rubbish.

Filling under floors or other places indicated shall be done with approved material. The material should generally be good quality soft or hard murrum or other approved. Filling shall be done in layers not exceeding 20 cms thick and each layer shall be watered adequately and consolidated properly by rollers or pneumatic rammers 8 to 10 tonnes wherever conditions permit. If it is not possible, the consolidation shall be done by hand rollers and heavy pneumatic/hand rammers of 5 tonnes capacity. The surface of the filling shall be finished to lines and levels as required. The filling shall be compacted in such a manner as to guarantee full stability. The compaction shall be such that minimum relative density obtained on testing is 95%. In general, one test shall be performed for every 1000 m² of compacted area.

5.2.2 MEASUREMENTS

The length and breadth of excavation or filling shall be measured with a steel tape correct to the nearest cm. The depth of cutting or height of filling shall be measured, correct to 5 mm, by recording levels before the start of the work and after the completion of the work. The cubical contents shall be worked out to the nearest two places of decimal in cubic metres.

Recording Measurements for Earth Levelling Work

Level Books: In case of levelling operations and earthwork, measurements are required to be recorded in level books in addition to Measurement Books. The Level Books should be numbered, accounted for and handled like Measurement Books.

Preparatory Works: Before starting the earth work, following steps should be taken :

1. Original ground levels should be recorded in the Level Book in the presence of the contractor or his authorized representative, and should be signed by him and the Department Officer who records the levels. All the local mounds and depressions should be indicated clearly in the drawing and the field Level Book and should be checked by the Site Engineer before the levelling work is started.
2. A suitable baseline should be fixed with permanent masonry pillars at distances not exceeding 150 metres to provide a permanent reference line for facilitating check work. The base line (s) should be entered in the Level Book with co-ordinates. These baselines should be maintained till the final payment for the work has been made.

3. While recording the levels, it should be ensured that the circuit is closed by taking final levels of the starting point or any other point, the R.L. of which was previously determined.
4. Plans showing initial levels, location of bench marks and reduced levels , should be prepared and signed by both the parties and attached to the agreement before commencement of the work.

Import of Earth

In case of earth to be imported, the area from where the earth is to be imported, should be pre-determined wherever possible before the start of the work, and wherever feasible, the average lead should be worked out and stipulated in the tender. After this is determined, initial levels of the area to be filled should be recorded. The levels should be properly checked during the progress of work and on completion.

6.0 SAFETY RULES.

6.1 General

The Contractor shall take all safety precautions / measures and ensure safety for the works, he has been contracted to execute. He shall follow all relevant safety codes of CPWD and IS codes and safety manuals. The Contractor shall indemnify the Client from any consequences arising due to Contractor's failure in respect of safety measures. Some of the more important safety measures are listed below. The contractor shall implement any further measures which may be required as per the safety codes of CPWD, IS codes, statutory requirements etc. and the measures which the Client may call for during the execution of the work.

- 1.2 a. All workers to wear helmets at the construction site to be provided by the contractor.
- b. All workers to wear footwear to be provided by the contractor.
- c. All workers to wear suitable clothing for the job required. Welders to have leather aprons while welding and gloves to protect from the heat, to be provided by the contractor.
- d. All workers to be familiar by the contractor the safe methods of operating, and procedures in case of an emergency.
- e. All scaffolding to be used should be of steel pipes and with adjustable clamps to be provided by the contractor.
- f. All workers must be covered under the workmen's compensations act. A suitable insurance policy to be taken and a copy to be kept with the Client. All statutory regulations etc. to be observed by the contractor, and the Client must be indemnified by the contractor.
- g. Where applicable, provident fund records to be kept at site.
- h. All wages records to be kept at site and payments to be as per the min wages act.
- i. Chipping etc. to be done wearing protective eye glasses.
- j. Min.65 Nos. of fire extinguishers to be provided by the contractor.
- k. 2 No. of soda acid type for wood / paper type fire
- l. 2 No. of dry powder type fire extinguishers
- m. 2 No. of CO2 type fire extinguishers for the electrical fires

- n. Fifteen buckets of sand / water, preferably sand.
- o. All unsafe incidents and occurrences will be reported to the engineer-in-charge immediately by the Safety engineer of the contractor.
- p. Anti-snake bite serum to be kept at site for emergency/First Aid treatment.
- q. No ladies worker will be allowed to carry more than 15 kg of load.
- r. No human labour will be allowed to carry material more than second floor level.
- s. Material to be handled by mechanical means for more than 100.00 Rmt length.
- t. All Skilled workers like fitters, welders etc must have certificate form competent authority and to get approved from Engineer in charge.

1.3 Working at heights

- a. Only workers capable of scaling heights should be deputed to do the jobs.
- b. All scaffolding to be made of steel pipes and with adjustable steel clamps. This should be tested and certified by the site supervisor of the contractor and the Client's Engineer-in-charge to confirm the same.
- c. Bamboo / wooden ladders to be checked for missing rungs and the fitness of the ladder should be certified by the engineer at site.
- d. All ladders to be tied at the top end, to prevent the slipping of ladders.
- e. All workers working at heights to wear safety belts. The other end of the belt to be hooked to a structural member of the building.
- u. All workers / staff / engineers working at height more than 2.0m must have to use safety belt of approve quality.
- f. While working on sloping roofs, should be provided with holders for keeping hand tools for easy retrieval and will leave both hands free for clamping.
- g. Men working at heights, should be provided with holsters for keeping hand tools for easy retrieval and will leave both hands free of clamping.
- h. As far as possible, mechanize the upward movement of materials, so that head loads can be avoided as specified above.

1.4 Electrical

- a. All electrical equipment brought to site, should be checked by the factory /site electrical supervisory staff of the Board, for the suitability of the equipment and certified by them. These certificates should be preeminently displayed on the equipment.
- b. All electrical equipment to be property earthed.
- c. The distribution board to have an ELCB of 30 ma capacity to be provided for the hand tools circuits.
- d. All connections through the distribution board to be made with a plug and socket and no loose wires, with wooden splinters.
- e. All hand-tools to be earthed.
- f. All welding equipment to be provided with a cutout switch. The welding cables should be adequate length for the earthing of the job and usage of rods, etc. is not permitted.
- g. All wires / cables to run only above ground level at a height of min 2.5 m.
- h. All outdoor light fixtures left unattended for the night time work must be checked for water tightness.
- i. While working with operating equipment they should be disconnected electrically and the fuses to be handed over to the supervisor for safe keeping.

1.5 Vehicular traffic : (Applicable to vehicles owned by the contractor)

- a. All vehicles delivering the goods must be driven by licensed driver.
- b. Cleaners not to drive.
- c. The vehicle must be in good condition.
- d. Unsafe acts like carrying people on running boards, etc. should be avoided.
- e. When outside vehicles come the contractor to ensure safe discharge of goods and send out immediately.
- f. Wherever possible all heavy machinery and equipment to be unloaded using a crane, or a derrick .Use of crane is must for structural steel erection and lifting of other construction material.

1.6 Material handling

-
- a. All heavy equipment to be unloaded using a crane or a derrick only. Plant / Hall / Building structures not be used.
 - b. All lifting tackles, chain pulley blocks, slings ropes, webs and any part lifting a load, must be tested yearly, for safe carrying capacity. This certificate to be carried in a file by the contractor with identification marks of the item.
 - c. Wheel borrows / handcarts to be used for transportation of items within the site.

1.7 Mechanical Contractors, equipment and supplies

- a. Only dissolved acetylene gas to be used. LPG is not permitted.
- b. All gas cylinders and oxygen cylinders to have good quality connectors and gages, in working condition.
- c. Eye protection for the welders, cutters, and grinders is compulsory.
- d. Contractor to have a set of hand tools for the jobs to be carried out.
- e. All the drilling machines, grinders, sanders, to have electrical checks as in the section electrical equipment (section).
- f. Fire extinguisher should always be kept along with the cutting set trolley.

1.8 Indemnity clause

The Contractor shall be responsible for and bound to make good and relieve the Board from any liability loss or claim whatsoever in respect of injuries (whether fatal or otherwise) to any persons or any loss or injury or damage to any property real or personal (whether belonging to the Board or to any other party) arising out of or in the course of or caused by the execution of the works contracted for and shall indemnify the Board against all actions, costs and expenses whatsoever by reason or on account thereof.

After issue of work order, Contractor has to submit safety & quality manual based on the guidelines given by the consultant.

7. ANNEXURES & FORMATS

Form I : General Information & checklist

- A 1 : Financial Data**
- A 2 : Details of Technical Personals**
- A 3 : List of tools, equipment & Machinery**
- B : Information of Litigation /Dispute**
- C : Information on works carried out in last 5 years.**
- D : Information on works in progress**
- E : Time and Progress Chart**
- F : Monthly progress Report**
- G : List of Tender Drawings**

Form I

Form I			
GENERAL INFORMATION & CHECKLIST			
1	Name of Tenderer		
2	Address of Registered Office		
3	Address for correspondence		
a	Contact Person:		
b	Telephone Nos.		
c	Fax Nos.		
d	Mobile		
4	Type of Organization		
5	Place and year of Incorporation		
6	Name of Director /Partners in the organization and their status along with their qualifications	<i>Attach separate sheet with page nos mentioned here.</i>	
7	Name of the persons along with their qualification, designation, authorized to deal for this tender as a representative of tendering company.	Name:	
		Designation:	
		Mobile Nos:	
		Landline Nos.	
		Fax Nos.	
	E Mail Id:		
8	EMD Details	DD Nos:	Date:
		Bank:	Amount:
9	Tender Document Cost	DD Nos:	Date:
		Bank:	Amount:
10	Documentary Evidence in support of constituent of tenderer (Memorandum of Association in case of public or private limited firm /Partnership deed in case of partnership firm/PAN & TIN in case of proprietorship)	<i>(mention reference page nos of concerned document in submitted tender set)</i>	
11	[Annexure A1] Tenderer Financial data duly certified by CA	<i>(mention reference page nos of concerned document in submitted tender set)</i>	
12	[Annexure A2] List of Technical Personnel's	<i>(mention reference page nos of concerned document in submitted tender set)</i>	
13	[Annexure A3] List of Machinery, tools & equipments	<i>(mention reference page nos of concerned document in submitted tender set)</i>	
12	[Annexure B] Information on litigation / dispute in which the applicant was involved during the last five years, including any current litigation / dispute pending in respect of any contract or otherwise in a court or any other forum.	<i>(mention reference page nos of concerned document in submitted tender set)</i>	
13	[Annexure C] List of Works carried out in last 5 years along with supporting documents	<i>(mention reference page nos of concerned document in submitted tender set)</i>	
14	[Annexure D] List of works currently in progress	<i>(mention reference page nos of concerned document in submitted tender set)</i>	
15	Self-Attested Copy of ITR for last three years	<i>(mention reference page nos of concerned document in submitted tender set)</i>	
16	Self-Attested Copy of PAN Card	<i>(mention reference page nos of concerned document in submitted tender set)</i>	
17	Self-Attested Copy of Service Tax Registration Nos.	<i>(mention reference page nos of concerned document in submitted tender set)</i>	

18	Self-Attested Copy of VAT/Tin Nos.	<i>(mention reference page nos of concerned document in submitted tender set)</i>
19	Self-Attested Copy of ESI Registration Nos. if available	<i>(mention reference page nos of concerned document in submitted tender set)</i>
20	Self-Attested Copy of EPF Registration Nos. if available	<i>(mention reference page nos of concerned document in submitted tender set)</i>
21	Work methodology & schedule	<i>(mention reference page nos of concerned document in submitted tender set)</i>

Annexure A 1

Annexure A

[To be printed on the Letterhead of the Bidder including full postal address, telephone, faxes and e-mail address]

A. Information on Average Annual Construction Turnover for the last three years :		
S.No.	Financial Year	Turnover
1	FY 2013-14	
2	FY 2012-13	
3	FY 2011-12	
Average Annual Turnover		

C. Information on Profitability		
S.No.	Financial Year	PBT Figure (in INR)
1	FY 2013-14	
2	FY 2012-13	
3	FY 2011-12	
4	FY 2010-11	
5	FY 2009-10	

[Signature & Seal of Chartered Accountant]

Supporting Documents Required:		
1	Self-attested copy of Audited Balance including P & L accounts Sheet(s) with all schedules attached.	

Annexure A 2

Annexure A2

[To be printed on the Letterhead of the Bidder including full postal address, telephone, faxes and e-mail address]

List of Technical Personals		
S.No.	Name & Designation	Years of Experience
1		
2		
3		

[Date]

[Place]

[Signature]

[Name, Designation & Seal of Tenderer]

Supporting Documents Required:		
1	Bio Data	
2	Educational Qualification Certificate	

Annexure A 3**Annexure A3**

[To be printed on the Letterhead of the Bidder including full postal address, telephone, faxes and e-mail address]

List of Tools, Machinery & Equipment to be mobilized.		
S.No.	Name & Specification	Qty
1		
2		
3		

[Date]

[Place]

[Signature]

[Name, Designation & Seal of Tenderer]

Annexure B

Annexure B

[To be printed on the Letterhead of the Bidder including full postal address, telephone, faxes and e-mail address]

Information on Litigation/Dispute for last 5 years			
S.No.	Name of agency with whom tenderer is involved in litigation / dispute & brief description	Estimated Financial Liability	Present Status

[Date]

[Place]

[Signature]

[Name, Designation & Seal of Tenderer]

Annexure C

Annexure C

[To be printed on the Letterhead of the Bidder including full postal address, telephone, faxes and e-mail address]

Information on Works carried out in Last 5 years							
S.No.	Name of Work & Agreement Nos.	Brief scope of Work	Date of Commencement	Date of Completion		Reason for delay & compensation levied if any	Contract Value (in INR)
				Stipulated	Actual		

Supporting Documents Required:	
1	Self-attested copy of Work Completion Certificate(s)
2	Work Orders / LOI / PO
3	Completion Certificate
4	Other Documentary evidence (if any)

[Date]

[Place]

[Signature]

[Name, Designation & Seal of Tenderer]

Annexure D

Annexure D

Information on works currently in progress

[To be printed on the Letterhead of the Bidder including full postal address, telephone, faxes and e-mail address]

S.No.	Name of Work & Agreement Nos.	Brief scope of Work	Date of Commencement	Planned date of Completion	Contract Value (in INR)	% of work completed till 30.1.15	Anticipated date of completion

Supporting Documents Required:

1	Work Orders / LOI / PO
2	Copy of most recent certified RA bill to support % completion

Annexure E

TIME AND PROGRESS CHART

1. Commencement of work from date of receipt of Letter of Intent / Order7 days
2. Total time of completion from the date of issue of Letter of Intent / Order.1 months
3. Detailed stage-wise Progress Chart to be prepared in conjunction with Consultant/Client within a fortnight from issue of Letter of Intent together with PERT-CPM Chart.
4. Contractor have to give the pictorial progress chart along with the progress report along with the R.A. Bill.

Annexure F

MONTHLY PROGRESS REPORTS

The Contractor shall submit Project Review Report in quadruplicate at the beginning of the Project and Monthly Progress Reports also in quadruplicate as per Table of Contents given below: -

Chapter No. -----	Title -----
1	Introduction
2	Contract History
3	Mobilization: A - Personnel B - Plant and Equipment
4	Material Procurement
5	Construction Progress - Temp. Facilities - Permanent facilities
6	Pending Matters
7	Anticipated Activities for next month
8	Reconciliation of Quantities
9	Appendices: a) Organogram b) List of Staff c) Manpower List d) Material List e) Equipment List f) Progress Photos - Min. 6 card size colour. g) Progress Prorate h) Monthly Progress Quantities i) Master Schedule

In addition to the above, daily progress, programmed, labour and material report as per approved format shall be submitted to Clients Office.

The Contractor is deemed to have included in his bid the cost of such preparation and reports and it is understood no extra payment shall be admissible on this account.

Annexure G**LIST OF TENDER DRAWINGS**

Sr. No.	Description	Drawing No.	Remarks
	Not Applicable		

MAJOR LIST OF IS CODES

Sr. no.	Description of item	IS-code
A	Earthwork	
	1) Soil Testing(Grain size dist, triaxial test, box shear test,etc.)	IS-2720-1970-92(Part-1 to 42)
	2) Safety Earth work	IS-3764
	3) Pre-constructional anti-termite treatment	IS-6313(part-2-3)-1981
B	Soiling	
	1) Brickbat soiling	IS-5779:1986
C	Pipes	
	1) NP2 pipe including collars and caulking of joints	IS:458:1988
	2) H.D.P Pipes for water supply	IS:4984:1995
	3) Salt Glazed stone ware pipes	IS:651-1992
	4) Laying of concrete pipes	IS: 783
	5) P.V.C pipes for potable water	IS:4985: 2000
	6) P.V.C pipe fitting	IS:7834 (part-1to8)1987
	7) P.V.C fabricated fitting	IS:10124 (part-1to13) 1988
	8) Cast Iron pipes	IS:1536&1537
D	Concrete work	
	1) Providing and Laying of cement concrete	IS-456:2000,IS-1200(Part:2)1974
	2) Concrete structure for storage of liquid	IS-3370(part1&2)1965
	3) Read mix concrete	IS-4926:2000
	4) Admixtures	IS-9103:1999
	5) Cement	IS-269
	6) Sand	IS-383
	7) Aggregate	IS-2386
	8) Method of test for strength of concrete	IS-516
	9) Method of sampling and analysis of concrete	IS:1199
	10) Concrete Vibrators	IS:2505
	11) Code practice for laying in site cement	IS:4984
	12) Specification for plywood for concrete	IS:4990
	13) Water used for concrete	IS:3025
E	Reinforced steel bars	
	1) Mild steel bars	IS-432 part1&2

	2) High tensile deform bars	IS-1786:1985
	3) Specification for hard-drawn steel wire for concrete reinforcement	IS-1566:1982
F	Flooring work	
	1) IPS(Granolithic concrete flooring	IS-5491:1969
	2) Terrazzo tiles	IS-2114:-1984
	3) Ceramic tiles	IS-13711,13712&13630
	4)Specification of Marble	IS-1130:1969
	5)Specification for structural Granite	IS-3316:1974
	6) Glazed earth ware tiles	IS-777
G	Masonry work	
	1) Brick masonry	IS-2212:1991,IS-1200(Part:3)1976
	2) Stone masonry	IS-1597, IS-1200(Part4):1976
	3) Mortar for masonry	IS-2250
	4)CC Block Masonry	IS-2185 part:1 1979
	5)Fly Ash Brick	IS-12894 :- 1990
	6)Steel Scaffolding	IS-2750
H	Plastering work	
	1)Plaster finish	IS-2394:-1984
	2)Sand for plaster	IS-1542:-1992
I	Painting work	
	1)Painting the Concrete, masonry and plaster surface	IS-2395:1994 part1&2
	2)Oil bound distemper	IS:427 & 428:-1968
	3)Acrylic emulsion paint	IS:5411:-1974
	4) Varnishing	IS:347:-1975
	5) Painting of nonferrous metals in building	IS-2524:1968 part1&2
J	Doors & Windows	
	1) Aluminum windows, doors	IS-1948&1949:-1961
	2) Steel windows for industrial buildings	IS-1361:-1978
	3) Steel Door Frames	IS-4351
	4) Timber doors, windows and ventilators	IS-4021
	5) Wooden Flush doors	IS-4020 & IS-2202
	6)Metal rolling shutter and rolling grills	IS-6248:-1979
K	Joints	
	1) Polysuphide joint	IS-11433
	2)Expansion joints	IS-1838 1983
L	Water proofing	
	1)DPC using bitumen felts	IS-1609:-1991
	2)Water proofing lime based	IS-3036:1992

	3)Water proofing of roof with bitumen felt	IS-1346:1991
	4)Water proofing of roof with mastic	IS-4365:1967
	5)Silicon based water repellent	IS-12054:1987
	6)underground water reservoirs	IS-6494:1988
	7) Bituminous compounds for water proofing purpose	IS-1580
M	Steel structures	
	1) Structural Steel	IS-800:1984
	2)Bolts in steel structures	IS-4000:1992
	3)Tolerances for erection of steel structures	IS-12843:1989
	4) Rain water Gutter & down take pipe	IS:2527:1984
	5) Composite construction	IS:3935:1966
N	Road Construction	
	1) Construction & Maintenance of Road	IS:7740:1985
O	Method of measurements	
	1)Earthwork	IS:1200:1992 (Part-1)
	2) Concrete works	IS:1200:1974 (Part-2)
	3)Brick works	IS:1200:1976 (Part-3)
	4) Stone Masonry	IS:1200:1976 (Part-4)
	5)Form work	IS:1200:1982 (Part-5)
	6)Steel works	IS:1200:1993 (Part-8)
	7)Roof covering	IS:1200:1973 (Part-9)
	8)Ceiling and linings	IS:1200:1973 (Part-10)
	9)Paving, Floor finish, dado	IS:1200:1977 (Part-11)
	10)Plastering and pointing	IS:1200:1976 (Part-12)
	11)White washing, Colour washing, distemper	IS:1200:1994 (Part-13)
	12) Painting, polishing and varnishing	IS:1200:1987 (Part-15)
	13)Water and Sewer lines	IS:1200:1979 (Part-16)
	14) Road work	IS:1200:1985 (Part-17)
	15) Demolition	IS:1200:1974 (Part-18)
	16)Water supply and plumbing	IS:1200:1981 (Part-19)
	17)Wood works	IS:1200:1973 (Part-21)

8.0 Bill of Quantities

S.No.	Item	Unit	Qty	Rate in Rs.	Amount in Rs.
	Note: The bidder has to quote the rates including supply and execution of all materials of approved quality including testing of materials through independent agency as well as at site and laboratory establishment at site.				
1	Excavation & Earthwork				
1.1	Raising Low site around the building/plots with approved Good quality earth soil obtained from outside by truck carriage including breaking clods, dressing etc complete including paying necessary forest royalty, sales tax, land compensation , municipal gate fee if any monopoly duty etc (profile measurement to be taken and 12.5% deduction for shrinkage to be made from total quantity) etc complete as directed & specified. Filling is to be done in layers of 20 cm & compaction is to be achieved as per the specification & directions of Engineer – In – Charge.	Cum.	20,500		
	Grand Total				

9. OFFER:

The tender is sent with one set of drawings. Please return the tender duly filled in with your quotation signed and accompanied with drawing to:

NORTH EAST MEGA FOOD PARK LTD. , GUWAHATI, GUWAHATI DISTRICT, ASSAM.

ADDRESS:

NORTH EAST MEGA FOOD PARK LTD.
Hotel Brahmaputra Ashok,
M.G. Road, Assam,
Guwahati-781 001

So as to reach not later than 06/03/2015 3:30 PM.

Late tenders are liable to be rejected.

Your Tender shall be submitted in a sealed envelope super subscribed as

TENDER FOR LAND FILLING WITH GOOD EARTH FOR THE PROPOSED FOOD PARK AT TIHU, GUWAHATI, ASSAM.

The tender shall be kept valid for acceptance for a period of three months (90 days) from the date of submission.

**PLACE:
DATE :**

BIDDER'S SEAL & SIGNATURE