

Sealed tenders under **Double bid (Technical and Financial Bid)** are invited from **Licensed civil engineers/ Contractors of Class B & above** having minimum three years of experiences in building construction/ Credentials of a similar nature of work of the minimum value of 1 Crore of the amount put to tender during 3(Three) years prior to the date of issue of this tender notice for establishment of Common Facilities Centre at **Bamundi Nagar, Gudari, Rayagada, Odisha, 765026**

Description of work	Package No.	Site location	Approximate value of work	Period of Execution
Construction Of Common Facility Center of Gudari Feeds Cluster	I	Bamundi Nagar, Gudari, Rayagada, Odisha, 765026	Civil Works – ₹1,11,58,000	120 days

Date of commencement of issue of tender	Date & Time of Pre-Bid Meeting	Last date for submission of Tenders	Date of opening of bid	Cost of Tender Form
03/08/2021	16/08/2021 at 11:00 AM	23/08/2021 upto 05:00 PM	25/08/2021 at 11:00 AM	₹ 10,000

Place of Tender Submission & Opening of Technical bid and Financial Bid: Housing Board Colony, Sai Priya Nagar, JK Road, Rayagada, ODISHA & INDIAN INSTITUTE OF ENTREPRENEURSHIP(IIE), Near Game Village, Lalmati, Guwahati 781029

A complete set of the Bid documents containing the details of the terms and conditions may be downloaded from the website: www.shaktiorg.com/www.iie.gov.in and the same can be submitted along with cost of tender paper on shape of Bank Draft. Any corrigendum/ addendum/ information related to this NIT will only be uploaded in **SHAKTI SOCIAL, CULTURAL AND SPORTING ORGANIZATION & INDIAN INSTITUTE OF ENTREPRENEURSHIP(IIE)** website which will not be published in Newspapers. The authority reserves the right to accept / reject any part or all the bids without assigning any reason thereof. The authority has the right to increase/ decrease / cancel the tender & go for re-tendering without assigning any reason thereof.

**EXECUTIVE DIRECTOR
SHAKTI SOCIAL, CULTURAL AND SPORTING ORGANIZATION**

INDIAN INSTITUTE OF ENTREPRENEURSHIP (IIE)
Basistha Chariali, N.H. – 37 Bypass, Near Game Village,
Lalmati, Guwahati 781029
Ph: 0361- 2300840
Website: www.iie.gov.in

KIIT-TECHNOLOGY BUSINESS INCUBATOR (KIIT-TBI)
CAMPUS 11, KIIT University, Prasanti Vihar, Patia
Bhubaneswar, Odisha 751024
Ph: +91-6371331011
Website: www.kiitincubator.in

SHAKTI SOCIAL, CULTURAL AND SPORTING ORGANIZATION
Housing Board Colony, Sai Priya Nagar, JK Road
DIST- Rayagada, Odisha, 765001
Ph: +91-9090777666
Website: www.shaktiorg.com

TENDER DOCUMENTS
For
CONSTRUCTION OF COMMON FACILITY CENTER

To Establish:
COMMON FACILITY CENTRE (CFC) OF
RADHA KRISHNA FOUNDATION (SPV)
At Bamundi Nagar, Gudari, Rayagada, Odisha, 765026

AUGUST 2021

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1. PREAMBLE

Ministry of MSME, Government of India has formulated “**Scheme of Fund for Regeneration of Traditional Industries (SFURTI)**”, for the development of Village Industries and Coir clusters in order to organize the traditional industries and artisans for their growth and long term sustainability. **IIE, GUWAHATI** is the Nodal Agency for the development of clusters under the scheme, undertakes the role of programme fund management, in addition to monitoring and evaluation of project implementation.

The scheme specifies the following institutional arrangement at the operational level:

1. Special Purpose Vehicle (SPV) is formed to develop and manage the cluster
2. Implementing Agency (IA) is appointed to undertake scheme implementation
3. Technical Agency (TA) is designated to assist and guide the scheme implementation

GUDARI FEEDSCLUSTER is approved under the scheme.

RADHA KRISHNA FOUNDATION is the Special Purpose Vehicle (SPV) of the Cluster.

SHAKTI SOCIAL, CULTURAL AND SPORTING ORGANIZATION is the Implementing Agency of the cluster.

KIIT-TBI is the designated Technical Agency for the cluster.

The scheme envisages establishment of upgraded production infrastructure, as the Common Facility Center (CFC), for the manufacturing of agro based products and stipulates the Building Construction and Machinery Procurement for the establishment of CFC should adhere the General Financial Rules (GFR) of Government of India. Accordingly, the tender procedures are being undertaken for the procurement of machineries, equipments and its accessories.

RADHA KRISHNA FOUNDATION the Special Purpose Vehicle (SPV) of **GUDARI FEEDSCLUSTER** Cluster having the administrative office **Housing Board Colony, Sai Priya Nagar, JK Road, Rayagada, ODISHA** is establishing a Common Facility Centre (CFC) in **CFC Address: Bamundi Nagar, Gudari, Rayagada, Odisha, 765026** with the financial assistance from Government of India under SFURTI.

In this context, on behalf of SPV, **RADHA KRISHNA FOUNDATION**, the Implementing Agency (IA) **SHAKTI SOCIAL, CULTURAL AND SPORTING ORGANIZATION** of **GUDARI FEEDS CLUSTER** having administrative office at **Housing Board Colony, Sai Priya Nagar, JK Road, Rayagada, ODISHA** invites sealed tenders from **Licensed registered civil engineers/ Contractors of B class or above**

(having minimum three years of experiences in building construction) for establishment of Common Facilities Centre at **Bamundi Nagar, Gudari, Rayagada, Odisha, 765026**.

The tender comprises of 1 package. The Tender for each package have to be submitted separately and **each package will be considered as separate tender**. The tenderer can bid one or more packages subject to fulfillment of eligibility criteria for the respective package. The successful bidder to be selected through this tender is expected to Construction Of Common Facility Centre, for each package, in the tender. Drawings and Bill of Quantity (BoQ) are given in Annexure I. The Tender notification has been published fixing the date of opening of tender as **25/08/2021 at 11.00 AM**.

2. SCOPE OF WORK

- a) The successful tenderer should undertake Construction of Common Facility Centre, for the respective packages at **Bamundi Nagar, Gudari, Rayagada, Odisha, 765026** as per the drawings and Estimate/Bill of Quantity (BoQ) given in Annexure-I.
- b) The successful tenderer should complete the construction of CFC buildings and amenities within 120 days from the date of receipt of Work Order. The time line for the cumulative percentage of work to be completed based on the value of work shall be as given below:

DAYS	PERCENTAGE OF WORK TO BE COMPLETED
1ST 30 DAYS	Min. 20% of total contract value
2ND 30 DAYS	Min. 40% of total contract value
3RD 30 DAYS	Min. 75% of total contract value
4TH 30 DAYS	100% of total contract value

- c) As per DPR the sanctioned Scope of Work

3. QUALIFICATION CRITERIA

CLAUSE	QUALIFICATION CRITERIA	SUPPORTING DOCUMENTS
3(A)	The tenderer should be a registered legal entity.	i) In case of Private / Public Limited Companies <ul style="list-style-type: none"> • Copy of Incorporation Certificate issued by the Registrar of Companies • Copy of Memorandum and Articles of Association (ii) In case of Partnership Firm <ul style="list-style-type: none"> • Registered Partnership deed (iii) In case of Proprietorship Concern <ul style="list-style-type: none"> • Copy of Udyog Aadhaar/ GST Registration Certificate / PAN Card.
3(B)	The tenderer should be an eligible Civil Contractor	(i) Valid Registration Certificate from PWD / CPWD / Highways department (ii) licensed registered civil engineers/contractors at least B class (iii) Valid registration of GST
3(C)	The tenderer should have at least 3 years of experience (as on 20/04/2021) as Civil contractor.	(i) Work orders issued by clients (ii) Performance certificate issued by clients (iii) List of construction works executed in last 3 years as per Annexure-V
3(D)	The tenderer should have been awarded and successfully completed at least three works W.R.T. Building Construction in the last 3 years (as on 20/04/2021).	(i) Work orders issued by clients. (ii) Performance certificate issued by clients.
3(E)	The tenderer should have reported a Annual Turnover of Rs.100.00 lakhs in the last three consecutive financial years i.e. 2017-18, 2018-19 & 2019-20 (OR) 2018-19, 2019-20 and 2020-21.	i. The average annual turnover statement duly certified by Chartered Accountant as per Annexure IV.

		ii. The Annual Report/ certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 3 consecutive financial years.
3(F)	The tenderer should not have been blacklisted for supply of any items or services by any Government departments/Private Agency	The declaration form as per Annexure VI should be enclosed. Also the Notarized Copy needs to be submitted.

4. LANGUAGE OF THE TENDER

The Tender prepared by the tenderer as well as all correspondences and documents relating to the tender shall be in English language only. If the supporting documents are in a language other than English, the notarized translated English version of the documents should also be enclosed.

5. PURCHASE OF TENDER DOCUMENTS

- i. The tender Schedule shall be downloaded from www.shaktiorg.com/www.iie.gov.in by payment of Rs 10,000/-. The tender can also be obtained from the following address **Housing Board Colony, Sai Priya Nagar, JK Road, Rayagada, Odisha, 765001 & INDIAN INSTITUTE OF ENTREPRENEURSHIP(IIE), Near Game Village,Lalmati, Guwahati 781029.** The tenderer should give a declaration for not having tampered the Tender document downloaded from Internet (as per Annexure VII).
- ii. The tender document can be downloaded from **03/08/2021 to 23/08/2021.**

6. PRE-BID MEETING

There will be a pre-bid meeting on **16/08/2021** in the office of the **Housing Board Colony, Sai Priya Nagar, JK Road, Rayagada, Odisha, 765001** during which the prospective tenderers can get clarifications about the tender.

The tenderers shall send their queries in writing if any so as to reach IA at least two days prior to the pre-bid meeting date, which would be promptly addressed in the meeting. The tenderers

are advised to check www.shaktiorg.com/www.iie.gov.in for up-to-date information like change in date /venue etc., of pre-bid meeting as IA may not be able to identify and communicate with the prospective bidders at this stage. Nonattending of pre-bid meeting is not a disqualification. In case of any extended (COVID 19) lockdown period on the date of pre-bid meeting or any other such circumstances, the pre-bid meeting would be conducted by video conferencing on the same date, for which the interested bidders are requested to mail their Email-Id and Whatsapp/phone number to the mail Id of the IA shaktiorg.projects@gmail.com before **23/08/2021**.

7. CLARIFICATION OF THE TENDER DOCUMENT

The tenderers may ask for queries in any of the clauses in the tender document before 48 hours of the opening of the tender. Such queries may be sent in writing to “**Housing Board Colony, Sai Priya Nagar, JK Road, Rayagada, Odisha, 765001**” or by e-mail to shaktiorg.projects@gmail.com. IA will upload the clarification on www.shaktiorg.com/www.iie.gov.in.

It is binding on the part of tenderers to check the above said website for any amendments or clarifications posted during the entire tender process.

8. AMENDMENT OF THE TENDER DOCUMENT

To issue Amendment; IA in consultation with NA/TA as a result of a query, suggestion or comment of an Applicant or a Respondent, may modify the tender document by issuing an addendum or a corrigendum at any time before the opening of the tender, with the concurrence of the tender/working committee. Any such addendum or corrigendum will be uploaded on www.shaktiorg.com/www.iie.gov.in and the same will be binding on all Applicants or Respondents or Tenderers, as the case may be.

9. AUTHORIZATION OF THE TENDERER

The Tender should be signed on each page by the tenderer or by the person who is duly authorized for the same by the tenderer. Mandatorily, the tenderer shall also authorize its designated phone no, email ID and postal address through which all communications would be carried out for all purposes of the tender.

10. PRE-VISIT OF SITE

The tenderer, on his/her own responsibility, risk and cost, is advised to visit and examine the site of works **Bamundi Nagar, Gudari, Rayagada, Odisha, 765026** and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the work(s) as mentioned in the Annexure (I).

11. SPECIFIC INSTRUCTIONS TO BIDDERS/CONTRACTORS FOR QUOTING OF RATES

(a) The contractors are requested to read the detailed specification and quote the rates clearly in the Price bid. Quoting the rates in the Price bid will only be taken up for comparison and shall be final.

(b) The tenders invited are based on item wise rates mentioned in the estimate of works/BoQ. Any lump sum deductions or increase or rebate offered either in the tender or in the covering letter or at any portion of the tender will be ignored and only the rates offered in the Price bid alone will be taken as valid rates and taken up for tender comparison. Rates or Lump sum amounts for items not called for shall not be included in the tender. Any alteration made by the tenderer in the contract form, the conditions to Contract, the drawings, specification, or quantities accompanying the same will not be recognized and if any such alterations are made the tender will be void.

(c) The tenderer / contractor will make his/her/their own arrangements to procure and use ISI Brand Cement and ISI Brand steel required for the work.

(d) It should be clearly understood that the rate quoted by the tenderer / contractor is inclusive of incidental charges including all seen & unseen costs such as conveyance, loading, unloading, stacking at site and testing charges etc., complete.

(e) The tenderer / contractor will produce test certificate obtained from any one of the Govt. institutions for cement and steel brought to site. And only when the test results confirm to the ISI specification they will be allowed to be used in the works.

(f) The tenderer / Contractor should strictly follow above instructions without fail.

Materials to be used

- a) All materials shall be best of their kind and shall conform to the latest Indian Standards.
- b) All materials shall be of approved quality as per samples and approved by the concerned authority.

i. Cement: Shall comply with the latest specifications confirming to IS: 8112 for 43 grade OPC and IS 12269 for 53 grade cement.

ii. Reinforcement: High Yield Strength deformed bars conforming to IS 1786 – 1990 Fe 500 (Thermo mechanically treated bars) and Mild Steel confirming to IS 432 (Part-1).

iii. Coarse Aggregate: Shall be of the best quality, hard machine crushed stone free from earth or any organic matter etc. Suitably graded and shall conform to IS: 383-1990.

iv. Sand: Shall be river sand clean, sharp, strong, angular and composed of hard siliceous materials. It shall be free from any harmful materials such as iron pyrites, coal mica, shale, clay alkali, soft fragments, sea shale, organic impurities, etc. It shall be obtained from approved quarries and shall conform to IS:383-1990.

v. Fly ash Bricks: Bureau of Indian Standards have issued code IS:12894-2002 for ash bricks. Use of fly ash bricks has been incorporated in CPWD specifications. Minimum fly ash content for Fly Ash bricks and blocks to qualify as "fly ash based products" shall be 50% of total input material.

vi. Timber: Shall be of best quality, perfectly dry, well-seasoned and free from sap wood, sound straight, free from loose knots, cracks shakes and any appearance of root and any other defect and conforming to IS: 12896 – 1990. No wood work shall be placed in position covered in the wall unless it is approved by the Architect.

vii. Hardware Fittings for Doors: All the doors shall be provided with MS powder coated hinges, aldrops, tower bolts, locks etc. or as specified in schedule of quantities. The external doors shall be provided with Godrej make locks.

viii. Admixtures: Admixtures if used shall comply with IS 9103. Admixtures to concrete shall not be used without the written consent of the Architect. When permitted, the contractor shall furnish full details from the manufacturer and shall carry such test as the Architect may require before any admixture is used in the work to check particularly for Chlorides.

Admixture may be used to modify one or more of the following properties of: **FRESH CONCRETE.**

- a) To increase workability without increasing water content or to decrease the water content at the same workability.
- b) To retard or accelerate both initial and final setting times.
- c) To reduce or prevent settlement.
- d) To increase slight expansion in concrete and mortar.
- e) To modify the rate or capacity for bleeding or both.
- f) To reduce segregation of concrete, mortars and grouts.
- g) To improve penetration & or pump ability of concrete, mortars & grouts.
- h) To reduce rate of slump loss

Admixture may also be used to modify one or more of the following properties of: **HARDENED CONCRETE**

- To retard or reduce heat generation during early hardening.
- To accelerate the rate of strength development.
- To increase the strength of concrete or mortar (Compressive, tensile or flexural).
- To increase the durability or resistance to severe conditions of exposure including the application of deicing salts.
- To decrease the capillary flow of water.
- To decrease the permeability to liquids.
- To control the expansion caused by the reaction of alkaline with certain aggregate constituents.

- To produce cellular concrete.
- To increase the bond of concrete to steel reinforcement
- To increase the bond between old and new concrete.
- To improve impact resistance and abrasion resistance.
- To inhibit the corrosion of embedded metal.
- To produce coloured concrete or mortar

12. SUBMISSION OF TENDER IN TWO COVER SYSTEM

- i. The tender comprises of 1 package. The tenderer can bid one or more packages.**
Tender for each package have to be submitted separately and each package will be considered as separate tender. Bidders who apply for multiple packages shall comply with the conditions and clauses pertaining to the respective packages and shall submit the bid for each package separately. **The drawings and Bill of quantities (BOQ) of each package is given in Annexure I.**
- ii.** Every page of the terms and conditions of the tender document should be signed and enclosed with the tender, in token of having accepted the tender conditions. Failing which the tender will be rejected summarily.
- iii.** Tenders should be submitted in **two parts for each package separately:**
Part I will cover **TECHNICAL BID**
Part II will cover **FINANCIAL BID**
- iv.** Tenderers should ensure submission of all documents pertaining to Part-I and Part II proposals separately as per the Check list given in Annexure -X.
- v.** Tenderers are requested to place Part I and Part II documents in separate sealed covers.

Part I cover to be superscripted as **“Part I – Technical bid”**

Part II cover to be superscripted as **“Part II – Financial bid”**

respectively, mentioning the name and address of the Tenderer in each of the both covers.

These two sealed covers (**Part I and Part II**) must be placed in a single outer cover superscripted as **“Tender for the construction of work shed buildings and amenities at Bamundi Nagar, Gudari, Rayagada, Odisha, 765026”** and addressed to **“SHAKTI SOCIAL, CULTURAL AND SPORTING ORGANIZATION”** mentioning the name and address of the Tenderer in the outer cover. **Tenders shall be submitted in sealed cover and unsealed tenders would summarily be rejected.**

- vi.** Tenders should be dropped only in the tender box kept at the office of **“Housing Board Colony, Sai Priya Nagar, JK Road, Rayagada, Odisha, 765001” & “INDIAN INSTITUTE OF ENTREPRENEURSHIP(IIE), Near Game Village, Lalmati, Guwahati 781029”** on or before 05:00 PM on **23/08/2021**. Tenders will not be received by hand.
- vii.** A tender once submitted shall not be permitted to be altered or amended.
- viii.** Alternatively, the tenders can be submitted through registered post so as to reach the above address on or before 05:00 PM on **23/08/2021**. Tenders received after the specified time will not be considered and IA will not be liable or responsible for any postal delays.

13. EARNEST MONEY DEPOSIT

- i.** As per the Office Memorandum issued by Procurement policy Division, Department of Expenditure, Ministry of Finance vide letter no.F.9/4/2020-PPD dated 12.11.2020, the bidders are exempted from submission of EMD.
- ii.** The tenderer should submit **“BID SECURITY DECLARATION”** as per the format given in Annexure VIII, failing which the bid is liable for rejection.
- iii.** If the tenderer emerges as the successful bidder and after subsequent issuance of letter of acceptance by the IA, failure to sign the agreement, to remit the Security Deposit or to execute the contract as per tender conditions, will result in the forfeiture of the EMD amount remitted.

14. VALIDITY

- i. The rate quoted in the Tender should be valid for the acceptance by the IA for a minimum period of 90 days from the date of opening of the Tender.
- ii. The accepted rate of the successful tenderer is valid till the entire contract is fully completed. Escalation in the rates will not be entertained under any circumstances.

15. OPENING AND EVALUATION OF THE TENDER

- i. The tender box will be closed at 5.01 PM as per IST on **23/08/2021**
(Place of tender submission: “Housing Board Colony, Sai Priya Nagar, JK Road, Rayagada, Odisha, 765001” & “INDIAN INSTITUTE OF ENTREPRENEURSHIP(IIE), Near Game Village,Lalmati, Guwahati 781029”) and the received tenders in the tender box will only be opened. Tenders received after specified date and time will not be accepted. The Tender will be opened by the Tender committee at 11.00AM on **25/08/2021** in the presence of the available Tenderers/ representatives of the Tenderers who choose to be present.
The venue of the Bid opening shall be at :**“Housing Board Colony, Sai Priya Nagar, JK Road, Rayagada, Odisha, 765001” OR “INDIAN INSTITUTE OF ENTREPRENEURSHIP(IIE), Near Game Village, Lalmati, Guwahati 781029”**. The Tenderers or their authorized agents are allowed to be present at the time of opening of the tenders.
- ii. Tender Committee will inform the attested and unattested corrections, before the Tenderers and sign all such corrections in the presence of the Tenderers. If any of the Tenderers or agents not present then, in such cases the Committee will open the tender of the absentee Tenderer and take out the unattested corrections and communicate it to them. The absentee Tenderer should accept the corrections without any question whatsoever.
- iii. If the date fixed for opening of the tender happens to be a Government holiday, the sealed tenders will be opened at 11.00 AM on the next day.

- iv. The Technical bid will be evaluated by the tender committee in terms of the qualification Criteria. The committee reserves the right to disqualify any of the tender in case the Committee is not satisfied with the documents furnished.
- v. After the completion of evaluation of technical bids, the tenderers declared as qualified by the Committee, will be informed the date of opening of Financial bid **(Part II)**.

16. PRICE OFFER

- i. The Financial bid should be kept only in the Part II cover.
- ii. The Financial bid should be prepared as per Annexure-IX.
- iii. The price should be neatly and legibly written both in figures and words.
- iv. In case of discrepancy between the prices quoted in words and figures lower of the two shall be considered.
- v. If a bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- vi. **Part-II (Financial Bid)** should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.

17. EVALUATION OF THE PRICE

- i. The Tender committee will examine for complete, properly signed and error-free nature of the **Financial Bid (Part II)**.
- ii. The comparison of the rates offered shall be based on the total all inclusive rates offered (i.e. sum of all inclusive rate offered for all the tendered items).

18. AWARD OF CONTRACT

- i. The Tenderer who has quoted lowest price (L1) will be issued the 'Letter of Acceptance' by the Implementing Agency.
- ii. In unavoidable circumstances, such as receipt of very limited bids or the proposal prices are substantially higher than the market value / updated cost estimate or available budget, the committee may decide upon resorting to Negotiation with the lowest evaluated responsive bidder. In such cases, the Tenderer who has quoted lowest price (L1) will be invited for negotiations and after finalizing the negotiated rate, Letter of Acceptance will be issued.

19. SECURITY DEPOSIT

- i. On receipt of the Letter of Acceptance from IA, the successful tenderer should remit a Security Deposit (SD) of **3%** of the value of the contract in the form of Account payee Demand Draft from any Banking Branch or irrevocable Bank Guarantee with a validity period of one year in favour of "**SHAKTI SOCIAL, CULTURAL AND SPORTING ORGANIZATION**", within 10 (Ten) working days from the date of receipt of letter of acceptance. The EMD shall be adjusted with the Security Deposit.
- ii. Any other amount pending with IA will not be adjusted under any circumstances, against the Security Deposit if so requested.
- iii. If the Security Deposit amount is not paid within the time specified, the EMD remitted by the tenderer shall be forfeited, besides cancelling the communication of acceptance of the Tender.
- iv. Security Deposit amount remitted will not earn any interest.

20. AGREEMENT

The successful tenderer should execute an agreement as may be drawn up to suit the conditions on a non-judicial stamp paper of value, as prescribed in law on the date of remittance of Security Deposit and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the EMD/SD amount remitted by the tenderer will be forfeited besides cancelling the Tender.

21. ISSUE OF WORK ORDER

After payment of Security Deposit and successful execution of the agreement, Work Order will be released within 10 days by the IA. The successful tenderer should complete the Construction Of Common Facility Centre shed buildings and amenities within 120 days from the date of receipt of Work Order.

22. DEFECT IDENTIFICATION AND ITS RECTIFICATION

- i. Defect Liability period shall be 6 months from the date of the completion of work. Any defect arising in the work in guarantee period due to faulty workmanship and faulty materials should be rectified by contractor at his own cost.
- ii. Any deficiency in concreting such as cracking, excessive honeycombing, exposure of reinforcement or other fault which entail replacement of the defective part by fresh concrete and whatsoever remedy reasonable required without hampering the structural safety and architectural concept, all at the cost of contractor.
- iii. The successful tenderer should submit **bank guarantee equivalent to 10% of the total value of contract valid for 6 months** towards Defect Liability.

23. EMPLOYMENT OF TECHNICAL ASSISTANTS

- i. The tenderer shall employ qualified technical persons at his cost to supervise the work and the tenderer should ensure the presence of the technical persons at the site of work during working hours, monitoring all items of works and paying extra attention to such works as may demand special attention.
- ii. A movement register should be opened and maintained for Technical persons employed by the Contractor. The Technical persons should note the arrival and the departure timings every day along with their initials in a register. Such Register should be produced during inspection of the Inspecting Officers (Tender committee members).

24. PAYMENT TERMS

- i. **30% of the contract value** will be paid on completion of Foundation level works and submission of Stage level completion certificate by a Chartered Engineer, based on the inspection report by Tender Committee.
- ii. **40% of the contract value** will be paid on completion of roof level works and submission of Stage level completion certificate by a Chartered Engineer, based on the inspection report by Tender Committee.
- iii. **The balance 30% and SD** will be released only after satisfactory completion of the entire contract based on the inspection report by Tender Committee and submission of Chartered Engineer's work completion & valuation certificate and bank guarantee equivalent to 10% of the total value of contract valid for 6 months towards Defect Liability.
- iv. IA also reserves the right to recover any dues from the tenderer, which is found on later date, during audit/excess payment, after final settlement is made to them. The successful tenderer is liable to pay such dues to the IA immediately on demand, without raising any dispute/protest.

25. PENALTY

- i.** Failure to execute the entire contract within **120 days** from the date of issue of work order will attract a **penalty of 1% per 15 days**, on the full value of the contract up to a **maximum of 10%**. Delays beyond that period will be viewed as violation of the contract terms and will be dealt accordingly.
- ii.** Implementing agency reserves the right to inspect the site at any point of time during the contract period to ensure the progress and quality of work carried out. During the inspection, if any discrepancies found in the quality of work / material used, the IA, with the approval of the tender committee, reserves the right to order for any rework(s) / replace any item(s) of material, as the case may be, in order to ensure the quality of work / progress as per the contract terms.
- iii.** All the materials used for construction shall be first use, new, high quality material. Old or Used materials will not be accepted and if found, the decision of Committee, either for rework / replace / deduction in payment shall be binding on the contractor.
- iv.** Any delay on the part of IA should be intimated and sorted out immediately without affecting the progress of works.

26. TERMINATION OF CONTRACT

IA in consultation with the Working Committee reserves the right to terminate the contract at any time during the validity period on account of non-fulfillment of contract or for any of the reasons.

27. GENERAL CONDITIONS

- i. Conditional tender in any form will not be accepted.
- ii. Any notice regarding any matters, to the contractor shall be deemed to be sufficiently served, if given in writing to his usual or last known place of business.
- iii. Tender committee reserves the right to relax or waive or amend any of the tender conditions.
- iv. The successful tenderer shall not outsource/off load either full or part of the work to any other agency / individual
- v. If the performance of the tenderer is not as per the schedule, then tender committee reserves the right to cancel / reallocate full or part of the contract, at any stage of the contract execution.

28. ARBITRATION

- i. In case of any dispute in the tender, including interpretation, if any, on the clauses of the tender or the agreement to be executed, the matter shall be referred by IA / Tenderer to an Arbitrator to be appointed by the Parties hereto by mutual agreement. If no such Arbitrator could be appointed by mutual consent, the matter may then be referred to the **IIE, GUWAHATI** for nominating an Arbitrator, the Arbitration proceedings being governed by the Arbitration and Conciliation (Amendment) Act 2015.
- ii. The venue of the Arbitration shall be at **IIE, GUWAHATI**. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration.
- iii. The Arbitrator may with the mutual consent of the parties, extend the time for making the award. The award to be passed by the Arbitrator is enforceable in the court at **BHUBANESWAR**.

29. JURISDICTION OF THE COURT

Any dispute arising out of non-fulfillment of any of the terms and conditions of this Agreement or any other dispute arising out of the arbitration award will be subject to the jurisdiction of the Courts in the City of **BHUBANESWAR** only.

We agree to the above terms and conditions.

SIGNATURE OF THE TENDERER:

DATE:

NAME IN BLOCK LETTERS:

DESIGNATION:

ADDRESS:

ANNEXURE-I

Part 1 – SCOPE OF WORK (As per DPR)

<u>Sl No</u>	<u>Description</u>	<u>UNIT AREA</u>	<u>Total (Amt in Rs)</u>
1	PROCESSING UNIT AREA (99X72)	7,128.00	
2	STORAGE GODOWN FOR RAW MATERIAL & FINISHED PRODUCT (99X18)	1,782.00	
3	WAY BRIDGE (20X10)	200.00	
4	MACHINERY AREA WITH STRUCTURE	1,500.00	
3	TRAINING AREA AND TESTING LABORATORY	1,000.00	
4	BOILER SHADE & HUSK BUNKER	800.00	
TOTAL			
TOTAL (ROUNDED)			
TOTAL (AS PER DPR)			

ANNEXURE-II

PART-I (TECHNICAL BID)

Date: _____

From,
Name:
Address:
Ph:
Fax:
E-mail:

To,
The Executive Director,
SHAKTI SOCIAL, CULTURAL AND SPORTING ORGANIZATION

Sub: Tender for construction of Common Facility Center of **GUDARI FEEDS CLUSTER** on turnkey basis

Ref: Your Tender Notice _____

Sir,

With reference to your tender notice, we submit herewith our sealed Tender for construction of Common Facility Centre for M/S.**GUDARI FEEDS CLUSTER**, as specified by IA in this tender document.

We enclose the following documents:

- 1) Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions.
- 2) Authorization letter from the Company for the person to sign the tender.

- 3) Details of the Tenderer (as per Annexure-III)
- 4) Average annual turnover statement duly certified by a Chartered Accountant (as per Annexure-IV).
- 5) List of Building construction works executed in last 3 years (as per Annexure-V)
- 6) Declaration for not having black listed by any other Govt. agencies (as per Annexure-VI).
- 7) Declaration for not having tampered the Tender documents downloaded from the websites **www.shaktiorg.com/ www.iie.gov.in**(Annexure-VII).
- 8) Declaration for BID SECURITY (as per Annexure-VIII)
- 9) The copy of certificate of incorporation/registration (If applicable)
- 10) Copy of Registered Partnership deed, in case of Partnership Firm (If applicable)
- 11) Copy of Udyog Aadhaar, GST Registration Certificate & PAN Card
- 12) Credentials of Building Construction works of the minimum value of 1 Crore put to tender during 3 (three) years prior to the date of issue of this tender notice.
- 13) The Annual Report / certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 3 consecutive financial years FY 2017-18, 2018-19 and 2019-20 (OR) 2018-19, 2019-20 and 2020-21
- 14) Latest I.T return.
- 15) Notarized translated English version of the documents in a language other than English.

Yours faithfully,

SIGNATURE OF THE TENDERER

Encl: As stated above

ANNEXURE-III

DETAILS OF THE TENDERER

NAME OF THE TENDERER	
REGISTERED OFFICE ADDRESS	TELEPHONE NO: FAX: EMAIL: WEBSITE:
CONTACT PERSON	NAME: DESIGNATION: PHONE: MOBILE: EMAIL:
DATE OF INCORPORATION	
LEGAL STATUS	PROPRIETORSHIP/PARTNERSHIP/PVT.LIMITED/ PUBLIC LIMITED/OTHERS(PL. MENTION)
ELIGIBLE LICENSE HOLDER OF	
BRIEF PROFILE OF THE TENDERER	

NUMBER OF STAFFS ONREGULAR PAYROLL	TECHNICAL: ADMINISTRATION:
PAN NUMBER	
GST REGISTRATION NUMBER	

SIGNATURE OF THE TENDERER
(with seal and address)

ANNEXURE-IV

ANNUAL TURNOVER STATEMENT

The Annual turnover of M/s _____ for the past three years are given below and certified that the statement is true and correct.

SL.NO	YEAR	TURNOVER (Rs. IN LAKHS)
1	2017-2018	
2	2018-2019	
3	2019-2020	
4	2020-2021	
TOTAL		
AVERAGE ANNUAL TURNOVER (FOR LATEST 3 YEARS)		

DATE:

SIGNATURE OF THE TENDERER:

SIGNATURE OF CHARTERED ACCOUNTANT:
(with seal and Address)

ANNEXURE-V

LIST OF CLIENTS FOR WHOM CIVIL CONSTRUCTION WORKS UNDERTAKEN IN THE PAST 3 YEARS

(Please provide the details for each project in separate sheet along with Work Order/Completion Certificate from Client)

SL.NO	NAME AND ADDRESS OF THE CLIENT	DETAILS OF WORK	EXTENT/AREA COVERED IN SQFT.	YEAR OF COMPLETION	COST (Rs. IN LAKHS)	WORK ORDER AND COMPLETION CERTIFICATE ENCLOSED (YES/NO)

ANNEXURE-VI

CERTIFICATE

Date: _____

Certified that M/s _____
/ the firm /company or its partners /share holders had not been blacklisted by any Government
Agencies.

**SIGNATURE OF THE TENDERER
(with seal and address)**

ANNEXURE-VII

DECLARATION FORM

Date: _____

I/We _____ having our office at _____ do declare that I/We have carefully read all the conditions of tender floated vide tender ref.no. _____ for the construction of Common Facility Centre for **GUDARI FEEDS CLUSTER** and will complete the contract as per the tender conditions.

I/We have downloaded the tender document from the internet site www.shaktiorg.com/ www.iie.gov.in and I /We have not tampered / modified the tender document in any manner. In case, if the same is found to be tampered /modified, I/ We understand that my/our tender will be summarily rejected and full Earnest Money Deposit will be forfeited and I /We am/are liable to be banned from doing business with **SHAKTI SOCIAL, CULTURAL AND SPORTING ORGANIZATION /RADHA KRISHNA FOUNDATION** or prosecuted.

SIGNATURE OF THE TENDERER
(with seal and address)

ANNEXURE-VIII

BID SECURITY DECLARATION FORM

Date:

**TO,
THE EXECUTIVE DIRECTOR,
SHAKTI SOCIAL, CULTURAL AND SPORTING ORGANIZATION,**

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be blacklisted from bidding for any contract for a maximum period of 3 years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We have withdrawn / modified / amended or failure to sign the agreement or to remit the Security Deposit or to execute the contract as per tender conditions, during the period of bid validity specified in the tender document.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

**SIGNATURE OF THE TENDERER
(with seal and address)**

ANNEXURE-IX

PART-II (FINANCIAL BID)

Date: _____

From,
Name:
Address:
Ph:
Fax:
E-mail:

To,
SHAKTI SOCIAL, CULTURAL AND SPORTING ORGANIZATION

Sub: Tender for the construction of Common Facility Centre for **GUDARI FEEDS CLUSTER** -
Submission of Part II –Financial Bids

Sir,
Ref:- Our tender (Technical Bid) submitted for the “Construction of Common Facility Centre for
M/s. **GUDARI FEEDS CLUSTER**”

In continuation of our above tender, we submit herewith the price offer for the
“Construction of Common Facility Centre for **GUDARI FEEDS CLUSTER**” as specified by IA in this
tender document.

We agree to abide by the terms and conditions stipulated by the IA and also agree to complete
the entire contract, at the rates quoted by us. The rate quoted and approved by the IA in this
tender will hold good as per IA tender conditions.

Yours faithfully,

SIGNATURE OF THE TENDERER

ANNEXURE-X

(FINANCIAL BID)

DESCRIPTION	BASIC AMOUNT	SGST	CGST	IGST	TOTAL PRICE (INCLUSIVE OF TAXES)
Construction of Common Facility Centre of Gudari Feeds Cluster as per drawing and BoQ of Package I given in Annexure I					
GRAND TOTAL					

Amount in Words: Rupees _____ only

Note:

- a) The Bidder shall quote the Lump sum costs in the above given format.
- b) The lump sum offer shall provide for all superintendence, labor, technical assistance, material, plant, equipment and all other things required for executing and completing all the works as per defined Scope of Work.

**SIGNATURE OF THE TENDERER
(with seal and address)**

ANNEXURE-XI

CHECKLIST OF DOCUMENTS DOCUMENTS TO BE ENCLOSED IN PART-I

SL.NO	DESCRIPTION	ENCLOSED (YES/NO)	REFERENCE IN THE BID(PG.NO.)
1	A covering letter on your letterhead addressed to the Executive Director, SHAKTI SOCIAL, CULTURAL AND SPORTING ORGANIZATION (as per Annexure-II)		
2	Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions.		
3	Authorization letter from the Company for the person to sign the tender		
4	Details of the Tenderer (as per Annexure-III)		
5	Average annual turnover statement duly certified by a Chartered Accountant (as per Annexure-IV)		
6	List of Building construction works executed in last 3 years (as per Annexure-V)		
7	Declaration for not having black listed by any other Govt. agencies (as per Annexure-VI) (NOTARIZED IN STAMP PAPER)		
8	Declaration for not having tampered the Tender documents downloaded from the websites www.shaktiorg.com/www.iie.gov.in (as per Annexure-VII).		
9	Declaration for BID SECURITY (as per Annexure-VIII)		
10	The copy of certificate of incorporation/registration		

SL.NO	DESCRIPTION	ENCLOSED (YES/NO)	REFERENCE IN THE BID(PG.NO.)
11	Copy of Registered Partnership deed, in case of Partnership Firm		
12	Copy of Memorandum and Articles of Association		
13	Copy of Udyog Aadhaar, GST Registration Certificate & PAN Card		
14	Valid Registration Certificate from PWD / CPWD / Highways department		
15	Licensed Registered Civil Engineers/Contractors of B Class or above		
16	Credentials of Building Construction works of the minimum value of 1,00,00,000 put to tender during 3 (three) years prior to the date of issue of this tender notice.		
17	Work Orders issued by the clients		
18	Performance certificate issued by the clients		
19	The Annual Report / certified copies of Balance Sheet, Profit & Loss statement along with schedules for the last 3 consecutive financial years FY 2017-18, 2018-19, 2019-20 (OR) 2018-19, 2019-20 and 2020-21.		
20	Latest I.T return		
21	Notarized translated English version of the documents in a language other than English		

DOCUMENTS TO BE ENCLOSED IN PART-II

SL.NO	DESCRIPTION	ENCLOSED(YES /NO)
1	A covering letter on your letter head addressed to the Executive Director, SHAKTI SOCIAL, CULTURAL AND SPORTING ORGANIZATION(as per Annexure-IX)	
2	Financial Bid (as per Annexure- X) of the Tender document	

Both **“Part I – Technical bid”** cover and **“Part II – Financial bid”** cover must be placed in a separate sealed cover superscripted as **“Tender for the construction of Common Facility Centre for Gudari Feeds Cluster”** and addressed to **“SHAKTI SOCIAL, CULTURAL AND SPORTING ORGANIZATION”**, containing the name and address of the Tenderer.

NOTE: TENDERS SUBMITTED IN UNSEALED COVER WOULD SUMMARILY BE REJECTED