# File No: 4/3/2024-25/P&S Government of Manipur Office of the Deputy Conservator of Forest (Park & Sanctuary) Forest Department: Manipur

# LIMITED TENDER NOTICE Mantripukhri, the 2 of July 2024

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The Office of the Deputy Conservator of Forest (Park & Sanctuary) Forest Department invites items rate Limited Tender in two bids system (Technical and financial Bid) from approved and eligible GST registered/CPWD registered contractors for execution of 1 (one) unit of work for construction of fenced enclosures at Conservation Breeding Centre at Keibul Lamjao National Park in Bishnupur District, Manipur.

#### 2. BID SCHEDULE

a) Date of commencement of Tender forms

: 02.07.2024 (11:00 AM onwards)

b) Last date of receipt of Bids

: 09.07.2024 (Till 04:00 PM)

c) Opening of Bids (Mini Conference Hall, Mantripukhri)

i. Technical Bid

: 09.07.2024 (04:30 PM)

ii. Financial Bid

: 09 .07.2024 (04:30 PM)

## 3. SPECIFICATION OF WORK

The detailed Schedule of Quantities and Schedule of Rates along with the Drawing and Design for the execution of the following works are enclosed as Annexure I.

Sl. No.	Name of Work	Tender Amounts (Rs)	Time of Completion
1	Construction of fenced enclosures at Conservation Breeding Centre	76.61 Lakhs (Inclusive of GST, Labour Cess & any other charges)	3 months

# 4. GENERAL INFORMATION AND INSTRUCTIONS

1. Contractors shall submit tender documents to the undersigned in the prescribed format against the Description of Requirement for this work format.

- 2. The tender documents should contain Technical Bid and Financial Bid in separate sealed envelope marked as TECHNICAL BID & FINANCIAL BID.
- 3. The sealed envelope that contains Tender Documents (with sealed Technical and Financial Bids envelopes), shall be submitted together in another sealed envelope super scripted with serial number and name of work as Construction Of Enclosures At Conservation Breeding Centre distinctly.
- 4. The completed documents should be submitted to the Office of the Deputy Conservator of Forest (Park & Sanctuary) Forest Department, Mantripukhri, Imphal within the stipulated time mentioned in the Notice.
- 5. At any time prior to the submission of tender, the Authority Inviting tender may, for any reason whether at his own initiatives or in response to a clarification from a prospective contractor, modify the tender documents by amendment.
- 6. In order to provide a reasonable time to take the amendment in account in preparing the tender, the Authority Inviting Tender, may at his/her discretion, extend the date and time for submission of tender.
- 7. The tender and all correspondence and documents shall be in the English Language only.
- 8. The tender documents will be signed by the contractor in all pages with official seal. Interested Eligible Contractors, if so desire, may obtain further information from the office of the Authority Inviting Tender.
- 9. Last date of submission of tender: Tender in all respect in a sealed cover should reach the Office of the Deputy Conservator of Forest (Park & Sanctuary), Forest Office Complex, Mantripukhri, Imphal-795002 on or before \_\_\_\_\_\_ 2024 up to 1600 hrs. Bids received after last date will not be accepted. The tenderers/bidders may be present at the time of opening of Bids.

## 5. TECHNICAL BID

While submitting the bid, the contractor must furnish the following:

- a) Copy of PAN Card.
- b) List of works executed by the contractors in the last 2 (two) years on firm's letter head.
- c) GST Registration Certificate.
- d) List of construction equipment and machinery owned by the contractor on firm's letter head.
- e) An undertaking on fraud and corruption on firm's letter head.
- f) Up to date contractor Registration Certificate issued by the competent Authority verifying that the same has not been blacklisted for executing any government related works.
- g) Bank Transaction and Statement of the contractor/firm for the last 2 (two) financial years ending 31.05.2024.
- h) Up to date Income Tax and Sale Tax Clearance Certificate.
- i) Latest GSTR-3B certificate.
- i) Integrity pact as per Annexure-II.
- k) Integrity agreement as per Annexure-III.

#### 6. FINANCIAL BID

1. The Tenderer/Contractor shall furnish the bid quoted in each item in the schedule as provided in Annexure I.

#### 7. PERFORMANCE GUARANTEE

1. The successful Tender/Contractor, within 10 days of receipt of work order, shall be required to submit Performance Guarantee of 2% of the order value in the form of fixed deposit/ Banker's

cheque/ Bank guarantee in favour of "Deputy Conservator of Forest (Park & Sanctuary), Forest Office Complex, Mantripukhri, Imphal-795002" which shall be valid for a period of 6 months after work completion.

- 2. The performance guarantee will be refunded after the submission of completion certificate duly verified by the Deputy Conservator of Forest (Park & Sanctuary).
- 3. However, if the successful Tenderer/Contractor fails to execute the work or fails to perform the services as per contract, in addition to other panel actions, the Performance Guarantee shall be forseited.
- 4. Warranty: You are required to give warranty for a minimum period of one year from the date of completion of the work. If during warranty period, the work fails to give satisfactory performance and found defective, you will rectify the defect within a reasonable time.

### 8. NON-BIDING CLAUSE

- 1. The Authority inviting tender is not bound to accept any tender simply on ground of its rates being the lowest or for quoting unreasonable rates provided he has reason so to do without compromising the quality and specification of the works at any cost and as such the authority inviting tender is at liberty to cancel such tender. The Authority Inviting tender reserves the right to take final decision by looking into the technicality of the rates so quoted.
- 2. The Tenderer/Contractors are not bound to submit the tender simple because they submit the tender forms from the Authority inviting tender and anyone who is unwilling and or has reservation to abide by the terms and conditions of the Contract/Clauses laid down herein as also may be prescribed in the future under reasonable circumstances is advised not to file any tender as filling to the tender will automatically mean that the Tenderer/Contractor concerned has wilfully agreed to abide by such terms and conditions as laid down herein and also as may be reasonably laid down in future.
- 3. No revision of estimates, whatsoever, will be allowed once the tendering process completes.
- 4. The Authority inviting tender is not bound to accept the lowest estimate and reserve the right to accept all or any part of the tender or to reject all or any part of the tender to cancel the process without assigning any reason thereof.

## 9. VALIDITY OF TENDER

1. The validity of the successful Contractor shall be 12 months from the date of finalization of the order. However, the Contractor is bound to complete the execution of works within the time allowed against specific work mentioned above. This validity period may be further extended with mutual consent, if the Contractor formally request it by giving genuine reasons for the delay by paying the penalty.

# 10. AGREEMENT

 The successful Contractor shall be required to execute an agreement as per Performa prescribed in CPWD/MPWD Manuals within 10 days from the date of the initiation from tender inviting Authority informing that his estimate has been accepted.

# 11. NON-ASSIGNMENT

1. The Tenderer Contractor shall not, at any time, assign sub-let or make over the contract or the benefit thereof or any part thereof to any persons what so ever.

# 12. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSUT & FRESH AWARD

1. Failure of the successful Tenderer Contractor to comply with the requirements of signing of contract within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture Performance Guarantee. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest qualified tenderer/Contractor or go for a fresh tender depending on the circumstances.

# 13. INSPECTION OF WORKS

1. The Technical section of Office of the Deputy Conservator of Forest (Park & Sanctuary) led by Deputy Conservator of Forest will monitor the works so executed. The report so submitted will be taken into consideration before the payment of bills.

# 14. PAYMENT TERMS

1. Payments will be made as per the CPWD/MPWD manuals as amended by government.

## 15. PENALTY FOR DELAY IN EXECUTION OF WORK

- 1. In case there is delay in execution of works beyond the stipulated time allowed there shall be reduction in the payment of final bills 0.5% of the work value per week of delay of part thereof subject to a maximum of 10% of the total work value.
- 2. Once the maximum reduction is reached, termination of the work order & contract may be considered. No further payment of bills will be made, even if some portion of the work is/was already completed.
- 3. Non-performance of the contract provisions shall make the successful tenderer/Contractor liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of EMD, Performance Guarantee and other penal provisions.

# 16. FORCE MAJUERE

1. The above condition of time allowed for execution of works, price reduction & termination etc, are subject to force majeure conditions which are beyond the control of the Contractor of which the Deputy Conservator of Forest (Park & Sanctuary) shall be the final judge. However, the condition shall not include scarcity of raw materials, power cut, labour dispute and increase cost of raw material.

# 17. FRAUD & CORRUPTION

1. The Contractors shall observe the highest standard of ethics during submitting the tender and performance of the contract. During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a contractor directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then (a) the bid shall be rejected and (b) declare the undersigned ineligible for a specific period or indefinitely.

# 18. ADJUDICATION/REVIEW BOARD

1. Any dispute arising out of or during execution of the contract shall be settled with the mutual agreement through an Adjudication. Review Board appropriate authority of the Tendering Department, having officers belonging to other departments not related to the tendering department.

# 19. SAVING CLAUSE

1. No suit, prosecution or any legal proceedings shall be against Authority inviting Tender or any person for anything that is done is good faith or intended to be done in pursuance of tender.

# 20. LAWS GOVERNING THE CONTRACT & JURIDICTION

1. The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender, such dispute would be subject to the jurisdiction of High Court of Manipur, Imphal.

(Vikram Suresh Nadhe, IFS)
Deputy Conservator of Forest
(Park & Sanctuary)
Government of Manipur.

Imphal, the 2<sup>nl</sup> July, 2024

No. 4/3/2024-25/P&S

Copy to: -

1. Additional Chief Secretary (Planning), Government of Manipur.

Additional Chief Sections (Financial)
 The Principal Chief Conservator of Forest & HoFF, Government of Manipur.

3. The Chief Conservator of Forest, (Wildlife), Government of Manipur.

4. Guard File.