# **निविदा दस्तावेज़** TENDER DOCUMENT

2019-20



## वर्षा वन अनुसंधान संस्थान भारतीय वानिकी अनुसंधान एवं शिक्षा परिषद्

(पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, भारत सरकार)

पोस्ट बॉक्स नं. 136, जोरहाट – 785001, असम। RAIN FOREST RESEARCH INSTITUTE Indian Council of Forestry Research & Education (Ministry of Environment, Forest & Climate Change, Govt. of India) Post Box No. 136, Jorhat- 785001, Assam

## TENDER PAPERS

TENDER FOR CONSTRUCTION OF ASSAM TYPE ORCHID HOUSE WITH APPROACH ROAD AT NORTH EASTERN COAL FIELDS, MARGHERITA

## वर्षा वन अनुसंधान संस्थान

RAIN FOREST RESEARCH INSTITUTE

**पोस्ट बॉक्स नं**. 136, **जोरहाट** – 785001, असम

Post Box No: 136, Jorhat-785001, Assam

#### Tender No. : RFRI/STR/2019-20/10

Sealed tenders are invited from Contractors/Firms registered with CPWD/ Assam PWD for Construction of an Orchid House with Approach Road at North Eastern Coal Fields, Margherita.

The tender documents may be collected from Store Section, RFRI on payment of Tender Fee of Rs 590/- (five hundred ninty) only on any working day from 17/09/2019 to 16/10/2019 between 10.00 am to 5.00 pm.

The tender fee of Rs 590/- should be deposited in the Accounts Section of the Institute.

Bid/ Tender documents may be also be downloaded from the website <u>www.icfre.org</u>. Downloaded tender documents must be accompanied by a demand draft of Rs 590/- in favour of Director, Rain Forest Research Institute, Jorhat payable at Jorhat.

Tender document will be opened on 17/10/2019 at 11.30 am.

#### CONTENT OF TENDER PAPER

This paper includes the following documents:-

- 1. Notice Inviting tender (Chapter I)
- 2. Summary of Work (Chapter -II)
- 3. Checklist. (Chapter III)
- 4. Conditions of contract (Chapter IV)
- 5. Details and specifications of work (Chapter V)
- 6. Set of drawings (Chapter VI)
- 7. Schedule of Price Bid (Chapter VII)
- 8. Agreement contract form (Chapter VIII)
- 9. Annexure- I

#### Notice Inviting Tender (National Competitive Bidding)

वर्षा वन अनुसंधान संस्थान RAIN FOREST RESEARCH INSTITUTE पोस्ट बॉक्स नं. 136, जोरहाट – 785001, असम Post Box No: 136, Jorhat-785001, Assam

Tender No. : RFRI/STR/2019-20/10

#### RAIN FOREST RESEARCH INSTITUTE Post Box No: 136, Jorhat-785001, Assam

#### **Notice Inviting Tender**

#### Tender No. : RFRI/STR/2019-20/10

Sealed tenders are invited from Contractors/Firms registered with CPWD/ Assam PWD for Construction of an Orchid House with Approach Road at North Eastern Coal Fields, Margherita. The tender documents may be collected from Store Section, RFRI on payment of Tender Fee of Rs 590/- (five hundred ninty) only on any working day from 17/09/2019 to 16/10/2019 between 10.00 am to 5.00 pm. The tender fee of Rs 590/- should be deposited in the Accounts Section of the Institute.

Bid/ Tender documents may be also be downloaded from the website <u>www.icfre.org</u>. Downloaded tender documents must be accompanied by a demand draft of Rs 590/- in favour of Director, Rain Forest Research Institute, Jorhat payable at Jorhat.

Co-Ordinator (Facilities) Rain Forest Research Institute Jorhat, Assam

#### **Summary of Work**

Sealed tenders are invited from Contractors/Firms registered with CPWD/ Assam PWD for Construction of an Orchid House with Approach Road at North Eastern Coal Fields, Margherita. The details of the work are mentioned below.

Name of Work	: CONSTRUCTION OF ASSAM TYPE ORCHID HOUSE WITH APPROACH ROAD AT NORTH EASTERN COAL FIELDS, MARGHERITA
Estimated cost	: Rs 12,24,000.00 (Twelve Lakh Twenty Four Thousand) only.
Bid Security	: Rs 50,000.00
Performance Security	: Rs 1,00,000.00
Time limit for work completion	: 31/03/2020

The details and specifications of the above items, drawings and other terms and conditions, etc. are available in chapter IV, V & VI of the tender document.

(2) M16/09/14

समन्वयक (सुविधाए)/ Co- Ordinator (Facilities) Rain Forest Research Institute जोरहाट/Jorhat, असम/Assam.

## **Chapter-III**

## **Check List**

Item No.	Qualifying documents	Yes/No/NA
	Tender fees of Rs.590/-(including 18% GST) in shape of crossed D.D in	
1	favour of Director, Rain Forest Research Institute, Jorhat or Exemption	
	certificate.	
2	Bid Security of Rs 50,000/- in shape of crossed D.D in favour of Director, Rain	
	Forest Research Institute, Jorhat or Exemption Certificate	
3	Copy of PWD/ CPWD registration certificate	
4	Copy of PAN Card.	
5	Copy of GST registration certificate	
6	Copy of previous work experience	
7	Copy of MSME registration (if any)	
8	Copy of latest tax return of Assessment Year of 2019-20.	

#### Note:

## 1. The above mentioned documents are to be enclosed with the duly filled tender document.

#### 2. It is compulsory to fill the above check list.

3. In absence of any of the qualifying documents, the bid shall be rejected.

#### **Chapter-IV**

#### **Conditions of Contract**

1. Tender documents must reach the Office of the Director, Rain Forest Research Institute, Jorhat -785010, Assam on or before 16/10/2019 upto 5.00 pm. It may be dropped in the Tender Box of the Institute or may be sent by registered post to Director, Rain Forest Research Institute, Sotai, Near Science College (JIST), Jorhat -785010, Assam

2. The envelope containing the Tender Document should be addressed to Director, Rain Forest Research Institute, Sotai, Near Science College (JIST), Jorhat -785010, Assam. The envelope should be superscribed as "TENDER FOR CONSTRUCTION OF ASSAM TYPE ORCHID HOUSE WITH APPROACH ROAD AT NORTH EASTERN COAL FIELDS, MARGHERITA".

3. Tender Fee of Rs 590/- and Bid Security of Rs 50,000/-must be in the form of Demand Draft in favour of Director, Rain Forest Research Institute, Jorhat payable at Jorhat

4. Date for completion of work is 31/03/2020.

5. Incomplete tender documents will be summarily rejected.

#### 6. Clarification of Bids:

a. To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser, at its discretion, may ask any Bidder for a clarification of his Bid. The Purchaser's request for clarification and the response shall be in writing by post/email/fax etc. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic typing errors noticed by the Purchaser in the Evaluation of the bids. If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

b. The bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions, etc. as prescribed in the Bid Document. The bids are liable to be treated as non-responsive and will be rejected if bidder does not submit any/all qualifying documents as mentioned in the Bid Document.

c. If during the preliminary examination, the purchaser finds any minor infirmity and/or irregularity and/or non-conformity in a bid, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidder asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid may be ignored.

7. The successful Tenderer/ Bidder will have to deposit a Performance Security of Rs 1,00,000/- (one lakh) only in form of demand draft in favour of Director, Rain Forest Research Institute, Jorhat payable at Jorhat within 15 days of award of contract. The Performance Security shall be valid for the period of Contract and two months. It shall be released only after successful completion of the work, not later than 3 months from the date of completion of the work.

8. The Bid Security may be forfeited if:

- a. If a bidder withdraws his bid during the period of bid validity.
- b. In case of successful bidder, if the bidder fails to:
  - i. Accept the Work Order.
  - ii. Deposit the Performance Security.

9. The performance security may be forfeited in full or partially if any deviation from the terms and conditions is found during the period of contract.

10. The Tenderers shall be presumed to have carefully examined the drawings, conditions and specifications of the work and have fully acquainted themselves with all details of the site prior to tendering for the work.

11. The Successful Tenderer, referred hereafter as Contractor will work strictly according to the specifications and drawings provided. Work done with deviation from the provided specifications will not be accepted under any circumstance and it will be the responsibility of the Contractor to correct the deviations. Any bills charged for rectification of deviation (s) will not be entertained by the Institute.

12. After completion of the work the Contractor will inform the Institute in writing. The Institute will arrange for inspection and verification of the work done. Thereafter, if satisfied with the work done the handing and taking over documents will be signed.

13. In case the workers/ any worker deployed by the Contractor commit/commits any act of offence which is against the good Interest of the Institute, the Contractor will be liable and responsible to take action against the person(s).

14. In case the workers/any worker deployed by the Contractor meet with any unfortunate accident/ loss, RFRI will not be responsible and answerable to it.

15. RFRI will not be responsible in any case where the Contractor fails to comply with any Laws and if RFRI is put to any obligation, monetary or otherwise, the RFRI will be entitled to get itself reimbursed out of the bill or Performance Security of the Contractor.

16. Director, RFRI reserves the absolute right to cancel any or all the tender at any time during the bidding.

17. Director, RFRI reserves the absolute right to terminate/ stop the contract at any time during the period of the contract if any deviation from the laid terms and conditions is found.

18. The Contractor if in any manner defaults in the performance or in making good of any losses, damage or expenses or any part thereof, then it shall be lawful for the Institute to recover the loss from running monthly bills towards the liquidation of liability of the service provider in respect of such default.

19. FORCE MAJEURE. Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the party. Such acts shall include but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, Government regulation imposed after the implementation, communication line failure, earthquakes etc.

20. If any dispute or disagreement arises between the bidder and the Institute under any circumstance or in connection with the term & conditions, they shall make every effort to resolve the matter amicably by direct negotiation.

19. All disputes which may arise between the service provider and Institute will be referred to the arbitrator. Arbitrator will be appointed by the Director General, ICFRE. The applicable Arbitration procedure will be as per Arbitration and Conciliation Act, 1996.

#### Chapter- V

#### **Details and Specifications of Work**

- <u>Name of Work:</u> Construction of Assam Type Orchid House with Approach Road at North East Coal Fields, Margherita.
- **Location:** Margherita.
- Estimated amount: Rs 12,24,000 (Twelve Lakhs Twenty Four Thousand) Only.
- **Specifications:** 
  - 1. Foundation: R.C.C.
  - 2. Brick Wall: 112 mm thick
  - 3. Flooring: P.C.C
  - 4. Plastering: 15 mm thick cement plaster in 1:4
  - 5. Post/ Beam/ Lintel/ Post Plate: R.C.C work in prop 1:2:4
  - 6. Height of Ground Floor: 2700 mm
  - 7. Area of the building: 162. Sq. m
  - 8. Approach road to the Orchid House with earth filling and brick soling.
    - a. Earth filling work including compacting, ramming etc: 171 Cu m

Part A. Building

b. Brick soling work: 270 Sq m.

The details of items are mentioned below.

	1				0		1	1
CL Ma								
Sl. No		No	L	В	Н	Qty	Total Qty	Unit
1	Earth work in excav walls, columns, step quantity after compl							
	Posts	21	1.05	0.75	0.75	12.4031	12.40	СМ
2	Providing soling in the level with Jhama brid							
	Footing	21	0.75	0.75		11.8125		
	T Beam	1	117.00	0.25		29.25		
	Floor Area	1				162		
	Steps	1	1.50	2.70		4.05		
	Total					207.113	207.11	Sq m
3	Supplying, fitting, fi bending to proper sh wiretor steel	0 0						
		No	L	Wt	Bars	Kg		
	Jali, 10 mm	21	0.75	0.62	10	97.65		
	Post 12 mm	21	4.35	0.89	4	325.21		

	T Beam 12 mm	1	117.00	0.89	4	416.52		
	Lintel, 10 mm	1	117.00	0.62	4	290.16		
	Chajja (L)	1	10.00	0.39	4	15.6		
		1	0.75	0.39	68	19.89		
		nm dia						
	Post	21	0.45	0.22	28	58.21		
	T Beam 5" Gap	1	0.85	0.22	780	145.86		
	Lintel	1	0.45	0.22	780	77.22		
		То	otal			1446.32	14.50	Qtl
4	Providing frame wo finish in the sub stru			ber shutter	ring to g	ive a rough		
	Footing	21	0.75	0.15	4	9.45		
	Post	21	1.5	0.15	4	31.5		L
	T/Bm	1	117.00	0.2	2	46.8		
		То	otal			87.75	87.80	Sq m
	Post	21	2.70	0.15	2	17.01		1
	Lintel	1	117.00	0.15	2	35.1		
	Chajja	1	10	0.6		6		
	Total					58.11	58.11	Sq m
5	Providing and laying complete as directed			•	ncludin	g curing etc.		
			(a) Upto					
	Footing	21	0.75	0.75	0.15	1.77		
	Post	21	1.50	0.25	0.25	1.97		
	T beam (L)	1	117.00	0.2	0.25	5.85		
			otal			9.59	9.60	Cu m
	_	, ,	ove PL					
	Post	21	2.70	0.15	0.15	1.28		
	Lintel	1	117.00	0.15	0.15	2.63		
	Chajja	1	10.00	0.6	0.08	0.48	4.40	0
			otal			4.39	4.40	Cum
6	Sand filling in layer clods, dressing, ram		tc. complet	e by truck	carriage	e		
	1	1	18.0	9	0.60	97.20	97.20	Cm
7	Brick work in cemer including racking ou							
	Wall	1	117.00	0.6	0.25	17.55		
	Steps					4.5		
	Total					22.05	22.10	Cm
8	Providing and laying 10mm down stone v					5:3 with		
	Wall	1	54.00	0.1	1	5.4	5.40	Sq m
9	112 mm thick 1 st cla including racking ou					rtar 1:4		

	Deduct							
	Door	3	1.20	0.75		2.70		
	Net Area	•				37.80	38.00	Sq m
10	Providing woodwo other similar work with CC or brick n CC in 1:2:4 with ty	s wrough nasonry v	nt, framed, wall incluc	and fixed ling MS h	in positi oldfast e	on in contact mbedded in		
	D1-(V)	6	2.10	0.08	0.15	0.15		
	(H)	3	1.05	0.08	0.15	0.04		
		То	otal			0.19	0.19	Cm
11	Providing, fitting, oxidised MS butt h			e wooden	panelled	door with		
	D1	3	0.95	1.95		5.56	5.60	Sq n
12	Providing fitting, h fabricated out of M per approved desig	I.S. black	k -tubes co	onforming				
	raftar	12	5.10			61.20		
	king post	6	1.50			9.00		
	tie	6	10.20			61.20		
	purlin	10	19.20			192.00		
	member	2x3	(1.5 +	1.2 + 0.9	+0.6)	27.60		
	runner	2	25.2			50.40		
						101 10		
						401.40		
	Total= 4	01.40 rm	x 3.14kg/	Rm =1260	).40 kg (		13.00	Qtls
13	Total= 4 Providing corrugat including fitting an and nuts of 8 mm o and	ted 1.20 nd fixing dia with l	mm thick t necessary bitumin wa	ransparen galvanise asher 25m	t fibre sh d J or L	say) leet roofing hooks, bolts 3mm thick		
13	Providing corrugat including fitting an and nuts of 8 mm	ted 1.20 i nd fixing	mm thick t necessary	ransparen galvanise	t fibre sh d J or L	say) leet roofing hooks, bolts	13.00	
13	Providing corrugat including fitting an and nuts of 8 mm and	ted 1.20 n nd fixing dia with 1 2 pard of si	mm thick to necessary bitumin wa 5.10 ze 200 x 2	ransparen galvanise asher 25m 19.20 20 mm wit	t fibre sh d J or L m dia x ( h first cl	say) leet roofing hooks, bolts 3mm thick 195.84		
	Providing corrugat including fitting ar and nuts of 8 mm of and Area Providing barge bo	ted 1.20 n nd fixing dia with 1 2 pard of si	mm thick to necessary bitumin wa 5.10 ze 200 x 2	ransparen galvanise asher 25m 19.20 20 mm wit	t fibre sh d J or L m dia x ( h first cl	say) leet roofing hooks, bolts 3mm thick 195.84		Sq n
	Providing corrugat including fitting ar and nuts of 8 mm of and Area Providing barge bo	ted 1.20 m nd fixing dia with 1 2 oard of si ixing nec thick trar ng necess	mm thick t necessary bitumin wa 5.10 ze 200 x 2 <u>eessary wo</u> 54.00 asparent fil sary galva	ransparen galvanise asher 25m 19.20 0 mm wit od screw o bre sheet r nised screw	t fibre sh d J or L 1 m dia x 1 h first cla etc. idging ir ws/wash	say) leet roofing hooks, bolts 3mm thick 195.84 ass timber acluding ersetc.	196.00	Sq m
14	Providing corrugat including fitting and and nuts of 8 mm of and Area Providing barge bo including fitting, f Providing 1.2mm of supplying and fixin complete as specifi	ted 1.20 m nd fixing dia with 1 2 oard of si ixing nec thick trar ng necess	mm thick t necessary bitumin wa 5.10 ze 200 x 2 <u>eessary wo</u> 54.00 asparent fil sary galva	ransparen galvanise asher 25m 19.20 0 mm wit od screw o bre sheet r nised screw	t fibre sh d J or L 1 m dia x 1 h first cla etc. idging ir ws/wash	say) leet roofing hooks, bolts 3mm thick 195.84 ass timber acluding ersetc.	196.00	Sq n
14	Providing corrugat including fitting an and nuts of 8 mm of and Area Providing barge bo including fitting, f Providing 1.2mm of supplying and fixin complete as specifilapping)	ted 1.20 m nd fixing dia with 1 2 oard of si ixing nec ixing necess ied and c ied and c	mm thick to necessary bitumin wa 5.10 ze 200 x 2 cessary wo 54.00 asparent fil sary galvas lirected (1	ransparen galvanise asher 25m 19.20 20 mm wit od screw of bre sheet r nised screv .20 mm th coat on br	t fibre sh d J or L 1 m dia x 1 h first cla etc. idging ir ws/wash hick- 150 ick/ cond	say) leet roofing hooks, bolts 3mm thick 195.84 ass timber acluding ersetc. 0 mm 19.20 crete wall	196.00	Sq m R. m
14	Providing corrugat including fitting and and nuts of 8 mm of and Area Providing barge boo including fitting, f Providing 1.2mm of supplying and fixing complete as specific lapping) length 15 mm thick ceme	ted 1.20 m nd fixing dia with 1 2 oard of si ixing nec ixing necess ied and c ied and c	mm thick to necessary bitumin wa 5.10 ze 200 x 2 cessary wo 54.00 asparent fil sary galvas lirected (1	ransparen galvanise asher 25m 19.20 20 mm wit od screw of bre sheet r nised screv .20 mm th coat on br	t fibre sh d J or L 1 m dia x 1 h first cla etc. idging ir ws/wash hick- 150 ick/ cond	say) leet roofing hooks, bolts 3mm thick 195.84 ass timber acluding ersetc. 0 mm 19.20 crete wall	196.00	Sq m R. m
14	Providing corrugat including fitting an and nuts of 8 mm of and Area Providing barge bo including fitting, f Providing 1.2mm of supplying and fixin complete as specific lapping) length 15 mm thick ceme finished even and	ted 1.20 m nd fixing dia with 1 2 bard of si ixing nec ixing necess thick tran ng necess ried and c ment plaster smooth in	mm thick to necessary bitumin wa 5.10 ze 200 x 2 zessary wo 54.00 asparent fil sary galvas lirected (1 nected (1 r in single	ransparen galvanise asher 25m 19.20 20 mm wit od screw of bre sheet r nised screv .20 mm th coat on br	t fibre sh d J or L m dia x h first cla etc. idging ir ws/wash nick- 150 ick/ cont plete in	say) eet roofing hooks, bolts 3mm thick 195.84 ass timber acluding ersetc. 0 mm 19.20 crete wall 1:4	196.00	Sq n R. m
14	Providing corrugat including fitting and and nuts of 8 mm of and Area Providing barge bo including fitting, f Providing 1.2mm to supplying and fixit complete as specific lapping) length 15 mm thick ceme finished even and to Wall	ted 1.20 m nd fixing dia with 1 2 oard of si ixing nec ixing nec thick trans ing necess ied and c ent plaster smooth in 2	mm thick to necessary bitumin wa 5.10 ze 200 x 2 ressary wo 54.00 asparent fil sary galvas lirected (1 r in single ncluding c 37.80	ransparen galvanise asher 25m 19.20 20 mm wit od screw of bre sheet r nised screv 20 mm th coat on br uring com	t fibre sh d J or L m dia x h first cla etc. idging ir ws/wash nick- 150 ick/ cont plete in	say) leet roofing hooks, bolts 3mm thick 195.84 ass timber acluding ersetc. 0 mm 19.20 crete wall 1:4 75.60	196.00	Sq n R. m
14	Providing corrugat including fitting an and nuts of 8 mm of and Area Providing barge bo including fitting, f Providing 1.2mm of supplying and fixin complete as specific lapping) length 15 mm thick ceme finished even and a Wall Chajja	ted 1.20 m nd fixing dia with 1 2 bard of si ixing nec ixing necess thick tran ng necess fied and c mt plaster smooth in 2 2 2	mm thick to necessary bitumin wa 5.10 ze 200 x 2 zessary wo 54.00 asparent fil sary galvaa lirected (1 r in single ncluding c 37.80 10.00	ransparen galvanise asher 25m 19.20 20 mm wit od screw of ore sheet r nised screw .20 mm th coat on br uring com 1 0.6	t fibre sh d J or L m dia x h first cla etc. idging ir ws/wash nick- 150 ick/ cont plete in	say) eet roofing hooks, bolts 3mm thick 195.84 ass timber acluding ersetc. 0 mm 19.20 crete wall 1:4 75.60 12	196.00	Sq n R. m
14	Providing corrugat including fitting an and nuts of 8 mm of and Area Providing barge bo including fitting, f Providing 1.2mm of supplying and fixin complete as specific lapping) length 15 mm thick ceme finished even and a Wall Chajja	ted 1.20 m nd fixing dia with 1 2 oard of si ixing nec ixing nec thick tran ng necess ied and c mt plaster smooth in 2 2 1 1 flooring	mm thick to necessary bitumin watch 5.10 ze 200 x 2 zessary wo 54.00 asparent fil sary galvat lirected (1 r in single ncluding c 37.80 10.00 54.00 in prop 1:2	ransparen galvanise asher 25m 19.20 20 mm wit od screw of ore sheet r nised screv .20 mm th coat on br uring com 1 0.6 0.6 2:4 finishe	t fibre sh d J or L 1 m dia x 1 h first cla etc. idging ir ws/wash nick- 150 ick/ cond plete in 1	say) leet roofing hooks, bolts 3mm thick 195.84 ass timber acluding ersetc. 0 mm 19.20 crete wall 1:4 75.60 12 32.40 120.00	196.00 54.00 19.20	Sq n R. m

18	Applying one coat o manufacture on new surface free from mo including preparing							
	Area					120.00	120	Sq m
19	Distempering with d manufacture (two co to give an even shad mortar dropings and surface even and sar	oats) an e, after other f	d of requir throughly foreign ma	red shade o brushing	on new v the surfa	wall surface ace free from	120	Sq m
20	Fitting, fixing MS gr Complete							
		1	54.00	2	17	1836	1836.00	Kg

## Part B. Approach Road

1	Earth work in filling of 3 km and compac							
		1.00	3.80	90.00	0.50	171.00	171.00	C m
2	Providing soling in f jhama bricks- brick f							
		1.00	3.00	90.00		270.00	270.00	Sq m

## Set of Drawings









#### **Chapter VII**

#### **Schedule of Price Bid**

From: (Full name and address of the Bidder):

To, The Director RFRI, Jorhat

Sir,

I/We offer a rate of Rs			(in words
	) including	all	applicable

taxes for Construction of Assam Type Orchid House with Approach Road at North East Coal Fields, Margherita as envisaged in the Bid document. I have thoroughly examined and understood all the terms and conditions as conditions as contained in the Bid document, and agree to abide by them.

Yours Faithfully,

Seal and Signature of Bidder

## **Chapter VIII**

## <u>Agreement/Contract Form</u> <u>TENDER ACCEPTANCE LETTER</u>

#### (To be given on Company Letter Head)

Date: .....

To,

Director Rain Forest Research Institute Jorhat, Assam

#### Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work:

Dear Sir,

1. I/ We have obtained the tender document(s) for the above mentioned 'Tender/Work' from Store Section, RFRI/ downloaded from the web site\_\_\_\_\_\_

as per your advertisement.

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that I/our Firm have/has not been blacklisted/ debarred / banned by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

#### Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure- I

#### Policy of Rain Forest Research Institute, Jorhat against the Corrupt and Fraudulent Practices

RFRI strictly adheres to its policy against corruption and requires that bidders and their agents, subagents, sub-contractors, suppliers, etc. shall not indulge in any kind of corrupt practices, fraudulent practices, collusive practices, coercive practices, obstructive practices or other kinds of corruption declared as crime sunder Indian law.

**A)** If bidder or their agents, subagents, sub-contractors, suppliers etc. are found, directly or indirectly, involved in such practices, bid or agreement and execution thereof at any stage may be rejected or cancelled as the case may be and besides it, RFRI may initiate legal actions including civil and criminal proceeding. For the purpose of this provision the terms are defined as follows:

(i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "Fraudulent Practices" is any action/ omission including a misrepresentation which knowingly or recklessly made to mislead another party to obtain financial or other benefit or to avoid an obligation;

(iii) "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the action sofa party;

(v) "Obstructive Practice" is deliberately destroying, falsifying, altering, or concealing of evidence material of the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing.

1. For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes RFRI staff and employees of other organizations taking or reviewing procurement decisions.

2. For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

3. For the purpose of this sub-paragraph, "party" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

4. For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

**B**) Besides actions under clause (A) RFRI may also take action to blacklist / ban such bidder either indefinitely or for a specified period.

\*\*\*\*\*\*\*