कार्यालय प्रबंध संचालक जिला लघु वनो.सह.यूनियन मर्या.रायगढ़(छ.ग.)

207762-220303, 224426, Fax- 07762-220303E-mail:: mdraigarh@yahoo. in

क्रमांक/ते.प./व्यय/2022/ **प्रति,**

810

रायगढ़/दिनांक- 28/02/2022

प्रबंध संचालक छ.ग.राज्य लघु वनोपज (व्यापार एवं विकास) सहकारी संघ मर्या.'वनधन भवन' सेक्टर-24 अटल नगर नवा रायपुर(छ.ग.)

विषयः- नवीन गोदाम निर्माण के PEB Tender हेतु पत्र प्रेषित करने बाबत् । संदर्भः- आपका पत्र क्र./भण्डारण/MFP-07/2022/2499 दिनांक 24-02-2022

उपरोक्त संदर्भित विषयान्तर्गत लेख है कि जिला यूनियन रायगढ़ के नवीन गोदाम निर्माण हेतु PEB Sturcture तैयार किये जाने बाबत् निविदा आमंत्रित की गई है । निविदा प्रपत्र मे संलग्नानुसार करके प्रतिस्थापित किये जाने बाबत् प्रारुप संलग्न है । कृपया उक्त पत्र को संघ के वेबसाईट मे आज ही अपलोड करने का कष्ट करें ।

प्रबंध संचालक जिला वनोपज सहकारी यूनियन मर्यादित रायगढ़(छ.ग.)

पृ.क्रमांक/जि.यू./2022/ 811 प्रतिलिपि - रायगढ़/दिनांक-28/02/2022

मुख्य वनसंरक्षक एवं पदेन मुख्य महाप्रबंधक बिलासपुर वृत्त बिलासपुर की ओर सूचन्मर्थ एवं आवश्यक कार्यवाही हेतु अग्रेषित ।

> प्रबंध संचालक जिला वनोपज सहकारी यूचियन मर्यादित रायगढ़(छ.ग.)

E:\HP_R Files\T.P. File\2022\Tender File\letter.doc

Amended as on 23/02/2022 Price Rs 5000/-

Form no.____



Managing Director

District Minor Forest Produce Co-operative Union Limited

Raigarh Forest Division

<u>Procurement including Designing, Fabrication and Commissioning, of PEB</u> and Profile Galvalume or Galvalume colour coated steel sheets for proposed Godowns

Tender form

FORM

Name of the tenderer/ firm

Full address.....

Mobile number.....

This form consists of pages from serial i-ii and 1 to 46 "This tender form is non transferable".

Managing Director

i

District Minor Forest Produce Co-operative Union Limited Raigarh

Seal

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Bid Data Sheet

Date:

Lumpsumbid for the following works are invited from eligible vendor/bidders and firms of repute fulfilling tender conditions:

| Tender No. | |
|---|---|
| Name of Work | Procurement including Designing, Fabrication and Commissioning, of PEB and ProfileGalvalume or Galvalumecolour coated steel sheets for proposed Godowns. |
| Estimated Cost of one godown | Rs. 65,00,000 (Inclusive of all taxes) |
| Completion Period | 03(three) Months |
| Earnest Money Deposit | Rs 1,95,000/-By Demand Draft in Favour of "Managing Director District Minor Forest Produce Co-Operative Union Limited Forest Division Raigarh "Payable at Raigarh. |
| Cost of Tender Document | Rs.5000/-* By demand Draft in Favour of "Managing Director District Minor Forest Produce Co-Operative Union Limited Forest Division Raigarh" Payable at Raigarh |
| Date of sale of tender | 01-03-2022 to 03-03-2022 Between 11.00 hrs to 16.00 hrs on all working Days |
| Date & time of submission of tender | 03-03-2022 up to 15 hrs. |
| Date & time of opening of technical bid. | 03-03-2022 up to 16 hrs |
| Experience with respect to similar nature of work executed during previous 36 months from the tender opening date | a) One similar work costing not less than, 100% of the total estimated cost of the project; Or b) Two similar works costing not less than, 75% of the total estimated cost of the project; Or c) Three similar works costing not less than, 50% of the total estimated cost of the project. |

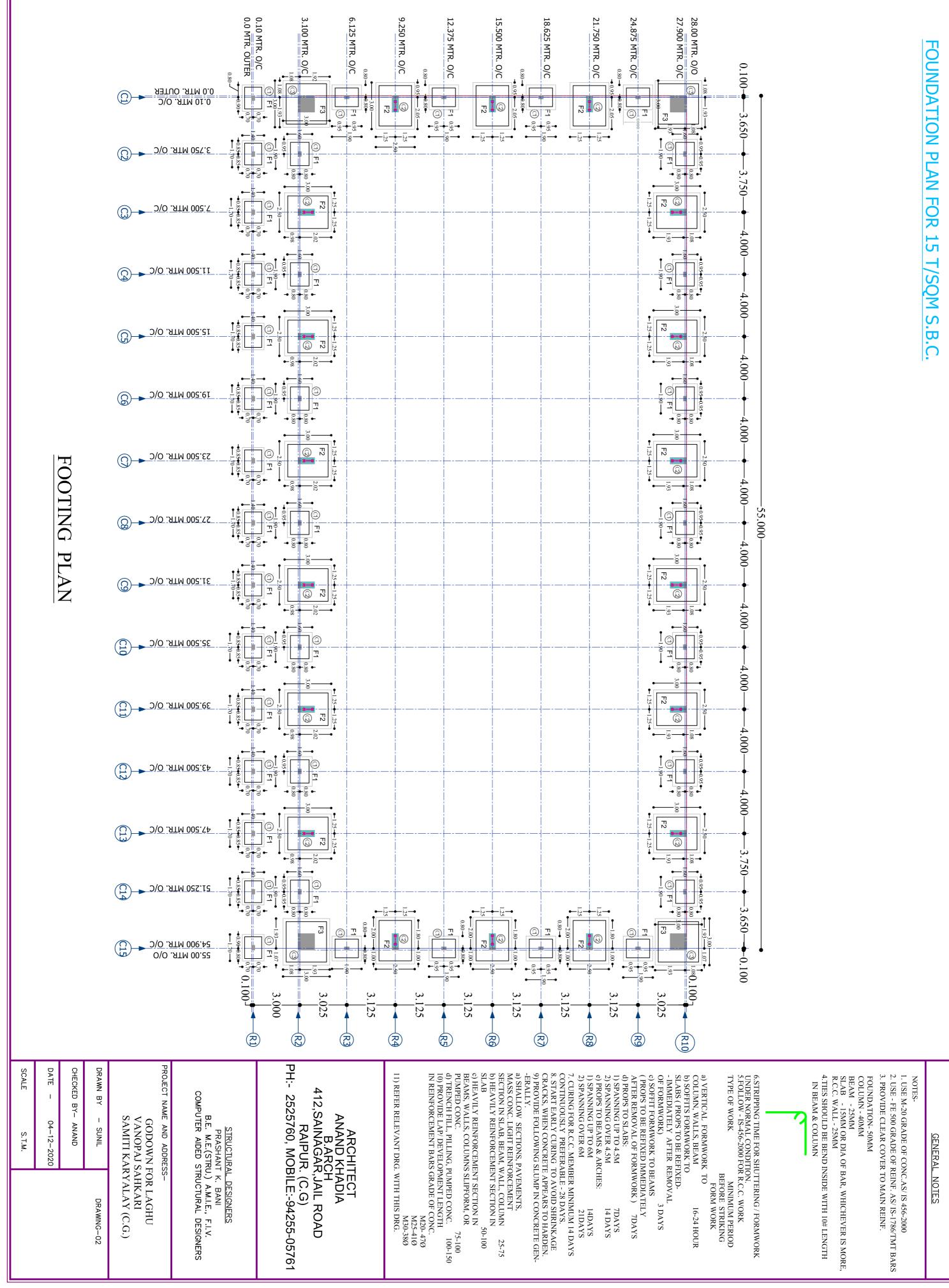
Section II

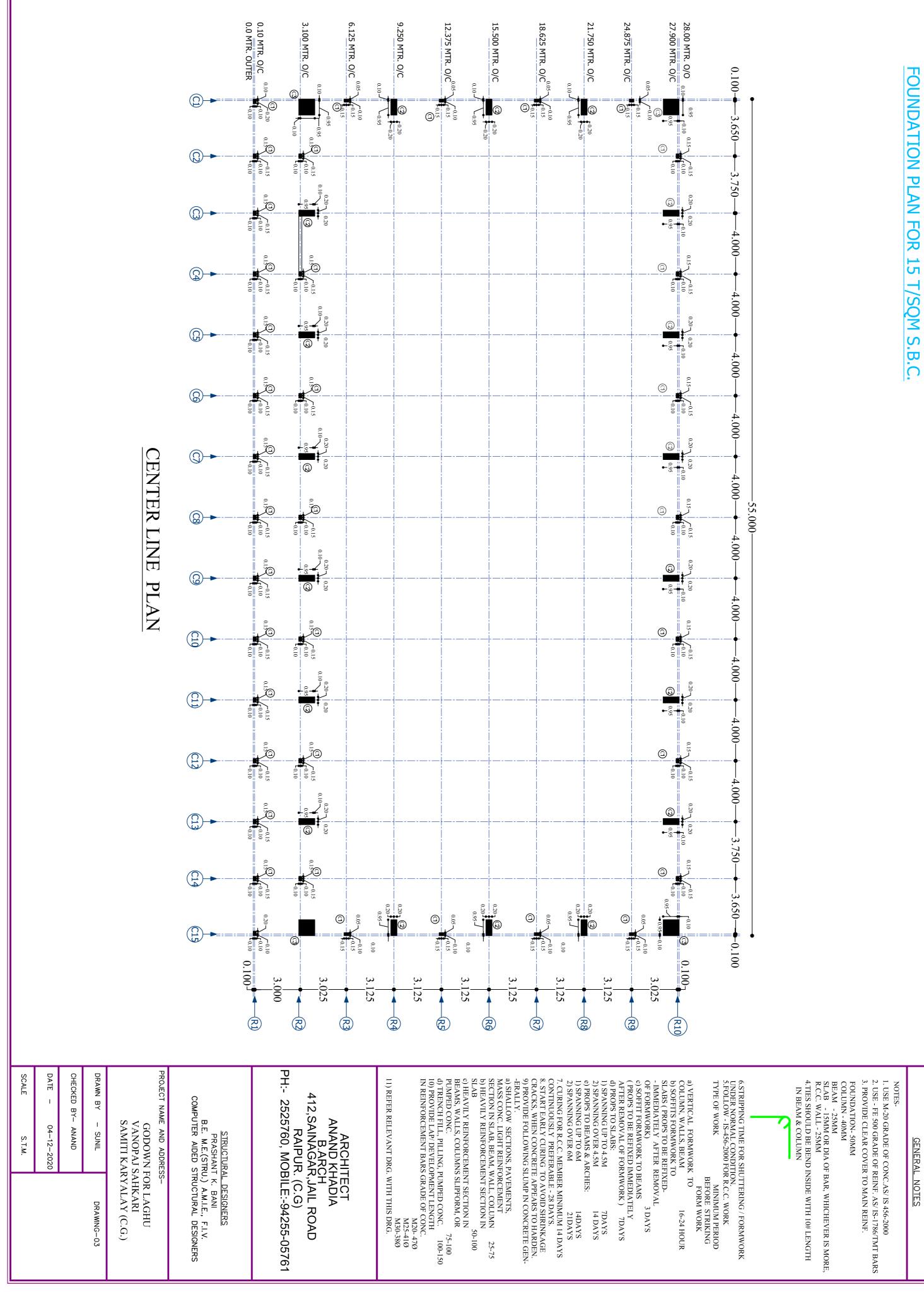
SCOPE OF WORK, DRAWINGS AND SPECIFICATIONS

1. Scope of Work

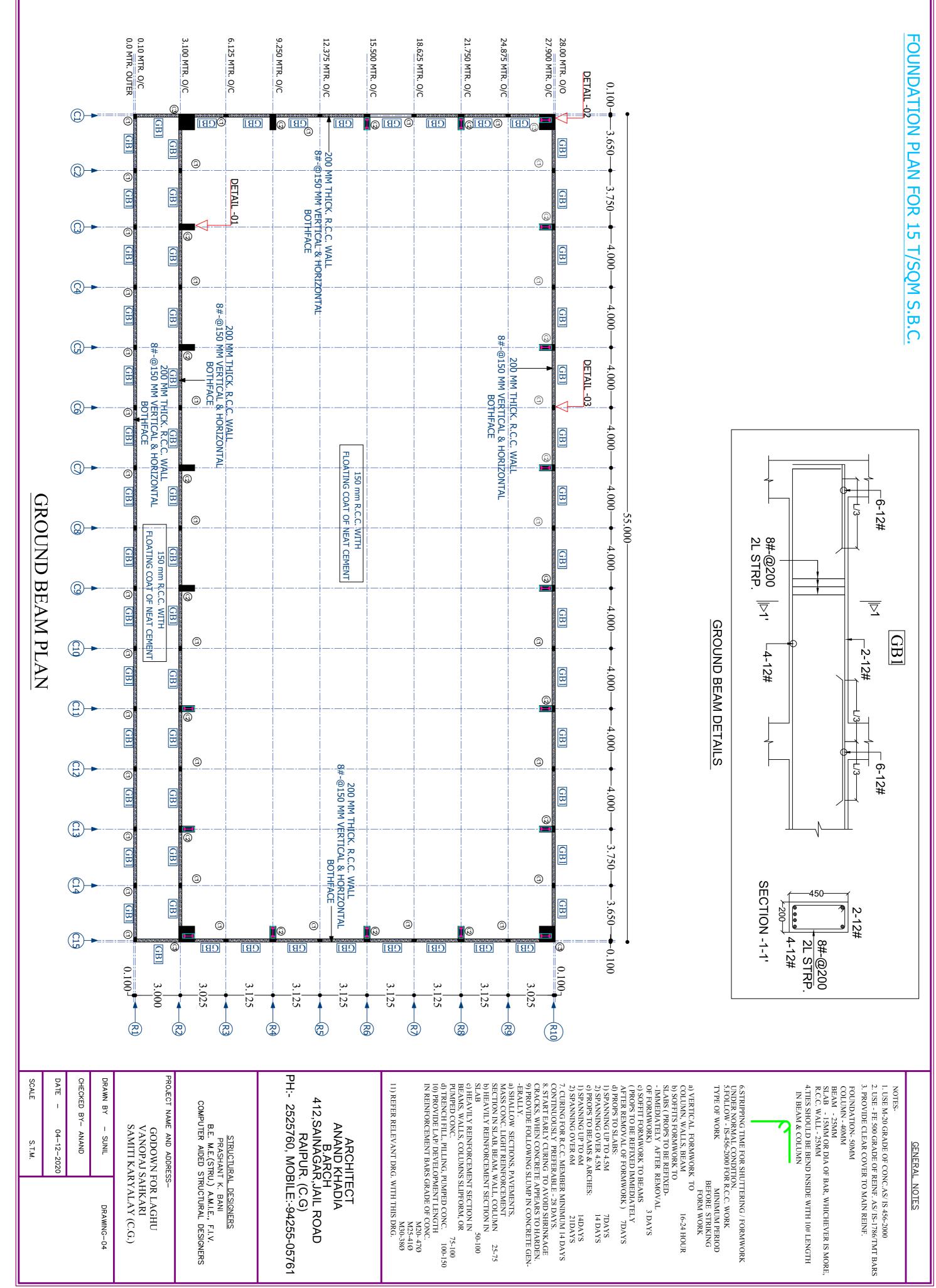
- 1.1 The scope of work includes Design, Proof Check, Vetting and Approval by any NIT/IIT Institution, Manufacturingand testing of Materials by Approved Agency, Transportation of Approved Material and Installation of PEB as per attached **Annexure A**. The cost of Proof Check, Vetting, and Approval by any NIT/IIT Institution shall be included in the cost quoted in the bid.
- 1.2 Since it is lump sum procurement the manufacturer is expected to quote the bid considering all the designs, drawings specifications and other conditions of contract mentioned in the bid document. In case of discrepancies the decision of MD,DU/ Engineer-in-charge shall be final & binding and nothing extra shall be payable in this account.
- 1.3 The water and power for construction and all other incidentals for the Installation of work shall be arranged by the contractor and nothing extra shall be paid on this account.
- 1.4 There will be Defect Liability Period of One (01 Year after issuance of completion certificate. 50% of Performance Guarantee/Bank Guarantee as the case may be, released after successful completion of project and 50% Performance Guarantee/Bank Guarantee as the case may be, will be released after Defect Liability Period i.e. One (01) Years. The defect should be rectified within one (01) month of the period it has been noticed.
- 1.5 Drawings of Foundation Plan,Lay-out PlanPosition Of Column,Column and Footing Details,Ground Beam With Details,Ground Floor Working Plan With Details,Lintel Beam Plan With Details,Front and Side Elevation, Typical Main Section, Typical Nos. Of Section andSky Light and Ridge Vent Plan is annexed as DWG-1 to DWG-11 respectively.

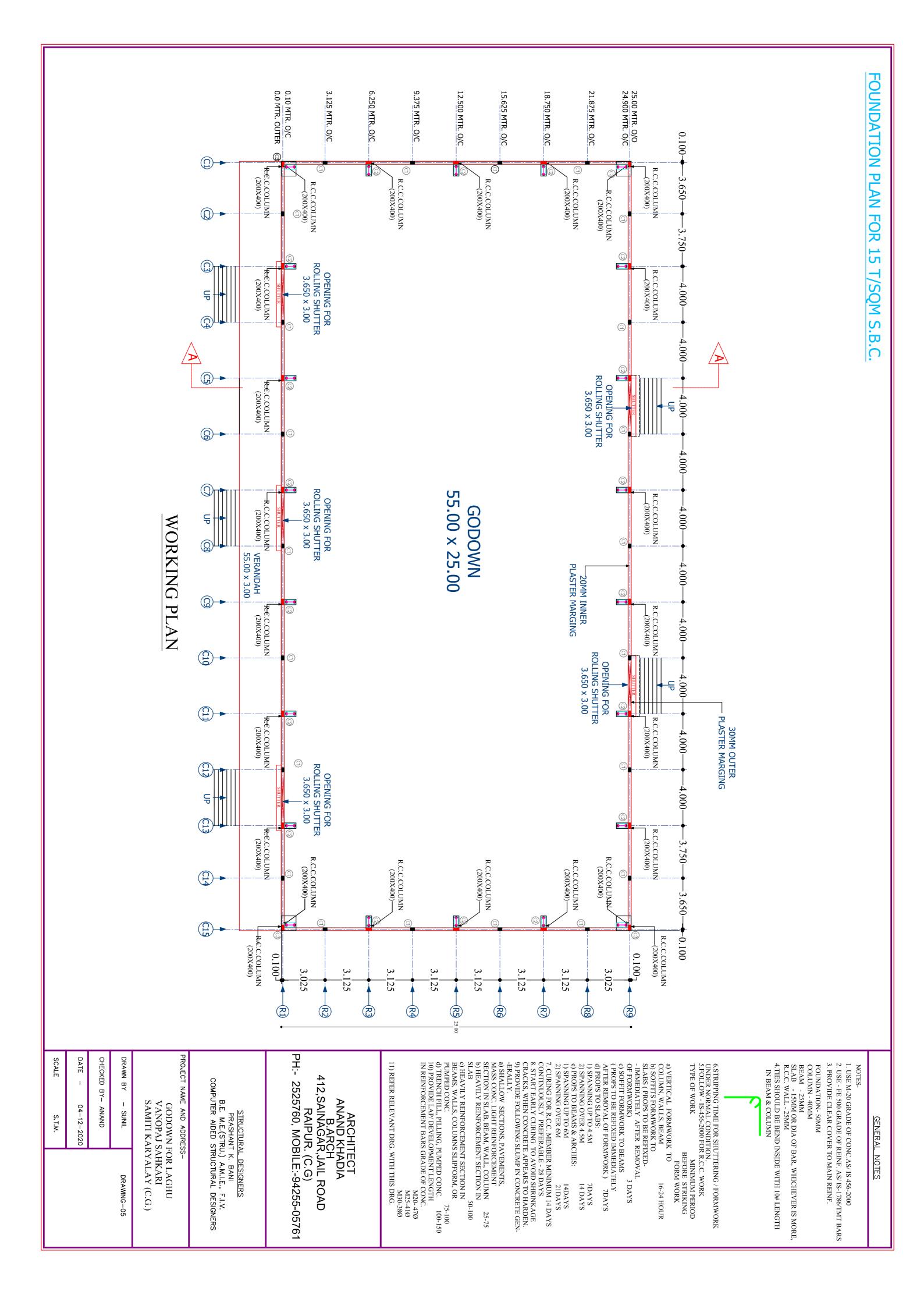
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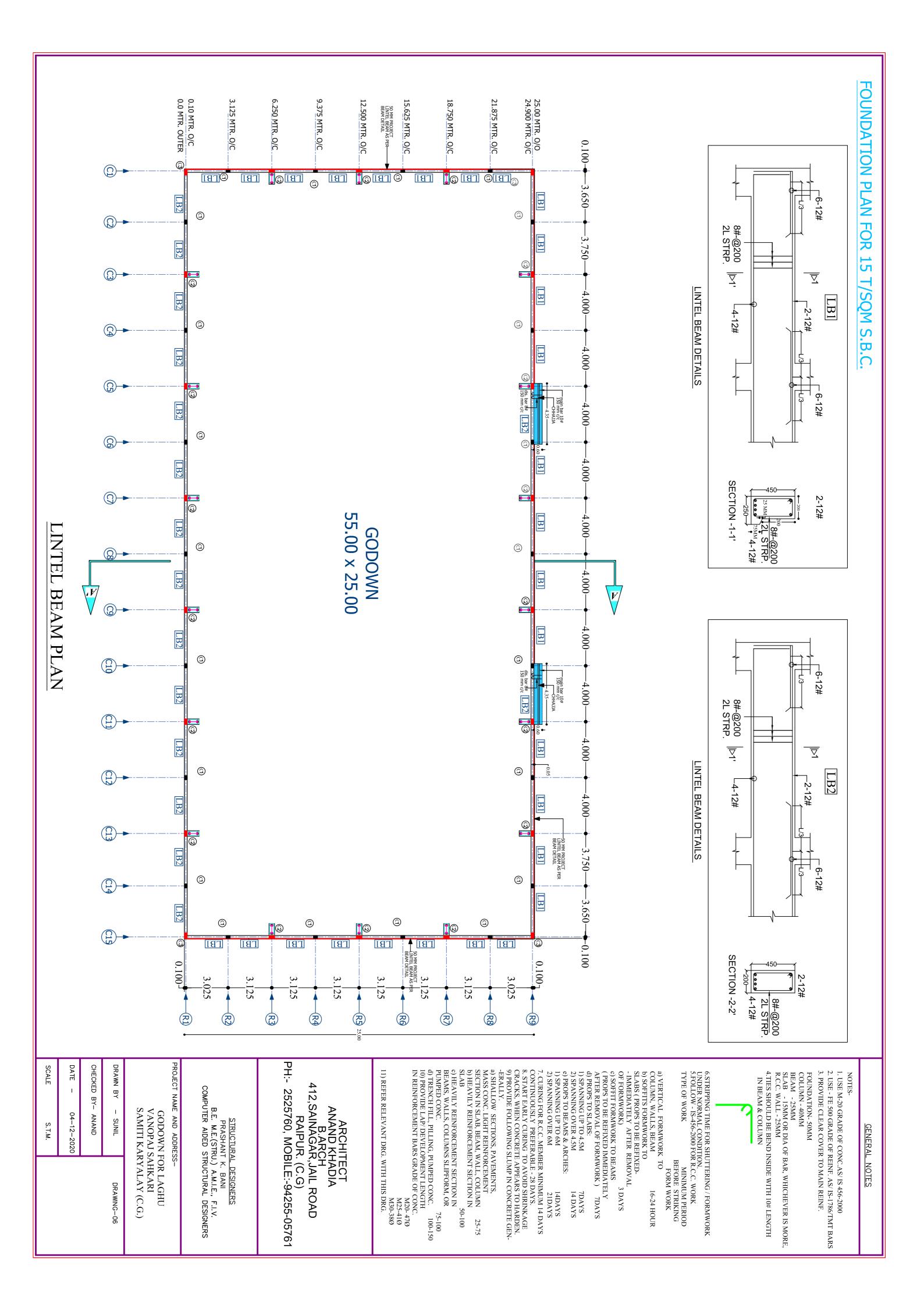


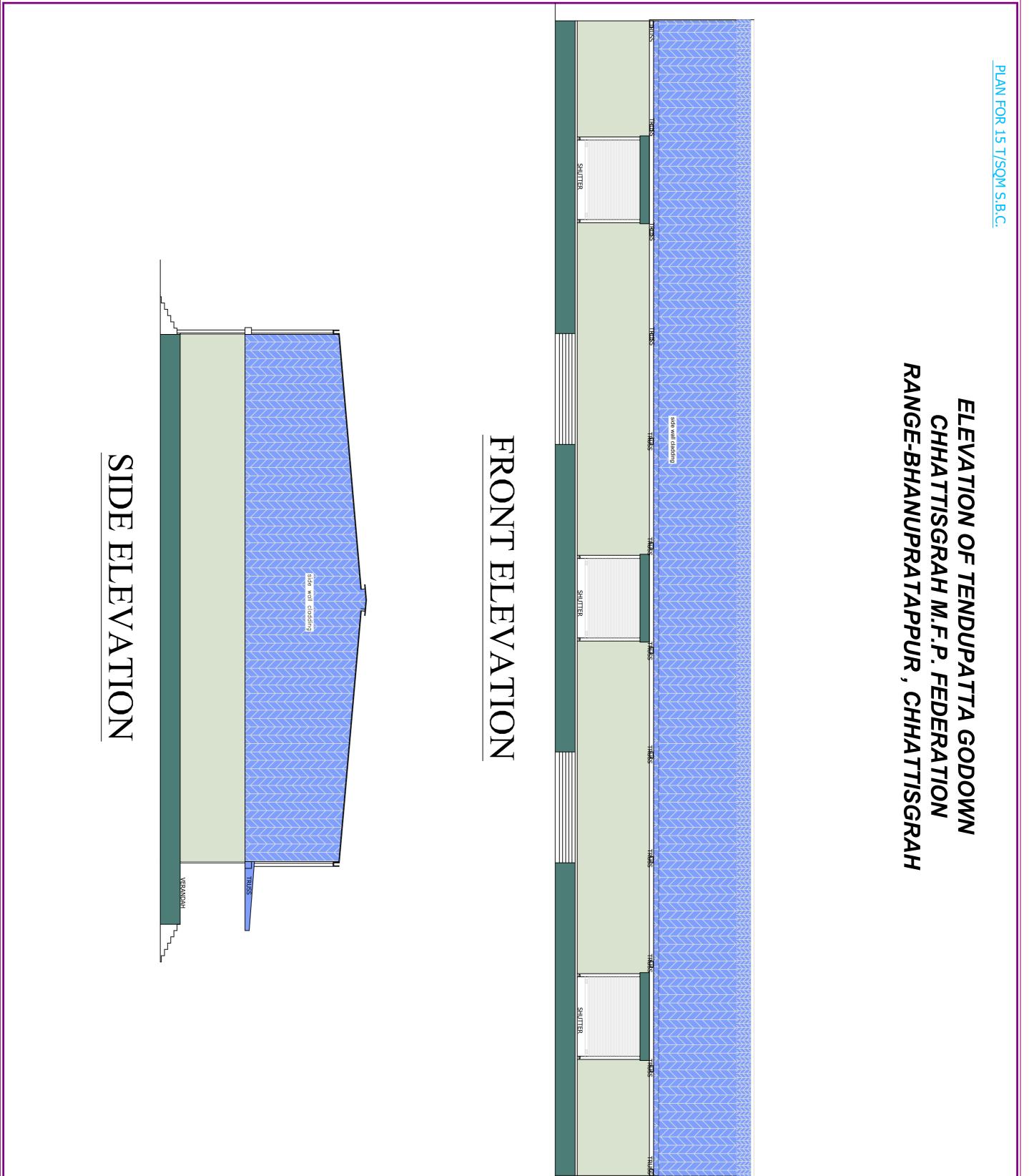


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NOTES-

GENERAL NOTES

FOUNDATION- 50MM COLUMN - 40MM

PROJECT NAME AND ADDRESS-

GODOWN FOR LAGHU VANOPAJ SAHKARI SAMITI KARYALAY (C.G.)

STRUCTURAL DESIGNERS PRASHANT K. BANI B.E. M.E.(STRU.) A.M.I.E., F.I.V. COMPUTER AIDED STRUCTURAL DESIGNERS

SCALE

S.T.M.

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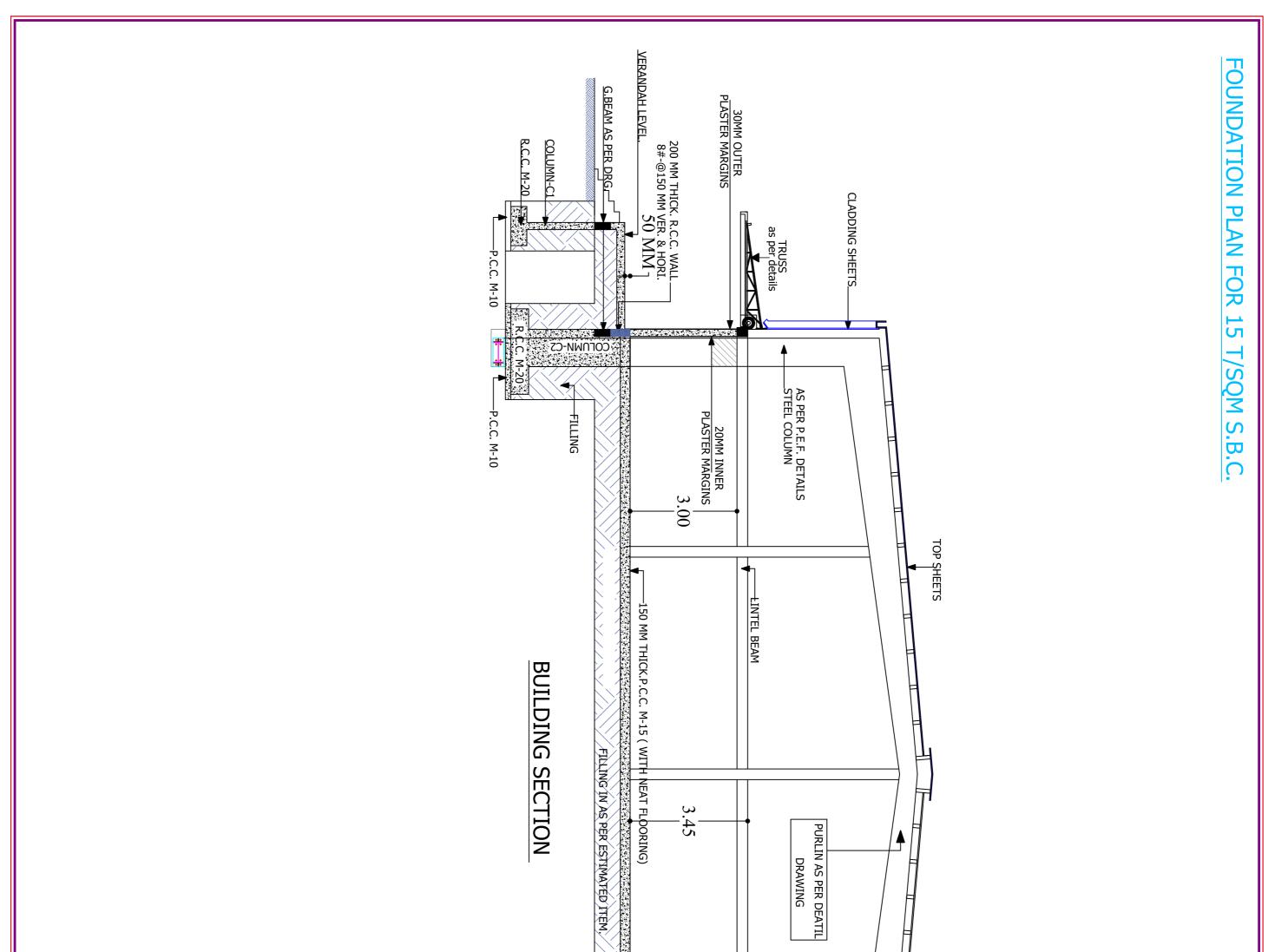
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PH:-ARCHITECT ANAND KHADIA B.ARCH 412,SAINAGAR,JAIL ROAD RAIPUR. (C.G) H:- 2525760, MOBILE:-94255-05761

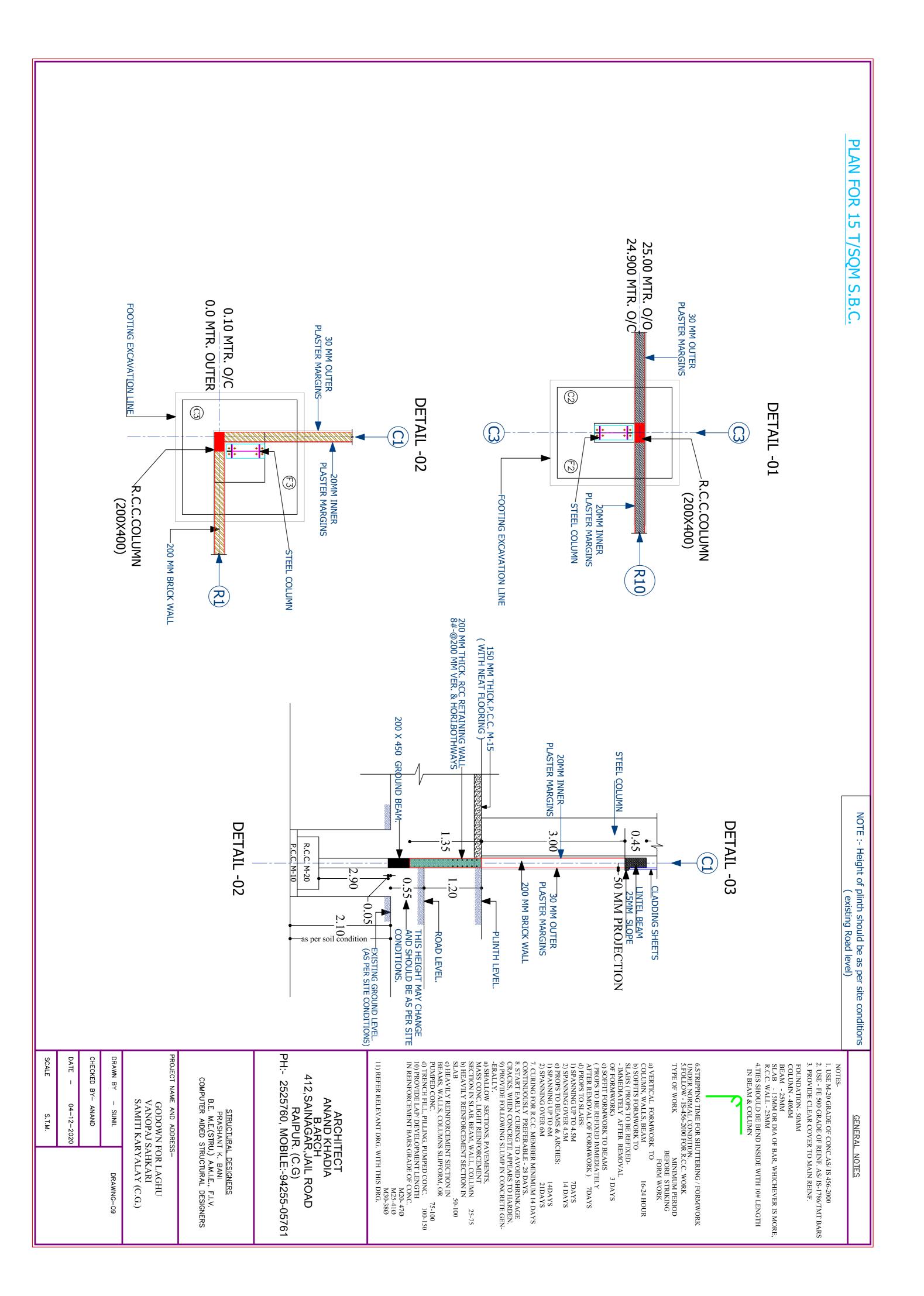
a) SHALLOW SECTIONS, PAVEMENTS, MASS CONC. LIGHT REINFORCEMENT SECTION IN SLAB, BEAM, WALL, COLUMN 25-75
b) HEAVILY REINFORCEMENT SECTION IN SLAB 50-100
c) HEAVILY REINFORCEMENT SECTION IN BEAMS, WALLS, COLUMNS SLIPFORM, OR PUMPED CONC. 75-100
d) TRENCH FILL, PILLING, PUMPED CONC. 100-150
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11) REFER RELEVANT DRG. WITH THIS DRG.

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7. CURING FOR R.C.C. MEMBER MINIMUM 14 DAYS CONTINUOUSLY PREFERABLE - 28 DAYS. 8. START EARLY CURING TO AVOID SHRINKAGE CRACKS, WHEN CONCRETE APPEARS TO HARDEN. 9) PROVIDE FOLLOWING SLUMP IN CONCRETE GEN--ERALLY.



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| ç | DATE – 04–12–2020 SCALF STM | CHECKED BY- ANAND | DRAWN BY - SUNIL DRAWING-10 | PROJECT NAME AND ADDRESS- GODOWN FOR LAGHU VANOPAJ SAHKARI SAMITI KARYALAY (C.G.) | <u>STRUCTURAL DESIGNERS</u> PRASHANT K. BANI B.E. M.E.(STRU.) A.M.I.E., F.I.V. COMPUTER AIDED STRUCTURAL DESIGNERS | SENERAL NOTES NOTES 1. USE M-20 GRADE OF CONC. AS IS 456-2000 2. USE - FE SOU GRADE OF CONC. AS IS 456-2000 2. USE - FE SOU GRADE OF CONC. AS IS 4-56-2000 2. USE - FE SOU GRADE OF CONC. AS IS 4-56-2000 2. USE - FE SOU GRADE OF REINE, AS IS 1-786/TMT BARS 3. PROVIDE CLEAR COVER TO MAIN REINE. FOUNDATION - SOMM COLUMN - 40MM BEAM - 22MM 4. THES SHOULD BE BEND INSIDE WITH 10# LENGTH IN BEAM - 22MM 4. THES SHOULD BE BEND INSIDE WITH 10# LENGTH IN BEAM - 22MM 4. THES SHOULD BE BEND INSIDE WITH 10# LENGTH IN BEAM - 22MM 4. THES SHOULD BE BEND INSIDE WITH 10# LENGTH IN BEAM - 22MM 4. THES SHOULD BE BEND INSIDE WITH 10# LENGTH IN BEAM - 22MM 4. THES SHOULD BE BEND INSIDE WITH 10# LENGTH IN BEAM - 22MM 4. THES SHOULD BE BEND INSIDE WITH 10# LENGTH IN BEAM - 22MM 4. THES SHOULD BE BEND IN BEAM - 22MM 5. STARL SALE OF FORKWORK TO 1. SPANNING UP TO 4.4M 2. SPANNING UP TO 4.5M 2. SPANNING UP TO 4.5M 3. JAB 2. SPANNING UP TO 4.5M 3. JAB 2. SPANNING UP TO 4.5M 3. JAB 2. SPANNING UP TO 4.5M 3. JAB 3. JALLOW SECTIONS, PAVEMENTS 3. JAB 3. JALLOW SECTIONS, PAVEMENTS 3. JALLOW SECTIONS, PAVEMENTS 3. JAB 3. JALLOW SECTIONS SLUMP IN CONCRETE GEN- 4. JAB 3. JALLOW SECTIONS SLUMP IN CONCRETE GEN- 4 | |

Section III

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF CONTRACT

2. Background:-

- 2.1 This tender is invited for Procurement including Designing, Fabrication and Commissioning of PEB and Profile Galvalume or Galvalume colour coated steelSheetsfor proposed Godowns in **Raigarh** under construction godown under **Raigarh** Forest Division.
- 2.2 The tender will be accepted subject to the terms and conditions mentioned in this tender form.

3. Earnest MoneyDeposit (EMD):-

- 3.1 Demand draft of the amount shown as EMD to each tenderer, payable at State Bank of India/Other nationalized Banks of **1,95,000/-** in the name of Managing Director, District Minor Forest Produce Co-operative Federation Limited **Raigarh**, need to deposit.
- 3.2 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), of Rs. **1,95,000**/-Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 3.3 EMD of bidders whose bids are not accepted will be returned within 30 working days of the decision on the bid. No interest will be paid on the EMD amount.
- 3.4 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement (Draft supplier's agreement is annexed as **Annexure H**)after furnishing the required Performance Security.
- 3.5 Failure to sign the contract by the selected bidder, within the specified period, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

4. Qualification Criteria:-

4.1 Technical eligibility

- 4.1.1
- i. The tenderer should have a registered company/ Legal entity/ Society.
- ii.The tenderer must have at least three years of work experience related to manufacturing/authorized dealer/supplier of Pre Engineering Building.
- 4.1.2 Technical Experience of having successfully completed similar works during last 3years ending last days of month, previous to the one in which application are invited, should be either of the following:
- a) One similar workcosting not less than, 100% of the total estimated cost of the project;

Or

b) Two similar works costing not less than, 75% of the total estimated cost of the project;

Or

c) Three similar works costing not less than, 50% of the total estimated cost of the project.

(Note: Details regarding the similar works to be attached as per Performa mentioned in Annexure D.)

4.2 The vendor should have its own PEB manufacturing facility/Plant/authorized dealer/supplieror should be an authorized and the vendor has to submit the valid documents (firm registration copy) in support of the same.

4.3 Financial eligibility

- 4.3.1 The tenderer shall have an average turnover of minimum Rs. 2.60 Lac (4 times of the estimated project cost)in the last three financial years as per Annexure F. For the purpose of this clause joint ventures (JV) will not be considered.
- 4.3.2 Tenderer is required to submit Audited balance sheet of last 3 year duly certified by CA.

4.4 Other Essential Qualifications:

4.4.1- Only tenders of firms registered under Goods and Services Act, 2017 will be accepted. For this, GST Certificate shall be attached.

5. Cost of tender form, method of receipt of tender and documents to be attached:

- **5.1** The value of the tender form is 5000/-payable through demand draft in the name of Managing Director District Minor Forest Produce Co-operative Federation Limited **Raigarh**. The DD shall be submitted along with the tender form to be enclosed in envelope no.1 along with other records. Tender form can either be obtained from the office of Managing Director District Minor Forest Produce Co-operative Federation Limited or can be downloaded from the website **www.cgmfpfed.org**.
- 5.2 Tender will be submitted by 3 PM on the date as mentioned in NIT and Technical Bid will be opened on the same day at 4 PM in the presence of the tenderer / his representative by the undersigned or the officer appointed by him.
- 5.3 Tender will be received by Registered Post (A.D.) Speed Post or authorized courier in P&T Department or can be deposited in the prescribed Tender Box kept in the Divisional Office within the stipulated time.
- 5.4 Tenders sent by post or courier received within the stipulated time willonlybeconsidered. The department will not be responsible for any postal delay. Tenders received after the due date shall not be accepted under any circumstances.
- 5.5 The tenderer shall submit Affidavit to declare the correctness of the information furnished by the tenderer (duly notarized) as per **Annexure-E**

5.6 **Technical Bid submission**

Tender will be submitted in two envelopes. In the first envelope in block letters "ENVELOPE NO– 1, will be written.Following documents must be attached inside this envelope:

- 1. Affidavit as per Annexure E
- 2. Planning of PEB drawing design and specification, testing &commissioning..
- 3. GST Certificate.
- 4. Certificate of incorporation of the company/ partnership deed of partnership firm/any other document of registration of the firm/individual.
- 5. Certificate of authorized manufacturer/authorized dealer/supplier.
- 6. Self attested copy of either design of PEB (duly approved by NIT/IIT) or undertaking to submit approval of the same.
- 7. Tender document fee of Rs 5000/-in form of DD/FDR.
- 8. Audited Balance sheet of last 3 years i.e 2017-18, 2018-19 and 2019-20
- 9. Details regarding the similar works to be attached as per Annexure D
- 10. Earnest Money Deposit of Rs. 1,95,000/- in form of DD

(Note: Details regarding the similar works to be attached as per Performa mentioned in Annexure D.)

5.7 **Financial Bid submission**

- 1. This envelope shall contain the financial bid in prescribed format **Annexure Cand** it shallinvariably be submitted in a separate envelope on due date as mentioned in NIT.
- 2. It is mandatory to have the name and signature of the tenderer in all pages of the tender form from 01 to 46 pages. The tender is liable to be rejected if any page is not signed.
- 5.8 Any tender received after the stipulated date and time will not be opened and will be returned.
- 5.9 After due verification of the EMD & other documents the financial bids (Envelope-2) of only those tenderer whose EMD is in appropriate mode/amountand afterevaluation of technical bid as per thecondition 5.6 of tender document.
- 5.10 All over writings should be neatly scored out and rewritten and corrections should be duly attested prior to the submission of the tender.
- 5.11 If there is any difference between the amount in words and figures written in the tender forms by the contractor the lesser amount will be treated as valid. If the contractor is not ready to accept the amount to fix in the above manner and declines to do the work, earnest money deposit of the contractor shall be forfeited.
- 5.12 Each tenderer shall supply the name, residence and place or business of the person or persons giving the tender and shall be signed by the tenderer with his usual signature (as per **Annexure B**). When tender is given by partnerships the full names of all partners shall be furnished. An attested copy of the constitution of the firm and the registration number of the firm shall be furnished. In such a case the tender must be signed separately by each partner thereof or in the event of the absence of any partner it must signed on his behalf by a person holding a power of attorney authorising him to be so. Tenders by a corporation shall be signed with the legal name of the corporation followed by the name of the stage

of incorporation and by signature and by designation of the president, secretary or other persons authorised to bind it in the matter.

6. Supply Material & Fitting Details:

- 6.1 For all the materials to be supplied, the successful tenderer will have to work according to the approved design and parameter and the criteria shown in Annexure "A" and it will be the duty of the successful tenderer to make the PEB on the basis of actual measurement as per site condition of the go downs under construction and also will do their fitting and testing after construction and will bring them in position which will be inspected by the Managing Director, District Minor Forest Produce Co-operative Federation Limited **Raigarh** or officer appointed by him for this purpose, at the construction site.
- 6.2 It will be mandatory for the successful tenderer to supply all the materials and fittings of the godown construction at site within the stipulated period (three month)as shown in the work order . In the event of non-supply of materials within the stipulated period, the work will be done from other suppliers and if the cost of such work is more than the tender rates, then it can be recovered from the Performance Guarantee of the successful tenderer for which the tenderer himself will be responsible. As well as if the amount of excess expenditure is more than the amount of his deposit, then the remaining amount can be recovered from the tenderer as land revenue as per rules, and the name will be registered in the blacklist for 01 year.
- 6.3 It will be mandatory to give material rate and GST rates separately. as per Annexure C
- 6.4 All taxes, cess, royalty on the cost of the material will be borne by the tenderer and also all the handling charges on loading/unloading and stacking etc will have to be borne by the tenderer.
- 6.5 The entire quantity of the material for which the order will be issued, its full quantity will have to be supplied and fitted.Managing Director, District Minor Forest Produce Co-operative Federation Limited **Raigarh** has full right to get full or part of the fulfilment done or cancel it at any time without assigning any reason.

7. **Opening of Tenders:**

- 7.1 Tenders received on or before the stipulated date and time will be opened in front of the tenderers or their authorized representatives present on the date/time fixed for opening the tender.
- 7.2 Envelope number-1 containing the EMD will be opened first and after having all the records shown in clause 5.7 and after the acceptance of the PEB design submitted by the tenderer, the envelope 2 will be opened.
- 7.3 The envelope2 (Annexure C)containing tender rates of the tenderers will be opened in front of the present tenderers /representatives and after making a comparison sheet of the rates received, the signatures of the tenderers/representatives present will be obtained.

8. Workafteropeningoftenders:

8.1 The tenderer whose rates are lowest among the tenderers selected will be accepted.

- 8.2 The rates thus accepted will be applicable for a period of six months from the date of acceptance.
- 8.3 While filling the rates of tender by the tenderer, the rates shall be filled as per the **Annexure-C**.
- 8.4 The rates of the successful tenderer will be approved as per the conditions mentioned above andWork order will be issued.
- 8.5 If the material is not found to be of standard quality after verification, the supplier will have to lift the material at his own cost. The Managing Director, District Minor Forest Produce Co-operative Union Limited **Raigarh** will not be responsible for the expenditure incurred in this and the equipment of standard quality will have to be used and only after this payment can be made.

8.6 PAYMENT TERMS

| Description | Amount |
|--|-------------------|
| Mobilization Advance against Bank Guarantee | 10% of total cost |
| After Receive of Structural Material | 50% of total cost |
| After Receive of Sheeting Material | 10% of total cost |
| After Installation at site | 25% of total cost |
| After release of Completion Certificate by authorized signatory | 5% of total cost |

8.7, 8.8.Material Testing Certificate (MTC) of the material brought to site shall be duly tested at the manufacturing facility and the MTC shall be provided along with supply of material.

NOTE:-1Mobilization advance will be released after receive of bank Guarantee in favour of M.D. Jila Union LaghuVanopaj.

NOTE:-2 Payment on the supplier of material shall only be made only if the material is supplied along with MTC.

NOTE:-3Random sample of the supply of material shall be taken and send to reputed NABL Lab for testing. Full payment against the supply of all material at site it supposed to be made only after the material passes the test. However 75% of the payment due against supply of materials shall be made if the MTC is as per specification, pending the submission of test report.

NOTE:-3 the additional cost of material required for sample testing will be borne by the supplier and shall be included in the quote submitted.

NOTE:-4If either the material supplied at site or the workmanship is not as per standards and the supplier dose not rectify the same within one month of notice it will be considered as breach of contract and action as suitable, will be taken. The decision of Managing Director, District Minor Forest Produce Co-operative Federation Limited, **Raigarh** will be final.

8.9 If required, the right of negotiation on the rates received will be with the concerned Managing Director, District Minor Forest Produce Co-operative

Federation Limited, **Raigarh**. This negotiation will be done with the lowest rate tenderer, as per rule.

8.10 Before issuance of supply order to successful tenderer and within 01 week after approval of tender rate the agreement will have to be executed on the stamp paper ofRs.100/- for which the format is attached (**Annexure H**). In the event of non-execution of the agreement within the stipulated period, the accepted tender will be cancelled as well as the EMD amount of the tenderer will be forfeited in favour of the Managing Director, District Union and tenderer will be blacklisted for a period of 01 year.

9. Tender Period:

The period fixed for the design, supply and installation will be for three month and which can be extended once by the Managing Director, District Union. The supplier will have to deliver it to all the designated places and in case of non-supply of the material within the prescribed period, action will be taken as per the condition number-8.2.

10. Compensation for delay:

If the work is not completed within the stipulated period of three months and the extended time (if any), the supplier will be liable to pay 0.5% of the project cost per week as compensation of delay. At any cost compensation cannot be more than 2% of the cost.

11. **Right of Cancellation:**

The Managing Director, District Forest minor Produce Co-operative Federation Limited, **Raigarh** will have the right to cancel any part or whole of the tender without assigning any reason.

12. FRAUD AND CORRUPT PRACTICES

- The Bidders and their respective officers, employees, agents and advisers shall 12.1 observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the supplier Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the supplier Agreement, the Authority may reject a Bid, withdraw the LOA, or the Authority may terminate the supplier Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Operator, as the case may be, if it determines that the Bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the supplier Agreement, or otherwise.
- 12.2 Without prejudice to the rights of the Authority under Clause 12.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the SUPPLIER Agreement, or otherwise if a Bidder or Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent,

engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the supplier Agreement, such Bidder or Operator shall not be eligible to participate in any tender or tender document issued by the Authority during a period of 2 (two) years from the date such Bidder or Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

- 12.3 For the purposes of this Clause 12, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the supplier Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the supplier Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the supplier Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d) "unfair practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

<u>ANNEXURE – A</u> <u>STANDARD MATERIAL SPECIFICATIONS</u>

A. <u>PREFABRICATED STEEL BUILDING</u>

- Build up Area 55.0mts.x 25.0 mts = 1375.00 sqm.
- Canopy Area 55.0 mts.x 3.3 mts = 181.5 sqm. (At +3.0 mts. Level from plinth level)
- Providing, Supplying, Designing and Erection of PREFABRICATED STEEL BUILDING HSN CODE 9406 in site.
- THE BUILDING WILL BE MANUFACTURED IN ACCORDANCE WITH THE FOLLOWING CODES:-
- IS 800-2007
- AWS D1.1Structural Welding Code.
- MBMA Manual for Fabrication Tolerances.

B. PRODUCT SPECIFICATIONS :-

1. PRIMARY MEMBERS:-

Primary structure framing shall include the transverse rigid frames, lean-to-rafters and columns, canopyrafters, interior columns (beam and column frames) bearing frame rafters and corner columns and end wall wind column.

2. SECONDARY MEMBERS:-

Secondary structural framing shall include the purlins, girts eave struts, wind bracing, flange bracing, base angles, clips and other miscellaneous structure parts.

3. PAINT OF STRUCTURAL MEMBERS:-

All structural members shall be cleaned by wire brushing to remove dirt, grease, oil and loose mill scale and given one shop coat of red oxide, air drying, phenol modified alkyd resin primer. Two coat of synthetic enamel paint. (Total 75 DFT). Colour-Mouse grey RAL7005 or equivalent.

4. CONNECTIONS:-

- All field connections shall be bolted (Unless otherwise noted).
- Primary bolted connections shall be furnished with high strength bolts conforming to the physical specifications of ASTM A325 (or equivalent).
- Secondary bolted connections shall be furnished with machine bolts conform to the physical specifications of ASTM A307 (or equivalent)

5. PHYSICAL SPECIFICATIONS OF STRUCTURAL MEMBERS:-

• Member fabricated from plate or bar stock shall have flanges and webs jointed on one side of the web by a continuous welding process using SAW welding and will conform to the physical specifications of ASTM A570 (Grade 50) or equivalent and having a minimum yield strength of 50,000 P.S.I. (345 MPa).

- Members fabricated by cold forming process shall conform to the physical specifications of ASTMA570 (grade 50) or equivalent and having a minimum yield strength of 50,000 P.S.I. (345 MPa).
- Members fabricated from hot rolled structural shapes shall conform to the physical specifications of ASTM A572 (grade 36) or equivalent and having a minimum yield strength of 36,000 PSI (250 MPa).
- Rod and angle bracing shall conform to the physical specifications of ASTM A36 (or equivalent) and having a minimum yield strength of 36,000 P.S.I. (250 MPa).
- Roof and wall cladding shall conform to the physical specifications of ASTM A653 grade 50 (or equivalent) and having a minimum yield strength of 50,000 P.S.I. (345 MPa).
- All other miscellaneous secondary members shall have minimum yield strength of 36,000 P.S.I. (250 MPa).

6. ROOF SHEETING /WALL SHEETING :-

- Roof and wall panels shall be of 26 gauge thick profilegalvalume or galvalumecolor coated steel sheet.
- In case of pre-painted galvalumepanels, the exterior face is pre-painted with 1 mil. thick factory applied polyester paint. The interior face is pre-painted with 0.5 mil. thick factory applied polyester paint.
- Each panel shall provide one meter coverage and can be shipped in any length up to 10 m. color of exterior and interior faces shall be white/grey or as directed. Other materials, thicknesses and coating are available upon request.
- The Roof and Wall cladding material shall conform to ASTM A792 and the galvalume coating to ASTM-A792-AZ150. The yield strength of material shall be 550 MPa. Incaseof KSS type of sheeting the yield strength shall be 300 MPa(minimum).

7. SHEETING FASTENERS:-

• Standard fasteners shall be No. 14, Type A, self-tapping sheet metal screws with metal and neoprene washers. All screws shall have hexagonal heads, be color coated to match roof and wall sheeting and made of zinc plated steel.

8. SEALER/ROPE SEAL:-

This is to be applied at all side laps and end laps of roof panels and around self flashing windows. Sealer shall be 6mm wide x 5mm thick, asbestos fiber filled, pressure sensitive butyl tape. The sealer shall be non asphalted, non shrinking, non drying and non toxic and shall have superior adhesion to metals, plastic and painted surfaces at temperatures from - 51 deg. 'C' to +104 deg. 'C'.

9. CLOSURES / FILLER STRIPS:-

• Solid or closed cell E.T.P. (Ethylene polypropylene Terpolymer) closures matching the profile of the panel shall be installed along the eaves, rake and other locations specified on drawings.

10. RIDGE CAP:-

• A formed panel matching the material color, slope and profile of adjoining Rib roof panels.

11. FLASHING AND TRIM:-

• Flashing and/or trim shall be furnished at the rake, corners, eaves framed openings and wherever necessary to provide weather tightness and finished appearance. Color shall be white for rake and eave flashings and color of wall for corner flashings unless otherwise specified by client from one of the standard range of colors. Material shall be 26 G thick conforming to the physical specifications of ASTM A446 Grade C or equivalent and having minimum yield strength of 40,000 P.S.I. (275 MPa).

12. EAVE GUTTERS AND DOWNSPOUTS:-

- Eave gutters shall be box shaped, color coated, and 0.5mm nominal thickness (26 gauges) galvanized steel. The outside face of the gutter shall be supported with color coated 0.5 mm nominal thickness (26 gauge) galvanized straps to the eave member at a maximum spacing of 1.2 m
- Downspouts shall be rectangular shaped, color coated and 0.5mm nominal thickness (26 gauge) galvanized steel. Downspouts shall have a 45 degree elbow at the bottom and shall be supported by attachment to the wall covering at 3.0 m maximum spacing.

13.FIBERGLASS INSULATION :-Deleted

14. ANCHOR BOLTS :-

• These are normally supplied prior to the delivery of pre-Engineered building.

C. BASIC BUILDING DESCRIPTION :-

- A. Frame type RF
- B. Width (m) 25.00 m o/o
- C. Length (M) 55.00 m o/o
- D. Eave height (M) 6.00 M clear.
- E. Roof slope 1:10
- F. Bay spacing (m) -1@7.50 M+5@8.00M+1@7.50M.
- G. Wind bracing Pipe Bracing.
- H. Roof cladding -26 GA bare Galvalume High tensile profile.
- I. Wall cladding 26 GA colourGalvalume high tensile profile sheet.
- J. Opening at front sidewall 3.0 M height brick wall and above sheeting.
- K. Opening at back sidewall 3.0 M height brick wall and above sheeting.
- L. Opening at left end wall 3.0 M height brick wall and above sheeting.
- M. Opening at right end wall 3.0 M height brick wall and above sheeting.
- N. Eave gutters Included.
- O. Downspouts Included.

D. BUILDING ADDITIONS

• A. canopy location/description - 3.3M x 55.0 M - 01No. On Verandah at 3.0M level above plinth level on the front side.

E. STANDARD BUILDING ACCESSORIES

- A. Sky lights 1.0m x3.305m 14 Nos. on the Roof
- B. Ridge Vents 0.300m x 3.0m 05 nos. on the Roof

F. STEEL WORK FINISH

- A. Frames, Built-up / HR sections / Bracings Red oxide 01 coat synthetic enamel paint in plant and 2nd coat paint material for site application Total 75DFT. Colour mouse grey RAL 7005 or equivalent.
- B. Purlins / Girts G.I.Finish. G.I.-IS277-2018 or equivalent. Red oxide, 01 coat synthetic enamel paint in plant and 2nd coat paint material for site application (Total 75DFT)
- C. Anchor bolts –IS2062:2011 Grade E250 or equivalent with one coat of epoxy primer.

G. DESIGN LOADS

- A. Dead load on Roof Self weight
- B. Roof live load on purlin 0.75 KN/m2
- C. Roof live load on frames 0.75 KN/m2
- D. Wind load 44 M/S
- Rates should be all inclusive i.e. Taxes,transportation, installation etc. P.E.B. structure should be certified by N.I.T. or I.I.T. by Contractor along with the stability certification.

BUILDING DESCRIPTION

| Building Width(m) C/C | 25.00 MTS. |
|-------------------------|------------|
| Building Length (m) C/C | 55.00MTS. |
| Clear Height (m) | 6.00MTS. |

| Description | Tentative Weight in MT |
|--|------------------------|
| PRIMARY MEMEBERS+MISC ITEMS. | 31.63 |
| SECONDARY MEMEBERS | 12.11 |
| ROOF SHEETING | 8.98 |
| WALL SHEETING+MISC ITEMS. | 4.22 |
| Estimate Weight with Variation of +/- 4% | 56.94 |

Note: The above mentioned weight of described materials is tentative and may vary as per design.

Testing:-

- 1. Destructive testing, (i.e. at NABL approved lab testing)
- 2. Non-destructive testing. (i.e. Dye penetration test)/Magnetic Particle Test (i.e. MPT)
- 3. Radiography/Ultrasonic of the Butt weld joints as per applicable code.

ANNEXURE – B STRUCTURE AND ORGANIZATION

1. Name and address of the applicant

- 2. Telephone No./Fax No./ E-mail ID
- Legal Status (Attached copies of original document defining the legal status) The applicant is a
 - (a) Individual
 - (b) Proprietary firm
 - (c) Firm in Partnership
 - (d) Limited Company or Corporation
- 4. Particulars of registration with various Governments

Bodies

(Attached attested Photocopy)

Organisation / Place of Registration

Registration Number

- (i)
- (ii)
- (iii)
- Names and Title of Directors and Officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.
- 6. Were you ever required to suspend construction for a period of more than six months continuously after you commenced the work ? If so, give the name of the project and give reasons thereof.

- 7. Have you or your constituent partner in case of partnership firm, even left the work awarded to you incomplete ? (If so, give name of the project and reasons for not completing the work).
- Have you or your constituent partner in case of partnership firm, been debarred / black listed for tendering in any Organization at any time? If so, give details.
- 9. Have you or any constituent partner in case of partnership firm, even been convicted by a court of law ? If so, give details.
- 10. In which field of PEB, youclaim specialisation and interest?
- 11. Any other information considered necessary but not Included above.

SIGNATURE OF BIDDER

ANNEXURE-C

FINANCIAL BID FORM

(The form containing the entry should be kept in the envelope number-02)

• District Minor Forest Produce Co-operative Union______ for proposed PEBgodown and Profile galvalume or galvalume colour coated steelSheets work

Financial Bid Form

• The construction of PEB &Profile galvalume or galvalumecolor coated steel Sheets and fitting work for Proposed Godowns.

:

- 1. The name of Applicant/Applicant firm
- 2. Full address (with mobile number) :
- Full professional address of Applicant/Applicant firms (with mobile number) from where material will be procured

| S. N | Description | Rate | GST | Total |
|---------|--|------|-----|-------|
| 0. | | | | |
| 1. | Designing, construction, testing and commissioning of steel work in web flange structure as submitted design up to 55mt x 25 mt span conforming to I.S. specification consisting of columns, trusses, roof and bottom purlins base plates, with Profile galvalume and Galvalume color coated steel Sheetswith all its accessories. Other specifications shall be as per Annexure A | | | |

:

Procurement/Work Place :-....

Name of the Tenderer:_____

Signature of the Tenderer:_____

Certificate

I have read and understood fully all conditions of Tender and agreed to all conditions and Tender Rate has been entered accordingly. I will work according to tender conditions.

| Name of the Tendere | er: |
|---------------------|-----|
| | |

Signature of the Tenderer:_____

Address :_____

Mobile Number:_____

ANNEXURE-D INFORMATION REGARDING SIMILAR WORKS

Work/works completed as similar work completed by the tenderer

| S.no | Project Name | Name of Employer | | Contract No. | Date of Issue of Work Order | Stipulated Date of Completion | Actual Date of Completion | Value of work done |
|------|-----------------|---------------------|---|-----------------|--------------------------------------|-------------------------------------|------------------------------|-----------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Note: (i)With reference to the above mentioned works attach the workcompletion certificates from Executive Engineer in case of Government, General Manager in case of PSUs shall be submitted. In case of work done for the private organizations provide copy of work order, client/agreement copy and copy of TDS certificate as proof of payment.

ANNEXURE E

AFFIDAVIT

| I | S/o | |
|-------------------|-----|----|
| Agedyearsresident | | of |
| (address | |) |
| | | |

(For and on behalf of.....), do here by and herewith solemnly affirm / state on oath that : -

- 1. All documents and information furnished are correct in all respects to the best of my knowledge and belief
- 2. I have not suppressed or omitted any information as is required.
- 3. I hereby authorize The Managing Director, District Forest minor Produce Co-operative Federation Limited, ______ Officials to get all the documents verified from appropriate source(s).
- 4. I have gone through the complete procurement (installation, design and fabrication) of the PEB, bid document and submitting the quote for the bid after understanding all the scope of work.

Deponent

(.....)

Authorized signatory /

for and on behalf of

Supplier

(affix seal)

Verification

I...... do here by affirm that the contents stated in Para 1 to 3 above are true to the best of my knowledge and believe and are based on my / our record.

Verified that this...... date of200...at (Place).....

Seal of attestation by a Public

Notary with date

Deponent

ANNEXURE F FINANCIAL CAPACITY FORM

Name of Applicant Firm

The information regarding the urnover in the preceding financial years should be provided in the format below:

| Particulars | 2017-18 | 2018-19 | 2019-20 | Average |
|------------------------------|---------|---------|---------|---------|
| Annual turnover | | | | |
| (the"Financial | | | | |
| Capacity")in thelast 3 | | | | |
| financial years of the | | | | |
| Applicant firm as per | | | | |
| certificateof CA / Statutory | | | | |
| Auditor | | | | |

Signature of the Authorized Signatory

Certificateof the Chartered Accountants/StatutoryAuditors

Based on Audited Accounts and other relevant documents of ______ (name of bidder),we M/s, Chartered Accountants/ Statutory

Auditors, certify that theabove informationiscorrect.

Signature and Seal of

Chartered Accountants/Statutory Auditors

ANNEXURE G

CHECK LIST OF ATTACHMENTS

| S.No. | Particular | Yes /No |
|-------|--|---------|
| 1. E | Envelope "A"shall contain | |
| a. | DD for Cost of Tender | |
| b. | DD for EMD and Alternative Drawing if any | |
| c. | Information Regarding Similar Work | |
| | (Annexure-D) | |
| d. | Structure and Organization (Annexure- B) | |
| e. | Affidavit (Annexure- E) | |
| f. | Financial Capacity Form(Annexure- F) | |
| g. | Signed copy of the tender document | |
| h. | Audited balance sheet of last 3 year duly certified by CA. | |
| Ι | Copy of GST Registration Certificate. | |
| j | Relevant registration Certificate as per tender condition no-4.2 | |
| k. | Certificate required to corroborate Annexure-D | |
| 2.Ei | nvelope"B" shall contain | |
| Fina | ancial Bid " Annexure- C" | |

Note:-Both Envelope A and Envelope B duly sealed shall be submitted in an outer envelope with the name of work and name of intending tenderer on it before the due date and time of submission as mentioned in the tender document.

ANNEXURE H DRAFT SUPPLIER'S AGREEMENT

This agreement is executed on this Day of 202.. in the office of District Minor Forest Produce Union Limited,By and between the Managing Director, District Minor Forest Produce Union Limited,, (Address)....., registered under Chhattisgarh Cooperative Societies Act, 1960 here-in-after called the "District Union", which expression shall include its assigns and successors.

And

M/s..... a company incorporated under Companies Act 1956 (now Companies Act 2013)/Partnership Firm/Proprietary Firm, acting through its, herein after referred as **"Supplier"**, which expression shall include its assigns and successors.

Whereas the Supplier submitted its proposal for the aforesaid work, whereby the Supplier represented to the District Union that it has required experience and resources to provide services to the District Union on the terms and conditions as set forth in the tender document and this agreement;

Whereas the District Union on acceptance of the aforesaid proposals of the Supplier issued its Letter of Acceptance ("LOA") dated

This Agreement shall be deemed to commence from the day of, 202....

- **1.** This agreement witness as follows:
 - i. Supplier will supply, including Designing, Fabrication and Commissioning, of PEB for proposed Godowns and Profile galvalume or galvalumecolor coated steel sheets.Sheet at the cost(as submitted by supplier in the financial bid and approved by District Union)
 - ii. The tenderer declares that he/she has properly read and understood completely all the terms and conditions of the tender and the agreement have been fulfilled by him/her and bound to supply accordingly.
 - iii. This agreement will be valid for a period of one year from the date of signing of the agreement. If the tenderer proposes to withdraw the tender or is withdrawn

(breakout) before this stipulated time period, then the security deposited by tenderer will be forfeited by the Managing Director and the tenderer may be blacklisted.

- iv. This agreement will always be in conformity with the terms and conditions of the tender. It contains partial or prior interpretation of t he terms and conditions of the tender.
- v. After all the ordered materials are supplied and received on the spot and verified by the gazetted officer, 50 percent amount will be paid and after coming to the position (Turn key) the balance amount will be paid and the amount of security deposit will be refunded.

2. CONFIDENTIALITY:

- i. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or there-after enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Supplier in rendering the services hereunder are the Confidential Information of the Supplier.
- ii. The Supplier shall keep confidential, any information related to this agreement, with the same degree of care as it would treat its own confidential information. The Supplier shall note that the confidential information will be used only for the purposes of this agreement and shall not be disclosed to any third party for any reason what-so-ever.
- iii. At all-time of the performance of the services, the Supplier shall abide by all applicable security rules, policies, standards, guidelines, and procedures. The Supplier should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this agreement and such rules, policies, standards, guidelines and procedures by its employees or agents.
- iv. The Supplier should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- v. The obligations of confidentiality under this section shall survive for five (5) years post rejection of the contract.

- vi. The Supplier must maintain absolute confidentiality of the documents/ Materials/ tools collected in any form including electronic media and any other data/information provided to him for the execution of the work.
- vii. The Supplier should not use the materials for any purpose other than the scope of work specified in the document and added/ amended before signing the contract.
- viii. If at any stage it is found that the Supplier is using the materials provided by the client any time during the contract execution for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.

3. Performance Guarantee:

- i. The Supplier shall also be responsible for performance of work carried out by him for a period of 12 (Twelve) months beyond the completion of work for which performance security has to be furnished by him @ 5%(five percent)of amount of contract. For this purpose contractor has to submit to the District Union a Bank Guarantee of 10% amount of the value of work done on every running and final bill payable to him. If contractor fails to submit bank guarantee of 5% amount of the gross bill, then 5% amount of bill shall be deducted from his running and final bill payment. However, the contractor can get refund of such performancecash security amount deducted if he submits appropriate bank guarantee valid for the period as stated above or 12 (Twelve) months after actual completion. If require, the Managing Director shall ask the contractor to extend the validity period of the Bank Guarantee(s) for such period which he considers it proper and the contractor fails to extend the validity period of such Bank Guarantee accordingly. If the contractor fails to extend the validity period.
- ii. The contractor shall have to carry out all necessary "Rectification" of defects noticed, caused due to any reasons at his own cost within such reasonable period mentioned in such communication notice from the MD, DU/DY Managing Director to him.
- iii. Failure of the contractor to rectify the defects properly in the given period, it shall be open for the MD, DU/DY Managing Director to get the defect(s) rectified either departmentally or through other agency (without calling any tender /quotation) and recover the actual cost plus 15 % (fifteen percent) of such cost from the contactor from any sum, in any form, and available with the department or can be recovered as "Arrears of Land Revenue"
- iv. After two years of completion of construction, 50% (fifty percent) of available performance Bank guarantee shall be returned to the contractor subject to the satisfaction of the MD, DU.
- v. Remaining performance Bank Guarantee as would be remaining (after recovery all cost plus 15% (Fifteen percent) for rectification of defects, if done by the department or through other agency) shall be returned after 3 years of completion.

The performance guarantee will be in addition to the normal security to be deducted as per clause 1 of agreement for the execution of contract.

vi. The tenderer/contractor shall give in advance authority letter(s) in favour of the Managing Director, District Union 35pecificati him to get all Bank's Fixed Deposit receipts, Bank Guarantees (either normal security deposit and or for performance security) to get these Bank Receipts and Guarantee deeds verified and got confirmed from the concerned Bank. It will be only after getting such confirmation that the MD, DU shall pay any amount accordingly or refund the equal amount for which BG submitted has been duly verified and confirmed.

4. PAYMENT TERMS

| Description | Amount |
|--|-------------------|
| Mobilization Advance against Bank Guarantee | 10% of total cost |
| After Receive of Structural Material | 50% of total cost |
| After Receive of Sheeting Material | 10% of total cost |
| After Installation at site | 25% of total cost |
| After release of Completion Certificate by authorized signatory | 5% of total cost |

5. TERMINATION CLAUSE

- i. <u>Right to Terminate the Process</u>:
 - A. District Union reserves the right to cancel the contract placed on the supplier and recover expenditure incurred by District Union under the following circumstances:
 - a. The Selected agency commits a breach of any of the terms and conditions of the agreement.
 - b. The Bidder goes into liquidation, voluntarily or otherwise.
 - c. If deductions on account of liquidated damages/Penalty exceeds more than 10% (Ten Percent) of the total investment proposed in technical bid.
 - d. In case the supplier fails to deliver the services as stipulated in the delivery schedule, District Union reserves the right to procure the same or similar services from alternate sources at the risk, cost, and responsibility of the supplier. However, all such recoveries shall be subject to a maximum of 10% of the value of the difference in cost of procurement of undelivered services.
- ii. District Union reserves the right to recover any dues payable by the Supplier from any amount outstanding to the credit of the Supplier, including the pending bills and/or invoking the bank guarantee under this contract.

iii. Federation reserves the right to terminate the contracts, if the Supplier enters into a Joint Venture with a third party, for the work and responsibilities defined as such in the document.

6. CONSEQUENCES OF TERMINATION

- i. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], District Union shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Supplier shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor Supplier to take over the obligations of the erstwhile Supplier in relation to the execution/continued execution of the scope of the Contract.
- ii. The District Union shall forfeit the performance security in consequence to termination of contract for any valid reasons mentioned herein.
- iii. Nothing herein shall restrict the right of District Union to invoke the Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to District Union under law or otherwise.
- iv. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

7. SUPPLIER'S LABOUR REGULATIONS.

The Supplier shall pay not less than fair wage to Labourers engaged by him in the work.

Explanation:

- a) **"Fair Wages"** means wages whether for time or piece work as notified at the time of inviting tenders for the works and where such wages have not been so notified the wages prescribed by the Labour Department for the division in which the work is done.
- b) The Supplier shall, notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work as if labourers had been immediately employed by him.
- c) In respect of all labour directly or indirectly employed on the works on the performance of his contract, the contractor shall comply with their cause to be complied with the labour act in force.

- d) The Managing Director shall have the right to reduce from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or the deductions made from his or their wages, which are not justified by the terms of the contract or non-observance of regulations.
- e) The Supplier shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be breach of this contract.
- g) The Supplier shall obtain a valid license under the contract (Regulations and Abolition) Act enforce and rules made there under by the competent authority from time to time before commencement of work and continue to have a valid license until the completion of the work.
- h) The Supplier shall comply with the Labour laws like Building and Other Construction Workers Act, 1996 Contract Labour Act, 1970 Minimum Wages Act, 1948 and other applicable laws regarding pension, provident fund etc.

Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resulted non-execution of the work assigned to the Contractor.

8. SAFETY CODE

- 1. Scaffolding:
 - I. Suitable scaffold should be provided for workman for all works that cannot safely be done from the grounds or from solid construction except such short period work as can be done safely from ladder is used on extra Mazdoor shall be engaged for holding the ladder for carrying materials as well suitable foot holes and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¹/₄ to ¹/₄ Horizontal and 1 vertical).
 - II. Scaffolding or staging more than 12 M above, the ground floor swung or suspended from an overhead support or erected with stationer/support shall have a guard rail property attached, bolted, braced or otherwise secured at least 1 meter high above the floor platforms of such scaffolding or staging and extending along the entire length of the outside the ends thereof with only such opening as may be necessary for the delivery of the materials. Such scaffolding or staging shall be fastened as to prevent it from swaying from the building of structure.
 - III. Working platform gangways and stairway should be so constructed that they should not away unduly or unequally and if the height of the platform of the Gangway or the stairway is more than 3.54 metres above ground level and or floor level they should be closely bearded, should have adequate width and should be suitably fenced as described (ii) above.

- IV. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the falling of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 metre.
- V. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable ladder shall be over 9 metre in length while the width between sides rails inring ladder shall be in no case be less than 0.3 metres from ladder upto and including 3 meter length. For longer ladders this width should be increased at least 2 cm. For each additional meter of length. Uniform step spacing shall not exceed 0.3 M adequate precaution shall be taken to prevent danger form electrical equipment. No material on any of the work site shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit action or other precautions of law that may be brought by any person for injury sustained owing to neglect of the above and to pay any damages and costs which may be awarded in any such suit action or proceeding to any such person or which may with consent of the contractor be paid to compromise by any such person.
- 2. Excavation and Trenching: All trenches 1.2 metre or more in depth, shall at all times besupplied with at least one ladder for each 30 Metre in length of friction thereof. Ladder shall be extended from bottom of the trench to at least 1 metre above the surface of the ground. The side of trenches which are 1.5 metre or more in depth shall be stepped back to give suitable slopes or securely held by timber bracing so as to avoid the danger of sides to collapse The excavated materials shall not be placed within 1.5 metre of the edge of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.
- **3.** Demolition: Before any demolition work is commenced and also during the process of the works.
 - (a) All roads and open area adjacent to the work site shall either be closed or suitably protected.
 - (b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - (c) All precautionary steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooring. No floor roof or other part of the building shall be so overloaded with debris of materials as to render it unsafe.
- 4. Painting: All necessary personal safety equipment as considered adequate by theEngineer-in-charge should be kept available for the use of person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
 - (a) Workers employed on mixing asphaltic materials cement lime mortars shall be provided with protective footwear and. protective goggles.

- (b) Stone brackets shall be provided with protective goggles and protective clothing, and seated at sufficiently safe intervals.
- (c) Those engaged in welding works shall be provided with welder's protect.
- (d) When workers are employed in sewers and manholes which are in use, the Contractors shall ensure that the manhole covers are open and are ventilated at least for an hour before
- (e) the work shall be coronet off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- (f) The Contractor shall not employ men below the age of 19 and women on the work of painting with products containing lead in any form whenever men above the age of 18 are employed on the work of lead painting the following precautions should be taken.
 - (i) No paint containing lead or lead shall be used except in the form of paste or readymade paint.
 - (ii) Suitable face masks should be supplied for use by the workers when paint applied in the form of spray or a surface having lead paint dry rubble and scrapped.
 - (iii) Overhauled shall be supplied by the contractor to the workman and adequate facilities shall be provided to enable the working painters to wash during the cessations of work.
- 5. Drawing: When the work is done near any place where there is risk of drawing allnecessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment for all injuries likely to be sustained during the course of the work.
 - (a) Every crane driver or hosing applicants operator shall be properly qualified and no personal order an age of 21 years should in-charge of any hoisting machine including any scaffold which give signals to the operator.
 - (b) In case of every hoisting machine and every chain ring lowering or as means of suspensions. The sate working load shall be ascertained by adequate means. Every hoisting machine and gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for load purpose of testing.
 - (c) In case of departmental machine the safe working and load shall be notified by the Electrical Engineer-in-charge. As regarded contractor's machine the contractor shall notify the safe working load of the machine to the Engineer-in-charge, whenever he brings any machinery to site of work and get verified by the Electrical Engineer concerned.
 - (d) Motors, gearing transmission, Electric wiring and other dangerous part of the hoisting appliance should be provided with efficient safe guards and with such means as well reduce adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load be coming accidentally dispraced When workers employed on

Electrical installations which are already unregistered insulating mats wearing apparel such as gloves sleeves and boots as may be necessary should be provided the workers should not wear rings, watches and carry keys, or other materials which are good conductors of electricity.

- 7. All scaffolds, ladders and their safety device mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
- 8. These safety provisions should be brought to the notice of all concerned by display on a Notice Board at prominent places at the work spot. The persons responsible for compliance of the safety code shall be named therein by the contractor.
- **9.** To ensure effective endorsement of the rules and regulations relating to safety precautions the arrangement made by the contractor shall be open to inspection by the Labour Officer, Engineer-in-charge, or the Department or their representatives.
- **10.** Notwithstanding the above clause (1) to (9) there is nothing in these to except the contractors to exclude the operations of any other act or rule in force in the Republic of India.

9. **DISPUTE RESOLUTION MECHANISM**

- i. The Supplier and the District Union shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
 - a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
 - b. Matter will be referred for negotiation between Managing Director, District Union and the Authorized Official of the Supplier. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
 - c. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Raipur and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
 - d. Both the Party may choose their respective arbitrator or if agreed may choose to go with a single Arbitrator.

- e. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this document.
- f. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Supplier shall not be entitled to suspend the Service/s or the completion of the projects, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

10. FORCE MAJEURE

Force Majeure is herein defined as any cause, which is beyond the control of the Supplier or District Union as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- i. Natural phenomenon, including but not limited to floods, droughts, earthquakes, and epidemics.
- ii. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines, embargos and terrorist attack, public unrest in work area.
- iii. The Supplier or District Union shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.
- iv. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

11. LIMITATION OF LIABILITY

i. The aggregate liability of the selected supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract.

12. INFORMATION SECURITY

i. The Supplier shall not carry and/or transmit any material, information, layouts, diagrams, or any other goods/material in physical form, which are proprietary to or owned by District Union, out of premises, without prior written permission from the District Union.

ii. The Supplier shall, upon termination of this agreement for any reason, or upon demand by District Union, whichever is earliest, return all information provided to the Supplier by District Union, including any copies or reproductions, both hard copy and electronic.

13. INDEMNITY

- i. The Supplier shall execute and furnish to the District Union, a Deed of Indemnity in favour of the District Union, in a form and manner acceptable to Federation, indemnifying District Union from and against any third-party costs, losses, damages, expenses, claims including those from third parties owing infringement or misappropriation of a patent, copyright, trademark and trade secret, arising or incurred inter- alia during and after the Contract period arising out of:
- ii. Negligence or wrongful act or omission in connection with or incidental to this Contract; or Any breach of any of the terms the Selected supplier Proposal as agreed, the tender notice and this Contract by the supplier or its team. The indemnity shall be to the extent of 100% of project cost in favour of the District Union.

14. CONTINUANCE OF THE CONTRACT:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties here to shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work and technical 42pecification, as defined in the tender document, to ensure continuity of operations.

15. SEVERANCE:

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

16. GOVERNING LANGUAGE:

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

17. "NO CLAIM" CERTIFICATE

The Supplier shall not be entitled to make any claim, whatsoever against District Union, under or by virtue of or arising out of, the contract, nor shall District Union entertain or consider any such claim, if made by the Supplier after it has signed a "No claim" certificate in favour of District Union in such form as shall be required by it after the Contract period is over.

18. PUBLICITY

The Supplier shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the District Union first give its written consent to the Supplier.

19. GENERAL

i. Relationship between the Parties

- a) Nothing in the Contract constitutes any fiduciary relationship between the District Union and Supplier Team or any relationship of employer employee, principal and agent, or partnership, between the Federation and Supplier.
- b) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
- c) District Union will not be under any obligation to the implementation of the work of the Supplier's Team except as agreed under the terms of the Contract.
- **ii.** No Assignment: The Supplier shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of District Union.
- **iii. Survival:** The provisions of the clauses of the Contract in relation to documents, data, processes, property, , indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless Federation notifies the Supplier of its release from those obligations.
- iv. Entire Contract: The terms and conditions laid down in the tender condition and all annexures there to, Response to Pre-bid queries vide District Union's letter No...... dated, as also the Proposal/Tender submissions(Technical &Finalcial) and any attachments/annexes there to shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.
- v. **Governing Law:** This contract shall be governed in accordance with the laws of India and the State of Chhattisgarh.
- vi. Jurisdiction of Courts: The High Court of Chhattisgarh at Bilaspur, Chhattisgarh has exclusive jurisdiction to determine any proceeding in relation to the Contract.
- vii. Compliance with Laws: The Selected supplier, during the course of performing the contract, shall comply with the laws in force in India and the State of Chhattisgarh during the duration of the contract.
- viii. Notices: A "notice" means:
 - a) a notice; or
 - b) Consent, approval or other communication required to be in writing under the Contract. All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed

received two days after mailing or on the date of delivery if personally delivered:

| То, | | |
|--|--|--|
| The Managing Director, District Minor Forest Produce Union Limited, | | |
| Phone : | | |
| E-mail : | | |
| To Supplier at: | | |
| | | |
| | | |
| | | |
| Address: | | |
| [Phone:] | | |
| [Mobile:] | | |
| [Email:] | | |

c) Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

ix. Waiver

- a) Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- b) A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- c) The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.
- **x. Modification:** Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.
- **xi. Application:** These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

20. <u>ENTIRE AGREEMENT</u>:

This Agreement constitutes the entire and only agreement between the parties hereto and changed or modified in any manner, except by instrument signed by duly authorized officer or representative of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in English and duplicate, one each shall remain in the possession of each party and each of which shall be deemed to be authentic, to be executed by their respective duly authorized officer or representative as of the day first above written:

PLACE : RAIPUR

DATE : _____

For and on behalf of,

For and on Behalf of,

District Minor Forest Co-operative Supplier's Trade Name : **Union Limited**,

| Sign.: | Sign.: |
|---------------------------------|---------------|
| Name : | Name : |
| Designation : Managing Director | Designation : |

WITNESSES:

| Signature: | Signature: |
|------------|------------|
| Name: | Name: |
| Address: | Address: |