

GOVERNMENT OF TAMIL NADU

RURAL DEVELOPMENT AND PANCHAYAT RAJ DEPARTMENT

TIRUVANNAMALAI DISTRICT

E- TENDER DOCUMENT

Package No.31/2023-24 – Tiruvannamalai BLOCK

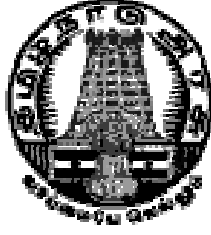
**INVITATION OF BIDS FOR THE REJUNUVATION OF PUTHU KULAM WITH
DESALTING CONSTRUCTION OF INLET AND OUTLET AND BATHING GHAT
RETRAINING WALL (61.20M)LINING WALL(90.00M) AT NALLANPILAIPETRAL
PANCHAYAT UNDER AGAMT II 2023-24.**

Sl. No.	Name of Work	Estimate Amount in Rs.
1	Rejunuvation of Puthu Kulam with Desalting Construction of inlet and outlet and Bathing ghat Retraining wall (61.20m)lining wall(90.00m) at Nallanpilaipetral panchayat	1447000/-

E.M.D.AMOUNT : Rs. 14470/-

DATE OF TENDER : 24.07.2023

Block Development Officer(V.Pts.),
Tiruvannamalai Block,
Tiruvannamalai District.



GOVERNMENT OF TAMIL NADU

RURAL DEVELOPMENT AND PANCHAYAT RAJ DEPARTMENT

Tiruvannamalai BLOCK, TIRUVANNAMALAI DISTRICT

E – Tender Document

INVITATION FOR PREQUALIFICATION APPLICATION AND PRICE BID

Name of the Work	:	Rejuvenation of Puthu Kulam with Desalting Construction of inlet and outlet and Bathing ghat Retraining wall (61.20m) lining wall(90.00m) at Nallanpilaipetral panchayat in Tiruvannamalai Block of Tiruvannamalai District under AGAMT II 2023-24
Tender Ref.	:	Roc. No. A13-1/2845/2023 Dt.22-06-2023
Period of availability of Bidding Documents on website www.tntenders.gov.in	:	From 24.07.2023 To 15.00 Hrs on 31.07.2023
Last date for online submission of Tender	:	Up to 15.00 hrs. on 31.07.2023
Date, time & Place for online opening of Technical Bids	:	On 31.07.2023 from 16.00 hrs. Onwards at O/o. Block Development Officer(V.Pts.), Tiruvannamalai Block, Tiruvannamalai

Block Development Officer(V.Pts.),
Tiruvannamalai Block,
Tiruvannamalai District.

PART – A
TECHNICAL BID

1. Preamble of Tender

(Rejunuvation of Puthu Kulam with Desalting Construction of inlet and outlet and Bathing ghat Retraining wall (61.20m) lining wall (90.00m) at Nallanpilaipetral panchayat in Tiruvannamalai Block of Tiruvannamalai District under AGAMT II 2023-24)

It is proposed to **Rejunuvation of Puthu Kulam with Desalting Construction of inlet and outlet and Bathing ghat Retraining wall (61.20m) lining wall (90.00m) at Nallanpilaipetral panchayat in Tiruvannamalai Block of Tiruvannamalai District under AGAMT II 2023-24** by calling of e-tenders by two cover bid system.

This work covers **Rejunuvation of Puthu Kulam with Desalting Construction of inlet and outlet and Bathing ghat Retraining wall (61.20m) lining wall (90.00m) at Nallanpilaipetral panchayat in Tiruvannamalai Block of Tiruvannamalai District under AGAMT II 2023-24** at the designated places as per the requirement of the District Collector, Tiruvannamalai District.

2. Check List:

1. Tenderer to submit the list given below.

1	Whether the Technical Bid and Price bid are submitted in separate files
2	Whether Technical Bid contains: a) Specifications for items included in the Construction as per Annexure – I. b) Letter of Authorisation for signing the Tender document – Annexure – III c) Other details to be furnished by the Tenderer – Annexure -IV d) Information regarding current Litigation/Debarring/Expelling of Applicant or Abandonment of work by the Applicant- Annexure -V e) Affidavit - Annexure -VI f) Under Taking & Declaration- Annexure -VII g) Information regarding similar nature of works executed by the bidder – Annexure VIII h) Whether scanned copy of the EMD enclosed
3	Whether the price bid in Envelope – B contains: Filled up and digitally signed Price bid documents in the prescribed format in full with price details- Price Bid

Important Note: Tenderers must ensure that all the required Documents indicated in the Tender document are submitted without fail. Bids Received without supporting documents for the various requirements mentioned in the Tender Document are liable to be rejected at the initial stage itself.

3. Bid Data Sheet

Rejuvenation of Puthu Kulam with Desalting Construction of inlet and outlet and Bathing ghat Retraining wall (61.20m) lining wall(90.00m) at Nallanpilaipetral panchayat in Tiruvannamalai Block of Tiruvannamalai District under AGAMT II 2023-24

i)	Tender inviting Authority, Designation and Address	Block Development Officer(V.Pts.), Tiruvannamalai Block Tiruvannamalai District
	a) Name of the Work	Rejuvenation of Puthu Kulam with Desalting Construction of inlet and outlet and Bathing ghat Retraining wall (61.20m) lining wall(90.00m) at Nallanpilaipetral panchayat in Tiruvannamalai Block
	b) Tender reference	Roc. No. A13-1/2845/2023 Dt.22-06-2023
	c) Location of work	At designated places which will be furnished by Block Development Officer(V.Pts.), Tiruvannamalai Block Tiruvannamalai District
	d) Contract Period	3 months
ii)	Period of availability of Bidding Documents on website www.tntenders.gov.in	From 24.07.2023 to 15.00hrs on 31.07.2023
iv)	Earnest Money Deposit (EMD) at 1% of the value put to tender.	Rs.14470/- in the form of Demand Draft in favour of Block Development Officer(V.Pts.), Tiruvannamalai Block, Tiruvannamalai. Small Savings Certificate, Post Office savings A/c or NSC, duly pledged in favour of Block Development Officer(V.Pts.), Tiruvannamalai Block, Tiruvannamalai District may also be acceptable
vi)	Deadline for receiving Bids online	Upto 15.00 hrs on 31.07.2023
vii)	Date, Time and Place of opening of Technical Bid	On 31.07.2023 from 16.00 hrs. onwards at O/o Block Development Officer(V.Pts.), Tiruvannamalai Block, Tiruvannamalai

Other Important criteria specified by the Tender Inviting Authority:

Special attention to the Tenderer:

1. Approval or otherwise of the Technical Bid (Pre-Qualification) will be strictly based on the detailed evaluation done on the basis of the Documents/Records/Evidences/ Certificates produced by the tenderer in the Technical Bid.
2. Technical Bid (Part 1) will be opened as per Notice Inviting Tender and after detailed evaluation, the date and time of opening of Price Bid will be intimated to the qualified applicants.
3. Tenderers shall not be, under a declaration, ineligible for corrupt and fraudulent practices issued by the Government.
4. Information regarding any litigation or arbitration resulting from contracts executed by the Tenderer in the last five years or currently under execution shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute and the nature and details of award, if any.
5. Even though the tenderers meet the above qualifying criteria, they are subject to be disqualified if they have:
 - a) made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements; and/or
 - b) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
6. Any addendum thus issued shall be added on the website namely www.tntenders.gov.in
7. The contract shall be for the whole works based on the priced Bill of Quantities submitted by the Tenderer.
8. The tenderer shall fill in rates in the Price Bid (both in figures and words) for the item described in the Price Bid.

The bidder shall fill in rates and prices and line item total (both in figures and words) for all the items of the Works described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. The bidder is not required to quote his rate for Goods and Services Taxes. The Goods and Services Tax (GST) amount will be calculated at 12% from the sum of the Bid value (excluding GST) quoted by the bidder for construction Cost specified in the BoQ, Subject to rate applicable from time to time as recommended by the GST Council.

All duties, taxes, and other levies except Goods and Services Tax (GST), payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

Government of India has notified, vide Notification No.20/2017- Central Tax(Rate) dated 22nd August, 2017 and Notification No.24/2017- Central Tax(Rate) dated 21st September, 2017, the concessional rate of the Goods and Services Tax (GST) at 12% [CGST at 6% + SGST at 6%] is leviable for any Government contract, whether Civil or Electrical, irrespective of the Goods and Services Tax (GST) rate applicable on purchase of goods used in the execution of Government Contract. The GST amount will be calculated at 12% from the sum of the Bid value (excluding GST) quoted by the bidder for construction Cost specified in the BoQ, Subject to rate applicable from time to time as recommended by the Goods and Services Tax (GST) Council.

As per Notification 202, dt: 29.06.2017 and as per sub-section (2) of Section 7 of the Tamil Nadu Goods and Services Act, 2017, (Tamil Nadu Act 19 of 2017), activities or transactions undertaken by State Government shall be treated neither as supply of goods nor a supply of service.

As per Chapter IX (Section 41) of the Tamil Nadu Goods and Services Act, 2017, every registered persons may be entitled to take the credit of eligible input tax, as self-assessed, in his return and such amount shall be credited on a provisional basis to his electronic credit ledger.

The total bid price will be the cumulative of Value quoted for construction and the Goods and Services Tax (GST).

9. The EMD will be forfeited:

- a) If the Tenderer withdraws the Bid after Bid opening during the period of Bid validity.

- b) if the Bidder does not accept the correction, if any of the Bid Price, pointed out by the tender calling authority
 - c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
 - i) Sign the Agreement; or
 - ii) Furnish the required Security Deposit.
10. If the Qualification application is made by an individual, it should be signed by the individual, with his full name and his current address.
11. If the Qualification application is made by a sole Proprietary firm, it shall be signed by the proprietor along with his full name and full name of the firm with its current address. Documents with regard to registration as firm by the Registrar of Firms should be produced.
12. If the Qualification application is made by a FIRM in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner authorized by the firm (either as per Articles of the Deed of Partnership / by power of attorney)- for signing in Tenders, Agreements etc. In which case, certified copy of the registered deed of Partnership along with the current address of all the partners and a certified photocopy of the Registered Power of Attorney issued in favour of the Signatory should be produced.
13. If the Qualification Application is made by a “Limited Company” or a “Limited Corporation”, it shall be signed by a duly authorized person holding the Power of attorney for signing the application, in which case, the certified copy of the power of attorney shall accompany the qualification application. Such limited company or corporation shall also furnish satisfactory evidence of its’ existence along with the Qualification schedule.
14. If any of the information furnished by the applicant is found to be concealed or false at a later date, the contract will be terminated forthwith without prejudice to the rights thereon, consequent on termination and the successful tenderer will be banned from business dealings.

15. The evaluation will be done only based on the information, evidence, documents, Records, particulars furnished by the applicant and hence the applicants are advised to furnish adequate and relevant information along with requisite documentary evidences without any omission.
16. As far as possible, details shall be furnished in the schedules appended to this Application. If the space left is found insufficient, additional sheets may be attached to the schedules.
17. All applicants are cautioned that the Qualification Tender application containing any deviation from the contractual terms and conditions, specifications or other requirements will be rejected as Non-Responsive and low performance reliability.
18. The Qualification Tender evaluation shall be done on a PASS or FAIL basis against each criteria.
19. The successful tenderer shall not sub-let any portion of the contract
20. The Applicant shall include with the Qualification schedule, details in the prescribed proforma vide Annexure “I” and “III” to “VIII”.

1	Annexure ‘III’	Letter of Authorisation for signing the Tender document
2	Annexure ‘IV’	Other details to be furnished by the tenderer
3	Annexure ‘V’	Information regarding current Litigation /Debarring/ Expelling of Applicant or Abandonment of work by the Applicant
4	Annexure ‘VI’	Affidavit
5	Annexure ‘VII’	Undertaking & Declaration
6	Annexure ‘VIII’	Information regarding similar nature of works executed by the bidder

21. Block Development Officer(V.Pts.), Tiruvannamalai Block, Tiruvannamalai District may be contacted for further information in this matter.

Block Development Officer(V.Pts.),
Tiruvannamalai Block
Tiruvannamalai District.

TWO COVER SYSTEM

TECHNICAL (PRE-QUALIFICATION) BID & PRICE BID APPLICATION

Ref. No.

Dated:

From

To

Block Development Officer(V.Pts.),
Tiruvannamalai Block,
Tiruvannamalai District.

Sir,

Sub: Two cover tender system for **Rejunuvation of Puthu Kulam with Desalting Construction of inlet and outlet and Bathing ghat Retraining wall (61.20m) lining wall(90.00m) at Nallanpilaipetral panchayat in Block Development Officer(V.Pts.) Block of Tiruvannamalai District under under AGAMT II 2023-24** - submission.

Ref : Roc. No. A13-1/2845/2023 Dt.22-06-2023

Your E tender notice reference to be added

1. Having examined the two cover system documents in respect of Technical Bid (Pre-Qualification) & Price Bid including scope of work, time frame for **Rejunuvation of Puthu Kulam with Desalting Construction of inlet and outlet and Bathing ghat Retraining wall (61.20m) lining wall(90.00m) at Nallanpilaipetral panchayat in Tiruvannamalai Block of Tiruvannamalai District under under AGAMT II 2023-24** and the criteria stipulated for Qualification, I/We hereby submit all necessary information and relevant documents for qualifying me/us, to offer my/our tender for the above-mentioned job.

2. The Application is made by me/us on behalf of (Partnership firm/Private limited company/Public Limited Company) in the capacity ofduly authorized to submit the tender.
3. Necessary evidence admissible in law in respect of authority assigned to me/us on behalf of the Partnership Firm/Private Limited Company/Public Limited Company, for applying for tender is attached herewith.
4. I/We present my/our documents herewith taking into consideration all the instructions in the Technical Bid (Pre-Qualification) supplied to me/us including special instructions to Applications/Criteria for Qualification/Information and Instructions in the detailed two cover tender notice etc.
5. The EMD amount is enclosed in the shape as notified in the Technical Bid, as per the following details ;

I Details of EMD

6. I / We understand that **Block Development Officer(V.Pts.), Tiruvannamalai** Block, Tiruvannamalai District, reserves the right to reject any or all the tenders without assigning any reason there of or to drop the proposal altogether.

Date:

Signature of the Applicant including
Title Capacity in which Application is made

Name:
(IN BLOCK LETTERS)

Encl: 1.Two files - First file containing Technical Bid (Pre-Qualification) and other the Price Bid.

TECHNICAL BID (PRE-QUALIFICATION)

TWO COVER SYSTEM

1. Invitation:

For and on behalf of the Governor of Tamil Nadu, Tender under two cover system i.e. Technical Bid (Pre-qualification) & Price Bid (item rate tenders) are invited through electronic tendering system by The Block Development Officer (V.P), Kalasapakkam Block, Tiruvannamalai district for **Rejuvenation of Puthu Kulam with Desalting Construction of inlet and outlet and Bathing ghat Retraining wall (61.20m) lining wall(90.00m) at Nallanpilaipetral panchayat in Tiruvannamalai Block of Tiruvannamalai District under AGAMT II 2023-24.**

2. Description of Project:

Rejuvenation of Puthu Kulam with Desalting Construction of inlet and outlet and Bathing ghat Retraining wall (61.20m) lining wall(90.00m) at Nallanpilaipetral panchayat in Tiruvannamalai Block of Tiruvannamalai District under AGAMT II 2023-24. The details of work is furnished in Annexure-II.

3. Eligibility and Qualification of Bidders

1. A Bidder shall be any person, Company, Corporate body, Limited company, Firm, Organization from India who are legally competent and entitled for entering into contract as per the law of contract prevailing in India.
2. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :
 - a) They or their sister concern have controlling shareholders in common; or
 - b) They or their sister concern receive or have received any direct or indirect subsidy from any of them; or
 - c) They or their sister concern have the same legal representative for the purposes of this bid: or

- d) They or their sister concern have a relationship with each other, directly or through common third parties, that puts them in a position to have access or information about or influence on the bid of another Bidder, or influence the decisions of the District Collector regarding this bidding process; or
 - e) A Bidder or their sister concern participates in more than one bid for the same package in this bidding process. Participation by a Bidder in more than one Bid for the same package will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - f) A Bidder or their sister concern participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid
4. The Applicant should be a Class-III and above contractor currently registered with DRDA and Panchayat Union, Tiruvannamalai Block, whose registration should be in force.
 5. Details of the documents showing the Central Sales Tax No. and Income Tax PAN No. should be furnished by the Bidder along with self attested copies of each of the certificates.
 6. The bidder should have a minimum annual turnover equivalent to 150% of amount put to bid in any one of the last 3 financial years. For the proof of turnover, copies of sales tax/ GST or income tax assessment orders for the past 3 years attested by a Chartered Accountant or sales tax/ GST or income tax Annual returns attested by the Chartered Accountant filed for the last 3 financial years should be enclosed.
 7. The bidder should have executed similar nature of works of value not less than 1/3rd of the contract value. The civil works (item of works involving masonry, concreting etc) given in the BoQ will only be considered for this purpose.
 8. All Bidders shall include the required information and documents with their Technical bids in the prescribed format as stated in the Bid Document.

9. Bidders shall submit copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
10. The Bid by a partnership firm shall contain the full names and addresses of all partners. It shall be signed in the name of the partnership firm by one of the members of the partnership authorized for the purpose or by an authorized representative followed by the name and designation of the person signing.
11. The copy of the constitution of firm/Partnership with the name of partners duly attested by a notary public and the instrument authorizing the persons to sign on behalf of the firm shall be furnished.
12. All partners shall be jointly and severally liable for the execution of the Contract in accordance with the contract terms.

4. Availability of Documents:

- a. The documents under two cover system, Technical Bid (Pre-Qualification) & Price Bid will be available online on the website www.tntenders.gov.in from 24.07.2023 to 31.07.2023 upto 15.00 hrs (inclusive of both days). The bid document can be downloaded free of cost.
- b. Price Bid Schedule is available along with Technical Bid (Pre-qualification) documents.

5. Earnest Money Deposit:

- 5.1** The amount of EMD is fixed at 1% of the contract value of work put to tender.
- 5.2**
 - a) The earnest money deposit should be submitted in the form of Demand Draft drawn in favour of Block Development Officer(V.Pts.), Tiruvannamalai Block payable at Tiruvannamalai / Small Savings Scripts, Post Office savings A/c or NSC, duly pledged in favour of Block Development Officer(V.Pts.), Tiruvannamalai Block Tiruvannamalai district
 - b) Technical Bid (Pre-Qualification) not accompanied with acceptable Earnest Money Deposit will be rejected as “Non-responsive” Bid.

- c) The Earnest Money Deposit furnished for any other tenders by the tenderers or if any already available with the Block Development Officer(V.Pts.), Tiruvannamalai Block, cannot be considered as an EMD for this tender.
- d) The Earnest Money Deposit of unsuccessful tenderers will be returned after the finalization of tender within a reasonable time consistent with the rules and regulations.
- e) The EMD amount held by Block Development Officer(V.Pts.), Tiruvannamalai Block, till it is returned to the unsuccessful Tenderer and will not earn any interest thereof.
- f) The EMD amount of successful Tenderers will be retained as a part of Security Deposit (SD) for successful execution of the project.
- g) The EMD amount shall be forfeited if,
 - i) The Tenderer withdraws the bid during the period of bid validity specified in the tender (or) after opening of the bid.
 - ii) In the case of the successful Tenderer, if the Tenderer fails to sign the contract (or) after acceptance of the Bid fails to pay the requisite security deposit amount within the specified period of time.
 - iii) Communication to the unsuccessful Tenderers will be sent in 7 (Seven) days time from the date of communication sent to the successful Tenderer. Refund of EMD will be made within 30 (Thirty) days from the date of the receipt of refund vouchers duly stamped and signed from the unsuccessful Tenderer.

6. Cost of Bidding:

The Tenderer shall bear all costs associated with the preparation and submission of its bid and the buyer will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. Language of Two Cover Tender System:

Bids shall be offered only in the prescribed forms in “ENGLISH” only.

8. Documents Comprising the Bid

The Bid submitted by the Tenderers shall be in two parts:

8.1 Part I: This shall be named Technical Qualification Part of Bid and shall comprise of:

Scanned copies of the following documents shall be uploaded on the website www.tntenders.gov.in at the appropriate places.

1. Earnest Money Deposit submitted in the prescribed format as mentioned already above.
2. Copy of PAN card issued by Income Tax Authorities
3. GST details
4. Evidence of access to line of credit.
5. Latest registered partnership deed in case of partnership firm.
6. Annual Turnover Certificate from chartered Accountant for last three financial years.
7. Certificate of registration with DRDA and Block Development Officer(V.Pts.) Panchayat Union.
8. For the proof of turnover, copies of sales tax or income tax assessment orders for the past 3 years attested by a Chartered Accountant or sales tax or income tax Annual returns attested by the Chartered Accountant filed for the last 3 financial years should be enclosed.
9. Proof for having executed similar nature of work. The Tenderer shall enclose proof in the technical bid for having experience in the form of copy of work orders, copy of completion reports, certificate from the competent authority not below the rank of Executive Engineer etc.
10. All the documents related to or required as part of eligibility of Tenderers and/or any other document specified in the Technical Bid.
11. Affidavit regarding correctness of certificates.

8.2 Part II It shall be named, Financial Part of Bid and shall comprise of:

Priced bill of quantities for the item(s) specified in Price Bid.

8.3 Submission of Original documents:

- a. The Tenderers are required to submit, (i) original EMD (as mentioned in above clause 5.1.a) towards the cost of earnest money deposit (ii) original affidavit regarding correctness of information furnished with bid document. These documents should be furnished during the opening of technical qualification part – I of the Bid, either by registered post or by hand, failing which the bids will be declared as non-responsive.

9. Bidding through E-Tendering System – online submission of bids

9.1. The bidding under this contract shall be done through the electronic bid submission in the website www.tntenders.gov.in.

- a) Detailed guidelines for viewing bids and submission of online bids are given on the website
- b) The invitation of Bids for Rate contract for the **Rejunuvation of Puthu Kulam with Desalting Construction of inlet and outlet and Bathing ghat Retraining wall (61.20m) lining wall(90.00m) at Nallanpilaipetral panchayat in Tiruvannamalai Block of Tiruvannamalai District under AGAMT II 2023-24** is published on this website.
- c) Any citizen or prospective tenderer can submit bids online; however, the tenderer is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card /e-token.
- d) The DSC can be obtained from any authorized certifying authority(CA).The following organizations are authorized certifying Authorities under(CA),GOI:
 - i. NIC(for Government Department/undertakings only)

- ii. (n) Code solutions CA(GNFC)
 - iii. Safescrypt
 - iv. TCS
 - v. IDRBT
 - vi. E-Mudhra etc.,
- e) The tenderer should register in the website www.tntenders.gov.in using the relevant option available.
- f) Then the Digital Signature Registration has to be done with the e-token, after logging into the site.
- g) After this, the tenderer can login the site through the secured login by entering the password of the e-token & the user id/password chosen during registration.
- h) After getting the bid schedules, the Tenderer should go through them carefully and then submit the documents as required, otherwise, the bid will be rejected.

9.2 The completed bid comprising of documents indicated in clause 8, should be uploaded in the website given above through e-tendering along with scanned copies of requisite certificates as mentioned in different sections in the bidding document and scanned copy of earnest money deposit in clause 5.

10. Pre-Bid Meeting:

11. Electronic Submission of Bids:

11.1. The tenderer shall submit two separate files through the online system:

- a) Part I, marked as Part I: Technical Qualification Part and
- b) Part II; marked as Part II: Price Bid Part

The contents of the Technical Qualification bid and Price bid shall be as specified in clause 8. All the documents are required to be signed digitally by the tenderer. After electronic online bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.

12. Deadline for submission of Bids

12.1 Complete Bids in two parts as per clause 11 above must be received by the Employer online not later than the date and time indicated in the Bid Data Sheet. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the specified time on the next working day.

12.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 14.3, in which case all rights and obligations of the employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.

13. Clarification on Bidding Documents

The electronic bidding system provides for online clarification. A prospective tenderer requiring any clarification may notify online the authority inviting the bid. The authority inviting bid will respond to any request(s) for clarification received earlier than 10 days prior to the deadline for submission of bids. Description of clarification sought and the response of the authority inviting the bid will be uploaded for information of the public or other tenderers without identifying the source of request for clarification.

14. Amendment of Bidding Documents

14.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the web page of the website www.tntenders.gov.in.in under “Latest Corrigendum” and email notification is also automatically sent to those tenderers who have moved this tender to their “My Tenders” area.

14.2 Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the tenderers who have moved this tender to their “My Tenders” area. In case of any addendum/corrigendum, the system will

automatically send e-mails to all tenderers who have downloaded the bidding document.

14.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 12.2.

15. Late Bids

The electronic bidding system would not allow any late submission of bids after due date & time as per server time.

16. Modifications and withdrawal of Bids:

16.1 Tenderers may modify their bids by uploading their request for modification before the deadline for submission of bids. For bid modification and consequential re-submission, the tenderer is not required to withdraw his bid submitted earlier. The last modified bid submitted by tenderer within the bid submission time shall be considered as the bid. For, this purpose, modifications by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. No tenderer shall be allowed to withdraw the tenders after submitting the tender.

16.2 No bid shall be modified after the deadline of submission of bids.

16.3 Modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in clause 18 may result in the forfeiture of the bid security.

17. Alternative Proposals by Tenderers:

Tenderers shall submit offers that comply with the requirements of the bidding documents, including the basic technical design/specification as indicated in the specifications. Alternatives will not be considered.

18. Validity of Price Tender:

The Price Bid shall be valid for a period of **90 days (Ninety Days)** from the deadline date of submission of bids.

In exceptional circumstances, the Employer/Purchaser may solicit the Tenderers consent for an extension of the period of validity. The request and the responses thereto shall be made in writing.

19. Bid Opening

19.1 The Employer inviting bids or its authorized representatives will open the bids online and this could be viewed by the tenderers also online. In the event of the specified date for the opening of bids being declared a holiday for the Employer, the bids will be opened at the appointed time on the next working day.

19.2 The file containing the Part I of the bid will be opened first.

19.3 In all cases, the amount of EMD and validity of the bid shall be scrutinized. Thereafter, the tenderers name and such other details as the Employer may consider appropriate, will be notified as Part I bid opening summary by the authority inviting bids at the online opening. A separate electronic summary of the opening is generated and kept online.

19.4 The Employer will also prepare minutes of the Bid opening, including the information disclosed in accordance with Clause 19.3 and upload the same for viewing online.

19.5 Evaluation of Part I of bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 8, shall be taken up and completed and a list will be drawn up of the qualified tenderers whose Part II of bids will be eligible for opening.

19.6 The result of evaluation of Part I of the Bids shall be made public on e-procurement following which there will be a period of 5 working days during which any tenderer may submit complaint which shall be considered for resolution before opening of Part II of the bid. Any complaint shall be dealt with in accordance with complaint handling protocol as available on the e-procurement portal, www.tntenders.gov.in.

19.7 The Employer shall inform, the tenderers, who have qualified during evaluation of Part I of bids, of the date, time of online opening of Part II of the bid, if the specified date of opening of financial bid is changed. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

19.8 Part II of bids of only those tenderers, who have qualified in Part I of the bid will be opened online. The tenderers' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be notified online by the Employer at the time of bid opening. Any Bid price, which is not declared and recorded, will not be taken into account in Bid Evaluation.

19.9 The Employer shall prepare the minutes of the online opening of Part II of Bids and upload the same for viewing online.

20. Process to be Confidential

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

21. Clarification of Bids and Contacting the Employer

No Tenderer shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, it shall be done in writing.

Tenderers are requested to read all norms for qualification and evaluation carefully and submit the required credential documents in support of information given by them against these norms so that their evaluation may be carried. In the absence of these documents the bids are liable to be rejected.

22. Examination of Bids and Determination of Responsiveness

22.1 During the detailed evaluation of Part I of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3; (b) has been properly signed; (c) is accompanied by the required EMD; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of Part II of Bids, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications.

22.2 A substantially responsive bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or specification of the Materials; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Tenderers obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive bids.

22.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

23. Evaluation and Comparison of Bids

In determining the lowest evaluated price, the following factors will be considered as per Tamilnadu Transparency in Tender Act 1998 and Rules 2000.

- a. The Price Bid evaluation shall only consider the net rate inclusive of GST, transit insurance, loading, unloading, stacking at site and any such other levies/taxes that may be applicable.
- b. The rates should be quoted in the prescribed form of 'Part B' (price bid). If the rates are not quoted in the 'Part B' (price bid), the tender will be liable to be rejected summarily.
- c. In case of discrepancy between the amount in figures and in words, the lower of the two will be taken up for consideration.

- d. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices. After evaluation of the price analyses, the Employer may require that the amount of the security deposit set forth in Clause 29 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased security deposit shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

23.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any tenderer for providing clarification of his bid, including breakdown of the unit rates within five days from the clarification seeking date. The request for clarification and the response shall be in writing or by cable. If clarification is not provided within the stipulated time period, the bid will be declared non-responsive.

24. Negotiations

Negotiation of rates will be made only with the lowest Tenderer for reducing the quoted rates.

25. Rates and Prices

This is a fixed price contract. Price adjustment clause (to account for rise or fall in the money value during the contract period) is not operable for this contract and the tendered amount should remain "FIRM" during the entire period of contract and **not subject to any escalation whatsoever during the period of execution of contract.**

The entire process of calling for tenders, opening of tenders, processing of tenders and award of contract will be done in accordance with the provisions contained in the Tamil Nadu Transparency in Tender Act, 1998 and the Rules 2000, framed thereon.

26. Award of Contract

The Employer will award the Contract to the Tenderer whose Bid has been determined:

- a) to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Tenderer has been determined to be eligible in accordance with the provisions of Clause 3 and
- b) The Tender Inviting authority has full rights to verify the originality of the documents produced by the Tenderer. If any document is found to be incorrect/forged, the bid will be rejected in the Technical qualification**

27. Employer's Right to accept any Bid and to reject any or all Bids:

The Employer reserves all rights to operate this rate contract as per his discretion. The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Tenderers, In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Tenderers.

In case if the tenderer does not submit the required documents as indicated in clause 9 then the bids shall be rejected.

28. Letter of Acceptance:

After acceptance of the tender, the District Collector/Chairman, DRDA would issue Letter of Acceptance (LOA) only to the Successful Tenderer.

29. Security Deposit:

The successful Bidder shall furnish a Security Deposit in the shape of Demand Draft drawn in favour of Block Development Officer(V.Pts.), Tiruvannamalai Block, / Small Savings Scripts, Post Office savings A/c or NSC duly pledged in favour of the Block Development Officer(V.Pts.), Tiruvannamalai Block, Tiruvannamalai District for **an amount equivalent to 2% of the contract value including the Goods and Services Tax (GST) Amount**" (which includes Earnest Money Deposit already paid) within 15 days from the date of letter of acceptance. If the successful Bidder fails to execute the contract (i.e. sign the agreement) within the aforesaid 15 days time from the date of letter of acceptance, the Earnest Money Deposit amount remitted with the Technical Bid (Pre-Qualification) will be forfeited.

The Security Deposit amount to be released to the contractor 6 months from Completion date.

29.2 The successful tenderer should furnish security deposit of 3% (Three percent) of the contract value (including value of EMD) before executing the agreement

29.3. The Security Deposit shall be valid for a period of 12 months from the date of Agreement including the warranty period

29.4. The security Deposit will be released to the successful tenderer after completion of 6 months from the date of completion of the works. The Security Deposit held by the District Collector/Chairman till it is released to the successful tenderer will not earn any interest thereof.

29.5. Concessions if any granted to standing tenderers on payment of deposits are not applicable to this contract.

29.6. Retention Amount

In addition to the aforesaid security deposit, retention amount shall be deducted from the running account bills, a sum equivalent to 5% (Five Percent) of the total value (including the Goods and Services Tax (GST) Amount for all the running account bill) of each bill as retention money.

Out of the 5% retention amount, 2½ % (Two and half Percent) of the total value of the work so far executed will be released to the contractor on payment of final bill, and in the final bill, the Goods and Services Tax (GST) amount retained in previous payment has to be released to the contractor without interest and the balance 2½ % will be retained for a period of two year for building works, reckoned from the date of completion of the work, as all defects shall have been made good according to the true intent and meaning hereof, whichever shall happen last

30. Execution of Agreement:

a). The successful Tenderer is required to execute an agreement between Block Development Officer(V.Pts.), Tiruvannamalai Block, Tiruvannamalai District for fulfillment of the contract in Rs. 100/- judicial stamp paper within a period of 15

days from the letter of Acceptance. It will be signed by the District Collector after the security deposit is furnished by successful Tenderer. For failure to sign within 15 days, Block Development Officer(V.Pts.), Tiruvannamalai Block, Tiruvannamalai shall have an option either to extend this period for signing the contract or taken any other action as deemed necessary, including calling for re-tenders.

b). The Successful Tenderer shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or corporate body for the execution of the contract or any part thereof.

31. Work Order:

After successful execution of the Agreement and payment of Security Deposit, **“work Order”** for the **Rejuvenation of Puthu Kulam with Desalting Construction of inlet and outlet and Bathing ghat Retraining wall (61.20m) lining wall(90.00m) at Nallanpilaipetral panchayat under AGAMT II 2023-24** will be issued to the successful Tenderer by Block Development Officer(V.Pts.), Tiruvannamalai Block, Tiruvannamalai district.

32. Construction of work:

- a) The successful Tenderer should commence the civil works within 7 days from the date of work order.
- b) The successful Tenderer should complete 25% of value of works within 60 days, 60% of value of works within 120 days and 100% of value of works within 180 days, i.e the entire construction work should be completed within 6 months from the date of issue of Work order.
- c) If the successful Tenderer fails to adhere to any of the above milestones, the District Collector will issue a show-cause notice giving 15 days to the Contractor to improve the progress of the work and shall also impose penalty as indicated in **clause 37b**. At the end of this time limit, the District Collector, reserves the right to pass orders of cancellation or otherwise based on merits.

33. Handing over of site and Execution of Work: The list of works to be constructed will be handed over to the successful bidder after the Letter of acceptance made in

writing. The successful bidder should visit the site and start the preliminary work within 7 days of the receipt of the letter of acceptance.

33.1: The successful bidder shall not make any alteration in addition to or omission from the work as described in the DPR. Any deviation must be carried over only after the prior approval from the concerned authority in writing only with justification. No such deviation from the work described in the tender documents shall be valid unless the same has been specifically confirmed and accepted by the Executive Engineer (R.D) in writing

33.2. Checking and inspection by the Engineer in charge/Overseer shall be done at various stages of work. The materials rejected by the Engineer in charge/Overseer shall be replaced by the successful bidder at his own cost within 15 days of the date of intimation of such rejection.

33.3.If the concerned communication is addressed and posted to the address mentioned in the schedule, it will be deemed to have been served on him at the time when such communication would in the course of ordinary post reach the contractor.

33.4. If there are any corrections or defects are pointed out by the Engineer in charge or his higher officials, on any of the item of work, the same, shall be rectified by the successful bidder at his own cost within the time frame specified by the Engineer in charge.

34. Payment

- a) No advance payment will be made; any offer linked with advance payment is likely to be rejected.
- b) The value of work executed shall be determined, based on measurements by the Engineer.
- c) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

35. Quality control

In the case of material, the specification, quality will also be ensured by inspection by competent authority.

36. Liability period:

Till the expiry of the defect liability period of 5 years after the completion of the contract and handing over, the successful bidder shall be responsible for all damages occurring due to any fault on his part or on the part of his workmen engaged by him. The successful bidder shall replace/repair all defects arising out of faulty materials and workmanship

37. Penalty Clause

a. Forfeiture of EMD/SD: If the successful Tenderer fails to act according to the Tender conditions or withdraws the offer after their tender has been accepted, their EMD/SD will be forfeited by Block Development Officer(V.Pts.), Tiruvannamalai Block.

If the accepted Tenderer fails to remit the SD within the above said period, the EMD remitted by him will be forfeited by Block Development Officer(V.Pts.), Tiruvannamalai Block and their Tender will be held void. Block Development Officer(V.Pts.), Tiruvannamalai Block will have the right to divert the order to other Tenderers.

b. Penalty for delay in Construction

- i. In case if the contractor fails to complete 25% value of work within the stipulated period as specified in clause.32, 1% of the total value of the defaulted quantity will be levied as penalty.
- ii. In case if the contractor fails to complete 60% value of work within the stipulated period as specified in clause.32, 3% of the total value of the defaulted quantity will be levied as penalty.
- iii. In case if the contractor fails to complete 100% value of work within the stipulated period as specified in clause.32,
 - In case of delay beyond the stipulated period of 6 months, 5% of the total value of the defaulted quantity will be levied as penalty.

- In case of delay of more than 30 days beyond the stipulated period of 6 months, the work order will be cancelled, Security deposit shall be forfeited and successful bidder will be black listed. However, as earlier mentioned, the District Collector can cancel the contract if any of the milestones as referred to earlier are not achieved in the intermediate period.

Violation in Terms and Conditions:

For any violation in terms and conditions maximum penalty of blacklisting the Tenderer besides, recovery of cost plus 100% penalty and forfeiture of Security Deposit would be imposed.

38. Extension of Time

If the contractor is unable to complete the project within time period stipulated in clause 32 and seeks an extension in writing to the Tendering Authority, the Tendering Authority may analyze his explanation and if found reasonable may grant extension for a reasonable period

1. Without penalty, if the delay was not due to the contractor (due to events beyond the control of the contractor etc.).
2. With penalty as per the penalty clause, if the delay was due to the contractor.

39. Cancellation of Contract In Part or In Full for Contractor's Default

- a) If the successful tenderer defaults in commencing the work within a reasonable time as may be indicated by the District Collector.
- b) If the successful tenderer fails to complete the work as per the time specified in clause 32.
- c) If sub standard quality materials are used in the construction work.
- d) If the defects pointed out are not rectified within the specified time limit.
- e) Fails to comply with any of the terms and conditions of contract
- f) Any other reason found reasonable by the Employer
- g) If involved in corrupt / fraudulent practices
- h) If after cancellation of the contract, the excess amount if required for the successful completion of the contract shall be recovered from the successful tenderer.

40. Goods & Services Tax (GST) Registration & Addition of GST in Bills:

The Contractor should be required to indicate their GST registration number under the Goods and Services Tax (GST) Act 2017 in the tender form. The Central Goods and Services (CGST) Act 2017, the Integrated Goods and Services (IGST) Act 2017 and the Tamil Nadu Goods and Services (TNGST) Act 2017 have been enacted and enforced from 01.07.2017. Under the new tax regime, GST (comprising CGST, SGST and IGST) on works contracts for Government work was finally notified at 12 percent. As per the Tamil Nadu Goods and Services (TNGST) Act 2017, with effect from 01.07.2017.

For every Bill, 12% of Goods and Services Tax will be paid to the contractor based on the value of work done for Construction by the Employer. After the payment including 12% of Goods and Services Tax (GST), the Contractor need to pay the GST Amount to Government through his GST Registration No. Also the contractor need to submit the Material purchase bill mentioning the name of the work/s in the package and GST No. to the Employer.

In the Final Bill Payment, the contractor should produce the GST paid details for all the materials utilised for construction work and GST paid details of services for the previous payment (ie., GST paid detail for the previous work bill) to the Employer along with Input Tax Credit (ITC) availed at the time of payment of final bill to the employer

41. Condition on Engaging Child Labour

The work contract assigned to the contractor shall be cancelled if they engage child labour in executing works and such contractor will be black listed for three years.

41.1. Labour:

The Contract shall, unless otherwise provided in the contract make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the engineer may prescribe , Showing the staff and the number of the several classes of labour from time to time employed by the contractor on site and such other information as the Engineer may require.

41.2. Compliance with Labour Regulations:

During continuance of the contract, the contractor shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the state or Central Government or local authority and other labour law (including rule), Regulations bye laws that may be passed or notification that may be issued under any labour law in future either by the state or the central government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. If the Employer is caused to pay or reimburse amount as may be necessary to cause or observe, or for non-observance of the provisions stipulate in the notifications /bye laws /Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer Shall have the right to deduct any money due to the contractor including his amount of performance security. The Employer Engineer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The Employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

41.3. Salient Features Of Some Major Labour Laws Applicable To Establishments (The law as current on the date of bid opening will apply)

a. **Workmen Compensation Act 1923:** The Act provides for Compensation in case of injury by accident arising out of and during the course of Employment.

b. **Payment of gratuity Act 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain condition on separation if an Employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

c. **Employee P.F. and Miscellaneous provision Act 1952(since amended):** The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:

(i) Pension or family Pension on retirement or death, as the case may be

(ii) Deposit linked insurance on the death in harness of the worker.

(iii) Payment of P.F. accumulation on retirement / death etc.,

d. **Maternity benefit Act 1951:** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.,

e. **Contract labour (Regulation & abolition) Act 1970 :** The Act Provides for certain welfare measure to be provided by the contractor to contract labour and in case the contractor fails to provide , the same are required to be provided, by the principal employer by law. The principal Employer is required to take certificate of Registration and the contractor is required to take license from the designated officer. The Act is Applicable to the establishment or Contractor of Principal Employer if they employ 20 or more Contract labour.

f. **Minimum wages Act 1948 :** The Employer is supposed to pay not less than the minimum wages fixed by appropriate Government as per provision of the Act if the employment is a scheduled Employment Construction of building, Roads , Runways are scheduled employments.

g. **Payment of wages Act 1936 :** It lays down as to by what date the wages are to paid , when it will be paid and what deduction can be made from the wages of the workers.

h. **Equal Remuneration Act 1979:** The Act provide for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers training and promotion etc.,

i. **Payment of Bonus Act 1965:** The Act is applicable to all establishment employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of Wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/-per month or above upto Rs.3500/-per month shall be worked out by taking wages as

Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five in certain circumstances. Some of state Government has reduced the Employment size from 20 to 10 for the purpose applicability of this Act.

j. **Industrial Disputes Act 1947:** The Act lays down the machinery and procedure for resolution of industrial disputes, in what situation a lock –out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k. **Industrial Employment (Standing Orders) Act 1946:** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the states and central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

l. **Trade Unions Act 1926:** The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m. **Child Labour (Prohibition & Regulation) Act 1986:** The Act prohibits employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction Industry.

n. **Inter – State Migrant workmen s (Regulation of employment & condition of service) Act 1979:** the act is applicable to an establishment which employs five or more inter-state migrant workmen through an intermediary (who has recruited workmen from one state for employment in the establishment situated in another state). The inter - state migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing medical aid, traveling expenses from home up to the establishment and back, etc.,

o. **The building and other construction workers (regulation of employment and conditions of service) Act 1996 and the Cess Act of 1996:** all the establishment who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All Such establishment are required to pay Cess at the rate not exceeding 2% of the cost of construction as may be modified by the government. The employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first – Aid facilities, Ambulance, housing accommodation for workers near the work place etc., The employer to whom the Act applies has to obtain a registration certificate from the registering officer appointed by the government

p. **Factories Act 1948:** The Act lays down the procedure for approval at plans before setting up a factory, health and safety provision, Working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

41.4. Protection of Environment

The contractor shall take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the others resulting from pollution, noise or other cause arising as a consequences of his methods of operation.

During Continuance of the contract, the Contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the state or central government or local authority.

Salient features of some of the major laws that the applicable are given below:

41.5. The Water (Prevention and control of Pollution) Act 1974: This provides for prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. Pollution means such contamination of water or such alteration of the physical, Chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid , gaseous or solid substance into water(whether directly or indirectly)as may , or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial , industrial , agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

41.6. The Air (Prevention and control of Pollution) Act, 1981: This Provides for prevention, control and abatement of air pollution. Air Pollution means the presence in the atmosphere of any air pollution , which means any solid , liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings other living creatures plants or property or environment .

41.7. The environment (Protection) Act 1986: This provides for the protection and improvement of environment and for matter connected therewith, and the prevention of hazards to human being, other living creatures plants and property. Environment includes water, air and land and inter-relationship which exist among and between water, air and land, and human beings, other living creatures, plants micro-organism and property.

41.8. The Public liability Insurance Act 1991: This Provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matter connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

ANNEXURE – III

(This should be enclosed with the Technical Bid)

Letter of Authorisation for signing the Tender document

To
Block Development Officer(V.Pts.),
Tiruvannamalai BLOCK
TIRUVANNAMALAI DISTRICT.

We hereby authorize _____
(Name and Address) to submit a Bid and subsequently negotiate and sign the contract with the employer against Tender Ref.: Roc. No. A13-1/2845/2023 Dt.22-06-2023 We hereby extend our full guarantee for the **Rejunuvation of Puthu Kulam with Desalting Construction of inlet and outlet and Bathing ghat Retraining wall (61.20m)lining wall(90.00m) at Nallanpilaipetral panchayat in Tiruvannamalai Block of Tiruvannamalai District under AGAMT II 2023-24** by the above company against this Tender.

**(Signature for and on behalf of the
Supplier/Company)**

Place:

Date:

Note:-

- a. Competent Authority of the Firm should issue letter of Authority.

- b. Signature of the Authorized person should be attested

ANNEXURE – IV

(This should be enclosed with the Technical Bid)

OTHER DETAILS TO BE FURNISHED BY THE TENDERER

The Tenderer shall furnish the following details without fail.

1	Name of the Tenderer with address, Phone No. and Fax No.	:		
2	Whether tenderer is a registered Contractor			
3	Year of commencement of business	:		
4	Registration No. & Date			
5	a) GST details b) Income Tax PAN No.			
6	Whether copies of references mentioned in the Sl.No.7(above) are enclosed		Yes/No	
7	Annual Turnover of the Tenderer for the last 3 years		Year	Amount Rs.
			2020-21 2021-22 2022-23	
8	Whether as proof of turnover, copies of sales tax or Income tax assessment orders for the past 3 years attested by a Chartered Accountant or sales tax or income tax Annual returns attested by the Chartered Accountant filed for the last 3 financial years are enclosed.		Yes / No	
9	The Tenderer shall enclose proof in the technical bid for having experience in the form of copy of work orders, certificate from the competent authority not below the rank of Executive Engineer etc.		Yes / No	
10	EMD details a) Form of EMD b) Amount c) Instrument No. d) Bank on which instrument drawn			

ANNEXURE “V”

(This should be enclosed with the Technical Bid)

**INFORMATION REGARDING CURRENT LITIGATION / DEBARRING /
EXPELLING OF APPLICANT OR ABANDONMENT OF WORK BY THE APPLICANT**

1. (a) Is the Applicant currently involved in any Arbitration/
Litigation relating to any contract works Yes / No
(b) If Yes, Details thereon
2. (a) Has the Applicant or any of its constituent partners
been Debarred/Expelled by any agency during the
last “Five” years Yes / No
(b) If yes, Details thereon
3. (a) Has the Applicant or any of its constituent Partners
failed to complete, any contract work during the past Yes / No
“Five” years.
(b) If yes, give details thereon

Dated Signature of Applicant with seal

Note: If any information in this Annexure is found to be incorrect or concealed, the Qualification Application will be summarily rejected & price tender will not be opened.

ANNEXURE “VI”

(This should be enclosed with the Technical Bid)

AFFIDAVIT

(To be furnished in a Hundred Rupees Non-Judicial Stamp Paper duly

Certified by Notary Public)

1. I/We the undersigned solemnly declare that all the statements made in the documents, records etc., attached with this application are true and correct to the best of my/our knowledge.
2. I/We the undersigned do hereby certify that neither my/our firm/company nor any of its constituent partners have abandoned any work/works of similar nature and magnitude in India, during the Last “Five” years.
3. I/We the undersigned do hereby certify that any of the contracts awarded to me/us has not been terminated rescinded, due to breach of contract on my/our part, during the last “Five” Years.
4. I/We the undersigned authorize (s) and request any bank/person/firm/corporation/Government Departments to furnish pertinent information deemed necessary and requested by the Additional Collector (Dev.)/ Project Director, District Rural Development Agency, Tiruvannamalai District to verify the statement made by me/us or to assess my/our competence and general reputation.
5. I/We the undersigned, understand(s) that further qualifying information/clarifications on the statement made by me/us may be requested by the Additional Collector (Dev.)/ Project Director, District Rural Development Agency, Tiruvannamalai District and agree(s) to furnish such information/clarification within “SEVEN” Days from the date of receipt of such request from the Project Director, DRDA, Tiruvannamalai District.

Dated Signature of Applicant with Seal:

To be signed by the officer authorized by the Firm/Company to sign on behalf, the Firm/Company with company's seal)

Note: - In case of sole proprietary concern, affidavit should be signed only by the sole proprietor.

(Title of the Officer)

(Title of the firm/Company)

(Date)

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at.....and signed before me on this day of

(Seal)

(Signature of the Notary Public)

ANNEXURE “VII”

(This should be enclosed with the Technical Bid)

UNDER TAKING

Under taking should be furnished in a Hundred Rupees Non-Judicial Stamp paper with the Qualification Application and certified by the Notary Public.

I/We.....
.....the applicant do hereby undertake that I/we will abide by the terms and conditions if any modified by the District Collector in the contract conditions subsequent to submission of Qualification Annexure/price tender or subsequent to execution of the agreement.

Place:

Date: Signature of the applicant with Seal

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at.....and signed before me.....on this day of

Place:

Date: Signature of the Notary Public with Seal

Declaration

I/We.....
.....the applicant do hereby
declare that I/We am/are fully aware of the site/ work area and the job content,
facilities available, availability of materials, prevailing site conditions including law
& order situation etc. before quoting for this tender.

No additional claim shall be entertained in future, on account of non-
acquaintance of the above.

Place:

Date:

Signature of the applicant with Seal

Annexure VIII

Details of similar nature of works executed by the Bidder

NAME OF APPLICANT

Sl. No.	Type and Nature of work	Location Village / Town / Taluk / District / State	Name and designation of the employer / owner	Value of work as per Agreement Rs.	Agreement Number	Actual value of work executed as per final payment
1						
2						
3						
4						

Note:

- 1) The Bidder shall enclose a certificate from the employer concerned not below the rank of the Executive Engineer
- 2) The copy of agreement shall be enclosed indicating the quantum of work executed.