

TENDER ENQUIRY DOCUMENT

FOR

WATERPROOFING

INDIAN DRUGS & PHARMACEUTICALS LIMITED
(A GOVT. OF INDIA UNDERTAKING)
CIN No. U24231HR1961GOI003418

IDP/HYD/Civil/2019-20/01

INDIAN DRUGS & PHARMACEUTICALS LIMITED
(A GOVT. OF INDIA UNDERTAKING)

Balanagar, Hyderabad-500 037
PHONE: 040-23079517/23078147
FAX: 040-23078094
URL: www.idplindia.in
Email: idplhydengg@yahoo.com

TENDER COST- 500/-

SECTION-1 NOTICE INVITING TENDERS (NIT)

Tender Enquiry No.: IDP/HYD/Civil/2019-20/01

Dated: 10.04.2019

1. Sealed Tenders are invited by Manager (Civil), for Civil works, from the reputed parties / eligible contractors having adequate technical and financial back ground as per the terms and conditions of this tender document. Interested parties are requested to submit duly filled tender documents fulfilling eligible criteria in two bids system i.e. Technical Bid and Financial bid specifying clearly on the Covers. Bids shall be submitted on or before 1400 hrs on 30.04.2019 and technical bid will be opened on the same date at 1430 Hrs. Opening of financial bid will be informed later.

SL No	Name of the Work	Approx value in (Rs in lakhs)	EMD (Rs)	Completion period of contract	Last date for submission of the tender
1	Providing waterproofing treatment at NIPER Hostel at IDPL Township. (as per BOQ of Section-5)	11.10	22200/-	30 days	30.04.2019 upto 1400 Hrs

2.

SI No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	12.04.2019 TO 30.04.2019
ii	Place of sale of Tender Enquiry Documents and Venue of Opening of Techno Commercial Tender	Indian Drugs & Pharmaceuticals Limited Old Administration Block. Balanagar, Hyderabad-500 037
iii.	Cost of the Tender Enquiry Document	Rs. 500.00
iv.	Closing date & time for receipt of Tender	1400 Hrs on 30.04.2019
v.	Time and date of opening of Techno-Commercial tenders	1430 Hrs on 30.04.2019

3. Interested tenderers may obtain further information about this tender from the office of Manager (Civil), I.D.P.L, Hyderabad. Tender Enquiry Documents may be purchased on payment of non- refundable **tender fee of Rs. 500/-** per set in the form of cash or account payee Demand Draft/Pay Order/ /Banker's Cheque, drawn on a scheduled bank in India, in favour of "**I.D.P.L, Hyderabad**" payable at Hyderabad.
4. The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals and / or with District Industries Centers or khadi & Village Industries Commission or Khadi & Village Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, registered with for the specific goods/services, as per tender enquiry specification, under single point registration scheme shall be eligible for exemption from paying tender fee. In such case the tenderer should furnish copy of its valid registration details (with DGS&D or NSIC/MSME, as the case may be).
5. Tenderer may also download the tender enquiry documents from the web site www.idplindia.in and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above. If bidder is not exempted, as per above clause, tender without tender fee shall not be considered valid.

6. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at **I.D.P.L, Administration Block, Balanagar, Hyderabad-500037, Andhra Pradesh** on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late tender and rejected. The tenders sent by post/ courier must reach the above said address on or before the closing date & time indicated in Para 2 above, failing which the tenders will be treated as late tender and rejected.
7. In the event of any of the above mentioned dates being declared as a holiday /closed day for I.D.P.L, the tenders will be sold/received/opened on the next working day at the appointed time.
8. The Tender Enquiry Documents are not transferable.
9. All Tenders must be accompanied by EMD as mentioned in Para 1 above. Tenders without EMD shall be rejected.
10. **The site for work is situated at IDPL Township, Hyderabad and is ready for starting the work.**

For and on behalf of Indian Drugs & Pharmaceuticals Ltd (I.D.P.L)

**Manager (Civil)
Administration Block,
Balanagar, Hyderabad-500037,
Telangana
Phone: 040-23079517/23078147**

SECTION-2

PROFILE OF TENDERER

1. Name of the Contractor / Firm :
2. Address & Phone No :
3. E-mail ID and FAX No. :
4. Name of work :
5. Tender Notice No & Date, Item No :
6. Details of DD / Cash paid :
- a. D.D for cost of tender document (if downloaded from website) or Cash receipt for the same to be enclosed :
- b. DD for EMD :
7. Particulars of experience / credentials
- a. Whether all details as per pre-qualification requirements enclosed :
8. P.F.Code No (proof of having Code No. to be enclosed) :
9. ESI Code No (proof of having Code No. to be enclosed) :
10. PAN No with proof (in case not available, proof of having applied with acknowledgement from concerned authorities to be enclosed) :
11. GST No. with proof of allotment to be submitted :
12. Financial turn over during the last three years duly certified by chartered accountant / auditor. :
13. Registration / Reputed contractor details :

Signature of Tenderer

SECTION-3

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

1. Sale of Tender Document:

- i. Tender document can be obtained from account department, Administration Block, I.D.P.L, Hyderabad on payment of Rs. 500/- (Rs. Five Hundreded Only) in form of cash or demand draft in favour of I.D.P.L, Hyderabad payable at Hyderabad, from 10.00 hrs to 16.00 hrs on all working days between 12.04.2019 to 29.04.2019.
- ii. Tender document can also be downloaded from company's website i.e. www.idplindia.in, and cost of tender document shall be paid in form of DD/ banker's cheque/ pay order in favour of I.D.P.L, Hyderabad payable at Hyderabad and must be enclosed to the technical bid.
- iii. The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals and / or with District Industries Centers or khadi & Village Industries Commission or Khadi & Village Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, registered with for the specific goods/services, as per tender enquiry specification, under single point registration scheme shall be eligible for exemption from paying tender fee. In such case the tenderer should furnish copy of its valid registration details (with DGS&D or NSIC/MSME, as the case may be).
- iv. If bidder is not exempted, as per above clause, technical bid without cost of tender/ cash receipt issued by account department for cost of tender, will be liable for rejection.

2. Last date of submission of bid:

- i. Bids, complete in all respect, shall be submitted at Administration Block, I.D.P.L, Balanagar, Hyderabad up to 1400 hrs on 30.04.2019.
- ii. The tender documents can be submitted in person or through courier/ post to reach within the stipulated date and time. IDPL in not responsible for any postal delay.
- iii. The tenderers are to deposit the tenders in the tender box kept for this purpose at **Administration Block, I.D.P.L, Balanagar, Hyderabad-500037, Andhra Pradesh**. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to **Manager (Civil)** or his nominee, **I.D.P.L, Balanagar, Hyderabad-500037, Telangana**.
- iv. The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the Company, the tenders will be received up to the appointed time on the next working day.
- v. A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

3. Opening of bid:

- i. Technical bid will be opened at 1430 hrs on 30.04.2019.
- ii. Date and time for opening of Price Bid shall be informed latter, to parties who qualify in technical evaluation by committee members of I.D.P.L.

- iii. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Company, the tenders will be opened at the appointed time and place on the next working day.
- iv. Authorized representatives of the tenderers, who have submitted tenders on time, may attend the tender opening. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representative's names & signatures and corresponding tenderer's names and addresses.

4. **Earnest Money Deposit:**

- i. EMD amounting Rs 22200/- (Twenty Two Thousand Two Hundred Only) in shape of bank draft from any scheduled bank, in favour of I.D.P.L, Hyderabad payable at Hyderabad, must be attached with the technical bid.

OR

EMD may be furnished in form of bank guarantee (as per format given in Section-4) issued by any scheduled bank in India for Rs 22200/- (Twenty Two Thousand Two Hundred Only). Bank guarantee shall be unconditional and valid for minimum six months from date of opening of technical bid.

- ii. Technical bid without EMD will be liable to rejection.
- iii. The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals and / or with District Industries Centers or khadi & Village Industries Commission or Khadi & Village Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, registered with for the specific goods/services, as per tender enquiry specification, under single point registration scheme shall be eligible for exemption from EMD. In such case the tenderer should furnish copy of its valid registration details (with DGS&D or NSIC/MSME, as the case may be).
- iv. Unsuccessful tenderer's earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- v. Earnest Money is required to protect the Company against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Company. The successful tenderer's earnest money will be forfeited without prejudice to other rights of the Company if it fails to furnish the required performance security within the specified period.

5. **Performance Security:**

- i. Successful tenderer will have to submit performance security cum warranty bond in the form of Demand Draft drawn on any scheduled bank in India or bank guaranty issued by any scheduled bank in India, amounting to 5% of contract value, within 15 days from the date of issue of Letter of Intent/Notification of Award.

- ii. The bank guaranty shall be unconditional and shall be valid for minimum six months after the date of completion of all contractual obligations by the contractor. In the event of any failure/default of the contractor, with or without quantifiable loss to the Company, the amount of the performance security is liable to be forfeited.
- iii. Performance security shall be returned to the party after successfully completion of work and shall bear no interest.

6. **Eligibility Criteria:**

- i. Average annual financial turnover during the last three years, ending 31st march of the previous financial year, should be at least 30% of the tender value.
- ii. Experience having successfully completed similar works during last 7 years, ending previous month of this tender notice shall be one of the following.
 - a. Three completed works costing each not less than the amount equal to 40% of the estimated cost.

OR
 - b. Two completed works costing each not less than the amount equal to 50% of the estimated cost.

OR
 - c. One completed work costing not less than the amount equal to 80% of the estimated cost.

Similar work means:- Experience in Civil construction/maintenance/ Water proofing treatment/renovation of all types of civil works other than housekeeping, support services works.

7. **List of documents:**

- i. Technical bid should consist of following documents:-
 - a) Tender document duly signed and stamped on each page by authorised signatory, as token of acceptance of term & conditions.
 - b) Profile of Tenderer (Section-2).
 - c) Cash receipt issued by account department of IDPL Hyderabad for cost of tender or DD of Rs.500/- from any scheduled bank, in favour of I.D.P.L, Hyderabad payable at Hyderabad (in case tender document is downloaded from website/CPP Portal).
 - d) EMD as mentioned in clause 4 (i) above.
 - e) Power of Attorney/Authorisation in favour of signatory of documents.
 - f) Balance sheet and income tax returns for financial year 2015-16, 2016-17 & 2017-18.
 - g) Copy of work order (with complete schedule) and work completion certificate for same, to prove eligibility as per clause no 6 (ii) mentioned above.
 - h) ESI code no. with proof of allotment to be submitted.
 - i) P.F. Code no. with proof of allotment is to be submitted
 - j) Copy of PAN Card.
 - k) GST No with proof of allotment.

ALL THESE DOCUMENTS MUST BE SIGNED AND STAMPED BY AUTHORISED PERSON AND SUBMITTED ALONG WITH TECHNICAL BID.

- ii. Price bid should consist of party's quoted rates in Section-5 of this tender document, duly signed and stamped by authorised person.

N.B.

- a. All pages of the Tender should be page numbered and indexed.
- b. It is the responsibility of tenderer to go through the tender document to ensure furnishing all required documents in addition to above, if any.
- c. The authorized signatory of the tenderer must sign and stamp on all the pages of the tender.
- d. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- e. Tender sent by fax/telex/cable/electronically shall be ignored.

8. Prices

- i. Prices quoted by the tenderer shall remain firm and fixed during the currency of the contract. Offer with price variation clause will be rejected.
- ii. The Tenderer shall indicate on the Price Schedule provided under Section-5 all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If the contractor has not quoted the rate for any item(s), it is considered as incomplete tender and tender cannot be accepted.
- iii. Rates quoted should include all (charges towards Transportation, Insurance, Loading/ Unloading and other local costs incidental to delivery of the goods/services to their final destination), except GST.
- iv. GST details (GST registration no., HSN code etc) is to be mentioned in invoice, failing which amount equal to GST charged by supplier in its bill may be withheld at the time of payment.

9. Tender currencies

The tenderer shall quote only in Indian Rupees.

10. Tender Validity

- i. The tenders shall remain valid for acceptance for a period of 90 days (Ninety days) after the date of opening of techno-commercial bidders. **Any tender valid for a shorter period shall be treated as unresponsive and rejected.**
- ii. In exceptional cases, the tenderers may be requested by the Company to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ email followed by surface mail. The tenderers are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.
- iii. In case the day up to which the tender is to remain valid falls on/ subsequently declared a holiday for the Company, the tender validity shall automatically be extended up to the next working day.

11. Tenderer to be conversant with the documents

The tenderer is expected to read all the documents hereof and be conversant with the contents and when tenders are signed it will be understood and inferred that all the documents have been read and understood. Any difficulty experienced in interpreting the documents may be communicated to the Company in writing, and, should any written clarification be required it will be made available by them to all tenderers. No extra cost will be entertained because of the tenderers mistakes, ignorance or misinterpretation of tender document.

12. **Acceptance**

Promptly after opening of tenders, the Company will undertake a detailed study and appraisal of the tenders submitted. The Company does not bind itself to award the Contract to the lowest or to any tenderer but will take into careful consideration the tenderer's price and such other factors as are deemed to be applicable for awarding the contract.

13. **Rights**

- i. The Company reserves the right to re-call the tender or, reject any or all tenders and to waive any formalities in the tenders received (such as deviation in the use and presentation of the specified tender documents and forms), if it appears to be in his best interest to do so.
- ii. The Company reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted without incurring any liability, whatsoever to the affected tenderer.
- iii. At the time of awarding the contract, the Company reserves the right to increase or decrease the quantity of goods and services mentioned in the schedule without any change in the unit price and other terms & conditions quoted by the tenderer.
- iv. If the quantity has not been increased at the time of the awarding the contract, the Company reserves the right to increase the quantity of goods and services mentioned in the contract without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

14. **Labour Laws.**

The contractor/firm shall, in relation to the works executed under this contract, strictly comply with the provisions of all current labour laws and statutory amendments or additions thereof and any regulation or orders made there under affecting the works. Liabilities towards labourer i.e. PF ESI, and other liability under any law shall be of the contractor/firm.

15. **Terms and Mode of Payment**

- i. Payment for 70% of running bill value shall be made, within 15 days of submitting bill, subject to recoveries, if any, by way of liquidated damages or any other charges against running bill submitted by the party on monthly basis after due verification and certification by the engineer in charge.
- ii. Payment for balance 30% of running bill value shall be made along with the final bill, within 15 days from submitting final bill, after completing all contractual obligations and after due verification and certification by the engineer in charge.
- iii. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Contractor/firm at rates as notified from time to time.
- iv. The contractor/firm shall send its claim for payment in writing to consignee, when contractually due, along with relevant documents etc., duly signed with date.
- v. While claiming payment, the contractor/firm is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor/firm for claiming that payment has been fulfilled as required under the contract.
- vi. GST details (GST registration no., HSN code etc) is to be mentioned in invoice, failing which amount equal to GST charged by supplier in its bill may be withheld at the time of payment.
- vii. The agency shall submit proper document evidencing the payment of applicable Tax / Duty based on which IDPL can avail credit. Otherwise the payment to the contractor will be reduced to that extent.

- viii. The contractor/firm is responsible for all the statutory requirements & documentations for ESI / PF etc as per prevailing Government Rules / Labour Rules. Any amount payable by IDPL on account of these requirements shall be recovered from contractors' bills / deposits.

16. **Delays and extension of time**

If in the opinion of the Company the works are delayed or are expected to be delayed because of any of the following reasons, the completion period may be extended by such period as may be mutually agreed upon:

- i. Force majeure
- ii. Reason of any exceptionally inclement weather (if acceptable to the Company)
- iii. By the work's or delays of other contractors or tradesman engaged or nominated by the Company and not referred to in the Schedule of Quantities and / or specifications.
- iv. By reason of civil commotion, local combination of workmen or strike or lockout affecting any of the works / trades.
- v. By reason of Company instructions.
- vi. If and whenever it becomes reasonably apparent to the Contractor that the progress of work is being, or is likely to be delayed, due to reasons not attributable to them, they shall forthwith give written notice to the Company explaining the circumstances including the cause(s) of such delay. Where the cause(s) of delay refers to any agency other than the Contractor, a copy of such notice shall be sent to them also.

17. **Penalty / damages for delay**

If the contractor / firm fails to execute the work, as mentioned in schedule of the work order, within the stipulated time mentioned in clause no 1 of (NIT), or within such extensions that may be granted to him pursuant to Clause 16 above, then the Company will be at liberty to deduct from the Contractor's bills, by way of penalty a sum equivalent to 0.5% of the value of the contract for each week's delay subject to a maximum of 10% of the value of the contract. The Company may without prejudice to any other method of recovery deduct the amount of such damages from moneys in its hands, due to or which may become due from his obligation to services provided or from any other of his obligation and liabilities under the Contract.

18. **Amendments to tender document**

- i. At any time prior to the deadline for submission of tenders, the Company may, for any reason deemed fit by it, modify the tender document by issuing suitable amendment(s)/corrigendum(s) to it. **The same shall be published in the Company's websites only.**
- ii. Such an amendment will be notified in writing by fax/email, followed by copy of the same by registered post/speed post to all prospective tenderers, who have received the tender document from Company's office and will be binding on them. Contractors/firms who download tender document from website/ CPP Portal shall check company's website for any amendment(s)/corrigendum(s) before submitting their bids.
- iii. In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the Company may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

19. **Minor Infirmary/Irregularity/Non-Conformity**

If during the preliminary examination, the Company find any minor informality and/or irregularity and/or non-conformity in a tender, the Company may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the Company will convey its observation on such "minor" issues to the tenderer by registered/speed post etc. asking

the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

20. **Discrepancies in Prices**

- i. If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Company feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- ii. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected.
- iii. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 20.1 and 20.2 above.
- iv. If, as per the judgment of the Company, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by speed post. If the tenderer does not agree to the observation of the Company, the tender is liable to be ignored.

21. **Contacting the Company**

- i. From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the Company for any reason relating to tender enquiry and/or its bid, it should do so only in writing.
- ii. In case a tenderer attempts to influence the Company in the Company's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the Company.

22. **Notification of Award**

- i. Before expiry of the tender validity period, the Company will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the Company, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the Company the required performance security within 15 (fifteen) days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled.
- ii. The Notification of Award shall constitute the conclusion of the Contract.

23. **Issue of Contract**

- i. Promptly after notification of award, the Company will mail the contract agreement duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- ii. Within fifteen days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Company by registered / speed post, failing which the EMD will be forfeited and the award will be cancelled.

24. **Non-receipt of Performance Security and Contract by the Company**

Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed, within the stipulated period, shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Company against it by termination of contract.

25. **Corrupt or Fraudulent Practices**

It is required by all concerned to observe the highest standard of ethics during the tender process and execution of contract. In pursuance of this policy, the Company: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the tender process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a tender process or the execution of a contract to the detriment of the Company, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Company if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

26. **Termination for default**

- i. The Company, without prejudice to any other contractual rights and remedies available to it (the Company), may, by written notice of default sent to the contractor/firm, terminate the contract in whole or in part, if the contractor/firm fails to deliver any or all services or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Company.
- ii. In the event of the Company terminates the contract in whole or in part, pursuant to clause 26(i) above, the Company may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the contractor/firm shall be liable to the Company for the extra expenditure, if any, incurred by the Company for arranging such services.
- iii. Unless otherwise instructed by the Company, the contractor/firm shall continue to perform the contract to the extent not terminated.

27. **Termination for insolvency**

If the contractor/firm becomes bankrupt or otherwise insolvent, the Company reserves the right to terminate the contract at any time, by serving written notice to the contractor/firm without any compensation, whatsoever, to the contractor/firm, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Company.

28. **Force Majeure**

- i. For purposes of this clause, Force Majeure means an event beyond the control of the contractor/firm and not involving the contractor’s/firm’s fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Company either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- ii. If a Force Majeure situation arises, the contractor/firm shall promptly notify the Company in writing of such conditions and the cause thereof within twenty-one days of

occurrence of such event. Unless otherwise directed by the Company in writing, the contractor/firm shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- iii. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- iv. In case due to a Force Majeure event the Company is unable to fulfill its contractual commitment and responsibility, the Company will notify the contractor/firm accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

29. **Termination for convenience**

- i. The Company reserves the right to terminate the contract, in whole or in part for its (Company's) convenience, by serving written notice on the contractor/firm at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Company. The notice shall also indicate interalia, the extent to which the contractor's/firm's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- ii. The goods and services that are complete and ready in terms of the contract for delivery and performance within thirty days after the contractor's/firm's receipt of the notice of termination shall be accepted by the Company following the contract terms, conditions and prices. For the remaining goods and services, the Company may decide:
 - a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
 - b) To cancel the remaining portion of the goods and services and compensate the contractor/firm by paying an agreed amount for the cost incurred by the contractor/firm towards the remaining portion of the goods and services.

30. **Resolution of disputes**

- i. If dispute or difference of any kind shall arise between the Company and the contractor/firm in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- ii. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works, whether during the progress of the works or after their completion and whether before or after the determination or breach of the contract, shall be referred to Chairman & Managing Director of I.D.P.L and his decision/ award shall be binding on both the parties.
- iii. Any dispute arising out in this connection will be subject to Hyderabad Jurisdiction only.

31. **Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

32. **General/ Miscellaneous Clauses**

- i. The contractor/firm shall notify the Company of any material change would impact on performance of its obligations under this Contract.
- ii. The contractor/firm shall, at all times, indemnify and keep indemnified the Company against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third

- party resulting from or by any action, omission or operation conducted by or on behalf of the contractor/firm/its associate/affiliate etc.
- iii. All claims regarding indemnity shall survive the termination or expiry of the contract.
 - iv. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
 - v. The contractor will have to compensate / make good to any damages of the company property / equipment.
 - vi. The Contractor/firm shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract to anybody else, except with the Company's prior written permission.
33. **Bids should be submitted in sealed envelopes as mentioned below:**
- i. **Cover (A)**
Sealed envelope consisting of all the documents mentioned in clause no. 7(i) of Section - 3. All the documents should be self attested and stamped by authorised person. Cover should be superscripted as "**COVER-A**" "**Tender no. IDPL/HYD/Civil/2019-20/01 dt. 10.04.2019**" "**Technical Bid**".
 - ii. **Cover (B)**
Sealed envelope consisting of Price Bid, duly signed and stamped by authorised person, in price schedule format of Section-5 of this tender document. Cover should be superscripted as "**COVER-B**" "**Tender no IDPL/HYD/Civil/2019-20/01 dt. 10.04.2019**" "**Price Bid**".
 - iii. **Cover (C)**
Common sealed envelope consisting of Cover-A and Cover-B. Cover should be superscripted as "**COVER-C**" "**IDPL/HYD/Civil/2019-20/01 dt. 10.04.2019**" .
34. **This Tender Document shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender, by the Accepting Authority, shall, sign the contract within 15 (fifteen) days from the date of letter of intent/work order.**
35. **VISIT TO SITE**
Tenderers are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (as far as practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions of the tender.

SECTION – 4

BANK GUARANTEE FORM FOR EMD

Whereas (bidders name & address) (hereinafter called the “Tenderer”) has submitted its quotation dated _____ for execution of civil work against the Company’s tender enquiry No.IDP/HYD/Civil/2019-20/01. Know all persons by these presents that we _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto M/s Indian Drugs & Pharmaceuticals Ltd(hereinafter called the “Company) in the sum of 22200/- (Rs Twenty Two Thousand Two Hundered Only) for which payment will and truly to be made to the said Company, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20__.

The conditions of this obligation are:

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Company during the period of its validity: -
 - a. fails or refuses to furnish the performance security for the due performance of the contract.
or
 - b) fails or refuses to accept/execute the contract.
or
 - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Company up to the above amount upon receipt of its first written demand, without the Company having to substantiate its demand, provided that in its demand the Company will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of sixty days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of
the Bank)

Name and designation of the
officer(s)

Seal, name & address of the Bank and address of
the Branch

SECTION – 5

Bill of Quantity

Name of work:- Providing waterproofing treatment at NIPER Hostel at IDPL Township

S No	Quantity	Description of item of work	unit	Rate	Amount
1	2700 Sqm	Providing and laying APP (Atactic Polypropylene Polymer) modified prefabricated five layer, 3 mm thick water proofing membrane, black finished reinforced with glass fibre matt consisting of a coat of bitumen primer for bitumen membrane @ 0.40 litre/sqm by the same membrane manufactured of density at 25°C, 0.87 - 0.89 kg/litre and viscosity 70 - 160 cps. Over the primer coat the layer of membrane shall be laid using butane torch and sealing all joints etc., and preparing the surface complete. The vital physical and chemical parameters of the membrane shall be as under : Joint strength in longitudinal and transverse direction at 23°C as 350/300 N/ 5 cm. Tear strength in longitudinal and transverse direction as 60/80N. Softening point of membrane not less than 150°C. Cold flexibility shall be upto - 2°C when tested in accordance with ASTM, D - 5147. The laying of membrane shall be got done through the authorised applicator of the manufacturer of membrane :	Sqm		
2		GST			
3		Total (1+2)			

Rates quoted shall be inclusive of all, except GST, necessary to fulfill all contractual obligations under this contract. GST is to be mentioned separately at space mentioned in above format.

Quoted rate should only be in sealed envelope i.e. cover-B. Price bid kept in open condition will result in disqualification of bid