

# **TENDER**

**TENDER FOR SUPPLY INSTALLATION (LAYING), TESTING AND  
COMMISSIONING OF HT POWER CABLE AT TITALIKHET,  
NEAR RANIKHET IN ALMORA DISTRICT**



Uttarakhand Forest Resource Management Project  
49, I.T. Park, Dehradun – 248001  
Phone: 0135- 2796200, Mob: 9958161109

## **I N D E X**

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## UTTARAKHAND FOREST RESOURCE MANAGEMENT PROJECT

Address: 49, I.T. Park, Sahasradhara Road, Dehradun-248001  
Phone: 0135-2796200, E-mail: cpdufrmp@gmail.com.

### NOTICE INVITING SHORT TENDER

#### 1.0 TENDER DETAILS

UFRMP invites Item rate tender in two bid system from experienced and eligible Contractors for **“Tender for supply, installation (Laying) Testing and commissioning of HT Power Cable at Titalikhet near Ranikhet in Almora District”** as per information provided in the table below:

Tendering Document No.	<b>TCP (Titalikhet-2)</b>
Name of the Work	<b>“Tender for supply, installation (Laying) Testing and commissioning of HT Power Cable at Titalikhet near Ranikhet in Almora District”</b>
Brief Scope of Work	<b>“11 KV HT Cable”</b>
Estimated Cost	<b>Rs.1,13,39,620.00</b> (Rupees One Crore Thirteen Lac Thirty Nine Thousand Six Hundred Twenty only)
Period for completion	<b>20 days (Twenty Days)</b>
Earnest Money Deposit @ 2% of Estimated Cost	<b>EMD of Rs. 2,28,000.00 (Rupees Two Lac Twenty-Eight Thousand Only)</b> in the form of Demand Draft in favor of <b>“Uttarakhand Forest Resource Management Project”</b> . payable at Dehradun.
Non-refundable cost of Tender document	NIL
Place, last date & time of submission of Tender	49, IT Park, Dehradun 10.07.2025 before 5.00 PM
Date & Time of Opening of Bids	13.03.2025 at 11.00 AM
Validity of offer	30 days from the date of opening of tender.
Pre-Bid queries	For any other query, please contact Jay Kumar Sharma <b>Contact no. 9958161109</b>

The tender document can be download from the website [www.jicauttarakhand.org](http://www.jicauttarakhand.org). Tender fees and EMD is to be submitted in the form and manner described in table above failing which tender will be summarily rejected.

## **2.0 MINIMUM ELIGIBILITY CRITERIA**

### **A. Technical**

The interested bidders should meet the following minimum qualifying criteria:

#### **Work Experience:**

- i) The bidding firm must have an experience of executing similar works as defined and the firm must have successfully completed similar works during the last 3 years ending initial stipulated last date of submission of tenders as per NIT:**
  - a. Three similar works each costing not less than 40% of the estimated cost put to tender  
or
  - b. Two similar works each costing not less than 50% of the estimated cost put to tender  
or
  - c. One similar work costing not less than 80% of the estimated cost.

**“Similar works” shall mean “Power Cable installation work”.**

### **B. Financial:**

- i) The Average annual financial turnover for last 3 years shall be at least 100% of the estimated cost put to tender.
- ii) Net Worth of the company /firm as on last day of preceding financial year, should be positive.
- iii) The Bidder should at least have earned profit in minimum one year in the available last five consecutive balance sheets.

### **C. Other Eligibility:**

- (i) The Tenderer should not be barred, black-listed from any Government/ Semi-Government Organization.
- (ii) The Bidder should be a registered Contractor for a State or Central Government agency OR must have experience of similar work in a Government/Semi-Government Organization in the category qualifying to do works equivalent or more than the amount mentioned in the NIT.

## **3.0 DETAILS TO BE SUBMITTED BY THE TENDERER:**

**The proposal is required to be submitted sealed envelope, super-scribed “Tender for supply, installation (Laying) Testing and commissioning of HT Cable at Titalikhet near Ranikhet in Almora District”**

**The envelope must contain the following**

- a) Cover Letter as per Form F-1
- b) Rates in the prescribed format form F-2
- c) Details of Work Experience Certificates in Form A
- d) Financial Details (including ITRs and Balance sheets) for last 3 years as per Form B.

- e) Documents regarding Net Worth of the Company Firm certified by CA with signatures and registration no. of CA.
  - f) Affidavit duly notarized by Notary Public on Non-judicial Stamp Paper of Rs.100 for correctness of Documents/Information as per Form E.
  - g) GST details as per Form F.
  - h) Power of Attorney of the person authorized to sign/submit the tender as per Form G.
  - i) Copy of GST registration, EPF registration, PAN No.
- **Bidders must attach the true copies of all the documents supporting above formats.**

#### **4.0 EARNEST MONEY DEPOSIT**

Earnest Money Deposit of amount mentioned in “NIT of Tender” required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in NIT in favour of **“Uttarakhand Forest Resource Management Project”** payable at **Dehradun** from any scheduled bank.

The EMD shall be valid for a minimum period of 60 (Sixty) days from the original last day of submission of bid as per NIT.

The EMD shall be payable to UFRMP without any condition(s), resource or reservations. Please note the following:

- The Bid will be rejected by UFRMP as non-responsive and shall not be considered in case EMD is not received in physical form.
- The EMD of bidders other than Successful tenderer shall be returned within 15 days, after opening of Financial Bid.
- The EMD of the successful consultant will be discharged on signing of the agreement and deposit of the Bid Security fee to UFRMP. The successful tenderer must deposit Bid Security @ 5% of the finalized cost of the project in to form of FD / Bank Guarantee in the favor of **“Uttarakhand Forest Resource Management Project”** within 07 days of the issuance of LOI by UFRMP.
- If the bidder fails to deposit the Bid Security amount within the stipulated time period, the EMD of the successful bidder shall be forfeited. In such cases UFRMP may offer the works to the other bidders or call for fresh tender.
- The Bid Security Fee shall be returned to the successful tenderer on completion of the **Defect Liability Period (DLP)**.

The intending tenderer must read the terms and conditions of UFRMP-JICA carefully. The applicant should only submit his tender if the organization is eligible and meets the defined criteria. Information and Instructions for Tenderers posted on Website(s) shall form part of Tender Document.

#### **5.0 SITE VISIT**

The bidder at his own responsibility, expenses and risk, is encouraged to visit and examine the Site(s) of Project/Work(s) and its/their surroundings and obtain all information (including that on the risks, contingencies and other circumstances which may affect or influence the bid) that may be necessary for preparing the Bid and entering into a contract. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

## **6.0 TENDER OPENING AND AWARD OF WORKS**

- Bids shall be opened and checked for all participating Tenderers (on the scheduled time). Submission of all Documents, Payment of Tendering Fees, Meeting Eligibility Criteria, etc.
- The competent authority will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price.

## **7.0 GENERAL INFORMATION**

- I. The tenderers are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
- II. The bidders are advised to submit complete details with their bids as Technical Bid Evaluation will be done on the basis of documents submitted by the bidders with the bids. The information should be submitted in the prescribed proforma. Bids with Incomplete /Ambiguous information will be rejected.
- III. The bidders are advised in their own interest to submit their bid documents well in advance from last date/time of submission of bids so as to avoid problems which the bidders may face in submission at last moment /during rush hours.
- IV. The past experience in similar nature of work should be supported by certificates issued by the client's organization. UFRMP has the right to verify any of these certificates whenever required.
- V. On opening date, the tenderer can be present to see the Tender Opening Process.
- VI. Tenderer should submit the Tender documents in Hard Copy (1 original and 4 copies).
- VII. If the tenderer is found ineligible after opening of tenders, his tender shall become invalid, and cost of tender document and processing fee shall not be refunded.
- VIII. If any discrepancy is noticed between the documents at any later stage, cost of tender document and processing fee shall not be refunded.
- IX. Notwithstanding anything stated above, UFRMP reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in the overall interest of UFRMP. In case, tenderer's capabilities and capacities are not found satisfactory, UFRMP reserves the right to reject the tender.
- X. **Certificate of Financial Turnover**: At the time of submission of tender, the tenderer shall submit Affidavit/Certificate from Chartered Accountant mentioning Audited Financial Turnover of last 3 years. There is no need to submit entire voluminous balance sheet. However, one page of summarized Balance Sheet (Audited) and one page of summarized Profit & Loss Account (Audited) for last 03 years shall be uploaded and submitted in hard copy also.

- XI. In case of Item Rate Tender, price shall be entered against each item in the Bill of Quantities / Schedule of Quantities. The sum total shall be also quoted in figures.
- XII. The tenderer(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications **within 7 days** from the date of submitting time. Technical Bids are to be opened on the scheduled dates. Requests for Extension of opening of Technical Bids will not be entertained.
- XIII. No Clarification will be sought in case of non-submission of Cost of tender document or EMD of requisite amount or Affidavit for correctness of document/information. In such cases the bid shall be rejected out rightly without seeking any further clarification/document.
- XIV. All the submitted documents must be duly signed by Tenderer/ authorized representative.
- XV. UFRMP reserves the right to reject any or all tenders or cancel/withdraw the invitation for bid without assigning any reasons whatsoever thereof. UFRMP does not bind itself to accept lowest tender. The UFRMP reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The bidder is bound to accept the portion of work as offered by UFRMP after splitting up at the quoted/ negotiated rates. No claim of the contractor whatsoever shall be entertained by UFRMP on this account.
- XVI. For all scheduled BOQ items, the nomenclature/rates/unit of applicable DSR items shall be applicable. In case, any ambiguity is observed in scheduled BOQ items, nomenclature, unit, and rate of relevant DSR item will hold good.
- XVII. Canvassing in connection with the tender is strictly prohibited, and such canvassed tenders submitted by the contractor will be liable to be rejected and his earnest money shall be absolutely forfeited.
- XVIII. For site related queries, please contact Chief Engineer (TCP), 49, IT Park, Sahstradhara road, Dehradun- 248 001 contact no. 9958161109.

**XXX**

## GENERAL CONDITIONS

### 1. Definitions

Terms which are defined in the Contract Document other than those defined hereunder shall keep their respective meanings as defined therein.

- i. The **Contract** means the legally binding written agreement including all the attachments and information signed between the Employer and the Contractor herein, to execute & complete the works in a specified time and thereafter to maintain them during the defect liability period specified therein.
- ii. **Bill of Quantities (BOQ)** means the priced and completed Bill of Quantities forming part of the Contract.
- iii. The **Completion Date** is the actual date of completion of the Works as certified by the Employer in accordance with relevant sub-clauses below.
- iv. The **Contractor** is proprietorship firm whose bid has been accepted by the Employer to carry out the Works, as specified in this contract.
- v. The **Contract Price** is the price stated in the Contract and thereafter as adjusted in accordance with the provisions of the Contract.
- vi. **Days** are calendar days; **months** are calendar months and **years** are calendar years.
- vii. A **Defect** is any part of the Works not completed in accordance with the Contract.
- viii. The **Defects Liability Period** is the period specified in the Contract and calculated from the Completion Date.
- ix. The **Employer** is the authority named in the Contract (or any other competent authority working under him, authorized and notified to the contractor) who will employ the Contractor to execute this Contract.
- x. The **Employer's Representatives** are the persons specified in the Special Conditions of the Contract (SCC).
- xi. **Equipment** is the Contractor's machinery (including Tools & Plants) and vehicles brought temporarily to the site for proper execution of works.
- xii. GCC means the General Conditions of Contract.
- xiii. The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract. The Intended Completion Date may be revised/ extended only by the competent authority by issuing an official letter specifying the extension of Contract.

- xiv. **Materials** are all supplies, including consumables, intended to be used and brought to site / site store, including their quantity actually consumed, by the Contractor in the Works.
- xv. **Party** means the Employer or the Contractor, as the case may be, and “Parties” means both of them.
- xvi. **Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
- xvii. The **Site** is the project area as defined in the Contract.
- xviii. **Specifications** mean the Specifications of the Works included in the Contract and any modifications or additions made/approved by the Employer for proper execution and completion of works.
- xix. The **Start Date** is the date when the Contractor is required to commence the execution of contracted works.
- xx. “**Third Party**”, means any person or entity other than the Employer and the Contractor.
- xxi. A **Variation** is the difference in quantities of works resultant to any instructions duly given by the Employer either in writing or verbally which varies from the Works as specified in BOQ.
- xxii. **Compensation Events** is the situation which would prevent works to be completed on or before the Intended Date of Completion except the conditions under Force Majeure.

## 2. Interpretation

In interpreting these General Conditions of Contract, singular also means plural, male also means female or neutral, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

## 3. Subcontracting

Subcontracting of works is not allowed in this contract.

## 4. Personnel

The Contractor shall employ their own key personnel and required machinery for the work at no extra cost. The cost of resources is considered included in the tender cost.

If the Employer ask the Contractor to remove a person who is a member of the Contractor’s staff or his work-force stating the reasons, the Contractor shall ensure that the person leaves the Site immediately and has no further connection with the work in the Contract.

## 5. Force Majeure

- (i) For the purpose of this Contract “Force Majeure” means an event which is beyond the reasonable control of Employer or Contractor, is not foreseeable, is unavoidable, and which makes performance and its obligations hereunder impossible or so impractical, as reasonable to be

considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.

- (ii) Force Majeure shall not include (a) any event which is caused by the negligence or intentional action of Employer or Contractor, (b) any event which through diligence could reasonably have been expected to take into account at the time of the conclusion of this contract, avoid or overcome in the carrying out of its obligations hereunder.
- (iii) Force Majeure shall not include insufficiency of funds or failure to make payment required.

## **6. Employer's / Contractor's Obligations and Liquidated Damages**

The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

### **6 (i) Employer's Risks**

The Employer is responsible for the expected risks which are specified below:

- (a) the risks mentioned under force majeure in so far as they directly affect the execution of the Works,  
or
- (b) a cause due, solely, to the design of the Works, other than the Contractor's design, or
- (c) dispute by villagers on land / source / alignment etc., or
- (d) non-availability of funds, or

### **6 (ii) Contractor's Risks**

All risks of loss of, or damage to,

- (a) the risks mentioned under force majeure in so far as they directly affect the execution of the Works,  
or
- (b) Physical property (either pertaining to the Contracted Works or to the Employer or any Third Party)
- (c) Personal injury or death (of Contractor's staff / member of work-force or the Employer's staff or any Third Party) which arise during and in consequence of the performance of the Contract,

The risks mentioned at (b) and (c) above are the responsibility of the Contractor.

### **6 (iii) Liquidated Damages**

The Contractor shall pay liquidated damages to the Employer at the rate per week stated in the Contract for each week that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract document). The total amount of liquidated damages shall not exceed the amount defined in the Contract. The Employer may deduct liquidated damages from payments due to the Contractor. Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the contractor from his obligation to complete the work as per agreed construction program and milestones or from any other of the contractor's obligations and liabilities under the contract.

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

## **7. Release from Performance**

If the contract is frustrated by the events which come under force majeure or any other event entirely outside the control of either the Employer or the contractor, the Employer shall certify that the contract has been frustrated. The contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

## **8. Insurance**

The Contractor, at his own cost shall provide, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles for the following events which are related to the Employer's risks and Contractor's risks:

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) personal injury or death.

## **9. 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 public or others resulting from pollution, noise or other undesirable causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall, at all times, abide 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 the local authority.

## **10. The Works to Be Completed by the Intended Completion Date**

The Contractor shall make all efforts to commence the execution of the works on the Start Date and shall carry out the Works in accordance with the schedule given by the Contractor and duly approved by the Employer. This program shall invariably be within the framework of the mile-stones prescribed in Contract, in order that all the works are completed in all respect by the Intended Completion Date.

## **11. Approval by the Employer**

- The Contractor shall get approved drawings from the Employer. All the Specifications and site plan shall be approved by the Employer.
- The Contractor shall solely be responsible for safety of all materials / machinery / equipment's etc. stored / placed for this purpose and all residing / handling personnel.

- The Employer's approval shall not relieve the Contractor of his responsibility of proper design and safety of the Temporary Works.

## **12. Safety**

The Contractor shall be responsible for the safety in all activities on the site.

## **13. Access to the Site**

The Contractor shall allow the Employer and any person authorized by the Employer, access to the Site or to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plants are being installed/ manufactured / fabricated / assembled / stored for the works.

## **14. Contractor's Records**

The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

## **15. Procedure for Settlement of Disputes**

The Parties shall seek to resolve any dispute amicably by mutual consultation.

In case any dispute arises due to any reason with respect to execution of the Contract, the objecting party shall give in writing the cause of dispute to the other party providing in detail the basis of the dispute. The party receiving the notice of dispute will consider it and respond in writing within 14 days after receipt. The parties shall make efforts to resolve the dispute amicably through consultation and mutual agreement. However, either of the parties, if not satisfied, may go for the settlement of the dispute as per applicable law.

## **16. Arbitration**

If the dispute cannot be settled amicably pursuant to clause 16 of GCC, such dispute or disagreement shall be finally settled under the rules of Arbitration, as applicable, by one or more arbitrators, appointed in accordance with the said Rules, and the proceedings shall be held in a neutral venue selected in accordance with these Rules of Arbitration. The award in any Arbitration proceedings shall be final and binding upon the Contractor as well as Employer and judgement thereon may be entered in any court of competent jurisdiction on application of either party.

For this Contract the jurisdiction shall be Dehradun/ Uttarakhand state.

## **17. Program**

Within the time stated in the Contract and the milestones specified therein, the Contractor shall submit to the Employer for approval of a detailed Program for execution of the Works including Environmental Management Plan showing the general methods, arrangements, sequence and detailed timing for all the activities necessary for the Works along with monthly cash flow forecast. This Program shall necessarily include PERT Chart as well as Bar Chart of all the activities.

An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining works including any changes to the sequence of the activities required for timely completion of works within the Intended Completion Date.

## **18. Compensation Events**

The following are Compensation Events unless they are caused by the Contractor:

- a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the contract document.
- b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the Contract, in case it relates with the work under the contract.
- c) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works .

If a Compensation Event would prevent the work being completed on or before the Intended Completion Date, the Intended Completion Date may be extended. The Employer shall decide whether and by how much the Intended Completion Date shall be extended.

The Contractor shall not be entitled to compensation to the extent if the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

## **19. Extension of the Intended Completion Date**

The Employer may extend the Intended Completion Date, if a Compensation Event occurs or a Variation is necessitated which makes it impossible for Completion to be achieved by the Intended Completion Date without taking additional steps to accelerate the remaining work and which would cause the Contractor to incur additional costs.

The Employer shall decide whether to extend and by how much to extend the Intended Completion Date, within 30 days of the Contractor asking the Employer for a decision, upon the effect of a Compensation Event or Variation by submitting full supporting information. If the Contractor fails to give in writing to the Employer early warning of a possible delay or fails to notify the Employer about the hindrances causing unavoidable and justifiable delay, which is beyond his control, within a week of commencement of such delay / hindrance or fails to deal with the hindrances responsible for any avoidable delays, such delays shall not be considered in assessing the new Intended Completion Date. Employer's decision regarding the Contractor's failure to deal with avoidable delays due to any reason shall be final and binding. The delay in procurement of material for whatsoever reason, except due to natural calamities, shall also not be considered for extension of Intended Completion Date.

## **20. Delays Ordered by the Employer**

The Employer may instruct the Contractor to delay the start or progress of any activity within the Works, at any time during the currency of the Contract, if he considers it proper in the interest of works or for safety of works / staff / material / third party. The Contractor shall not be entitled to any compensation for such delays, but the Employer may consider the same for extension of Intended Completion Date.

## **21. Early Warning**

It shall be the duty of the Contractor to give an early warning, in writing, to the Employer at the earliest regarding specific likely future events or circumstances that may adversely affect the progress of work or quality of the work or delay the execution of works or likely to increase the Contract Price.

## **22. Identifying Defects & Shortcomings**

The Employer shall check the Contractor's work, but such checking shall not relieve the Contractor of his responsibilities regarding correctness, quality and quantity of works in any manner. The Employer shall notify the Contractor of any defects or shortcomings that are found and instruct the Contractor to search for a defect or shortcoming and to uncover and test any work which may have a defect or shortcoming in their opinion.

The contractor shall permit the Employer or their representative or any Technical Auditor / Third Party designated by Employer to check the contractor's work and to notify the Contractor of any defects or shortcomings that are noticed during inspections. Such a check shall neither relieve the Contractor's responsibilities regarding specifications as defined in the Contract nor shall relieve him from any responsibilities regarding proper performance of works.

## **23. Completion and Commissioning of Work**

The Contractor shall ensure to complete and commission the Work before or on the day of the Intended Completion Date as defined in Contract. Well before the end of completion period, the Contractor shall request the Employer to issue a certificate of completion of the works and the Employer will do so after inspecting the works by himself through technical Audit / Third Party Quality Control team and certify that the work has been completed as per the specifications within the completion period as defined in the contract document.

*Note: In certain cases, where the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Employer will certify payments to Contractor accordingly.*

## **24. Correction of Defects**

The Employer shall give notice to the Contractor of any Defects noticed during the Defects Liability Period, which begins after the date of successful Completion and is defined in the contract.

Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified in the Employer's notice.

## **25. Uncorrected Defects**

If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will get the Defects corrected at the Contractor's cost and the cost so incurred will be deducted from pending bills due to the Contractor and the retention money.

## **26. Cost of Repairs**

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## **27. Changes in the Quantities (Variation)**

If the quantity of the work to be executed differs from the quantity in the Bill of Quantities for the particular item, it should be brought to the notice of the Employer by the Contractor before the execution of work. After verification, he will approve for such variations in quantities of the Contract.

If requested by the Employer, the Contractor shall provide the Employer with detailed cost breakdown of any rate in the Bill of Quantities.

**Drilling and boring depth is considered as 120 mtrs in the tender however the same shall be payable on actual basis on either higher or lower side. Unit cost shall be calculated on pro rata basis as per estimation.**

## **28. Payment Certificates**

The Contractor shall submit to the Employer details of measurement of the quantity of works executed in a tabulated form.

The Employer shall check the details given in the Contractor's statement and certify the amounts to be paid to the Contractor after taking into account any credit or debit in respect of materials for the works in the relevant amounts.

The value of work executed shall be determined by the Employer after due check measurement of the quantities claimed as executed by the Contractor.

The value of work executed shall include the valuation of Variations (If any) as approved by the Employer.

## **29. Payments**

Payments shall be adjusted for deductions of advance payments and other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor, the certified amounts as early as possible.

## **30. Tax**

The rates quoted by the Contractor are basic exclusive of the GST. GST shall be paid @18% as per their proposal. The Employer will release payments after deduction of taxes at source as per applicable law.

### **31. Currencies**

All payments shall be made in Indian Rupees.

### **32. Penalty**

In case of non-completion / delay in completion of Works as scheduled, an amount will be deducted as penalty as mentioned in the Special Conditions Of Contract (SCC).

### **33. Performance Security**

The Performance Security shall be applicable as per terms of the NIT i.e. not applicable for firms registered with MSME /NSIC.

### **34. Completion**

The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed in accordance with relevant clauses.

### **35. Taking Over**

The Employer shall take over the Site and the Works within Fifteen days after certificate of completion has been issued.

### **36. Termination**

The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract, or any other reason thereof.

Fundamental breaches of Contract shall include the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Employer;
- (b) the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Employer gives Notice to correct a particular Defect and the Contractor fails to correct it within the specified period of time determined by the Employer;
- (d) the Contractor does not maintain a security of the works executed or in progress;
- (e) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract;

- (f) if the Contractor, in the judgment of the Employer has engaged in fraud and corruption, in executing the Contract,
- (g) The lead partner of the Joint Venture becomes defaulter in the execution of works under contract,
- (h) The contractor does not adhere to the agreed construction program and also fails to take satisfactory remedial action as per agreements reached in the management meetings for a period of 40 days.
- (i) The contractor fails to carry out the instructions of Employer within the specified time determined.

If the Contract is terminated the Contractor shall stop work immediately, handover the site along with the work executed and materials available at the site up to the date of termination. The Employer shall immediately takeover the site along with the materials on 'As is where is basis' and make it safe and secure.

Fundamental breach of contract by the contractor may result in following consequences, as decided by the Employer: -

- i. Performance security submitted by the contractor can be forfeited.
- ii. Rescind the contract (of which rescission notice in writing to the contractor under the signature of the Employer shall be conclusive evidence), in which case the security deposit of the contractor together with such sum or sums due to him under the contract shall stand forfeited and be absolutely at the disposal of the Employer.
- iii. Take legal action against the Contractor if the breach of the contract is related to Fraud and Corruption.
- iv. Blacklist the Contractor and debar him for award of any other contracts in Uttarakhand Forest Resource Management Project / Uttarakhand Forest Department.

### **37. Payment upon Termination**

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall issue a certificate for the value of the work completed as per the satisfaction of the Employer. The payment upon termination will be done after deducting advance payments received up to the date of the issue of the certificate, other recoveries due in terms of the contract, tax due to be deducted at source as per applicable law and the penalty to be imposed as per the rates as indicated in the Contract. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

### **38. Property**

All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default. The Employer will assess the cost of utilizable materials lying at site, which will be final and binding to the Contractor and will be deemed to be the property of the UFRMP. The Employer will be free to use the materials for the Works under the present project or any other project.

**39. Fraud and Corruption**

The Employer requires that Contractor, and Consultants under this contract, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:

- a. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- b. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence or affect the execution of the contract.

**XXX**

**FORM-A**

**Tender for “Tender for supply, installation (Laying) Testing and commissioning of HT Power Cable at Titalikhet near Ranikhet in Almora District”**

**DETAILS OF WORK EXPERIENCE CERTIFICATES**

**(On Letter Head of Company)**

S No.	Name of work and its location	Name of Client	Date and Number of Completion Certificate	Date of Start	Date of Completion	Cost of Work on completion
1.						
2.						
3.						
4						
5						

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents.
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.

**Signature of Bidder with Seal**

**FORM-B****FINANCIAL DETAILS**

**Tender for “Tender for supply, installation (Laying) Testing and commissioning of HT Power Cable at Titalikhet near Ranikhet in Almora District”**

**MANDATORY INFORMATION DOCUMENTS**

S.No.	Particulars	1st FY Rs. (In Lacs)	2 <sup>nd</sup> FY Rs. (In Lacs)	3 <sup>rd</sup> FY (Last FY) Rs. (In Lacs)
		a (2022-2023)	b (2023-2024)	c (2024-2025)
i.)	Profit/Loss			
ii.)	Gross Annual Turnover of Previous 3 financial years ending as on last day of the preceding Financial Year.			
iii.)	Average Annual Turnover for previous 3 financial years (Rs. in L a c s ) $= (a + b + c) / 3$			
iv.)	Net Worth (paid up capital + reserves) as on last day of the preceding Financial Year.			
v)	Bank solvency amount as mentioned in the bank solvency certificate			

1. Summarized page of Audited Profit & Loss Account of previous three Financial Years duly certified by the chartered account, is to be submitted.

2. Summarized page of Audited Balance Sheet of last Financial Year (ending on last day of the preceding Financial Year) duly certified by the Chartered Accountant. i

Note: This Form-C is to be submitted in original.

**Signature of Chartered  
Accountant with Seal**

**Seal and Signature of bidder**

**FORM-C****Tender for “Tender for supply, installation (Laying) Testing and commissioning of HT Cable at Titalikhet near Ranikhet in Almora District”****GENERAL INFORMATION**

1.	Name of Applicant/Company	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person:  Telephone Nos.  Fax Nos.  Mobile	
5.	Type of Organization: a) An individual b) A proprietary firm c) A firm in partnership (Attach copy of Self attested Partnership Deed) d) A Private Limited Company (Attach Documents) e) A Limited Company (Attach copy of Article of Association) f) Any other (mention the type)	
6.	Place and Year of Incorporation	
7.	Name of Directors/Partners in the organization	
8.	Name(s) and Designation of the persons, who is authorized to deal with UFRMP (Attach copy of power of Attorney)	
9.	Bank Details: Name of Bank, Address of Bank Branch, Account No., RTGS, IFS Code	

**Signature of Bidder with Seal**

**FORM -D**

**AFFIDAVIT**

**(To be submitted by bidder on non-judicial stamp paper of Rs.100/ (Rupees Hundred only)  
duly attested by Notary Public)**

Affidavit of Mr. ....S/o .....  
R/o .....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s .....  
Having its Head Office/Regd. Office at .....
2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for **Tender for “Tender for supply,installation (Laying) Testing and commissioning of HT Cable at Titalikhet near Ranikhet in Almora District”** to UFRMP are genuine and true and nothing has been concealed.
3. I shall have no objection in case UFRMP verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case UFRMP demands so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, UFRMP at its discretion may disqualify / reject / terminate the bid/contract and forfeit the EMD / All dues.
5. I shall have no objection in case UFRMP verifies any or all Demand Drafts under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal / Branch office of issuing Bank and I/We shall have no right or claim on my submitted EMD before UFRMP receives said verification.
6. That the Demand Draft issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, UFRMP shall reject my bid, cancel pre-qualification, and debar me from participating in any future tender for three years.
7. I hereby confirm that our firm /company is not blacklisted/ barred /banned/blacklisted from any Government/ Semi Government Organization. If this information is found incorrect, UFRMP at its discretion may disqualify / reject / terminate the bid/contract.
8. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

I, ....., the Proprietor / Authorized signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed from and that no part of it is false.

**DEPONENT**

Verified at .....this.....day of .....

**DEPONENT**

**ATTESTED BY (NOTARY PUBLIC)**

**FORM-E**

**Tender for “Tender for supply, installation (Laying) Testing and commissioning of HT Power Cable at Titalikhet near Ranikhet in Almora District**

<b>GST Registration Details of Contractor/Vender</b>	
Name	
Address (As per registration with GST)	
City	
Postal Code	
Region/State (Complete State Name)	
Permanent Account Number	
GSTIN ID/Provisional ID No.: (copy of Acknowledgement required)	
Type of Business (As per registration with GST)	
Service Accounting Code/HSN Code:	
Contact Person	
Phone Number and Mobile Number	
Email ID	
Compliance Rating (if updated by GSTN)	

**Signature of Bidder with Seal**

**FORM-F**

**POWER OF ATTORNEY**

We, ..... (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint, and authorize Mr./Ms..... son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our “**Tender for supply, installation (Laying) Testing and commissioning of HT Cable at Titalikhet near Ranikhet in Almora District** including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Employer, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Employer.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, .....THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For

.....  
**(Signature, name, designation and address)**

Witnesses:

- 1.
- 2.

Notarized

Accepted

-----  
**(Signature, name, designation and address of Attorney)**

**Form F 1**

**Bid Submission Form**

To:

**Chief Project Director  
Uttarakhand Forest Resource Management Project (JICA Project)  
49, IT Park, Sahasradhara Road,  
Dehradun, Uttarakhand – 248 001**

Dear Sir,

We, the undersigned, offer to propose our Firm for “**Tender for supply, installation (Laying) Testing and commissioning of HT Cable at Titalikhet near Ranikhet in Almora District**” in accordance with your NIT dated [*insert Date*] and our Techno commercial Bid, which is being submitted with this bid. Our

attached Bid is for the sum of [*insert amount(s) in words and figures in Rupees*<sup>1</sup>].

Our Bid shall be binding upon us subject to the modifications if any as a result of Contract negotiations, up to expiration of the validity period of the

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

**Authorized Signature [*In full and initials*]:** \_\_\_\_\_

**Name and Title of Signatory:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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<sup>1</sup>Amounts must coincide with the ones indicated under Total in Form FIN-2. This amount is inclusive of all the applicable taxes, levies etc.

**Form F 2**

**Tender for “Tender for supply, installation (Laying) Testing and commissioning of HT Cable at Titalikhet near Ranikhet in Almora District**

**Summary of Financial Bid**

<b>S.No.</b>	<b>Items</b>	<b>Amount in figures (In Rupees)</b>	<b>Amount in words (in Rupees)</b>
1	“Tender for supply, installation (Laying) Testing and commissioning of HT Power Cable at Titalikhet near Ranikhet in Almora District”		
	<b>GRAND TOTAL</b>		

**Signature of Bidder with Seal**

**Form F-3****Bill of Quantity****“Tender for supply, installation (Laying) Testing and commissioning of HT Power Cable at Titalikhet near Ranikhet in Almora District”**

<b>Sl No.</b>	<b>Item of work</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate (Rs)</b>	<b>Amount (Rs)</b>
	<b>Non-Scheduled Items</b>				
1	Supply and placing of Double walled corrugated casing pipe 100 mm dia. including the cost of material, labour T&P etc. required for completion as per directions of engineer in charge.	2530.00	Rmt		
2	Supply of HT Cable XLPE Power cable 3 core x 185 mm	2605.90	Rmt		
3	Laying of one number XLPE power cable of 33 KV Grade of following size direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc as required. 22.5.2 Above 120 sq. mm and up to 400 sq. mm	2530.00	Rmt		
4	23.5 Supplying and making outdoor cable end termination with heat shrinkable jointing kit complete with all accessories including lugs suitable for following size of 3 core, XLPE aluminium conductor cable of 11 KV grade as required: 23.5.3 240 sq. mm	2.00	each		
5	Supplying and making straight through cable jointing with heat shrinkable jointing kit complete with all accessories including ferrules suitable for following size of 3 core, XLPE aluminium conductor cable of 11 KV grade as required: 23.6.3 240 sq. mm	26.00	each		

6	Supplying and making cable route marker with cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size) of size 60 cm X 60 cm at the bottom and 50 cm X 50 cm at the top with a thickness of 10cm including inscription duly engraved as required.	20.00	no.		
7	5.9 Supplying and laying 25 mm X 5 mm G.I strip at 0.50 metre below ground as strip earth electrode, including connection/terminating with G.I. nut, bolt, spring, washer etc. as required. (Jointing shall be done by overlapping and with 2 sets of G.I. nut bolt & spring washer spaced at 50mm)	26.00	meter		
8	Testing & commissioning	1.00	Job		
			<b>Total (Rs.)</b>		

**Signature of Bidder with Seal**