

MECON LIMITED
(A Govt. of India Enterprise)
Ranchi-834 002

TENDER NOTICE

Subject:- Tender Enquiry for Impact Assessment Study of CSR & Sustainability Projects for MECON Limited, Ranchi

1. TENDER ENQUIRY NO. : 11.74.CSR-XISS/329 dated 09.03.2017
2. TYPE OF TENDER : Single tender to the following Bidder only:

Xavier Institute of Social Service
Dr. Camil Bulcke Path
Purulia Road, Post Box-7
RANCHI-834001

Offer received from other bidders shall be considered as “unsolicited bids” and shall not be considered for evaluation.
2. ITEM DESCRIPTION : Tender Enquiry for Impact Assessment Study of CSR & Sustainability Projects for MECON Limited, Ranchi
3. DUE DATE & TIME OF SUBMISSION OF OFFER & OPENING OF TECHNO-COMMERCIAL BID : Submission: 24.03.2017 by 16.00 Hrs “Indian Standard Time (IST)”.
Opening: 24.03.2017 by 16.30 Hrs “Indian Standard Time (IST)”.
4. COST OF BIDDING DOCUMENT (Non Refundable) : Rs.500/- (Rupees Five hundred only)
5. PLACE OF SUBMISSION OF YOUR QUOTATION : Office of Incharge, Purchase & Stores Section
MECON Limited, Ranchi 834 002, Jharkhand,
7. COMPLETION SCHEDULE : The draft report shall be submitted within 50 (fifty) days from the date of placement of order by MECON.
8. VALIDITY OF TENDER : 4 (four) months from the due date of opening of Techno-commercial Part i.e. PART-I of the tender documents

Xavier Institute of Social Service
Dr. Camil Bulcke Path
Purulia Road, Post Box-7
RANCHI-834001

Subject:- Tender Enquiry for Impact Assessment Study of CSR & Sustainability Projects for MECON Limited, Ranchi

You are requested to submit your firm offer for carrying out Impact Assessment Study for the Toilet Complex constructed by MECON under its CSR programme at Vill. Pancha, Bundu, Dist. Ranchi, which is operational since 20.10.2015.

1.0 SCOPE OF WORK

The scope of work shall be as per Draft Work Order enclosed herewith at **Attachment-I**.

2.0 PRICE

You shall quote your charges for carrying out Impact Assessment Study for the above scope of work, as per the Price Schedule Format enclosed as Attachment-II. Price shall be firm and binding and shall not be subject to any variation whatsoever on any account till submission of Final Report excepting statutory variation in taxes & duties. All applicable taxes & duties shall be indicated separately.

3.0 COMMERCIAL TERMS & CONDITIONS

All commercial terms & conditions shall be as per draft work order (Attachment-I).

4.0 PERIOD OF VALIDITY OF TENDER

Unless otherwise specified, the Tenderer shall keep his Tender valid initially for a period of four (4) months from the due date of opening of Techno-commercial Part i.e PART-I of the tender documents.

5.0 LANGUAGE

The Tender shall be submitted in English language.

6.0 COST OF THE TENDER DOCUMENT

The tender must be accompanied by cost of tender document of Rs.500/- (non-refundable), in the form of Demand Draft/Banker's Cheque drawn in favour of MECON Limited, Ranchi. Tenders not accompanied by cost of tender shall be liable for rejection.

Firms registered with SSI / NSIC and holding valid registration certificates are exempted from submission of the Cost of Tender.

7.0 NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER

The tenderer whose Tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of Tender, even though MECON may elect to withdraw the Invitation to Tender.

AGM I/c (P&S)
For MECON Limited
E-mail: MECONanchi@meconlimited.co.in

DRAFT WORK ORDER

To,
M/S

Work Order No.	Date of Order	Completion Date
11.74.CSR-XISS/		

Subject: Carrying out Impact Assessment Study of CSR & Sustainability Projects of for MECON Limited, Ranchi

Reference: 1) Our Tender Enquiry No. 11.74.CSR-XISS/329 dated 09.03.2017
2) Your Offer No. dated

Dear Sirs,

With reference to above, we, MECON LIMITED (herein after referred to as MECON/EMPLOYER) are pleased to place our Order on you (hereinafter referred to as XISS) for carrying out Impact Assessment Study for the Toilet Complex constructed by MECON under its CSR programme at Vill. Pancha, Bundu, Dist. Ranchi, which is operational since 20.10.2015.

Terms & Conditions of the Contract**1.0 SCOPE OF WORK/SERVICES**

- 1.1 The scope of work shall include carrying out Impact Assessment Study for the Toilet Complex constructed by MECON under its CSR programme at Vill. Pancha, Bundu, Dist. Ranchi, which is operational since 20.10.2015.
- 1.2 The scope of work shall also include Preparatory work, Field Survey, Collection of Primary data/Quantitative data, Structured interview, Collection of Qualitative data, Photographs, Collection of Secondary data, data entry, data analysis, report preparation, submission of draft report, submission of final report (based on the comments of MECON, if any).

2.0 CONTACT PERSON AND ADDRESS

You shall identify one person and give the name, address, contact no., email-id of one contact person for all purpose in this regard.

3.0 DELIVERY TIME/COMPLETION SCHEDULE

You shall submit draft report for approval of MECON and Final Report based on the comments of MECON, if any. The draft report shall be submitted within 50 (fifty) days from the date of placement of order by MECON. The final report in 5 (five) copies, 1 (one) CD containing the soft copy along with photographs, shall be submitted within 10 (ten) days from the date of receipt of comments from MECON on the Draft Report.

4.0 CONTRACT PRICE

The Contract Price for the entire scope of work enumerated above and in accordance with the commercial terms & conditions, and other conditions of the work order is detailed in Attachment – II (Price Schedule) enclosed. The contract price shall remain firm & binding till completion of the work. The contract price is inclusive of all charges, taxes & duties, levies etc. Service Tax shall be paid on submission of their Tax Invoice against.

5.0 PAYMENT TERMS

- i) No advance payment shall be paid by MECON.
- ii) Subject to the deduction which MECON may be authorized to make under the contract, 30% payment shall be released on deployment of XISS's survey team to Village-Pancha for initiating the survey work and balance 70% on delivery of Final Report to MECON, against submission of Tax Invoice duly certified by CSR Cell, MECON, Ranchi.

6.0 RECOVERY OF INCOME TAX

Any Indian Income Tax which MECON may be required to deduct by law/statute, shall be deducted at source and shall be paid to the Income Tax on account of XISS. MECON shall provide XISS a certificate for such deduction of tax. XISS shall indicate their permanent account number for this purpose to MECON.

7.0 DEDUCTION OF CONTRACT PRICE

All costs, charges or expenses which XISS is liable to pay may be deducted by MECON from any money due or becoming due to XISS at MECON's sole discretion.

8.0 SUB-LETTING

XISS shall not sublet/sub-contract the whole or any part of work or assign the order or any part thereof without the prior written consent of MECON. Such consent, if given, shall not establish any contractual relationship between the sub-contractor and MECON and shall not relieve the XISS of any liability, responsibility or obligation under this order and XISS shall be responsible for the acts, defaults or neglects of any sub-contractor or his representative or workmen as fully as if they were the acts, defaults and neglects of XISS himself. In the event XISS contravenes this condition, MECON reserves the right to reject the Work sub-contracted and complete the same from elsewhere at XISS's Risk and Cost. XISS shall be solely liable for any loss or damage which MECON may sustain in consequence or arising out of such replacing of the contract work.

9.0 RESPONSIBILITY FOR PERFORMANCE OF THE CONTRACT

XISS shall be responsible for due performance of services to be rendered according to the true intent and meaning of the accepted norms and standards. In case XISS fails to complete the Job or show negligence in doing the Job, same shall be carried out through other agencies at his risk and cost.

10.0 STATUTORY AND OTHER REGULATIONS

XISS's team shall ensure to carry out the work keeping in view the Government's Regulations and By- Laws made by the Statutory Authorities from time to time. All related charges shall to be to his account.

11.0 SUSPENSION AND TERMINATION

- a MECON may at any time temporarily stop the work under the Contract or any part thereof by notice in writing to XISS. The work so suspended shall be resumed by the XISS on receipt of instructions from MECON in writing. MECON will not be liable to the XISS for any damage or loss or idle wages caused by such period of suspension of work.
- b MECON will be at liberty to terminate the Contract without prejudicing its rights and affecting the obligations of the XISS by giving fifteen (15) days notice in writing in the following events:
 - i) If the XISS fails to show progress of work or the work done by him is found unsatisfactory.
 - ii) If the XISS fails to comply with the provision/ provisions of the Contract.
 - iii) If the XISS is involved in any action of moral turpitude.

12.0 NEGLECTENCE, DEFAULT AND RISK PURCHASE

- i If the XISS fails to execute the work with due diligence or expedition or shall refuse or neglect to comply with any order given to him in writing by MECON, MECON may give notice in writing to the XISS calling upon him to make good the failure, neglect or contravention within such time as may be deemed reasonable and in default of the compliance with the said notice, MECON without prejudice to its rights under the Contract, may rescind or cancel the Contract holding the XISS liable for the damages that MECON may sustain in this regard.
- ii Should the XISS fail to comply with such notice within a reasonable period from the date of serving thereof, MECON shall have at liberty to take the work wholly or part thereof from the XISS's scope and may complete the work envisaged in the Contract themselves or may instruct to any other person or persons to execute the same or part thereof and provide other materials for the purpose of completing the work or any part thereof at the XISS's risk and cost. This shall be without prejudice to MECON's rights under other clauses of this Contract.
- iii MECON shall have right to recover all expenses, costs and charges incurred in completion of the work by deducting any money due or which may become due to the XISS or by revoking Security Deposit.

- iv If the XISS performs any work in a manner contrary to the Contract, without the approval of MECON, the XISS shall bear all the costs arising there from and shall be responsible for all losses to MECON arising there from.

13.0 SECREC/ CONFIDENTIALITY

The data/Information/assumptions etc. and other related documents forming part of tender or contract are the property of MECON and shall not be used for any other purposes, except for execution of the order. The data/Information/assumptions etc. and other documents shall not be copied transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without MECON consent in writing except to the extent required for the execution of this order. These data/Information/assumptions etc. and other related documents shall be returned to MECON with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose.

Except with the written consent of MECON the XISS shall not make use of any document other than for the purposes of this order.

14.0 ARBITRATION

Any disputes, differences, whatsoever, arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Order shall be settled between MECON and the XISS amicably. If however, MECON and the XISS are not able to resolve their disputes / differences amicably as aforesaid the said disputes / differences shall be settled by Arbitration in accordance with the Rules of Arbitration and the award made in pursuance thereof shall be binding on the parties.

Conciliation shall be resorted to prior to invoking Arbitration.

The arbitration shall be governed and regulated in all respect according to Laws of India.

The Arbitration proceedings in case of other Indian companies shall be regulated and governed by Indian Arbitration and Conciliation Act 1996, or such modification thereof.

The venue of arbitration proceeding shall be Ranchi.

Work under this Order shall be continued by the XISS during the arbitration proceedings, unless otherwise directed in writing by MECON or unless matter is such that the work can not possibly be continued until the decision of the arbitrator is obtained.

15.0 CORRESPONDENCE

All correspondences with regard to **Commercial** matters shall be made to the following address:-

AGM I/c (P&S)
MECON LIMITED, Ranchi – 834 002

Thanking You,

Yours faithfully,
For **MECON LIMITED**

DECLARATION BY TENDERER

(To be furnished on XISS's letterhead)

Description: **Hiring the services of XISS for Impact Assessment Study for MECON, Ranchi.**

- I. We hereby declare that our organisation have not been banned or delisted by any Government or Quasi Government agencies or Public Sector Undertakings.
- II. With reference to this tender, we are submitting our offer after having fully read and understood the nature of the work/services and Qualification Criteria. We confirm that if at any time, any of the declarations is found to be false/ incorrect, our offer or work order is liable to be rejected.
- III. It is hereby confirmed that our offer is strictly as per the Scope of Work and other conditions mentioned in the tender enquiry and there is no deviation to any of the conditions as per your tender enquiry **No. 11.74.CSR-XISS/329 Date: 09.03.2017.** We further confirm acceptance of all commercial terms & conditions as per above-referred tender enquiry without any deviation whatsoever.

Signature of the Tenderer

Name :

Designation :

(Seal of the Company)