



**OFFICE OF THE DY. INSPECTOR GENERAL OF POLICE**  
GROUP CENTRE, CRPF, KATHGODAM, NAINITAL (UTTARAKHAND)

☎ 05946-266434

**e-mail:- diggckgm@crpf.gov.in/**



Tender Enquiry No: B.V-2/2019-20-GC KGM-Bldg(G.R.)

Dated, the August/2019

**TENDER NOTICE**

The DIGP, GROUP CENTRE, CRPF, Kathgodam, Distt-Nainital ( U.K) invites tenders through CPPP on behalf of the President of India from approved, eligible and registered firm and those on appropriate list of CPWD, R&B, Railways, MES, Air Force, and state PWD under two bid system consisting of technical bid and financial bid for the work of **“Repair and Renovation of guard Room at Lower and upper part of GC CRPF, Kathgodam, Uttarakhand”**. The intending tenderer must read the terms and conditions carefully and submit her/his tender.

Schedule to the open tender	:	<b>B.V-4/2019-20-GC KGM-Bldg(G.R.)</b>
Last date and time for receipt of tender	:	25 /09 /2019 at 1600 Hrs
Date and time of opening of Tender	:	26 /09 /2019 at 1000 Hrs
Validity of offer	:	The tender shall remain open for acceptance till 180 days from the date of opening of tender

Sl no	Tender No and Date	Name of work & location and its description	Earnest Money Deposit (@ 2-5 %)	Work completion Period
01	B.V-4/2019-20-GC KGM-Bldg(G.R.) dated 31/08/2019	Repair and Renovation of guard Room at Lower and upper part of GC CRPF, Kathgodam, Uttarakhand Note:- schedule of quantities as per <b>appendix- “A”</b>	Rs.5400/-	02 months

02. All relevant details, including specification, terms & conditions etc are available on e-Procurement website <http://eprocure.gov.in/e-procure/app>. (CPPP), same may be downloaded by the bidders. Details can also be seen at CRPF website [http://crpf.nic.in/tender\\_notices.htm](http://crpf.nic.in/tender_notices.htm). For any changes in Tender Enquiry/specifications etc, tenderers are requested to visit the CRPF/CPPP web sites regularly.

03. Scan copy of all tender enquiry documents, earnest money have to be uploaded through on line on or before the scheduled date and time prescribed in tender enquiry. Only original copy of documents in c/w earnest money to be submitted by the firm to this GC on or before fixed due date and time for opening of tender by post or by hand. In case if firm is failed to submit the original copy of above documents in this GC on or before the due date and time for opening of tender quotation will be ignored.

04. The tenderer may visit and survey the site or decide the quantum materials/ Works: tenderers are requested to check physically the location or campus and other technical details offered by the tenderer before submitting the tender. It is important that each page of the **tender acceptance letter which is a written undertaking that all the terms and condition of the tender are understood and accepted should be signed and submitted online through e-procurement site <http://eprocure.gov.in/e-procure/app>.**

Signature of Tenderer

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**SCHEDULE OF QUANTITY**

The following Repair and Renovation of guard Room at Lower and upper part of GC CRPF, Kathgodam, Uttarakhand

Sl. No	Name of work/material	A/U	Qty.
1	12 mm cement plaster 1:6 (1 cement: 6 fine sand)	Sqm	216.54
2	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade : New work (two or more coats) over and including water thinnable priming coat with cement primer	Sqm	108.42
3	Finishing walls with Acrylic Smooth exterior paint of required shade :New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including base coat of water proofing cement paint applied @ 2.20 kg/ 10 sqm).	Sqm	121.62
4	Painting with synthetic enamel paint door/window	Sqm	25.56
5	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete	Sqm	216.54
6	Providing corrugated G.S. sheet roofing including vertical / curved surface fixed with polymer coated J or L hooks, bolts and nuts 8 mm diameter with bitumen and G.I. limpet washers or with G.I. limpet washers filled with white lead, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	Sqm	50.00
7	Providing and fixing stainless steel ( Grade 304) railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories size 40x40x2.5 mm weight 2.92 kg /m	kg	146.00

#### **IMPORTANT INSTRUCTIONS AND GUIDELINES**

1. Full name and status of the person signing the tender documents must be clearly mentioned.
2. Important information like tender enquiry number, date of tender opening, type of stores/works, full specifications of the items and terms and conditions etc should be provided wherever required.
3. If the representative of the firm desires to remain present while opening of tender, the same will be allowed after checking the authorization and authenticity of the rep. The rep of the firm can also brief the technical specifications of their product/works to the board of officers.
4. Intending tenderer is eligible to submit the tender provided she/he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works of magnitude specified below:-

#### **Criteria of eligibility for contractors:-**

5. The License issued by the Central Government/ State Government should be kept renewed as per periodicity laid down by the authority concerned and submit an attested copy of the same to the DIGP, GC CRPF, Kathgodam after each renewal. The contractor should produce valid license with tender.
6. The contractor shall comply with the orders issued by the DIGP, GC CRPF, Kathgodam from time to time. If she/he fails to do so her/his failure will be a breach of contract and the DIGP, GC CRPF, Kathgodam in his discretion without prejudice to any other right or remedy available in law can cancel the contract. The contractor shall be liable for any pecuniary liability arising on account of any violation by her/him.
7. To become eligible for submitting tender, the tenderer shall have to furnish an affidavit as under :-
  - a) I/ we undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in CRPF in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the DIGP-Cum-Estate Officer shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee.

Signature of Tenderer

8. The tenderer should also ensure that/note that :-

- a) Agreement shall be drawn with the successful tenderer/ tenderers. Tenderers shall quote their rates as per terms and conditions which will form part of the agreement.
- b) Certificate of Registration for GST/ VAT and Service Tax and acknowledgment upto date of filed return be submitted.
- c) **No interest** shall be payable by the purchaser on the earnest money deposited by the tenderer.

9. The Contractor whose tender is accepted will be required to furnish **PERFORMANCE SECURITY** for an amount of **five percent (5%)** of the value of the contract within 07 days. Performance Security may be furnished in the form of an Account payee Demand draft or Fixed Deposit receipt from a Commercial Bank or Bank Guarantee from Commercial bank in an acceptable form. Performance Security should remain valid for a period of **Sixty days** beyond the date of completion of all contractual obligation of the supplier including warranty obligations. In case the contractor fails to deposit the performance security within the stipulated period including extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

10. Intending Bidders are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their bids as to the nature of the ground and sub soil, (So far as is 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 bid. A bidder shall be deemed to have full knowledge of the site whether she/he inspects it or not and no extra charge consequent on any misunderstanding or otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that she/he has read this notice terms & conditions mentioned there in, all other contract documents and has made herself/himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to her/him by the Government and location conditions and other factors having a bearing on the execution of the work.

11. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assigning of any reason. All bids in which any of the prescribed condition are not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

12. Canvassing whether by bidders directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.

13. The Competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.

14. The notice inviting bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall **within 7 days** from the stipulated date of start of the work, sign the contract consisting of.

“The notice inviting bid, all the documents including additional conditions, & specifications if any forming part of the bid uploaded at the time of invitation of bid and the rates quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.”

15. Competent authority on behalf of President bid or her/his duly authorized assistant will open bid in the presence of any intending contractors who may be present at the time and will enter the amounts of the several bids in a comparative statement in a suitable form, in the event of a bid being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specification and other documents. In the event of a bid being rejected, the earnest money forwarded which such unaccepted bid shall thereupon be returned to the contractors remitting the same, without any interest.

16. Competent authority on behalf of President inviting bids shall have the right of rejecting all or any of the bids and will not be bound to accept the lowest or any other bid.

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17. GST/SGST or any other Tax (if any) in respect of the contract shall be payable by the contractor and

Government will not entertain any claim whatsoever in respect of the same.

18. The contractor submitting the tenders against the subject tender enquiry are informed that all relevant details with reference to the tender enquiry stipulations are clearly responded to. In case any of the tender enquiry stipulations are not clearly stated to or replied to by any of the contractor, no repeat no clarifications will be sought from the concerned firm and its offer will be rejected outright.

19. Tenderers who have past experience of the above work as per T/E Specification should furnish their performance statement. In case, it is found that information furnished is incorrect, their tender will be liable to be ignored.

20. If the supplier/contractor fails to 'Repair and Renovation of guard Room at Lower and upper part of GC CRPF, Kathgodam, Uttarakhand, at GC CRPF, Kathgodam, Uttarakhand' within the stipulated period and places and requests for extension of time, he shall submit an undertaking on Non Judicial stamp paper of Rs. 10/-duly attested by the Notary Public stating that the Performance Security has already been extended for **sixty days beyond the guarantee /warranty period.**

21. The purchaser reserve the right to place order on the next higher successful firm if the firm quoting lower rate does not fulfil the requirement of tender enquiry due to their limited bank solvency/capacity.

22. **Liquidated damages** :- In case the firm does not complete the work within stipulated time period, liquidated damage will be charge @ 2% to 10 % of the remaining work. After the maximum limit of 10 %LD, the DIGP, GC, Kathgodam reserve the right to either extend further or cancel the contract.

23. **TWO BID SYSTEM:** - Tenders will be processed as per two bid system and should be submitted as follows:-

**TECHNICAL BID :-** Technical bid should contain:-

1. All tender documents duly completed and signed but without indicating the rates quoted.
2. Scan copy of Earnest Money deposited through BD/DD/FDR or BG.
3. Scan copy of License issued by State Govt. /Union Territory/CPWD.
4. Scan copy of past performance certificate (if any)
5. Scan copy of registration of GSTIN/VAT/Tax, PAN and last 03 years tax return.
6. Any other relevant documents which contractors wish to submit.
7. Scan copy of MSME certificate (If available)
8. Scan copy of annual turn over documents.

**PRICE BID:-** Price bid should contain :-

1. Details of Price, Taxes, duties and discount if any, to be quoted clearly by the bidders on their letter pad.
2. Rates must be written in figures as well in words clearly.
3. There should not be any cutting overwriting. If by any chance there is any over writing/cutting then a line should be drawn through the entire figure/word canceling the same and the word/figure should be freshly re-written and initialed by the tenderer.
4. Price (rate of par item) should be quoted only as per price bid format/B.O.Q along with tender documents at e-procurement site <http://eprocure.gov.in/eprocure/app>.

## II) TERMS & CONDITIONS OF TENDER ENQUIRY

01. Term s of price.	1.1 Price (rate of par item) should be quoted only as per price bid format/B.O.Q along with tender documents at e-procurement site <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> . 1.2 The price bid in B.O.Q format/template should not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for the tender. Bidders are allowed to enter the Bidder Name and Values only. <b>1.3 The lowest bidder will be decided on overall rate for the entire work instead of item wise. Rates quoted must be inclusive of all taxes &amp; other charges including G.S.T and there will be no extra claim for GST.</b>
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Signature of Tenderer

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02. Paym	2.1 Works are required to be executed on <b>credit basis only</b> and payment will be made after drawl of
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ent terms.	amount from PAO, New Delhi. 2.2 Payment in advance or immediately cannot be made.
03. Earnest Money deposit.	<p>3.1 All the contractors are required to deposit Earnest Money of <b>Rs. 5,400/-</b> along with the quotation, failing which their offers will be summarily rejected.</p> <p>3.2 The earnest money can be deposited through any of the following alternative forms :  (a) A <b>crossed Bank Draft /DD</b> drawn in favour of the <b>DIGP, GC, CRPF, Kathgodam</b> payable at SBI, Kathgodam Uttarakhand .  (b) An <b>irrevocable Bank Guarantee</b> of any nationalized, scheduled bank or reputed Commercial bank in the attached format as at <b>appendix ‘B’</b>.</p> <p>3.3 The Earnest Money shall remain valid and be deposited with the purchaser for a Period of 90 days from the date of tender opening. If the validity of the tender is extended, the validity of the Bank Guarantee or any other alternate document submitted in lieu of Earnest Money will also be suitably extended by the tenderer, failing which their tender after the expiry of the aforesaid period shall not be considered by the purchaser.</p> <p>3.4 <b>No interest</b> shall be payable on the earnest money deposited by the tenderer.</p> <p>3.5 The earnest money deposited <b>is liable to be forfeited</b> if the tenderer withdraws or amends or impairs or derogates from the tender in any respect within the period of validity of her/his tender.</p> <p>3.6 The Earnest Money of the successful tenderer shall be returned after the security deposit as required in terms of the contract is furnished by the tenderer.</p> <p>3.7 If the successful tenderer fails to furnish the security deposit as required in the contract within the stipulated period, the earnest money shall be treated as performance Security deposit for all practical purposes.</p> <p>3.8. Earnest money deposits of all the unsuccessful tenderers will be returned as early as Possible after the expiry of bid’s validity, but not later than 30 days after placement of contract. Tenderers are advised to send a <b>pre-receipt challan</b> along with their bids so that refund of earnest money can be made in time.</p> <p>3.9. Any tender, where the tenderer is required to deposit earnest money in terms of conditions mentioned in preceding paras, not accompanied with earnest money in any one of the approved forms acceptable to the competent authority, shall be summarily rejected.</p>
4. Performance Security deposit clause	<p>4.1. The successful contractor shall have to deposit a Performance Security <b>equivalent of 5% of the estimated value</b> of the work to be executed <b>within 07 days from the date of acceptance</b> for due performance. Failure on the part of the firm to deposit the security deposit within the stipulated time empowers the competent authority to cancel the contract.</p> <p>4.2 The Performance Security deposit submitted by the supplier will remain valid at least for <b>Sixty days beyond the date of completion of all contractual obligations of the supplier including guarantee/ warrantee obligations.</b></p> <p>4.3. The Earnest Money can be deposited in any of the following alternative forms :  (a) <u>A crossed Bank Draft/DD/</u> drawn in favour of the <b>DIGP, GC, CRPF, KATHGODAM</b> payable at SBI, Kathgodam  (b) An <b>irrevocable Bank Guarantee</b> of any nationalized/Scheduled Bank or reputed commercial bank in <b>the attached format as at appendix ”C”</b>.</p> <p>4.4. If the contractor fails to start the work within the stipulated period and places and requests for extension of time, he shall submit an undertaking on Non Judicial stamp paper of <b>Rs.10/-</b> duly attested by the Notary public stating that the performance security deposit has already been extended for sixty days beyond the guarantee/warrantee period.</p> <p>4.5 The Performance Security deposit shall be withheld or forfeited in full or part in case the work order is not executed satisfactorily within the stipulated period or requisite standard within the guarantee period is not undertaken to the best satisfaction of the user.</p>

5. Term for tender	5.1 Tender document are available at our website ( <a href="http://www.crfp.gov.in">www.crfp.gov.in</a> ), <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> . which can be download by interested firm, bidders are required to submit EMD as applicable as per tender documents to this GC on or before opening date of tender.
6. method of submission	6.1 All scan copy of technical bid documents of tender enquiry should be submitted through on line only and financial bid is required to be submitted as per BOQ format provided along with tender documents at e-procurements website <a href="https://eprocure.gov.in/eprocure/app(cppp)">https://eprocure.gov.in/eprocure/app(cppp)</a> . 6.2 The technical bids are to be opened at the first instance and evaluated by the competent authority. In the second stage financial bids of only the technically acceptable offers will be opened for further evaluation and ranking before awarding the contract. 6.3 Only EMD will be sent by registered post/post/speed post duly stamped or by courier /by hand to the The <b>DIGP GC CRPF Kathgodam (UK) 263126 (Telephone No 0546-266434</b> , so as to reach on or before the scheduled time and date as mentioned in the schedule to the tender enquiry. Department is not responsible for any postal delay.

### III - ADDITIONAL CONDITIONS:-

01. The prospective tenderer shall quote for "Repair and Renovation of guard Room at Lower and upper part of GC CRPF, Kathgodam, Uttarakhand
02. The contractor shall be responsible for any damage or theft and have to make good to its original shape and description as and when damage/theft etc, takes place/is noticed.
03. All tools required for the proposed work shall be provided by the contractor. No extra payment shall be made on this account.
04. The contractor shall be responsible for setting all claims and indemnify the department against any claims arising out of any accidents to the hired staff/labours.
05. No advance payment shall be made to the contractor. Payment shall be made to contractor only after giving satisfactory completion of work for which contractor shall have to obtain certificate from concern department/ resident allotted/Caretaker of non residential buildings if needed.
06. The Prospective tenderer should visit the site and acquaint themselves of the conditions existing, restrictions in movement/working hours/security's aspects/ condition of the job. No complaints of losses of labour items of work not included in the scope of work, variation etc. will be entertained at later date. The prospective tenderer should have adequate past experience in handling similar works.
07. Department will not be responsible for any kind of incident at place with the labour during the work. While the tender and the purchaser shall make every effort to resolve any issue amicably through direct informal negotiation, in the event of any disagreement or dispute arising between them under or in connection with the contract shall be settled under **the court of law within its jurisdiction at Nainital**. The resultant contract will be interpreted as per the prevailing Indian laws and various directives of the Govt of India.
08. If a firm quote Nil charge/consideration, the bill shall be treated as unresponsive and will not be considered.
09. Termination of Contract:- The department shall be at liberty to discontinue contract/agreement by giving 02 week notice without assigning reason thereof. Decision of engineer –in-charge / DIG GC CRPF, KATHGODAM shall be final and binding on the contractor for which, no claim on any account will be entertained by the department.
10. The following terms and condition for payment shall be acceptable to the successful bidders-
  - a) All works will be done in the credit basis.
  - b) Bill will be submitted by bidder/contractor only after the work is completed such as Rs/units etc.
  - c) Bill will be passed when work done by firm will be verified by inspection committee.
  - d) Work of building will be completed one time.
  - e) Split of work at various buildings is not permitted.
  - f) Contractors are supposed to follow rules and regulations which are applicable to the other residents of this campus.
  - g) No contractor/worker will be allowed for stay inside the campus with their relatives or by making own arrangements.
  - h) Contractor and workers will not permit to accept any bribery inside campus.
  - i) Contractor and workers will be issued temporary Identity Card by Estate Officer after police verification of their identity/residential address.

#### **IV - STANDARD FORMS TO BE USED:-**

The following forms mentioned in the Appendixes – A, B, C, D & E are required to be submitted along with the bid:-

- Appendix 'A' - Name of Work (Schedule of quantities).
- Appendix 'B' - Performa of bank guarantee for submitting Earnest Money.
- Appendix 'C' - Performa of bank guarantee for furnishing Performance Security deposit.
- Appendix 'D' –Performance statement for last three years.
- Appendix 'E' – Tender acceptance letter.
- Appendix 'F' – Check List compliance (to be indicated by the tenderer with “YES” after compliance of the required documents.
- Appendix 'G' – Arbitration clause.

**SD 31/08/2019**  
**(PRADEEP CHANDRA)**  
**DIGP, GC, CRPF, KATHGODAM**

**SCHEDULE OF QUANTITIES**

**Technical specification for Repair and Renovation of guard Room at Lower and upper part of GC CRPF, Kathgodam, Uttarakhand**

Sl. No.	Name of work/material	A/U	Qty.	Rate Offered by the tenderer (Per Sqm)	Remark
(1)	(2)	(3)	(4)	(5)	(6)
I.	12 mm cement plaster 1:6 (1 cement: 6 fine sand)	Sqm	216.54		
II.	Distempering with 1st quality acrylic distemper (Ready mix) to give an even shade : New work (two or more coats) over and including water thinnable priming coat with cement primer	Sqm	108.42		
III.	Finishing walls with Acrylic Smooth exterior paint of required shade :New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including base coat of water proofing cement paint applied @ 2.20 kg/ 10 sqm).	Sqm	121.62		
IV.	Painting with synthetic enamel paint door/window	Sqm	25.56		
V.	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete	Sqm	216.54		
VI.	Providing corrugated G.S. sheet roofing including vertical / curved surface fixed with polymer coated J or L hooks, bolts and nuts 8 mm diameter with bitumen and G.I. limpet washers or with G.I. limpet washers filled with white lead,excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	Sqm	50.00		
VII.	Providing and fixing stainless steel ( Grade 304) railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories size 40x40x2.5 mm weight 2.92 kg /m	kg	146.00		

**SPECIFICATIONS OF WORK:-**

1. The Old/dry Distemper should be scraped using Sand Papers along with dismantling damaged plaster where ever required.
2. Applying a new coat of 12 mm thick plaster in Cement Mortar 1:6 including its finishing complete (if require).
3. Cement based Putty of thickness 1mm should be applied on all existing and new patches/deformations formed on plaster, caused due to Scraping. (if require).
4. The Whitewash and Distempering work is estimated cost of 2.65 Lakhs (Approx) and shall be completed within Two month on receipt of firm order and subject to availability of funds and other departmental formalities well in time.
5. Applying one or more coats of Distempering with 1st quality acrylic distemper (Ready mix) of required shade on existing surface.
6. Applying one or more coats of Acrylic Smooth exterior paint of required shade on existing surface.

SD 31/8/19  
Insp/Engg.(CIVIL)  
GC CRPF KGM



**PROFORMA OF BANK GUARANTEE FOR SUBMITTING EARNEST MONEY**

(On banks letter head with adhesive stamp)

To

The Deputy Inspector General of Police,  
Group Centre, C.R.P.F, Kathgodam,  
Post- Kathgodam,  
Distt- Nainital (U.K) PIN – 263126.

Dear Sir,

In accordance with your invitation to Tender enquiry No. \_\_\_\_\_

M/s. \_\_\_\_\_ (here in after called “The tenderer”) with the following Directors on their Board of Directors / Partners of the firm.

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

wish to participate in the said tender enquiry for the supply/work of **for Repair and Renovation of guard Room at Lower and upper part of GC CRPF, Kathgodam, Uttarakhand** to you (here in after called “The purchaser”). Whereas a bank guarantee against Earnest Money for a sum of Rs. \_\_\_\_\_ (in words) \_\_\_\_\_ Valid for 90 days from the date of tender opening viz. up to \_\_\_\_\_ is required to be submitted by “the tenderer” as a precondition for the participation, this bank hereby guarantees and undertakes to pay the purchaser upto the above amount upon receipt of its first written demand, without the purchaser/contractor having to substantiate its demand, provided that in its demand the purchaser/contractor will note that the amount claimed by it is due to it owing to the occurrence of any one of the three conditions mentioned below, specifying the occurred condition or conditions during the above said period of 90 days without any reservation and recourse.

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of its validity.
2. If the tenderer after submitting tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser.
3. If the tenderer having been notified of the acceptance of the tender by the purchaser during the period its validity and:-
  - a) If the tenderer fails to furnish the performance security for the due performance of the contract.
  - b) If the tenderer fails or refuses to accept and or execute the contract as provided in the general conditions of the contract.

The guarantee shall be irrecoverable and shall remain valid up to 90 days from the date of opening of tender. If further extension to this guarantee is required, the same shall be extended to such period on receiving instructions from the tenderer on whose behalf this guarantee is issued and any demand in respect thereof should reach the Bank not later than the above date.

Date. \_\_\_\_\_

Place \_\_\_\_\_

**Signature of authorized officer of the bank** \_\_\_\_\_**Printed Name.** \_\_\_\_\_**Designation** \_\_\_\_\_**Name and address of the bank** \_\_\_\_\_**Banker’s Common Seal**

**PROFORMA OF BANK GUARANTEE FOR FURNISHING PERFORMANCE SECURITY DEPOSIT**

To  
The President of India,

WHEREAS M/s. \_\_\_\_\_(name and address of the supplier/Contractor)  
(hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... dated..... to Work  
**(For for Repair and Renovation of guard Room at Lower and upper part of GC CRPF, Kathgodam, Uttarakhand.)**  
(Hereinafter called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a nationalized or scheduled commercial bank of good repute and record recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract :

AND WHEREAS we have agreed to give the contractor such a bank guarantee:

NOW THEREFORE we hereby affirm that we are the guarantors and responsible to you, on behalf of the supplier/contractor, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee)as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier/contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the..... Day of .....20\_\_.

**(Signature of the authorized officer of the Bank)**

**Name and designation of the officer** .....

**Name and address of the Bank** .....

**Banker’s common seal**

**PERFORMANCE STATEMENT FOR LAST THREE YEARS**

Name of Firm:

M/s. \_\_\_\_\_

1. Contract Nos. :
2. Description of Stores :
3. Quantity on Order :
4. Value :
5. Original D.P. :
6. Qty. supplied within original D.P. :
7. Final Ext. D.P. :
8. Last supply position :
9. Reasons for Delay in supplies ( if any ) :

Signature of Tenderer

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**TENDER ACCEPTANCE LETTER  
(To be given on Company Letter Head)**

Date: .....

To,

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**Sub:-** Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: \_\_\_\_\_

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site(s) namely:  
<https://eprocure.gov.in/eprocure/app>.....  
 .....
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated , then your department/ Organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

(Tenderers should check following requirements for compliance before submission of the tender documents)

SL No	Requirements to be checked by the tenderers before submission of the tender	Compliance (To be indicated by the tenderer with "YES" after compliance of the requirements)
1.	Tenderers should mention quantity for which they have quoted. This should be mentioned in the covering/ forwarding letter head of the technical bid	
2.	Tenderers should ensure deposit of required Earnest Money Deposit if the tenderers are not registered with DGS&D or NSIC/CPWD and central govt or state govt organisations for the store(s) quoted for the governing specification as per Tender Enquiry.	
3.	Tenderers should ensure that their registration with DGS&D and NSIC is valid if they are registered with DGS&D/NSIC and not depositing Earnest Money. They should enclose the latest DGS&D/NSIC registration certificate	
4.	Tenderers should confirm that their equipment/products conform to the governing specifications of the quoted items as per Tender Enquiry.	
5.	Tenderers should mention whether it is an SSI Unit or not.	
6.	Tenderers should mention their monthly manufacturing/Work/ supplying capacity	
7.	Tenderers should mention in the Tender Enquiry that they accept our work/delivery terms i.e. they agree to Whitewash and distemping of Quarter Guard and Bin Type Magazine at GC CRPF, Kathgodam, Uttarakhand consignees' locations at freight, risk and cost of the tenderers	
8.	Tenderers should mention that their offer is valid up to 180 days from the date of opening of the tender	
9.	<b>Tenderers should mention their time for completion of construction clearly.</b>	
10.	Tenderers should mention that they agree to the Tolerance Clause of the Tender Enquiry	
11.	Tenderers should give their past performance in the specified format given in the Tender documents	
12.	Tenderers should mention that they agree to the Arbitration clause of the Tender Enquiry	
13.	Tenderers should ensure that they have duly filled up Equipment and Quality Control Proforma given in the Tender documents.	
14.	Tenderers should mention that Business dealing with their firms has not been banned by any govt/ private Agencies	
15.	Tenderers should ensure that witness has signed at appropriate places of the Tender documents and full name and address of the witness have been mentioned clearly.	
16.	Tenderer should ensure to sign each page of the Tender documents with name, designation, seal and address of the signatory	
17.	If the tenderers want to mention any specific condition, it should be mentioned on the covering/forwarding letter only which will be placed on the first page of the technical bid. Such condition mentioned in any other document shall be summarily ignored	
18.	Tenderers should mention their address for communication with Telephone and Fax Number.	

1. The following amendments may be carried out in the pamphlet entitled conditions on contract governing the contracts place by Central purchase Organization of government of India 1991 edition bearing symbol DGS&D-39 FORM No. DGS&D-68(revised).

1.1 The definition of government provided in clause 1(f) page 2 of DGS&D Conditions of contract may be amended as under: - "Government" means the Central Government.

1.2 The definition of secretary in clause 1(k) page3 of DGS&D Conditions of Contract may be modified as under: "Secretary" means Secretary of Ministry of Home Affairs for the time being in administrative charge of the subject matter of contract and includes Additional Secretary, Special Secretary, Joint Secretary, or Director or Dy. Secy. In such ministry, DG, Add. DG, IGP (Prov), DIG (Prov) Deputy Commandant of CRPF and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

1.3 Under Clause 2 (C) page 5 of DGS&D conditions of contract the word ,, "Director General of Supplies and Disposals or Heads of his concerned Regional Offices"" may be replaces by IGP (Prov) CRPF.

**1.4 Arbitration:-**

For : the existing entries.

Read: Arbitration.

In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters, the decision of which is specifically provided for these or the special any conditions), the same shall be referred to the sole. Arbitration of an officer in the Min. of Law, appointed to be arbitrator by Director General CRPF. It will be no objection that the arbitrator is Govt. servant that he had to deal with the matters to which the contract relates or that in the course of his duty as Govt servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract, it is term of this contract that:-

a. If the arbitrator be a person appointed by the DG CRPF :- In the event of his dying, neglecting or refusing to act ,or resigning or being unable to act, for any reason on his award being set aside by the court for any reason, it shall be lawful for Secretary , Min. of Home Affairs either to proceed with reference himself or to appoint any other person as arbitrator in place of the outgoing arbitrator in every such case, it shall be lawful for the DG CRPF in place of the outgoing Arbitrator, as the case may be to act on record of the proceeding as then taken in arbitration, or to commence the proceeding denovo as he may at his discretion decide.

b. It is further a term of this contract that no person other than the person appointed by him should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.

c. The Arbitrator May With the consent of all the parties to the contract enlarge to the time from time to time or time for making and publishing the award

d. Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.

e. Subject as aforesaid, the Arbitration Act, 1940 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply the arbitration proceedings under this clause.

f. The venue of arbitration shall be the place where the contract is concluded or such other place as the DG CRPF at his discretion may determine.

g. In this clause the expression the DG CRPF means the DG CRPF if the Ministry of Home affairs for the administrative head of the CRPF, whether in addition to other functions or otherwise.

1.5 Similarly, the reference to DGS&D wherever appearing may be suitably modified.

2. Following amendments may be carried out in the Pamphlet No. DGS&D-229 containing various instructions to Tenders. FROM NO. DGS&D-230 Reference to DGS&D wherever appearing in clause No. 14, 33, 34, 35, 39 and 40 and Appendix A for Form No. DGS&D-96 may be amended to read as IGP (Prov.) CRPF.---

website : [www.crfp.nic.in](http://www.crfp.nic.in) / [http:// eprocure.gov.in/e-procure/app.\(CPPP\)](http://eprocure.gov.in/e-procure/app.(CPPP))