

Draft



INVITATION TO TENDER
(Government of India, Ministry of Home Affairs)
COMMANDANT – 5 SIGNAL BN, CENTRAL RESERVE POLICE FORCE,
HALLOMAJRA, CHANDIGARH
E-Mail id- hq5sigbn@crpf.gov.in
Tel/Fax No. **01722923060**

.....
e-T.E. No. B.V-1/2022-23-Bldg-5 Signal-Minor Works
To

Dated the 15 Nov'2022

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Dear Sir

On behalf of the President of India, I invite you to tender **online bid under two bid systems** for the work of '**Interior distemper & painting work of SOs Dormitory of 5 Signal Battalion at Hallomajra, Chandigarh**'. Details of works (work schedule) to be executed is enclosed as **Appendix-'A'** of tender enquiry.

02. If you are in a position to quote for execution of required works in accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be properly filled in, signed and submitted through e-procurement site <http://eprocure.gov.in/eprocure/app>. You must also furnish with your tender all the information called for, attached list of questionnaire should also be answered and submit along with documents through e-procurement site <http://eprocure.gov.in/eprocure/app> failing which your tender will liable to be ignored and not be considered.

03. This tender is not transferable.

Thanking you,

Yours faithfully

Sd/-15/11/2022
(Vishal Kandwal)
Commandant-5 Signal Bn CRPF
Hallomajra, Chandigarh
for and on behalf of the President of India

SCHEDULE TO TENDER
(Government of India, Ministry of Home Affairs)
COMMANDANT – 5 SIGNAL BN, CENTRAL RESERVE POLICE FORCE,
HALLOMAJRA, CHANDIGARH
E-Mail id- hq5sigbn@crpf.gov.in
Tel/Fax No. **01722925227**

A) TENDER SCHEDULE:

| | | |
|--|----|--|
| e-Tender Enquiry No. | :: | B.V-1/2022-23-Bldg-5 Signal-Minor Works dated 15/11/2022. |
| Name of work with its description and location | :: | Interior distemper & painting work of SOs Dormitory of 5 Signal Battalion at Hallomajra, Chandigarh. |
| Work schedule | :: | Details as per Appendix - 'A' of the Tender enquiry |
| Estimated cost | :: | Total :-Rs. 7,33,407.46(Rupees seven lakh thirty three thousand four hundred seven and forty six paise) only including all other taxes/charges (except EPF & ESIC). |
| Period of completion | :: | The time allowed for carrying out the work will be within 60 (sixty) days which will be reckoned from the 8 th day after the date of issue of work order. |
| E.M.D (In INR) | :: | Fixed Rs. 15,000.00 (Rupees fifteen thousand) only [Note: - EMD Should be valid at least for 90 days from the date of opening of tender. If thereafter validity of the E.M.D. require extension, the participating firms will be bound to extend the validity suitably] |
| Tender fee [In INR & Nonrefundable] | :: | Rs. 0.00 (Zero) only for those bidders who download bid documents from respective website. However, Rs. 100.00 (One Hundred) only for those bidders who wish to buy tender documents manually from the Tender Inviting Authority i.e. The Commandant-5 Signal Bn CRPF. |
| Pre Bid Meeting | :: | By 1130 Hrs on 21/11/2022 |
| Last date & time of submission offline documents in tender box | :: | By 1130 Hrs on 08/12/2022 |
| Last date & time of submission tender online on CPPP | :: | By 1130 Hrs on 08/12/2022 |
| Date & time of opening tender (Technical bid) | :: | At 1130 Hrs on 09/12/2022 |
| Validity of offer | :: | The tender shall remain open for acceptance till 90 days from the date of opening of bid and accepted rate shall remain valid during the work execution period including extended period if any. |

Signature of tenderer

B) IMPORTANT INSTRUCTIONS AND GENERAL GUIDELINES: -

Pre Bid Meeting will be held on 1130 hrs on 21/11/2022 at 5 Signal Bn CRPF, Hallomajra Chandigarh-02.

1. The intending tenderers must read all the terms and condition carefully and submit their tender through online tender (e-procurement website in CPP Portal) before due date & time **i.e. by 1130 hrs on 08/12/2022**,if they consider themselves eligible and are in possession to submit all the required documents. Tenderers are also advised to go through the Earnest Money, Payment terms and other clauses, terms and conditions of this tender enquiry carefully before participating in bidding process.
2. Bids (Technical bids only) against tender enquiry will be opened on the given date & time **i.e. at 1130 Hrs on 09/12/2022** in the Office of the Commandant-5 Signal Bn, CRPF, Hallo Majra Chandigarh. However, date of opening of financial bids will be intimated to the eligible tenderers only after technical bid evaluation.
3. Tenderers are requested to submit their bid/tender documents online through e-procurement website in CPP Portal duly filled and completed in all respect as per norms and original which are required to be submitted manually in tender box of 5 Signal Bn, CRPF, Hallomajra, Chandigarh duly sealed well before date of opening as specified in the tender enquiry to avoid last minute rush. In case date of opening of tender happens to be a closed holiday, the tender will be opened on next working day at the stipulated time. Late/Delay/Non submission of original documents manually in a sealed envelope in the tender box of 5 Signal Bn CRPF would result in rejection of bid during online bid opening. Department is not responsible for any postal delay.
4. All Tender documents attached with this invitation to tender including specifications are sacrosanct for considering any offer as complete offer. It is therefore important that Tender Acceptance Letter (**Appendix-‘B’ of T/E**)which is a written undertaking that all the terms and conditions of the tender are understood and accepted should be signed along with the seal of the concerned firm and submitted along with all documents as required with the bid.
5. Intending tenderer is eligible to submit the bid provided 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.
6. The license issued by the State Govt./Union Territory should be kept renewed as per periodicity laid down by the authority concerned and submit an attested copy of the same to the Commandant-5 Signal Bn CRPF, Hallomajra Chandigarh after each renewal during contractual period. The contractor should produce valid trade licence with their bid.
7. Name and status of the person signing the tender documents should clearly be mentioned in the tender documents.
8. Agreement shall be drawn/work order will be issued to the successful tenderer. Tenderers shall quote their rates as per terms and conditions which will form part of the agreement/contract.
9. The contractor shall obtain a valid license if applicable under the Contract Labour(R& A)Act, 1970 &the Contract Labour (Regulation and abolition) Act 1971 and subsequent amendments thereto if any before commencement of work or within 15 (fifteen) days after award of work contract which ever later.
10. The contractor shall comply with the provisions of Minimum Wages Act, 1948 and Contract Labour (Regulation and abolition) Act, 1970 amended from time to time and rule framed there under and other labour laws affecting contract labour that may be brought into force time to time. The contractor should also pay wages to his engaged workers against the contract as per existing latest notification of Ministry of Labour& Employment, G.O.I.
11. The time allowed for carrying out the work will be within **60 (sixty)**days which will be reckoned from the 8th day after the date of issue of work order. **However, if required, this period can be extended only by theCommandant-5 Signal Bn CRPF with justified reason.**

Signature of tenderer

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 workers engaged by the contractor/agency for execution of the work shall be at their own risk and in case of any untoward incident, mishap, the contractor/agency will be liable for such risks and the department will not be held responsible in any way for such mishap and untoward incidents.
14. The officer inviting bid or his duly authorized assistants will open bid in the presence of intending bidders who may be present at the time of opening and will enter the amounts of the several bids (during opening of financial bid) 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 there upon 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 with such unaccepted bid shall thereupon be returned to the contractors remitting the same, without any interest.
15. The contractor submitting the tender against the subject tender enquiry are informed that all relevant details with reference to the tender enquiry stipulations are to be clearly responded to. In case any of the tender enquiry stipulation 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 out rightly.
16. Tenderers who have **past experience** of the above work as per T/E specification should furnish their performance statement attached as '**Appendix-C**'. In case, it is found that information furnished is incomplete or incorrect, their tender will be liable to be ignored.
17. If the Tenderer want to mention any specific condition, it should be mentioned in firm's letter head only which will be placed on the first page of the bid. Such condition mentioned in any other document shall not be given any consideration.
18. **Work Specification:** - The work shall be carried out according to C.P.W.D. specifications 2009 Vol, I & II including up to date correction slips and as per additional conditions.
19. **Site visit and collecting local information:** -Before tendering, the tenderer is advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & power supply, application of taxes, duties and levies as applicable, accommodations they may require etc& any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender prices. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained/payable by the Commandant-5 Signal Bn CRPF, Hallomajra, Chandigarh at a later date.
20. **Validity of Tender:**-The tender for the works shall remain open for acceptance for a period **90(ninety)** days from the date of opening of price bid of tenders. If any tenderer withdraws his tender before said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money and the tenderer shall not be allowed to participate in the retendering process of the work. The validity period may be extended on mutual consent.
21. **Rejection/Cancellation/Scrap:** - The Competent Authority has the right to accept or reject/cancel/scrape the tender as whole or part of it and no claims whatsoever will be entertained on this account. The competent authority also reserves the right to increase/decrease/alter the place of work/ quantity of work etc. and no claims whatsoever will also be entertained.

Signature of tenderer

22. **Termination of contract on death of contractor:** -Without prejudice to any of the right or remedies under this contract, if the contractor dies, the Commandant-5 Signal Bn CRPF, Hallomajra, Chandigarh shall have the option of terminating the contract without compensation to the contractor. If the contractor is an individual or proprietary concern and individual or the proprietor dies or if the contractor is a partnership concern and one of the partner dies then unless, the Commandant-5 Signal Bn CRPF, Hallomajra, Chandigarh is satisfied that the legal representative of the individual for the proprietary concern or the surviving partners are capable of carrying out and completing contract, the Commandant-5 Signal Bn CRPF, Hallomajra, Chandigarh is entitled to cancel the contract for the uncompleted part without being in any way liable for any compensation payment to the estate of deceased contractor or to the surviving partners of the contractor's firm on account of the cancellation of contract. The decision of the Commandant-5 Signal Bn CRPF, Hallomajra, Chandigarh in such assessment shall be final and binding on the parties. In the event of such cancellation, the Commandant-5 Signal Bn CRPF, Hallomajra, Chandigarh shall not hold the estate of deceased contractor and/or the surviving partners of the contractor's firm liable for any damages for non-completion of contract.

23. **Direction for works:**-All works under the contract shall be executed with the direction and subject to approval in all respect of the Commandant-5 Signal Bn CRPF, Hallomajra, Chandigarh or his representative who shall be entitled to direct at what point or points and in what manner works are to be commenced and executed.

24. **Defect liability period:-**

- a. **12 (Twelve) Months** from the date of completion.
- b. The contractor shall stand guarantee for materials and workmanship. During the defect liability period, if any defect is observed due to workmanship or from any act of omission of the contractor, the contractor shall execute all such work of rectification and making good of defects, as may be required of him by competent authority at his own cost and within the time stipulated by competent authority. If the contractor fails to do any such work as required by the competent authority, **Retention money** shall be liable to be forfeited and the contractor shall make him-self liable to be blacklisted.
- c. The contractor shall indemnify the employer against any loss/liability that may be incurred by him on account of any failure on the part of the contractor for timely rectification of the defects pointed out within the defect liability period.
- d. Contractor is liable for damages & defects, if any during defect liability period as per GCC of **'Maintenance Work manual -2020'**.

25. Before starting the work, the contractor shall chalk out a programme in consultation with the Commandant-5 Signal Bn CRPF for his authorized representative at least one week in advance. The contractor shall have to adhere to this programme failing which he shall be held responsible for any inconvenience caused to the occupants. In order to ensure that the work is carried out according to the programme drawn, the contractor shall ensure adequate supply of the material and employ required labour strength for execution of work. In case contractor fails to arrange/employ adequate labour and stick to the programme, the Commandant-5 Signal Bn CRPF may supplement the labour, at the cost of the contractor after issue of one day's notice to the contractor. No claims for idle labour on any account shall be entertained. The contractor shall put his authorized representatives daily at the site of work (Enquiry Office 5 Signal Bn CRPF) for receiving instructions from the Commandant-5 Signal Bn CRPF and other inspecting officials from the department. His name and signature shall be attested by the contractor and kept on the record with the department.

26. Payment shall be made to contractor at once or in parts as per work & expenditure control, capping and availability of fund by the department /GOI and decision of the Commandant 5 Signal Bn, CRPF only after satisfactory completion of work. All measurement shall be recorded on standard measurement sheets which will be submitted to the Commandant-5 Signal Bn, CRPF for scrutiny and passing. The Commandant-5 Signal Bn, CRPF/Officer commanding of Building shall scrutinize and check the measurement records practically/on ground based on the final measurement sheet prepared/submitted by the available engineer of this department.

27. **Dispute in mode of measurement:** In case of dispute as to the mode of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian specification shall be followed.

Signature of tenderer

28. The site for the work shall be made available in parts. The drawings (if applicable) shall be made available in phased manner, as per requirement of the same as per approved programme of completion, submitted by the contractor after award of work.
- 29.
30. The contractor shall not be permitted to tender for works in the CRPF campus in which his near relative of CRPF official is involved. If so, he shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any CRPF officer/personnel.
- 31.
32. Department will not be responsible for any kind of incident involving the labour during or after the work. The contractor must insure the workers against all contingencies and be responsible for their safety.
33. **GST and Contractor's Regn. Number must be printed in the bill which will be submitted for recoupment/payment action.**
34. The contractor shall bear cost of liquidated damage for delay in completion of work within the stipulated time @ of 2% of contracted value for first week and thereafter it will be increasing @ 0.5% for per week respectively up to the 10% of contracted value in whole. **However, no liquidated damages charges will be levied for delay in completion if the reason of delay is satisfied to the Commandant-5 Signal Bn CRPF for justified reason.**
35. This Notice Inviting Tender shall form a part of the contract document.
36. The Commandant-5 Signal Bn, CRPF has all rights to terminate contract at any time without assigning any reason with a short notice. No claim for any compensation will however be entertained on such termination.
37. The tenderer is requested to submit all required documents of the tender enquiry duly completed in all respect and properly signed under seal for evaluation purpose. If tenderer fails to submit required documents after properly filling and signing, his offer will not be considered and it will be rejected.
38. The tenderer shall be responsible for arranging and maintaining at his-own cost all materials, tools & plants, water, electricity supply, facilities for executing work and all other services required for executing the work.
39. The successful tenderer shall make his-own arrangement for storage and watch and ward of material whether the same brought by him or supplied by the department. He shall remain responsible for watch and ward of installation and other fittings till these are commissioned and handed over to the department.
40. Successful tenderer should be in a position to produce, after opening of the price bids, the original in support of the self-attested copies of relevant documents submitted along with tender document. Failure to produce the original at this stage in support of the attested copies of firm registration/License/any other documents etc. submitted earlier would result in disqualification and forfeiture of EMD and also liable for debaring from participation in subsequent tenders of this office.
41. **Final Inspection:** - After completion of work as per specification and work of schedule as Appendix-'A', the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work are attributable to contractor, these shall be attended by the contractor at his own cost, as and when they are brought to his notice by the Commandant-5 Signal Bn, CRPF/Officer Commanding of Building. The Commandant-5 Signal Bn, CRPF and his representative shall have the right to have these defects rectified at the risk and cost of the contractor.
42. The quality of work should be as per CPWD standard. Substandard work will not be as per CPWD considered. For any substandard work if not rectified by the firm, quoted rate by the contractor will be decreased against item per unit.
43. The brands (if any) so mentioned in the approved list are only indicative.
44. Work scope may be changed depending upon the priority of the work.

45. In any case of dispute GCC maintenance work 2019 given at cpwd.gov.in will be adhered to.
46. No part of the contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation whatsoever without the consent in writing of the Commandant-5 Signal Bn, CRPF.
47. Time is the essence of the contract for maintenance works estimated cost upto Rs. 25 lakh and procedure will be adopted as per clause 5A of GCC 2020.
48. Procedure for 'Contribution of EPF & ESIC for maintenance works' will be adopted as per clause 19L of GCC 2020.
49. The firm should mandatorily upload the Tender Acceptance Letter on Firm/Contractor letter head in online mode which should be clearly readable. The contractor can also submit the Acceptance letter in hard copy in case he wishes so.
50. Recovery of Security Deposit for maintenance works, if any will be done as per the clause of GCC 2020.

Signature of tenderer

51. **Measurements of Work Done:-** Engineer-in-charge , shall excepts as otherwise provided, ascertain and determine by measurement, the value in accordance with the contractor of work done.
52. All measurement of all items having financial value shall be entered in Measurement Book/level field book so that a complete record is obtained of all works performed under the contract.
53. All measurement and levels shall be taken jointly be the Inst/SI/Civil or his authorized representative and by the contractor or his authorized from time to time during the progress of the work and such measurement shall be signed and dated by the engineer in charge and the contractor or their representatives in taken of their acceptance. If the contractor objects to any of the measurement recorded, a note shall be made to that effect with reason and signed by both the parties.
54. If for any reason the contractor or his authorized representative is not available and the work of recording measurement is suspended by the Inst/SI/Civil or his representative the engineer in charge and the department shall not claim from contractor for any loss or damages on his account. If the contractor or his authorized representative does not remain present at the time of such measurement after the contractor or his authorized representative has been given a notice in writing three(3) days in advance or fails to countersign or to record objection within a weak from the date of the measurement then such measurement recorded in his absence by the Engineer in charge or his representative shall be deemed to be accepted by the contractor.
55. It is also term of this contract that recording of measurement of any items of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to be sufficiency of any work or material to which it relates nor shall if relieve the contractor from liabilities from any over measurement or defects noticed till completion of the liability period.| Work scope may be changed depending upon the priority of the work.
56. No part of the CONTRACT not any share or interest their in shall in any manor or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation whatsoever without the consent in writing of the Estate officer.

Yours faithfully

Sd/-15/11/2022

(Vishal Kandwal)

Commandant-5 Signal Bn CRPF

Hallomajra, Chandigarh

for and on behalf of the President of India

C) **TERMS & CONDITIONS FOR PRICE, PAYMENT, TENDER FEE, E.M.D., PERFORMANCE GUARANTEE, SECURITY/RETENTION MONEY, BIDDING SYSTEM, METHOD OF BID SUBMISSION & ELIGIBILITY OF CONTRACTOR ETC:**

| | | |
|---|------------------------------------|---|
| 1 | Terms of price | <p>1.1 <u>Price should be quoted only as per price bid format/B.O.Q. provided along with tender documents at e-procurement site http://eprocure.gov.in/eprocure/app. 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. No price bid is required to be submitted with offline bid documents under technical bid.</u></p> <p>1.2 The lowest bidder will be decided on overall rate of entire work instead of item wise. Rates quoted by the bidder must be inclusive of applicable G.S.T. (Goods and Services Tax) and all other charges/ taxes excluding EPF & ESI Contributions against the contract with F.O.R.(Site of work) at Commandant-5 Signal Bn CRPF, Hallomajra, Chandigarh</p> |
| 2 | Payment terms | <p>2.1 Work as per schedule are to be executed on credit basis and E.C.S. payment will only be made through RPAO CRPF, JAMMU only after satisfactory completion of the work at once or in parts as per sub work as per expenditure control, capping and availability of fund by the department (GOI) and decision of the Commandant 5 Signal Bn, CRPF on production of bill in triplicate, bank mandate form, cancelled cheque and <u>an undertaking in firm's letter head that the workmen engaged for execution of the work have been paid applicable minimum wages as per relevant existing notification of Ministry of Labour & Employment, G.O.I. No interest will be payable on delayed payment in any case.</u></p> <p>2.2 While making payment TDS under section 194 (C) of I/Tax Rule 1961 and TGST under section of CGST & SGST Act'2017 as applicable will be deducted from the bill amount before release of payment. Security/Retention money can also be deducted @ 2.5% of the bill amount during payment release. Payment cannot be made in advance or immediately.</p> |
| 3 | Tender fees [Nonrefundable] | <p>3.1 Rs. 0.00 (Zero) only for those bidders who download bid documents online from respective website. However, Rs. 100.00 (One Hundred) only for those bidders who wish to buy tender documents manually from the Tender Inviting Authority i.e. the Commandant-5 Signal Bn CRPF on behalf of the President of India.</p> <p>3.2 Bidders who wish to purchase tender set manually from the Tender Inviting Authority i.e. the Commandant-5 Signal Bn CRPF, he has to pay Rs. 100.00 (One Hundred) only in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee with required validity in favour of THE COMMANDANT 5 SIGNAL BN. CRPF, HALLOMAJRA CHANDIGARH 160002. [Bankers: SBI RAMDARBAAR, CHANDIGARH CODE SBIN0007501.]</p> |
| 4 | Earnest Money Deposit | <p>4.1 All bidders who are registered for execution of required work as mentioned in the tender enquiry either with MSEs (Micro and small enterprises) as defined in MSE Procurement Policy issued by Micro, Small and Medium Enterprises (MSME) or CPO (Central Purchase Organization) are required to submit earnest money (bid security) of Rs. 15,000/- (Rupees fifteen thousand) only fixed with required validity along with their offer. Registration with any other organization will not exempt them from depositing earnest money. As per Government Policy, PSUs are not exempted from depositing Earnest Money deposit. For getting exemption from submission of bid security relevant papers with the bid documents is essentially required to be submitted.</p> <p>4.2 The tender received without earnest money (bid security) wherever applicable shall be rejected summarily.</p> <p>4.3 The earnest money (bid security) can be deposited by the bidders through any of the following alternative forms:</p> <ol style="list-style-type: none"> Crossed bank draft/banker cheque drawn in favour of Commandant- 5 Signal Bn CRPF payable at Bankers: SBI RAMDARBAAR, CHANDIGARH CODE SBIN0007501.). Fixed deposit receipt drawn in favour of Commandant-5 Signal Bn CRPF payable at Bankers: SBI RAMDARBAAR, CHANDIGARH CODE SBIN0007501.). An irrecoverable bank guarantee of any nationalized/scheduled bank or reputed commercial bank in the attached format as at Annexure 'A'. |

Signature of Tendere

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| | | <p>4.4 The earnest money (bid security) shall remain valid for a period of 90 days from the date of tender opening. If the validity of the tender is extended, the validity of the BG/or any other alternate documents submitted in lieu of earnest money (bid security) 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>4.5 No interest shall be payable on the earnest money deposited by the tenderer.</p> <p>4.5 The earnest money (bid security) deposited is liable to be forfeited if the tenderer withdraws or amends/impairs or derogates from the tender in any respect within the period of validity of his tender.</p> <p>4.6 The Earnest Money (Bid Security) of the successful tenderer shall be returned after Security Deposit (Performance Guarantee) as required in terms of the contract furnished by the tenderer.</p> <p>4.7 If the successful tenderer fails to furnish the Security Deposit (Performance Guarantee) 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>4.8 Earnest Money (Bid Security) deposit of all the unsuccessful bidders will be returned as early as possible after the expiry of bid's validity, but not later than 30 days after placement of contract.</p> |
| 5 | Performance Guarantee | <p>5.1 The successful contractor shall have to deposit a Performance Guarantee equivalent from 3 % of the contract value of the work within 07 (Seven) days from the date of commencement of contract or issue work order whichever is earlier. Due performance failure on the part of the firm to deposit the Performance Guarantee within stipulated time empowers the competent authority to cancel the contract.</p> <p>5.2 The Performance Guarantee submitted by the supplier will remain valid at least for 60 days beyond the date of completion of all contractual obligations of the contractor including warranty obligations.</p> <p>5.3 The Performance Guarantee can be deposited in any of the following alternative forms:</p> <ul style="list-style-type: none"> a) A crossed bank draft drawn in favour of Commandant-5 Signal Bn, CRPF payable at Bankers: SBI RAMDARBAAR, CHANDIGARH CODE SBIN0007501. b) Fixed deposit receipt drawn in favour of Commandant-5 Signal Bn, CRPF payable at Bankers: SBI RAMDARBAAR, CHANDIGARH CODE SBIN0007501. d) An irrecoverable bank guarantee of any nationalized/ scheduled bank or reputed commercial bank in the attached format as at Annexure 'B'. <p>5.4 If the contractor fails to provide required services as per schedule from the contract commencement date and places requests for extension of time, he shall submit an undertaking on Non judicial stamp paper of Rs. 10/- only duly attested by the Notary Public stating that the Performance Guarantee has already been extended for sixty days beyond the guarantee/warranty period of the contract.</p> <p>5.5 The Performance Guarantee shall be withheld or forfeited in full or part in case the work order is not executed/complied satisfactorily within the stipulated period or requisite standard within the guarantee period is not undertaken to the best satisfaction of the user/department.</p> <p>5.6 Performance Guarantee will be returned to the bidder only after end of all contractual obligations.</p> |
| 6 | Security/ Retention Money | <p>Security/retention money @ 2.5% of the gross amount of the bill shall be deducted from the contractor during payment. The contractor can also deposit the security deposit through FDR @ 2.5% of the gross amount in favour of THE COMMANDANT 5 SIGNAL BN, CRPF, HALLOMAJRA CHANDIGARH 160002, payable at Bankers: SBI RAMDARBAAR, CHANDIGARH CODE SBIN0007501.) before submitting the final bill for payment action. The security deposit or retention money shall be refunded to the contractor after expiry of defects liability period or on payment of the amount of the final bill whichever is later. This is in addition to performance guarantee that the contractor is required to deposit.</p> |

Signature of tenderer

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|-----|---|---|----|--|----|--|----|--|----|------------------------------|----|---|----|--|----|---|----|---|----|---|-----|--|-----|--|-----|---|-----|---|-----|---|-----|-------------------------|
| 7. | System of bidding | <p>7.1. Bids are required to be submitted in two bid system i.e. technical & financial bid separately.</p> <p>7.2. In technical bid, the bid documents as per below mentioned details are required to be submitted only on CPPP in http://eprocure.gov.in/eprocure/app. Certain documents which are also mentioned below are required to be submitted in original manually and to be dropped in tender box at HQr-5 Signal Bn CRPF, Hallomajra, Chandigarh in a sealed envelope through by hand/registered post.</p> <p>7.3. <u>The composite bid i.e. rate indicating in the technical bid “OPENLY” shall be ignored and bid will be rejected summarily.</u></p> <p>7.4. Price should be quoted only as per price bid (financial bid) format/B.O.Q provided along with tender documents at e-procurement site http://eprocure.gov.in/eprocure/app. No price bid is required to be submitted with offline bid documents under technical bid.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. | Method of submission of bid | <p>8.1 All bidders are required to submit their offer in two bid system i.e. technical & financial bid separately. <u>The composite bid i.e. rate indicating in the technical bid ‘OPENLY’ shall be ignored and bid will be rejected summarily.</u></p> <p>First Cover (Technical bid):-</p> <p>8.2 The submission of technical bid will be entertained only online in e-procurement website. The tender enquiries duly filled in all aspects and having completed all applicable formalities along with scanned copy of required documents as per below mentioned details may be submitted online through CPP Portal as well as original as required and mentioned below be sent in sealed envelope duly superscripted with tender enquiry number, Name of Work and date of opening by registered post/speed post duly stamped or by courier/by hand to the <u>Commandant-5 Signal Bn CRPF, Hallomajra, Chandigarh</u> 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.</p> <p>8.3 Details of documents required to be furnished/submitted by all the bidders in technical bid for participating in the bidding process are as under:</p> <p>a) Documents (Legible scanned copy, duly signed) required to be submitted online in CPPP under technical bid:</p> <table border="1" data-bbox="488 1121 1458 1938"> <tr> <td data-bbox="496 1121 532 1184">1.</td> <td data-bbox="537 1121 1450 1184">All pages of the tender documents duly completed in all respect duly signed by the authorized signatory of the firm/contractor under the seal.</td> </tr> <tr> <td data-bbox="496 1190 532 1253">2.</td> <td data-bbox="537 1190 1450 1253">Tender acceptance letter as per Appendix-‘B’ of Tender Enquiry (In firm’s letter head).</td> </tr> <tr> <td data-bbox="496 1260 532 1323">3.</td> <td data-bbox="537 1260 1450 1323">Receipt of original EMD by Tender Inviting Authority. (As per schedule to tender).</td> </tr> <tr> <td data-bbox="496 1329 532 1350">4.</td> <td data-bbox="537 1329 1450 1350">Copy of valid Trade licence.</td> </tr> <tr> <td data-bbox="496 1356 532 1419">5.</td> <td data-bbox="537 1356 1450 1419">Copy of valid registration of the firm/contractor with CPWD/State PWD/Railways/MES/ Any Govt. Organizations/ PSU etc. on related works.</td> </tr> <tr> <td data-bbox="496 1425 532 1446">6.</td> <td data-bbox="537 1425 1450 1446">Copy of registration certificate under GST Act & PAN Card.</td> </tr> <tr> <td data-bbox="496 1453 532 1547">7.</td> <td data-bbox="537 1453 1450 1547">Past performance (if any) on similar works in the format enclosed with the tender as Appendix-‘C’ along with copy of work orders in supporting. Priority will be given to those with previous experience of similar works.</td> </tr> <tr> <td data-bbox="496 1554 532 1575">8.</td> <td data-bbox="537 1554 1450 1575">Copy of Latest ITR (ITR-V only) & last G.S.T. return of the firm.</td> </tr> <tr> <td data-bbox="496 1581 532 1644">9.</td> <td data-bbox="537 1581 1450 1644">Last Annual Turnover statement (Only balance sheet to be submitted duly authenticated).</td> </tr> <tr> <td data-bbox="496 1650 532 1745">10.</td> <td data-bbox="537 1650 1450 1745">Partnership Agreement of the firm if the firm is a partnership firm. (If no papers submitted with the bid it will be assumed that the firm is a Single Proprietary and will held responsible if found false on later stage).</td> </tr> <tr> <td data-bbox="496 1751 532 1772">11.</td> <td data-bbox="537 1751 1450 1772">Specific Information as asked for as per Appendix-‘D’.</td> </tr> <tr> <td data-bbox="496 1778 532 1799">12.</td> <td data-bbox="537 1778 1450 1799">Check list as per Appendix-‘E’ after showing compliance.</td> </tr> <tr> <td data-bbox="496 1806 532 1827">13.</td> <td data-bbox="537 1806 1450 1827">Any other relevant documents which the firms wish to submit as a part of offer.</td> </tr> <tr> <td data-bbox="496 1833 532 1896">14.</td> <td data-bbox="537 1833 1450 1896">Copy of labour license for providing workmanship/ manpower etc by concerned department/authority.</td> </tr> <tr> <td data-bbox="496 1902 532 1923">15.</td> <td data-bbox="537 1902 1450 1923">Not blacklist Affidavit</td> </tr> </table> | 1. | All pages of the tender documents duly completed in all respect duly signed by the authorized signatory of the firm/contractor under the seal. | 2. | Tender acceptance letter as per Appendix-‘B’ of Tender Enquiry (In firm’s letter head). | 3. | Receipt of original EMD by Tender Inviting Authority. (As per schedule to tender). | 4. | Copy of valid Trade licence. | 5. | Copy of valid registration of the firm/contractor with CPWD/State PWD/Railways/MES/ Any Govt. Organizations/ PSU etc. on related works. | 6. | Copy of registration certificate under GST Act & PAN Card. | 7. | Past performance (if any) on similar works in the format enclosed with the tender as Appendix-‘C’ along with copy of work orders in supporting. Priority will be given to those with previous experience of similar works. | 8. | Copy of Latest ITR (ITR-V only) & last G.S.T. return of the firm. | 9. | Last Annual Turnover statement (Only balance sheet to be submitted duly authenticated). | 10. | Partnership Agreement of the firm if the firm is a partnership firm. (If no papers submitted with the bid it will be assumed that the firm is a Single Proprietary and will held responsible if found false on later stage). | 11. | Specific Information as asked for as per Appendix-‘D’ . | 12. | Check list as per Appendix-‘E’ after showing compliance. | 13. | Any other relevant documents which the firms wish to submit as a part of offer. | 14. | Copy of labour license for providing workmanship/ manpower etc by concerned department/authority. | 15. | Not blacklist Affidavit |
| 1. | All pages of the tender documents duly completed in all respect duly signed by the authorized signatory of the firm/contractor under the seal. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Tender acceptance letter as per Appendix-‘B’ of Tender Enquiry (In firm’s letter head). | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | Receipt of original EMD by Tender Inviting Authority. (As per schedule to tender). | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | Copy of valid Trade licence. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | Copy of valid registration of the firm/contractor with CPWD/State PWD/Railways/MES/ Any Govt. Organizations/ PSU etc. on related works. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. | Copy of registration certificate under GST Act & PAN Card. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. | Past performance (if any) on similar works in the format enclosed with the tender as Appendix-‘C’ along with copy of work orders in supporting. Priority will be given to those with previous experience of similar works. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. | Copy of Latest ITR (ITR-V only) & last G.S.T. return of the firm. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9. | Last Annual Turnover statement (Only balance sheet to be submitted duly authenticated). | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10. | Partnership Agreement of the firm if the firm is a partnership firm. (If no papers submitted with the bid it will be assumed that the firm is a Single Proprietary and will held responsible if found false on later stage). | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11. | Specific Information as asked for as per Appendix-‘D’ . | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12. | Check list as per Appendix-‘E’ after showing compliance. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13. | Any other relevant documents which the firms wish to submit as a part of offer. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14. | Copy of labour license for providing workmanship/ manpower etc by concerned department/authority. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15. | Not blacklist Affidavit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Signature of tenderer

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|---|--|--|---|--|---|--|
| | | <p>b) Documents required to be submitted in original manually and to be dropped in tender box at HQr-5 Signal Bn, CRPF, Hallomajra, Chandigarh duly sealed under technical bid:</p> <table border="1" data-bbox="501 289 1450 359"> <tr> <td data-bbox="509 296 553 321">1</td> <td data-bbox="553 296 1450 321">Tender acceptance letter (In firm's letter head)</td> </tr> <tr> <td data-bbox="509 321 553 346">2</td> <td data-bbox="553 321 1450 346">Original Earnest Money (Bid security) deposit.</td> </tr> </table> <p>8.4 On due date & time, the technical bid will be opened and evaluated by the appropriate committee. Bids which will be accepted in technical bid evaluation stage will be considered for opening of financial bid. No financial bid will be opened in respect of bids which are technically disqualified.</p> <p>Second Cover (Financial bid):</p> <p>8.5 Price (financial) bid should be quoted only as per price bid format/BOQ provided along with tender documents at e-procurement site http://eprocure.gov.in/eprocure/app. 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. No price bid is required to be submitted with offline bid documents.</p> <p>8.6 Financial (Price) bid of technically qualified bid will be opened on due date and time which will be fixed after technical evaluation report and thereafter ranking statement will be prepared and other formalities will be completed before awarding the contract to the successful bidder.</p> | 1 | Tender acceptance letter (In firm's letter head) | 2 | Original Earnest Money (Bid security) deposit. |
| 1 | Tender acceptance letter (In firm's letter head) | | | | | |
| 2 | Original Earnest Money (Bid security) deposit. | | | | | |
| 9 | Eligibility criteria of Contractor | <p>9.1 The Tenderer should be eligible for civil work contractors of CPWD, PWD, MES, BRO or any Government registered contractors who has done similar work for Central/State Govt.</p> <p>9.2 The enlistment of the contractors should be valid on the last date of submission of tenders. In case only the last date of opening of tender is extended, the enlistment of contractor should be valid on the original date of opening of tenders. A copy of Registration Certificate/Trade License issued by State/Central Govt. is mandatory to submit with the tender documents by the tenderer (s). Three similar work each of value not less than 40% of the estimated cost, or Two similar works, each of value not less than 60 % of the estimated cost or One similar work of value not less than 80 % of the estimated cost, all amount rounded off to convenient full figure, in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited.</p> | | | | |

Signature of tenderer

D) ADDITIONAL CONDITIONS OF TENDER ENQUIRY: -

1. The prospective tenderers should visit the site and acquaint themselves of the conditions existing, restrictions in movement/working hours/security aspects/conditions of the contract. No complaints of losses, variation etc., will be entertained at a later date. The prospective tenderer should have adequate past experience in handling similar works.
2. The contractor shall employ qualified/trained/skilled workmen for execution of the work and will provide the working tools of standard ISI quality with safety precautions.
3. The contractor shall be responsible for setting all claims and indemnify the department against any claims arising out of any accidents to the workmen, loss of working tools and/or other material etc.
4. Installations taken for execution of the work against the contract should be handed over back to the authorities or the allottees of this department in good condition after execution of the awarded work. It is the responsibility of the contractor to ensure it.
5. The contractor shall note & ensure that the work should be executed by his engaged workmen in its true spirit therein promptness, punctuality and professionalism are of utmost significance and which cannot be compromised upon. The workmen employed on the job shall be of polite in nature and well mannered. In case it is observed that one or more workmen are felt to impolite or badly behaved, the competent authority or his authorized representative will be authorized to issue notices to the contractor in writing directing immediate replacement of such workmen.
6. The awarded work will be carried out by the workmen provided by the contractor by ensuring observance of all precautionary measures with wearing safety dress and using prescribed safety tools, provided by contractor.
7. No travelling allowance, overtime allowance, dearness allowance, transport facilities etc., shall be paid/provided to the engaged workmen for carrying out their job against the contract as per tender enquiry. These are deemed to be included within the quoted rates.
8. All types of **working tools etc.** for execution of the work shall strictly be provided by the successful tenderer. No extra payment shall be made on this account.
9. The contractor shall be responsible for payment of minimum wages to each worker employed by him. The contractor should ascertain the rate of current minimum wages as per Ministry of Labour &Employments, G.O.I. before quoting bid against tender enquiry.
10. No claim for any regularization of workmen employed by the Contractor for execution of the work will be entertained after completion of the awarded work.
11. The Contractor has to remove/replace the **erring staff** employed by him if they misbehave, refuse to do the work related to the contract as per the instructions of the Department. The decision of the Commandant, 5 Signal Bn. CRPF will be final & binding in this regard to all concerned.
12. **Utmost care shall** be taken to avoid any accident/damage etc. if any accident/ injury occurred to the workmen in course of duty, the sole responsibility rest with the Contractor, the Department is no way responsible to such accident/injury, and no claim for any kind of compensation will be entertained.
13. It is the responsibility of the contractor to provide **extra workmen** if any required for execution of the awarded work timely.
14. **No repeat notice** will be demanded/accepted by the workmen during work execution period. Such cases will be viewed seriously and the Contractor will be squarely held responsible for such misconduct by their engaged workmen.
15. All the workmen engaged for the work shall be **group insured** by the contractor during the period of contract. In case, the contract is extended beyond the period stipulated in the agreement, the contractor shall extend the group insurance for the extended period of contract.
16. The contractor shall strictly follow security instructions/standing order as directed by Commandant -5 Signal Bn. CRPF. He shall follow all **local bylaws/ labour regulations** as prescribed by Central/ State Government authorities.

Signature of tenderer

17. The contractor and/or his engaged workmen should not remove/disturb/dislocate the existing installation and its parts from its locations until and unless it is authorized by the competent authority. The entire installation should be intact at any time of inspection and as handed over to his engaged worker at the time of initial taking over for execution of the work. Utmost care should be taken to not damage, improper handling etc. The contractor shall be responsible for any damage or theft and shall have to make goods/installation to its original shape and description as and when damage/theft etc., takes places/is noticed due to carelessness of his engaged worker.
18. Proper disbursement record of payment to the workers should be kept in this regard and produce to the department on demand.
19. Immediate after award of the work, the contractor shall, submit the list of persons to be employed on the job, along with their government issued photo identity card, present and permanent address details, contact no in firm's letter head.
20. The Contractor shall comply with the orders issued by the Commandant-5 Signal Bn CRPF, Hallomajra, Chandigarh from time to time during the contractual period. If he fails to do so, his failure will be a breach of contract and the Commandant-5 Signal Bn, CRPF 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 him.
21. The contractor or his representative must be present on site during work execution period.
22. All materials required to be used on works shall be got approved from the competent authority in advance.
23. Electricity shall be arranged by contractor for any use at site of work without any extra payment. Only soft water (having pH value between 6.5 to 8.5 scale ranges) will be arranged/used by the contractor at his own in all types of work to avoid rusting/corrosion in building of this campus.
24. The work shall be carried out in accordance with the drawings (if any) to be issued from time to time. Before commencement of any item of work, the contractor shall correlate all the relevant drawings (if any) issued for the work and satisfy himself that the information available from there is complete and unambiguous. The discrepancy, if any, shall be brought to the notice of the competent authority before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and or in complete information.
25. The Contractor shall make all necessary arrangements for protecting from rains, fog or likewise extreme weather conditions, the work already executed and for carrying out the further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account. Also, no claims for hindrance shall be entertained on this account.
26. In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make it, at his own cost, the damages caused, if any. Further, no claims for hindrance shall be entertained on this account.
27. The contractor will take reasonable precaution to prevent his workmen and employees from removing and damaging any flora (plant/vegetation) from the project area.
28. **Tools and plants:** -The bidder should own constructions equipment as per requirement for the proper and timely execution of the work. Nothing extra shall be paid on this account. No tools and plants including any special T&P etc. shall be supplied by the department and the contractor shall have to make his own arrangements at his own cost. No claim of hindrance (or any other claim) shall be entertained on this account.

Signature of tenderer

29. **Rates:-**The rates quoted by the contractor are deemed to be inclusive of site clearance, setting out work, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers as per drawing supplied by Competent authority, working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.
30. **Quality Assurance:-**
- a) The proposed works is a prestigious project and quality of work is of paramount importance. Contractor shall have to engage well-experienced skilled labour and deploy modern T&P and other equipment to execute the work. Material required to be used for subject work should be upgraded as mentioned in Scope of Work.
 - b) The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limit shall be summarily rejected by the competent authority & contractor shall be bound to replace/remove such sub-standard/ defective work immediately. If any material, even though approved by competent authority is found defective or not conforming to specifications shall be replaced/removed by the contractor at his-own risk & cost.
 - c) All materials and fittings brought by the contractor to the site for use shall confirm to the samples approved by the competent authority which shall be preserved till the completion of the work. If a particular brand of material is specified in the item of work in schedule of quantity, the same shall be used after getting the same approved from competent authority. Wherever brand/quality of material is not specified in the item of work, the contractor shall submit the samples as per suggested list of brand names given in the tender document/particular specifications for approval of competent authority. All other items and materials shall be used with the approval of competent authority.
 - d) The tests, as necessary, shall be conducted in the laboratory approved by the competent authority. The samples shall be taken for carrying out all or any of the tests stipulated in the particular specifications and as directed by the competent authority or his authorized representative.
 - e) The Contractor shall at his own risk and cost make all arrangements and shall provide all such facilities including material and labour, the competent authority may require for collecting, preparing, forwarding the required number of samples for testing as per the frequency of test stipulated in the contract specifications or as considered necessary by the competent authority, at such time and to such places, as directed by the competent authority. Nothing extra shall be payable for the above.
 - f) The Contractor shall maintain all the work in good condition till the completion of entire work. The Contractor shall be responsible for and shall make good, all damages and repairs, rendered necessary due to fire, rain, traffic, floods or any other causes. The Competent authority shall not be responsible for any claims for injuries to person/workmen or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the Contractor or of any other of his representatives, in his employment during the execution of the work.
31. The Contractor will deploy sufficient number of technical and administrative employees for the proper execution of the contract. The bidder should submit a list of these employees stating clearly how these would be involved in this work.

Signature of tenderer

32. **Submission and documentation:** -Contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc. under various labour laws and other regulations applicable to the works, at his site office.
33. **Temporary water/ electricity/ telephone connection:**
- a) Arrangement of temporary telephone connection, water and electricity required by Contractor, shall be made by him at his own cost and also necessary permissions shall be obtained by him directly from concerned authorities, under intimation to the department. Also, all initial cost and running charges, and security deposit, if any, in this regard shall be borne by him. The Contractor shall abide by all the rules/ byelaws applicable in this regard and he shall be solely responsible for any penalty on account of violation of any of the rules / byelaws in this regard. Nothing extra shall be payable on this account.
 - b) The Contractor shall be responsible for maintenance and watch and ward of the complete installation and water/electricity meter and shall also be responsible for any pilferage, theft, damage, penalty etc. in this regard. The Contractor shall indemnify the department against any claim arising out of pilferage, theft, damage, penalty etc. whatsoever on this account. Security deposit for the work shall be released only after no dues certificates are obtained from the local authorities from whom temporary electric/ water / telephone connection have been obtained by the Contractor. Nothing extra shall be payable on this account.
 - c) The Department shall in no way be responsible for either any delay in getting electric and/or water and/or telephone connections for carrying out the work or not getting connections at all. No claim of delay or any other kind, whatsoever, on this account shall be entertained from the Contractor. Also contingency arrangement of stand-by water & electric supply shall be made by the Contractor for commencement and smooth progress of the work so that work does not suffer on account of power failure or disconnection or not getting connection and soft water deficiency at all. No claim of any kind whatsoever shall be entertained on this account from the Contractor. Nothing extra shall be payable on this account.
34. **Setting out:-**
- a. The Contractor shall carry out survey of the work area, at his own cost, setting out the layout of work in consultation with the competent authority or authorized representative of the competent authority & proceed further. Any discrepancy between the architectural drawings (if any) and actual layout at site shall be brought to the notice of the competent authority or authorized representative of the competent authority. It shall be responsibility of the contractor to ensure correct setting out of alignment. Total station survey instruments only shall be used for layout, fixing boundaries, and centre lines, etc., along with the odolites. Nothing extra shall be payable on this account. The Contractor shall establish, maintain and assume responsibility for grades, lines, levels and benchmarks. He shall report any errors or inconsistencies regarding grades, lines, levels, dimensions etc. to the competent authority before commencing work. Commencement of work shall be regarded as the Contractor's acceptance of such grades, lines, levels, and dimensions and no claim shall be entertained at a later date for any errors found.
 - b. If at any time, any error appears due to grades, lines, levels and benchmarks during the progress of the work, the Contractor shall, at his own expense rectify such error, if so required, to the satisfaction of the competent authority. Nothing extra shall be payable on this account.
 - c. Though the site levels are indicated in the drawings (if any) the contractor shall ascertain and confirm the site levels with respect to benchmark from the concerned authorities. The contractor shall protect and maintain temporary/permanent benchmarks at the site of work throughout the execution of work. These benchmarks shall be got checked by the competent authority or his authorized representatives. The work at different stages shall be checked with reference to bench marks maintained for the said purpose. Nothing extra shall be payable on this account.
 - d. The approval by the competent authority, of the setting out by the contractor, shall not relieve the contractor of any of his responsibilities and obligation to rectify the errors/defects, if any, which may be found at any stage during the progress of the work or after the completion of the work.
 - e. The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignments, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the Contractor at his own cost to the entire satisfaction of the Engineer-in-Charge.

Signature of tenderer

35. **Testing of materials: -**

- a) The contractor shall procure all the materials in advance so that there is sufficient time for testing and approving of the material and clearance of the same before use in work.
 - b) The contractor's rates for the items involving the use of materials shall be deemed to cover the cost of sample. The cost of packaging, sealing, transportation, loading, unloading etc. shall be borne by the contractor. Testing charges shall also be borne by the contractor.
36. In case there is any discrepancy between English version and corresponding Hindi version. If provided, then the provision in English version will prevail.
37. All other issues related to the work which are not covered/incorporated in preceding paras/points, the decision of the Commandant-5 Signal Bn, CRPF in every issue will be final & binding to all concerned.

Signature of tenderer

Sd/-15/11/2022
(Vishal Kandwal)
Commandant-5 Signal Bn CRPF
Hallomajra, Chandigarh
for and on behalf of the President of India

Instructions for online bid submission**Instructions to the bidders to submit the bids online through the Central Public Procurement Portal for e-procurement at****<http://eprocure.gov.in/eprocure/app>**

| | |
|-----|--|
| 1) | Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractor/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering. |
| 2) | Bidder should do the enrolment in the e-procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided. |
| 3) | Bidder need to login to the site through their user ID/Password chosen during enrolment/registration. |
| 4) | Then the Digital Signature Certification (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/n-Code/e-Mudra of any Certifying Authority recognized by CCA India on e-Token/Smart Card, should be registered. |
| 5) | The DSC that is registered only should be used by the bidder and should ensure safety of the same. |
| 6) | Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested. |
| 7) | After downloading/getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked , otherwise bid will be rejected. |
| 8) | If there are any clarification, this may be obtained online through the tender site or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online. |
| 9) | Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/Smart Card to access DSC. |
| 10) | Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder. |
| 11) | From my tender folder, he selects the tender to view all the details indicated. |
| 12) | It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected. |
| 13) | Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online from the tenders, should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. File size should be less than 1 MB since the transaction uploading time will be very fast. |
| 14) | If there is any clarification, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids. |
| 15) | The Bidders can update well in advance, the documents such as certificates, annual report details etc., under my Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids. |

Signature of the tenderer

| | |
|-----|--|
| 16) | Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instructions should be uploaded as part of the offer. |
| 17) | While submitting the bids online, the bidder should reads the terms & conditions carefully and accepts the same to proceed further to submit the bid packets. |
| 18) | The bidder has to select the payment option as offline to pay the Tender Fee/EMD as applicable and enter details of the instructions. |
| 19) | The details of the DD/any other accepted instructions, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable. |
| 20) | The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements. |
| 21) | The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected. |
| 22) | If the price bid format is provided in a spread sheet file like BOQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender. |
| 23) | The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour. |
| 24) | After the bid submission (i.e. after Clicking 'Freeze Bid Submission' in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date. |
| 25) | The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc. in the e-tender system. The bidder should follow this time during bid submission. |
| 26) | All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. |
| 27) | Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. |
| 28) | The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done. |
| 29) | The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser. |
| 30) | For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0120-4200462, 0120-4001002 or 91-8826246593 or send a mail over to – cphp-nic@nic.in |

Signature of the Tenderer

SCHEDULE OF QUANTITIES/WORK SCHEDULE

Name of Work: - Interior distemper & painting work in SOs’ Mess of 5 Signal Bn at Hallomajra, Chandigarh.

Schedule of Quantities:

| ItemNo | Description of Item | Unit | Qty. |
|---------------|---|-------------|-------------|
| (1) | (2) | (3) | (4) |
| 1 | Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repair to scratches etc complete. | sqm | 3985.29 |
| 2 | 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 | 3985.29 |
| 3 | Distemping with 1 st quality acrylic distemper (ready made) having VOC content less than 50 gm per ltr. of approved manufacture and of required shade and colour complete as per manufacturer’s specification. | | |
| 3.1 | Old work (one or more coats) | sqm | 3985.29 |
| 4 | Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : | | |
| 4.1 | One or more coats on old work | sqm | 201.36 |

Note:- The lowest bidder will be decided on overall rate of entire work instead of item wise. Rates quoted by the bidder must be inclusive of applicable G.S.T. (Goods and Services Tax) and all other charges with F.O.R. (Site of work) excluding EPF & ESI contributions at 5 Signal Bn CRPF, Hallomajra, Chandigarh.

Signature of tenderer

Sd/-15/11/2022
(Vishal Kandwal)
Commandant-5 Signal Bn CRPF
Hallomajra, Chandigarh
for and on behalf of the President of India

TENDER ACCEPTANCE LETTER
(To be given on Firm’s/Company’s Letter Head)

Date:

To,

Subject: **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..... as per your advertisement, given in the above mentioned website(s) or by registered post from O/O the Commandant-5 Signal Bn CRPF, Hallomajra, Chandigarh.
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/ organization 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)
Signature of Tenderer

PERFORMANCE STATEMENT OF SIMILAR COMPLETED WORKS

Name of Firm: _____

1. Contract/Agreement No. :

2. Department/Ministry/PSU etc. where works has been executed. :

3. Description/Name of Work :

4. Value of the contract :

5. Due work completion period as per contract:

6. Works started on :

7. Works completed on :

Signature of the Tenderer

QUESTIONNAIRES THAT REQUIRES SPECIFIC ANSWER BY THE TENDERERS FOR PARTICIPATION IN BID FORMALITIES

[Tenderer may please note that if the answer so furnished are not clear and/or are evasive, the tender will liable to be ignored]

| S/N | Questions/Information that require specific answer | Specific answer by the tenderer |
|-----|---|---------------------------------|
| 1. | e-Tender Enquiry No. and date in which firm is participating | |
| 2. | Name & full address of the firm/contractor along with contact no and e-mail id | |
| 3. | What is the permanent Income Tax A/C No? (Copy of PAN must be uploaded with the bid in e-procurement portal) | |
| 4. | Status of the firm (Single proprietary/partnership firm) | |
| 5. | Deptt./Organization (Central/State Govt. or other PSU etc) with which the firm is registered for the tendered work along with following details | |
| | i) Registration No. with date of issue | |
| | ii) Registration issued by | |
| | iii) Registration valid up to | |
| 6. | What is the GST Registration No. of the firm?(Copy of GST registration certificate must be uploaded with the bid in e-procurement portal) | |
| 7. | Banker details of the firm:- | |
| | i) Bank Name, Branch and Bank Account No. (Core branch only) | |
| | ii) IFSC Code of the branch | |
| | iii) Whether branch is NEFT/RTGS enabled or not? | |
| 8. | Full name & address of the person signing the bid documents (In block letter) | |
| 9. | Whether signing as proprietor/partner/constituted attorney/duly authorized by company | |
| 10. | Name and address of the witness in block letter alongwith contact number. | |
| 11. | Signature of the witness at Sl. No. 10 | |

Signature of the Tenderer

Check list for tenderer

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

| S/N | Requirements to be checked by the tenderer before submission of the tender | Compliance (To be indicated with “YES” after Compliance of the requirements) |
|-----|--|--|
| 1. | Whether tenderer has submitted required Earnest Money Deposit (Bid security) if applicable as specified in Schedule to Tender? If not then for getting exemption whether relevant papers with the bid documents has been submitted? | |
| 2. | Whether the tenderer has quoted rate only online as per price bid format/B.O.Q. along with tender documents at e-procurement site http://eprocure.gov.in/eprocure/app.? | |
| 3. | Whether the rates have been quoted inclusive of applicable G.S.T. (Goods and Services Tax) and all other dues & charges including EPF & ESI Contributions along with employer’s part and Site of work at 5 Signal Bn, CRPF,Hallomajra, Chandigarh ? | |
| 4. | Whether the tenderer is agreed with the condition of the tender that the offer is valid for acceptance till 90 days from the opening of bid and subject to acceptance of bid for purchase the rate will remain valid during the entire work execution period also? | |
| 5. | Whether the tenderer is agreed with the Tolerance Clause of the Tender Enquiry? | |
| 6. | Whether the bidder having past experience for similar works in Government department?[If yes, Tenderers should give their past performance in the specified format given in the Tender documents (Appendix-C)] | |
| 7. | Whether the tenderer is agreed to the Arbitration clause of the Tender Enquiry? | |
| 8. | Business dealing with their firms has not been banned by any Government/ Private Agencies. | |
| 9. | Whether each and every page of the tenderer documents have been uploaded in e-procurement web site duly signed by the authorized signatory under the seal of the firm? | |
| 10. | Whether the tenderer have mentioned their address for communication with Telephone and Fax Number (if any)? | |
| 11. | Whether all the terms & conditions, each & every aspects of the tender enquiry are accepted by the contractor unconditionally? | |
| 12. | Whether all the requisite documents online as well as offline as asked to submit for participation in bidding process have been submitted by the tenderer? | |

Signature of the tenderer

LIST OF APPROVED MAKE OF MATERIALS

| S/N | Details of materials | Manufacture’s Name |
|------------|--|--|
| 1 | Paint (Synthetic enamel paints/Emulsion paints) Smooth exterior paint | a) ASIAN b) BURGER c) ICI or approved equivalent |
| 2 | Cement based wall putty | a) BIRLA WALL CARE b) J.K. WHITE c) BERGER d) ASIAN PAINTS or approved equivalent |
| 3 | 1st quality acrylic distemper (ready mix) | a) ASIAN PAINTS b) NEROLAC c) BERGER d) DULUX or approved equivalent |

Signature of the tenderer

**PERFORMA FOR BANK GUARANTEE FOR SUBMITTING EARNEST MONEY
(ON BANKS LETTER HEAD WITH ADHESIVE STAMP)**

To
The Commandant- 5 Signal Bn CRPF,
Hallomajra, Chandigarh

Dear Sir

In accordance with your invitation to Tender 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/execution of _____ as 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 condition for the
participation, this bank hereby guarantees and undertakes during the above said period of 90 days, to
immediately pay on demand by _____ in the amount of without any reservation and
recourse if,

1. The Tenderer after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser.
2. The Tenderer withdraws the said tender within 90 days after opening of tenders OR
3. The Tenderer having not withdrawn the tender, fails to furnish the contract security deposit imposed for due performance of the contract within the period provided in the general conditions of the contracts.

The guarantee shall be irrevocable and shall remain valid up to-----“ We
_____ Lastly undertake,not to revoke this Bank Guarantee, during its currency period
except with the previous consent of the Government/Purchaser, in writing otherwise,the Guarantee shall
remain revoked after 45 days, in case the Government does not present a request, in writing to the Bank,
with reasons, during the currency period of the Guarantee or 30 days thereafter, to extend this guarantee
up to such specific date or period as required by the Government/purchaser.”

**Signature of the Bank Manager
With office seal**

Full name of the signatory and full address of the bank

Date. _____ Signature. _____
Place _____ Printed Name. _____
Witness _____ (Designation) _____

(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) (Hereinafter called ‘the supplier/contractor’) has undertaken, in pursuance of contract no..... dated..... to supply/execute.....
(description of works and services) (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 of2023.

(Sig. of the authorized officer of the Bank)

Name and designation of the officer.....
Name and address of the Bank

.....
Banker’s common seal