# Government of India MINISTRY OF EARTH SCIENCES NATIONAL CENTRE FOR MEDIUM RANGE WEATHER FORECASTING A-50, Institutional Area, Sector-62, NOIDA-201309(U.P.) Phone :0120-2419480 & 2419486, Fax:0120-2419494, 2419474

Website: www.ncmrwf.gov.in

# NOTICE INVITING E-TENDER FOR PAINTING OF COMMON AREAS/WALLS OF NCMRWF OFFICE COMPLEX

# TENDER NO. : D-31016/01/2016-NMRF

# **Important Dates**

Published Date	08 AUGUST 2019 (04:00 PM)
Bid Document Download / Sale Start Date	08 AUGUST 2019 (04:00 PM)
Bid Submission Start Date	08 AUGUST 2019 (04:00 PM)
Pre bid meeting	20 AUGUST 2019 (11.00 AM)
Bid Document Download / Sale End Date	29 AUGUST 2019 (02.00 PM)
Bid Submission End Date	29 AUGUST 2019 (02.00 PM)
Bid Opening Date	30 AUGUST 2019 (03.00 PM)

Website for Online bid Submission: https://eprocure.gov.in

KINDLY NOTE THAT ONLY ONLINE BIDS WILL BE CONSIDERED AGAINST THIS TENDER

## **INSTRUCTIONS FOR BIDDERS**

This is a Notice Inviting Tender (NIT) for, "PAINTING OF COMMON AREAS/WALLS" from contractors meeting the PQcriteria as specified in the tender document.

## 1.1 **Item Description & Quantity:**

Painting on walls will be done in the (canteen, conference halls, Guest Houses (SARANG & SARANG ANNEXE) BIMSTEC hall, Library, training centre, administration block, cubical area, corridors & lobbiesof NCMRWF office complex). Approximate area of the walls would be around 9980 sq. mt. Area of the walls is indicative only; payment shall be made as per actual measurements.

1.2 **Completion period:** This work is to be completed within **03-month period** from the date of ISSUE OF WORK ORDER. The tender document and the letter of acceptance shall constitute the contract pending execution of a stamped agreement. All costs, charges and expenses incurred in connection with the finalization and preparation of the contract agreement including stamp duty shall be paid by the contractor.

The Bidders shall note that the time of completion is the essence of the contract and all works shall be completed in all respect within the specified period mentioned in the work order and no excuses for delay shall be entertained.

1.3 EARNEST MONEY DEPOSIT (EMD): EMD of ₹ 22,000/- (Rupees twenty two thousand only) is to be submitted as per followinginstructions, EMD other than below mentioned format shall not be considered:

Bidder has to submit Earnest Money Deposit (EMD) in form of Bankers Cheque/Demand Draft/Bank Guarantee in favour of **D.D.O., NCMRWF** payable at New Delhi. Original Instruments of EMD must be submitted to Director(Admin.) on or before Bid Submission End Date & time, failing which, bid shall not be considered. Bidders, who have NSIC/MSME certificates, will be exempted from paying EMD& Tender Fee. Such bidders shall submit attested copy of NSIC/MSME certificate to Director (Admin.) on or before Bid Submission End Date & time, failing which their bid shall not be considered.

1.4 **e-Tendering Procedure:** The tendering shall be carried out through submission of onlinetenders only. <u>No offer in physical form will be accepted and any such offer if received by NCMRWF will be outright</u> <u>rejected</u>. Tender documents can be downloaded from our website <u>www.ncmrwf.gov.in</u>. or website <u>https://eprocure.gov.in</u>. Bids are to be submitted on website <u>https://eprocure.gov.in</u>

The bidders should have a **valid digital signature certificate (Class-II or Class-III)** issued by any of the valid Certifying Authorities to participate in the online tender.

The bids shall be uploaded in **2 (Two) Bid System {Part- I**: Technical Bid and **Part-II**: Price Bid} in electronic form only through e-tendering system on **www.eprocure.gov.in** website.

Instructions for Online Bidding may be seen in Annexure-7 of Tender Document.

# Bids should be submitted as per following instructions only:

- 1. PART-I: TECHNICAL BID: i.e. Un-priced Bid should contain following: -
- i) Self-attested and scanned Copy of Tender Acceptance Letter as per Annexure-1 of Tender Document.
- ii) Self-attested & Scanned Copy of Technical Bid Format as per Annexure-2 of Tender Document.
- iii) Self-attested & Scanned Copy of Prior Experience Form (along with work orders/ experience certificates) as per Annexure-3 of Tender Document.
- iv) Self-attested and Scanned Copy of EMD/Exemption Certificate.
- v) Self-attested and Scanned Copies of Audited Balance Sheet of last 03 financial years.
- vi) Self-attested and Scanned Copies of PAN, GST, Company Registration/proprietorship.
- vii) Self-attested and Scanned Copy of Annexure-6.

# Note: e-procurement system does not allow submission of documents after duedate of tender. Incomplete form or non-submission of documents to verify details may result into rejection of offer and no communication shall be done for submission of documents.

# 2. PART-II: PRICE BID: -

- i) Price Bid Format i.e. BOQ given with tender to be uploaded after filling all relevant information like Basic Prices & taxes. The priced BOQ should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of BOQ sheet (file) will not be accepted by system).
- ii) Self-attested and Scanned Copy of Price Bid Undertaking as per Annexure-5 of Tender Document.

Kindly quote your offer on blank fields in uploaded BOQ sheet. Please note that lowest bidder (L1) will be decided based on evaluated amount considering all taxes and set-offs as applicable.

Vendor should quote prices in BOQ only, offers indicating rates anywhere else (scanned documents in Part-I) shall be liable for rejection.

#### **GENERAL TERMS & CONDITIONS**

#### 2.0 SECURITY DEPOSIT/PERFORMANCE GUARANTEE:

- 2.1 The successful bidder called the contractor shall be issued a letter of intent/work order. On receipt of the work order, the contractor shall deposit within 15 days a sum equivalent to 5% of the contract value towards security deposit for faithful performance of the work or furnish a bank guarantee from a nationalised bank in NCMRWF pro-forma for equivalent amount and valid for a period of 60 days beyond the date of completion of warrantee period.
- 2.2 On submission of security deposit, the EMD of the contractor shall be returned.
- 2.3 No interest shall be payable by NCMRWF on the security deposit.

#### 3.0 LETTERS OF INTENT/CONTRACTS /AGREEMENTS

3.1 Full documentation consisting of either memorandum of agreement or contract letter with all terms and conditions incorporated will be issued to the selected contractor in triplicate. These will be signed by the Contractor in token of acceptance. The original and one copy will be returned to the Officer concerned for safe custody and one copy retained by the Contractor for his use.

#### 4.0 LAWS PERTAINING TO LABOUR:

4.1 This contract shall be governed by the various labour laws for the time being in force. The contractor shall comply with all Central, State and Municipal laws and Rules and legislation in force from time to time and shall be solely responsible to comply with all obligations and payments there under.

No compensation will be entertained for the liabilities arising out of any provisions of any Act, Laws, Rules and legislation, in force from time to time. In case NCMRWF has to pay any charges for non-compliance of any Act, Enactments, laws, Rules and Legislation in force from time to time, by the contractor, the same shall recovered from the contractor.

- 4.2 Contractor shall submit all the relevant documents showing compliance of all the relevant Acts, Laws, Rules and legislations as when called by NCMRWF.
- 4.3 Contractor shall comply the provisions of The Contract labour (Regulations and Abolition) Act, 1970.
- 4.4 The contractor shall be liable for payment of all claims of damages, compensation or expenses payable as a result of any accident or injury or death sustained by workmen employed or used by him in the execution of this contract, which he is liable to pay by rule, law or order of Government. The expenses, if any incurred by NCMRWF on the above will be realized from the contractor from any amount that may be due from NCMRWF to the contractor. If any accident or injury or death is sustained by any worker, the contractor should immediately inform NCMRWF of the same in writing giving full particulars about the injured person for preparing the accident report and giving the necessary first aid.
- 4.5 The Contractor shall give the address, phone number and the name of the contact person of its local office in order to give the job order. The contractor shall attend the job immediately on giving the message at the said address.
- 4.6 The Contractor shall ensure that at all times the persons appointed by him to serve in the NCMRWF's premises are physically fit and are free from any disease, injury or illness, contagious or otherwise, in order to ensure that a healthy, hygienic and clean services are maintained.
- 4.7 The employees of the contractor shall be liable to be searched by NCMRWF's security staff and shall have to strictly observe the NCMRWF's directions relating to cleanliness, wearing of identification badges etc.
- 4.8 No employee of the contractor shall be allowed to stay on the premises of the NCMRWF beyond the authorised working hours.
- 4.9 All staff employed by the contractor shall be the Contractor's employees for all intents and purposes. After expiry/termination of the contract, the contractor shall take out all his employees from NCMRWF Site. NCMRWF shall not take any responsibility regarding employment of Contractor's employees.
- 4.10 Contractor shall comply with provisions of Interstate Migrant Labour Act & prior approval of concerned department shall be taken before deployment of Interstate Migrant Labour at site.

#### 5.0 SAFETY OF WORKERS:

Contractor shall take clearance from Director (Admin.) before start of any job within office premises, and his advice shall be implemented.

- 5.1 Report of every accident minor or major must be immediately submitted to the Director(Admin.), NCMRWF by site Incharge of the contractor.
- 5.2 Contractor's workmen must wear safety appliance e.g. helmet, safety belt etc. while working.
- 5.3 For any violation of safety rules, the contractor has to take appropriate action against his labours.
- 5.4 The contractor shall abide by all the directives of NCMRWF regarding safety of his workmen, equipments etc.

#### 6.0 MAINTENENCE:

6.1 Contractor shall clean up the area after completion of his work by removing all unused materials, scaffolding etc. All scrap materials, if any, shall be deposited to NCMRWFStore. Contractor shall remove all waste materials and shall not permit debris to accumulate except in area earmarked for this purpose.

#### 7.0 SUPERVISION:

- 7.1 The contractor will ensure that the instructions of Officer In-charge of the job shall be faithfully and promptly carried out and in case the contractor, his employees or any of their representatives indulge in any illegal/unlawful activities or any misconduct, the contract/work order may be terminated without any notice at the risks and cost of the contractor.
- 7.2 The contractor shall maintain continuous supervision by qualified and experienced persons on the job. The contractor's site in-charge shall be available at site all the time so that Officer In-charge, NCMRWF may give necessary instructions/advice to contractor.
- 7.3 The contractor shall prepare and submit a CPM/Bar chart on the basis of completion time as specified by Officer Inchargeand clearly indicate completion time of different activities, which will be scrupulously followed.

#### 8.0 GATE PASSES:

8.1 The contractor shall obtain gate passes duly signed by Director(Admin.), NCMRWF or his representative for his supervisors& all labourers.

#### 9.0 INCOMING / OUT GOING MATERIALS:

9.1 Contractor shall prepare challans for all incoming materials belonging to him, including tools and tackles, consumables in triplicate and shall get them endorsed at the main entrance gate. One copy of all such challans shall be retained by Director(Admin.), NCMRWF. One copy shall be deposited by the contractor with respective site-in-charge to facilitate the return of such materials after completion of the job.

#### **10.0 SECURITY OF MATERIALS:**

- 10.1 The contractor has to ensure for safety of his materials, tools and tackles etc.
- 10.2 The contractor shall at all times protect adjacent equipments or other property and shall clean up or repair any damage caused through the failure of his protective measures. Extreme care shall be taken regarding this, since the working place will be an operational area.

#### 11.0 INSPECTION:

- 11.1 All materials supplied and / or used by contractor shall be subject to inspection by Officer-In-charge. Any material not meeting specific requirements will be rejected and contractor shall replace the same immediately with material of specific type and quality.
- 11.2 Contractor's installation procedure shall also be subject to inspection by Officer In-charge at all times. Any material found to have been damaged or improperly installed shall be removed and reinstalled promptly by the contractor without any extra cost unless the damage was caused by others.

#### 12.0 SCOPE OF SUPPLY:

12.1 Contractor shall make his own arrangement to carry out the job with his tools, tackles, consumable etc. Contractor

shall also make his own arrangement for carrying materials to the site.

12.2 NCMRWF shall supply free of cost, electricity and water at one point only. Further extension shall be in the contractor's scope.

#### 13.0 WORK SCHEDULE:

13.1 On receipt of the work order, the contractor shall submit to NCMRWF for approval, a detailed work schedule showing all the activities for completion of the work. The work shall be completed as per this schedule approved by NCMRWF.

#### 14. WARRANTY PERIOD:

14.1 The warrantee period shall be 12 months from the date of completion of work.

#### 15.0 COMPLETION TIME:

15.1 The completion time shall be 03 months from the issue of work order.

#### 16.0 LIQUIDATED DAMAGES:

16.1 Time is the essence of this contract and in case of non-performance or delay in completion of the work by the contractor, liquidated damages at 1% of the contract value per week or part thereof, subject to a maximum of 10% of the contract value, shall be levied.

#### **17.0 TERMINATION OF CONTRACT:**

- 17.1 NCMRWF may terminate the contract in part or in full for its convenience by giving 3 days' notice. Default on the part of contractor shall be treated as breach of contract, and in that case NCMRWF reserves the right to terminate the contract and forthwith forfeit earnest money deposit and/or security deposit and get the job done by a third Contractor in part or in full at the risk and cost of the contractor. NCMRWF also retains the option of debarring the contractor from participating in future tenders for any specific period. Payment for the work completed at the time of termination of the contract shall be mutually settled.
- 17.2 NCMRWF shall have the right to terminate the contract, if the contractor is unable or fails or neglects to execute the work covered by the contract. Any loss incurred by NCMRWF in this respect will be to the 'Contractor's account. NCMRWF will also have the right to get the job done by a third Contractor in part or in full at the risk & cost of the contractor.

#### 18.0 TERMINATION OF CONTRACT FOR CONVENIENCE:

- 18.1 NCMRWF may also by express order/notice terminate the contract, in whole or in part, at any time for their convenience. The notice of termination shall specify that termination is for NCMRWF's convenience, the extent to which performance of work under the contract is terminated and date upon which such termination becomes effective.
- 18.2 Payment shall be made to the contractor for the work that is complete, at the time of issue of notice of termination as per the terms of the contract.

#### **19.0 PAYMENT TERMS:**

- 19.1 50% payment shall be released after completion of 50 % work subject to satisfactory verification by Verification Committee and remaining payment shall be made after completion of entire work to the satisfaction of Officer-incharge and after conversion of security deposit into performance guarantee.
- 19.2 After the completion of work, an official team (approved by Head, NCMRWF) will measure the area completed and submit its report. Payment will be made as per the actual measurements. Contractor will prepare the bill after the actual measurement. Normally, payment shall be released within 30 days from the date of receipt of bill, complete in all respects. Measuring instruments such as Measuring Tape, Laser Distance Meter etc. shall be arranged by Contractor.
- 19.3 No claim for interest or any other compensation shall be entertained in respect of earnest money or in respect of any money which may be in NCMRWF's hand owing to any dispute between NCMRWF and Contractor or in respect of any delay on the part of NCMRWF in making interim or final payment.

#### 20.0 CONTRACT VALUE:

The contract value shall be computed as follows:

- 20.1 The total contract value shall be inclusive of all taxes, duties etc. and remain firm without any escalation till the entire work under the order is completed.
- 20.2 When the contract is awarded on unit rates basis, value of contract mentioned in the order shall be indicative and payment shall be released depending upon the actual work executed. However, the unit rates shall remain firm without any escalation, for the entire contract period.
- 20.3 NCMRWF reserves the right to recover the amount due from the contractor, from the bills payable under this contract.

#### 21.0 VALIDITY OF OFFER AND CONTRACT:

21.1 The validity of offers shall be 90 days from last date of opening of tender. The Bidder cannot withdraw/ modify his tender or revoke the same within the said period. If the Bidder withdraws/modifies or revokes the tender or revises the tender rates or any terms within the aforesaid period, his earnest money deposit will be forfeited.

#### 22.0 SUB-CONTRACT:

22.1 The contractor shall not subcontract the job or part of it to any other agency without the written permission of NCMRWF. In case NCMRWF permits to employ a subcontractor if found competent and in the interest of the work, it shall not imply any limitation of contractor's liability to fulfil the work order.

#### 23.0 INCOME TAX DEDUCTION:

23.1 Income tax as per the provision of Income Tax Act shall be deducted from the contractor's bills and certificate of 'Tax Deduction at Source' shall be furnished by NCMRWF.

## 24.0 DISPUTES AND ARBITRATION:

24.1 In the event of any question, dispute or difference arising under this contract, the same shall be referred to the sole arbitration of a person appointed to be the arbitrator by Head, NCMRWF. It will be no objection that the arbitrator is in service of NCMRWF or that he had to deal with the matters to which the contract relates or that in the course of his duties as an employee of NCMRWF he had expressed views on all or any of the matter in dispute or difference. The arbitrator shall give a reasoned or speaking award. The award of the arbitrator shall be final and binding on the parties to this contract. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the Head, NCMRWF to appoint another arbitrator in place of outgoing arbitrator, in the manner aforesaid. The venue of Arbitration shall be Noida (U.P.).

The work under the contract shall continue during arbitration proceedings unless the matter is such that the work cannot be continued until the decision of arbitration is obtained.

24.2 Jurisdiction of Court: The contract shall be deemed to have been entered into at Noida and all courses of action in relation to the contract will thus be deemed to have been arisen only within the jurisdiction of the Noida Court. In the event of any dispute or difference between NCMRWF and any other public sector undertaking or between NCMRWF and Govt. Department, relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either Contractor to the arbitration machinery provided by the department of Public Enterprises.

#### 25.0 FORCE MAJEURE:

The force majeure conditions are as follows:

- 25.1 Neither the contractor nor NCMRWF shall be considered in default in the performance of their obligations as per the contract, so long as such performance is prevented or delayed because of legal strikes, war, hostilities revolution, civil commotion, epidemics, accidents, fire, cyclone, flood or because of any law and order proclamation, regulation or ordinance of government or subdivision thereof or because of any act of God, provided it shall promptly, in any case not later than 14 days of happening of the event, notify the other, the details of the force majeure and the influence on its activities under the contract. The proof of existence of force majeure shall be provided by the Contractor claiming it, to the satisfaction of the other.
- 25.2 Should either Contractor be prevented from fulfilling the obligation provided for in the contract by the existence of cause of force majeure lasting continuously for a period exceeding 8 months, then the parties shall consult

immediately with each other with regard to the future implementation of the contract.

25.3 In the event of indefinite delay, even if arising out of reasons due to force majeure, NCMRWF shall have the right to cancel the order or part of the order without any liability on their part to make any payment to the contractor, while reserving the right to claim refund of any payment if advanced or paid to the contractor.

#### 26.0 APPLICABILITY OF TERMS AND CONDITIONS:

- 26.1 The terms and conditions shall prevail over the terms and conditions mentioned elsewhere in the NIT work order.
- 26.2 In case of contradiction in the specifications, more stringent of them shall prevail. The decision of Competent Authority, NCMRWF shall be final in this regard and binding on the contractor.

#### 27.0 NCMRWF'S lien on all money dues:

27.1 NCMRWF shall have a lien on and over all or any money that may become due and payable to the contractor under these present, and/or also on and over the deposit or security deposit amount or amount made under the contract and which may become repayable to the contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to NCMRWF by the contractor either under this or under any other contract or transaction of any nature whatsoever between NCMRWF and the contractor. In addition, NCMRWF shall at all times be entitled to deduct that paid debt or sum due by the contractor from the money, securities or deposit which may become payable to the contractor.

#### 28.0 DECLARATION OF RELATIONSHIP:

28.1 Contractor shall disclose at the time of tender, the names of relative/persons employed directly with NCMRWF Noida. Bidder should also disclose names of his/her shareholder who are employers of NCMRWF Noida. Should a Bidder have a relation or relations, or in the case of a firm or company, one or more of its share holders employed in NCMRWF shall be informed at the time of submission of the tender, failing which NCMRWF may reject the tender or rescind the contract.

#### 29.0 REJECTION OF TENDERS:

Bidders who do not fulfil any of the conditions mentioned herein above or any incomplete in any respect are liable to be summarily rejected. NCMRWF may accept or reject any or all tenders without assigning any reasons.

i) To Split of the work amongst two or more Bidders or

ii) To accept the tender in part and not entirely without assigning any reason. In case the tender is from Govt department, public sector, NCMRWF shall have right to give preference as per government guidelines. Decision of NCMRWF shall be final in regards to all matters relating to this tender.

The following tenders will be liable to summarily rejected.

i) Tenders submitted by Bidders who resort to canvassing.

ii) Tenders which do not fulfil all or any of the condition laid down in the tender documents or incomplete in any respect.

iii) Tenders which contain uncalled remarks or any alternative / additional conditions.

iv) Conditional tender.

Bidders are advised to conduct a survey of all the walls of common areas before quoting the rate.

#### PREQUALIFICATION CRITERIA

The bidders shall submit following pre-qualification documents along with their offer in separate cover as per PART-I

 Work experience: Copies of the work orders for the carrying outsimilar type of jobs of wall/wood/metal painting, wall construction/repairing etc. as per NIT during last three years ending on 31<sup>st</sup> March 2019. (Self-attested copies to be submitted)

Minimum value of similar work orders must be as follows:

- 03 (Three) similar works each costing not less than the amount equal to ₹4.25 Lakhs. or
- 02 (Two) similar works each costing not less than the amount equal to ₹ 5.3 Lakhs. or
- 01 (One) similar work costing not less than the amount equal to ₹ 8.5 Lakhs.
- 2. Audited Profit & loss account/Balance sheets for the last three years. Average annual financial turnover during the last three years, ending 31<sup>st</sup> March 2019, should be at least ₹ 3.2 Lakhs (Rupees Three lakhs twenty thousand only).

# **SCOPE OF WORK**

A. The scope of work includes painting of walls of common areas of NCMRWF Office Complex as listed below.

S.No.		Estimated Area	Description
	1.	9980 sq.mt.	Walls of All Common Areas of the Building such as Administration block, canteen, Guest Houses (SARANG & SARANG ANNEXE), Library, conference halls, BIMSTEC hall, training centre, cubical areas, corridors & lobbies.

Note: Prospective bidders should inspect total area of painting before bidding.

#### B. Other terms and conditions: -

#### Paint Application & specification:

- a. Paint (Acrylic Emulsion) and primer shall be premium quality/1<sup>st</sup> Quality and procurement shall be on contractor scope.
- b. For Acrylic Emulsion paint the approved makes shall be Asian paints, Berger paints, British Paints and Nerolac.
- c. For Exterior Weatherproof the approved makes shall be Asian paints, Berger paints, British Paints and Nerolac.
- d. For Water proofing compound the approved makes shall be Dr. Fixit, Fosroc, Dura and Masterseal.
- e. Colour selection as per officer-in-charge's instructions.
- f. While painting the paint should not fall on wood furniture, glasses, electric panels & wires etc.
- g. Protect electrical switches and equipments etc. during painting.
- h. Shifting of all the office equipments (desks, chairs, racks, almirahs, computers, printers etc.) and furniture from the painting area to nearby empty space will be done carefully by contractor and after the painting work all the equipments & furniture will be shifted back to their original places.

#### C. Site visit:

Bidders are advised to visit our site to see the wall area/equipments to be painted & get acquainted with nature of work before submitting offer. Any further information/ clarification may be obtained from NCMRWF if required. But no consideration on this account shall be allowed after tender opening. No claim on the ground of want of extra charges subsequent on any ground on any misunderstanding or otherwise will be allowed. In case of any dispute NCMRWFOfficer's decision would be considered final.

- D. Decision of HEAD (NCMRWF) shall be final & binding.
- E. Contractor shall complete safety training at NCMRWF before start the work. Contractor shall take work permit before start the job. Contractor shall follow all safety regulation of NCMRWF.
- F. Contractor shall arrange all personal safety equipments like shoes, goggles, masks, safety belts etc.
- **G.** <u>Liquidity Damages (LD):</u> Time is the essence of this contract & in case of non-performance or delay in the completion of the work by the contractor, liquidated damages at 1% of the contract value per week or part thereof subject to a maximum of 10% of the contract value, shall be levied.
- **H. Mobilization:** Contractor shall mobilize the resources immediately after instruction from NCMRWF Concerned Authority.
- I. All the provisions of Workmen Compensation Act -1923 shall be followed by the contractor and <u>no obligations</u> on account of accident or disability/death claims shall be borne by NCMRWF.

#### **TENDER ACCEPTANCE LETTER**

#### (To be given on Company Letter Head)

Date:

To,

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:

as per your advertisement, given in the above mentioned website(s).

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/ organisation too has 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)

# **Technical Bid Format**

Sr. No.	Particulars	Details
1.	Name of the Vendor	
2.	Full address of the Vendor:	
3.	Telephone no.	
4.	Fax No.	
5.	Email:	
6.	Complaint person name and contact no.	
7.	PAN No. self attested copy of the same be attached.	
8.	GST Registration No., self attested copy of the same be attached.	
10.	No. of assisting staff working on the roll of the company for this work. Attach the self attested copy of experience.	
11.	No. of similar work experiences in Central Govt./State Govt./PSUs/Reputed Pvt. Organizations	
12.	Whether the company Black listed by any Organization: Yes/No	

Signature\_\_\_\_\_

Name of the Authorized Signatory: \_\_\_\_\_

Seal/Stamp: \_\_\_\_\_

# **PRIOR EXPERIENCE**

(Using the format below, provide information in respect of each Department/Ministry/Agency to whom services were provided by the firm)

Name of the Govt. Department/Ministry/ Agency along with their address and details of contact person to whom services were provided during 2016-17, 2017- 18 & 2018-19 (with details)	Details of Work

Yours faithfully,

(Signature of the Authorized Person)

Date: Place: Business Address: Name: Designation: Seal:

# PRICE BID FORMAT

(for reference only, Price Bid will be accepted in XLS format only)

S.No.	Name of the work	Qty in Sq mtrs	Rate per Sq. mtr.	Total (3 x 4)	GST	Total Amount (5+6)
1	2	3	4	5	6	7
01	Surface preparation by removing lose particles, paint of old painted wall surface flaks, scraping with sand paper to remove dust and application of one coat of acrylic emulsion paint over a coat of primer.	8080				
02	Surface preparation by removing lose particles paint flaks, scraping with sand paper to remove dust and application of one coat of exterior emulsion weatherproof paint on external surface over a coat of primer.	1500				
03	Taking out old plaster and re- plastering with CM 1:4 mixed with integral water properly compound and application of two coats of acrylic emulsion paint over a coat of primer	400				
	GRAND TOTAL					

# PRICE BID UNDERTAKING

From: (Full name and address of the Bidder) \_\_\_\_\_

Τo,

Dear Sir/Madam,

I submit the Price Bid for\_\_\_\_\_\_ and related activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

3. I offer to work at the rates as indicated in the price Bid, Annexure IV inclusive of all applicable taxes except Service Tax.

Yours Faithfully,

Signature of Authorized Representative

#### ANNEXURE-6

# **DECLARATION**

Declaration letter on official letter head stating the following:

(i) We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender.

(ii) We are not black-listed by any Central/State Government/Public Sector Undertaking in India.

Yours faithfully,

(Signature of the Authorized person)

Date:

Place

**Business Address** 

Name:

Designation:

Seal:

# Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.

# REGISTRATION

- 1.1 Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <u>https://eprocure.gov.in/eprocure/app</u>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

# SEARCHING FOR TENDER DOCUMENTS

- 1.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 1.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 1.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### PREPARATION OF BIDS

1.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 1.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 1.3 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 / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 1.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

# SUBMISSION OF BIDS

- A. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- B. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- C. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- D. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- E. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- F. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- G. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. 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.

- H. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- I. Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- J. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

# ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Bidder can also get help at +91-7878007972 & +91-7878007973.