

INVITATION TO ONLINE TENDERGOVT OF INDIA, MINISTRY OF HOME AFFAIRS
ASSAM RIFLES CONSTRUCTION & MAINT COY, SHILLONG/SECTOR

Tender No. ENG/III-235/2022-23/01

Dated, the 01 Apr2022

1 For and on behalf of the President of India, the Directorate General Assam Rifles, Shillong invites online tenders on the prescribed form, for the execution of the following work as given in this schedule to tender:-

Ser No	Description of works required	Qty
01	M&O of 03 x 100 KWP Solar Plants Installed at Laitkor garrison under ARC&MC	One Job

2. If you are in a position to quote for the execution of work in accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be filled in, and submitted through e-Procurement site <http://eprocure.gov.in/eprocure/app>.

3. You are requested to study the tender document completely and ensure all documents pages and annexure to the tender are completely and correctly filled in and stamped where applicable and then uploaded on CPP Portal.

4. This online Tender is NOT transferable.

5. This tender enquiry has the following chapters and appendices:-

Schedule To online Tender			Page No.
(a)	Chapter-I	Instructions to Bidders/Tenderers	02 to 07
(b)		Notice Inviting Tender	08-11
		Authority Letter	12
		Schedule 'A' (Notes & Description)	13-15
		Schedule of Work	16-16 (b)
		General Summary	17
		Schedule 'B' Store	18
		Schedule 'C'	19
		Schedule 'D'	20
		Stages of Payment	21
		List of Drawing	22
		Tender	23
		Appendix 'A'	24
		Acceptance	25
		Certificate	26-27
(c)		Standard Forms to be uploaded by bidders	01 to 27
(d)		Certificate for Abiding by code of integrity for public procurement vide rule 175 (1) of GFR-2007	28-29
(e)	Appx 1	Performance Statement Format for last three years	30
(f)	Appx 2	Certificate to be signed by tenderer	31
(g)	Appx 3	Performa for "e-payment"	32
(h)	Appx 4	Non Black listing certificate	33
(i)	Appx 5	Financial Stability (certificate issued by schedule bank of the firm)	34
(j)	Appx 6	Guarantee/Warranty	35
(k)	Appx 7	Undertaking for no use of undue influence	36
(l)	Appx 8	Bank Guarantee Format for Furnishing Earnest Money Deposit (EMD)	37
(m)	Appx 9	Enlistment/Renewal letter of contractor in any Govt Department (to be uploaded)	38

6. Assam Rifles registered/ enlisted contractors are exempted from submitting fwg documents however they have to upload the recent valid enlistment letter issued by HQ DGAR:-

- Affidavit for constitution of firm or power of attorney.
- Works executed or performance statement of the firm in the last 03 years.
- Affidavit for employment of Engineers.

7. All document have to be filled in and supporting documents to be uploaded only in CPP portal <http://eproc.gov.in>. Change of format of tender enquiry/ incomplete enquiry will became invalid and is liable to the rejected.

8. Hard copy of Tender fee and EMD to be submitted onsame day of tender opening date.

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

Chapter-I
Instructions to Bidders/Contractors

(THIS TENDER SET IS NOT TRANSFERABLE)

9. All Tender documents attached with this invitation to tender including the specifications are SACROSANCT for considering any offer as complete offer, it is therefore important that Tender Acceptance Letter which is a written undertaking that all the terms and condition of the tender are understood and accepted should be signed and submitted only through e-procurement site <http://eprocure.gov.in/eprocure/app>.

10. Tenderers are advised to carefully go through all the conditions and documents attached with this tender enquiry, before uploading the e-tender.

11. All e-tender documents must be duly completed, signed by authorized signatory on each page and uploaded.

12. Tenderers must ensure this complete set is signed on each page and uploaded with their offer, as it is, without any modification/alteration.

13. In case of any difference between the conditions mentioned in schedule to e-tender and the specifications/QRs, the condition given in the specifications will be binding.

14. Name of work : As given in Schedule

15. Tender Cost : Rs. 500/-

Those who download the tender set from the CPP website must submit the cost of e-tender (non-refundable) through a **Bank Draft** or **Challan** issued from Assam Rifles Construction and Maintenance Company in favour of Commandant ARC & MC, payable at Shillong at the time of submission of e-tender. E-tender documents submitted without the cost will be rejected. **(Original payment instruments in respect of tender fee to be deposited either by person in the tender box placed in reception room of Adm Block, HQ DGAR or by post to the Engineer Branch (ARC&MC) on same day of tender opening.**

16. Earnest Money : **Rs. 20,200.00**

17. Date of issue/publishing NIT : **01 Apr2022**

18. Document download start date : **01 Apr2022**

19. Document download end date : **07 Apr 2022at 1000 hrs**

20. Last date & time for uploading of online Tender : **07 Apr 2022at 1030 hrs**

21. Technical bid : **08 Apr 2022 at 1030 hrs**

22. Financial bid : Subsequently

23. Date and Time for opening of online Tender : **08 Apr 2022 at 1130 hrs**

Note: The onus of ensuring that the abovementioned tender fee dispatched by post reaches the above said office address is that of the bidder/contractor

24. A power of attorney in favour of signatory and signatories or the tenderer in case the tender is signed by a person or persons other than the actual tenderer or on behalf of a firm company and his/ her / their signature attested by Notary / Class I Gazetted Officer.

25. Financial Stability Certificate issued during current fin year for a minimum value of appropriate class the scheduled bank where the firm is operating its current account as per Appx '5'(format attached).

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

26. Full name and status of the person signing the tender documents must be clearly mentioned in the tender.
27. Tenderer must quote the rate in terms of **Per No/Set/Sqm/Cum/Lump sum**etc only. All taxes/other charges should be clearly indicated in the Schedule. No extra charges / taxes over and above the quoted rate in any form will be borne by the Department. The rate quoted will be firm and final and no amendment / alternation to the rate quoted in the tender will be accepted at a later date. No representation will be entertained for change in tenderer's name quoted or any other alternation in respect of any of the contracted articles / goods during the currency of the contract or if any fresh duty or tax is levied. Conditional discounts if any will not be considered and have no effect on the evaluation of tenders.
28. Paying Authority.
Pay & Account Office Assam Rifles
(Old DGAR Complex)
Laitumkhrah, Shillong – 793011
29. Director General, Assam Rifles, reserves the right to cancel/reject any or all the tenders without assigning any reasons.
30. Clarification on Specifications/QR. In case any prospective bidder requires clarification(s) on technical specifications/ Qualitative Requirements (QR), the same is to be submitted online. No change in price or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
31. Testing and Inspection Criteria. The tenderers will have to abide by the testing and inspection criteria formulated by the user confirming to CPWD guidelines.
32. The Department (Users) : The President of India
33. Inspection Authority : Authorised person detailed by The Director General, Assam Rifles
HQ DGAR, Shillong -10
34. Inspection Officer : Board of officer at Consignee location/ after completion of work
35. Works Required At (Consignee) : As stated in NIT
36. Execution of Works. Execution of works at the site given by the Engineer-in-charge.
37. Implementation of EPF and ESI for Contract labour.
- (a) The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis.
- (b) The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme chart (Time and Progress) within the period specified.
- (c) No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.
38. Guarantee/warranty Terms.
- (a) If not specified in quantity of rate/specification, minimum one-year warranty required. Warranty period will start from the date of completion of work. In case works/part of works are found defective/damaged during inspection after completion of work, the contractor will be re-execute the work under warranty at consignee's location free of cost. Defect liability period one year. The security deposit amount will be released with confirmation of user.
- (b) For RCC roof slab: - Water proofing treatment for roof slab shall be carried out by an approved specialized firm. Ten years guarantee shall be given by the specialized firm and the contractor on non-judicial stamp paper of Rs. 50/- (Rupees fifty only) for the effectiveness of water proofing treatment.

Signature of the tenderer & Stamp

Sd/ xx xxxx
(Vaibhav Paliwal)
Maj
Commandant
For Accepting Officer

37. **Rejected Works.** If the appointed contractor fails to remove the bad/ damaged/ rejected works of above items whatever the case may be from sites/location where installed, within the reasonable period i.e. 7 days from the date of issue of letter to contractor, the Director General Assam Rifles or his representative shall dispose off the rejected works without assigning any further notice.

38. **Work at the Risk and Cost.** In case of rejection of the item by the Site Engineer in case of neglect, failure or delay on the part of the contractor on work order placed by the Engineer in charge, HQ DGAR, may without prejudice to any other action which the department may take under the terms of the contract will be at liberty to execute such work at the risk and expense of the contractor. Any amount (which may include transportation and other incidental charges) incurred in excess of the contracted rate shall be borne by the contractor or recovered from his security deposit and/or from any amount which may be due to him by the Directorate General Assam Rifles. The right to risk and cost the work under this clause will entitle right to purchase after expiry of time of delivery or replacement of unfit work, without any warning or further information to contractor. The risk and cost work will be approved by CFA.

39. **Option Clause.**The department reserves the right to increase/decrease the qty by 10% at the rates quoted by the successful tenderer at the time of placement of contract (Item rate contract).

40. If you are in a position to quote for supply in accordance with requirements stated in the attached schedule to tender, all documents attached herewith should be duly filled in, signed and required to be uploaded.

41. **Transfer and Sub-Letting.** The tenderer has no right to give, bargain, sell assign or sublet or otherwise dispose of the resultant contract or any part thereof as well as to give or to let a third party take benefit of advantage of the resultant contract or any part thereof.

42. The item rate/lump sum contract in the case of successful Tenderer should conform to tender work accepted in performance evaluation in all respect besides specifications mentioned in CPWD guidelines. The successful tenderer may be asked to give drawing/schedules prior to commencement of work.

43. Any change in Address/Telephone/Fax/e-mail should be immediately informed. The state of non-communication by the firm will make the offer liable for rejection.

44. Any query/Representation be addressed to Commandant ARC&MC, Shillong / SO1 (Wks), of Sector HQ.

45. **Jurisdiction & Arbitration.** This tender and subsequent contract if any are subject to the jurisdiction of Indian Laws and Courts at the place of issue of the schedule. In the event of any question dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these special condition) the same shall be referred to the Sole Arbitration of the Director General Assam Rifles or some other person appointed by him. There will be no objection that the Arbitrator is a Government Servant, that he had to deal with the matters in which the contract is related or that in the course of his duties as Government Servant he has expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract. Further that all disputes arising out of the contract. Shillong Court shall have exclusive jurisdictions. The tenderers submitting the tenders shall render a certificate to have agreed to this clause.

46. **Submission of the tender in Two Bid System.** All bidders are required to submit their offers in two bid system as under:-

(a) **Technical Bid.** The tech bid should contain the following:-

(i) Tender documents duly completed and signed and stamped on each pages but WITHOUT INDICATING THE RATE QUOTED (Scanned copy) in the schedule.

(ii) Earnest Money or copies of DGS&D/NSIC certificate if registered for tendered store and exempted from depositing earnest money (Scanned copy). Original to be submitted as per Para 20 (Note) of page No 02

(iii) A power of attorney in favour of signatory and signatories or the tenderer in case the tender is signed by a person or persons other than the actual tenderer or on behalf of a firm/company duly attested by Class I Gazetted Officer.

(iv) Compliance to specification applicable as per CPWD manual.

(v) Performance statement of the firm in the last 3 years as per format attached at Appx 1.

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

- (vi) Certificate for acceptance of terms and conditions as per Appx 2 of Chapter-I.
- (vii) Performa for e-payment as per Appx 3 of Chapter-I.
- (viii) Non Blacklisting certificate as per Appx 4 of Chapter-I.
- (ix) Financial stability certificate issued during current financial year as per contract for enlistment criteria from the scheduled bank where the firm is operating its current account as per Appx 5 of Chapter-I.
- (x) Warranty / Guarantee certificate as per Appx 6 of Chapter-I (if required).
- (xi) Undertaking for no use of undue influence as per Appx 7 of Chapter-I.
- (xii) Enlistment/Renewal letter of contractor in any Govt Department (scan copy to be uploaded) giving category and financial limit for Tendering.
- (xiii) GST & a copy of latest Income Tax Return (ITR) certificate issued by concerned authority must be produced of last qtr with supporting PAN No/TIN No (Scanned copy to be uploaded)
- (xiv) Scanned copy of tender fee of Rs. 500/- (Rupees five hundred only)work value1.00 Lakh to 50.00 Lakhtobe deposited through challan in favour of Commandant, Assam Rifles Construction and Maintenance Company, PO : Happy Valley, Shillong-793007. Original to be submitted per Para 14 of page No 03
- (xiv) Financial stability certificate as required should have prefixed minimum amount.
- (xv) The form of tender fees as given as Bank Draft and Challan form be also in the RFP No. 15 and 46 (Xiv).
- (xvi) The ITR certificate as required for the last quarter 46 (xiii) be clearly indicated which last quarter ref.

(b) **Commercial Bid (Cost Bid) (Schedule 'A' Part-I)**. Cost bid of only technically qualified tender will be opened by a board of officer, date of opening of cost bids will be intimated to the valid tenderers and posted on the website after evaluation of Technical Bids. Cost bid should contain following:-

- (i) Commercial bid forms given in a standard Bill of Quantity format (.xls file) provided with tender document should only be used to fill up the commercial bid.
- (ii) Bidder are to note that submission of financial bids be done in the format provided and no other format is acceptable. Bidders are required to download the Bill of Quantity file, open it and complete the coloured (unprotected cells with their respective financial quotes and other details viz. name of bidder. No other calls should be changed. Once the details have been completed, the bidder should save it and submit it online without changing the file name. If the Bill of Quantity file template is found to be modified by the bidder, the bid will be considered invalid and liable to be rejected.
- (iii) The cost is to be indicated for each items and it should be the execution of work/execution of item, inclusive of carrying charges and all taxes, as applicable.
- (iv) Rate will not be indicated in the technical Bid and if indicated, then the tender will be considered invalid.
- (v) Tenders should quote the rate both in words and figures in the on line tender form available at www.eprocure.gov.in for each variety. In case of variation in rate quoted in words and in figures, the quoted rate in works will be considered as valid.

47. **Evaluation of the proposal**. A two stage procedure will normally be adopted:-

(a) **Stage – I**

- (i) **Evaluation of Technical Bids**. A Technical Evaluation Committee (TEC) constituted by the Directorate General Assam Rifles will examine the technical bids. This would be a paper evaluation comprising of scrutiny of all documents required to be submitted for the Tech Bid
- (ii) The TEC reserves to right to verify authenticity of all documents submitted by the firm through internet / telephone or other similar means.

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

(b) **Stage-II**

Financial Evaluation

(i) The cost bids of only technically qualified enlisted firms with Assam Rifles will be opened whose documents as per schedule of requirement have been found meeting the laid down specifications/ quantity rate/item rate/lump sum rate depend upon schedule and the Price Bid will be evaluated accordingly.

(ii) L1 will be decided based on the lowest overall cost of the item excluding taxes or any other charges.

(iii) The commercial bid uploaded by bidder will be evaluated by a Board of Officers constituted by the Directorate General Assam Rifles / IGAR or Commander of Sector HQ and further accessed by a Tender Processing Committee (TPC) for realistic prices. Depending upon the acceptance of the comparative statement of tenders (final prices) by the Competent Financial Authority (CFA), a work order may be placed to the successful bidders. The bidders will be required to accept the work order, enter into a contract for execution of work and execution of project as per terms and conditions mentioned in this Tender Enquiry.

(iv) Acceptance/Rejection of Tenders. Directorate General Assam Rifles reserves the right to accept or reject any or all tenders without assigning any reason.

48. **Insurance.**

(a) Contractor shall produce character certificate, ITI/experience certificate of the staff employed.

(b) Contractor shall be responsible for any discipline cases of staff employed.

(c) Contractor shall be responsible for any accident/insurance claim of staff employed.

(d) Proper documents to be maintained for Salary disbursement of the staff employed.

49. For any change in terms and condition of tender/tender specification, the tenderers are requested to visit CPP e-procurement site <http://eprocure.gov.in/eprocure/app> regularly.

50. The department reserves the right to increase or decrease the quantity of the works at any stage or to cancel or reject any / all of the tendered items of works without assigning any reasons.

51. If you are in the position to quote for work in accordance with requirements stated in the attached schedule to tender, all documents attached herewith should be duly filled in, signed and required to be uploaded.

52. **Transfer and sub-letting.** The tenderer has no right to give, bargain, sell assign or sublet or otherwise dispose of the resultant contract or any part thereof as well as to give or to let a third party take benefit of advantage of the resultant contract or any part thereof.

53. Any change in Address/Telephone/Fax/e-mail should immediately be informed. The state of non-communication by the firm will make the offer liable for rejection.

54. Any query/representation be addressed to The Commandant, Assam Rifles Construction and Maintenance Company, PO: Happy Valley, Shillong-793007.

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

INSTRUCTIONS FOR TENDERERS

1. The Tenderer is required to quote his rates in figures and words against each items of Schedule 'A' in respect of "to be quoted schedules" and amounts and derived percentages in figures and words against each Schedule in General Summary in respect of "pre priced Schedule". The tenderer shall quote his rates/amounts on the Schedule 'A' and General Summary pages only.
 - (a) Name of work being tendered for as given in NIT.
 - (b) Name and address of tenderer alongwith his seal duly signed by, auth signatory of Firm as in letter head.
2. Wherever the tenderer is required to write both in figures and words, he should ensure that there is no discrepancy between figures and words. The word 'Only' should be added immediately after the last word of rate/amount/percentage mentioned in words. In case of discrepancy amount in words shall be considered.
3. In case of partnership concern/firm or a limited company, signatory to offer shall ensure that he is competent to bind the contractor/firm (through partnership deed, general power of attorney or memorandum and articles of Association of a Company) in all the matters pertaining to the contracts with Union of India including arbitration clause. An attested copy of the documents confirming of such authority shall be attached with the offer, if not submitted earlier. In case of Sole proprietorship, self-sworn affidavit is required to be produced.
4. Conditional tenders will be treated as invalid tenders and will not be considered.
5. **Bid Validity.** A bid shall be valid for 90 days (Ninety days) unless otherwise specified from the date of opening of the tender. A bid valid for shorter period can be rejected by the user, as being nonresponsive.
6. **Earnest Money.** The tender should be accompanied by Earnest Money to be submitted duly pledged in favour of **Director General Assam Rifles, Shillong-10**. The EMD may be accepted in the form of Account payee Demand draft, Fixed Deposit Receipt, TDR from a scheduled bank preferably a nationalised bank. EMD should be valid for a period of 45 days beyond the fixed Bid Validity period.
7. **Bank Guarantee (BG).**
 - (a) Getting confirmation through digitally signed secured e-mails from issuing Banks.
 - (b) Online verification of Company portal with user ID and password followed by 2nd stage authentication system generated One Time Password (OTP) on portal for reconfirmation.
 - (c) E-mail confirmation followed by 2nd stage authentication by system generated SMS through registered mobile and reconfirmation through SMS to the verifying office.
8. **Forfeiture of earnest money :-** In any tender withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification 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 100% of the earnest money absolutely. This provision would naturally apply only to the lowest tenderer once the earnest money of all the tenderers except those of the lowest is refunded as per provisions under para 19.5(1) of CPWD Manual. If contractor fails to furnish the prescribed performance guarantee within the Prescribed period, the earnest money is absolutely forfeited automatically without any notice. In case of forfeiture of earnest money as Prescribed in above the tenderer shall not be allowed to participate in the retendering process of the work. (Ref Para 19.8 of CPWD manual).
9. **Release of EMD/Refund of EMD :-** The Director General Assam Rifles as the CFA will release/refund the earnest money, wherever applicable, to all unsuccessful tenderers after expiry of the Final bid validity and latest on or before the 30th day after the award of the contract by endorsing an authority on the deposit receipt for its refund on production by the tenderer of a certificate of the Accepting Officer that a bonafied tender was received and all documents are returned.
10. This INSTRUCTIONS FOR TENDERER along with Particular Specifications shall form part of the tender documents.
11. "Accepting Officer" means the duly authorised officer who signs the contract on behalf of the President of India as duly designated by CFA.
12. Tender value is deemed to be inclusive of GST and all other taxes / cesses as applicable. In case of any amendment made by Government during the course of contract towards the taxes/ cesses same has to be borne by Contractors.

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

NOTICE INVITING TENDER

1. A tender is invited for the work as given in Appx 'A'.

1.1. The work is estimated to cost as given in Appx 'A'. This estimate however is not guaranteed and is merely given as a rough guidance and if the work costs more or less a tenderer will have no claim on that account.

1.2 The Tenderer shall calculate his own unit rates from the specifications and other information furnished in the tender documents for each item as given in Schedule 'A'.

2. The work is to be completed within the period given in Appendix 'A' (in accordance with the phasing if any, indicated in the tender) from the date of handing over the site, which will be within 30 days after acceptance of tender.

3 Contractors registered with Director General Assam Rifles may deposit Bank Challan & purchase tenders. Contractors registered with other Govt organisations may also upload tender however their eligibility for tender participation will be subject to submission of Financial and personal credential of Registration as Govtdept Contractor duly authenticated by an officers not below Executive Engineer / superintending Engineer of the concerned department with whom contractor is registered along with the tender documents. This will include

- (a) Regn documents with validity copy.
- (b) Financial and Solvency limit.

S/No	Class	Upper Tendering limit	Bank Solvency
(i)	A	Rs. 200 Lakhs	Rs. 50 Lakhs
(ii)	B	Rs. 100 Lakhs	Rs. 25 Lakhs
(iii)	C	Rs. 50 Lakhs	Rs. 15 Lakhs
(iv)	D	Rs. 25 Lakhs	Rs. 10 Lakhs

- (c) Personal Details of Firms.

3.1 Under no circumstances will a father and his son (s) or other close relation who have business dealing with one another be allowed for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

4. **Earnest Money (Bid Security).**

(a) The Earnest Money as stated in para 6 of Instruction for tenders will be accepted in the Form of Account payee Demand Draft, Fixed Deposit Receipt, Bankers cheque or Bank Guarantee.

(b) It should be ensured that the Earnest Money from any Commercial bank is pledged in favour of **Director General Assam Rifles**.

(c) If the banks are closed on the last date of receipt of tenders, the date shall be postponed suitably.

4.1 Validity period EMD :- Earnest Money shall be valid for a period of three months (bid validity) plus 45 days (Tender duration) i.e, total 135 days (minimum).

4.2 The Director General Assam Rifles as the CFA will release/refund the earnest money, wherever applicable, to all unsuccessful tenderers after expiry of the Final bid validity and latest on or before the 30th day after the award of the contract by endorsing an authority on the deposit receipt for its refund on production by the tenderer of a certificate of the Accepting Officer that a bonafied tender was received and all document are returned.

4.3 The Director General Assam Rifles as the CFA concerned will either return the Earnest Money to the successful tenderer by endorsing an authority on the 'Deposit Receipt' for its refund, on receipt of an appropriate amount of Security Deposit or will retain the same in part or full on account of Security Deposit, if such a transaction is feasible.

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

5 Security Deposit (Performance Security):-

(i) To ensure due performance of the contract, Performance Security is to be obtained from the successful bidder awarded the contract. Performance Security is to be obtained from every successful bidder irrespective of its registration status etc. Performance Security should be for an amount of (3%) of the value of the contract. Performance Security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank in an acceptable form safeguarding the purchasers interest in all respect. Performance Security shall be 3% of value of Contract.

(ii) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor including warranty obligations and five percent security for defect liability period.

(iii) Bid security should be refunded to the successful bidder on receipt of Performance Security.

6. Documents pertaining to the work (Signed for the purpose of identification by the Accepting Officer or his accredited representative) and samples of materials and works to be supplied by the contractor will be opened for inspection by the tenderer at the office of Accepting Officer concerned during working hours.

7. The tenderers are advised to visit site by making prior appointment with the Accepting Officer concerned in sufficient time.

8. A Tenderer shall be deemed to have full knowledge of all relevant documents, samples, site etc whether he has inspected them or not.

9. Any tender which proposed any alteration to any of the condition laid down or which proposes any other condition or description, what so ever, is liable to be rejected.

10. The submission of tender by a tenderer implies that he has read this Notice and Conditions of Contract and has made himself aware of the scope and specifications of the work to be done and of the condition and rates of works, tools and plants etc. that will be issued to him and local conditions and other factors bearing on the execution of the work.

11. Compensation for delay (Liquidated Damages).

(a) If the contractor fails to maintain the required progress as per contract agreement or to complete the work and clear the site on or before contract completion or extended date of completion, he shall, without prejudice to any other right or remedy available under the law be liable to the Government on account of such breach and pay as agreed compensation, the amount calculated at the rates stipulated below, duly approved by CFA (whose decision in writing shall be final and binding) who may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Contract Agreement.

(b) This will also apply to items or group of items for which a separate period of completion has been specified.

(c) Compensation (Liquidated damages) @ 1% per month of delay for delay of work to be computed on per week basis (per week @ 0.5%), provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work or of the tendered Value of the item or group of items of work for which a separate period of completion is originally given. (Ref clause '2' of General conditions of contract of CPWD).

(d) The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned as per Contract Agreement, or the re-scheduled milestone(s), the amount shown against that PDC shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a PDC, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone, the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

12. Time and Extension for Delay

(a) The time allowed for execution of the works as specified in the Contract Agreement/work order or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in work order or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely alongwith cancellation of work for retendering.

(b) As soon as possible, after the Contract is let or any substantial works order is placed and before work under it is begun, the SO1 (Engineer)/Contract operating authority and the Contractor shall agree upon a time and progress chart. The Chart shall be prepared in direct relation to the time stated in the contract documents or the work order for completion of the individual items thereof and/or the Contract or work order as a whole. It shall indicate the forecast of the dates for commencement and completion of the various trade processes or sections of the work and shall be amended as may be required by agreement between the SO-1 (Engineer)/Contract operating authority and the Contractor within limitation of time imposed in the contract documents or work order. If the works be delayed:-

- (i) By force majeure, or
- (ii) By reason of abnormally bad weather, or
- (iii) By reason of serious loss or damage by fire, or
- (iv) By reason of civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) By reasons of delay on part of nominated sub-contractors, or nominated contractor, which the Contractor has, in the opinion of SO1(Engineer)/Contract operating authority, taken all practicable steps to avoid or reduce, or
- (vi) By reason of delay on the part of Contractors or tradesmen engaged by Government in executing works not forming part of the contract, or
- (vii) By reason of any other cause, which in the absolute discretion of the Accepting Officer is beyond the Contractor's control.

(c) Then, in such case the Accepting Officer may make fair and reasonable extension in the completion dates of individual items or groups of items of work for which separate periods of completion are mentioned in the contract documents or work order as applicable.

(d) Upon the happening any such event causing delay, the Contractor shall immediately, but not later than 14 days of the happening of the event, give notice thereof in writing to the SO1(Engineer)/Contract operating authority but shall nevertheless use constantly his best endeavour to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the SO1 (Engineer)/Contract operating authority to proceed with the works for which SO1 will monitor details on record. Extension of time shall be approved by the CFA.

(e) In case the Contractor fails to notify the SO1 (Engineer)/Contract operating authority of happening of an event(s) causing delay within the period of 30 days stipulated above, he shall forfeit his right to claim extension of time for the delay caused due to such event(s).

(f) If the work is delayed by reason of non-availability of Government stores shown in Schedule 'B', then, in any such event notwithstanding the herein fore contained, the CFA may in his discretion grant such extension of time as may appear reasonable to him and the same shall be communicated to the Contractor by the SO1 (Engineer)/Contract operating authority in writing. The decision so communicated shall be final and binding and the Contractor shall be bound to complete the works within such extended time.

(g) No claim in respect of compensation or otherwise, howsoever arising, as a result of extensions granted under conditions above shall be admitted.

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

13. Cancellation,Foreclosure and Termination of Contract:- If the contractor:-

(a) Makes default in commencing the works within a reasonable time from the date of the handing over the site and continues in that state after a reasonable notice from SO2/SO1 (Engineer)/contract operating authority).

or

(b) In the opinion of the SO2/SO1 (Engineer)/Contract operating authority at any time, whether before or after the date or extended date for completion, makes default in proceeding with the works, with due diligence and continues in that state after a reasonable notice from SO2/SO1 (Engineer)/Contract operating authority.

(c) Fails to comply with any of the terms and conditions of the Contract, or after reasonable notice in writing with orders properly issued there under,

or

(d) Fails to complete the works, work order and items of works, with individual dates for completion, and clear the site on or, before the date of completion.

14. The Director General Assam Rifles as the CFA may, without prejudice to any other right or remedy which shall have accrued or shall occurred thereafter to Govt, cancel the contract as a whole or only such work order (s) or items of work in default from the contract: whenever the Director General Assam Rifles as the CFA exercises his authority to cancel the contact as a whole or in part under this condition he may complete the work by any means at contractors risk and cost.

15. The Director General Assam Rifles as the CFA does not bind himself to accept the lowest or any tender or to give any reasons for not doing so.

16. The Director General Assam Rifles as the CFA reserves his right to accept a tender submitted by a Public Sector Under taking giving a price preference over other tender which may be lower or as admissible under the Govt. Policy. No claim for any compensation or otherwise will be admissible from such tenderers whose tenders may be rejected on account of the said policy.

17. Handing/Taking over of work site will be completed within maximum of two weeks after approval of CST and should be provided complete in all respect while forwarding the 1st RAR.

18. The change of site will not be accepted after administrative approval. In case of unavoidable circumstances the concurrence of the Director General Assam Rifles as the CFA is essential before commencement of work.

19. The completion report will be address to the Accepting Officer. The contractor will make sure that work will be completed in all respect as per Schedule's, drawings and specification.

20. The work order duly completed in all aspect will be issued within a week after approval of works by Director General Assam Rifles as the CFA.

21. This NOTICE OF TENDER INCLUDING APPENDIX 'A' shall form part of the tender documents.

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

AUTHORITY LETTER

(To be used in conjunction with General Condition of Contracts (CPWD))

Assam Rifles Construction
and Maintenance Company
PO: Happy Valley
Shillong-07

Ref to Tender/NIT No - ENG/III-235/2022-23/01

01 Apr 2022

**LUMP SUM / ITEM RATE CONTRACTS FOR THE WORKS REQUIRED IN THE WORK:
M&O OF 03 X 100 KWP SOLAR PLANTS INSTALLED AT LAITKOR GARRISON UNDER ARC&MC**

Shri/ M/S _____ of
_____ is/are hereby authorized to tender for the above work. The tender is to be submitted
through e-Procurement site <http://eprocure.gov.in/eprocure/app> by **1030hours** on _____/2022.

Any correspondence concerning this tender should be addressed as indicated at the top of this
sheet quoting the reference as given.

**THE PRESIDENT OF INDIA DOES NOT BIND HIMSELF/HERSELF
TO ACCEPT THE LOWEST OR ANY TENDER**

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

SCHEDULE 'A' NOTES
LIST OF WORKS AND PRICES

Name of Work: - M&O of 03 x 100 KWP Solar Plants Installed at Laitkor garrison under ARC&MC

(A) **NOTES : (GENERAL) – APPLICABLE TO ALL PARTS**

1. This schedule is divided into 01 (one) part as detailed below:-

(a)	PART- I	:	M&O of 03 x 100 KWP Solar Plants Installed at Laitkor garrison under ARC&MC
-----	---------	---	--

2. The description of building works and services given in various parts of Schedule 'A' are in brief. These are deemed to be amplified and read in conjunction with special conditions, particular specifications, drawing (including notes thereon), specifications for materials and workmanship given in CPWD specification 2019 Volume I and II and amendments thereafter.

3. Entire work under this contract shall be completed within the period of "**11 Months**" after the date of handing over the site as indicated in the first work order as under.

4. Pre-priced rates inserted under column "Unit rate" of schedule 'A' Part I to X are deemed to be at par with the rates contained in the Delhi Schedule Rates or analogous rates there to. Contractor's attention is invited to condition of clauses 13.2.8 & 13.2.9 of CPWD wherein the lump sum price shall be worked out by him independently of the prices or rates inserted by Assam Rifles in the tender and irrespective of any errors or inaccuracies therein. The percentage to be inserted by tenderer against a particular part of schedule 'A' shall be derived by him from the amount tendered by him against the particulars part of schedule 'A' as compared to the amount inserted by Assam Rifles against each part of schedule 'A'.

5. In case, details in respect of items shown on main drawings are not given in the drawings referred to in the main drawings, then the same shall be followed from any other drawing included in the list of drawings. Any drawings mentioned in the contract/contract drawings but inadvertently not included in the list of drawings shall also be deemed to form part of the contract.

6. Probable distribution of various items of internal/external services are indicated on drawing. These are tentative and may be varied as per site requirement, where necessary at the discretion of the Engineer-in-Charge. The effect of such changes/variations in quantities due to realignment or re-siting shall deemed to be included in the rates quoted and no price adjustment on this account shall be allowed.

7. Layout of buildings indicated in the site plan are tentative and no price adjustment shall be made on account of any change in final approved layout within the site of work.

8. The tenderer are advised to visit the work site after taking prior appointment with Engineer-in-charge before submission of tender. The tenderer shall have no claim what-so ever on this account at a later stage whether he has actually inspected the work site or not.

9. The lump sum quoted by the tenderer shall be deemed to include for all minor details of construction which are not specifically shown on drawing or specified in particular specification but which are essential for execution or work /services in workman like manner and sound construction. In case of differences in opinion of the contractor and the Engineer-in-charge as to whether or not a certain item of work constitutes minor details of construction, the decision of Accepting Officer shall be final, conclusive and binding.

10. Cost of testing including transportation of materials or equipment or items, provision of all facilities for testing in accordance with specifications and / or IS shall be borne by the contractor unless otherwise mentioned.

11. The materials used for construction should be of best quality duly approved by user. TMT bars used for construction should be from Primary manufactures. In case due to short supply of steel by primary manufactures, the contractor is permitted to use TMT bars produced from Secondary manufactures, and difference of cost should be deducted from contractor's claim. Specific deviation in each case to be forwarded to HQ DGAR for approval. Irrespective of whatever shown on drawings or specified elsewhere in the tender documents duly approved by Engr In-Charge.

12. Unit rates quoted shall be deemed to be inclusive of all taxes and levies of Govt. So applicable such as GST on works contract, excise duty, toll tax, entry tax, income tax, workers welfare tax/cess, etc and nothing extra shall be paid on this account. Necessary deduction at source shall be made by the Accepting Officer as applicable as per the mandatory statutory requirement of Central and State Government.

Signature of the tenderer & Stamp

Sd/ xx xxxx
(Vaibhav Paliwal)
Maj
Commandant
For Accepting Officer

B. SCHEDULE 'A' PART-I

13. The lump sum quoted against all items of schedule 'A' Part-I shall be deemed to include for all items of works complete as specified in particular specifications and shown on drawings, notes thereon for completion of work and all minor details though not specifically shown on drawings or specified in particular specification except works covered under schedule 'A' part-II to Part-XI or unless specifically stated elsewhere in the tender documents.

14. Cutting and forming chases in masonry/concrete work etc. including cutting and or leaving holes/recesses, sinking etc. where required and as directed by the Engineer-in charge shall be done as far as possible while the work is in progress. The cost of materials and labour for cutting and/or forming chases, cutting or leaving hole/recesses, sinking and making good in cement mortar (1:3) for filling up to 20 mm and in PCC (1:2:4) type B-1 concrete for filling more than 20 mm shall deemed to be included in the lump sump quoted by the contractor. In addition cutting or forming chases, cutting or leaving hole/recesses, sinking and making good in cement mortar 1:3/PCC 1:2:4 type B-1 in connection with the work required in plumbing, internal water supply, internal electrification etc shall deemed to be included in the unit rates of respective building works in Schedule 'A' Part –I. However, no price adjustment shall be made for any variation in the items/quantities of chases/holes/recesses etc. consequent upon changes in quantities of plumbing, internal water supply, internal electrification works etc.

15. The buildings under this contract have been designed for SBC of soil as indicated in structural drawings. Variation in SBC of soil, if found at site and required redesigning of the foundation, the same shall be regularised through proper deviation order, for which Approval in Principle will be taken before execution is commenced

16. Lump sump quoted by the contractor for the building works under Schedule 'A' Part-I shall be deemed to include for the following also:-

- (i) Anti-termite treatment only for item Nos. 1 and 2 of Schedule 'A' Part-I.
- (ii) Nahani trap, Gully trap, soil pipe, waste pipe, drain pipe upto and including first manhole and Gully trap where bath, WC, Toilet are occurring. The average distance of gully trap if not shown on drawing shall be considered 30 cm from the outer face of external wall of the buildings. The average distance of first manhole if not shown on drawing shall be considered as 300 cm from the outer face of external wall of the buildings.
- (iii) Flushing cistern, WC, urinal, readymade PVC connecting pipes to flushing cistern, WHB with mirror including 32 mm dia PVC waste pipe. PVC connecting pipes shall be of 16 mm outer diameter of low density coloured polythene pipe, 450 mm long conforming to relevant IS with and including brass unions with nuts on both sides complete.
- (iv) Fitting and fixture, fitments, built in cupboard, other furniture articles as shown on drawing.
- (v) Fan hook with CI box where RCC slab is shown on drawing and suitable arrangement for fixing fan as directed by the Engineer-in-charge where truss is coming.
- (vi) Roof treatment as specified.
- (vii) Plinth protection as shown on drawing.
- (viii) Surface dressing and levelling of the premises aground 3.00 mtrs perimeter of the building from external wall.
- (ix) Steps.
- (x) Staircase.
- (xi) Railings.
- (xii) Platform.
- (xiii) HDPE Tanks.

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

C. SCHEDULE 'A' PART-I TO PART -XI

17. All quantities are PROVISIONAL. Any variation in quantities if considered necessary due to site requirement/any other technical reasons as decided by the Engineer-in-charge may be executed to the extent as specified in condition of CPWD General Conditions of Contract clauses 12.

18. Unless otherwise specified the unit rate of each item of work inserted by Assam Rifles or quoted by tenderer shall be deemed to include for "Materials and labours" or "Supplying and fixing" or "Supplying, laying jointing and testing" etc complete unless otherwise specifically mentioned.

19. Special condition, condition in CPWD specifications 2019 Volume I and II and amendments thereafter and the preambles to the items given in Delhi Schedule Rates 2019 under respective trades shall be applicable. If any provision in the description of items of Schedule 'A' and particular specification is at variance with the provision laid down in the condition of Schedule and preambles to Schedule item, the provision in description of items of Sch 'A' and provision in particular specification shall take precedence.

20. In Schedule 'A' PART-XI the rates for various items shall be inserted by the tenderer both in figures and words under columns and the amount shall be extended. The total amount of this Schedule 'A' shall be carried over to general summary.

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

Name of work:- **M&O of 03 x 100 KWP Solar Plants Installed at Laitkor garrison under ARC&MC**

GENERAL SUMMARY

Ser No.	Description of Schedule "A" Part	Amount
1	<u>Schedule 'A' Part-I</u> M&O of 03 x 100 KWP Solar Plants Installed at Laitkor garrison under ARC&MC	Rs _____ (Rupees _____ _____ only)

Rupees _____

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

SCHEDULE 'B'**ISSUE OF WORKS, ETC. TO THE CONTRACTOR**
(SEE CONDITION 26.1 OF CPWD)

Ser No	Particulars	Rate at which materials will be issued to the contractor		Place of issue (by name)	Remarks
		Unit	Rate		
(a)		X			

NOTES: (To be filled as applicable or scored out)

- This Schedule consists of **Nil** items only.
- It will be the responsibility of the contractor to submit in writing his demand for materials SEVEN DAYS in advance of his requirement.
- Material listed above shall be issued solely for the purpose of incorporation in the work.
- Recovery will be made for the gross quantity issued and not for the measured quantity of finished work.
- If the contractor requires store listed above issued to him for making good any loss or damage to work arising from any cause what-so-ever other than the accepted risk and the Govt. issues the same to him, the rates of issue for such items of works shall be the Assam Rifles all stock book rate or market rate on the date of issue of works or Schedule 'B' rate whichever is higher.
- Store listed in Schedule 'B' when issued to contractor for rectification of defects notified to him under conditions of clauses 26.1 of CPWD during the defect liability period shall be charged at the rates shown in Schedule 'B'.
- The items issued FREE FOR FIXING shall be tested at the time of issue in the presence of contractor or contractor's accredited representative and if they are not working after fixing, the contractor shall replace the same at no extra cost to the Government.
- If the works issued "FREE FOR FIXING" are lost or damaged while in the custody of the contractor, the Govt shall recover the cost thereof at double the market rate as prevailing on the detection of such loss or damage. The decision of Engineer-in-charge with regards to damage to the works issued and relevant market rate shall be final and binding on the contractor.
- If on completion of work, the contractor fails to return surplus materials out of those supplied by Govt. then in addition to any other liability which the contractor would have incurred, the Engineer-in-Charge may by a written notice to the contractor, require him to pay within a fortnight of receipt of the notice for such un-returned and surplus materials at double the prevailing market rate as decided by the Engineer-in-charge. If however, the contractor is not satisfied with the decision of the same with regard to market rate he shall be entitled to represent the matter to CFA within Seven Days of receipt of Engineer-in-charge's decision and the decision of the CFA, thereon shall be final and binding.

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

SCHEDULE 'C'

LIST OF TOOLS AND PLANTS (OTHER THAN TRANSPORT)
WHICH WILL BE HIRED TO THE CONTRACTOR

(See Condition 28.1 of CPWD)

SI No	Quantity	Particulars	Details of Assam Rifles crew supplied	Hire charges per unit per working day	Stand by charges per unit per off day	Place of issue (by name)	Remarks
1	2	3	4	5	6	7	8

-NIL-

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

SCHEDULE 'D'

(TRANSPORT TO BE HIRED TO THE CONTRACTOR)

(See Conditions GCC of CPWD)

Sl No	Quantity	Particulars	Rate per unit per working day	Place of issue (by name)	Remarks
1	2	3	4	5	6

-----NIL-----

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

Name of Work: - M&O of 03 x 100 KWP Solar Plants Installed at Laitkor garrison under ARC&MC

STAGE OF PAYMENT

The payment for measurable works under Sch "A" Part – I will be made after measuring the work done as per the standard method of measurement.

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

LIST OF DRAWINGS

1. The following drawings are included in the tender documents:-

S/N o	Description of drawings	Drawing No	Sheet No	Date of	
				Drawin g	Last revision
1	2	3	4	5	6
NIL					

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

TENDER

TO

THE PRESIDENT OF INDIA

Having examined and perused the following documents: -

1. Particular specifications signed by SOI (Works)
2. Drawings detailed in the list of Drawings.
3. Schedule 'A', 'B', 'C' and 'D' attached hereto.
4. CPWD Specifications 2019 Volume I and II and amendments thereafter and Delhi Schedule Rates 2019 (here-in-after referred to as the Schedule) together with amendments if any. General Conditions of Contracts of CPWD together with errata and amendments if any.
5. Water and Electricity : No Water and Electricity will be supplied by the Assam Rifles.

Should this tender be accepted, I/We agree.

** (a) That the sum of Rs. _____ (Rupees _____)forwarded as Earnest Money shall either be retained as part of Security Deposit or refunded by the Government on receipt of the appropriate amount of Security Deposit, all as per Conditions of CPWD.

(b) To execute all the works referred to in the said documents upon the terms and conditions contained or referred to therein and as detailed in the General summary below or at such other rates as may be fixed under the provision of conditions of CPWD and further agree to refer all disputes, as required by conditions of CPWD to the Sole Arbitration of a Serving Officer having degree in Engineering or equivalent or having passed final / direct final examination of Sub-division II of the Institution of Surveyors (India) recognized by the Govt of India to be appointed by the CHIEF ENGINEER ASSAM RIFLES, whose decision shall be final, conclusive and binding.

TOTAL B.F. FROM SERIAL PAGE NO _____ Rs. _____

or the lump sum of Rs. _____ (Rupees _____)

_____) Signature _____ Dated

_____ 2022 in the capacity of _____ duly authorised to sign the tender for and on behalf of _____

SIGNATURE OF WITNESS

NAME _____

POSTAL ADDRESS _____

TELEGRAPHIC ADDRESS _____

TELEPHONE NO. _____

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

APPENDIX 'A' TO NOTICE OF TENDER

1. **Condition No – 1**

- (a) Name of Work : M&O of 03 x 100 KWP Solar Plants Installed at Laitkor garrison under ARC&MC
- (b) Estimated Cost : Rs. 10.05Lakh (Approx)

2. **Condition No – 2**

- Period of Completion : 11 Months

3. **Condition No – 3**

- (a) Document download start date : 01 Apr 2022
- (b) Earnest Money : Rs. 20,200/-
- (c) Earnest money to be deposited in favour of : Mahanideshalay Assam Rifles
Directorate General Assam Rifles
Shillong-793010
- (d) Office where drawing & other documents will be available for inspection : The Commandant
Assam Rifles Constr&Maint Coy
PO : Laitkor, Shillong-10

4. **Condition No – 4**

- (a) Last date & time for uploading of online : 07 Apr 2022 at 1030 hrs

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

ACCEPTANCE

_____Alterations have been made in these documents and as evidence that these alterations were made before the execution of the Contract Agreement and these have been initialled by the Contractor and _____ SO1(Wks).

The said officer is hereby authorised to sign and initial on my behalf the documents forming part of this contract.

The above tender was accepted by me on the _____ day of _____ on behalf of the President of India for the lump sum of Rs. _____(Rupees

_____)

Signature _____ dated this _____ day of _____

Appointment : CFA, Assam Rifles
ACCEPTING OFFICER
(For and on behalf of the President of India)

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

CERTIFICATE

GENERAL CONDITIONS OF CONTRACTS (CPWD)

FOR

LUMP SUM CONTRACTS

A copy of the General Conditions of Contracts clauses 13.2.8 & 13.2.9 of CPWD has been supplied to me/us and is in my/our possession. I/we have read and understood the provisions contained in the aforesaid General Conditions of Contracts before submission of this tender and I/we agree that I/we shall abide by the terms and conditions thereof, as modified, if any, elsewhere in these tender documents.

It is hereby further agreed and declared by me/us that the General Conditions of Contracts CPWD form part of these tender documents.

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

CERTIFICATE

ASSAM RIFLES CONDITIONS AND PARTICULAR SPECIFICATIONS

FOR

LUMP SUM CONTRACTS, TERM CONTRACTS

AND MEASUREMENT CONTRACTS

A copy of the Assam Rifles Special Conditions and Particular Specifications for lump sum contracts, Term Contracts and measurement contracts has been supplied to me/us and is in my/our possession. I/we have read and understood the provisions contained in the aforesaid Assam Rifles Special Conditions and Particular Specifications of Contracts before submission of this tender and I/we agree that I/we shall abide by the terms and conditions thereof, as modified, if any, elsewhere in these tender documents.

It is hereby further agreed and declared by me/us that the Assam Rifles Special Conditions and Particular Specifications form part of these tender documents.

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

**CERTIFICATE FOR ABIDING BY CODE OF INTEGRITY FOR
PUBLIC PROCUREMENT VIDE RULE 175 (1) OF GFR-2017**

1. It is hereby certified that I/We Mr/Mrs/MS _____ (Full Name of owner/ proprietor of Bidder Firm) on behalf of M/s _____ (Full Name and Address of Firm) are bidding for this Tender Duly adhering to the '**Code of Integrity' vide Rule 175 (1) of GFR-2017.**

2. The undermentioned aspects under 'Code of Integrity' are hereby certified for Non- indulgence in:-

(a) Making offers, solicitation towards bribes/ gratification, reward, gift or any material benefit either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

(b) Omission, or misrepresentation of facts that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation is avoided.

(c) Any sort of collusion, bid-rigging or anti-competitive behaviour/ act that may impair transparency, fairness and progress of the procurement process.

(d) Improper use of information provided by the procuring entity to the bidders with an intent to gain unfair advantage in the procurement process or even for personal gains.

(e) Any financial, material or business transactions (including un-official communication/ correspondence) between the bidder and any official of the procuring entity related to tender or executing the process of contract, which can affect the decision (s) of the procuring entity either directly or indirectly.

(f) Any coercion or threat to impair or harm, directly or indirectly any official or related party or its property to influence or affect the procurement process in any manner.

(g) Acts or attempts to obstruct or hinder any investigation or auditing of the procurement process during tendering stage or post supply order stage.

(h) Making false declarations/ disclaimers or providing false information for participation in a Tender process, or to secure a contract or to affect the participation of other prospective Bidders.

(j) Promise on the part of the principal not to seek or accept any benefit, which is not legally available.

(k) Principal to treat all bidders with equity and reason.

(l) Promise on the part of bidders not to offer any benefit to the employees of the principal not available legally.

(m) Bidders not to enter into any undisclosed agreement or understanding with other bidders respect to prices, specifications, certifications, subsidiary contracts, etc.

(n) Bidders not to pass any information provided by principal as apt of business relationship to others and not to commit any offence under PC/IPC act.

(o) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.

(p) Bidders to disclose the payments to be made by them to agents/ brokers or any other intermediary.

(q) Bidders to disclose any transgressions with any other company that may impinge on the anti corruption principle.

3. I/ We make the following "Disclosure of Conflict of Interest" in accordance to Rule 5.1.4 (ix) of Manual for Procurement of Goods and Services-2017.

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

4. I/We make the following "Disclosure of any previous transgressions made in respect of provisions certified vide Para 2 (a) to (h) above with any entity in any country during the last three years or of being debarred/ blacklisted by any other Govt of India procuring agency:-

5. It is fully understood that in case of the aforesaid information provided proved to be false or misleading, I/ We are liable to disqualification from the procurement process and the contract, if awarded, is liable to be cancelled. In the event of contract already having been executed, the balance payment be stopped till finalisation of the case and in the event of payment already been made, the Firm/ Concern is liable to be 'Banned from Business by Blacklisting and recovery of dues already paid with respect to the Contract.

Signature of the tenderer & Stamp

Sd/ xx xxxx
(VaibhavPaliwal)
Maj
Commandant
For Accepting Officer

CERTIFICATE TO BE SIGNED BY THE TENDERER

CERTIFICATE

(TO BE FILLED BY THE TENDERER)

1. It is certified that I have read and understood and will comply all instructions contained in tender enquiry and its schedule. All pages of schedule to tender from page _____ to _____ have been filled properly and signed.
2. The construction/building materials supply/works once /completed/delivered will be subjected to an inspection by the acceptance board at the given consignee location. The specifications of the items will be in conformity with the details provided by the user and as per given specifications. The date of completion of acceptance board would be deemed date on which the warranty will commence.
3. We shall provide onsite comprehensive warranty of one year for the items being executed work / supplied.
4. We guarantee to provide 100% replacement for the defective item during guarantee/warranty & ten years guarantee for the effectiveness of water proofing treatment of accessible roof and structural members.
5. We affirm that we abide by the work schedule as given in tender and elsewhere in the tender enquiry.
6. We agree to deposit a Security Deposit equal to five percent (5%) of the total cost of work as per work order/supply order. After defect liability period of 12 months, the Security Deposit will affirm be released on receipt of confirmation from concern unit/user along with fresh photographs.
7. We certify that any cost incurred on additional items/systems/components /accessories required would be borne by us.

Signature of tenderer : _____

Name in block letters : _____

Name of firm : _____

Full address : _____

(i) Telephone No _____

(ii) Mobile No _____

(iii) Fax No _____

(iv) Email id _____

(v) Website _____

Company Seal

(Authorised Signatory of Company)

Place : _____

Date : _____

Signature of the tenderer & Stamp

Sd/ xx xxxx

ELECTRONIC CLEARING SERVICE/CREDIT CLEARING/REAL TIME GROSS SETTLEMENT (RTGS)
FACILITY FOR RECEIVING PAYMENTSA. DETAILS FOR ACCOUNT HOLDER :-

NAME OF ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/EMAIL	

B. BANK ACCOUNT DETAILS :-

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND EMAIL	
WHETHER THE BRANCH IS COMPUTERISED	
WHETHER THE BRANCH IS RTGS ENABLED? IF YES, THEN WHAT IS THE BRANCH'S IFSC CODE	
IS THE BRANCH ALSO NEFT ENABLED	
TYPE OF BANK ACCOUNT(SB/CURRENT/CASH CREDIT WITH 10/11/13)	
COMPLETE BANK ACCOUNT NUMBER	
MICR CODE OF BANK	
NAME AND ADDRESS OF THE BENEFICIARY/PAYEE	
IFSC(INDIAN FINANCIAL SYSTEM) CODE	

C. DATE OF EFFECT :-

I hereby declare that the particulars given are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or Incorrect Information, I would not hold the user Institution responsible. I have read the option Invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Date:

(.....)

Signature of Customer

Certified that the particulars furnished above are correct as per our records.
(Bank 's stamp)

Date :

(.....)

Signature of the Authorized Official from the Bank

- Please attach a photocopy of cheque along with the verification obtained from the Bank
- In case your Bank Branch is presently not "RTGS enabled" then open its upgradation to "RTGS Enabled" branch. Please submit the information again in the above Proforma to the Department at the earliest.

Signature of the tenderer & Stamp

Sd/ xx xxxx

NON BLACK LISTING CERTIFICATE

1. I _____ Son of Shri _____ age about _____
by profession proprietor/ partner of M/s _____ having registered office at
_____ do hereby solemnly affirms and declare as under :-

- (a) Undertakes to the effort that any Government Organisation does not blacklist our firm.
- (b) I am not Proprietor/Partners/Director of any other firm or business with whom Government has banned/suspended business dealing.
- (c) I do not have any concern /subsidiaries, blacklisted by Government Organization.
- (d) All works have completed within PDC and no work/works is/are laying pending/sick/delay.

Company Seal

(Authorised Signatory of Company)

Place : _____

Date : _____

Signature of the tenderer & Stamp

Sd/ xx xxxx

FINANCIAL STABILITY CERTIFICATE

CERTIFICATE TO BE ISSUED BY SCHEDULED BANK OF THE FIRM

This is to certify that the M/s _____ is maintaining current Account No _____ with us. Proprietor of M/s _____ is a respectable customer of this branch. To our information, M/s _____ considered financially sound for any procurement up to Rs. _____ (Rupees _____ only).

Bank Seal

(Authorised Signatory of Bank)

Place : _____

Date : _____

Signature of the tenderer & Stamp

Sd/ xx xxxx

GUARANTEE/WARRANTY

Except otherwise provided in the invitation to tender, the contractor hereby declares that the goods/works/articles/equipment sold/supplied to the purchaser/consignee under this contract shall be of best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars mentioned/contained in the contract. The contractor hereby guarantees that the said goods/works/articles would continue to confirm to the description and quality aforesaid for a period of twelve months from the date of receipt of goods/works/articles/equipment in good condition at site by the consignee in case of supply contract and twelve months from the date of installation and satisfactory taking over of the goods/works/articles/equipment at site by consignee where installation and commissioning is involved and notwithstanding the fact and the purchase/inspection authority has inspected and/or approved the said goods/works/articles/equipment or such if during the 12 months the said goods/stores/articles/equipment be discovered not to confirm to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchase/consignee in that behalf shall be final and binding on the contractor/seller and the purchaser shall be entitled to call upon the contractor/seller to rectify the goods/stores/articles/equipment or such portion thereof as is found to be defective by the purchasers within the reasonable period or such specified period as may be allowed by the purchaser in his discretion on application made thereof by the contractor/seller, and in such an event, the above period shall apply to the goods/stores/articles/equipment rectified from the date of rectification mentioned in the warranty thereof, otherwise the contractor /seller shall pay the purchaser such compensation as may arise by reason of the breach of warranty therein contained.

Signature of the tenderer & Stamp

Sd/ xx xxxx

PENALTY FOR USE OF UNDUE INFLUENCE

The seller should undertake that he has not given, offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in procuring, the Contact or Forbearing top do or for having done or forborne to do any act in relation or execution of the Contract or any other Contact with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contact or any other Contact with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on is behalf (whether with or without the knowledge of the seller) or the commission of any offers by the seller or any one employed or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchase to cancel the contact and all or any other Contact with the seller and recover from the Seller the amount of any loss arising from suchcancellation.A decision of the Purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller.

Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the Purchaser or to any other person in a position to any other person in a position to influence any officer/employee of the Purchaser for showing any favor in relation to this or any other contact, shall render

Signature of the tenderer & Stamp

Sd/ xx xxxx

Bank Guarantee format for furnishing Earnest Money Deposit (EMD)

Signature of the tenderer & Stamp

Sd/ xx xxxx

Enlistment/renewal letter of contractor in any Govt Department (to be uploaded)

Signature of the tenderer & Stamp

Sd/ xx xxxx