

**INVITATION FOR QUOTATIONS FOR CONSTRUCTION OF
CIVIL WORKS UNDER SHOPPING PROCEDURES**

To

Dear Sirs,

Sub: Invitation of online quotations for Supply, Installation, Testing and Commissioning (SITC) of Fume Hoods in Instrumentation Laboratory, CPCB Delhi

1. You are invited to submit your most competitive quotation for construction of the following works:-

| Brief Description of the Works | Period of Completion |
|--|--|
| SITC of Fume Hoods in Instrumentation Laboratory, CPCB Delhi | 04 months from the date of letter to proceed with work |

2. Government of India has received/has applied for/intends to apply for financing from the World Bank towards the cost of the NGRBA Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for quotations is issued.

- 3¹. Deleted.

4. To assist you in the preparation of your quotation, we are enclosing the following:

- i. Layout Drawings of the works; enclosed
- ii. Structural Details; N.A.
- iii. Detailed Bill of Quantities, with estimated rates and prices; Estimated cost
- iv. Technical Specifications; Enclosed
- v. Instructions to Bidders (in two sections). Enclosed
- vi. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract. Enclosed

5. **Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> latest by 15.00 Hrs. on 10.01.2017. The same will be opened 15.30 Hrs. on 11.01.2017. Late quotations will be rejected.**

¹ Delete if inapplicable

Tenderer/Contractor are advised to follow the instructions “Instructions To Bidder for Online Bid Submission” provided in the Annexure “A” for online submission of bids -.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

6. We look forward to receiving your quotations and thank you for your interest in this project.

Name: A B Akolkar, MS

Address: Central Pollution Control
Board, Parivesh Bhawan
East Arjun Nagar,
Delhi-110032

Tel. No: 01143102418

Fax No. 01122301122

Instructions to Bidders

SECTION - A

1. Scope of Works

The Central Pollution Control Board invites online quotations for the construction of works as detailed in the table given below

| Brief Description of the Works | Period of Completion |
|---|--|
| SITC of Fume Hoods Instrumentation Laboratory, CPCB Delhi | 04 months from the date of letter to proceed with work |

The successful bidder will be expected to complete the works by the intended completion date specified above.

2. **Qualification of the bidder:** The bidder shall provide information on his qualification which shall include:-

- (a) Total monetary value (i.e. final amount received for the work) of works executed by him for each year of the last 3 years: i.e. F.Y. 2013-14, 14-15, 15-16. Copy of the certificate for final amount received to be enclosed.
- (b) Report on his financial standing; i.e. balance sheet and
- (c) Details of any litigation, during the last 3 years in which the bidder is involved, the parties concerned, and disputed amount in each case (Give details of both completed and pending cases).and non performed contracts

3. To qualify for award of the contract the bidder:-

- (a) should have satisfactorily completed as a prime contractor at least one similar work i.e. SITC of Fume hoods together of value not less than Rs. 11,03,000/- or 02 similar works of Rs. 8,27,300/- in the last three years;
- (b) should have manufactured or authorised dealer of the fume hoods.
- (c) Should have valid registration in CPWD or any other Govt. department in appropriate category, valid copy of VAT registration, PAN card. Documentary evidence to be enclosed.

All above self certified documents has to be submitted in hard copy before online submission of the bid i.e before 10.01.2017.

4. Bid Price

- a) The quotation shall be for construction of the whole works as described in the Bill of quantities, drawings and technical specifications. Corrections, if any, in the quotation shall be made by crossing out, initialing, dating and re writing.
- b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The rates should be quoted in Indian Rupees only.

5. Submission of Quotations

5.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.i.e. location of laboratory, electrical room, nearest water supply line etc.

5.2 Each bidder shall submit only one quotation. Bidders shall not contact other Bidders on matters relating to this quotation.

5.3 The quotation submitted by the bidder shall comprise the following :-

- (a) Quotation filled in the format given in Section **B**.
- (b) Signed Bill of Quantities; and
- (c) Qualification information form given in Section B duly completed.

5.4 Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/aplatest> by 15.00 Hrs. on 10.01.2017. Late quotations will be rejected.

Tenderer/Contractor are advised to follow the instructions “Instructions To Bidder for Online Bid Submission” provided in the Annexure “ ” for online submission of bids - .

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

5.5 Deleted

5.6 Deleted

6. Validity of Quotation

Quotation shall remain valid for a period not less than 45 days after the deadline date specified for submission.

7. Opening of Quotations - deleted

8. Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

9. Evaluation of Quotations

The Employer i.e. Central Pollution Control Board will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) meet the qualification criteria specified in clause 3 above;
- (b) are properly signed; by the authorised representative and
- (c) conform to all the terms and conditions, specifications and drawings without material deviations.

10. Award of contract

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

10.1 Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

10.2 The bidder whose quotation is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

11. Performance Security

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the Member Secretary, Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032 the performance security (either a bank guarantee or a bank draft in favour of the Employer) for an amount equivalent of 3 % of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in clause 12. Failure of the successful Bidder to furnish performance security and signing the agreement within the period stipulated shall constitute sufficient grounds for annulment of award and debarring the bidder from participation

in bidding by Employer for a period of one year ,in which case the Employer may make the award to the next lowest evaluated bidder or seek quotations afresh.

12. Period of Maintenance:

The “Period of Maintenance” for the work is six months from the date of taking over possession by the Employer or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

- 13.** Supply of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor. Employer will not issue any material/equipment.

.....

SECTION - B

- 1. Format for Qualification Information.**
- 2. Format for Submission of Quotation.**
- 3. Format of Letter of Acceptance.**

1.4 Proposed subcontracts and firms involved.

| Sections of the supply | Value of Sub-contract | Sub-contractor (name & address) | Experience in similar work |
|-------------------------------|------------------------------|--|-----------------------------------|
| * | * | * | * |
| * | * | * | * |
| * | * | * | * |

1.5 Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.6 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.7 Information on litigation history in which the Bidder is involved.

| Name of the work | Agreement number/date | Name & address of Employer | Contract Value in Rs | Cause of dispute | Amount Disputed | Remarks showing present status |
|-------------------------|------------------------------|---------------------------------------|-----------------------------|-------------------------|------------------------|---------------------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

QUOTATION

*Description of the Works: SITC of Fume Hood in Instrumentation Laboratory, CPCB, Delhi
To:

Subject : SITC of Fume Hood in Instrumentation Laboratory, CPCB, Delhi

Reference : Letter No F. No. 4-1(9)/Bldg/Civil/NGRBA dated 15.12.2016

Sir,

We offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith at percentage above / below the estimated rates, i.e., for a total Contract Price of -

Rs.** _____ [in figures]

Rs. _____ [in words].

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive arrangements with the competitors. We will abide by the laws against fraud & corruption in force in India namely "Prevention of Corruption Act-1988 as amended on date.

We hereby confirm that this quotation is valid for 45 days as required in Clause 6 of the Instructions to Bidders.

We have not been debarred/removed from approved lists/ (dealings suspended) for participation in bidding for tenders by the Central/State Governments or by the World Bank.

Yours faithfully,

Authorized Signature : _____ Date: _____

Name & Title of Signatory : _____

Name of Bidder : _____

Address : _____

* ***To be filled in by the Employer before issue of the Letter of Invitation.***

** ***To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.***

**LETTER OF ACCEPTANCE
CUM NOTICE TO PROCEED WITH THE WORK**

(LETTERHEAD OF THE EMPLOYER)

Dated: _____

To: _____ [Name and address of the Contractor]

Dear Sirs,

This is to notify you that your quotation dated _____ for execution of the _____ for the contract price of Rupees _____ [amount in words and figures], is hereby accepted by us.

You are hereby requested to furnish performance security for an amount of Rs. _____ (equivalent to 3% of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favour of Central Pollution Control Board, Delhi (Employer) shall be valid till the expiry of the period of maintenance i.e. up to _____. Failure to furnish the Performance Security will entail cancellation of the award of contract.

You are also requested to sign the agreement form and proceed with the work not later than _____ under the instructions of the Engineer, _____ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the required Performance Security, the contract ,for the above said work, stands concluded.

Yours faithfully,

**Authorized Signature
Name and title of Signatory**

Draft Contract Agreement form for Construction through National Shopping

ARTICLES OF CONTRACT AGREEMENT

This deed of agreement is made in the form of agreement on _____ day _____ month _____ 20.. ____, between the _____ (Employer) or his authorized representative (hereinafter referred to as the first party) and _____ (Name of the Contractor/firm), S/O _____ resident of _____ (hereinafter referred to as the contractor/firm), to execute the work of construction of _____ (hereinafter referred to as works) on the following terms and conditions.

2. Cost of the Contract

The total cost of the works (hereinafter referred to as the “total cost”) is Rs. ____ as reflected in Annexure - 1.

3.1 Payments under its contract:

Payments to the second party for the work will be released after satisfactory completion of the work.

3.2 Deleted

4. Notice by Contractor to Engineer

The second party, on the works reaching each stage of construction, issue a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the engineer nominated by it, will ensure issue of stage completion certificate after due verification.

5. Completion time

The works should be completed in 04 months from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

6. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:

- a) The first party does not give access to the site or a part thereof by the agreed period.

- b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
 - c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
 - d) Payments due to the second party are delayed without reason.
 - e) Certification for stage completion of the work is delayed unreasonably.
7. Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs. 800/- per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 3 % of the contract amount.

(Note: The amount of liquidated damages per day should be determined at 0.05 to 0.1% of the contract value of the works per day and indicated here).

8. Duties and responsibilities of the first party

- 8.1** The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- 8.2** The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.
- 8.3** Possession of the site will be handed over to the second party within 10 days of signing of the agreement.
- 8.4** The Engineer or such other person as may be authorized by the first party shall hold meeting once in a fortnight where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 8.5** The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of

the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

9. Duties and responsibilities of the second party

9.1 The second party shall:

- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
- b) employ suitable skilled persons to carry out the works ;
- c) regularly supervise and monitor the progress of work ;
- d) abide by the technical suggestions/direction of supervisory personnel including engineers etc. regarding building construction ;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification :
- f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation ;
- g) keep the first party informed about the progress of work ;
- h) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party ; and
- i) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- f) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction (TDS) from running bills in respect of such taxes as may be imposed under the law).

10. Variations / Extra Items

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

- a) The second party shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.

- b) If the quotation given by the second party is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

11. Securities

The Performance Security (Bank Guarantee from a Nationalized or Scheduled Bank in India in the format attached) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

12. Termination

12.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

12.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
- (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) the Contractor does not maintain a security which is required;
- (e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the clause 7 of this agreement

12.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

12.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

13. Payment upon Termination

13.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less

advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

13.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

14. Dispute settlement

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Superintending Engineer, PWD to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties. The Arbitrator shall give his award/decision within 60 days of start of proceedings

Signed and delivered by Sri. _____ for and on behalf of the Contractor

In the presence of the Witness:

i)

ii)

SIGNATURE

Signed and delivered by Sri _____ Deputy Executive Engineer/Executive Engineer/Superintending Engineer _____ of _____ for an on behalf of the Government.

In the presence of the Witness:

i)

ii)

SIGNATURE

BILL OF QUANTITIES

Annexure I

| S. N. | Description | Qty | Unit | Rate | Amount |
|-------|---|-----|------|------|--------|
| 1 | Low Constsnt Volume (LCV) type Bench Fume hood (Size: L1800 x D915 x H2300mm) | 1 | each | | |
| | Consisting of following : (As specified in Annexure - II) | | | | |
| | Fume hood Superstructure | | | | |
| | Fume hood Worktop | | | | |
| | Service Valves - as specified in annexure | | | | |
| | Electrical Fittings | | | | |
| | Controls | | | | |
| | Fume hood understructure | | | | |
| | Fume hood under-cabinet | | | | |
| | Accessories | | | | |
| 2 | PPGL + FRP Scrubber - 1 No. Scrubber for 1 no. Fume hood | 1 | Each | | |
| | PPGL + FRP Scrubber along with nozzles, Grid Plates, PP Poll ring, mist eliminator, spray, headers, G.I.Nutbolt, Rubber Gasket, L.I, Over flow, Makeup water, manhole & drain connection etc.Centrifugal chemical process PP Pump with mechanical seal, | | | | |
| | Capacity 6M ³ / hr. /head 10 mtr.1 HP Crompton make motor 2800 RPM – NFLP, | | | | |
| | Recirculation pp piping with necessary valve & fittings, flanges, nut bolt etc. | | | | |
| | Scrubber Capacity – 600 CFM | | | | |
| | Size- 650 Dia x 3000 mm Ht. | | | | |
| | | | | | |
| 3 | Suitable PPGL + FRP Blower for above Scrubber. | 1 | Each | | |
| | Capacity : 1500 CFM | | | | |
| | M.O.C : PPGL + FRP | | | | |
| | Drive : Direct | | | | |
| | Impeller : PP | | | | |
| | W/C : 50 mm | | | | |
| | Motor : 2 HP, 1440 RPM, 3 Phase, NFLP (Crompton Make) - DOL Starter for Motor. | | | | |
| 4 | Low Constsnt Volume (LCV) type Bench Fume hood (Size: L1500 x D915 x H2300mm) | 3 | each | | |
| | Consisting of following : (As specified in Annexure - I) | | | | |
| | Fume hood Superstructure | | | | |
| | Fume hood Worktop | | | | |
| | Service Valves - as specified in annexure | | | | |
| | Electrical Fittings | | | | |
| | Controls | | | | |
| | Fume hood understructure | | | | |
| | Fume hood under-cabinet | | | | |

| | | | | | | |
|---|--|-----|------|-----|--|--|
| | Accessories | | | | | |
| 5 | Suitable PPGL + FRP Blower (Cluster: 1 Fan for 3 Nos 1500mm Fume hoods) | | | | | |
| | Capacity : 1500 CFM | 1 | each | | | |
| | M.O.C : PPGL + FRP | | | | | |
| | Drive : Direct | | | | | |
| | Impeller : PP | | | | | |
| | W/C : 50 mm | | | | | |
| | Motor : 3 HP, 2800 RPM, 3 Phase, NFLP (Crompton Make) | | | | | |
| | - DOL Starter for Motor. | | | | | |
| Supply of exhaust ducting in PP/ FRP(Round Shape) construction (3mm + 2mm) complete with necessary bends, reducers, T-connections, supports, flanges, gaskets, nutbolts etc. | 50 | | | rmt | | |
| Installation Charges for PP / FRP Ducting | 50 | Rmt | | | | |
| Total | | | | | | |
| Taxes , if any | | | | | | |
| Grand total | | | | | | |

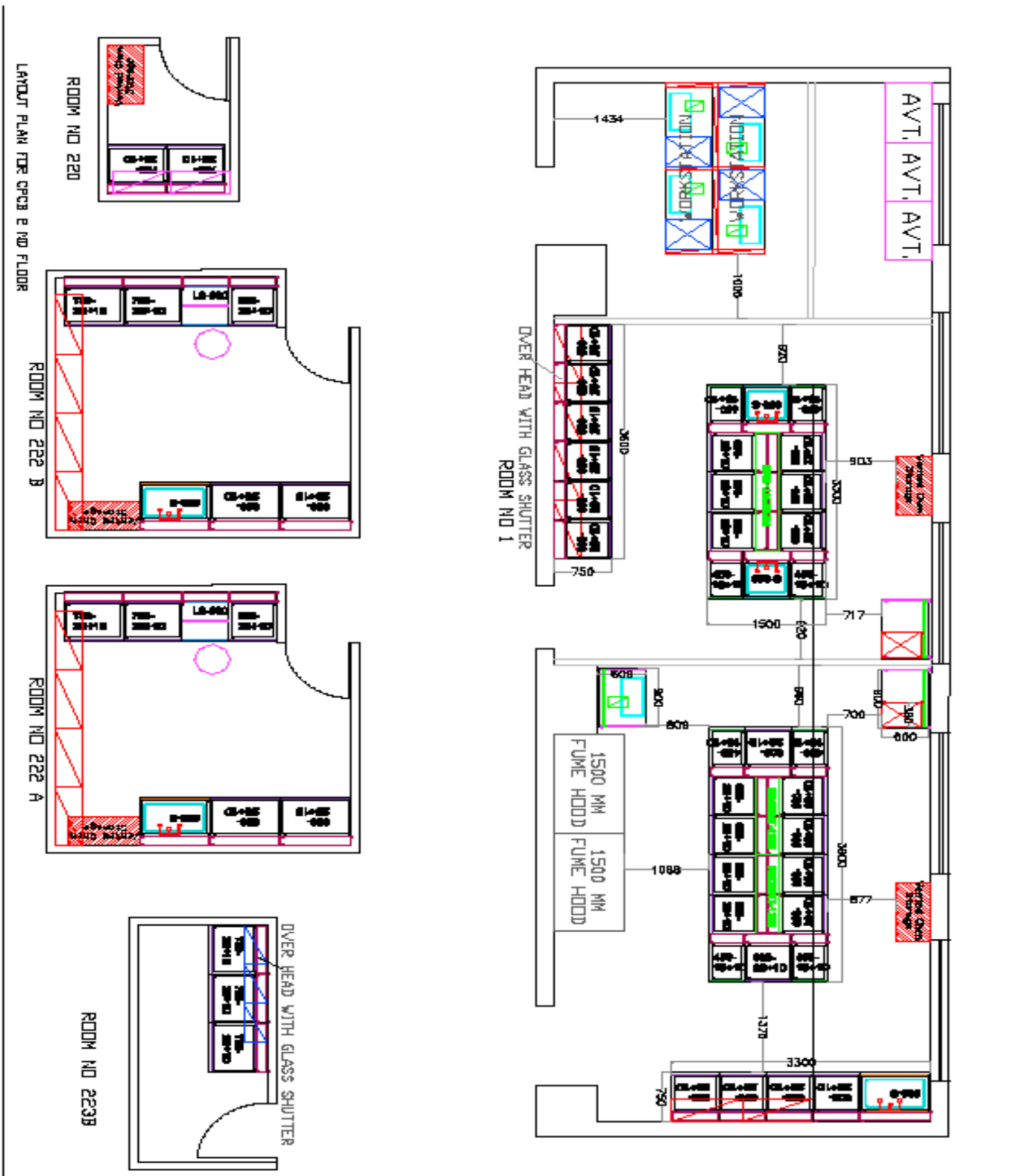
All civil works required for installation of fume hoods i.e. opening of hole, repairing of wall, platform for scrubber/ blower etc are in the scope of bidder.

Gross Total Cost : Rs.

We agree to execute the works in accordance with the approved drawings and technical specifications at percentage above/below the estimated rates, i.e., for a total contract price of Rs.(amount in figures) (Rs. amount in words).

Signature of Contractor

(Where there is a discrepancy between the amount in figures and words, the amount in words will prevail)



| | |
|--|---|
| 7 | Fume hood under-cabinet - For Chemical Storage |
| | - Detachable design general purpose twin cabinets fabricated out of GI sheet, |
| | consisting of, |
| | - Special arrangement for air ventilation inside the cabinet |
| | - twin doors in double wall const. |
| | - flushed type recessed handle. |
| | - Chemical resistance FRP lining inside the cabinet wall |
| | - 110 ° special design door hinges in SS const. |
| | - 1 No. fixed shelf. |
| | - recessed base frame in heavy duty GI const. |
| | - twin castors for easy removal of the cabinet. |
| 8 | Accessories |
| a | 200 mm dia. Duct damper in PP const. complete with |
| | pre drilled flanges on both sides, manual operation handle and |
| | extended spindle, suitable for motorized drive. |
| b | Scaffold Grill (1300 x 750mm) in Vertical rod design, fabricated out of 12.0mm dia., |
| | SS316 rods, having 150mm pitch between two rods. |
| Annexure - II | |
| Technical Specification of Fume hood | |
| Type of hood: Low Constants Volume (LCV) type Bench Fume hoods. | |
| Overall Dimension: Width 1800 x Depth 915 x Height 2300mm | |
| Inner Dimension: Width 1600 x Depth 645 x Height 1200mm | |
| 1 | Fume hood Superstructure consisting of |
| | - structure frame in 2.0mm thick GI construction |
| | - inner lining, rear baffles and top baffles in 6mm thk. Phenolic resin construction |
| | - outer panels in 1.2mm thick GI construction. |
| | - Aerodynamic Shape front posts, in GI construction |
| | - Flip-on type Airfoil in 1.6 mm thick SS construction |
| | - Streamlined shaped exhaust duct collar in PP const. |
| | - Combination type, Frameless design Sash in toughened glass |
| | const. with full length sash handle in anodized Al const. |
| | - Sash movement mechanism with counter weight. |
| | - twin tube type light fitting with fluorescent lamps |
| 2 | Fume hood Worktop |
| | In Jet black granite construction , having raised rails on all four sides, |
| | with 1 No. oval shaped cup sink, in PP const., on left rear side. |
| 3 | Service Valves - 4 Nos (LHS) |
| | having body in forged brass const., extended spindle in brass |
| | construction, color coded knobs in plastic const. angular |

Annexure - 2

Format of certificate

Certified that the works upto ----- stage(as defined in clause 3.1 of the Agreement) in respect of construction of ----- at ----- have been executed satisfactorily in accordance with the terms and conditions of the agreement and as per approved drawings and technical specifications.

Signature
Name & Designation
(Official address)

Place :
Date :

Office seal

PERFORMANCE BANK GUARANTEE
(To be given from a nationalized or scheduled bank in India)

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee]¹ _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.i.e. 06 months from the handing over the site

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

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: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- 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 / nCode / eMudhra etc.), with their profile.
- 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.
- 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) 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.
- 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.
- 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) Bidder should take into account any corrigendum published for the tender document before submitting their bids.
- 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.
- 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 formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 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

- 1) 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) 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.
- 5) 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.

- 6) 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.
- 7) 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.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) 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.
- 9) 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 Sh. Paritosh Kumar, I/c, Building upto 09.01.2017 on 011-43102418 or 45pkumar@gmail.co.in .
- 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.
