

**OFFICE OF THE DEPUTY INSPECTOR GENERAL ASSAM RIFLES,
26 SECTOR ASSAMRIFLES , C/O 99 APO**

II.11014/NIT/SPR/Engr/2023-24/43

Dated: 19 Dec 2023

NOTICE INVITING TENDER

1. Online e-tender with tender fees are hereby invited on behalf of President of India from Assam Rifles approved contractors and enlisted contractors working with other Central Government department/organization meeting eligibility criteria for selection of contractor for the following work:

Sr No	Name of works	Approximate cost (in Rs)	Earnest money (in Rs)	Tender fee(in Rs)
01	Special repair of Black Top road at Key Location Plan for Assam Rifles Battalion at Moreh.	42,21,994.00	85,000.00	1,000.00
	Total	42,21,994.00		

2. Last date for uploading the tender documents by bidders duly completed in all respect is at **1130h on 06 Jan 2024** (21 days from the date of publish of E-tender).

3. The lump sum amount to be quoted for the entire work by the tenderers shall include all taxes including GST, ESIC, EPF and LWC etc as applicable at the time of awarding of contract and during the execution of work till completion.

4. Tender fee is required to be submitted through SBI in the form of **Account payee, Demand Draft, Bankers Cheque or e- payment** and **Treasury Challan** etc in favour of **Deputy Inspector General Assam Rifles, C/o 99 APO** payable at **Imphal** under **Head of Account 0055 Police (A-5) Assam Rifles, Misc Tender Fee**.

5. The **Director General Assam Rifles** as the CFA reserve the right to reject or accept any application/tender without assigning any reasons.

Note :- The complete tender documents can be accessed & downloaded from CPP Portal <http://eprocure.gov.in/eprocure/app>. Please check regularly the website for any changes/ modification /amendment in the Tender Enquiry. This TE is being issued with no financial commitment and DGAR reserves the right to change or vary any part thereof at any stage. He also reserves the right to withdraw the TE , should it become necessary at any stage.

6. Assam Rifles Registered/Enlisted contractors are excepted from submitting following 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. Hard copy of tender fee and EMD to be submitted on same day of tender opening date.

Sd x x x x xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Wks)
For Accepting Officer

Distribution:-

- DGAR (Engr Branch) - for info please.
Shillong-793010
- DGAR (PRO Cell) - You are requested to pub NIT in three national/local daily news papers. Local news papers of Manipur. Soft copy of this tender notice forwarded through ARMS please.
Shillong – 793010
- DGAR (EDP Cell) - You are requested to pub the above tender notice on AR web site. Soft copy of this tender notice forwarded through ARMS please.
Shillong – 793011
- All IGAR/Sector / ARTC & S - For info and wide publicity please.
- All Assam Rifles Approved Contractor - For info please.
- Notice board
- Est Branch (Internal) - You are requested to detail a BOO for opening of e-tender **1230h on 07 Jan 2024**.

TENDER DOCUMENTS**GOVT OF INDIA, MINISTRY OF HOME AFFAIRS**
HEADQUARTER 26 SECTOR ASSAM RIFLES

II.11014/NIT/SPR/Engr/2023-24/43

Dated: 19 Dec 2023

1 For and on behalf of the President of India, the Headquarter 26 Sector Assam Rifles invites online tenders on the prescribed form, for the execution of the following work as given in this schedule to tender:-

Serial No	Description of works required	Quantity
(a)	Special repair of Black Top road at Key Location Plan for Assam Rifles Battalion at Moreh.	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>.

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 upload on CPP Portal.

4. This online Tender is NOT transferable.

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

<u>Schedule To online Tender</u>			Page No.
(a)	Chapter-I	Instructions to Bidders/Tenderers	02 to 07
(b)		Notice Inviting Tender	08-12
		Authority Letter	13
		Schedule 'A' (Notes & Description)	14-16
		Schedule of Work	17
		General Summary	18
		Schedule 'B' Store	19
		Schedule 'C'	20
		Schedule 'D'	21
		Stages of Payment	22
		List of Drawing	23
		Tender	24
		Appendix 'A'	25
		Acceptance Certificate	26
(c)		Standard Forms to be uploaded by bidders	01 to 28
(d)	Appendix 1	Performance Statement Format for last three years	29
(e)	Appendix 2	Certificate to be signed by tenderer	30
(f)	Appendix 3	Performa for "e-payment"	31
(g)	Appendix 4	Non Black listing certificate	32
(h)	Appendix 5	Financial Stability (certificate issued by schedule bank of the firm)	33
(i)	Appendix 6	Guarantee/Warranty	34
(j)	Appendix 7	Undertaking for no use of undue influence	35
(k)	Appendix 8	Earnest Money Deposit (EMD) Instrument	36
(m)	Appendix 09	Enlistment/Renewal letter of Assam Rifles approved contractors and enlisted contractors working with other central Government department /organization meeting eligibility criteria contractor in any Govt Department (to be uploaded)	37
(m)	Approx 10	Amendment of tender document	38 to 39
(n)	Appendix 11	GSTIN Registration Certificate	40

Signature of the tenderer & Stamp

Sd/- xx xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

Chapter-I
Instructions to Bidders/Contractors

(THIS TENDER SET IS NOT TRANSFERABLE)

6. 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>.

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

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

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

10. 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.

11. Name of work : As given in Schedule

12. Tender Cost : **Rs. 1,000.00**

Those who download the tender set from the CPP website must submit the cost of e-tender (non-refundable) through a SBI in the form of account payee, demand draft, banker cheque or E- payment and treasury challan etc a scanned copy of the tender fee of Rs. 1000.00 (Rupees one thousand only) upto work value 50.00 Lac and above Rs 1,500.00 (Rupees one thousand five hundred only) to be deposited in favour of DIG AR 26 Sector Assam Rifles . Original to be submitted as per para 12 of the page No. 02. Tender Fee to be deposited in favour of DIG AR 26 sector Assam Rifles at the time submission of E- Tender, E-Tender documents submitted without the tender cost will be rejected. (Original payment instruments in respect of tender fee and EMD are to be deposited either by person in the tender box placed in tender room of Headquarter 26 Sector Assam Rifles or by post to the Engineer Branch (Headquarter 26 Sector AR) at least one hour (i.e. time-1130hours) prior to the time of opening of technical bids (Time-1230 hours). Late/Delayed/Non submission of original would result in rejection of bid during online bid opening.

13. Earnest Money : **86,600.00 (Rupees eighty six thousand six hundred only)**

14. Date of issue/publishing NIT : As per critical dates of NIT

15. Document download start date : As per critical dates of NIT

16. Document download end date : As per critical dates of NIT

17. Last date & time for uploading of online tender : As per critical dates of NIT

18. Opening of Technical bid : As per critical dates of NIT

19. Opening of Financial bid : Subsequently

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

20. **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.**

21. 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 Appendix '5' (format attached).

22. Latest Income tax clearance certificate issued by concerned authority must be produced with supporting PAN Number.

23. Full name and status of the person signing the tender documents must be clearly mentioned in the tender.

Sd/- xx xx xx

Signature of the tenderer & Stamp

(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

24. 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.

25. Paying Authority.
Pay & Account Office Assam Rifles
(Old DGAR Complex)
Laitumukhrah, Shillong – 793011

26. Director General, Assam Rifles, reserves the right to cancel/reject any or all the tenders without assigning any reasons.

27. Clarification on Specifications/ Qualitative Requirements. 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.

28. Testing and Inspection Criteria. The tenderers will have to abide by the testing and inspection criteria formulated by the user confirming to CPWD guidelines.

29. The Department (Users) : The President of India

30. Inspection Authority : Authorised person detailed by The Director General, Assam Rifles
Headquarter DGAR, Shillong -10

31. Inspection Officer : Board of officer at Consignee location/ after completion of work

32. Works required at (Consignee) : As stated in NIT

33. Execution of Works. Execution of works at the site given by the Engineer-in-charge.

34. 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.

35. 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.

Signature of the tenderer & Stamp

Sd/- xx xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

36. **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, Headquarter DGAR/ Headquarter 26 Sector Assam Rifles, 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.

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

38. 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.

39. If the exigencies of work so demand, the Engr-in-charge may allow payment to third party, who is creditor to the contractor, after fulfilling certain conditions

(a) The constr gives an auth letter addressed to the Engr-in-Charge on non judicial stamp paper of Rs. 100/- in format given below:-

I/we authorize the SO-1 (Wks), 26 Sect to pay directly on my/our behalf to (name of third party) an amount of Rs.....(Rupees In words) for the work done or supplies made by (name of third party). I/We shall be responsible for the quality and quantity of the same under the provisions of agreement No.....

(b) The total payment to third party shall not exceed 10% of agreement amount of work.

(c) Full reasons for proposing such third party payment shall be recorded and prior return approval of the next higher auth shall be obtained before making such payments.

40. 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.

41. 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.

42. Any query/representation be addressed to SO1 (Works), of 26 Sector Headquarter.

43. **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. These 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.

44. 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 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 application/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 application labour licenses, registration with EPFO, ESIC and BOCW welfare board, whatever applicable are submitted by the contractor to the engineer-in-charge.

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

Signature of the tenderer & Stamp

Sd/- xx xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

DOCUMENTS TO BE SUBMITTED ONLINE WHICH WILL FORM PART OF PQC

- (a) **Technical Bid.** The tech bid should contain the following:-
- (i) Tender documents duly completed and signed and stamped on each pages but WITHOUT QUOTING RATE AS PER SCHEDULE-A (PART-I) to be uploaded alongwith other documents.
- (ii) Power of Attorney: 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 .
- (iii) Compliance to specifications applicable as per CPWD manual & AR-2249 and GCC 2020.
- (iv) **Past Experience.** Minimum two years ending 31st march of preceding year of advertised tender. Copies of relevant and authenticated documents (work order/LOI) supporting the same issued by Department of Central Govt/State Govt or Public Sector Unit, where the bidder has successfully concluded the ibid contract, should be enclosed with the tender.
- (v) **Past Performance.** The bidder /OEM should have executed project for supply and installation /commissioning of same or similar category products during preceding three Fin years (i.e current year and three previous fin years) as on opening of bid as per fwg criteria:-
- (a) Three similar completed works each costing not less than 40% of the estimated cost put to tender, or
- (b) Two similar completed works each costing not less than 60% of the estimated cost put to tender, or
- (c) One similar completed works each costing not less than 80% of the estimated cost put to tender
- (vi) **Proof of Completion.** Completion report certificate duly signed by the concerned department/authority.
- (vii) Non Blacklisting Certificate as per Appx 4 of Chapter-I to be submitted.
- (viii) Certificate of Acceptance of Terms and Conditions of NIT as per Appx 2 of Chapter-I to be submitted.
- (ix) **Financial Stability Certificate (FSC).** Latest audited balance sheet of last two years duly signed by licensed Chartered Accountant to be submitted. Financial capability of the bidder should be at least 30% of the value of the contract.
- (x) **Enlistment / Renewal Letter.** Enlistment / Renewal letter of contractor in any Govt Department (scan copy to be uploaded) giving category and financial limit for Tendering.
- (xi) **Earnest Money Deposit/Tender Fee.** Scanned copy of Tender Fee and EMD to be deposited through Demand Draft/Bank Draft / Fixed Deposit Receipt/TDR duly pledged in favour of CE, HQ DGAR from a schedule bank preferably a nationalized bank. EMD should be valid for a period of 45 days beyond the fixed Bid Validity period. Original EMD and Tender Fee to be submitted as per Para 12 & 13 of page No 02.
- MSME are exempted for goods and services but MSME exemption can not be extended to construction works as it can not be treated as service rendered or supply of goods.**
- (xii) Affidavit from contractor for employment of Engineers with last three years experience and degree / diploma certificate of Engineers.

Signature of the tenderer & Stamp

Sd/- xx xx xx
 (Raman Tyagi)
 Lt Col
 Staff Officer-I (Works)
 For Accepting Officer

- (b) **DOCUMENTS TO BE SUBMITTED BY BIDDERS BUT WILL NOT FORM PART OF PQCU**
- (i) Performa for e-payment as per Appx 3 of Chapter-I.
 - (ii) Warranty / Guarantee certificate as per Appx 6 of Chapter-I (if required).
 - (iii) Undertaking for No Use of Undue Influence as per Appx 7 of Chapter-I.
 - (iv) Scanned copy of GST Registration Certificate issued by the concerned authority with supporting PAN / TIN to be uploaded
 - (v) **Implementation of EPF and ESI for Contract labour.**
 - (aa) 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.
 - (ab) 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.
 - (ac) 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
- (c) **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 (BOQ) 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**
 - (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) **Rates will not be indicated in the technical Bid Schedule 'A' and if indicated, then the tender will be considered invalid.**
 - (v) Tenders should quote the rate both in words and figures in the online 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 words will be considered as valid **liable to be rejected.**

46. **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 / Inspector General Assam Rifles or Commander of Sector Headquarter will examine the technical bids. This would be a paper evaluation comprising of scrutiny of all documents required to be submitted for the Technical 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 xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
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/ lumpsum 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 including 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 headquarter 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.

47. 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.**

48. 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> regularly.

49. **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.**

50. 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.

51. 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.

52. Any query/ representation be addressed to The SO-1 (Works), Headquarter 26 Sector Assam Rifles at Pallel.

Signature of the tenderer & Stamp

Sd/- xx xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
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 **120 days (one hundred twenty 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**

(a) 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 bank preferably a nationalised bank. EMD should be valid for a period of 45 days beyond the fixed Bid Validity period.

(b) Firms submitting EMD through Bank Guarantee are required to ensure authenticity of the same through digitally signed secured e-mail from issuing banks to official e-mail ID of SO-1 (Works).

7. **Bank Guaranty (BG):-**

(a) Getting confirmation through digitally signed secured e-mail from issuing Bank.

(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 (if applicable):-**

(i) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the Dept within 07 days after last date of submission of bids, then the Govt shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of earnest money absolutely irrespective of letter of acceptance for the work is issued or not.

(ii) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the Dept after expiry of 07 days after last date of submission of bids, then the Govt shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of earnest money absolutely irrespective of letter of acceptance for the work is issued or not.

9. **Release of EMD/ Refund of EMD:-** The tenderer except the lowest tenderer shall be refunded immediately **Within a week from the date of acceptance of successful bidder.**

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 inclusive of GST, EPF, ESIC & LWC. In case of any amendment made by Government during the course of contract towards GST, EPF, ESIC & LWC charges same has to be borne by Contractors

Signature of the tenderer & Stamp

Sd/- xx xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

NOTICE INVITING TENDER

1. A tender is invited for the work as given in Appendix 'A'.
 - 1.1 The work is estimated to cost as given in Appendix '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 Govt department Contractor duly authenticated by an officers not below Executive Engineer / superintending Engineer of the concerned department with whom contractor is registered alongwith the tender documents. This will include
 - (a) Registration documents with validity copy.
 - (b) Financial and Solvency limit.
 - (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 accurate 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 tenderers 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 four months (bid validity) plus 45 days (Tender duration) i.e. total **165 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 documents 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 xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

5. Security Deposit (Performance Security):-

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. The contractor shall submit an irrevocable performance guaranty of **5% (Five Percent)** of the tendered amount. Performance Security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee from a recognised bank in an acceptable form safeguarding the purchasers interest in all respect. Performance Security shall be 5% 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 accurate period of completion has been specified.

(c) **Compensation for delay of work:** With max rate @ 1% (one percent) per month for delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% (ten percent) of the accepted Tendered Value of work or of the accepted Tendered Value.

(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 xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
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(Works)/ 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 SO1(Works)/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 SO-1 (Works)/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 Octarate 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(Works)/ Contract operating authority but shall nevertheless use constantly his best endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the SO1(Works)/ 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 SO-1 (Works)/ 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 SO-1 (Works)/ 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 xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
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(Works)/contract operating authority).

or

(b) In the opinion of the SO2/SO1(Works)/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(Works) /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.

13.1. 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 contractor's risk and cost.

14. 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.

15. 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.

16. 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.

17. 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.

18. **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.**

19. 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.

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

Signature of the tenderer & Stamp

Sd/- xx xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

AUTHORITY LETTER

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

Headquarters
26 Sector Assam Rifles
C/o 99 APO
Pin – 932426

Ref No. II.11014/NIT/SPR/Engr/2023-24/43

Dated: 19 Dec 2023

LUMP SUM / ITEM RATE CONTRACTS FOR THE WORKS REQUIRED IN THE WORK: Special repair of Black Top road at Key Location Plan for Assam Rifles Battalion at Moreh.

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> by **1230 hours** on _____ **2023**.

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 xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

SCHEDULE 'A' NOTES
LIST OF WORKS AND PRICES

Name of Work:- **Special repair of Black Top road at Key Location Plan for Assam Rifles Battalion at Moreh.**

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

(a)	PART- I	:	Special repair of Black Top road at Key Location Plan for Assam Rifles Battalion at Moreh.
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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 2012 Volume I and II and amendments thereafter.

3. Entire work under this contract shall be completed within the period of "09 Month " 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 be 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 tenderers 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 equipments 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 Headquarter DGAR for approval. Irrespective of whatever shown on drawings or specified elsewhere in the tender documents duly approved by Engineer- In-Charge.

12. Unit rates quoted shall be deemed to be inclusive of all taxes and levies of Govt. So applicable such as GST, EPF, ESIC & LWC on works contract, excise duty, toll tax, entry tax, income tax 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 xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
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 lumpsum 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. Lumpsum 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 Lt 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 xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
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.

condition, condition in CPWD specifications 2012 Volume I and II and amendments thereafter and the preambles to the items given in Delhi Schedule Rates 2012 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.

19. 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 xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

SCHEDULE 'A' PART-I

Unit/Fmn : HQ 26 sector Assam Rifles, Pallel C/O 99 APO

Name of work : **Special repair of Black Top road at Key Location Plan for Assam Rifles Battalion at Moreh.**

SCHEDULE 'A' / BOQ UPLOADED SEPERATELY

Signature of the tenderer & Stamp

Sd/- xx xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

Name of work:- Special repair of Black Top road at Key Location Plan for Assam Rifles Battalion at Moreh.

GENERAL SUMMARY

Serial No.	Description of Schedule "A" Part	Amount
1	<p><u>Schedule 'A' Part-I</u></p> <p>Special repair of Black Top road at Key Location Plan for Assam Rifles Battalion at Moreh.</p>	<p>Rs _____</p> <p>(Rupees _____</p> <p>_____ only)</p>

Rupees _____

Signature of the tenderer & Stamp

Sd/- xx xx xx
 (Raman Tyagi)
 Lt Col
 Staff Officer-I (Works)
 For Accepting Officer

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

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

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

1. This Schedule consists of NIL items only.
2. It will be the responsibility of the contractor to submit in writing his demand for materials **SEVEN DAYS in advance** of his requirement.
3. Material listed above shall be issued solely for the purpose of incorporation in the work.
4. Recovery will be made for the gross quantity issued and not for the measured quantity of finished work.
5. 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.
6. 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'.
7. 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.
8. 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.
9. 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 xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
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)**

Serial 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 xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

SCHEDULE 'D'**(TRANSPORT TO BE HIRED TO THE CONTRACTOR)****(See Conditions GCC of CPWD)**

Serial 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 xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

Name of Work: - Special repair of Black Top road at Key Location Plan for Assam Rifles Battalion at Moreh.

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 xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

LIST OF DRAWINGS

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

Serial No	Description of drawings	Drawing No	Sheet No	Date of	
				Drawing	Last revision
1	2	3	4	5	6
----- Nil -----					

Signature of the tenderer & Stamp

Sd/- xx xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

TENDER

TO

THE PRESIDENT OF INDIA

Having examined and perused the following documents: -

1. Particular specifications signed by SO1 (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 lumpsum 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 xx xx
 (Raman Tyagi)
 Lt Col
 Staff Officer-I (Works)
 For Accepting Officer

APPENDIX 'A' TO NOTICE OF TENDER1. **Condition No – 1**

- (a) Name of Work : Special repair of Black Top road at Key Location Plan for Assam Rifles Battalion at Moreh.
- (b) Estimated Cost : Rs. 42,21,994.00

2. **Condition No – 2**

- Period of Completion : 10 Months

3. **Condition No – 3**

- (a) Document download : As per critical dates of NIT start date
- (b) Earnest Money : Rs.85,000.00
- (c) Earnest money to be deposited in favour of : Mahanideshalaya Assam Rifles Directorate General Assam Rifles Shillong-793010
- (d) Office where drawing & other documents will be available for inspection : SO-1 (Works) Headquarters 26 Sector Assam Rifles C/o 99 APO PIN – 932426

4. **Condition No – 4**

- (a) Last date & time for uploading of online : As per critical dates of NIT

Signature of the tenderer & Stamp

Sd/- xx xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
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 (Works).

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 xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
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 xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
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 xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
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 01 to 40 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
Place : _____

Date : _____

(Authorised Signatory of Company)

Signature of the tenderer & Stamp

Sd/- xx xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING/REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS

A. 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 BENEFICIRY/PAYEE	
IFCS(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

1. Please attach a photocopy of cheque along with the verification obtained from the Bank
2. 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 xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

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 xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

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).

IFSC Code :

MICR Code :

Bank Seal

(Authorised Signatory of Bank)

Place : _____

Name : _____

Contact No. of Bank: _____

Designation : _____

Date : _____

Employee No : _____

Contact No. : _____

Signature of the tenderer & Stamp

Sd/- xx xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

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 xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

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 such cancellation. 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 xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

EARNEST MONEY DEPOSIT (EMD) IN FORM OF FDR/ BANK GUARANTEE/ TDR
(SCAN COPY WITH ONLINE BID/
ORIGINAL COPY TO BE DEPOSITED AS PER PARAGRAPH 12 & 13 OF PAGE 2 OF TENDER DOCU)

Signature of the tenderer & Stamp

Sd/- xx xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

Enlistment/Renewal letter of Assam Rifles approved contractor and enlisted contractors working with other central Government department/organization meeting eligibility criteria contractor in any Govt Department (to be uploaded)

Signature of the tenderer & Stamp

Sd/- xx xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

AMENDMENTS IN TENDER DOCUMENTS

1. Following changes incorporated as suggested vide Ministry of Finance OM No. F.9/4/2020-PPD dt 12 Nov 2020.

(a) **Performance certificate.** Performance Security should be 5% of the value of the contract

2. Please incorporate the upper tendering limit and bank solvency in the NIT as per para 3 of the SOP of enlistment of the contractors reproduced blow:-

S/No	Class	Upper tendering limit	Bank Solvency
(i)	S	Rs. 800 Lakhs	Rs. 240 Lakhs
(i)	A	Rs. 200 Lakhs	Rs 60 Lakhs
(ii)	B	Rs. 100 Lakhs	Rs. 30 Lakhs
(iii)	C	Rs. 50 Lakhs	Rs. 15 Lakhs
(iv)	D	Rs. 25 Lakhs	Rs. 7.50 Lakhs

3. Cost performance to be restricted 3 years instead of 5 years.

4. Validity of enlistment to be clearly specified in the NIT.

5. Details as per SOP for enlistment of contractor reproduced below:-

Class	Past experience of completed works in last 7 years	Financial soundness	Engineering establishment
'S'	Three works costing not less than Rs.320 lakhs each or Two works costing not less than Rs.400 lakhs each or One work costing not less than Rs.640 lakhs each or Average annual turnover for three consecutive years shall not be less than Rs. 240 lakhs	(a) Solvent upto Rs. 240 lakhs or Financially sound for engagement up to Rs.800 lakhs (b) Working capital not less than Rs.40 lakhs	(a) One graduate Engineer from a Government recognized institution with minimum experience of 5 years and (b) Two diploma Engineer from Government recognized institution with minimum experience of 05 years.
'A'	Three works costing not less than Rs.80 lakhs each or Two works costing not less than Rs.100 lakhs each or One work costing not less than Rs.160 lakhs each or Average annual turnover for three consecutive years shall not be less than Rs.60 lakhs	(a) Solvent upto Rs. 60 lakhs or Financially sound for engagement up to Rs.200 lakhs (b) Working capital not less than Rs.10 lakhs	(a) One graduate Engineer from a Government recognized institution with minimum experience of 5 years and (b) One diploma Engineer from Government recognized institution with minimum experience of 05 years.

'B'	Three works costing not less than Rs.40 lakhs each or Two works costing not less than Rs.50 lakhs each or One work costing not less than Rs.80 lakhs each or Average annual turnover for three consecutive years shall not be less than Rs.30 lakhs	(a) Solvent up to Rs.30 lakhs or Financially sound for engagement up to Rs.100 lakhs (b) Working capital not less than Rs.5 lakhs	One graduate Engineer from a government recognized institution with minimum experience of 5 years and One diploma Engineer from Government recognized institution with minimum experience of 05 years.
'C'	Three works costing not less than Rs. 20 lakhs each or Two works costing not less than Rs. 25 lakhs each or One work costing not less than Rs.40 lakhs or Average annual turnover for three consecutive years shall not be less than Rs.15 lakhs	(a) Solvent upto Rs.15 lakhs Or Financially sound for engagement up to Rs.50 lakhs (b) Working capital not less than Rs.2.5 lakhs	One graduate Engineer from a government recognized institution with minimum experience of 3 years Or One diploma Engineer from Government recognized institution with minimum experience of 5 years.
'D'	Three works costing not less than Rs. 10 lakhs each or Two work costing not less than Rs. 12.50 lakhs each or one work costing not less than Rs. 20 lakhs each or Average annual turn over for three consecutive years shall not be less than Rs.7.5 lakhs	(a) Solvent upto Rs.7.5 lakhs Or Financially sound for engagement up to Rs.25 lakhs (b) Working capital not less than Rs.1.25 lakhs	One graduate Engineer from a government recognized institution with minimum experience of 2 years Or One diploma Engineer from Government recognized institution with minimum experience of 3 years.

Signature of the tenderer & Stamp

Sd/- xx xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer

GSTIN REGISTRATION CERTIFICATE (TO BE UPLOADED)

Signature of the tenderer & Stamp

Sd/- xx xx xx
(Raman Tyagi)
Lt Col
Staff Officer-I (Works)
For Accepting Officer