

**OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI**

Tender No.177/GS/39-2019

Dated : 3 July 2019

**TENDER DOCUMENT
FOR WASHROOM ACCESSORIES**

**SR. ADMINISTRATIVE OFFICER (GS)
OFFICE OF THE COMPTROLLER AND
AUDITOR GENERAL OF INDIA
POCKET 9, DEEN DAYAL UPADHYAYA MARG,
NEW DELHI-110124.**

**OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI**

Tender No.177/GS/39-2019

Dated : 3 July 2019

TENDER DOCUMENT FOR

*Supply and fixing of washroom accessories at Pocket 9, Deen Dayal Upadhyaya Marg,
New Delhi,*

TENDER NO.177/GSS/39-2019 DATED 03.07.2019

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ANNEXURE-1

NOTICE INVITING TENDER

Office of the Comptroller and Auditor General of India, New Delhi invites e-bids (ONLINE TENDERS) from reputed firms for supplying and fixing of washroom accessories for its office at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi under Limited Tender Enquiry Method.

The description of items is given in the tender document. The tender document floated for the purpose can only be downloaded from CPP Portal (www.eprocure.gov.in) and bids can only be submitted in online mode through the same portal (www.eprocure.gov.in). Bids submitted other than CPP Portal will not be accepted. Important dates related to this tender are furnished below for information:

Sl. No.	Particulars	Date	Time
1	Date of online publication of tender	03.07.2019	1330 hours
2	Starting date of downloading tender document	03.07.2019	1330 hours
3	Starting date of submission of bid	03.07.2019	1330 hours
4	Closing date of submission of bid	18.07.2019	1100 hours
5	Closing date & time for submission of original EMD and affidavit	18.07.2019	Upto 1000 hours
6	Opening date of technical bid	19.07.2019	1100 hours

The Competent Authority reserves the rights to reject any or all the bids without assigning any reason and the decision of the competent authority of the office of the Comptroller and Auditor General of India, shall be final and binding.

(DINESH KUMAR)
SR. ADMINISTRATIVE OFFICER (GS)

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**ANNEXURE-2
BID SUBMISSION FORM**

*(to be printed on Bidder's letterhead, signed, stamped, scanned and submitted online through
CPP Portal)*

Date:

To

Sr. Administrative Officer (GS)
Office of the Comptroller and Auditor General of India
Pocket 9, Deen Dayal Upadhyaya Marg,
New Delhi-110124.

Ref: Invitation for Bid No. **TENDER No.177/GSS/39-2019 DATED 03.07.2019**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for supply and fixing of washroom accessories and as per the details given in the tender document for the Office of the Comptroller and Auditor General of India.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory
(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

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ANNEXURE-3

INSTRUCTIONS TO THE BIDDERS

**OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
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1. GENERAL

- 1.1 Office of the Comptroller and Auditor General of India, hereinafter referred to as the 'Client' invites e-bids (ONLINE TENDERS) from reputed firms under Limited tender enquiry method for supply and fixing of washroom accessories for its office at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi under Limited Tender Enquiry Method.
- 1.2 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.3 The Bidder should download the tender document and upload it again at the time of submission of the tender after verification and signing with his / their Digital Signature Certificate(DSC). The uploading of tender document online with digital signature is in token of the Bidder having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract.
- 1.4 The bidder shall attach the copy of the authorization letter / power of Attorney as proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.
- 1.6 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Office of the Comptroller and Auditor General of India, New Delhi.
- 1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Comptroller and Auditor General of India. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.8 The requirements of supply and fixing of washroom accessories as mentioned in the tender document is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a. **Legal Entity** : The Bidder shall necessarily be a legal entity. A proof for supporting the legal validity of the Bidder shall be submitted online through CPP Portal.
- b. The Bidder shall be registered with the Income Tax, GST. Relevant proof in support shall be submitted online through CPP Portal

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2.1 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at clause 2(a), the attested copy of certificates of incorporation issued by the respective Registrar of firms/companies, Proprietorship Deed, Partnership Deed shall only be acceptable.
- (ii) In proof of having fully adhered to minimum eligibility criteria at clause 2(c), valid attested copy of PAN, GST Registration Copy shall only be acceptable.

3. EARNEST MONEY DEPOSIT:

- 3.1 The bids shall be accompanied by an Earnest Money Deposit of **Rs.45,000/-** (Rupees Forty Five Thousand only) in the form of Bank Guarantee/Demand Draft of any nationalized bank. The validity of the Bank Guarantee/Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of **PAO, Office of the Comptroller and Auditor General of India payable at New Delhi.**
- 3.2 The Bidder should scan a copy of the earnest money deposit and upload it online through CPP Portal. The original copy of the earnest money deposit should be sent to Sr.Administrative Officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi on or before the time of closing of the uploading of the Bids. The original of the EMD can be sent by Speed Post or Registered Post. It can also be handed over in person. In the event of non receipt of the EMD before the closing of the uploading of the Bids, the bid shall not be opened.
- 3.3 The Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof thereof alongwith technical bid online through CPP Portal. Besides, they have also to enclose a hardcopy of same valid exemption certificate(s) and ensure that the same is submitted to the officer in charge as detailed in clause 3.2.
- 3.4 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.5 The Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.6 The bids without Earnest Money shall be summarily rejected.
- 3.7 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.8 **The bid security (earnest money deposit) shall be forfeited:**
 - (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - (a) Fails to execute the order in accordance with the terms of the tender document
 - (b) Fails to furnish required performance security in accordance with the terms of

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tender document within the time frame specified by the Client.

(c) Fails or refuses to honor his own quoted prices for the services or part thereof.

(d) In such case, the bidder is also liable to be debarred from future tendering.

3.9 No interest shall be paid on the earnest money deposit.

4. VALIDITY OF BIDS

4.1 The Bids shall remain valid and open for acceptance for a period of **90 days** from the last date of submission of Bids.

4.2 The Client may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

5. PREPARATION AND SUBMISSION OF E-TENDER IN CPP PORTAL

5.1 The tender document, along with terms and conditions, has been uploaded on www.eprocure.gov.in (CPP Portal). The bidders can log on to the website and see the tender document. The Bidders shall be required to submit Technical and Financial Bids through CPP Portal electronically using valid Digital Signature Certificates. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.

5.2 The bidders who are desirous of participating in e-procurement shall submit their Technical bids, financial bids in the standard formats prescribed in the Technical documents, displayed on www.eprocure.gov.in.

5.3 The bidders should upload the scanned copies of all relevant certificates, documents etc. including earnest money deposit / exemption certificate as per the requirements contained in Clause 6 of Annexure 3 of the Tender document on www.eprocure.gov.in in support of their Technical bids. The bidder should sign on all statements, documents etc. uploaded by him, owning responsibility for their correctness/authenticity.

5.4 The Bidders are also required to submit earnest money deposit and two affidavits in original as mentioned in Clause 6 of Annexure 3 of the tender document in a sealed envelope superscribed "Tender for providing and fixing of washroom accessories" in drop box at Reception, Office of the CAG of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi – 110124 or send by post at the above highlighted address on or before the dates specified in the tender document.

5.5 The Bidder should upload the financial bids as per the instructions contained in Clause 6 of Annexure 3 of the tender document on CPP Portal at www.eprocure.gov.in.

5.6 The bids shall be summarily rejected, if the tender is submitted other than through online (CPP Portal) or original Earnest money Deposit / exemption letter and other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in Clause 9 of Annexure 3 of tender document.

5.7 The important dates are mentioned in clause 9 of Annexure 3 of the tender document.

6. TECHNICAL BID

The Bidder shall be required to follow the procedure as specified above and submit its bid (Technical and Financial) online through CPP Portal. The following documents shall be required to be submitted by the Bidder in support of their Bid:-

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- a. **Annexure-2** : The Bidder shall be required to print "Bid Submission Form' as per Annexure-2 on Company's letterhead, sign, scan and upload it online with the Bid in CPP Portal.
- b. **Annexure-9**: The Bidder shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-9 to the effect of acceptance of the terms and conditions of the tender document. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in CPP Portal and hard copy of the same is sent alongwith EMD and other documents as per the timelines defined in the tender document.
- c. **Annexure 10** : The Bidder shall be required to submit a notarized affidavit on non judicial stamp paper of Rs.10/- as per Annexure-10 to the effect that none of the relatives of the Bidder are employees of Client and that the bidder has not been convicted of an offence under the Prevention of Corruption Act, 1988 and the bidder has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. The Bidder shall ensure that copy of the Affidavit is scanned and uploaded in CPP Portal and hard copy of the same is sent alongwith EMD and other documents as per the timelines defined in the tender document.
- d. **Annexure 8 : Technical Bid Form**: The Bidder shall be required to sign, scan and upload the Technical Bid Form as per Annexure 8 in CPP Portal.
- e. **Tender Document** : The Bidder shall be required to download the tender document and again upload it again while submission of tender with the DSC in support of their acceptance of the terms and conditions of the tender document.
- f. **Earnest Money Deposit** : A scanned copy of earnest money deposit or exemption certificate should be uploaded through CPP Portal as per clause 3 of the tender document. The Bidder shall ensure that original of the earnest money deposit / exemption certificate is also submitted in the office as per the instructions of Clause 3.
- f. **Documents in support of Minimum Eligibility Criteria** : The Bidder shall be required to upload each of the document online through CPP Portal as mentioned in Clause 2.1 of Annexure-3 of the Tender Document.

7. FINANCIAL BID:

- 7.1 The Bidder shall be required to quote their prices in a single consolidated statement "Bill of Quantity (BoQ) template which is available in the tender document. The e-Procurement Portal will accept the BoQ template only and hence the rate should not be quoted in any other place except BoQ template provided in the CPP Portal.
- 7.2 The Bidder should quote rates for each and every items in terms of per piece and only in Indian Rupees (in figures as well as words in English). In case of difference of rate in figures and words, rate written in words shall only be considered. If rate is not quoted for all the items, the bid will not be valid and hence the same will be rejected. The consolidated price of all the items will be taken into consideration while awarding of contract to the successful bidder.
- 7.3 The rates quoted shall be firm and final. The price should be inclusive of all i.e., cost of article, inspection of item, transportation, delivery, installation etc. and all other

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applicable taxes and duties except GST, if any. Rate of GST, may be mentioned separately as it will be reimbursed to the firm at the prevailing rate.

- 7.4 At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

8. CRITICAL DATES

Sl. No.	Particulars	Date	Time
1	Date of online publication of tender	03.07.2019	1330 hours
2	Starting date of downloading tender document	03.07.2019	1330 hours
3	Starting date of submission of bid	03.07.2019	1330 hours
4	Closing date of submission of bid	18.07.2019	1100 hours
5	Closing date & time for submission of original EMD, affidavit and other documents	18.07.2019	Upto 1000 hours
6	Opening date of technical bid	19.07.2019	1100 hours

9. TECHNICAL BID OPENING PROCEDURE

- 9.1 The technical bids shall be opened online by a committee of the officers constituted by the competent authority for the purpose at the time and date as specified in the tender document.
- 9.2 A letter of authorization shall be submitted by the Bidder's representative, in case they wish to be present for opening of the bids before opening of the Bids.
- 9.3 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 9.4 After opening of the Technical Bids and verifying the EMD amount, statements, documents, certificates, proof of EMD etc. uploaded by the bidders will be verified and downloaded for technical evaluation. The technical bids shall be evaluated later to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document.
- 9.5 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.

10. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 10.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing in conventional manner.

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- 10.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 10.3 The Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

11. TECHNICAL BID EVALUATION

- 11.1 The Client shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.
- 11.2 The technical bid evaluation shall be done based on the following criteria:
- (i) That the Bidder has signed, scanned and uploaded copy of the 'Bid Submission Form' as per Annexure-2 in the prescribed format in CPP Portal.
 - (ii) That the Bidder has signed, scanned and uploaded the Technical Bid Form as per Annexure 8 in the prescribed format in CPP Portal.
 - (iii) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 9 in the prescribed format in CPP Portal
 - (iv) That the Bidder has scanned and uploaded a copy of notarized Affidavit as per Annexure 10 in the prescribed format in CPP Portal.
 - (v) That the Bidder has uploaded the tender document with DSC in CPP Portal in support of their acceptance of the terms and conditions of the tender document.
 - (vi) That copy of Earnest Money Deposit is scanned and uploaded in CPP Portal. The original of the EMD should be submitted by the Bidder as per the timelines specified in the tender document.
 - (vii) That the Bidder has uploaded copies of all documents required in support of minimum eligibility criteria as per clause 2.1 of Annexure-3.
- 11.3 The original of Earnest Money Deposit, Annexure-9 and Annexure-10 should be delivered by the Bidder in an enveloped superscribed "Tender for providing and fixing of washroom accessories" in drop box at Reception, Office of the CAG of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi – 110124 or sent by post at the above highlighted address on or before the dates specified in the tender document.
- 11.4 The bids shall be summarily rejected, if the tender is submitted other than through online (CPP Portal) or original Earnest money Deposit / exemption letter and other documents viz. affidavits are not submitted by the Bidders within stipulated date / time as mentioned in Clause 9 of Annexure 3 of tender document.
- 11.5 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum requirements as per the tender documents, shall be rejected.
- 11.6 The bidder who qualifies in the technical evaluation stage shall only be called for opening of financial bids. The Client shall intimate the bidders, the time/ venue for the Financial Bid opening in written communication.

12. FINANCIAL BID OPENING PROCEDURE

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- 12.1 The Financial Bids of all the technically qualified Bidders, whose bids are accepted in conformity with the required specifications shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 12.2 All the qualified bidders/their authorized representatives whose choose to be present at the time of opening of the Financial Bids shall be required to produce authority letter.
- 12.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 12.4 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that it is successful in the bidding process.

13. DETERMINATION OF THE SUCCESSFUL BIDDER

- 13.1 The Bidder meeting the minimum eligibility criteria with the lowest bid price, subject to arithmetical correction, shall be deemed as the successful Bidder. The consolidated price of all the items will be taken into consideration for determination of the successful bidder.
- 13.2 In the event of more than one bidder with the lowest price bids (say equal), the bidder with the highest 'cumulative annual turn over in the last 3 financial years would be deemed as 'Successful Bidder' with respect to the submission of proof of documents as submitted by the bidder.

14. RIGHT OF ACCEPTANCE:

- 14.1 The Client reserves all rights to reject any bids including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Office of the Comptroller and Auditor General of India in this regard shall be final and binding.
- 14.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 14.3 The competent authority of the office of the Comptroller and Auditor General of India reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this shall be binding on the bidders.
- 14.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of the Comptroller and Auditor General of India reserves the right to award the contract to the next higher bidder or any other outside agency.
- 14.5 The Client shall terminate the Contract if it is found that the Contractor was black listed

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on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc. In such a case, the Contractor shall also liable to be blacklisted by the Client.

15. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 15.1 The Earnest Money Deposit of the unsuccessful bidders in the *technical Bid evaluation stage* shall be returned within 7 days after opening of the eligible financial Bids.
- 15.2 The Earnest money Deposit of the unsuccessful bidders in the *financial bid evaluation stage* shall be returned within 7 days, on award of contract to the Successful bidder.
- 15.3 The Earnest money deposit of all the bidders shall be returned in case of cancellation of Tender after the opening of Bids and prior to the opening of financial bids.
- 15.4 No interest shall be paid on Earnest Money Deposit.

17. CURRENCIES OF BID AND PAYMENTS

- 17.1 The Bidder shall submit its price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

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ANNEXURE-4

GENERAL CONDITIONS OF CONTRACT (GCC)

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1. DEFINITIONS

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

Agreement	The word “Agreement” and “Contract” has been used interchangeably.
Party	The word party means the Successful Bidder and the Client “Office of the Comptroller and Auditor General of India”.
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder
Termination Date	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work order has been awarded.

2 CONFIDENTIALITY

2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client’s business or security arrangements and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client’s information.

3. NOTIFICATION OF AWARD BY ISSUANCE OF ‘LETTER OF ACCEPTANCE’

3.1 After determining the successful bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.

3.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

4. PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

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- 4.1 The successful bidder within five days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank, a sum equivalent to 10% of the accepted contract value in favour of Pay and Accounts Officer, Office of the Comptroller and Auditor General of India, New Delhi, payable at New Delhi.
- 4.2 The Bank Guarantee shall be forfeited by order of the competent authority of the Office of the Comptroller and Auditor General of India in the event of any breach or negligence or non-observance of any term/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. The Contractor is also liable to be blacklisted by the Client in such cases. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Comptroller and Auditor General of India sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the contractor is called upon by the competent authority of the office of the Comptroller and Auditor General of India to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the Comptroller and Auditor General of India shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the Client, which may have been issued to the contractor

5. INSOLVENCY

- 5.1 The competent authority of the office of the Comptroller and Auditor General of India may at any time by notice in writing summarily terminate the contract without compensation to the contractor on occurrence in any of the following events viz:-

If the contractor is at any time adjudged insolvent or shall have a receiving order or orders for administration of its estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a Receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically provided for: Provided always that such determination shall not prejudice any

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right of action or remedy which shall have accrued or shall accrue thereafter to the Client and provided also that the contractor shall be liable to pay the Client for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchase.

6. GENERAL TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

- 6.1 The Contractor shall provide and fix the washroom accessories as per the specifications given in Annexure 5 within two weeks from the date of award of Letter of Acceptance. Any item not conforming to the prescribed specifications will be summarily rejected. The decision of the department to adopt the salient specifications shall be final.
- 6.2 Technical specifications of washroom accessories should be standardized as mentioned at Annexure-‘I’.
- 6.3 The providing and fixing of washroom accessories as mentioned in the tender document is one time. The quantity mentioned in the tender is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.
- 6.4 The work is to be done at our office building at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi. No transportation cost, installation cost shall be payable by the Client.
- 6.5 In case the Contractor is found in breach of any condition of the contract agreement at any stage of the tender, Earnest Money/Performance Security shall be forfeited and the Contractor is liable to be blacklisted after giving proper opportunity through show cause notice.
- 6.6 The competent authority of the Client reserves the right to accept or reject any or all the tenders in part or in full, without assigning any reason thereof.
- 6.7 The Client reserves the right to relax/amend/withdraw any of the terms and conditions contained in the tender document without assigning any reason thereof. Any inquiry after submission of the bids will not be entertained.
- 6.8 Conditional tenders shall not be considered.
- 6.9 The Contractor shall ensure that the work is executed in best workmanship and the washroom accessories provided to Client is in conformity with the specifications as per the tender document.
- 6.10 The Contractor shall abide by all laws, as applicable from time to time and ensure that all such Laws are complied by the Contractor in provision of the terms of the Contract.
- 6.11 The Contractor shall at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer’s Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.

7. WARRANTY OF QUALITY AND QUANTITY

- 7.1 The Bidders must quote for 2 years’ comprehensive warranty from the date of completion of the satisfactory installation. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected.
- 7.2 The Contractor, by way of signing the tender document, gives an undertaking that their products carry comprehensive warranty of two years’ which are in conformity with the

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specifications and are conforming to the specifications and there are no defects in the process of manufacturing & installation.

8. CONTRACTOR'S LIABILITY

- 8.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor.
- 8.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
- 8.2.1 caused by, resulting from or in connection with any Biological or Chemical Contamination or any Nuclear Risks;
- 8.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of the Contract to the Client.
- 8.3 The Contractor shall not Sub-Contract, transfer or assign the contract or any other part thereof without prior written permission of the Client. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

9. PAYMENTS

- 9.1 The Contractor shall present the invoice after successful providing and fixing of washroom accessories to Client. The Client shall make all endeavour to make payments within 15 days from the receipt of invoice.
- 9.2 The Contractor shall produce warranty Certificate alongwith Invoice as per Clause 8 of Annexure 4 of the tender document.
- 9.2 The Contract cost shall final and binding. No price escalation shall be entertained by the Client on any account whatsoever.
- 9.3 All payments shall be made in Indian Currency by means of an Account Payee Cheque/NEFT.
- 9.4 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 9.5 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

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10. LIQUIDATED DAMAGES

10.1 The date of delivery and quality of washroom accessories stipulated in the acceptance of tenders should be deemed to be essence of the contract and delivery must be completed not later than two weeks from the date of award of work/supply order. In the event of delayed delivery after expiry of the contracted delivery period, the Client shall levy a penalty @ 05% per week, on the total value of the late delivered quantity for the period by which it exceeds the stipulated time period, from the date of issue of the formal work/supply order, subject to a maximum of 15%. In the event of delay of more than 2 weeks, the Client will have the right of revoking purchase order and forfeiting the Security Deposit.

11. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

11. “Force Majeure” shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 11.1 the date of commencement of the event of Force Majeure;
- 11.2 the nature and extent of the event of Force Majeure;
- 11.3 the estimated Force Majeure Period,
- 11.4 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 11.5 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 11.6 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

12. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

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- 12.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.
- 12.2 **Jurisdiction of Court :** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

13. TERMINATION

- 13.1 This Contract may be terminated by the Client in case the Contractor is found in material breach of its obligations under this Contract Agreement. In the event of breach of the terms and conditions of the contract, the contract shall be terminated and nothing shall be payable by the Client. The Client shall also blacklist the Contractor and forfeit the performance security for its breach of terms and conditions of the Contract.

14. DISCLAIMER

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their spouse.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

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ANNEXURE-5

SCHEDULE OF WORKS/ REQUIREMENTS

In this Schedule of Requirements, the details of washroom accessories has been given alongwith the required specifications.

01.	<p>Providing and installing (A) Floor tiles in 2'x 2' size, Kajaria make, vitrified with 1:4 ratio coarse sand and cement mortar. Joints to be duly sealed with tile base colour matching pigment added in neat white cement.</p> <p>(B) Wall tiles fixing in two sizes viz 4'x 4' and 39"x 78". Location of two kinds of sizes will be as per 3D image provided. Fixing to be done with 1:4 ratio fine sand and cement mortar with joints duly grouted with neat cement & matching pigment of tile base colour.</p> <p>(i) 4'x 4' light shade tile. (ii) 39"x 78" size highlighter tile.</p> <p>(C) Plumbing Goods</p> <p>(i) ¾" CPVC pipe. (ii) ¾" CPVC elbow plain. (iii) ¾" CPVC elbow FTA. (iv) ¾" CPVC Tee plain. (v) ¾" CPVC Tee FTA. (vi) ¾" CPVC Socket plain. (vii) ¾" CPVC Socket FTA. (viii) PVC plug. (ix) Concealed stop cock. (x) Pipe holding clamps. (xi) 3" dia. CI pipe. (xii) 3" dia. CI elbow. (xiii) 3" dia. CI Naini Trap. (xiv) 3" dia. CI Tee. (xv) 4" dia. CI pipe. (xvi) 4" dia. CI elbow. (xvii) 4" dia. CI Naini Trap.</p>	<p>400' Sft.</p> <p>875' Sft. 390' Sft.</p> <p>220' Rft. 35 Pc. 20 Pc. 15 Pc. 06 Pc. 12 Pc. 22 Pc. 50 Pc. 67 Pc. 75 Pc. 70' Rft. 06 Pc. 04 Pc. 03 Pc. 80' Rft. 06 Pc. 02 Pc.</p>
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(xviii) 4" dia. CI Tee.	04 Pc.
(xix) Jaquar make Angle valves (C.P. finish)	18 Pc.
(xx) Jaquar make Centre Hall Mixer.	05 Pc.
(xxi) Jaquar make Bottle traps.	05 Pc.
(xxii) Jaquar make Waste couplings 1¼".	05 Pc.
(xxiii) Bib cock.	05 Pc.
(xxiv) Jaquar make Health faucet.	05 Pc.
(xxv) Jaquar make Jet spray.	05 Pc.
(xxvi) Jaquar make Cistern plates.	05 Pc.
(D) Chinaware	
(i) Wall hung EWC, Jaquar make, white.	05 Nos.
(ii) Concealed cistern for EWC, Jaquar make.	05 Nos.
(iii) White colour solid PVC, WC seat covers.	05 Nos.
(iv) Wash basin, White colour, Jaquar make (24"x 18"x 6"ht. size)	05 Nos.
(E) W.C. cubicles made from 25mm thick BWP grade pre-laminated particle board. Edges sealed with matching colour 2mm thick PVC tape pasted with adhesive. Panels hung in place using chrome plated patch fittings, hinges, pedestals, locks etc. Cubicle size 4'-9"x 3'-6" inside, and are 4 in nos.	04 Set
(F) Artificial Ceiling	360' Sft.
(i) Base frame made from GI plated metal sections. 8mm thick calcium silicate board fixed at base with formation of cove lights as per selected drgs.	
(ii) Joints duly sealed with tape and joint sealing compound. Sanding after drying up of sealing compound.	
(iii) Cove area edges to be cladded with teak veneer in L-shape and painted in light shade.	
(G) Wash basin platform of stone	
(i) Brachia Light shade natural granite stone (Polished) to be used for making platform.	
(ii) Ordinary marble / granite unpolished stone to be used as support for main platform stone.	
(iii) 2½" to 3" edge covering with main stone to be provided & polished.	
(iv) 5'-6" x 24" size.	
(v) 4'-9" x 24" size.	01 No.
(vi) 3'-0 x 24" size.	01 No.
	01 No.

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	<p>(iv) Door and its frame duly finished with melamyne polish after proper base preparations.</p> <p>(v) Stainless steel hardware fittings like mortice lock, tower bolt, foot stopper & door silencer (one each) to be fitted as per ISI grade.</p> <p>(vi) Long opaque glass panel, with frosted glass, to be made along mortice lock length approx. 66" long.</p>	
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	(vii) ¾" CPVC Socket FTA.	22 Pc.		
	(viii) PVC plug.	50 Pc.		
	(ix) Concealed stop cock.	67 Pc.		
	(x) Pipe holding clamps.	75 Pc.		
	(xi) 3" dia. CI pipe.	70' Rft.		
	(xii) 3" dia. CI elbow.	06 Pc.		
	(xiii) 3" dia. CI Naini Trap.	04 Pc.		
	(xiv) 3" dia. CI Tee.	03 Pc.		
	(xv) 4" dia. CI pipe.	80' Rft.		
	(xvi) 4" dia. CI elbow.	06 Pc.		
	(xvii) 4" dia. CI Naini Trap.	02 Pc.		
	(xviii) 4" dia. CI Tee.	04 Pc.		
	(xix) Jaquar make Angle valves (C.P. finish)	18 Pc.		
	(xx) Jaquar make Centre Hall Mixer.	05 Pc.		
	(xxi) Jaquar make Bottle traps.	05 Pc.		
	(xxii) Jaquar make Waste couplings 1¼".	05 Pc.		
	(xxiii) Bib cock.	05 Pc.		
	(xxiv) Jaquar make Health faucet.	05 Pc.		
	(xxv) Jaquar make Jet spray.	05 Pc.		
		05 Pc.		

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	(xxvi) Jaquar make Cistern plates.			
	(D) Chinaware	05 Nos.		
	(i) Wall hung EWC, Jaquar make, white.	05 Nos.		
	(ii) Concealed cistern for EWC, Jaquar make.	05 Nos.		
	(iii) White colour solid PVC, WC seat covers.	05 Nos.		
	(iv) Wash basin, White colour, Jaquar make (24"x 18"x 6"ht. size)	04 Set		
	(E) W.C. cubicles made from 25mm thick BWP grade pre-laminated particle board. Edges sealed with matching colour 2mm thick PVC tape pasted with adhesive. Panels hung in place using chrome plated patch fittings, hinges, pedestals, locks etc. Cubicle size 4'-9"x 3'-6" inside, and are 4 in nos.	360' Sft.		
	(F) Artificial Ceiling			
	(i) Base frame made from GI plated metal sections. 8mm thick calcium silicate board fixed at base with formation of cove lights as per selected drgs.			
	(ii) Joints duly sealed with tape and joint sealing compound. Sanding after drying up of sealing compound.			
	(iii) Cove area edges to be clad with teak veneer in L-shape and painted in light shade.			
	(G) Wash basin platform of stone			
	(i) Brachia Light shade natural granite stone (Polished) to be used for making platform.			
	(ii) Ordinary marble / granite unpolished stone to be used as support for main platform stone.			
	(iii) 2½" to 3" edge covering with main stone to be provided & polished.	01 No. 01 No.		

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	(iv) 5'-6" x 24" size.	01 No.		
	(v) 4'-9" x 24" size.			
	(vi) 3'-0 x 24" size.	05 Nos.		
	(H) Mirror			
	(i) 6mm thick branded float glass mirror with all beveled edges to be fitted.			
	(ii) Mirror to be pasted on Boiling water proof 18mm thick plywood and not with any kind of visual fixture like screw etc.			
	(iii) Assembly of both mirror & its base board should be fitted on wall in such a manner that top surface of mirror should be flush level with surface of tile.			
	(iv) Size of mirror to be 30"x 30" and should be individual for all wash basins.	300' Rft.		
	(I) Electrical Wiring	36 Pc.		
	(i) 25mm dia. M.S. Conduit pipes.	20 Pc.		
	(ii) 25mm dia. M.S. Bend.	04 Nos.		
	(iii) 25mm dia. M.S. Junction box.	08 Nos.		
	(iv) Metal galvanized plated boxes 8x6.	08 Nos.		
	(v) Metal galvanized plated boxes 3x3.	01 No.		
	(vi) Metal galvanized plated boxes 4x3.	1080 Rmtr.		
	(vii) Metal galvanized plated boxes 8x8.	360 Rmtr.		
	(viii) 1.5mm ² M.S. copper wire, ISI grade.	40 Rmtr.		
	(ix) 4mm ² M.S. copper wire, ISI grade.	04 Nos.		
	(x) 10mm ² copper wire for earth.	08 Nos.		
	(xi) Switch plate for above boxes =	08 Nos.		
	8x6	01 No.		
	3x3			
	4x3	84 Modules		
	8x8	04 Nos.		
	(xii) Switch gear for above boxes.	24 Nos.		
	(xiii) Exhaust fans 12" dia., ISI grade.			
	(xiv) Philips 12W LED, downlighter Aura series.	16 Nos.		
	(xv) Philips 16W LED, downlighter Aura series.	12 Nos.		
	(xvi) LED Philips strip lights with drivers.			

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	<p>(J) Wooden Main Doors (7'x 3'x 35mm thick) (i) Main frame made from solid rubber wood as per approved design with average thickness of 35mm. (ii) Panels made out of 12mm thick matching both side veneered plywood. (iii) Door hung on its frame using 5" stainless steel made Piono type hinges & 35mm x 8no. wood screws. (iv) Door and its frame duly finished with melamyne polish after proper base preparations. (v) Stainless steel hardware fittings like mortice lock, tower bolt, foot stopper & door silencer (one each) to be fitted as per ISI grade. (vi) Long opaque glass panel, with frosted glass, to be made along mortice lock length approx. 66" long.</p>	04 Nos.		
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1. The prices should be quoted only in the BoQ template provided in CPP Portal.
2. The prices should be inclusive of GST/Taxes
3. The prices also includes comprehensive warranty

Dated Signature of Bidder with Stamp.....

Name of the Bidder.....

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**ANNEXURE-7
BID SECURITY FORM
(To be used for EMD in case submitted by Bank Guarantee)**

No..... Date.....
To
**Director (Personnel),.....(hereinafter called “The Owner”)
Office of the Comptroller and Auditor General of India
Pocket 9, Deen Dayal Upadhyaya Marg,
New Delhi**

Whereas M/s.....(Hereinafter called “the bidder”) has submitted its bid dated.....for providing AND FIXING WASHROOM ACCESSORIES under Tender No...../GS/..... dated KNOW ALL MEN by these presents that WEof having our registered office at

(Hereinafter called ‘the Bank’) are bound unto The Owner in the sum of Rs 45,000/- (Rupees Forty Five thousand only) for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
 - (a) fails or refuses to execute the Contract, if required;
OR
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.
OR
 - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified inof the Bid document up to 90 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness
Address of witness

Signature of the Bank Authority
Name
Signed in capacity of
Full address of Branch
Tel No. of Branch

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Fax No. of Branch

**ANNEXURE-8
TECHNICAL BID FORM**

1. Name of the firm.....
2. Name of the authorised person submitting the Bid “Shri/Smt.....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....
.....
5. Address of the firm
.....
.....
6. Tel no. with STD code (O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID.....
10. Website Address.....
11. Registration & incorporation particulars of the firm:
 - i) Private Limited
 - ii) Public Limited
 - iii) Any other – Please specify.....
12. Name of Director(s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
15. Bidder's bank, its address and current account number
.....
.....
16. Permanent Income Tax number, Income Tax circle
17. GST No.
18. Particulars of EMD
 - i) Demand Draft / Bank Guarantee No.....

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- ii) Date.....
- iii) Name of Bank.....
- iv) Address of Bank.....
- v) Validity of BG/DD.....

Details of Uploaded Documents

1.	Earnest Money Deposit	Yes/No
2.	Copy of PAN	Yes/No
3.	Copy of GST	Yes/No
4.	Annexure-2	Yes/No
5.	Annexure-8	Yes/No
6.	Annexure-9	Yes/No
7.	Annexure-10	Yes/No

Dated Signature of Bidder with Stamp.....

Name of the Bidder.....

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ANNEXURE-9

UNDERTAKING

(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-).

A copy of Affidavit same should be scanned and uploaded in the CPP Portal and hard copy should be delivered alongwith other documents as per the timelines of the tender document.

1. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the tender document No.....dated.....and undertake to comply with them unconditionally.
2. That the rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. That I/We give the rights to the competent authority of the office of the Comptroller and Auditor General of India to forfeit the Earnest Money/Security money deposit submitted by me/us in case of breach of conditions of Contract and take action for blacklisting my/our agency.
4. That I/We also give rights to the competent authority of the office of the Comptroller and Auditor General of India to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fail to accept the work order and/or execute the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract.
5. That I/We also give rights to the competent authority of the office of the Comptroller and Auditor General of India to forfeit the Earnest Money Deposit and initiate action against our agency for blacklisting in case our agency fail to submit the performance bank guarantee in accordance with the terms and conditions of the tender document / contract agreement / Letter of Acceptance.
6. That I/We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
7. That I hereby undertake to provide the items as per the directions given in the tender document/contract agreement.

Place:

Date:

Dated Signature of Bidder alongwith Stamp.....

Name of the Bidder.....

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ANNEXURE-10

**(Notarized Affidavit to be executed on non judicial stamp paper of Rs.10/-).
A copy of Affidavit same should be scanned and uploaded in the CPP Portal and hard
copy should be delivered alongwith other documents as per the timelines of the
tender document.**

- (i) That I, the undersigned or my firm has not been convicted by a Court of an offence under the Prevention of Corruption Act, 1988.
- (ii) That my firm has not been convicted by a Court under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iii) That I hereby certify that none of my relative(s) as defined in the tender document is/are employed in CAG'S OFFICE as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, CAG'S office shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

Place:

Date:

Dated Signature of Bidder alongwith Stamp.....

Name of the Bidder.....

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**ANNEXURE-11
PERFORMANCE BANK GUARANTEE**

(To be executed on non Judicial stamped paper of an appropriate value)

Date :

Bank Guarantee No :

Amount of Guarantee :

Guarantee Period : From to.....

Guarantee Expiry Date :

Last date of Lodgement :

WHEREAS Office of the Comptroller and Auditor General of India having its office at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124 (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] (“**Contract**”) with [*insert name of the Successful Bidder*](hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for PROVIDING AND FIXING OF WASHROOM ACCESSORIES shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Warranty Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur,

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reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding *[figure of Guaranteed Amount to be inserted here]*.....
.....only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.

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- (ix) Unless a Demand under this bank guarantee is filed within the stipulated period from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

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ANNEXURE-12

(Letter of Authorisation for attending Bid Opening)
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on or before time of bid opening (Technical and Financial))

To

The Sr. Administrative Officer (GS)
Office of the Comptroller and Auditor General of India
Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi

Subject: Authorization for attending bid opening on _____ (date) in
the Tender No. _____ .

Following persons are hereby authorized to attend the bid opening for the tender
mentioned above on behalf of _____ (Bidder)
in order of preference given below.

Order of Preference	Name	Specimen Signatures
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I.

II.

Alternate Representative

Signatures of Bidder

Or

Officer authorized to sign the bid

Documents on behalf of the Bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received