निविदा स्चना

संख्या :59 /10/CAG/CAN/OFF CROC./06-07 खंड-I - "विभागीय भोजनालय के नवीनीकरण हेतु" ।

1.	निविदा आमंत्रण अधिकारी, कार्यालय,	निदेशक (कार्मिक), भारत के नियंत्रक महालेखापरीक्षक
	पदनाम एवं पता	का कार्यालय, 9, दीन दयाल उपाध्याय मार्ग, न्यू दिल्ली
		वैबसाइट: www.cag.gov.in
2.	निष्पादन का स्थान	10, बहादुर शाह जफर मार्ग, न्यू दिल्ली-110002
3.	निविदा का प्रस्त्तीकरण	दिनांक 14.02.2019 से 20.02.2019
		वैबसाइट http://eprocure.gov.in/eprocure/app
4.	अ) बयाना/निविदा की स्रक्षा रकम	रुपये 35,000/-
	(EMD)	निश्लक
	ब) निविदा शुल्क	

प्रस्ताव अनुसूचिः

प्रकाशन (http://eprocure.gov.in/eprocure/app)	12.02.2019
निविदा दस्तावेज़ डाउनलोड आरम्भ तारीख	13.02.2019
स्पष्टीकरण आरम्भ तारीख	14.02.2019
स्पष्टीकरण समाप्ति तारीख	15.02.2019
स्पष्टीकरण प्रस्तुत करने की तारीख	16.02.2019
निविदा अपलोड हेतु आरम्भिक तारीख	18.02.2019
निविदा अपलोड हेतु अंतिम तारीख	25.02.2019
तकनीकी निविदा खुलने की तारीख	27.02.2019

उपरोक्त निविदा संख्या:59 /10/CAG/CAN/OFF CROC./06-07 खंड-I — "विभागीय भोजनालय के नवीनीकरण हेतु" ऑनलाइन माध्यम से संलग्न नियम, शर्तों, दिशानिर्देशों के अनुसार निविदाएं आमंत्रित की जाती है। निविदाएं, EMD के अतिरिक्त, भौतिक रूप में स्वीकार नहीं की जाएंगी।

इच्छुक निविदाकार, "केंद्रीय सार्वजनिक खरीद पोर्टल (CPPP)" की वैबसाइट http://eprocure.gov.in/eprocure/app से निविदा दस्तावेज़ डाउनलोड कर सकते हैं। निविदा दस्तावेज़ इस कार्यालय की वैबसाइट https://cag.gov.in/tenders से भी प्राप्त किए जा सकते हैं। ऑनलाइन निविदाएं, भौतिक रूप में जमा की गई EMD के सबूत की प्रति के साथ अपलोड की जाएंगी। निविदाकार द्वारा भौतिक रूप में जमा की गई EMD के सबूत की प्रति के बिना अपलोड की गई तकनीकी निविदा अपूर्ण मानी जाएंगी और खारिज कर दी जाएंगी।

(परवेज़ हसन)

वरिष्ठ प्रशासन अधिकारी (कल्याण)

Tender Enquiry No.: /10/CAG/CAN/OFF CROC./06-07 Vol-I: "Renovation of Departmental Canteen"

Online Tender Notice

for

"Renovation of Departmental Canteen of Office of Comptroller and Auditor General of India", at 10, Bahadur Shah Zafar Marg, New Delhi-110002

Section-I - Invitation of Bids

1. Proposal for Tender Enquiry:

- a) This office invites online tenders for renovation of Departmental Canteen at 10, BSZ Marg, New Delhi including civil, electrical and furniture works as per requirement of this office.
- b) Bids submitted in physical mode will not be accepted, except EMD, which may be submitted physically in form of original Demand Draft/Banker's Cheque in favour of PAO, CAG, New Delhi. Proof/receipt of submission of EMD should be scanned and uploaded online alongwith bid offer.
- c) Intending eligible bidders may download the Tender documents/details from the "Central Public Procurement Portal (CPPP)" website https://eprocure.gov.in/eprocure/app. Tender document are also made available in this office website http://cag.gov.in for information.
- d) The bidders, who claim the exemption for tender fee/EMD should scan and upload necessary proof online alongwith bid offer and also submit a hard copy of the same in physical mode.
- e) Bids shall be submitted online only at CPP Portal https://eprocure.gov.in/eprocure/app. Manual bids shall not be accepted.
- f) Bidders shall not temper/modify the tender form in any manner and provide all requisite information in prescribed formats.
- g) Bidders are advised to follow the instructions provided in the 'Instructions to the bidders at https://eprocure.gov.in/eprocure/app.

2. Schedule of the proposal:

Sl. No.	Particulars	Description
1.	Tender Reference	No.: /10/CAG/CAN/OFF CROC./06-07 Vol-I:
2.	Tender inviting authority	The Director (Personnel), O/o the Comptroller and Auditor General of India, New Delhi
3.	Name of tender	Renovation of Departmental Canteen
4.	Tender cost/fee	Nil
5.	Earnest Money Deposit (EMD)	Rs. 35,000/- in form DD/Banker's cheque payable at Delhi only
6.	Date of publication of Tender enquiry	12.02.2018, 05.00 pm
7.	Bid document download start date	13.02.2018, 11.00 pm
8.	Start date for seeking clarifications	14.02.2019, 02.30 am
9.	Last date for seeking clarifications	15.02.2019, 05.00pm
10.	Date of providing clarification to the queries	16.02.2019, 11.00pm
11.	Site inspection	16.02.2019 (between 3.00pm to 5.00pm under prior intimation)

12.	Start date for	18.02.2019, 11.00am
	submission/uploading of	
	bids	
13.	Last date and time for submission of bids	25.02.2019, 05.00pm
14.	Date of opening of	27.02.2019, 12.00 Noon
	Technical bids	
15.	Date of opening of	28.02.2019, 12.00 Noon
	commercial bids of eligible	
	bidders	
13.	Address of communication	O/o the C & AG of India, Pocket-9, Deen Dayal
		Updhayay Marg, New Delhi-110124
14.	E-mail ID	saowel@cag.gov.in
15.	Contact person	Sr.AO (Welfare) O/o the C & AG of India, New
		Delhi.

 $\underline{\text{Note:}}$ No bid shall be accepted after the due date and time given in the above schedule for any reasons whatsoever may be.

Section II - 'Eligibility Criteria'

1. The bidder (s) should fulfil the following eligibility criteria:

- a) The bidders registered with PWD/CPWD or any other local authority shall be preferred.
- b) Certification of registration, if any, shall be provided alongwith technical bid.
- c) The proof of legal entity in form of Limited or Private Limited Company under the Companies Act, 1956, if applicable, shall be submitted.
- d) The bidder must be registered under appropriate authorities i.e. GST/PAN/Income Tax etc.
- e) The bidder must have successfully executed/completed similar services costing not less than 50 Lakh over the last three years i.e. current financial year and last three financial years.
- f) The bidder should have their registered office/branch office in Delhi with valid proof such as rental agreement, latest telephone bill copy, GST registration and property tax receipt etc.
- g) Bank details for NEFT/RTGS payment alongwith copy of cancelled blank cheque in format Annexure-III (enclosed), in case of refund, if any, shall be provided alongwith bid documents.
- h) Non disclosure agreement in format Annexure-IV (enclosed).

2. Definition of Similar services:

Execution of construction and civil maintenance work including electrical and furniture etc with any of Central/State Govt. Offices/Agencies or PSUs. Documentary proof for such services/works shall be produced alongwith bid offer.

3. Process for tendering:

- a) Tender shall be submitted only through online in two bid system (technical bid & financial bid) duly scanned and signed by the authorised representative of the bidders.
- b) The tender form for 'Technical Bids' prescribed at Annexure-I (enclosed) complete in all respect (including EMD) should be submitted in First Cover superscribed –"Technical Bid –"Renovation of Departmental Canteen" at O/o the C & AG of India, 10, BSZ Marg, New Delhi-110002".
- c) The tender form for 'Financial Bids' prescribed at Annexure-II (enclosed) complete in all respect should be submitted in Second Cover superscribed —"Financial Bid-—"Renovation of Departmental Canteen" at O/o the C & AG of India, 10, BSZ Marg, New Delhi-110002"
- d) The due date for submission of tender/bid document is by 05.00PM on 25.02.2019.

4. Contents of Technical Bids (Part/Cover-I):

The bidder in this regard should submit the scanned copies of following documents in the Technical Bid:

- a) Proof of submission of EMD worth Rs. 35,000/- in form of DD/Banker's Cheque. The bid received without EMD will be summarily rejected.
- b) In case, the bidder claims exemption for payment of EMD, relevant and valid proofs claiming exemption.
- c) Proof of notarized/attested copy of valid registration certificates, if applicable, issued by PWD/CPWD or any other local authority.
- d) Copies of Certification of Registration of the Company and Incorporation documents such as MoA, AoA etc., if applicable.
- e) Copies of GST registration certificate and PAN Card/Income Tax.
- f) Details of annual turnover for last three financial years' alonogwith copies of duly audited P&L Accounts, Balance Sheet or CA Certificate.
- g) Proof of similar work as mentioned in the eligibility criteria point No. 1 (e).
- h) Valid Proof of having registered office/branch office in Delhi such as rental agreement, latest telephone bill copy, GST registration and property tax receipt etc.
- i) Bank details for NEFT/RTGS payment alongwith the copy of cancelled bank cheque as specified in format (Annexure-III).
- j) Non disclosure agreement as per format in Annexure-IV duly filled and signed by the bidder affixing office seal.
- k) Signed copy of complete set of tender document including blank page prescribed for financial bid.
- 1) Any other disclosure/related documents.

5. Contents of Financial bid (Part/Cover-II):

The financial bid shall contain the financial details of tender as stated in Annexure-II

Section-III: Instructions to the Bidders

1. Registration:

- a) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (CPPP).
- b) During enrolment/registration, the bidders should provide the correct/true information including valid e-mail ID & Phone/Mobile Number etc.

2. Preparation of bids:

- a) The bids and all accompanying documents should be legible for reading. If the documents submitted by the bidders are not legible/readable, their bid will not be considered and stands rejected.
- b) Bidders shall search the tender mentioning name of the tender or the tender ID from the published tender list available on the site and download the complete tender document and should take into account corrigendum (s), if any published before submitting their bids.

3. Submission of bids:

- a) Bidders shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall note the number of covers in which the bid documents are to be submitted, the number of documents, including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
- b) Bidders are required to submit duly authorised scanned copies of their bids electronically on the CPP Portal.
- c) The bids should be prepared in following two parts:

<u>Part/Cover-I:</u> All documents sought for evaluating/pre-qualification and technical criteria.

Part/Cover-II: All Documents sought for financial offer.

4. Bid opening and Evaluation - Technical bid (Part/Cover-I):

- a) After opening of the technical bids and verifying the EMD, the technical bids shall be scrutinized and evaluated at appropriate level with reference to parameters specified in the tender documents.
- b) The authority/committee will scrutinize the bids based on eligibility criteria and other compliance. The bidders shall be required to upload the self attested copies with firm seal of the relevant documents in support of the documentary evidences for being considered during the technical evaluation. The technical bid not meeting minimum requirements as per the tender documents shall be rejected and their financial proposal will be unopened. The bidder qualified in all or more categories as per eligibility criteria will be considered as technically qualified bidder. Decision of the competent authority of this office will be final in this regard and binding on the bidders.

5. Opening of Financial Bid (Part/Cover-II):

a) Commercial offer of those bidders, who fulfilled all or maximum eligibility criteria and declared technically qualified by the competent authority/committee, would be opened.

6. Clarification of bids:

During evaluation of bids, the competent authority may at its discretion ask the bidder for clarification, if any, of its bid. The request for clarification and response shall be in writing.

- a) If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected at this end accordingly. If there is a discrepancy between words and figures, the amount in words shall prevail. If the tenderer does not accept the correction of the error, his/her bid shall be rejected.
- b) The evaluation and comparison of responsive bids shall be done on the price of the goods/services offered inclusive of all Levies & Taxes as indicated in the Price Schedule of the bid document.
- c) The competent authority of this office may waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

7. Site Inspection:

- a) Bidders are advised to inspect, examine the site and its surrounding and satisfy themselves before submitting their tenders. A tenderer shall be deemed to have full knowledge of required work and the available site whether he/she inspects it or not and no extra charges consequent on misunderstanding or otherwise shall be allowed. For inspection, bidders may contact on 011-23509335, Mob.: 9717906702.
- b) The inspection shall be held in presence of authorised staff from this office only.
- c) Bidders or his authorised agents with valid identity proof shall at all time be accompanied by authorised personnel from this office when undertaking site visit on due date i.e. 13th February, 2019 between 3.00pm to 5.00 pm.

8. Earnest Money Deposit/Performance Security:

- a) The bidders are required to deposit Earnest Money Deposit (EMD) of Rs. 35,000/- (Rupee thirty five thousand only) in form of Demand Draft/Banker's cheque in favour of "PAO, CAG" payable at New Delhi.
- b) The original documents of EMD, in an envelope, should be submitted in this office with Sr. AO (Welfare) before bid submission deadline given in Section-I.
- c) The successful bidder hereafter referred to as Contractor, has to furnish 'Performance Bank Guarantee' for an amount equal to 10% of contract value which will be released on completion of the contract including warranty period, wherever is applicable. In case the contractor fails to cope up with the workload or does not render satisfactory services, the

contract awarded to him shall be cancelled without giving any notice or without assigning any reason whatsoever and the Bank Guarantee shall be encashed and payment due to him, if any, shall be forfeited. In this connection, decision of the Director (P) shall be final and binding on the contractor.

9. Refund/Retention of EMD:

- a) The EMD, without any interest accrued or as such will be refunded to the unsuccessful bidder within 10 days period from the date of conclusion of the tender.
- b) EMD of successful bidder will be kept withheld till submission of Performance Bank Guarantee within 15 days from the date of award of contract.

10. Forfeiture of EMD/Performance Security:

- a) In case, where a bidder withdraws its bid during the period of Bid validity specified by the bidder on the bid document
- b) In case, successful bidder fails to sign the contract or breach any of conditions of the contract.

11. Contacting the Tendering Authority:

- a) No bidder shall contact this office on any matter relating to its bid, from time of opening of bids to the time the contract is awarded. For any additional information, the competent authority reserves the right as whether such additional information should be considered or otherwise.
- b) Any efforts by a Bidder to influence this office in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of its EMD

12. Period of validity of bids:

a) Bids shall be valid for 30 days after bid opening date. A bid valid for a shorter period shall be rejected as non-responsive. In exceptional circumstances, the Tendering Authority may solicit the Bidders consent to an extension of the period of validity. Such request and response thereto shall be made in writing.

13. Right to accept or reject any or all bids:

- b) This office reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the bidder (s).
- c) Any deviation/irrelevant specifications in this tender will not be accepted. Final decision for accepting or rejecting any/all bid (s) will be at absolute discretion of competent authority of this office.

14. Award of contract:

- a) Finalisation of the tender will be done based on recommendation by the officers/officials so authorised/nominated by the competent authority for the purpose.
- b) Award of contract shall be considered on the bidder whose offer has been found technically and financially acceptable. The competent authority has full right to place order on fully or partially.

15. Annulment of Award:

- a) This office reserves the right to terminate the order in case of violence of terms & conditions or non-fulfilment of any of essential requirements.
- b) This office reserves the right to cancel the order without assigning any reason whatsoever at any stage.
- c) This office reserves the right to disqualify the contractor for a suitable period who habitually failed to take the services. This office also reserves the right to blacklist a bidder for suitable period in case he/she fails to honour his/her bid without sufficient and reasonable grounds.

Section-IV: 'Conditions to the bidders'

1. Definitions:

In this contract, the following terms shall be interpreted as indicated:

- a) "Tendering Authority" means the Director (Personnel), O/o the Comptroller and Auditor General of India.
- b) "Work" means all work including civil, electrical, carpenter and plumbing etc under the contract.
- c) "Bidder" means any vendor that is participating in the tender process.
- d) "Price" means the total cost payable to the successful bidder under the contract, after completion of the entire works in all respect upto satisfaction of this office.
- e)
 "Contract" means the written agreement held between both parties.
- f) "Contractor" is the successful bidder to whom the contract will be awarded.

2. General Conditions:

- a) Renovation works includes all civil, electrical, carpenter and plumbing works with required material as per requirement of this office. No complaint/extra claim, what so ever may be, will be entertained after award of contract.
- b) Bid acceptance will rest with the competent authority of this office and work order will be issued to the technically and financially successful bidder.
- c) The work shall be executed by the authorised workers/labours of the contractor only with prior intimation/authorisation from competent authority of this office.
- d) The time period for completion of the project/contract, which shall not be more 4 weeks and will commence from the date of award of the contract, shall clearly be mentioned in the quotation.
- e) Conditional offers in any manner shall not be entertained and liable to be rejected automatically.
- f) If any defect(s) is (are) noticed or any complaint observed during the contract period, the levy of compensation for any dislocation of work due to delayed rectification or any other reason, will be decided by the Director (P) of this office to enforce penalty claim from the contractor.
- g) The vendor shall not sublet the whole or part of the works, except where otherwise provided in the contract, without the prior written consent of the competent authority of this office. Such consent, if given, shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of his and any of his agents' servants or workmen.

6. Decision taken:

The decision taken by the competent authority of this office in the process of the tender process will be full and final and binding on the bidders.

3. Price, Taxes and Duties:

The tenderer/bidder must include/mention in their tender all duties, tax, freight/octroi or any other local charges, if applicable as No extra claim will be entertained even due to expansion of work scope, if needed and essential in completion of the project.

4. Warranty:

- 1. All the major/minor material/equipments, whether consumables or non-consumables shall be of standard makes with appropriate warranty
- 2. All the complaints of users shall be attended immediately or within same day of call during work execution and warranty period failure of which shall attract appropriate penalty and liable in encashment of Bank Guarantee in part or full. Decision of competent authority of this office will be final in this regard and binding on the contractor.
- 3. If for any reason, the contractor is not able to attend the complaints/problem, the job shall be got done from some other firm or from the open market at the risk and cost of the contractor and the expenditure incurred thereon shall be recovered from the contractor. This may also entail encashment of the Bank Guarantee furnished by the contractor.
- 4. If any equipment or part thereof needs to be repair/replace during warranty period, the contractor shall arrange suitable substitute thereof at site immediately till rectification or replacement of faulty equipment/installation of similar or higher make & model and cost thereon, if any shall be borne by the contractor.

5. Execution of work:

- a) Execution of work shall be done as per directions and approved specification/material by this office in presence of authorised personnel/officer in charge at location from this office and in such a manner that routine activities of the Departmental canteen may not disturb.
- b) Any issues or disruption, if found during execution of work, shall be brought immediately into notice of competent authority of authorised officer/official in charge at location.

6. Deliverables:

- a) The contractor shall submitted detailed list of used material/equipment (Quantity with make/model wise) and warranty certificates wherever is applicable, alongwith his claim.
- b) The contract shall obtain a completion certificate duly signed by the authorised signatory from this office and submitted alongwith his claim.

7. Payment details:

a) Payment will be made after completion of entire renovation work in all respect as per requirement and approved material/specifications upto satisfaction of the office and submission of essential completion certificate and Performance Bank Guarantee etc.

8. Clearing Site and Setting out works:

The contractor shall set out the works and shall be responsible for the true and perfect setting out the works and for the correctness of the positions, levels, dimensions and alignment of all the equipments and parts thereof. If at any time, any error shall appear during execution/progress of any of the work, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of this office.

9. Government and Local Rules:

The contractor shall at all times during the currency of contract conform to and comply with the regulations and bye laws of the Government of NCT of Delhi or Central Government or of this office and of all other local authorities, the provisions contained in the various labour acts enacted by the State Legislature and Parliament in force and the rules made there under including those under Minimum Wages Act, Workmen Compensation Act, Provident Fund Regulation etc., for welfare and protection of workers or for the safety of the public and other insurance provisions.

10. Other stipulations:

The contractor shall comply with all safety measures and indemnify this office against any liability for compensation due to injury to his own labour/person (s) or to other persons inside the office premises while taking out the material under the contract and for any losses or damages to the building/structure/property of this office due to any fault or negligence or wilful acts, omission or any other reasons whatsoever.

11. Legal jurisdiction:

a) All legal disputes are subject to jurisdiction of Delhi courts only.

Section IV: Scope of work

1. Scope:

c) The scope of work is for "Renovation of Departmental Canteen" including civil, electrical, furniture and plumbing works with required material/equipment etc." at Office the Comptroller and Auditor General of India, 10, Bahadur Shah Zafar Marg, New Delhi-110002.

Annexure-I: Technical Bid

	Duly self attested copies with office seal of each required document (s) are to be uploaded as st	tated below:
a)	Details of the bidder:	
	Name of firm Name of authorised person Designation Contact No. (Mobile/Landline) E-mail ID Corresponding Address	
b)	Proof of submission of EMD	Yes/No
c)	In case of exemption availed for EMD, a valid certificate from NSIC/MSME etc.	Yes/No
d)	Proof of being registered with PWD/CPWD or any other local authority for similar work.	Yes/No
f)	Copies of Original Registration Certificates:	Yes/No
	(i) Incorporation Certificate/Documents/Registration of company etc.(ii) GST Registration Certificate(iii) PAN Card Number/Income Tax Number	Yes/No Yes/No Yes/No
g)	Audited financial statements for last three financial years (copies of P&L statements alongwith Balance sheet for the year 2015-16, 2016-17 & 2017-18).	Yes/No
h)	Copies of proof of similar work as mentioned in the eligibility criteria point No. 1 (e).	Yes/No
i)	Copy of proof having Registered office/branch office in Delhi with valid proof such as rent agreement/latest telephone bill copy/GST registration certificate/property tax receipt etc.	Yes/No
j)	Bank details for NEFT payment along with copy of cancelled bank cheque as per format in Annexure-III.	Yes/No

I/We certify that all terms and conditions of the bid/tender documents are acceptable to us.

Self attested bid document duly signed and affixing office seal in all pages including

k) Non Disclosure agreement as per format in Annexure-IV.

blank financial bid page.

Signature of authorised person

Yes/No

Yes/No

Name: Designation:

Company Seal:

Date: Place:

Financial Bid:

a) As per provided BOQ. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant column, else the bidder is liable to be rejected for the tender. Bidder are allowed to enter the bidder Name and Values (offered rate) only wherever is applicable including taxes and other overheads:

Signature of authorised person

Name: Designation: Company Seal:

Date: Place:

Annexure-III

Bank Details for NEFT/RTGS Payment

Particulars	Description
Name of Bank	
Branch Name	
Account type	
Account No.	
Name of Account holder (s)	
IFSC Code	
	Name of Bank Branch Name Account type Account No. Name of Account holder (s)

The bidder is requested to enclose copies of bank cancelled cheque for verification of details.

Signature of authorised person

Name: Designation: Company Seal:

Date: Place:

Annexure-IV

'Non-Disclosure agreement'

Tender Inviting Authority	Bidder/Contractor
Office of the Comptroller and Auditor General of India Pocket-9, Deen Dayal Updhayay Marg, New Delhi-110124 Phone: 23509286	

- 1. I/We, the undersigned certify that I/We have gone through the requirement and terms & conditions of the tender enquiry and undertake to comply with the same.
- 2. The rates quoted are final and binding upon us.
- 3. I/We give the rights to the competent authority of office of the Comptroller and Auditor General of India to take appropriate action as deems fit in case, contravenes of any of directions or terms & conditions of the tender enquiry is observed against the firm or its representative (s) at any stage.
- 4. I/We hereby agree and undertake to maintain such information as confidential and undertake not to use any of part or the whole of such information, directly or indirectly learnt at location for any other purpose other than executing the scope of work for renovation of Departmental Canteen at 10, BSZ Marg, New Delhi 110002

Signature of authorised person

Name: Designation: Company Seal:

Date: Place: