

**NATIONAL COMPETITIVE BID (NCB)**

**TENDER DOCUMENT**

**E-TENDER FOR MANUFACTURING AND SUPPLY OF RETRO REFLECTIVE  
SIGN BOARDS & DIRECTION BOARD FOR SITE OFFICES & SITES (H.O &  
TELEMETRY) UNDER PALAR PONNAIYAR SUB DIVISION, CWC, CHENNAI &  
DIRECTION BOARD FOR NEERVALAM COMPLEX, CWC, CHENNAI**



**GOVERNMENT OF INDIA**

**DEPARTMENT OF WATER RESOURCES, RIVER DEVELOPMENT AND GANGA  
REJUVENATION**

**CENTRAL WATER COMMISSION**

**(HYDROLOGY DIVISION, CHENNAI)**

**GOVERNMENT OF INDIA**  
**DEPARTMENT OF WATER RESOURCES, RIVER DEVELOPMENT AND GANGA**  
**REJUVENATION**  
**CENTRAL WATER COMMISSION**  
**(HYDROLOGY DIVISION, CHENNAI)**



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SIGN BOARDS & DIRECTION BOARD FOR SITE OFFICES & SITES (H.O &  
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DIRECTION BOARD FOR NEERVALAM COMPLEX, CWC, CHENNAI**

TENDER NO: 3/HD/HQS/NIT/2022/ Dated 28/06/2022

|  |   |
|--|---|
| <b>OFFICER INVITING TENDER</b>                             | <b>Executive Engineer</b>   |
| <b>DATE AND TIME OF ISSUE OF BID DOCUMENT ONLINE</b>       | 18.00 hrs on <u>29/06/2022</u>  |
| <b>TENDER FORM AVAILABLE ONLINE FROM</b>                   | 18.00 hrs on <u>29/06/2022</u>  |
| <b>LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT</b> | 18.00 hrs on <u>13/07/2022</u>  |
| <b>LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE</b>       | 18.00 hrs on <u>13/07/2022</u>  |
| <b>DATE AND TIME OF PRE-BID MEETING</b>                    | Not Applicable  |
| <b>DATE AND TIME OF OPENING OF BIDS</b>                    | 18.00 hrs on <u>14/07/2022</u>  |
| <b>PLACE OF OPENING OF BIDS</b>                            | Hydrology Division, Central Water Commission, R-81, TNHB Colony, West Velachery, Chennai - 600042 |
| <b>TENDER FEE:</b>   | NIL   |

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भारत सरकार  
जल शक्ति मंत्रालय  
जल संसाधन, नदी विकास  
और गंगा संरक्षण विभाग  
केन्द्रीय जल आयोग  
जल विज्ञान मंडल



GOVERNMENT OF INDIA  
Ministry of Jal Shakti,  
Department of Water Resources,  
River Development & Ganga Rejuvenation  
CENTRAL WATER COMMISSION  
Hydrology Division

NEERVALAM Complex, No. R-81, TNHB Colony, West Velachery, Chennai-600042.  
Phone: 044-29530653. e-mail: ee.chn-cwc@gov.in

Tender No. **3/HD/HQS/NIT/2022/977-979**

Date: **28/06/2022**

**NOTICE INVITING e-TENDER**

**CPWD-6**

On behalf of the President of India, EXECUTIVE ENGINEER, HYDROLOGY DIVISION, CENTRAL WATER COMMISSION, "NEERVALAM", PLOT NO.81, TNHB COLONY, NEAR TELEPHONE EXCHANGE, WEST VELACHERY, CHENNAI - 600 042 invites **online e-tenders** for the following work from registered firm/contractor.

|                         |   |
|-------------------------|---|
| <b>Name of the work</b> | <b>MANUFACTURING AND SUPPLY OF RETRO REFLECTIVE SIGN BOARDS &amp; DIRECTION BOARD FOR SITE OFFICES &amp; SITES (H.O &amp; TELEMETRY) UNDER PALAR PONNAIYAR SUB DIVISION, CWC, CHENNAI &amp; DIRECTION BOARD FOR NEERVALAM COMPLEX, CWC, CHENNAI</b> |
|-------------------------|---|

**Period of Completion** : 45 days from date of written order to commence works  
**Estimated cost** : Rs.8,05,000/-  
**Earnest Money Deposit** : Rs.16,100/-  
**Tender Fee** : NIL

1. The Notice Inviting e-Tender can be downloaded from [www.cwc.gov.in](http://www.cwc.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in). All **prospective bidders are instructed to submit their queries through e-mail only on or before 09/07/2022**
2. The bidder has to submit following documents online before 13/07/2022 @ 18.00 hrs, otherwise the bid will not be considered for opening:
  - Demand Draft towards tender fee.
  - Demand Draft towards Earnest Money Deposit (EMD)
  - Technical and Financial bids through online mode
3. Tenders will be received online up to 13/07/2022 @ 18.00 hrs by the Executive Engineer, Hydrology Division, Central Water Commission, R-81, TNHB colony, West Velachery, Chennai – 600042. **The tenders will be opened online by the Executive Engineer or his authorized representative on 14/07/2022 at 18.00 hrs. Interested agencies may participate in the online tender opening event.**
4. **The Eligibility Criteria for technical bid is as follows:**

- a) The bidder should have valid registration as a contractor / firm with Central or State Government.
- b) The bidder should have minimum of three years experience in the field of civil/construction works.
- c) The bidder should provide proof preferably from Govt departments of having satisfactorily completed similar works during the last three financial years. Similar works here refer to civil/construction works completed by the bidder during the last three financial years as stated below.

One similar work of value not less than 50% of the estimated cost put to tender, during the last three years (ending on the last day of the month previous to the one in which the tenders are invited), where the works completed by them are working satisfactorily. (Sample format for filling the above criteria is given. Participating agencies are instructed to fill the form mandatorily. For quick technical evaluation of bids, the participating agencies are instructed to submit only the relevant documents that satisfy the qualifying criteria for the tender).

- d) The bidder should have valid GST and PAN number.
- e) Average annual financial turnover of related services during the last three years (i.e. three years excluding the FY in which the applications/bids are invited [FY 2018-2019,2019-2020,2020-2021] should be at least Rs.4,02,500/- (50% of the estimated cost). Year in which no turnover is shown /indicated would also be considered for working out the average. In case of last FY out 03 years (as defined above), the unaudited but certified copy of balance sheet would be acceptable. However, the successful bidder shall have to submit the audited balance sheet for last FY out 03 years within three months after award of work. For remaining 02 years, the audited balance sheet has to be mandatorily submitted else the bid shall be treated as unresponsive.
- f) The bidder should not have incurred loss (profit after tax being negative) in not more than 01(One) year during the last 03 completed financial years ending 31<sup>st</sup> March 2021.
- g) Purchase preference will be given to MSEs as provided in Public Procurement Policy for Micro and Small Enterprises (MSEs) Gazette notification dated: 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. The MSEs who are registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MoMSME) are eligible for availing benefits under the Public Procurement Policy. With effect from 18.09.2015, MSEs registered under Udyog Aadhar Memorandum (UAM) are also eligible to avail the benefits under Policy.
- h) The norms pertaining to prior experience and prior turnover for micro and small enterprises registered as per guidelines of Ministry of Micro, Small and Medium Enterprises, Government of India, New Delhi (MSME) may be relaxed as per the policy circular No.1 (2) (1)/2016-MA dated 10.03.2016 of Ministry of Micro, Small and Medium Enterprises, Government of India, New Delhi subject to meeting of quality and technical specifications. Any bidder desirous of availing the relaxation under this clause shall be required to specifically submit an application to this extent with the bid document.
- i) Order No. P-45021/2/2017-PP (BE-II) dated 16/09/2020 issued by Department for Promotion of Industry and Internal Trade on Public Procurement (Preference to Make in India) shall be valid on this tender.

- j) The relaxation under is also available to “Start-ups” as per Order No. F.20/2/2014-PPD(Pt) dated 25/07/2016 issued by Dept of Expenditure, Procurement Policy Division, provided a Certificate issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce & Industry is submitted by the bidder. The definition of Start-ups shall be as prescribed under G.S.R. notification 127(E).

**The firm should enclose all documentary proof / evidence to substantiate the eligibility criteria as given above along with the e-tender.**

5. In case of a consortium, the agreement in original between various partners will be submitted with the bid clearly identifying the parts and components of the system for which the concerned partner is responsible for execution. However, each of the partners of the consortium will be jointly responsible for execution and completion of the works.
6. One of the partners of the consortium will be identified in the agreement, as a lead partner and will be authorized to execute the contract with the purchaser. All financial transactions and liabilities shall rest with the lead partner.
7. The qualifying criteria will be applicable to each of the partners of the consortium with a limited scope of works for which the concerned partner is responsible as a member of the consortium.
8. In case of consortium of contractors for the major components of the works, the qualifying criteria will be applicable to each partner separately for the specific portion of the project which are to be the direct responsibility of the partner.
9. Agreement shall be drawn with the successful bidder on prescribed Form CPWD-8 which is available as Government of India Publication; Bidder shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
10. The time allowed for carrying out the works shall be 45 days from the day of written orders to commence the works.
11. The site for the work shall be made available. Guidance will be provided by the department for this activity. The work is to be executed at following place.

|                 |   |
|-----------------|---|
| Name of Office: | <b>Retro Reflective Sign Boards and Direction boards to Site Offices &amp; Sites (H.O. &amp; Telemetry) under Palar Ponnaiyar Sub Division, CWC, Chennai and to Neervalam Complex, CWC, Chennai- 600042</b> |
|-----------------|---|

12. The competent authority on behalf of the President of India does not bind himself to accept the lowest or any other tender, and reserves his right to reject any or all of the tenders received without assigning any reason thereof. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
13. The technical bid shall include all the relevant documents supporting the technical competence of the offers and shall indicate by proper cross referencing with such supporting documents. Any additional information requested by the department during the course of evaluation of the technical bid shall be supplied within the time limits set by the department.
14. The tender shall be valid for a period of 60 days from opening date of the bid.

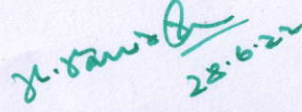
15. **Tenderer are encouraged to inspect and examine the work place and its surroundings and satisfy / apprise themselves as to the nature of the work, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their tenders. A tenderer shall be deemed to have full knowledge of the work place whether he/ she inspects the site or not and no extra payment / compensation consequent upon any misunderstanding / mis-happening or otherwise shall be allowed.**
16. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
17. All tenders in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
18. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be summarily rejected by Purchaser. The tenderer shall not be permitted to tender for works in the CWC circle (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer of the concerned Circle, and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Water Commission or in the Ministry of Jal Shakti. Any breach of this condition by the tenderer would render his tender liable to be rejected.
19. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
20. The tender for the works shall remain open for acceptance for a period of 60 days from the date of opening of technical bids. If any tenderer withdraws his tender before the aforesaid period or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
21. This Tender/Bid Document comprises of the following parts:
- Notice Inviting e-Tender
  - Additional Instructions to Tenderers
  - CPWD Form – 8
  - Scope of Work
  - Technical Specifications
  - General Conditions of Contract

22. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract agreement consisting of:-

a) The Notice inviting tender, all the documents including General Conditions and Special Conditions of contract, technical specifications, forms of the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

b) Standard C.P.W.D.Form-8.

23. The Agency shall not assign, transfer, pledge or sub contract the work without the prior written consent of the Purchaser.

  
(वसंतकुमार वी)/(VASANTHAKUMAR V)  
अधिशाली अभियंता/Executive Engineer

प्रतिलिपी/Copy to:

1. The Superintending Engineer, C&SRC, CWC, Bengaluru.
2. The Sub Divisional Engineer, PPSD/Chennai.
3. The Accounts Branch, HD, CWC, Chennai to book the expenditure under 11:00:27 Minor Works DWRIS.

## **ADDITIONAL INSTRUCTIONS TO TENDERERS**

### **Introduction:**

Central Water Commission is a premier Technical Organization of India in the field of Water Resources and is presently functioning as an attached office of the Ministry of Jal Shakti, Government of India. The Commission is entrusted with the general responsibilities of initiating, coordinating and furthering in consultation of the State Governments concerned, schemes for control, conservation and utilization of water resources throughout the country, for purpose of Flood Control, Irrigation, Navigation, Drinking Water Supply and Water Power Development. Cauvery and Southern Rivers Organization, Coimbatore under CWC is mainly associated with collection, compilation of Hydrological & Meteorological data at various locations of the rivers flowing through the States of Kerala, Tamil Nadu, Puducherry, Parts of Karnataka & Parts of Andhra Pradesh. The data collected by the organization is extensively used for the water resources development, planning, management, research etc. The work proposed is for Aluminium Fabrication of Partition work, Flooring Tiles and False ceiling work of Bacteriology Laboratory at Hydrology Division, CWC, Chennai.

### **1. One Bid per Bidder:**

Each bidder shall submit only one bid either by himself or as a partner in a joint venture. Bidder who submits or participates in more than one bid will be disqualified. **Bidder's signature is mandatory in each page of the tender document.**

### **2. Signing the tender:**

In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952(documents to be enclosed).

Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

### **3. Amendment of Bidding Document:**

At any time prior to the deadline for submission of bids, the department may amend bidding documents by issuing addendum. Any addendum thus issued, shall be part of the bidding document and shall be communicated in writing to all bidders of the bidding document. To give perspective bidders, reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

### **4. Language of the Bid:**

All documents relating to the bid shall be in the English language or Regional language.

## 5. Earnest Money Deposit:

The bidder shall furnish as part of its bid an EMD of Rs.16,100/- (**Rupees Sixteen Thousand One Hundred Only**) in the form of DD from any scheduled bank in favour of “Executive Engineer, Hydrology Division, CWC” payable at Chennai. The EMD may be forfeited in the following cases:

- i) If a bidder withdraws his bid during the period of bid validity specified in the terms and condition of the contract.
- ii) If a bidder does not accept the correction of errors, (i.e. If there is a discrepancy between unit cost and total cost then unit cost will prevail. If there is a difference between words and figures the amount in words will prevail).
- iii) If a successful bidder fails to sign the contract or fails to submit the performance guarantee within the stipulated time given in the terms and conditions of the contract.

## 6. Security Deposit:

After the successful completion of the work by the firm / contractor, 2.5% of bill value (Form 24) as Security Deposit will be deducted. **The security deposit will be held by the department for a period of 06 months from the date of completion of the work.** The security deposit will be returned to the agency only after satisfactory performance of the partition work. The withheld period may also be extended if the department intends to do so.

## 7. Bid Prices:

- a) The bid shall be for the full quantity as described in the schedule of work, corrections, if any, shall be made by crossing out, initialling, dating and re writing.
- b) Rates quoted shall be inclusive of all charges like material, transportation, labour, taxes and other levies and incidental expenses, if any.
- c) The rate quoted by the tenderers shall remain fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) No additional charges will be paid over and above the quoted rates of the Agency and the department shall also not pay any extra amount on any account.
- e) Deviation in quantities of agreed items will be arrived as per relevant CPWD manual.
- f) If there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- g) The rates shall be quoted in Indian Rupee only.
- h) If two or more agencies have quoted the same rates, then lot system as per CPWD manual will be followed for further process and award of contract.**

## 8. Bid Validity:

Bid shall remain valid for the period of 60 days from the date of technical bid opening. In exceptional circumstances prior of the original bid validity period, the Executive Engineer may request the

bidders to extend the period of validity in a specified additional period. The request and the responses thereto shall be made in writing only.

#### **9. Corrupt and fraudulent practices:**

It is expected that Bidders under this contract observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Executive Engineer.

- (a) Defines for purpose of these provisions, the terms set forth below as follows:-
  - (i) 'Corrupt practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the contract execution, and
  - (ii) 'Fraudulent practice' means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive the Executive Engineer of the benefits of free and open competition.
- (b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for contract in question.

#### **10. Clarification of Bidding Documents:**

To assist in the examination, evaluation and comparison of bids, the department may at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought or offered or permitted except as required to confirm the correction of arithmetic errors discovered by the department in the evaluation of the bids.

#### **11. Examination of Bids and Determination of Responsiveness:**

A substantially responsive bid is one that confirms to all the terms and conditions of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the work and which limits in any substantial way inconsistent with the bidding documents, the Executive Engineer's rights or the bidder's obligations under the contract, or whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. If a bid is not substantially responsive, it will be rejected by the Executive Engineer and may not subsequently be made responsive by correction or withdrawal and the non-confirming deviations or reservations.

#### **12. Award criteria:**

The Executive Engineer shall award the contract to the Bidder whose Bid has been found to be substantially responsive and who has offered the lowest evaluated Bid Price.

#### **13. Notification of Award:**

The bidder whose bid has been accepted will be notified of the award by the Executive Engineer

prior to expiration of the Bid validity period. This letter of acceptance will state the sum that the Executive Engineer will pay the contractor in consideration of the execution of the works by the contractor.

**14. Dispute Resolution Mechanism:**

Any disputes arising on the contract will be referred to SE, C&SRC, CWC, Bengaluru and the decision of SE, C&SRC, CWC, Bengaluru will be final and binding to the bidder.

**15. Signing of Contract:**

The successful bidder, on acceptance of his bid by the Accepting Authority shall, within 15 days from the stipulated date of start of the work, sign and execute the Contract in the contract/agreement form along with performance guarantee.

**16. Payment Terms:**

The payment will be made to the agency by the Executive Engineer after measuring the actual quantity of works completed. The measurement will be carried out by Junior Engineer or Assistant Director-II/SDE as designated by the competent authority. No advance or intermediate payments are allowed in this tender. TDS on GST and Income Tax will be deducted as applicable. **GST number of the office is 33CHEH03655B1D1.**

**17. Termination of Contract:**

If the contractor does not comply with labour laws and contract conditions, the Executive Engineer may terminate the contract and the performance guarantee will be forfeited completely.

**18. Other terms and conditions:**

- i) The Department will not be responsible for any injury sustained to the man power during the execution of the work. Any expenditure incurred by the department to face the situation arising out of act of workers will be made good by the agency. If any incident / accident occurred during the work, the department will not be held responsible for the same. It is the responsibility of the agency to provide sufficient insurance coverage / compensation as per the latest act in force.
- ii) The Agency shall work under the control of the Executive Engineer, Hydrology Division or his authorized representative.
- iii) The Chief Engineer, C&SRO, CWC, Coimbatore may consider relaxation of any of the terms and condition of the contract if required.
- iv) The security deposit will be forfeited in case termination of the contract by the Department due to lapse on the part of contractor/Agency.
- v) The debris / rubbish generated during the work shall be cleared from the premises and disposed by the agency at their own cost immediately after the completion of entire work.

**19. Liquidated Damages:**

Liquidated Damages shall be levied upon the agency as determined by the Superintending Engineer not exceeding 5% of contract value failing to attend the contract as per conditions and in the event of any damage / loss to the property or asset of the department.

**20. Materials to be used for the work:**

- a. Materials and components shall be handled in such a manner as to avoid any damage or contamination, and in accordance with all applicable recommendations of the manufacturer.
  - b. Enamle and Epoxy Paint coating to be provide as per Specification **(Schedule – F)**
  - c. Aluminium sheet, M.S angle section , Tee section and connections to be provide as per specification **(Schedule – F)**
  - d. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and to avoid damages to adjacent buildings, roads and service / utility lines.
  - e. All requisite materials shall be of 1<sup>st</sup> quality and they are to be used after getting the approval of Engineer-in-charge.
21. At any time prior to the deadline for submission of bids, the department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the bidding documents by amendment in writing, which will be binding on all the Tenderers.
22. The bid prepared by the Tenderer, as well as all correspondence and documents relating to the bid exchanged by the Tenderer and the department shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation in English Language shall govern.
23. All corrections / cuttings /over writings in the tender document shall be initialled by the Tenderer.
24. The technical bid prepared by the Tenderer shall comprise the following components:
- a) All the terms and conditions clearly indicating variation, if any, with tender requirements;
  - b) Documentary evidence to establish that the Tenderer is eligible to bid and is qualified to perform the contract if the bid is accepted:
  - c) Documentary evidence to establish that the goods and ancillary services to be supplied by the Tenderer are as per specifications and conform to the bidding documents;
  - d) Earnest Money Deposit in prescribed form;
25. The financial bid shall comprise Schedule of Quantities in Financial Bid Format duly filled through online mode only. However the sample format is attached herewith for understanding.
26. Technical and Financial Bids shall be submitted online only at [www.eprocure.gov.in](http://www.eprocure.gov.in) and the tenderers can also download the document from [www.cwc.gov.in](http://www.cwc.gov.in)
27. Intending tenderers are advised to visit CWC website [www.cwc.gov.in](http://www.cwc.gov.in) and CPPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum /amendment.

28. Evaluation of Bids: Initially only the Technical Bids (Stage-1) shall be opened and evaluated. If the bidder meets the qualifying criteria as specified in the bid document, and the solution offered by him meets the requirement of the tenderer, then the bidder shall be shortlisted for financial evaluation. Otherwise the bidder would be rejected at this stage itself.
- The financial bids (Stage-2) shall be opened subsequently and intimated to the technically qualified bidders in advance. The bidder whose bid is in order and evaluated to be financially lowest, after considering any loadings that are decided at the technical evaluation stage, shall be considered for negotiations(not involving financial aspects) for award of the contract.
29. Wholly owned subsidiary can include the experience of its parent company.
30. The prices quoted shall be F.O.R. destination and inclusive of all statutory duties and taxes and no additional amount on the quoted prices shall be paid on account of such duties, taxes and octroi etc.
31. Prices quoted by the Tenderer shall be fixed during the validity period of the Contract and not subject to variation on any account. A Tender submitted with an adjustable price quotation is liable to be treated as non-responsive and rejected.
32. Prices shall be quoted in Indian Rupees only.
33. The Tenderer shall furnish, as part of its Tender, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Tenderer proposes to supply under the Contract.
34. For purposes of the comments to be furnished, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the department in its technical specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates, to the department's satisfaction, that the substitutions ensure substantial equivalence to those.
35. During evaluation of technical bids, the department may, at its discretion, ask the Tenderer for a clarification of its bid, for which no charges shall be paid to the Tenderers. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
36. Tenders from Agents/dealers, without proper authorization, shall be treated as non-responsive.
37. The Tenderer shall not contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Department, it should do so in writing.
38. An affirmative determination will be a prerequisite for award of the work to the contractor.
39. Attention of the tenderers is drawn to the Clause 1 and Clause 1(A) of Standard Contract Conditions under CPWD Forms 7/8 regarding the deduction of security deposit.
40. Performance Guarantee @ 3% of the contract value is to be submitted by the successful bidder in the form of BG/DD drawn in favour of "Executive Engineer, Hydrology Division, CWC" payable at Chennai from any scheduled bank within 15 days from the letter of acceptance of tender. **If the firm fails to submit performance guarantee within the stipulated period, Earnest Money Deposit will be forfeited completely. However the period may be extended if the department wishes to do so.**

## 41. Purchase Preference to Make in India

The Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

1. Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as amended through Public Procurement (Preference to Make in India) order dated 16.09.2020. **Bidders shall enclose the certificate in this regard in as given in Eligibility Declaration.**

### 41.1 Eligibility of bidders from specified countries

Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

1. Any bidder from a country that shares a land border with India <https://mea.gov.in/india-and-neighbours.html>, excluding countries as listed on the website of the Ministry of External Affairs <http://meadashboard.gov.in/indicators/92>, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)(<https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15Oct2020.pdf>). **Bidders shall enclose the certificate in this regard in as given in Eligibility Declaration.**
2. In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Performance Guarantee Form.
3. If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration
4. "Bidder from such Restricted Countries" means: -
  - a) An entity incorporated, established, or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or an entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or
  - d) A natural person who is a citizen of such a country; or
  - e) A consortium/ joint venture where any member falls under any of the above
  - f) A natural person who is a citizen of such a country; or A consortium/ joint venture where any member falls under any of the above
5. The beneficial owner shall mean:
  - a) In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.

## Explanation

- i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital, or profits.
- ii) "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
- b) In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits.
- c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- d) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

**42. The display / sign board should be finalized by the undersigned before printing it, by sending the picture samples through email which will be communicated once agreement will be signed.**

**43. There are total 6 different types of display / sign board to be manufactured and supplied whose quantity, description and sizes are mentioned as a sample in table A: Description of Display / Sign board.**

**44. The supporting MS angles that are required to be welded / bolted to the rectangular display / sign frame. Keeping in view the ease of transportation in hilly terrain it should NOT TO BE WELDED / BOLTED while transportation and therefore, for connecting MS angles with the rectangular display/sign frame the provision for BOLTING is preferable.**

**45. Availability of Work Place :** The Retro Reflective Sign Boards is to be supplied to The sites as per the **Table-A**

**46. Visit to Work Place by Tenderer:** Tenderers are encouraged to inspect and examine the workplaces and its surroundings and satisfy / apprise themselves as to the nature of the work, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their tenders. A tenderer shall be deemed to have full knowledge of the workplace whether he / she inspects the site or not and no extra payment / compensation consequent upon any misunderstanding / miss-happening or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining all materials, tools & plants, access, facilities for his personnel and all other services required for executing the work at his / her own cost unless it is specifically mentioned in the contract documents.

*[Handwritten signature]*  
28.6.22

अधिशाली अभियंता/Executive Engineer

## **Instructions for Online Bid Submission**

***(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)***

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link **"Online bidder Enrollment"** on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

## SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

## **SCHEDULES**

|  |   |   |
|--|---|---|
| SCHEDULE 'A'                                       | : | Applicable (enclosed)   |
| SCHEDULE 'B'                                       | : | Not Applicable  |
| SCHEDULE 'C'                                       | : | Not Applicable  |
| SCHEDULE 'D'                                       | : | Not Applicable  |
| SCHEDULE 'E'                                       | : | Applicable  |
| SCHEDULE 'F'                                       | : | Applicable  |
| <b>SCHEDULE 'E'</b>                                | : | <b>Reference to general conditions of the work</b>  |
| Name of the work                                   | : | <b>Manufacturing and Supply of Retro Reflective Sign Boards &amp; Direction boards for Site Offices &amp; Sites (H.O. &amp; Telemetry) under Palar Ponnaiyar Sub Division, CWC, Chennai and Direction board for Neervalam Complex, CWC, Chennai</b> |
| Estimated Cost                                     | : | Rs. 8,05,000/-  |
| EMD @ 2%   | : | Rs.16,100 /-  |
| Performance Guarantee                              | : | 3% of contract value  |
| Security Deposit                                   | : | 2.5% of final bill value  |
| <b>SCHEDULE 'F'</b>                                |   |   |
| Office Inviting Tender                             | : | Executive Engineer, Hydrology Division, Central Water Commission, Plot No R-81, TNHB colony, West Velachery, Chennai – 600042.  |
| <b>Definitions:</b>                                |   |   |
| Engineer-in-charge                                 | : | Asst. Director-II, Hydrology Division, CWC, Chennai   |
| Accepting Authority                                | : | Executive Engineer, Hydrology Division, CWC, Chennai  |
| Department   | : | Central Water Commission  |
| Clause 1   | : | Applicable  |
| Clause 2   | : |   |
| Authority for fixing compensation                  | : | Superintending Engineer, C&SRC, CWC, Bengaluru  |
| Clause 3   | : |   |
| Authority for determination of tender              | : | Executive Engineer, HD, CWC, Chennai  |
| Clause 3A  | : | Applicable  |
| Clause 11  | : | Applicable  |
| Clause 15  | : | Applicable  |
| Clause 16  | : | Applicable  |
| Clause 17  | : | Applicable  |
| Clause 19 (A – L)                                  | : | Applicable  |
| Clause 20  | : | Applicable  |
| Clause 23  | : | Applicable  |
| Clause 24  | : | Applicable  |
| Clause 25  | : | Applicable  |
| Clause 37  | : | Applicable  |
| Clause 38  | : | Applicable  |
| Clause 39  | : | Applicable  |
| <b>Note: All other clauses are not applicable.</b> |   |   |

**STATEMENT ON EXECUTION OF SIMILAR WORKS – Mandatory submission**

| <b>Order placed by [Full address of the purchaser]</b> | <b>Order No. and Date</b> | <b>Order Value</b> | <b>Has the work been completed satisfactorily within the stipulated time?</b> | <b>Contact person along with telephone, mobile number, fax, and E-mail address of the purchaser</b> |
|--|---------------------------|--------------------|---|---|
|  |                           |                    |   |   |
|  |                           |                    |   |   |
|  |                           |                    |   |   |
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|  |                           |                    |   |   |
|  |                           |                    |   |   |

**Signature and Seal of the Bidder**

### **FORMAT OF DECLARATION**

**(To be mandatorily submitted on Letterhead)**

I/We Mr./Ms. ....aged about .....years, working as  
.....  
(name and address of the bidding agency).

I solemnly affirm and state as under:

- That I am working as .....and authorized to sign this declaration.
- That the firm has not abandoned or suspended any contract work of any organization/ department so far/ during the previous three financial years.
- That the firm has not been blacklisted/ debarred for competing in tenders by any organization/ department so far/ during the previous three financial years.
- I solemnly confirm that the facts stated above are true and nothing has been concealed.

**Seal and Signature of Bidder**

### Checklist for BIDDERS

BIDDERS to indicate whether the following are enclosed/mentioned by striking out the non- relevant option and the relevant technical bid documents should be in order.

| S. No | Documents            | Content   | Whether Document Attached |
|-------|----------------------|---|---------------------------|
| 1     | <b>Technical Bid</b> | Self-Attested copy of GST & PAN Number  |                           |
| 2     |                      | Copy of Balance Sheet, profit & loss, income tax return for last three FY   |                           |
| 3     |                      | Registration copy of the firm   |                           |
| 4     |                      | Statement on execution of similar works with supporting documents   |                           |
| 5     |                      | Form of Declaration   |                           |
| 6     |                      | Performance Guarantee Form  |                           |
| 7     |                      | Eligibility Declaration   |                           |
| 8     |                      | Earnest Money Deposit<br><b>In case of exemption from submission of EMD, proof of registration with NSIC/MSME</b> |                           |
| 1     | <b>Financial Bid</b> | Price bid   |                           |

**Seal and Signature of Bidder**

### **CONTRACT / AGREEMENT FORM**

This contract made on the day of .....between the President of India acting through **Executive Engineer, Central Water Commission, Hydrology Division**, "NEERVALAM", R-81, TNHB colony, West Velachery, Chennai – 600042, under Ministry of Water Resources, River Development & Ganga Rejuvenation, Government of India (hereinafter called "the Employer"), and ..... (hereinafter called "the Contractor").

Whereas the Employer is desirous that the Contractor executes the work of "**MANUFACTURING AND SUPPLY OF RETRO REFLECTIVE SIGN BOARDS & DIRECTION BOARD FOR SITE OFFICES & SITES (H.O & TELEMTRY) UNDER PALAR PONNAIYAR SUB DIVISION, CWC, CHENNAI & DIRECTION BOARD FOR NEERVALAM COMPLEX, CWC, CHENNAI**" at Central Water Commission/Chennai in response to the Tender No. **3/HD/HQS/NIT/2022/**; **dated 28/06/2022** and the Employer has accepted the BID by the Contractor at a contract price of **Rs.**  
.....

I/We have read and examined the notice inviting tender, schedule A, B, C, D, E & F, General rules and Directions of the contract, GCC clauses of CPWD, prevailing labour laws and other documents and rules referred to in the conditions of contract an all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz schedule of quantities and in accordance in all respect with the specifications referred to in Rule – 1 of General Rules and Directions of the contract as applicable.

I/We hereby declare that I/We shall treat the tender documents and other documents and records connected with the work as secret / confidential documents and shall not communicate information derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the President of India and the same may at the discretion of the competent authority be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me / us under this contract or otherwise.

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer for Renovation of Civil Works in conformity in all aspects with the provisions of the contract.

The Employer hereby covenants to pay the Contractor in consideration for Renovation of Civil Works at the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

The following documents shall be deemed to form and be read and construed as part of this contract

- Notice Inviting Tender with terms and conditions
- Issue of notice to proceed with the works
- Agreement form
- Schedule of work
- Performance Guarantee

Signature of the Contractor:

For & on behalf of the President of India

Witness:

Witness:

## TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

To,  
The Executive Engineer,  
Hydrology Division,  
Central Water Commission,  
Chennai.

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No: 3/HD/HQS/NIT/2022/**

**DATED: 28/06/2022**

Name of Tender / Work: **Manufacturing and Supply of Retro Reflective Sign Boards & Direction boards for Site Offices & Sites (H.O. & Telemetry) under Palar Ponnaiyar Sub Division, CWC, Chennai and Direction board for Neervalam Complex,CWC, Chennai**

Dear Sir,

1. I/ We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the web \_\_\_\_\_ site(s) \_\_\_\_\_ namely: \_\_\_\_\_ as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the tender document of above-mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby to the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your Division/ Organization, if any, too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found to be violated, your Division/ Organization shall be at liberty to reject this tender/bid and the Purchaser shall without prejudice to any other right or remedy, be at liberty to debar the bidder for a period of 05 (five) years starting from the date of notification of this tender. We shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

## PERFORMANCE GUARANTEE FORM

To

The President of India

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (hereinafter called as "the Supplier") has undertaken, in pursuance of Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ to **Manufacturing and Supply of Retro Reflective Sign Boards & Direction boards for Site Offices & Sites (H.O. & Telemetry) under Palar Ponnaiyar Sub Division, CWC, Chennai and Direction board for Neervalam Complex, CWC, Chennai** (hereinafter called as "the contract");

AND WHEREAS it has been stipulated, *inter-alia*, in the said contract that the supplier shall furnish you with a Performance Guarantee (hereinafter called as "Guarantee") by a Scheduled Commercial Bank for the sum specified therein as performance security for compliance with its obligations in accordance with the contract.

AND WHEREAS WE \_\_\_\_\_ (indicate the name and address and other particulars of the Bank) (hereinafter called as 'the Bank') at the request of the Supplier hereby irrevocably and unconditionally Guarantee to you to pay the sum of an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any failure in its performance obligation by the Supplier as per the contract.

NOW, THEREFORE, WE hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of \_\_\_\_\_ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without any demur, protest, contest, cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid until the \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_.

(Signature of the authorized officer of the Bank)

\_\_\_\_\_

Name and designation of the officer

\_\_\_\_\_

\_\_\_\_\_

Seal, name & address of the Bank and address of the Branch

## **ELIGIBILITY DECLARATION**

(To be submitted as part of technical bid) (On Company Letter-head)

(Along with supporting documents, if any)

Tender No: **3/HD/HQS/NIT/2022/**

**Dated: 28/06/2022**

Tender Title: **Manufacturing and Supply of Retro Reflective Sign Boards & Direction boards for Site Offices & Sites (H.O. & Telemetry) under Palar Ponnaiyar Sub Division, CWC, Chennai and Direction board for Neervalam Complex, CWC, Chennai**

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

*Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.]*

### **Eligibility Declarations**

*(Please tick appropriate boxes or cross out any declaration not applicable to the bidder)*

We hereby confirm that we comply with all the stipulations of NIT and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

- 1) Legal Entity of Bidder:
- 2) Bidder/ Agent Status
- 3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
  - (a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
  - (c) (Including our Contractors/ Subcontractors for any part of the contract):
    - i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or
    - ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
  - (d) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.

- (e) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
- (f) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- 4) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:
- “We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:*
- a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*
- 5) MSME Status
- Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:
- a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:.....
- b) We attach herewith, Udyam Registration Certificate with the Udyam Registration Number as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....
- 6) Start-up Status
- we confirm that we are/ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.
- 7) Make in India Status
- Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

|                               |  |
|-------------------------------|--|
| Local Content and % age       |  |
| Location(s) of value addition |  |

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

- ☐ Class-I Local Supplier/  
☐ Class-II Local Supplier/  
☐ Non-Local Supplier.

b) We also declare that

- ☐ There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Services, or  
☐ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Services.

- 8) Self-declaration by Indian Agents of Foreign principals
- 9) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted as part of Form 1.3 annexed herewith.
- 10) Agency Agreement shall be submitted with Form 1.3. It shall cover
- the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and
  - any payment the agent or associate receives in India or abroad from the foreign principal, whether a commission or a general retainer fee.
  - Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 1.3 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).
  - The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed in Form 1.3.
  - Confirmation is given in Form 1.3 herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in equivalent Indian Rupees on satisfactory completion of the Project or delivery of Services.

11) Penalties for false declaration or misleading declarations

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....

(Signature with date)

..... (Name

and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[name & address of Bidder and seal of company]

**(Schedule – F) PROFORMA FOR FINANCIAL BID**  
**(Indicative format. Bidders has to quote their rates through BoQ generated in CPP portal)**

| Sl. No. | Particulars   | Unit | Qty | Rate (Rs.) | Amount (Rs.) | GST (Rs.) | Total (Rs.) |
|---------|---|------|-----|------------|--------------|-----------|-------------|
| 1       | Manufacturing and supplying retro reflective sign boards made up of 2 mm thick aluminium sheet, face to be fully covered with high intensity encapsulated type heat activated retro reflective sheeting conforming to type - IV of ASTM-D 4956-01 in blue and silver white or other colour combination including subject matter, message (bi-lingual), symbols and borders etc. as per IRC ; 67:2001, pasted on substrate by an adhesive backing which shall be activated by applying heat and pressure conforming to class -2 of ASTM-D-4956-01 and fixing the same with suitable sized aluminium alloy rivets @ 20 cm c/c to back support frame of M.S. angle iron of size 25x25x3 mm along with theft resistant measures, mounted and fixed with a vertical post made up to M.S. Tee section ISMT 50x50x5 mm and including making holes in pipes, angles flats, providing & fixing M.S. message plate of required size, steel work to be painted with two or more coats of synthetic enamel paint of required shade and of approved brand & manufacture over priming coat of zinc chromate yellow primer (vertical MS-Tee support to be painted in black and white colours). Backside of aluminium sheet to be painted with two or more coats of epoxy paint over and including appropriate priming coat including all leads and lifts etc. complete as per drawing , specification and direction of Engineer-in-charge. |      |     |            |              |           |             |
| 1.1     | Informatory rectangular sign boards of (0.910m x0.609 m (3.0' x 2.0') with single M.S Tee section ISMT 50x50x5 mm of support length of 2350 mm for site office  | Nos. | 19  |            |              |           |             |
| 1.2     | Informatory rectangular sign boards of (0.910m x0.609 m (3.0' x 2.0') with single M.S Tee section ISMT 50x50x5 mm of support length of 2350 mm for H.O. site  | Nos. | 19  |            |              |           |             |
| 1.3     | Informatory rectangular Direction boards of 0.457m x0.274m (1.5' x 0.9') with single M.S Tee section ISMT 50x50x5 mm of support length of 2350 mm for Site office   | Nos. | 19  |            |              |           |             |
| 1.4     | Informatory rectangular Direction boards of 0.457m x0.274m (1.5' x 0.9') with single M.S Tee section ISMT 50x50x5 mm of support length of 2350 mm for H.O. Site   | Nos  | 25  |            |              |           |             |
| 1.5     | Informatory rectangular sign boards for Telemetry ( of 0.609m x0.304 m (2.0' x 1.0')  | Nos  | 7   |            |              |           |             |
| 2.0     | Informatory rectangular Direction boards of (0.910m x0.609 m (3.0' x 2.0') with Single M.S Tee section ISMT 50x50x5 mm of support length of 2350 mm for Neervalam Complex, HD, CWC, Chennai   | Nos  | 3   |            |              |           |             |
| 3.0     | Transportation charges for supplying of sign boards and direction boards at locations given in Table A  | Job  | 1   |            |              |           |             |

**SAMPLE DESIGN OF SIGN BOARD AND DIRECTION BOARD FOR SITE AND SITE OFFICE**

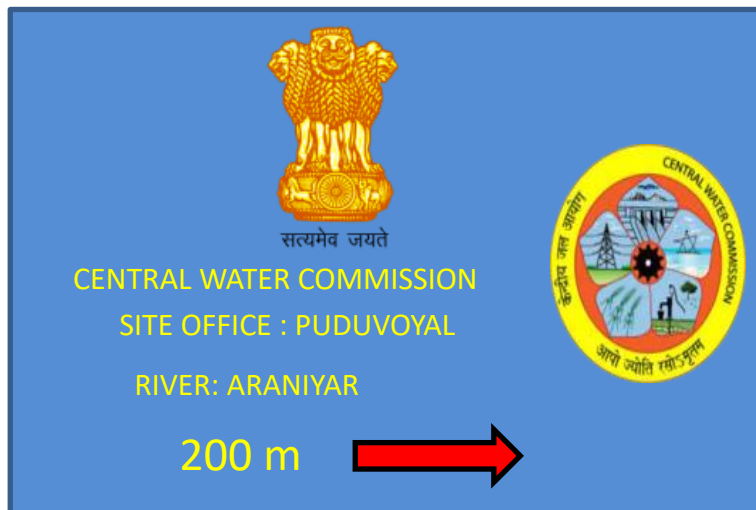
**Figure:1 DESIGN OF SIGN BOARD FOR SITE OFFICE (SIZE: 3'X2')**



**Figure:2 DESIGN OF SIGN BOARD FOR SITE (SIZE: 3'X2')**



**Figure:3 DESIGN OF Direction Board (2.0'x1.5')**



**Figure:4 DESIGN OF Direction Board (2.0'x1.5')**

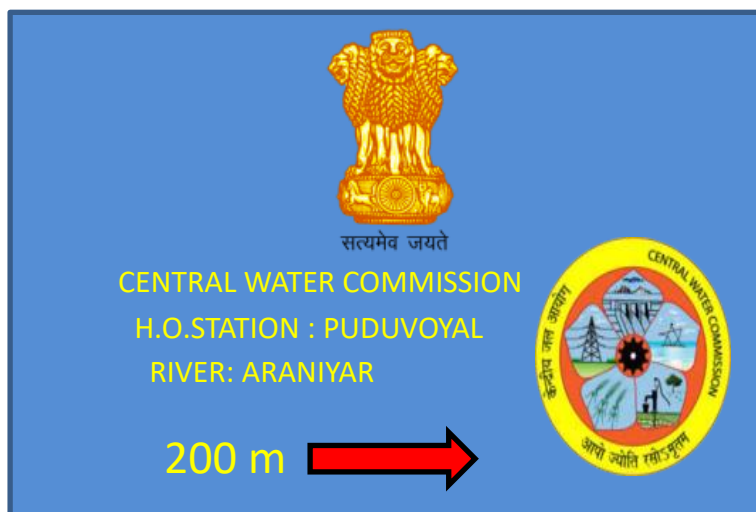


Figure:5 Telemetry Sign Board (2'x1')



Figure 6 : DESIGN OF DIRECTION BOARD TO NEERVALAM OFFICE (SIZE: 3'X2')



**Table A: Description of Display / Sign Board**

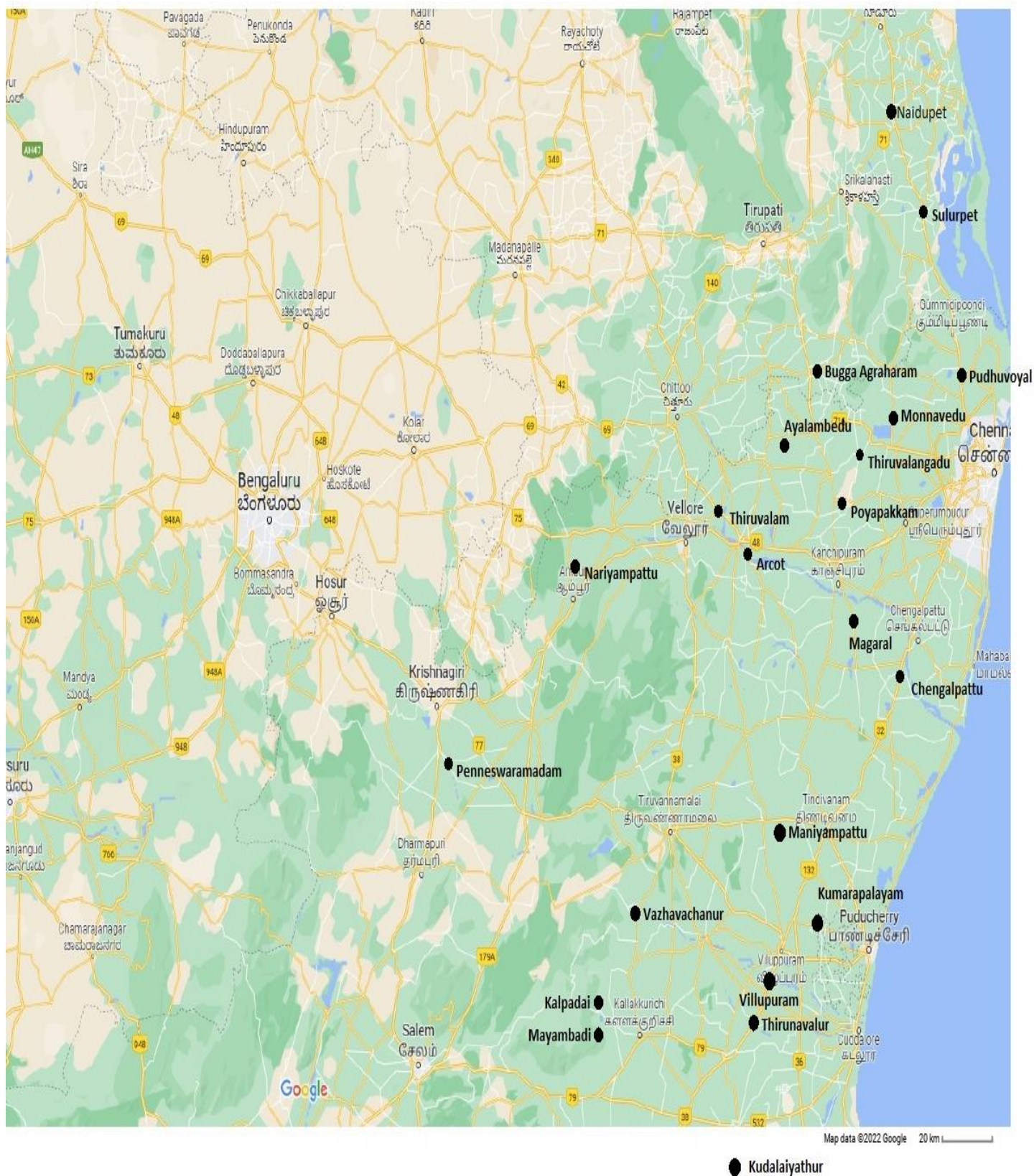
**Description of Direction/Sign Boards**

| Sl.No | Sample Figure                         | Size                         | Qty | Location/office Name to be | Pin code |
|-------|---------------------------------------|------------------------------|-----|----------------------------|----------|
| A.    | Sign Board for Site Office & H.O.site |                              |     |                            |          |
| 1     | Fig.No.1 & 2                          | 3'x2'<br>(0.910mx0.609m)     | 1   | Villupuram                 | 607101   |
| 2     |                                       |                              | 1   | Magaral                    | 631603   |
| 3     |                                       |                              | 1   | Chengalpattu               | 603111   |
| 4     |                                       |                              | 1   | Naidupet                   | 524126   |
| 5     |                                       |                              | 1   | Vazhavachanur              | 606753   |
| 6     |                                       |                              | 1   | Arcot                      | 632503   |
| 7     |                                       |                              | 1   | Sulurpet                   | 524121   |
| 8     |                                       |                              | 1   | Kudalaiyathur              | 608702   |
| 9     |                                       |                              | 1   | Kumarapalayam              | 605502   |
| 10    |                                       |                              | 1   | Thirunavalur               | 607204   |
| 11    |                                       |                              | 1   | Mayambadi                  | 606201   |
| 12    |                                       |                              | 1   | Kalpadai                   | 606207   |
| 13    |                                       |                              | 1   | Thiruvalam                 | 632515   |
| 14    |                                       |                              | 1   | Penneswaramadam            | 635112   |
| 15    |                                       |                              | 1   | Pudhuoyal                  | 601206   |
| 16    |                                       |                              | 1   | Monnavedu                  | 602021   |
| 17    |                                       |                              | 1   | Nariyampattu               | 635808   |
| 18    |                                       |                              | 1   | Ayalambedu                 | 631102   |
| 19    |                                       |                              | 1   | Maniyampattu               | 604206   |
| B.    | Direction Board for Site Office       |                              |     |                            |          |
| 1     | Fig.No.3                              | 2.0'x1.5'<br>(0.609mx0.457m) | 1   | Villupuram                 | 607101   |
| 2     |                                       |                              | 1   | Magaral                    | 631603   |
| 3     |                                       |                              | 1   | Chengalpattu               | 603111   |
| 4     |                                       |                              | 1   | Naidupet                   | 524126   |
| 5     |                                       |                              | 1   | Vazhavachanur              | 606753   |
| 6     |                                       |                              | 1   | Arcot                      | 632503   |
| 7     |                                       |                              | 1   | Sulurpet                   | 524121   |
| 8     |                                       |                              | 1   | Kudalaiyathur              | 608702   |
| 9     |                                       |                              | 1   | Kumarapalayam              | 605502   |
| 10    |                                       |                              | 1   | Thirunavalur               | 607204   |
| 11    |                                       |                              | 1   | Mayambadi                  | 606201   |
| 12    |                                       |                              | 1   | Kalpadai                   | 606207   |
| 13    |                                       |                              | 1   | Thiruvalam                 | 632515   |
| 14    |                                       |                              | 1   | Penneswaramadam            | 635112   |
| 15    |                                       |                              | 1   | Pudhuoyal                  | 601206   |
| 16    |                                       |                              | 1   | Monnavedu                  | 602021   |
| 17    |                                       |                              | 1   | Nariyampattu               | 635808   |
| 18    |                                       |                              | 1   | Ayalambedu                 | 631102   |
| 19    |                                       |                              | 1   | Maniyampattu               | 604206   |

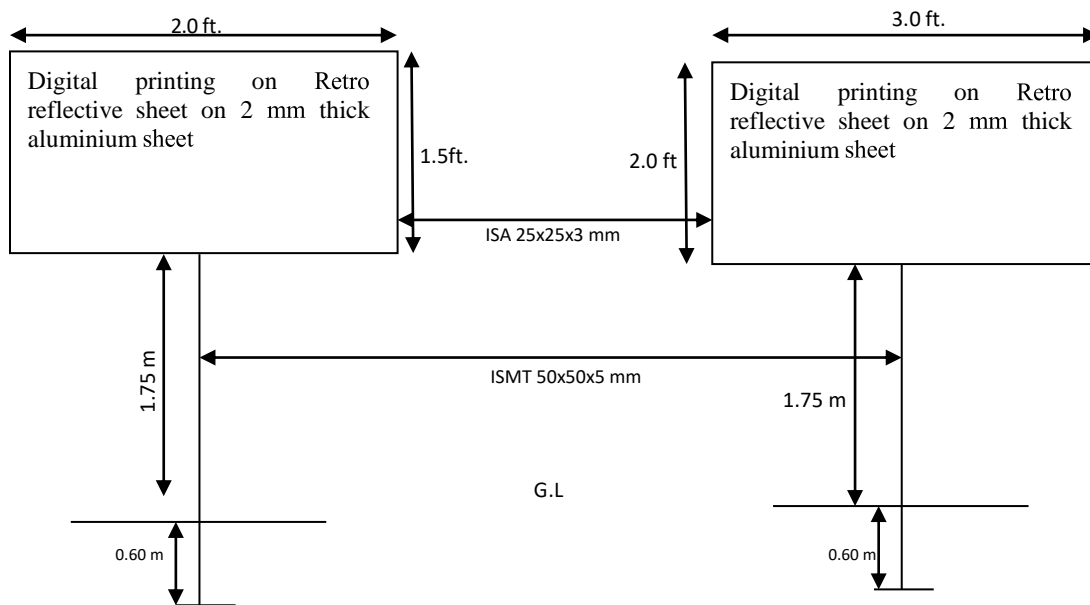
| <b>B. Direction Board for H.O.site</b> |                 |                              |   |                 |        |
|--|-----------------|------------------------------|---|-----------------|--------|
| 1                                      | <b>Fig.No.3</b> | 2.0'x1.5'<br>(0.609mx0.457m) | 1 | Magaral         | 631603 |
| 2                                      |                 |                              | 1 | Chengalpattu    | 603111 |
| 3                                      |                 |                              | 1 | Naidupet        | 524126 |
| 4                                      |                 |                              | 1 | Vazhavachanur   | 606753 |
| 5                                      |                 |                              | 2 | Arcot           | 632503 |
| 6                                      |                 |                              | 1 | Sulurpet        | 524121 |
| 7                                      |                 |                              | 1 | Kudalaiyathur   | 608702 |
| 8                                      |                 |                              | 1 | Kumarapalayam   | 605502 |
| 9                                      |                 |                              | 1 | Thirunavalur    | 607204 |
| 10                                     |                 |                              | 2 | Mayambadi       | 606201 |
| 11                                     |                 |                              | 2 | Kalpadai        | 606207 |
| 12                                     |                 |                              | 1 | Thiruvalam      | 632515 |
| 13                                     |                 |                              | 1 | Penneswaramadam | 635112 |
| 14                                     |                 |                              | 1 | Pudhuoyal       | 601206 |
| 15                                     |                 |                              | 2 | Monnavedu       | 602021 |
| 16                                     |                 |                              | 2 | Nariyampattu    | 635808 |
| 17                                     |                 |                              | 2 | Ayalambedu      | 631102 |
| 18                                     |                 |                              | 2 | Maniyampattu    | 604206 |

| C. | Sign Board for Telemetry            |                              |   |                 |        |  |
|----|-------------------------------------|------------------------------|---|-----------------|--------|--|
| 1  | Fig.No.5                            | 2.0'x1.0"<br>(0.609mx0.304m) | 1 | Mayambadi       | 606201 |  |
| 2  |                                     |                              | 1 | Kalpadai        | 606207 |  |
| 3  |                                     |                              | 1 | Penneswaramadam | 635112 |  |
| 4  |                                     |                              | 1 | Ayalambedu      | 631102 |  |
| 5  |                                     |                              | 1 | Poyapakkam      | 609114 |  |
| 6  |                                     |                              | 1 | Bugga Agraharam | 517590 |  |
| 7  |                                     |                              | 1 | Thiruvalangadu  | 631210 |  |
| D. | Direction Board to Neervalam Office |                              |   |                 |        |  |
| 1  | Fig.No.6                            | 3'x2' (0.910mx0.609m)        | 3 | Chennai         | 600042 |  |

## LOCATION MAP OF SITES UNDER PPSD, CWC, CHENNAI

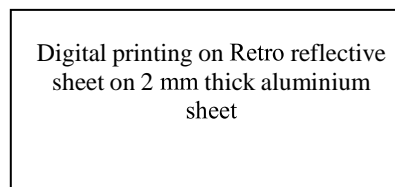


## DRAWING



Informatory rectangular Direction boards  
with single M.S Tee section ISMT  
50x50x5 mm of support length of 2350  
mm

Informatory rectangular sign boards with  
Single M.S Tee section ISMT 50x50x5 mm of  
support length of 2350 mm



Informatory sign boards for Telemetry without  
any M.S Tee section  
**(Size:2'X1')**

