

केन्द्रीय सूचना आयोग  
**CENTRAL INFORMATION COMMISSION**  
दूसरा तल,अगस्त क्रांति भवन/2<sup>nd</sup> Floor, August Kranti Bhawan,  
भीकाजी कामा प्लेस/Bhikaji Cama Place,  
नई दिल्ली-110 066/New Delhi-110 066

## **TENDER DOCUMENT**

**FOR**

**Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation of Office furniture, files, equipments and other materials of the Central Information Commission from August Kranti Bhawan, Bhikaji Cama Place, New Delhi and Old JNU Campus, Club Building, New Delhi to New Building at Baba Gang Nath Marg, Old JNU Campus, New Delhi**

**(File No. : 19/2/2017-CIC(GA))**

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## **NOTICE INVITING TENDER**

Sealed tenders are invited on behalf of the Central Information Commission, under Two-bid system (Technical bid and Financial bid) from reputed, eligible and qualified firms for the award of work of **Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation of Office furniture, files, equipments and other materials of the Central Information Commission from August Kranti Bhawan, Bhikaji Cama Place, New Delhi and Old JNU Campus, Club Building, New Delhi** to New Building at Baba Gang Nath Marg, Old JNU Campus, New Delhi as per schedule, specifications and as per the terms and conditions mentioned in this tender document.

<b>Name &amp; description of work</b>	<b>Work period</b>	<b>EMD (In Rs.)</b>	<b>Date of Pre Bid Meeting</b>	<b>Date of Submission &amp; opening</b>
“Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation of Office furniture, files, equipments and other materials of the Central Information Commission from August Kranti Bhawan, Bhikaji Cama Place, New Delhi and Old JNU Campus, Club Building, New Delhi to New Building at Baba Gang Nath Marg, Old JNU Campus, New Delhi”	As specified by the Commission	90,000	08/08/2017	18/08/17 up to 3:00 hrs. and opening on 18/08/17 at 03:30 hrs.

### **2.0 Sale of tender document**

- 2.1. The complete tender document is available on website of the Commission and CPP portal Tenderer will download tender document from website. The tender fees of Rs. 500/- should be paid through demand draft along with bid security. However during downloading of tender documents from website it will be the responsibility of applicants/ firms to ensure that complete tender document has been downloaded.

### **3.0 Submission of bids**

- 3.1. Under the two bid system, the bidders are required to submit their ‘Technical bid’ and ‘Financial bid’ separately. All the documents related to technical bid (i.e Eligibility criteria & Technical details) and financial bid should be put in two separate envelopes duly marked as ‘**Technical bid**’ and ‘**Financial bid**’ respectively. Both the envelopes shall then be sealed in one outer (main) envelope which should be super subscribed clearly with the name of work and the NIT reference number addressed to the Commission. The outer envelope shall contain the name and postal address of the tenderer with Phone/ Mobile/ Fax numbers and e-mail address, if any.

3.2. The 'Technical bid' should consist of the following documents:

- a. Application form along with documents relating to eligibility criterion (as per Annexure I to V)
- b. Bid Security(EMD)
- c. Tender fee Rs. 500/-
- d. Complete Tender Document duly signed and stamped

3.3. The 'Financial bid' should contain the following documents:

- a. Financial bid as per the prescribed format.

3.4. The last date for submission of bids duly complete in all respect is 18/08/2017 up to 03.00 hrs. The bid should be valid and open for acceptance for a period of 90 days from the date of opening the technical bid.

3.5. **Pre-bid meeting**

A pre-bid meeting with all the prospective bidders is schedule to be held on 08/08/2017 at 03.30 hours at, Central Information Commission, Bhikaji Cama Place, New Delhi. Interested applicants/ firms are invited to attend the same with a written statement of their query. Corrigendum/amendments etc., if any, will be notified only on the website and no separate advertisement will be made for the same. All prospective bidders are therefore advised to regularly visit the website (i.e.www.cic.gov.in) for any future information or update.

**4.0 Opening of Technical bid.**

4.1. Technical bid of all tenderers shall be opened on 18/08/2017 at 03.00 hrs at, Central Information Commission, Bhikaji Cama Place, New Delhi in the presence of tenderers or their authorized representative.

**5.0 Evaluation of Technical bid**

5.1. Screening of pre-qualification documents

5.1.1. At this stage the bid will be evaluated for compliance with the minimum pre-qualification criteria as listed in the tender . The screening will be done purely on the basis of documentary evidence submitted by the tenderer along with his technical bid.

5.1.2. The decision of Bid Evaluation Committee as regards to the evaluation of bids will be final and no correspondence will be entertained in this regard.

5.2. Final short-list

5.2.1. The name of firms who qualify the technical bid will be included in the 'Final short list' and will become eligible for opening of their Financial bid.

## **6.0 Opening of Financial bid**

- 6.1. The Financial bid of final short listed bidders only will be opened at a date and time to be decided by the competent authority and will be communicated to the concerned parties.

## **7.0 Evaluation of Financial bid and award of work**

- 7.1. The work will be awarded to the tenderer whose bid has been determined to be eligible and to be substantially responsive to the tender documents and who has offered the lowest evaluated bid.

**Note:** Corrigendum/amendments etc., if any, will be notified only on the website and no separate advertisement will be made for the same. All prospective bidders are therefore advised to regularly visit the website (i.e. [www.cic.gov.in](http://www.cic.gov.in)) for any future information or update.

## **Terms and conditions**

1. The interested firms may submit their bids for the above mentioned work at the Room no. 301, Dy. Secretary (GA), Central Information Commission, August Kranti Bhawan, Bhikaji Cama Place, New Delhi in a sealed envelope super scribed “Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation of Office furniture, files, equipments and other materials of the Central Information Commission from August Kranti Bhawan, Bhikaji Cama Place, New Delhi and Old JNU Campus, Club Building, New Delhi to New Building at Baba Gang Nath Marg, Old JNU Campus, New Delhi” along with bank demand draft for Rs 90,000 (Rs. Ninety thousand Only) as Earnest money deposited payable to , PAO, CAT, New Delhi. The tender received unsealed, without requisite EMD and received after due date are liable to be rejected.
2. **SCOPE OF WORK:** - The scope of work covered under this tender shall include Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation of Office furniture, files, equipments and other materials of the Central Information Commission from August Kranti Bhawan, Bhikaji Cama Place, New Delhi and Old JNU Campus, Club Building, New Delhi to New Building at Baba Gang Nath Marg, Old JNU Campus, New Delhi. The indicative details of such items are enclosed at Annexure I-III. Interested Agency should visit the sites of the present locations to assess the exact nature of requirements before submitting their quotes.
3. **Responsibility of the Tenderer**
  - a) Packing and unpacking of Office furniture, files, equipments and other materials of the Central Information Commission, as per instructions of the respective site in-charge.
  - b) Transport arrangement with deployment of suitable vehicles/under container trucks during days of Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation including adequate labour and supervisor as required.

- c) Experienced Labours as required to handle sophisticated and sensitive equipments.
- d) Special and sophisticated support machinery such as hydraulic, chain pulley cranes and other machinery, if required, for loading and unloading, transfer of heavy equipment's and trouble free installation at the required site, as per the instructions of the respective site in-charge.
- e) The goods to be wrapped with ballooning paper, HM Laminated Foams, corrugated Sheets, Thermocol sheets, air bubble wrapping material, water proof, moisture free, wherever is required so that the goods can easily overcome jerks while Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation and are delivered to the destination without any scratch, damage, breakage etc.
- f) While re-location of the office goods & other equipment and loading equipment, instruments etc., agency should ensure that all equipment's, files, furniture & other equipment are moved and set up on scheduled date, time and place.
- g) Place the equipment in position at designated location as directed by representative of the Commission.
- h) Arrangement of thread, ropes, adhesive sticky tapes etc. wherever required
- i) The firm will measure the dimensions of all large items and make the design on floor plans where the same shall be shifted in consultation with the Commission.
- j) Dismantling and re-installation, if any, will be done by successful bidder after receiving work order.
- k) A detailed schedule will be given by the Commission one week prior to actual shifting. Successful bidder will make all logistic arrangement and submit a detailed plan to the Commission before shifting.
- l) Tentative date for shifting will be after mid October, 2017, however actual date(s) will be communicated one week before shifting.

**4. The tenderer should submit the Tender Form along with the following documents:**

- a) Original Tender including Notice inviting Tender, Original terms and conditions of tender document duly signed by the authorized signatory on each page along with the seal of the firm.
- b) Duly filled and signed Submission Form (Annexure I-VIII).
- c) Client Performance & Satisfaction Report. Tenderer should give the documentary proof of experience in providing successful packing, Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation & re-location Services in Central/State Government Department(including Public-sector companies / Undertaking / Autonomous bodies) / Leading Corporate offices / Larger Pvt. Companies .
- d) EMD (Earnest money deposit of Rs.90,000) Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks.
- e) Valid Registration no. of the Firm/company(attach attested copy of the Certificate)
- f) Valid PAN No. of the Company/firm (attach attested copy of the PAN card) and GST No. (Attach attested copy of the certificate).
- g) Certificate to muster minimum 10 trucks in Delhi.

5. All the documents pertaining to the Firm/company submitted by the tenderer should bear the name and Address, as recorded in the Tender Form. In case of any variation, it should be specifically clarified, as to whether the changes have been duly notified to the respective Authority and proof of acceptance by the Authority must be attached with the respective document submitted by the tenderer.

**Rates and Payments:**

- a) The rates of the Agency shall include cost of all materials, labour, machinery and all taxes and any other inputs involved in the execution. No extra amount shall be paid from the quoted amount, unless clearly specified otherwise.
  - b) In case Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation to items upper floors is not possible through lift, Agency shall make its own arrangement for Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation manually or by any other means like staging, hydraulic lift etc. Nothing extra shall be paid on this account.
  - c) Only quoted rates in whole rupees shall be considered. Rates quoted in percentage terms will not be considered. Where the rates quoted by the Agency in figures and in words don't tally, in that event the rates quoted in the words shall be considered as correct and final.
  - d) No advance payments will be considered. The Agency/Agency should submit final bill in triplicate for payment quoting PAN No. and GST No. on the body of the bill. Tax will be deducted as per statutory provisions. The payment shall be made after successful completion of work.
  - e) The bidder may consider transit insurance coverage for covering carrier risk charges towards damage of items. The firm shall make proper security/inspection before quoting the rates. The quoted rates shall be deemed to be inclusive of this insurance coverage, if any.
6. Interested Agencies should visit the sites of the present locations to assess the exact nature of requirements before submitting their quotes.
  7. Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation process and schedule will be supervised & monitored through the designated officer which includes Dismantling, Packing & Loading and further unpacking, Un-loading, re-installation and relocation, The designated officer will supervise, instruct & Guide the agency about picking of desired items from existing building & Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation of the same.
  8. The agency shall arrange to shift the items from the designated area to' the new area within the date of intimation given to them. The Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation then shall be carried out as per schedule intimated. In case of default, Penalty @ Rs 5,000/- per day will be imposed on the agency. In the event of continued default for 7 days, the Commission may at its discretion cancel the contract. In the event of cancellation of contract, the Commission reserves the right to forfeit the performance or guarantee submitted by the Agency without any notice.

9. The Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation has to be done carefully so that no damages are occurred, however, otherwise, liquidated damages will be recovered out of the payments.
10. The Agency will be solely responsible for safe & secure transit of Goods to the satisfaction of the Commission. In event of any damages, the loss will be charged by the Commission in any other manner as deemed fit by the Commission.
11. The agency shall indemnify against all losses it has suffered during any accident/incident during the execution of this job.
12. The Agency is required to take all safety and security measures of men and materials involved in the Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation process.
13. Any time after award of work, the Commission may abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Agency shall have no claim to any payment of compensation or otherwise whatsoever.
14. During execution of the works the entire premises have to be kept clean and free from any obstructions, all the debris and surplus materials shall be removed from the work site as soon as works are completed.
15. The total work has to be completed in phases and preferably during hours intimated by the Commission, agency has to arrange number of vehicles, labour, packing material etc. accordingly. The successful tenderer has to make agreement on Rs.100 Stamp Paper agreeing all the terms and conditions of tender document at its own cost.
16. In all matters, the orders/interpretation of the Competent Authority of the Commission shall be final & binding on the Agency.
17. In case of non-compliance of any of the clause/terms, the Commission will have the right to impose penalty as deemed fit, and engage new Agencies, and also forfeit the Performance Guarantee in full or in part.
18. The successful bidder shall have to deposit @10% of total value of work order as Security Deposit/Performance Guarantee at the time of award of contract which shall remain valid for the entire period of the engagement and no interest shall be paid upon the same.
19. The Commission reserves the right to terminate the contract at anytime without assigning any reason and also to refuse services of any contract worker of the firm without assigning any reasons.

**Date :- 28-07-2017**

**S K Rabbani**  
**Deputy Secretary (GA)**  
**Tel No.26717352**



**(INSTRUCTIONS TO BIDDERS)**

## INSTRUCTIONS TO BIDDERS

- I. The Tenderer should sign and stamp each page of the tender documents.
- II. The Tenderer may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is however, advised not to furnish superfluous information. No information shall be entertained after submission of tender documents unless it is called for by the Commission.
- III. Any information furnished by the Tenderer found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in Commission.
- IV. Any variation in the terms and conditions of the general/special conditions for payment, tender fees, security deposit, etc. is not acceptable to the Commission and such tenders will be rejected straight away.
- V. The Commission reserves the right to award the contract in full or in part as per the decision of the competent authority.
- VI. The Commission is not responsible for any postal delay in receipt of the application / receipt of tender documents etc. It is the responsibility of tenderer to make sure that the tender is received in time.
- VII. The Agency has to inform contact no. and the person to be contacted in case of any query.
- VIII. The tenderer shall attach the copy of PAN Card and GST No.
- IX. Acceptance of tender shall rest with the Commission which shall not be bound to accept the lowest tender and reserves to itself the right to reject any or all tenders received without assigning any reasons therefore.
- X. Incomplete tenders are liable to be rejected.
- XI. Any bid received by the Commission after the deadline for submission of bids will be rejected and/or returned to the tenderer.
- XII. Tentative list of types of items for August Kranti Bhawan, New Delhi and Old JNU Campus CIC Building, New Delhi is attached at Annexure (V). However tenderer will make list after inspection of these offices.

**Date :- 28-07-2017**

**S K Rabbani**  
**Deputy Secretary (GA)**

Signature of tenderer with Seal & Date

**(GENERAL CONDITIONS OF CONTRACT)**

## **GENERAL CONDITIONS OF CONTRACT**

### **1.0 CONTRACT DOCUMENT**

- 1.1 The terms 'Contract document' means the Notice Inviting Tender, Tender form, Instructions to bidders, Special Conditions, General Conditions of Contract and Financial bid.
- 1.2 The Agency shall mean the sole proprietor, or firm or company whether incorporated or not, undertaking the works and shall include the legal representative or such individual successors, heirs, administrators or assignees of such sole proprietor, firm or company, as the case may be or the persons composing such firm or company of the successors of such firm or company and the permitted assignees of such individual or firms or company.
- 1.3 Designated officer of the Commission shall supervise and shall be in charge of the work, and issue necessary instructions at site, on behalf of the Central Information Commission.
- 2.0 Agency shall strictly conform to the price schedule, general and special terms and conditions, if any, and any other matter contained in the tender documents issued by the Commission.

### **3.0 The Bid Security (Earnest Money) and Performance Security are as follows:**

- A) Bid Security (Earnest Money Deposit) : Rs.90,000
- B) Performance Security: 10% of the total value of work order.

### **4.0 BID SECURITY ( EARNEST MONEY DEPOSIT)**

- 4.1. Earnest money along with the tender will be accepted only in the form of demand draft drawn in favour of "PAO, CAT, New Delhi" drawn on any commercial bank. The demand draft shall be payable at New Delhi.
- 4.2. The bid securities of unsuccessful tenderer will be returned as promptly as possible but not later than 90 days after the expiry of the period of bid validity prescribed by the Commission.
- 4.3. The bid Security of the successful bidder will be returned upon the tenderer executing the work and furnishing the required Performance Security.
- 4.4. Withdrawal or modification of offer by the tenderer during the interval between the deadline for submission of bids and expiry of the period of bid validity will not be permitted and will result in the forfeiture of its bid security.

## **5.0 PERFORMANCE SECURITY**

- 5.1. The Agency will be required to furnish performance security as per prescribed format for an amount equal to 10% of the estimated value of the work in the form of CDR/FDR/DD/bank guarantee (of commercial bank in a standard format) within one week from the date of signing/execution of a work agreement. The performance security should remain valid for a minimum period of one year claim period from the date of execution of work agreement.
- 5.2. The performance security will be released after 30 days after completion of work subject to satisfactory fulfillment of its obligations by the Agency under the work.
- 5.3. Failure of the successful Agency to lodge the required Bank Guarantee shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security, in which event the may make the Award to the next lowest evaluated tenderer or, if there are no other tenderer, call for new bids.
- 5.4. In the event of breach of contract by the Agency, the performance security will liable to be forfeited by the Commission.

## **6.0 TIME FOR COMPLETION OF WORKS**

- 6.1. All the work orders placed under this work will have to be delivered and installed at site within a period duly specified by the Commission.

## **7.0 TIME AND EXTENSION FOR DELAY**

- 7.1. If in the opinion of the Officer the works is delayed by:
  - a. Force majeure.
  - b. Reasons of civil commotion, location combination of workers on strike or lock-out affecting any of the building trades.
  - c. In consequence of the Agency for not having received in due time necessary instructions from the Officer for which he shall have specifically applied in writing.
  - d. Reasons of Officer instruction

The Officer shall make a fair and reasonable extension of time for completion of the contract works. Then upon the happenings of any such event causing delay, the Agency shall immediately give notice thereof in writing to the in- charge of the Commission but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Officer to proceed with the works.

- 7.2. Request for rescheduling of date of completion and extension of time, to be eligible for consideration, shall be made by the Agency in writing immediately after the happenings of the event causing delay. The Agency may also, if practicable, indicate in such a request the period for which extension is desired.

7.3. In such case, the Officer may give a fair and reasonable extension of time and reschedule the completion date. Such extension shall be communicated to the Agency by the Officer in writing within 1 week of the date of receipt of such a request. Non-application by the Agency for extension of time shall not be a bar for giving a fair and reasonable extension by Officer and this shall be binding on the Agency.

#### **8.0 COMPENSATION FOR DELAY**

Time is the essence of the contract. The time allowed for the work shall be strictly followed otherwise the Agency shall be liable to pay compensation at the rate of 0.5 % of the ordered value of the work per day of delay on the part of the Agency subject to a maximum of 5 % of the total ordered value. The decision of Officer about the delay shall be final and binding.

#### **9.0 CO-ORDINATION**

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the Agency. Proper co-ordination with other agencies will be Agency's responsibility. In case of any dispute the decision of the Commission shall be final & binding on the Agency.

#### **10.0 CLEARANCE OF SITE**

The Agency shall have to remove all waste (Melba) and other unwanted material from site of work before handing over the installation to the Commission. The work shall not be treated as complete in all respects unless these requirements are fulfilled by him. In the event of Agency failing to do so, the Commission shall have right to get the site cleared at the cost of Agency.

#### **11.0 COMPLIANCE WITH LABOUR LAWS AND OTHER LAWS**

The Agency shall abide by the Contract Labour, (Regulation and Abolition) Act 1970, and Contract Labour (Abolition and Regulation) Central rules 1971. The Agency shall comply with the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, and Workmen's Compensation Act 1923, Industrial Disputes Act and other applicable regulations and other labour laws applicable to Contract Labour.

In case, any liability arises for payment of any amount to any third party due to non-observance of any of the applicable laws on the Commission, the same will be adjusted from any future payment due payable to the Agency or from performance security available with the Commission.

**12.0 SAFETY CODE, LABOUR CAMPS SANITARY ARRANGEMENTS**

The Agency shall follow the Safety Code and Model Rules for the Protection of health and Sanitary arrangement for Workers as prescribed by the CPWD as regard to safety code and first aid facilities. In case, the Agency fails to make the aforesaid arrangement, the Commission shall be entitled to do so at the risk, responsibility and cost of the Agency. Deterrent and penal and legal action shall be taken in the event of any failure on the part of the Agency to discharge the safety obligations which are laid down in the contract.

**13.0 PAYMENT OF WAGES BY THE AGENCY**

The Agency shall directly pay to labour employed by him and shall be solely responsible for following all Laws, rules and regulations applicable for such employment.

**14.0 REMOVAL OF PERSON**

The Officer may require the Agency to remove from the site of the work any person or persons in the Agency's employment who may be found to be incompetent or due to misconduct and the Agency shall forthwith comply with such requirement / instructions.

**15.0 WATCH AND WARD**

The Agency shall be responsible for watch and ward of all the works, Furniture Items and various materials till complete handing over the works / Furniture and equipments Items to the Commission.

**16.0 LIEN IN RESPECT OF CLAIM IN OTHER CONTRACTS**

Any Sum of money due and payable to the Agency (including the security deposit refundable to him) under the contract may be withheld or retained by way of lien by the in respect of payment of a Sum of money arising out of or under any other contract made by the Agency with the Commission. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the will be kept withheld or retained as such by the or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the Agency shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Agency.

**17.0 OTHER CONDITIONS**

- 17.1.** No advance/part payment will be made. Payment will be made on completion of the work as per orders issued.
- 17.2.** The submission of tender shall be deemed to be an admission on the part of the bidder that it has fully acquainted with the contract terms and no claim other than what is stated in the tender shall be paid in the event of award of contract.
- 17.3.** The staff to be engaged on this work shall have full knowledge and experience of the work in which they are engaged.
- 17.4.** No subletting or subcontracting of the work will be permitted.
- 17.5.** The Tenderer should have competent personnel stationed in the office in Delhi/NCR. The office in Delhi/NCR must also stock spares for providing prompt services during the Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation and thereafter if required. A proof to this effect must also be furnished.

**Date :- 28-07-2017**

**S K Rabbani  
Deputy Secretary (GA)**



**(SPECIAL CONDITIONS OF CONTRACT)**

## **SPECIAL CONDITIONS OF CONTRACT**

### **1.0 PRICES**

- 1.1 Tenderers price shall be deemed to include cost of all materials, tools and tackles, taxes, delivery charges etc. whether specifically mentioned or not. The tenderer shall also include in his price all taxes, which are legally leviable on the execution of work. The prices will remain firm & fixed during the currency of work. However in case of any statutory variation in Taxes/Duties after the last date of submission of Tender, the same shall be adjusted.

### **2.0 DEVIATION / VARIATION / EXTRA ITEMS / SUBSTITUTE ITEMS AND PRICING**

#### **2.1 GENERAL**

The Officer shall have power to make alteration in the Commissions from additions to or substitutions from the original quantity and instructions that may appear to him to be necessary or advisable during the progress of the work. The Agency shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Officer and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the Agency may be directed to do in the manner specified above as part of the works, shall be carried out by the Agency on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

### **3.0 OTHER CONDITION TO B E ADHERED BY TENDERER**

- 3.1 The work is to be carried out as per the specifications in the tender. The Tenderer shall clear the site after completion of work in all respect.
- 3.2 The Agency shall comply with safety codes for Fire precaution, health requirement, scaffolds & ladders etc.
- 3.3 All dismantled material shall be handed over to the site in-charge and stored at proper place.
- 3.4 The Agency shall be fully responsible for safety of his workers and in case of any accident / mishap the entire responsibility shall be on the Agency
- 3.5 The work shall be executed without any loss / damage to the properties.
- 3.6 Wherever springs are required the tenderers should supply this furniture and equipments with Heavy Duty springs of desired thickness.

#### **4.0 INTERPRETATION**

**In interpretation of specifications, the following orders shall be as followed:-**

- a) Technical Specification
- b) Special Conditions of contracts
- c) General condition of contract.

#### **4.1 TERMINATION**

The Commission shall have the right to terminate this Contract in part or in a full in any of the following cases:-

- 4.1.1 The delivery of the material is delayed for causes not attributable to Force Majeure after the schedules date of delivery.
- 4.1.2 The Agency is declared bankrupt or becomes insolvent.
- 4.1.3 The delivery of material is delayed due to causes of Force Majeure provided Force Majeure clause is included in contract.
- 4.1.4 The Commission has noticed that the Agency has utilized the service of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- 4.1.5 As per decision of the Arbitration Tribunal.
- 4.1.6 The decision of the Commission, as to whether any of the events/ contingencies mentioned in aforesaid clauses entitling to terminate the contract has occurred shall be final and binding upon the Agency. The jobs left however by the Agency shall be got done at his risk and cost through the other agencies and the contract shall be determined accordingly.

#### **5.0 FORCE MAJEURE**

- 5.1 The right of the Agency to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Agency, including but not limited to acts of god, or of the public enemy, restraints of a sovereign state, floods, unusual severe weather conditions.

#### **6.0 ARBITRATION**

- 6.1 Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by mutual consultations. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed on award of contract. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Ordinance dated 26th March, 1996 and shall be conducted in Delhi.

**Date :- 28-07-2017**

**S K Rabbani  
Deputy Secretary (GA)**

## Proforma for Technical Bid

7. (Please go through the terms and conditions in tender document before filling up this Proforma)

1.	Name, Address and Telephone Number of the Organization.	
2.	Address of Registered Office	
3.	Registration Number of the Organization.(Please attach Certificate of Registration / Incorporation)	
4.	Name, designation and address, including phone/mobile number of the Contact Person	
5.	Annual Turnover (Attach Photostat copies of Balance Sheet/I.T. Returns / C.A.'s Certificate).	2015-16 2016-17
6.	GST No.	
7.	PAN No. of the Organization	

8. Details of three prominent Govt. Deptt. / PSU's / Leading Corporate offices / Larger Pvt. Companies served with similar services during the last 2 years (attach a comprehensive list).

Name & Address	Name & Phone No. of Contact Person	Cost of Contract	Since when the services are being Provided.

9. Details of E.M.D (Enclose D.D/BG) :

D.D. No..... dated..... for  
Rs ...../- drawn on.....  
..... Bank in favour of  
PAO, CAT, payable at New Delhi.

10	Certificate to muster minimum 10 trucks in Delhi.	
11	Documentary proof for permission/License to undertake transportation work in Delhi.	

**DECLARATION:**

- a) It is certified that the information furnished above is correct.
- b) We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. A copy of the Tender Document with its each page signed, in token of acceptance of the Terms and Conditions, is enclosed.
- c) The signatory to this bid is authorized to sign such bids on behalf of the organization.
- d) Declaration that the agency has not been black listed by any Govt. Departments at present.

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Financial Bid**

Prices should be quoted in Indian Rupees and indicated both in figures and words. Price in words will prevail, in the event of any mismatch.

<b>S.No.</b>	<b>Item of Work</b>	<b>Lumpsum quoted cost in Rs. including all Taxes.</b>
1.	Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation, of Office furniture, files, equipments and other materials of the Central Information Commission from August Kranti Bhawan, Bhikaji Cama Place, New Delhi and Old JNU Campus, Club Building, New Delhi to New Building at Baba Gang Nath Marg, Old JNU Campus, New Delhi (Including all Packing Material, Labour, Necessary Tools and Insurance Cost).	

Annexure –I

**CERTIFICATE FOR SITE INSPECTION**

**Name of work : Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation of Office furniture, files, equipments and other materials of the Central Information Commission from August Kranti Bhawan, Bhikaji Cama Place, New Delhi and Old JNU Campus, Club Building, New Delhi to New Building at Baba Gang Nath Marg, Old JNU Campus, New Delhi.**

Certified that we.....(Name of tenderer) have visited the site on dated..... and assessed the nature and amount of work involved before submitting our offer. We will be able to complete the works within the stipulated time and also certified that we will be able to executing the work as per specification to suit the site conditions.

<b>Present office address</b>	<b>Central Information Commission from August Kranti Bhawan, Bhikaji Cama Place, New Delhi</b>
	<b>&amp;</b>
	<b>Old JNU Campus, Club Building, New Delhi.</b>
<b>Office to be shifted to</b>	<b>CIC New Building, Baba Gang Nath Marg, Old JNU Campus, New Delhi</b>

**Signature of tenderer with Seal & Date**

## ANNEXURE - II

### FORM OF AGREEMENT

This Agreement made the Day of 2014 between the Central Information Commission for the entering into work(s) for Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation of Office furniture, files, equipments and other materials of the Central Information Commission from August Kranti Bhawan, Bhikaji Cama Place, New Delhi and Old JNU Campus, Club Building, New Delhi to New Building at Baba Gang Nath Marg, Old JNU Campus, New Delhi. (hereinafter called "The Employer") who enters into this Agreement of the one part and M/s.....  
..... (here in after called "The Agency") of the other part.

Whereas the Employer is desirous that certain works should be executed by the Agency, viz ("the Works") and has accepted a Bid by the Agency for the execution and completion of the works and the remedying of any defects therein.

#### **Now this Agreement witnessed as follows:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
  - (a) The Letter of Award;
  - (b) The said Bid;
  - (c) The General Conditions of Contract;
  - (d) Prequalification document
  - (e) Instructions to Tenderers and Specific Conditions of Contract;
  - (f) The Priced Bid
  - (g) Any other relevant documents referred to in this Agreement or in the aforementioned documents
3. In consideration of the payments to be made by the Employer to the Agency as hereinafter mentioned, the Agency hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of this work.
4. The Employer hereby covenants to pay the Agency in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or only such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

Binding Signature for and on behalf of the Commission

Binding Signature of Agency

In the presence of

Witness (1) :

Witness (2) :

ANNEXURE - III

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(On a stamp paper of appropriate value from any Nationalized Bank or Scheduled Bank)

To,

Dy. Secretary (GA),  
The Central Information Commission  
August Kranti Bhawan, Bhikaji Cama Place,  
New Delhi.

Dear Sir,

In consideration of the Commission for award of work for Dismantling, Packing, Loading, Shifting, Unloading, Unpacking and Re-Installation of Office furniture, files, equipments and other materials of the Central Information Commission from August Kranti Bhawan, Bhikaji Cama Place, New Delhi and Old JNU Campus, Club Building, New Delhi to New Building at Baba Gang Nath Marg, Old JNU Campus, New Delhi. having awarded to M/S(hereinafter referred to as the said Agency or `Agency' which expression shall wherever the subject or context so permits include its successor and assignees) a Contract No vide letter No. dated and the General conditions of Contract and upon the condition of the Agency's furnishing Security for the performance of the Agency's obligations and discharge of the Agency's liability under and in connection with the said Contract upto a sum of Rs. (Rupees only) amounting to percent of the Contract value.

1. We, (here in after called `The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demurrage and all moneys payable by the Agency to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. \_(Rupees only).
2. We Bank Ltd. further agree that the Employer shall be sole judge of and as to whether the said Agency has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decision of the Employer that the said Agency has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us.

3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Agency's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Agency or to grant time or indulgence to the Agency or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Agency or release or forbearance whatsoever shall absolve the bank of the full liability to the Employer hereunder or prejudice the rights of the Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Agency but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the Agency stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Agency or as suffered or incurred by the Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer or suffered or incurred by the Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Agency arising upto and until midnight of \_\_\_\_\_.
8. This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time anywise may have in relation to the Agency's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for the Employer to proceed against the said Agency before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The Employer may have obtained or obtain from the Agency shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
10. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Agency or the said bank shall not discharge our liability hereunder.

11. We the said Bank further that we shall pay forthwith the amount stated in the notice of demand not withstanding any dispute/ difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
12. Not withstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. \_\_\_\_\_ (Rupees) and this guarantee shall remain in force till and unless a claim is made on us within 3 months from that date, that is before all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated day of 20

For and on behalf of Bank.

Issued under seal:

Annexure-IV

**SCHEDULE OF CONTRACT**

1. Earnest Money to be deposited : Rs. 90,000/-
2. Time of Completion: As specified by the Commission
3. Compensation for delay: 5,000 per day deviation from the schedule given by the Commission. Subject to max. of 5% of total ordered value.
4. Terms of Payments : 30 days after successful completion of work as per work order.

**Date :- 28-07-2017**

**S K Rabbani  
Deputy Secretary (GA)**

## Annexure-V

### Items Detail of August Kranti Bhawan

**Following items will be shifted to Old JNU, CIC Club Building.**

S. No.	Name of the Item	Qty
1	Aluminium Door (In room no. 305 & 306, AKB)	3
2	All Types of AC (Cassette= 11 & Split = 77)	88
3	All types of Almirah, Rack, Book Shelves, File Rack of <b>Steel/Iron Make</b> (Big & Small)	166
4	All types of almirah, Rack, Wall Rack, Side Rack, Book Shelves, File Rack, File Holder, Show Case of <b>Wooden Make</b> (Big & Small)	138
5	Ceiling Fan	111
6	Exhaust Fan	24
7	Fire Extinguisher	20
8	Glass Door having CIC Logo	4
9	Looking Mirror	28
10	Table Top Glass (Conference Table) room no. 314, AKB	2
11	TV Trolley Table(Wooden)	1
12	Vertical Blinds	70
13	Wall Fan	36
14	Wooden Door with Net in room no. 339, AKB	1
15	Wooden Partition with Table	60
16	1. Shed of Iron Frame & Plastic Fabric in room no. 185, Ground Floor, AKB = 01	2
	2. Shed in balcony of room no. 308, AKB = 01	
17	1. Wooden Partition in room no. 307, AKB =02	6
	2. Wooden Partition in room no. 308, AKB = 02	
	3. Wooden Partition in room no. 327, AKB =02	
18	Aluminium Partition with aluminium door along with glasses near room no. 304	1
19	Miscellaneous Items if any	

### Items Detail of August Kranti Bhawan

**Following items will be shifted to Baba Gang Nath Marg, Old JNU Campus,  
New Delhi**

S. No.	Name of the Item	Qty
1	Air Purifier	4
2	All types of Chairs	458
3	All types of Tables (Executive Table, Big Table, small Table, Conference Table, Side Table, CIC Logo Table, Tea Table, TV Table etc.)	202
4	Centre Table	19
5	Coat Stand (Wooden)	10
6	Corner Table	29
7	Dining Table	1
8	Disposable Glass Dispenser	2
9	Drinking Water Dispenser	9
10	Electric Kettle	26
11	Emergency Light	1
12	Files & Records	
13	Fridge	18
14	Foot Rest (Wooden & Steel)	17
15	Hot air Blower/Heater	25
16	Hot Case	24
17	Induction Chula	2
18	Key Box (Wooden)	2
19	Locker (Iron)	1
20	Mayur Jug	1
21	Microwave Oven	2
22	Notice Board (All types of Notice Boards: Wooden/Aluminium frame)	4
23	Oil Radiator	20
24	Pedestal Fan	2
25	Paper Shredder Machine	11
26	Photocopy Machine	18
27	Plastic Crates	20
28	Podium (Wooden)	1
29	Pot (Made of Brass Metal)	5

30	Sofa Set	14
31	Steel Bench ( 3 Seater)	11
32	Stool Wooden/Iron/Steel)	15
33	Table Glasses which are kept on the Tables	64
34	Table Lamp	4
35	Table Top	6
36	Tender Box (Wooden)	1
37	Trolley Steel Make (for shifting various items)	1
38	TV (LED)	16
39	Wall Clock	45
40	Wall Painting	8
41	Water Air Cooler (Plastic Body)	2
42	White Board	3
43	Wooden Side Screen	2
44	Wooden Board with details of Ex. Secretaries and Ex. CIC	2
45	Stationary, Cleaning, Sanitary, General & Misc. Items which are kept in two Store Room at AKB	
46	Computer	152
47	TFT	142
48	Printer	19
49	Scanner	3
50	VC Equipment	12
51	Miscellaneous Items if any	



**Items Detail of Old JNU Campus, CIC Club Building, New Delhi**

**Following items will be shifted to Baba Gang Nath Marg, Old JNU Campus,  
New Delhi**

<b>S. No.</b>	<b>Name of the Item</b>	<b>Qty</b>
1	Air Purifier	3
2	All types of Chairs	167
3	All types of Tables (Executive Table, Big Table, small Table, Conference Table, Side Table, CIC Logo Table, Tea Table, TV Table etc.)	69
4	Bed (Single)	1
5	Coat Stand (Wooden)	2
6	Compactor	20
7	Corner Table	11
8	Dining Table	3
9	Drinking Water Dispenser	5
10	Electric Kettle	2
11	Foot Rest (Wooden & Steel)	2
12	Fridge	7
13	Hot air Blower/Heater	11
14	Hot Case	4
15	Microwave Oven	2
16	Oil Radiator	6
17	Paper Shredder Machine	3
18	Photocopy Machine	4
19	Podium (Wooden)	1
20	Pot (Brass Make)	1
21	Sofa Set	8
22	Steel Bench ( 3 Seater)	2
23	Stool Wooden	4
24	Table Glasses which are kept on the Tables	20
25	Table Top	2
26	TV LED	4
27	Wall Clock	10
28	Water Air Cooler (Plastic Body)	1
29	White Board	1
30	Wooden Screen	3

31	wooden Tray	1
32	Computer	28
33	TFT	26
34	Printer	19
35	Scanner	2
36	VC Equipment	4
37	Files are kept in various rooms	
38	Miscellaneous Items if any	