

OFFICE OF THE INSPECTOR GENERAL, KASHMIR OPS SECTOR, CRPF ZEWAN CAMP, PANTHA CHOWK, SRINAGAR (J&K) 191101 Tele: 01933-224314(email id- kmropssec@crpf.gov.in) Website: www.crpf.gov.in/http://eprocure.gov.in/eprocureapp (CPPP) Tender set is not transferable



No. B.V-01/2024-25-MC&EW (Deptt.)

Dated, the 17<sup>th</sup> December, 2024

# **E-TENDER NOTICE**

The Inspector General, Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&K) for and on behalf of the President of India invites online tenders under two bid system (Technical and Financial bid) from registered firms/contractors for the work of "Repair and Maintenance of staff room, store room & washing area of Type-VI Quarter at KOS, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&K)-191101".

2. Bids will be accepted online at CRPF website <u>(http://crpf.nic.in/tender-notice.htm)</u> and at e-Procurement website <u>http://eprocure.gov.in/eprocure/app</u> (CPPP).

3. All relevant details, including specification, terms & conditions etc are available on CRPF website (http://crpf.nic.in/tender-notice.htm) and at e-Procurement website http://eprocure.gov.in/eprocure/app (CPPP) and same may be downloaded by the bidders.

4. For any changes/amendment in Tender Enquiry/Specifications etc., tenderers are requested to visit the CRPF /CPPP web sites regularly.

- 5. Approximate Cost of Tender is Rs. 4,22,505/-
- 6. The EMD is: Rs. 8,500/- in favour of IG, Kashmir Ops Sector, CRPF, Srinagar payable at SBI Bank code 2295, B.B. Cantt, Srinagar J&K.
- 7. Date of availability of tender on CRPF website: 24/12/2024

8. In case of any problem please contact on telephone numbers-<u>0193-224314</u>

-sd-17/12/2024 (Anupam Srivastava) <u>DIG Cum Estate Officer, HQr KOS, CRPF</u> <u>Pantha chowk, Srinagar, Jammu & Kashmir,</u> <u>For and on behalf of President of India</u>

Copy forwarded to the DIG (IT), Dte. General, CRPF, along with a soft copy of E-Tender Enquiry for publication of the TE on CRPF website. (Through Selo).

# (A) SCHEDULE TO TENDER:

| Manual documents of tender       Image: Single formula in the second secon | Schedule to Tender No.   |                          |  | :              | B.V-01/2024  | -25-MC        | &EW (Dep                | tt.)  |   |
|--|--|--------------------------|--|----------------|--|---------------|-------------------------|---|---|
| Validity of offer       :       The tender shall remain open for acceptance till 180 days from the date of opening of Tender.         Sl. No.       Ref. No.       Name of work & Location       is shoon to date of opening of Tender.         Sl. No.       Ref. No.       Name of work & Location       is shoon to date of opening of Tender.         01       B.V.       Repair and Maintenance of Staff room, store room & washing area of Type-VI Quarter at KOS, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&K)-191101.       Is show of tender of the tender of the tender of tender.         01       0.01/2022 hot 0 1000 His       Is show of tender of tender.       Is show of tender of tender.         01       0.01/2022 hot 0 1000 His       Is show of tender of tender.       Is show of tender of tender.         01       0.01/2022 hot 0 1000 His       Is show of tender of tender.       Is show of tender of tender.         010       0.01/2022 hot 0 1000 His       Is show of tender of tender.       Is show of tender of tender.         010       0.01/2022 hot 0 1000 His       Is show of tender of tender.       Is show of tender of tender.         010       0.01/2022 hot 0 1000 His       Is show of tender of tender.       Is show of tender of tender.         08/01/2022 hot 0 100 His       Is show of tender of tender.       Is show of tender of tender.       Is show of tender of tender of tender.         08/01/2022 hot 0 100 His   | Last date and time of receipt of on-line &<br>Manual documents of tender |                          |  |                | 07/01/2024   | upto 16       | 00 Hrs                  |   |   |
| Sl. No.     Name of work & Location     Vame of work & Location       Sl. No.     No.     Name of work & Location       B.V.     B.V.       01     B.V.       01/2024-<br>25-<br>MC&EW<br>(Deptt.)     Repair and Maintenance of staff room, store room & washing area of Type-VI<br>Quarter at KOS, CRPF, Zewan Camp, Pantha Chowk,<br>Srinagar (J&K)-191101.       01     01/01/2025 alpho 1600 His       1     Image (Sector, CKBE), Srinagar (J&K)-191101.   | Time and date of on-line opening e-tender                                |                          |  |                | On 08/01/20  | )25 at 1      | 600 Hrs                 |   |   |
| No.       Focation       Focation       Focation         No.       Particle       Particle       Particle       Particle         01       B.V.       01/2024-       Sector, CRPE, Srinagar payable at SB1       Bank code 2295 B.B. Cantt, Srinagar payable at SB1       Particle       Particle         01       01/01/2025       Bank code 2295 B.B. Cantt, Srinagar payable at SB1       Rs. 8,500-       Indetion       Particle   | Valic  | lity of offer            |  | :              |  |               | -                       | -   | nce till 180                              |
|  | SI.<br>No.   | Ref. No.                 |  | <u> </u>       | Earnest<br>Money   | Tender cost   | Period of<br>Completion | Last date &<br>time of<br>Submission<br>of tender | Time & date<br>of<br>opening of<br>tender |
| . Terms and conditions are as under:-  | 01   | 01/2024-<br>25-<br>MC&EW | staff room, store room<br>washing area of Type-V<br>Quarter at KOS, CRP<br>Zewan Camp, Pantha Chow | &<br>VI<br>PF, | Rs. 8,500/- in favour of IG, Kashmir Ops<br>Sector, CRPF, Srinagar payable at SBI<br>Bank code 2295 B.B. Cantt, Srinagar<br>J&K. | Rs 4,22,505/- | 30 days                 | 07/01/2025 upto 1600 Hrs                          | 08/01/2025 AT 1600 Hrs                    |
|  |  |                          |  |                |  |               |                         |   |   |

| 1.Terms of<br>Price | <ul> <li>1.1 Rates quoted by the Contractor should be in Indian Rupees both in figures as well as in words for complete units as per specifications any and every alteration in the rates should be signed in ink otherwise the offers will not be considered.</li> <li>1.2 Contractor should clearly indicate different taxes and duties, which they propose to charge as extra along with the present rates thereof. Offers with such stipulations like 'as applicable' will be treated as vague and are liable to be ignored.</li> </ul> |
|---------------------|---|
| 2. Payment terms    | 2.1 Works are required to be executed on credit basis only and payment will be made after drawl of amount from RPAO, CRPF.  |
|                     | <ul> <li>2.2 Payment in advance or immediately on delivery of material cannot be considered and tender with such condition will be rejected.</li> <li>2.3 The Payment action will be processed on production of the following documents:- <ul> <li>a) Bill in Triplicate.</li> </ul> </li> </ul>  |
|                     | b) A Copy of award of work.   |
|                     | c) A copy of Certificate issued by the IG, KOS, CRPF, Zewan camp, Pantha  |
|                     | <b>Chowk, Srinagar, (J&amp;K)/Work Committee at KOS/</b> that contracted work for the period for which payment has been claimed, has carried out by the contractor satisfactory.  |
|                     | 2.4 TDS, Labour Cess and other taxes will be deducted from the Bill of contractor by RPAO as per norms.   |

|                             | 3  |
|-----------------------------|--|
|                             | <ul> <li>2.5 Tenderers are requested to check physically the location where the work. Repair and Maintenance of staff room, store room &amp; washing area of Type-VI Quarter at KOS, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&amp;K)-191101" is to be carried out and other technical details before submitting the tender. TEC detailed by the IG/DIG, Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&amp;K), will check technical bid of only those firms which qualify in technical bid.</li> </ul> |
| 3. Earnest<br>Money Deposit | <ul> <li>3.1 All the contractors are required to deposit required earnest money 8,500/-only along with the quotation, failing which their offers will be summarily rejected.</li> <li>3.2 The earnest money can be deposited through any of the following alternative forms:</li> <li>(a) A TDR/FDR drawn in favour of IG, Kashmir Ops Sector, CRPF, Srinagar payable at SBI Bank code 2295, B.B. Cantt, Srinagar J&amp;K Cash EMD will not be accepted.</li> </ul>  |
|                             | (b) An irrevocable Bank Guarantee of any nationalized, scheduled bank or reputed<br>commercial bank in the attached format as at Appendix-A.   |
|                             | 3.3 The earnest money shall remain valid and to be deposited with the purchaser for a period of 90 days from the date of tender opening. If the validity of the tender is extended, the validity of the Bank Guarantee/or any other alternate document submitted in lieu of earnest money will also be suitably extended by the tenderer, failing which their tender after the expiry of the aforesaid period shall not be considered by the purchaser.  |
|                             | 3.4 <b>No interest</b> shall be payable on the earnest money deposited by the tenderer.  |
|                             | 3.5 The earnest money deposited <b>is liable to be forfeited</b> if the tenderer withdrawn or amends impairs or derogates from the tender in any respect within the period of validity of his tender.  |
|                             | 3.6 The earnest money of the successful tenderer shall be returned after the security deposit as required in terms of the contract is furnished by the tenderer.   |
|                             | 3.7 If the successful tenderer fails to furnish the security deposit as required in the contract within the stipulated period, the earnest money shall be treated as performance security deposit for all practical purposes.  |
|                             | 3.8. Earnest money deposits of all the unsuccessful tenderers will be returned as early as possible after the expiry of bid's validity, but not later than 30 days after placement of contract. Tenderers are advised to send a <b>pre receipt challan</b> along with their bids so that refund of earnest money can be made in time.  |
|                             | 3.9. Any tender, where the tenderer is required to deposit earnest money in terms of conditions mentioned in preceding paras, not accompanied with earnest money in any one of the approved forms acceptable to the competent authority, shall be summarily rejected.  |
| 4.Performance               | 4.1. The successful contractor shall have to deposit a Performance Security  |
| Security<br>Deposit         | equivalent to 5% of the contract value of the work to be executed within 07 days from<br>the date of award of contract for due performance. Failure on the part of the firm to<br>Deposit the Performance Security Deposit within the stipulated time empowers the<br>competent authority to cancel the contract.  |
|                             | <b>4.2</b> . The Performance Security Deposit submitted by the contractor will remain valid at least for 180 days beyond the date of completion of work as well as all contractual obligations of the supplier including guarantee/warrantee obligations.  |
|                             | <b>4.3.</b> The performance security deposit can be deposited in any of the following alternative forms :  |

|                   | 4   |  |  |  |
|-------------------|---|--|--|--|
|                   | (a) A FDR/DD drawn in favour of IG, Kashmir Ops Sector, CRPF, Srinagar payable at   |  |  |  |
|                   | SBI Bank code 2295 B.B.Cantt, Srinagar J&K.   |  |  |  |
|                   | (b) An <b>irrevocable Bank Guarantee</b> of any nationalized/Scheduled Bank or reputed  |  |  |  |
|                   | commercial bank in <b>any other form prescribed.</b>  |  |  |  |
|                   | <b>4.4.</b> If the contractor fails to start the work within the stipulated period and places and   |  |  |  |
|                   | requests for extension of time, he shall submit an undertaking on Non Judicial stamp  |  |  |  |
|                   | paper of Rs.10/-duly attested by the Notary public stating that the performance security deposit has already been extended for sixty days beyond the guarantee/warrantee period.            |  |  |  |
|                   | deposit has alleady been extended for sixty days beyond the guarantee/warrantee period.   |  |  |  |
|                   | <b>4.5.</b> The Performance Security Deposit shall be withheld or forfeited in full or part in  |  |  |  |
|                   | <b>4.5.</b> The Performance Security Deposit shall be withheld or forfeited in full or part in case the work order is not executed satisfactorily within the stipulated period or requisite |  |  |  |
|                   | standard within the guarantee period is not undertaken to the best satisfaction of the user.  |  |  |  |
| 5. Eligibility of | The Tenderer should be a Govt. registered like CPWD, MES, BRO, NBCC, State PWO  |  |  |  |
| Contractor        | participating.  |  |  |  |
|                   | 1. The enlistment of the contractor should be valid on the last date of submission of   |  |  |  |
|                   | Bids.   |  |  |  |
|                   | 2. In case the last date of submission of Bid is extended, the enlistment of the  |  |  |  |
|                   | contactor should be valid on the original date of submission of Bids.   |  |  |  |
|                   | 3. Supply order as a experience certificate will not be considered, In case of  |  |  |  |
|                   | execution of work/ repair and renovation work.  |  |  |  |
|                   | 4. Attested copy of registration in any Govt. deptt. as approved contractor   |  |  |  |
|                   | (Registration details showing appropriate class and category).  |  |  |  |
|                   | 5. A copy of Registration Certificate as a "Contractor" issued by competent   |  |  |  |
|                   | authority of 'CPWD/MES/NBCC/BRO/ Other Central Govt. Departments/ State   |  |  |  |
|                   | PWO or Equivalent is mandatory to be uploaded with the tender documents by  |  |  |  |
|                   | the Bidder (s). In case validity of enlistment/registration/trade license expired   |  |  |  |
|                   | and the concerned firm has applied for renewal to the concerned department or<br>ministry, the relevant documents of such renewal application along with                                    |  |  |  |
|                   | undertaking of the firm should be essentially submitted with their bid.   |  |  |  |
|                   |   |  |  |  |
|                   | 6. Firms and Contractors are required to submit Eligibility documents of executing  |  |  |  |
|                   | similar works.  |  |  |  |
|                   | (i) Experience of having successfully completed works during the last 03 years ending previous day of last date of submission of tenders three  |  |  |  |
|                   | similar completed works, each costing not less than the amount equal to   |  |  |  |
|                   | 40% of estimated cost put to tender.  |  |  |  |
|                   | 40% of estimated cost put to tender.<br>OR  |  |  |  |
|                   | Two similar completed works, each costing not less than the amount  |  |  |  |
|                   | equal to 60% of the estimated cost put to tender.   |  |  |  |
|                   | OR  |  |  |  |
|                   | One similar completed work of aggregate cost not less than the amount   |  |  |  |
|                   | equal to 80% of the estimated cost  |  |  |  |
| 6. TWO BID        | 6.1. Since the work to be undertaken is of a complex and technical nature, bids are   |  |  |  |
| SYSTEM :-         | required to be submitted in two parts as under :-   |  |  |  |
|                   | 6.2. Bids will be accepted only On-line at e-procurement web site   |  |  |  |
|                   | http://eprocure.gov.in/eprocure/app (CPPP).   |  |  |  |
|                   | 6.3 Technical bid :- Following documents and information to be fulfilled and  |  |  |  |
|                   | submitted as part of technical bid:-  |  |  |  |
|                   | Original and offline to be dropped in the tender box in a sealed envelope:-   |  |  |  |
|                   |   |  |  |  |
|                   | Note: - Bidders are requested to submit offline only required documents to IG KOS,  |  |  |  |
|                   | <b>CRPF, Zewan Camp, Pantha Chowk, Srinagar, (J&amp;K)</b> so as to reach on or before  |  |  |  |
|                   | 07/01/2025 at 1600 hrs instead of complete tender enquiry.  |  |  |  |
|                   | and a root in since a complete tender enquiry.  |  |  |  |

|       |             | 1   | 5               |  |
|-------|-------------|---|-----------------|--|
| S.I   | No.         | Name of docu  | ments           | Description of documents   |
| 01    | ,           | Tender Acceptance Letter (To be A                                       |                 | Appendix- F, duly signed by bidder   |
|       |             | given on Company Le   |                 | & witness  |
| 02    |             | EMD document to be  |                 | To be submitted offline in original  |
|       |             | original  | deposited in    |  |
| 6.4   | Scann       | 19  |                 | be submitted in tender web site  |
|       |             | ure.gov.in/eprocure/c   | ppp:-           |  |
| S. No |             | ne of documents   |                 | Description of documents   |
| 1     |             | der Notice  |                 | All pages of tender notice duly<br>signed by authorized person and<br>seal of the firm marked. |
| 2     | Cer<br>cert | WD, MES, BRO, NE<br>tificate (MSME<br>ificate will not co               | registratio     | n  |
|       |             | stration certificate.)  |                 |  |
| 3     |             | N card details  |                 |  |
| 4     |             | n copy of EMD   |                 |  |
| 5     |             | n copy of Tender Acc  |                 |  |
| 6     |             | ΓIN/ Firm registration  |                 |  |
| 7     | Ban<br>perf | k guarantee formance security dep                                       |                 | ag APPENDIX-A  |
| 8     |             | Performance statement of last 03 years                                  |                 | rs APPENDIX-B  |
|       | with        | n work completion<br>NIT Clause 5.6.1)                                  |                 |  |
| 9     |             | List No. 01 (duly filled)   |                 | APPENDIX-C   |
| 10    |             | estionnaires/ Check   | list (Must 1    |  |
| 10    | _           | ed in all respect)  | list (Wittst t  |  |
| 11    |             | der acceptance letter   | (duly filled)   | APPENDIX-E   |
| 12    | For         | Form 68-A (duly filled)   |                 | APPENDIX- F  |
| 13    |             | Index of Documents (Indicate page number of tender documents required). |                 | ge APPENDIX-G  |
| 14    |             | grity pact (duly filled   |                 | APPENDIX-H   |
| 15    | Las<br>22,  | t three year income ta<br>2022-23, 2023-24)                             | ax return (202  |  |
| 16    |             | our Registration certi  |                 |  |
| 17    |             | F&ESI Registration ce   |                 |  |
|       |             | Complete postal address of  |                 |  |
|       |             | tractor/firm along wit  | th copy of vali | d  |
|       |             | ard/Voter I/D card Aa   |                 |  |
| 19    | Ban         | ificate   |                 | y From the authorized bank in India<br>(The contractor must have a<br>solvency at least 25% of |
|       |             |   |                 | Estimated Cost put to tender   |

|  | 6  |                                     |  |
|--|--|-------------------------------------|--|
|  |  | (ECT) duly certified by the         |  |
|  |  | Banker. Please note that the        |  |
|  |  | solvency certificate should not be  |  |
|  |  | more than 06 months old prior to    |  |
|  |  | the date of submission of tender    |  |
|  |  | or should have validity as on last  |  |
|  |  | date of submission of tender.       |  |
|  |  | [Note:- Format of solvency          |  |
|  |  | certificate is given in Annexure-II |  |
|  |  | for the purpose of guidance]        |  |
| 20   | Partnership Agreement of the firm (if        |                                     |  |
|  | the firm is a partnership firm) along with   |                                     |  |
|  | Specific Information as asked for as per     |                                     |  |
|  | Appendix-'D'. (If no papers submitted        |                                     |  |
|  | with the bid it will be assumed that the     |                                     |  |
|  | firm is a Single Proprietary and will held   |                                     |  |
|  | responsible if found false in later stage).  |                                     |  |
| 21   | Information regarding any litigation or      |                                     |  |
| <u>~1</u>  | arbitration resulting from contracts         |                                     |  |
|  | executed by the bidder in the last five      |                                     |  |
|  | years or currently under execution as        |                                     |  |
|  | provided.                                    |                                     |  |
|  | Bidder has to submit on-line scanned         |                                     |  |
|  | copy of an information regarding             |                                     |  |
|  | litigation, arbitration, black listing,      |                                     |  |
|  |  |                                     |  |
|  | debarring etc. This document must be up      |                                     |  |
| 22   | loaded on line duly signed by the bidder.    |                                     |  |
| 22   | Bidder has to submit on-line scanned         |                                     |  |
|  | copy of an affidavit stating that the near   |                                     |  |
|  | relations defined as first blood relations,  |                                     |  |
|  | and their spouses (if any), of the bidder    |                                     |  |
|  | of the following departmental officers       |                                     |  |
|  | are working as Divisional Accountant,        |                                     |  |
|  | Junior Engineer, Assistant Engineer,         |                                     |  |
|  | Executive Engineer, Superintending           |                                     |  |
|  | Engineer, Chief Engineer, Director-cum-      |                                     |  |
|  | Chief Engineer or Engineer in Chief in       |                                     |  |
|  | CPWD, MES, BRO & PWD,                        |                                     |  |
|  | RAILWAY, CRPF. This document must            |                                     |  |
|  | be up loaded on line duly signed by the      |                                     |  |
|  | bidder.                                      |                                     |  |
| 23   | Any other Related document                   |                                     |  |
|  |  |                                     |  |
| 6.5 Work completion certificate of similar nature of work with performance statement |  |                                     |  |
|  | ted with documents.                          |                                     |  |
| 6.6 Fi   | nancial / price bid :- The composite bid sha | Ill be quoted as per enclosed BOQ   |  |
| format provided along with tender document at E –Procurement site                    |  |                                     |  |
| http://e   | procure.gov.in/eprocure/cppp                 |                                     |  |
|  |  |                                     |  |

| 6.7: The technical bids are to be opened at the first instance and evaluated by the          |
|--|
| competent authority. In the second stage, financial bids of only the technically acceptable  |
| offers will be opened for further evaluation and ranking before awarding the contract.       |
| 6.8: The tender enquiries duly filled in all respects and having completed in all applicable |
| formalities may be sent to IG KOS, CRPF, Zewan Camp, Pantha Chowk, Srinagar,                 |
| (J&K) so as to reach on or before 07/01/2025 at 1600 hrs to the tender enquiry.              |
| Department is not responsible for any postal delay as well as technical problem at           |
| portal/site.   |

7

## 7. WORK SPECIFICATION

The work shall be carried out according to C.P.W.D. Specifications 2019 Vol-I & II including up to date correction slips and as per additional conditions and directions of Engineer-in-charge.

#### 8. SITE VISIT AND COLLECTING LOCAL INFORMATION

Before tendering, the tenderer is advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & power supply, application of taxes, duties and levies as applicable, accommodations they may require etc. & any other relevant information required by them to execute complete scope of work. The tenderer may obtain all necessary information as to risks, weather conditions, contingencies & other circumstances (insurgencies etc.) which may influence or affect their tender prices. Tenderer shall be deemed to have considered site conditions whether he has inspected it or not and to have satisfied himself in all respect before quoting his rates and no claim or extra charges whatsoever in this regard shall be entertained / payable by the, **IG** 

KOS, CRPF, Zewan Camp, Pantha Chowk, Srinagar, (J&K) at a later date.

#### 9. VALIDITY OF TENDER

The bids for the work shall remain open for acceptance for a period of 180 days from the date of opening of technical bids in case. Further,

- (i) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department within 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
- (ii) If any tenderer withdraws his tender or makes any modification in the terms &conditions of the tender which is not acceptable to the department after expiry of 7days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
- (iii) In case of forfeiture of earnest money as prescribed in para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work.

#### 10. REJECT/CANCEL/SCRAP

(i) The Competent Authority has got the right to accept or reject/cancel/scrap the tender as whole or part of it and no claims what so ever will be entertained on this account. The competent authority also reserves the right to increase/decrease/alter the scope of work/ quantity of work etc., and no claims what so ever will be entertained.

#### **11.** Termination of agreement

- 11.1 If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 6 days, to improve his work. If the contractor fails to improve his work within the Notice period, User/CLIENT shall have the discretion to terminate the contract either in part or in whole, on any day after the expiry of the said notice period. Also the contract may be terminated if:-
- a) The contractor commits a breach of any terms and conditions of this agreement and/or

- b) The contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of contractor and/or
- c) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
- d) There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the User/CLIENT to such variation.
- e) In case of fraud committed by the contractor, the client holds the right to terminate the contract and also forfeit the PG/EMD.
- 11.2 In the event of termination of this agreement for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the User/CLIENT by way of compensation, damages or otherwise.

#### 12. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

- Without prejudice to any of the right or remedies under this contract if the contractor dies, the a) Inspector General, Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&K) shall have the option of terminating the contract without compensation to the contractor. If the contractor is an individual or proprietary concern and individual or the proprietor dies or if the contractor is a partnership concern and one of the partner dies then unless, the Inspector General, Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&K) is satisfied that the legal representative of the individual for the proprietary concern or the surviving partners are capable of carrying out and completing contract, he Inspector General, Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&K) is entitled to cancel the contract for the uncompleted part without being in any way liable for any compensation payment to the estate of deceased contractor or to the surviving partners of the contractor's firm on account of the cancellation of contract. The decision of the Inspector General, Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&K) in such assessment shall be final and binding on the parties. In the event of such cancellation Inspector General, Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&K) shall not hold the state of deceased contractor and/or the surviving partners of the contractor's firm liable for any damages for non-completion of contract.
- 13. Escalation of Cost Claims regarding escalation in cost of material & labour in any circumstance will not be entertained. The intending bidders before participating in the Tender must ensure the same.

#### **14. DIRECTION FOR WORKS**

All works to be executed under the contract shall be executed under the direction and subject to approval in all respect of the, **IG KOS**, **CRPF**, **Zewan Camp**, **Pantha Chowk**, **Srinagar**, (**J&K**) / Work Committee/Officer commanding of Building/Engineer-in-Charge of, **IG KOS**, **CRPF Srinagar**, (**J&K**) who shall be entitled to direct at what point or points and in what manner works are to be commenced and executed.

#### **15. DEFECT LIABILITY PERIOD**

- i) 12 Months from the date of Completion as certified by **IG KOS, CRPF Srinagar, (J&K)** / Officer commanding of Building Branch / Work Committee.
- ii) The contractor shall stand guarantee for materials and workmanship. During the defect liability period, if any defect is observed due to workmanship or from any act or omission of the contractor, the contractor shall execute all such work of rectification and making good of defects, as may be required of him by competent authority at his own cost and within the time stipulated by competent authority. If the contractor shall fail to do any such work as required by the competent authority, Security/Retention money shall be liable to be forfeited and the contractor shall make him liable to be blacklisted the contractor or his working people or servants shall break, deface, injure or destroy anypart of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass orgrassland, or cultivated

ground contiguous to the premises on which the work or any partis being executed, or if any damage shall happen to the work while in progress, from anycause whatever or if any defect, shrinkage or other faults appear in the work within twelvemonths (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

#### 16. <u>SECURITY DEPOSIT/ RETENTION MONEY</u>

- i) The security deposit @ 2.5% of the gross amount of the bill shall be deducted from final bill of the contractor. The contractor can also deposit the security deposit through FDR (FDR Should be valid for one year) @ 2.5% of the tendered amount in favour of IG KOS, CRPF, Srinagar, (J&K) before submitting the final bill for payment action. The security deposit or retention money shall be refunded to the contractor after expiry of defects liability period (referred to Clause No.15) or on payment of the amount of the final bill whichever is later. This is in addition to Performance Guarantee that the contractor is required to deposit.
- ii) Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts.
- iii) In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
- iv) All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Estate Officer at concerned location, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.
- v) Before starting the work, the contractor shall chalk out a programme, in consultation with the IG KOS, CRPF, Srinagar, (J&K) or his authorized representative at least one week in advance. The contractor shall have to adhere to this programme failing which he shall be held responsible for any inconvenience caused to the occupants. In order to ensure that the work is carried out according to the program me drawn, the contractor shall ensure adequate supply of the material and employ required labour strength for execution of work. The contractor shall put his authorized representatives daily at the site of work /Enquiry Office for receiving instructions from IG KOS, CRPF Srinagar, (J&K) and other inspecting officials from the department. His name and signature shall be attested by the contractor and kept on the record with the department.

- 17. Payment shall be made to contractor only after giving certificate about satisfactory completion of work. All measurement shall be recorded on standard measurement sheets which will be submitted to the Inspector General, Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&K) for scrutiny and passing.
- 18. IG KOS, CRPF Srinagar, (J&K) / Works committee/ Officer commanding of Building/Engineerin-charge shall scrutinize and check the measurement records practically/on ground based on the measurement sheet provided by contractor and final measurement sheet will be prepared by Engineer-in-charge of IG KOS, CRPF Srinagar, (J&K)) and forwarded to Commandant (Engr.) J&K Zone for verification and vetting.
- 19. While the tenderer and the purchaser shall make every effort to resolve any issue amicably through direct informal negotiation, in the event of any disagreement or dispute arising between them under or in connection with the contract shall be settled under court of law within its jurisdiction at state under. The resultant contract will be interpreted as per the prevailing Indian laws and various directions of the Govt. of India. Dispute in mode of measurement: In case of dispute as to the mode of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian specification shall be followed.
- 20. Intending tenderer is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified.
- 21 The time allowed for carrying out the work will be within 30 days from the date of work order.
- 22 The site for the work is available or the site for the work shall be made available in parts as specified above.
- 23 The contractor shall not be permitted to tender for works in the CRPF in which his near relative of CRPF is involved. If so, 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 CRPF officer/personnel.

# 24 Department will not be responsible for any kind of incident involving the labourer during or after the work. The contractor must insure the workers against all contingencies and be responsible for their safety.

24.1 The contractor/firm shall employ the required workmen [Skilled/Un-Skilled] as per terms and conditions of the tender enquiry. Immediately after award of contract, the contractor/firm should intimate name of workmen to whom the firm has employed for the tendered work along with complete details in firm's letter head and supporting papers of technical capabilities of the workmen where ever applicable against the contract. The workmen so engaged against the contract should maintain discipline inside of the campus.

24.2 All works, complaints / instructions given by the respective authorities covered under the Annual Maintenance Contract are to be attended on the same day. In case of delay in attending the work in time, User/client will be at liberty to get the work done through any other agency and the cost therefore shall be recovered from the Contractor at the discretion of User/CLIENT.

24.3 Personnel employed for operation of STP/Water treatment plant/ESS should have experience of Operation, maintenance & services of respective services and equipment and all personal records should be maintained by the contractor.

24.4 The workmen engaged by the contractor/agency shall be at their own risk and in case of any untoward, incident, mishap the contractor/agency will be liable for such risks and the department will not be held responsible in any way for such mishap and untoward incidents.

24.5 Technical manpower should be provided by successful bidder to execute the specialized work.

24.6 User/client shall not be responsible for the release of benefits, such as salary, leave, Provident Fund, ESI, Pensioner benefits or allowances to the staff employed by the contractor. User/Client will not be held responsible for any Accident/injury / carrying out default work and any statutory levied by the govt./ state government. etc. Excess payment due to any changes in the Minimum Wages Act or in any other labour legislation/provisions or other statutory obligations during the validity period of the contract shall be the responsibility of the contractor.

23.7 The contractor will be responsible and ensure timely payment to its personnel deployed in the premises and compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance, etc. in respect of the persons deployed by them in User/Client and under intimation/in the presence of User/Client officer. The Contractor shall be responsible to fulfill all the obligations in connection with the workers employed by it for the purpose of the Contract and all the Statutory and other liabilities if any including minimum wages of Central/ State Govt. (whichever is higher shall be applicable), leave, salary, uniform, identity cards, ex-gratia, ESI, Provident Fund, Workman Compensation, if any, etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the concerned Contractor. The contractor shall liaise with Labor Deptt. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.

23.8 The Contractor shall be fully responsible and shall indemnify User/Client with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen. The decision of User/Client in this regard shall be final and binding.

23.9 The contractor's personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

23.10 In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, User/Client reserves the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and/or by taking recourse to appropriate recovery proceedings. The contractor shall keep User/Client indemnified against all claims whatsoever in respect of the manpower deployed by it in User/Client. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case User/Client or its employee is made party and is supposed to contest the case, User/Client will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to User/Client or any person authorized by User/Client, on demand. Further, the contractor will ensure that no financial or any other liability comes to User/Client or its employee in this respect of any nature whatsoever and shall keep User/Client or any employee of User/Client indemnified in this respect.

23.11 For any dispute, the decision of User/Client shall be final and binding upon the contractor. However, any dispute or difference whatsoever arising on any matter concerning this contract between the parties out of or relating to the services, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled through court of law.

23.12 On site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of the User/Client. User/Client will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to User/Client. If any statutory charges are required to be paid for erection of sheds, the same should be borne by the Contractor.

23.13 The Contractor shall provide all necessary Tools & Plants materials or any other equipment, materials, labour, etc. and no payment in this regard will be made by User/Client. The Contractor shall supply, fix and maintain all the scaffoldings, jhulla, safety belt, extra labour to hold ladders/jhoolas, T&P, etc., at his cost during the execution of any work and remove them as soon as the work is completed, without causing any damage to User/Client's property.

23.14 The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part

of it, without written permission of User/Client. But he can engage various licensed agencies/agencies for carrying out different works.

23.15 It is the contractor's responsibility to coordinate with other service providers No other charges for such works shall be payable.

- 24 Compensation for Delay If the firm fails to complete the work within prescribed completion period the User/Client may recover from the Contractor liquidated damages including administrative expenses etc. A sum equivalent to 2% of the price of work which contractor fails to execute within prescribed completion period fixed for each month or part of month. Delay so claimed shall not exceed 10% of the total contract.
- 25 GST No. or/and Service Tax No. and Contractor's Regn. No. must be printed on the bill which is submitted for recoupment/payment action.
- 26 The tender for the works shall remain open for acceptance for a period of 180 Days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department and then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.
- 27 The contractor shall bear cost of Liquidated Damage for Delay in completion of work within the stipulated time @ of 2% of contracted value not exceeding the 10% of contracted value in whole.
- 28 This Notice Inviting Tender shall form a part of the contract document.
- 29 Hard copies as submitted physically in the office of **IG KOS**, **CRPF Srinagar**, **(J&K)** shall be only valid document for evaluation of technical specification. The Inspector General, Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&K) has all rights to break contract at any time without assigning any reason.
- 30 The tenderer shall be responsible for arranging and maintaining at his own cost of all materials, tools & plants, water, electricity access, facilities for executing work and all other services required for executing the work.
- 31 The successful tenderer shall make his own arrangement for storage and watch and ward of material whether the same brought by him or supplied by the department. He shall remain responsible for watch and ward of installation and other fittings till these are commissioned and handed over to the department.
- 32 Successful tenderer should be in a position to produce, after opening of the price bids, the Original Certificates in support of the self-attested copies of relevant documents submitted along with tender document. Failure to produce the original certificates at this stage in support of the attested copies of firm registration /Electrical License/any other documents etc. submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in tender form Inspector General, Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, SNR (J&K) tenders.
- 33 FINAL INSPECTION: After completion of work as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work are attributable to Contractor, these shall be attended by the Contractor at his own cost, as and when they are brought to his notice by the IG KOS, CRPF Srinagar, (J&K)/Work committee/officer Commanding of Building/Engineer in charge. The IG KOS, CRPF Srinagar, (J&K) and its representative shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately.
- 34 **MEASUREMENTS OF WORK DONE:** Engineer-in-charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contractor of work done. All measurement of all items having financial value shall be entered in measurement book/level field book so that a complete record is obtained of all works performed under the contract. All measurement and levels shall be taken jointly by the **Insp/ SI/civil** or his authorized representative and by the contractor or his authorized from time to time during the progress of work and such measurement shall

be signed and dated by the Engineer–in-charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurement recorded, a note shall be made to that effect with reason and signed by both parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurement is suspended by the Insp./SI/Civil or his representative, the Engineer-in-charge and the Department shall not claim from contractor for any loss or damages on his account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contactor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a weak from the date of the measurement, then such measurement recorded in his absence by the Engineer-in-charge or his representative shall be deemed to be accepted by the contractor.

It is also a term of this contract that recording of measurement of any items of work in the measurement book and /or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall relieve the contractor from liabilities from any over measurement or defects noticed till completion of the liability period. Work scope may be changed depending upon the priority of the work.

- 36 No part of the Contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Contractor directly or indirectly to any person, firm or corporation whatsoever without the consent in writing of the **IG KOS, CRPF Srinagar, (J&K)**.
- 37 WHEN CONTRACT CAN BE DETERMIND:- Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to any other rights or remedy against the contractor in respect of any delay, not following safety norms inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

(i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

(ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

(iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.

(iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

(V) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.

(vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer- in-Charge.

(vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.

(viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him

or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

(ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

(xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in- Charge on behalf of the President of India shall have powers:

(xii) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineerin- Charge shall be conclusive evidence). Upon such determination, Security Deposit already recovered, Security Deposit, payable, Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government

(xiii) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, they shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

- 38 The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployment of labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.
- 39 If there is any clarification, this may be obtained through the site, or during the pre-bid meeting, if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.

#### **C.P.W.D. SAFETY CODE**

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than <sup>1</sup>/<sub>4</sub> to 1(<sup>1</sup>/<sub>4</sub> horizontal and 1 vertical.)

2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.

4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)

5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least ¼" for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person.

6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

(b) Safety Measures for digging bore holes:-

(i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;

(ii) During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;

(iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;

(iv) After drilling the bore well, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;

 After the completion of the bore well, the contractor should cap the bore well properly by welding steel Plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;

(vi) After the bore well is drilled the entire site should be brought to the ground level.

- 7. Demolition Before any demolition work is commenced and also during the progress of the work,
  - (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the Operator shall remain electrically charged.

(iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or Flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be keptavailable for the use of the person employed on the site and maintained in a condition suitable for immediateuse, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:-

The following safety equipment shall invariably be provided.

(i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

(ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.

(iii) Those engaged in welding works shall be provided with welder's protective eye shields.

(iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently

safe intervals.

(v) When workers are employed in sewers and manholes, which are in active use, the contractors shallensure that the manhole covers are opened and ventilated at least for an hour before the workers areallowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railingand provided with warning signals or boards to prevent accident to the public. In addition, the contractorshall ensure that the following safety measure is adhered to:-

(a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.

(b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hoursbefore any man is allowed to enter into the manhole for working inside.

(c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

(d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, noOxygen is found inside the sewer line, workers should be sent only with Oxygen kit.

(e) Safety belt with rope should be provided to the workers. While working inside the manholes, suchrope should be handled by two men standing outside to enable him to be pulled out during emergency.

(f) The area should be barricaded or cordoned of by suitable means to avoid mishaps of any kind. Properwarning signs should be displayed for the safety of the public whenever cleaning works are undertakenduring night or day.

(g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

(h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

(i) Workers should not be allowed to work inside the manhole continuously. He should be given restintermittently. The Engineer-in-Charge shall decide the time up to which a worker may be allowed towork continuously inside the manhole.

(j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

(k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portableair blowers are recommended for ventilating the manholes. The Motors for these shall be vap our proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they willnot be a source of friction on any inflammable gas that might be present.

(1) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.

(m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves nonsparking tools safety lights and gas masks and portable air blowers (when necessary). They must besupplied with barrier cream for anointing the limbs before working inside the sewer lines.

(n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his fullweight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

(o) If a man has received a physical injury, he should be brought out of the sewer immediately andAdequate medical aid should be provided to him.

(p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will befinal.

(vi)The Contractor shall not employ men and women below the age of 18 years on the work of painting withProducts containing lead in any form. Wherever men above the age of 18 are employed on the work of leadPainting, the following precaution should be taken:-

(a) No paint containing lead or lead products shall be used except in the form of paste or ready-made Paint.

(b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of Spray or a surface having lead paint is dry rubbed and scrapped.

(c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

(vii) Workmen executing work on scaffolds or other structures above specified height shall be provided withfull body harness and fall arresters.

9. An additional clause (viii)(i) of Central Public Works Department Safety Code (iv) the Contractor shall notemploy women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be be served for such use :

(i) White lead, sulphate of lead or product containing these pigments, shall not be used in painting operation except in the form of pastes or paint ready for use.

(ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a Paint in the form of spray.

(iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

(iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

(v) Overall shall be worn by working painters during the whole of working period.

(vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled13 by Painting materials.

(vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of C.P.W.D, PWD(DA).

(viii) C.P.W.D./PWD (DA) may require, when necessary medical examination of workers.

(ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

- 10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during thecourse of the work.
- 11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-

(i) (a) These shall be of good mechanical construction, sound materials and adequate strength and freefrom patent defects and shall be kept repaired and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durablequality and adequate strength, and free from patent defects.

(ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the ageOf 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to Operator.

(iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in Hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the conditionunder which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machineto the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by theElectrical Engineer concerned.

- 12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safecondition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washingfacilities should be provided at or near places of work.

- 14. These safety provisions should be brought to the notice of all concerned by display on a notice board at aprominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- 15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
- 16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

#### A. <u>ADDITIONAL SPECIFICATIONS FOR CIVIL WORKS:</u>

- All materials required to be used on works shall be got approved from the IG KOS, CRPF Srinagar, (J&K)/ Officer Commanding of Building in advance. In case of doubt on any material, Commandant (Engr.) J&K Zone HQr CRPF Bantalab, Jammu (J&K) wears the right to get the material test from Govt. approved labs/NABL
- II. The quoted rate should be inclusive of all taxes, levies, works contract taxes, duties etc.
- III. All items to be used in this work should be branded and ISI. In this case CPWD approved list of material for similar work may be followed.

-sd-17/12/2024

(Anupam Srivastava) **DIG Cum Estate Officer, HQr KOS, CRPF** [For and on behalf of the President of India]

#### PROFORMA OF BANK GUARANTEE FOR FURNISHING PERFORMANCE SECURITY DEPOSIT

То

The President of India,

Whereas M/s

(Name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no......dated...... to supply/work **Repair and Maintenance of staff room, store room & washing area of Type-VI Quarter at KOS, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&K)-191101".** and whereas it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a nationalized or scheduled commercial bank of good repute and record recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract:

And whereas we have agreed to give the contractor such a bank guarantee:

Now therefore we hereby affirm that we are the guarantors and responsible to you, on behalf of the supplier/contractor, 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 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/contractor 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..... Days of......2024

(Sig. of the authorized officer of the) Name and designation of the officer)

.....

Name and address of the

Bank

.....

Banker's common seal

# PERFORMANCE STATEMENT (Must be filled in all respect)

21

| 1 | Name & Location of             | of work                      |  |  |
|---|--------------------------------|------------------------------|--|--|
| 1 |                                |                              |  |  |
| 2 | Cost of work                   |                              |  |  |
| 3 | Name of Client                 |                              |  |  |
| 4 | Full address of the            | firm                         |  |  |
| 5 | Contact No. of the             | contact person of the Client |  |  |
|   | for whom works wa              | for whom works was executed  |  |  |
| 6 | E-mail id of the cor           | ntact person (Mandatory)     |  |  |
| 7 | Completion                     | Stipulated (Date of          |  |  |
|   | period                         | work started)                |  |  |
|   |                                | Actual (Date of              |  |  |
|   |                                | Completion                   |  |  |
|   |                                | work)                        |  |  |
| 8 | Whether the work               | was left incomplete (reason  |  |  |
|   | if any for delay i             |                              |  |  |
|   | contract was termin            |                              |  |  |
|   | full details)                  |                              |  |  |
| 9 | Any other relevant information |                              |  |  |

22

Appendix-C

## LIST NO-1

#### (Must be filled in all respect)

## TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW. TENDERERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND / OR ARE EVASIVE, THE TENDER WILL BE LIABLE TO BE IGNORED.

| 1. |    | Tender No.:  |
|----|----|--|
| 2. |    | Name and address of firm/contractor :  |
| 3. |    | What is your permanent Income Tax A/C NO. :                                  |
| 4. |    | Status.  |
| a) |    | Indicate whether you are Govt. registered or not :                           |
| b) |    | GST No. :  |
| 5. |    | Please indicate name & full address of your banker in the following format - |
| a) |    | Bank Name, Branch and Bank Account No. (Core bank account) :                 |
| b) |    | IFSC Code :  |
| c) |    | Whether bank branch is NEFT/RTGS enables or not:                             |
| d) |    | State whether your firm with you have been :                                 |
| e) |    | banned by any Govt. /CPWD authority? :                                       |
| 0  | DI |  |

6. Please confirm that you have read all the instructions carefully and have complied with accordingly. :

Signature of Witness

Signature of Tenderer with seal

(Full Name and address of witness in Block letters)

(Full Name and address of the persons signing in Block letters)

Whether signing as Proprietor/Partner/Constituted Attorney/duly authorized by the Company

Appendix-D

| 1.  | Whether firm/Contractor is registered for the          |
|-----|--|
|     | tendered work or not                                   |
| 2.  | Registration No. and Date                              |
| 3.  | Registration issued by                                 |
| 4.  | Registration valid up to                               |
| 5.  | Copy of Registration submitted or not                  |
| 6.  | GST registration No                                    |
| 7.  | Whether Copy of GST registration<br>certificate        |
|     | submitted or not with tender                           |
| -   | PAN No.  |
| 9.  | Whether Copy of PAN No submitted or not with           |
|     | tender   |
|     | Whether Copy of replacement Warranty period of         |
|     | new fittings enclosed or not                           |
| 11. | Whether EMD enclosed, if yes details of EMD            |
| 12. | Whether offer is valid up to 180 days or otherwise.    |
| 13. | Complete details of Banker with IFSC code, Account     |
|     | No. Name of Bank, Name of Branch, Bank Code,           |
|     | Swift code etc.  |
| 14. | Whether past performance Performa submitted along      |
|     | with copies of award of contracts or not               |
| 15. | Whether tender specification / work scope accepted     |
|     | by the firm/contractor or not                          |
| 16. | Whether all pages of tender has been signed by the     |
|     | Authorized signatory or not and returned with offer of |
|     | not.   |
| 17. | Whether all the terms and condition of the Tender      |
|     | Enquiry including payment terms are acceptable or not  |
| 18. | Any other specific condition of the firm/contractor    |
|     |  |

Signature..... (Name of the firm/Contractor) With seal/stamp

## <u>TENDER ACCEPTANCE LETTER</u> (The bidder must submit on Company Letter Head.)

Date: To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: Name of Tender / Work::-

Dear Sir,

1. I/ We have downloaded / obtained 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 entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department/ organizations 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 in its totality /entirety.
- 5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

YoursFaithfully,

(SignatureoftheBidder,withOfficialSeal)

| Form  | 68-0 |
|-------|------|
| FULLI | 00-A |

| Tender No   |              |
|---|--------------|
| Full name and address of the Tenderer in addition Contractor's telegrap | ohic Address |
| To post box No. if any should be quoted in all                          |              |
| Communication to this Office  |              |
| Telephone No  |              |
| Fax No  | From.        |
| Dear Sir,   |              |

I/We hereby offer to supply the stores detailed in the schedule here to or such portion thereof as you may specify in the acceptance of tender at the price given in the said schedule and agree to hold this offer open till I/we shall be bound by a communication of acceptance within the prescribed time.

1. I/We have understood the instructions to Tenderers in the booklet DGS&D-229 and conditions of contract in the Form No-68 (Revised) including in the pamphlet entitling conditions of contract governing contracts placed by the Central Purchases Organization of the Government of India read with the amendments annexed herewith and have thoroughly examined the specification drawing and/or pattern quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

Signature of the Tenderer with seal

The following pages have been added to and form part of this tender\_\_\_\_\_

Here paste coupon in case where coupons are supplied to contractors

Yours faithfully,

(Signature of the Tenderer with seal)

Address.....

(Signature of the Witness)

Address.....

| ated |
|------|
|------|

# Index-(Must be filled in all respect.)

26

| C1 N    |                                  | (T) 01 11 (1            |                                       |
|---------|----------------------------------|-------------------------|---------------------------------------|
| Sl. No. | Requirement                      | (Firm Should correctly  | (Indicate page number of tender       |
|         |                                  | fill following column.) | documents where related information   |
|         |                                  |                         | is shown/available it can be verified |
|         |                                  |                         | columns should be highlighted         |
| 1       | Whether Regd. with               |                         |                                       |
|         | CPWD/PWD                         |                         |                                       |
|         | etc.                             |                         |                                       |
|         | Validity of registration         |                         |                                       |
| 2       | Bid Security declaration         |                         |                                       |
| -       | Whether specification of work    |                         |                                       |
|         | confirmed or not                 |                         |                                       |
| 3       | Terms of work start and finish   |                         |                                       |
| 5       | (Our requirement is start within |                         |                                       |
|         | 07 Days and finished within 60   |                         |                                       |
|         | Days)                            |                         |                                       |
| 4       | Validity of offer (Our           |                         |                                       |
|         | requirement is 180 days from the |                         |                                       |
|         | date of opening)                 |                         |                                       |
| 5       | Past performance (attached or    |                         |                                       |
|         | not)                             |                         |                                       |
| 6       | Arbitration Clause (agreed or    |                         |                                       |
|         | not)                             |                         |                                       |
| 7       | Warranty Clause (agreed or not)  |                         |                                       |
| 8       | GSTIN NO. (attached or not)      |                         |                                       |
| 0       | USTIN NO. (attached of hot)      |                         |                                       |
| 9       | Liquidated damage clause         |                         |                                       |
|         | (agreed or not)                  |                         |                                       |
| 10      | Partnership agreement (attached  |                         |                                       |
|         | or not)                          |                         |                                       |
| 11      | Name & Add. Of Bankers.          |                         |                                       |
|         |                                  |                         |                                       |
| 12      | Whether business dealing         |                         |                                       |
|         | banned or not                    |                         |                                       |
| 13      | Whether tender signed properly   |                         |                                       |
| 14      | Pan Card Details                 |                         |                                       |
| 14      | GSTIN                            |                         |                                       |
| 1.5     | 001110                           |                         |                                       |

Signature of Tenderer

Date.....

Name of Tenderer

#### **INTEGIRITY PACT**

То

IG, KOS, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&K)-191101 Sub: Submission of Tender for the work of.....

Dear Sir,

I/We acknowledge that DEPARTMENT/CRPF is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE

Acceptance of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CRPF. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, CRPF shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of CRPF

#### INTEGRITY AGREEMENT

This Integrity Agreement is made at ..... on this ..... day of ...... 2024

#### BETWEEN

President of India represented through IG, KOS, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&K)/ Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

Through......(Here in after referred to as the (Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for

.....

(Name of work) Here in after referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under

Signature of Tenderer

Date.....

Name of Tenderer.

IG, KOS, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&K)

## 29 // SCHEDULE OF QUANTITY //

Online tenders are invited from registered firms/contractors for work of Repair & Maintenance of staff room, store room & washing area of Type-VI Quarter at KOS, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&K)-191101. As per details given below:-

| Sl.<br>No. | Details of Work   | Qty.   | Unit |
|------------|---|--------|------|
| 1.         | Brick work with common burnt clay machine moulded perforated bricks of class designation 12.5 conforming to IS: 2222 in superstructure above plinth level up to floor five level in cement mortar 1:6 (1 cement : 6 coarse sand) :With Modular bricks   | 7.25   | cum  |
| 2.         | Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level 1:4:8 (1 Cement : 4 coarse sand (zone-III) derived from natural sources : 8 graded stone aggregate 40 mm nominal size derived from natural sources)  | 4.23   | cum  |
| 3.         | Providing and laying Vitrified tiles in floor in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to 1S:15622, of approved brand & manufacturer, in all colour sand shade, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand) jointing with grey cement slurry @3.3 kg/sqm including grouting the joints with white cement and matching pigments etc. The tiles must be cut with the zero chipping diamond cutter only . Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, leveling system and rubber mallet for placing the tiles gently and easily. Double charge vitrified tile polished finish of size .Size of Tile 600 x 600 mm   | 18.16  | sqm  |
| 4.         | 12 mm cement plaster of mix :1:4 (1 cement: 4 coarse sand)  | 111.50 | sqm  |
| 5.         | Distempering with 1st quality acrylic distemper (ready mixed) having VOC content less than 50 gram/litre, of approved manufacturer and of required shade and colour all complete to achieve even shade and colour .New work (two or more coats) over and including water thinnable priming coat with cement primer having VOC content less than 50 gram/litre   | 39.65  | sqm  |
| 6.         | Finishing walls with Acrylic Smooth exterior paint of required shade: New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)   | 21.47  | sqm  |
| 7.         | Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. Hot finished welded type tubes  | 255.00 | Kg.  |
| 8.         | Providing and fixing precoated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm (+ 0.05 %) total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineerin-charge. The sheet shall be fixed using self drilling /self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required. | 45.80  | sqm  |
| 9.         | Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length (hold fast lugs or dash fastener shall be paid for separately). Second class teak wood   | 0.28   | cum  |
| 10.        | Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters.35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws.   | 5.75   | sqm  |

|     | 30   |       |       |
|-----|--|-------|-------|
| 11. | Providing & fixing glass panes with putty and glazing clips in steel doors, windows, clerestory windows, all complete with : 4.0 mm thick glass panes  | 4.39  | sqm   |
| 12. | Providing and fixing ISI marked, IS : 1341, M.S. heavy weight butt hinges with necessary screws etc. complete : 125x90x4.00 mm   | 20.00 | each  |
| 13. | Providing and fixing ISI marked oxidised M.S. sliding door bolts with nuts and screws etc. complete : 300x16 mm  | 10.00 | each  |
| 14. | Providing and fixing ISI marked oxidised M.S. handles conforming to IS:4992 with necessary screws etc. complete : 125 mm   | 10.00 | each  |
| 15. | Providing and fixing bright finished brass tower bolts (barrel type) with necessary screws etc. complete : $100x10 \text{ mm}$   | 10.00 | each  |
| 1.  | Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable I sdn surface / recessed steel conduit, with piano type switch, phenolic laminated sheet, suitable size MS box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. as required | -     | -     |
| 16. | Group C  | 8.00  | Point |
| 17. | 15/16 Amp Switch   | 6.00  | each  |
| 18. | 6 Pin 15/16 Amp socket   | 6.00  | each  |
| 19. | 2.5 sqm single core copper wire  | 90.00 | Mtr.  |
| 20. | 25 mm dia conduct PVC pipe   | 30.00 | Mtr.  |

Note:-i) The lowest bidder will be decided on overall rate of entire work instead of item (category) wise. Rates quoted by the bidder must be inclusive of applicable G.S.T (Goods and Services Tax) and all other charges if any but exclusive of EPF & ESI Contributions on the part of Employer as applicable with F.O.R (Site of work) at O/O

#### KOS, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&K)-191101.

ii) The E.P.F & E.S.I contributions on the part of employer in respect of the contract shall be paid by the contractor to concerned department well in time. These contributions on the part of the employer paid by the contractor shall reimbursable by this department on actual basis and on production of receipt of the concerned department.

> -sd-17/12/2024 (Anupam Srivastava) DIG Cum Estate Officer, HQr KOS, CRPF [For and on behalf of the President of India]

Signature of Bidder (with seal)

# FORMAT OF SOLVENCY CERTIFICATE

31

| Format1   |   |  |  |  |
|---|---|--|--|--|
| Reference No  | Date  |  |  |  |
| То  |   |  |  |  |
| Mr./Ms./M/sa custome<br>sum of Rs (Rupees in words<br>Is clarified that this information<br>any respect whatsoever more pa<br>issued at the specific request of t | i is furnished without any risk and responsibility on our partin<br>articularly either as guarantor or otherwise. This certificate is |  |  |  |
| Place:  |   |  |  |  |
| Date:<br>(with bank seal)   | BranchManager   |  |  |  |
| OR<br><mark>Format2</mark>  |   |  |  |  |
| Reference No  | Date  |  |  |  |
| То  |   |  |  |  |
| This is to certify thatas per information available, Shri/Smt./Ms, is solvent up to Rs(Rupees).This certificate is valid for the period fromto                    |   |  |  |  |
| Place:<br>I<br>Date: (withbankseal)   | Branch Manager  |  |  |  |
|   |   |  |  |  |

\*For the purpose of guidance.

## RAW MATERIALS I.E CEMENT, DISTEMPER, PRIMER, PUTTY, VITRIFIED TILE, SYNTHETIC ENAMEL PAINT&EUROPEAN WC ETC. ARE OF AS PER FOLLOWING APPROVED BRANDS SHOULD BE USED FOR WORKS.

The following are approved brand makes/manufacture's makes listed below, in use it is established that material as listed below is not available in the market. Approved equivalent material and finished of any other specialized brand names/manufacture's makes may be used as per approval of client/Architect.

# <u>Name of works:-</u> Repair & and Maintenance of staff room, store room & washing area of Type-VI Quarter at KOS, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&K)-191101.

| /No. | Item   | Approved Make  |
|------|--|--|
| 1    | Ordinary Portland cement                                     | ACC, GRASIM, Ambuja, Birla (Vikram) Ultra-tech.  |
| 2    | Reinforcement Bars   | Tata steel, SAIL, RINL, Secondary producer RATHI and BARNALA make.   |
| 3    | Synthetic Enamel Paints                                      | Burger (Luxol gold), Asian (Apcolite), ICI Dulux (Gloss),<br>Nerolac.  |
| 4    | Cement Paint, paint, distemper, primer                       | ICI India Ltd., Berger paint ltd., Good Loss Nerolac Paint,<br>Asian Paint Ltd., Jenson and Necholson India Ltd., Shalimar<br>Paint Ltd., Snowcem India Ltd.   |
| 5    | Admixture for concrete                                       | Cico, Sika, Pidilite, Asian, FOSROC & MBT  |
| 6    | Epoxy Paint  | Nerolac or equivalent  |
| 7    | Terrazo tiles (precast)                                      | NITCO, GEM, MODERN, HINDUSTAN, JONSON,<br>ORIENT, KAJARIA.   |
| 8    | Chequred tiles   | NITCO, GEM, MODERN, HINDUSTAN, JONSON,<br>ORIENT, KAJARIA.   |
| 9    | Water proofing compound                                      | CICO, By structural water proofing Co. FOSROC BY<br>Fosroc Ltd., IMPERMO by Snocem India, Cheseal by<br>Overseas water proofing compound, PIDILITE   |
| 10   | Paving Tiles/Paver Block                                     | Nitco Prefab, Ultra KK, TERRAFIRMA, UNISTONE.  |
| 11   | CC kerb stone  | Nitco Prefab, K.K. Manhole, TERRAFIRMA, UNISTONE.  |
| 12   | White cement   | Birla White, J.K. White or equivalent  |
| 13   | Structural Steel   | SAIL, TATA, RINL, ISCO, SRMB   |
| 14   | Mild Steel Tubes   | TATA, SAIL, ISCO, SRMB   |
| 15   | Welding Electrodes   | ESAB, Advani-orlikon, Weld Alloy   |
| 16   | RMC  | RMC, ACC, BIRLA, L&T and other manufacturer of RMC<br>subjected to approval of Engineer-in-Charge. The<br>contractor shall submit the RMC plant list for approval.<br>Contractor own plant of RMC with minimum capacity of 30<br>cum per hour. |
| 17   | TMT Fe 415/500   | TISCON, ISCON, RINL, SAIL, SRMB / SAI  |
| 18   | Stainless Steel  | Prism Engineers, JINDAL OR EQUIVALENT.   |
|      | LIST OF APPROVED MA  | AKES FOR ALUMINIUM WORKS   |
| 1    | Aluminum   | Indal / Hindalco / Jindal, Alom or equivalent.   |
| 2    | Masking Tapes  | Suncontrol/ Wonder Polymer   |
| 3    | Stainless Steel Screws for fabrication and fixing of windows | Kundan/ Puja/ Atulor equivalent.   |
| 4    | Proposed Treatment on MS Brackets                            | Galvanised brackets as per IS: 4759-1996, 610 gms/ sqm<br>(Microns) 80-90  |
| 5    | Stainless Steel Bolts/ Washers and Nuts                      | Kundan/ Puja/ Atulor equivalent.   |
| 6    | Stainless Steel Pressure Plate Screws                        | Kundan/ Puja/ Atulor equivalent.   |
| 7    | Stainless Steel Friction Stay                                | Earl Behari, Anandor equivalent.   |

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|----|--|---|
| 8  | EPDM Gaskets   | Roop/ Anandor equivalent.   |
| 9  | 6mm thick clear Float Glass  | Modi, St. Gobain, Gujrat Guardian Ltd, Float Glass of India.  |
| 10 | Weather silicon make and Grade   | Dow Corning / Wacker/ GE or equivalent.   |
| 11 | PVC Continuous fillet for periphery packing of Glazing / Curtain wall      | Roop/ Anand/ Forex Plastic or equivalent.   |
| 12 | Powder coating material pure polyester                                     | Berger/ GoollessNerolac or equivalent.  |
| 13 | Laminated reflective Glass   | Glaverbek (Belgium) St. Gobain or equivalent.   |
| LI |  | LS FOR SANITARY INSTALLATION AND WATER  |
|    |  | Y, DRAINAGE   |
| 1  | Sanitary wares   | Parryware, Hindustan Sanitary ware, CERA, Neycer,   |
| 2  | Bevelled edge mirror with PVC  | Seabird, Johnson CERA, Prayag, Jaynam or equivalent<br>Atul, Jolly, Modi Guard or equivalent.                     |
| 3  | GI Pipes/ M.S. Pipes   | Tata, GST, Jindal, Prayag, Hissaror equivalent.   |
| -  |  |   |
| 4  | Brass /CP Brass fittings   | Esco, kingston, Gem, Techno, Parko, Marc, Jaquar, Prayag,<br>Jaynam or equivalent.                                |
| 5  | Stainless Steel sink   | AMC, Neelkanth, Kingston, made of salem stainless steel or  |
| _  |  | equivalent.   |
| 6  | Automatic Flushing Cistern   | Parryware, Hindustan Sanitary ware, CERA, Neycer,   |
|    |  | Seabird, Johnson CERA, Utech – Toshi, Prayag.   |
| 7  | Surgeon Mixers   | Vijay, Jaquar   |
| 8  | GI Fittings  | Unik, , KS, RM, Tata, GST, Jindal Hissar or equivalent.   |
| 9  | Plastic WC seat cover  | Commander, Diplomat, Bestolite, Century, Parryware, Hindustan Sanitary ware, CERA, Neycer, Seabird, Johnson CERA. |
| 10 | Flush Valves   | Jaquar, AKOI or equivalent.   |
| 11 | C.P. Accessories   | Esco, ESS ESS, Dripless Delta, Lotis, AKOI or equivalent.   |
| 12 | Gunmetal Valves (Fullway Check and Globe Valves)                           | Leader, Sant, Jaynam, Zoloto or equivalent.   |
| 13 | Stoneware pipes & Gully trap   | Perfect, Burn, Parry or equivalent.   |
| 14 | C.I. Double flanged sluice valves  | Kirloskar, IVC, Burn or equivalent.   |
| 15 | C.I. Doubled flanged non return valves                                     | Kirloskaror equivalent.   |
| 16 | C.I. Manholes  | B.C., R.I.F., NECO or equivalent.   |
| 17 | Ball Valves  | Zoloto, IBP, ARCO or equivalent.  |
| 18 | Butterfly Valve  | AUDCO or equivalent.  |
| 19 | Water Tank   | Sintex, Polycon, Electroplast, Star, Lotus or equivalent.   |
| 20 | Water pumps  | Kirloskar, KSB, Harrison or equivalent.   |
| 21 | Float Volves   | IVC, leader or equivalent or equivalent.  |
| 22 | RCC pipes  | IHP or equivalent   |
| 23 | Centrifugal cast iron pipes 150mm/ 100mm dia and its accessories/ fittings | NECO, RIF, HIF, HEPCO or equivalent.  |
| 24 | Stainless Steel Wash-basin & WCs   | Jayna, Neelkanth, Prayag or equivalent  |

# (Signature of the Bidder, with Official Seal)

# Instructions for Online Bid Submission Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at http://eprocure.gov.in/eprocure/app.

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrollment is generally free of charge. During enrollment/ registration, the bidders should provide the correct/true information including valid email\_id. All the correspondence shall be made directly with the contractors/bidders through email\_id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/n-Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/Smartcard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smartcard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, their bid will be rejected.
- 13) 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/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Biddershould take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with

bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

- 16) Bidder should submit the specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender Fee/ EMD as applicable and enter details of the instruments.
- 19) 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 submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 23) He bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority(TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (ie after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) 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.

28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 1800-3070-2232 or send a mail over to -cppp-doe@nic.in, cppp-nic@nic.in.

-sd-17/12/2024 (Anupam Srivastava) DIG Cum Estate Officer, HQr KOS, CRPF [For and on behalf of the President of India]

Signature of the tenderer with seal