



GOVERNMENT OF INDIA, MINISTRY OF HOME AFFAIRS  
**CENTRAL RESERVE POLICE FORCE**  
O/O THE SPL. DIRECTOR GENERAL, NE ZONE HQR  
GUWAHATI (ASSAM) PIN-781023  
Control Room - **0361 2962524**



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**Tender Enquiry No. :- 39-NEZ-C/Cell-210CoBRA/2023-24      Dated      27/02/2024**

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Subject :- **Invitation of e-Tender.**

Dear Sir,

On behalf of the President of India, I invite you to tender online bids for **“Internal painting of 240 Men Barrack (Sukhdev Barrack) at 210 CoBRA, CRPF Dalgaon, Darrang, Assam”**.

2. If you are in a position to quote rate for “Internal painting of 240 Men Barrack (Sukhdev Barrack ) at 210 CoBRA, CRPF Dalgaon, Darrang, Assam” in accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be fully filled in, signed and sealed by the respective firm and submitted through e-Procurement site <https://eprocure.gov.in/eprocure/appfailing> which your tender will be liable to be ignored, and will not be considered.

3. This tender is not transferable.

Thanking you.

Yours Sincerely,

**Sd-27/02/2024**  
**Commandant (Engineer)**  
Contract Cell, NEZ HQR  
[For and on behalf of the President of India]

**:: SCHEDULE OF TENDER ::**

e-Tender Enquiry No. & Date	::	<b>39-NEZ-C/Cell-210CoBRA/2023-24, Date 27/02/2024</b>
Name of work	::	Internal painting of 240 Men Barrack (Sukhdev Barrack) at 210 CoBRA, CRPF Dalgaon, Darrang, Assam
Place of work	::	210 Cobra, CRPF, Dalgaon, Darrang, Assam-784116
Work schedule/Schedule of Quantity	::	Details as per <b>Annexure-‘I’</b> of the Tender enquiry
Amount of NIT/Estimated Cost	::	<b>Rs. 14,43,061/-</b> only
E.M.D. (In INR) @ 2% Fixed	::	<b>Rs. 28,861/-</b> -(Rupees, Twenty Eight thousand Eight hundred sixty one) only. <i>[Note:- EMD, in favour of “Commandant, 210 CoBRA, Dalgaon, Darrang, Assam-784116” and should be valid at least for 120 days from the date of opening of tender. If thereafter validity of the E.M.D. requires extension, the participated firm will be bound to extend the validity suitably. There is no exemption in EMD and it should be furnished by the bidder mandatorily. If the bidder fails to submit the EMD as specified then his tender will be liable to be rejected summarily]</i>
Date of Publishing of Tender	::	<b>01/03/2024 at 1230 Hrs</b>
Start date & time of submission online/offline documents	::	W.E.F. <b>01/03/2024, 1530 Hrs.</b> onwards.
Last date & time of submission online/offline documents	::	Till <b>08/03/2024</b> up to 1530 Hrs.
Date & time of opening of tender (Technical Bid)	::	On <b>09/03/2024</b> at 1545 Hrs.
Validity of offer	::	The tender shall remain open for acceptance till <b>120 days</b> from the date of opening of bid and the accepted rates shall remain valid during the period of execution including the extended period, if any.
Time allowed for completion of work	::	<b>90 days</b> which will be reckoned from the date of issue of Work Order or the date of handing over of the site, whichever is later.

02. Tenderers are advised to go through the **Earnest Money Deposit (EMD)** and **Two Bid system clause** of this Tender Enquiry before filling the tender. In case date of opening of tender happens to be a closed holiday, the tender will be opened on next working day at the stipulated time.

03. All relevant details, including specification, terms & condition etc are available on **E-Procurement web site** <https://eprocure.gov.in/eprocure/app> (CPPP). The same may be downloaded by the bidders. Details can also be seen at CRPF website [http://crpf.nic.in/tender\\_notices.htm](http://crpf.nic.in/tender_notices.htm). For any changes in Tender Enquiry/specifications etc, tenders are requested to visit CRPF/CPPP web sites regularly.

04. Scan copy of all Tender documents duly sealed and signed by firm, Earnest Money have to be uploaded through online on or before the schedule date and time prescribed in tender enquiry. Only original copy of **Earnest Money Deposit** and **Tender Acceptance Letter** (Attached as per **Appendix -‘C’**) to be submitted by the firm to **CONTRACT CELL, NE ZONE HQR, CRPF, GUWAHATI, ASSAM, PIN-781023** on or before fixed due date and time for opening of tender by post or by hand. In case the firm fails to submit the original copy of above documents on or before the due date and time for opening of tender quotation will be ignored.

05. The tenderer may survey the site and decide the quantum materials: It is important that each page of the tender acceptance letter which is written undertaking that all the terms and condition of the tender are understood and accepted should be signed and submitted online through e-procurement site <https://eprocure.gov.in/eprocure/app>.

**Sd-27/02/2024**

**Commandant (Engineer)**

Contract Cell, NEZ Hqr

[For and on behalf of the President of India]

## **::IMPORTANT INSTRUCTIONS AND GUIDELINES ::**

1. The intending Bidders must read all the terms and condition carefully and submit their tender through online (e-procurement web site in CPP Portal) before due date & time **i.e. before 08/03/2024 at 1530 Hrs** if they consider themselves eligible and are in possession of all the required documents. Bidders are also advised to go through the Earnest Money, Payment terms and other clauses, terms and conditions of this tender enquiry carefully before participating in bidding process. The Bids (**Technical Bids only**) against tender enquiry will be opened on the given date & time **i.e. on 09/03/2024 at 1545 Hrs** in the **Contract Cell, NEZ HQr, CRPF, Guwahati, Assam, PIN-781023**. However, date of opening of financial bids will be intimated to the eligible Bidders only after evaluation of technical bid.
2. Bidders are requested to submit their bid/tender documents online through e-procurement website in CPP Portal duly filled and completed in all respect as per norms. Only original copy of EMD & Tender Acceptance letter are required to be sent/submitted in a sealed envelope superscripted with **full address** of the **firm**, tender enquiry/notice **number & date**, name of **work, date** and **time** of opening etc by registered post/speed post duly stamped or by courier/by hand to the Contract Cell, NEZ HQr, CRPF, Guwahati, Assam-781023 so as to reach on or before the scheduled time and date as mentioned in the schedule to the tender enquiry. Department is not responsible for any postal delay. In case date of opening of tender happens to be a closed holiday, the tender will be opened on next working day at the stipulated time. Late/Delay/Non-submission of original documents manually in a sealed envelope to **Contract Cell, NEZ HQr, CRPF**, and Guwahati, Assam would result in rejection of bid during online bid opening.
3. All Tender documents attached with this invitation to tender including specifications are sacrosanct for considering any offer as complete offer. It is therefore important that **Tender Acceptance Letter** (As per **Appendix-'C'** of Tender Enquiry) which is a "**Written Undertaking**" that all the terms and conditions of the tender are understood and accepted, should be ink signed and submitted along with all documents as required with the bid.
4. **Name** and **status** of the person signing the tender documents should clearly be mentioned in the tender documents.
5. While opening the tenders, the technical bid will be opened first instance and evaluated by the competent committee or authority. If the firm fails to full fill at the conditions specified in the tender notice and fails to attach the documents as asked above, the tender will be rejected immediately. At the second stage, financial bids of technical qualified firms will be opened for further evaluation and ranking before awarding the contract. Award of contract will be awarded overall **L-1 firm**.
6. The works required to be executed on credit basis and no interest will be payable on the delayed payment. The payment will be made direct to the Firm/ Contractor bank account through ECS on recoupment of bill. Payment in advance or immediately cannot be made. GST/TIN number of the firm should be clearly shown / quoted in the tender.
7. Intending Bidder 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/services of magnitude specified.
8. The contractor submitting the tenders against the subject tender enquiry are informed that all relevant details with reference to the tender enquiry stipulations are clearly responded to. In case any of the tender enquiry stipulation are not clearly stated to or replied to by any of the contractor, **no repeat no** clarifications will be sought from the concerned firm and its offer will be rejected out rightly.
9. The Contractor shall comply with the orders issued by the **Commandant (Engineer), NE Zone CRPF at Guwahati, Assam** from time to time during the contractual period. If he fails to do so, his failure will be a breach of contract and the **Commandant (Engineer), NE Zone, CRPF** in his discretion without prejudice to any other right or remedy available in law can cancel the contract. The contractor shall be liable for any pecuniary liability arising on account of any violation by him.
10. Agreement shall be drawn/work order will be issued to the successful Bidder. Bidders shall quote their rates as per terms and conditions which will form part of the agreement/contract.
11. The rates quoted by the Contractor should be **inclusive** of all taxes.
12. Intending bidders are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their bids as to the nature of the ground and sub soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice with terms & conditions mentioned there in, all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc will be issued to him by the government and location conditions and other factors having a bearing on the execution of the work.
13. The bid for the work shall remain open for acceptance for a period of **120 days** from the date of opening of the bid and rate of accepted bid shall remain valid during the proposed contractual period including extension period if any. If any bidder withdraws his bid before said period or issue of letter of

acceptance whichever is earlier or makes any notifications in the terms and conditions of the bid which are not acceptable to the department, then the government shall, without prejudice to any other right or remedy, is at liberty to forfeit the said earnest money (bid security) as aforesaid. Further the bidder shall not be allowed to participate in the re-bidding process of the work.

14. The officer inviting bid or his duly authorized assistant will open bid in the presence of intending contractors who may be present at the time of opening and will enter the amounts of the several bids in a comparative statement in a suitable form, in the event of a bid being accepted, a receipt for the earnest money forwarded therewith shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specification and other documents. In the event of a bid being rejected, the earnest money forwarded which such unaccepted bid shall thereupon be returned to the contractors remitting the same, without any interest.

15. 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.

16. The officer inviting bids shall have the right of rejecting all or any of the bids and will not be bound to accept the lowest or any other bid.

17. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assigning of any reason. All bids in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

18. The competent authority on behalf of President of India reserves to himself the right or accepting the whole or any part of the bid and the bidder shall be bound to perform/provide the same at the rate quoted by him/accepted by the department.

19. Canvassing whether by bidders directly or indirectly in connection with bids is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.

20. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules. The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law (s) for entering into Contract and the User/CLIENT will not in any way be liable or responsible for any default / irregularities / penalties on the Contractor's part.

21. The Contractor or his authorized representative should visit the site as per requirement and meet Estate officer with prior appointment for any clarifications and to receive instructions, etc. at the site.

22. The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required, in accordance with this Tender. The Contractor should obtain approvals, if any, necessary for the work from the Statutory Bodies on behalf of the USER/CLIENT. The Contractor shall assist the User/CLIENT fully in respect of any liaison with the Municipal or any other Authority for necessary approval / permission with regard to the maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to the User/CLIENT.

23. The Competent Authority has 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 has also reserved the right to increase/decrease/alter the place of work/ quantity of work etc. and no claims what so ever will also be entertained.

24. If the Bidder want to mention any specific condition, it should be mentioned on the covering/forwarding letter in firm's letter head only which will be placed on the first page of the bid. Such condition mentioned in any other document shall not be given any consideration.

**Sd-27/02/2024**

**Commandant (Engineer)**

Contract Cell, NEZ HQr

[For and on behalf of the President of India

[\_\_\_\_\_] **Signature of Bidder**  
(with seal)

**::GENERAL CONDITIONS OF THE CONTRACT ::**

1	<b>Terms of price</b>	<p>1.1) <b>Price should be quoted only as per price bid format/B.O.Q provided along with tender documents at e-procurement site <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>.</b> The price bid in B.O.Q format/template should not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for the tender. Bidders are allowed to enter the bidder name and values only. <b>No price bid is required to be submitted with offline bid documents under technical bid.</b></p> <p>1.2) <b>The lowest bidder will be decided on overall rate of entire work. Rates quoted by the bidder must be inclusive of all applicable taxes and other charges.</b></p> <p>1.3) The E.P.F &amp; 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 be reimbursed by this department on actual basis only on production of receipt of the concerned department, at the time of claim of bill. It is required to produce documentary evidences to the concerned authority, violation of which even can end with termination of contract.</p>
2	<b>Payment terms</b>	<p>2.1) Works/Services category wise as per schedule to tender are to be provided as RA/Final Bill produced by the contractor and verified by component authority of the department will be provided on <b>credit basis</b> and <b>E.C.S payment will only be made through PAO/RPAO</b> for further drawl action after satisfactorily completion of work as per specification, on production of bill in triplicate, bank mandate form, cancelled cheque. No interest will be payable on delayed payment, if any.</p> <p>2.2) Income Tax, GST-TDS, Labour Cess, Water Charges and other taxes as applicable will be deducted from the bill of contractor by CRPF/PAO/RPAO as per norms.</p> <p>2.3) While making payment TDS under section 194 (C) of I/Tax Rule 1961 and CGST &amp; SGST Act'2017 if any applicable will be deducted from the bill amount before release of payment.</p> <p>2.4) <b>No payment will be made for the contract till producing registration and payment for labours in EPFO &amp; ESIC.</b></p> <p>2.5 ) Payment cannot be made in advance or immediately.</p> <p>2.6 ) Any discrepancy in settlement of bills may be brought to the notice of User/CLIENT within a period of one month after the settlement of the Bills. User/CLIENT will not entertain any claim regarding any dispute in settlement of the bills after stipulated time.</p> <p>2.7 ) RA Bill – Contractor is free to claim RA Bill as pert for the work executed. However, the frequency of RA Bill will not be less than 15 days.</p>
3	<b>Tender fees</b>	3.1)Rs. 00.00 ( <b>Nil</b> )
4	<b>Earnest Money Deposit</b>	<p>4.1) All the contractors are required to deposit <b>Earnest Money/Bid Security</b> Deposit (E.M.D.)as specified in invitation/schedule to tender along with their bid if applicable failing which their offers will be summarily rejected.</p> <p>4.2) The <b>E.M.D.</b> shall be deposited by the bidders to <b>Contract Cell, NEZ HQR, CRPF, Guwahati, Assam-781023</b> through any of the following alternative forms :-</p> <ol style="list-style-type: none"><li>Crossed bank draft/banker cheque drawn in favour of the <b>“Commandant, 210 CoBRA, Dalgaoon, Darrang, Assam-784116”</b>. <b>Personal Cheque will not be entertained and will result in rejection of bid.</b></li><li>Fixed deposit receipt drawn in favour of the <b>“Commandant, 210 CoBRA, Dalgaoon, Darrang, Assam-784116”</b>.</li><li>An irrecoverable bank guarantee of any nationalized/ scheduled bank or reputed commercial bank in the attached format as <b>Appendix- ‘B’</b>.</li></ol> <p>4.3) The <b>E.M.D.</b> shall remain valid for a period of <b>120 days</b> from the date of tender opening and be deposited to the department. If the validity of the tender is extended, the validity of the BG/or any other alternate documents submitted in lieu of <b>E.M.D.</b> will also be suitably extended by the Bidder, failing which their tender after the expiry of the aforesaid period shall not be considered by the purchaser.</p> <p>4.4) <b>No interest</b> shall be payable on the Earnest Money Deposited by the Bidder.</p> <p>4.5) The <b>E.M.D.</b>is liable to be forfeited if the Bidder withdraws or amends/impairs or derogates from the tender in any respect within the period of validity of his tender.</p> <p>4.6) The <b>E.M.D.</b> of the successful Bidder shall be returned after depositing of <b>Performance Guarantee (P.G.)</b>.</p> <p>4.7) If the successful Bidder fails to furnish the Performance Guarantee (P.G.) as required in the contract within the stipulated period, the <b>E.M.D.</b> shall be treated as Performance Guarantee (P.G.) for all practical purposes.</p> <p>4.8) <b>E.M.D.</b> of all the unsuccessful bidders will be returned as early as possible after the expiry of bid's validity, but not later than 30 days after placement of contract. Bidders are advised to send a pre-receipt challan along with their bids so that refund of earnest money can be done in time.</p> <p>4.9) Any tender, where the Bidder is required to deposit <b>E.M.D.</b>in terms of conditions mentioned in preceding paras, not accompanied with <b>E.M.D.</b>in any one of the approved forms acceptable to the competent authority, shall be summarily rejected. <b>(As per GOI O/O AS &amp; DC, MSME vide OM F.NO. 21(8)/2011-MA dated 09/11/2016 and also by CPWD vide OM NO. DG/MAN/Misc./12 dated 25/07/2017, there is No exemption of EMD for work contracts).</b></p>

5	<b>Performance Guarantee</b>	<p>5.1) The successful contractor shall have to deposit a <b>Performance Guarantee (P.G.)</b> equivalent to <b>3% (Three Percentage)</b> of the contract value of the work within <b>07 (Seven)</b> days from the date of acceptance of contract or issue work order whichever is earlier for due performance, failure on the part of the firm to deposit the Performance Guarantee within stipulated time empowers the competent authority to cancel the contract.</p> <p>5.2) The Performance Guarantee submitted by the contractor will remain valid at least for <b>60 days beyond the date of completion</b> of all contractual obligations of the contractor including warranty obligations.</p> <p>5.3) The Performance Guarantee shall be deposited to <b>Contract Cell, NEZ HQR, CRPF, Guwahati, Assam-781023</b> in any of the following alternative forms:-</p> <ol style="list-style-type: none"><li>A crossed bank draft drawn in favour of the <b>“Commandant, 210 CoBRA, Dalgaon, Darrang, Assam-784116”</b>.</li><li>Fixed deposit receipt drawn in favour of the <b>“Commandant, 210 CoBRA, Dalgaon, Darrang, Assam-784116”</b>.</li><li>An irrecoverable bank guarantee of any nationalized/ scheduled bank or reputed commercial bank in the attached format as at <b>Appendix-‘B’</b>.</li></ol> <p>5.4) In case the contractor fails to deposit the Performance Guarantee within the stipulated period including extended period if any, the Earnest Money Deposited (E.M.D.) by the contractor along with his bid shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid Performance Guarantee.</p> <p>5.5) If the contractor fails to provide required services as per schedule from the contract commencement date and places requests for extension of time, he shall submit an undertaking on Non-judicial stamp paper of Rs. 10/- only duly attested by the Notary Public stating that the Performance Guarantee has already been extended for sixty days beyond the guarantee/warranty period of the contract.</p> <p>5.6) In case a Fixed Deposit Receipt (F.D.R.) of any Bank is furnished by the contractor to the Government as part of the performance guarantee 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</p> <p>5.7) The Performance Guarantee shall be withheld or forfeited in full or part in case the work order is not executed/complied satisfactorily within the stipulated period or requisite standard within the guarantee period is not undertaken to the best satisfaction of the user/department.</p> <p>5.8) Performance Guarantee will be returned to the bidder only after end of all contractual obligations.</p>
6.	<b>Recovery of Security Deposit/ Retention Money</b>	<p>6.1) The person/persons whose tender(s) may be accepted (hereinafter called the contractor), shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of <b>2.5%</b> of the gross amount of each running bill (periodic/interim payment) and final bill till the sum deducted will amount to <b>2.5%</b> of the tendered value of the work as <b>Security Deposit/Retention Money</b> in addition to Performance Security. The earnest money instead of being released may form part of the security deposit.</p> <p>6.2) 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.</p> <p>6.3) 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.</p> <p>6.4) 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 Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.</p>
7.	<b>System of bidding</b>	<p>7.1) All bidders are required to submit their offer in two bid system i.e. <b>Technical Bid</b> and <b>Financial Bid</b> separately.</p> <p>7.2) In Technical Bid, the bid documents as per below mentioned details are required to be submitted only on CPPP in <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>. Certain documents which are also mentioned below are required to be submitted in <b>original manually</b> and to be dropped in tender box at Contract Cell, NEZ, HQR, CRPF, Guwahati, Assam in a sealed envelope through by hand/registered post/parcel etc.</p> <p>7.3) The composite bid i.e. rate indicating in the Technical Bid “OPENLY” shall be ignored and bid will be <b>rejected</b> summarily.</p> <p>7.4) <u>Price should be quoted only as per Price Bid (Financial Bid) format/B.O.Q. provided along with tender documents at e-procurement site <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>.</u> No price bid is required to be submitted with offline bid documents under technical bid.</p>

8.	<b>Method of submission of bid.</b>	<p><b>First Cover (Technical bid) :-</b></p> <p>8.1) The submission of technical bid will be entertained only online in e-procurement website. The Tender Enquiries duly filled in all aspects and having completed all applicable formalities along with <b>scanned copies</b> of required documents as per below mentioned details may be submitted online through CPP Portal as well as original as required and mentioned below be sent in sealed envelope duly superscripted with tender enquiry number, Name of Work and date of opening by registered post/speed post duly stamped or by courier/by hand to the <b>Contract Cell, NEZ HQr, CRPF at Guwahati, Assam, PIN-781023</b> so as to reach on or before the scheduled time and date as mentioned in the schedule to the tender enquiry. <b>Department is not responsible for any postal delay.</b></p> <p>8.2) Details of documents required to be furnished/submitted by all the bidders in technical bid for participating in the bidding process are as under :- <b>(a) Documents (Legible scanned copy, duly signed) required to be submitted online in CPPP under Technical Bid :-</b></p> <ol style="list-style-type: none"><li>1. All pages of the tender documents duly completed &amp; signed in all respect by the authorized signatory of the firm/contractor under the <b>seal</b>.</li><li>2. Scanned Copy of EMD.</li><li>3. Copy of valid registration of the firm as a registered <b>“Contractor”</b> with CPWD/MES/BRO/NBCC/STATE PWD or equivalent as per the nature of work and class as per the tender amount. <i>[Note :- The enlistment of the contractors should be valid on the last date of submission of tenders. In case only the last date of opening of tender is extended, the enlistment of contractor should be valid on the original date of opening of tenders. A copy of Registration Certificate as a <b>“Contractor”</b> issued by competent authority of CPWD/MES/BRO/NBCC/STATE PWD 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 ministry, the relevant documents of such renewal application along with undertaking of the firm should be essentially submitted with their bid.]</i></li><li>4. Basic Information About the Bidder/Firm/Contractor (As per <b>Appendix-‘A’</b> of Tender Documents.)</li><li>5. Copy of valid <b>PAN</b> Card.</li><li>6. Copies of <b>Income Tax Returns, Audited Balance Sheets, Annual Turnovers</b> etc. for the Assessment Year = <b>2020-21, 2021-22, 2022-23</b> [Bidder should have annual average turnover during the last three years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated cost. Bidder should submit audited balance sheets / P&amp;L account duly certified by the CA, for the last 3 financial years. Any false and/or inadequate information may result in rejection of the tender.]</li><li>7. Copy of registration certificate under <b>GST</b> Act or copy of Latest G.S.T returns of the firm.</li><li>8. Past performance of last <b>03</b> (three) years/experience for<ol style="list-style-type: none"><li>a) <b>Three</b> similar completed works costing not less than the amount equal to <b>40%</b> of the estimated cost under Central Govt./State PWD or equivalent <b>Or</b></li><li>b) <b>Two</b> similar completed works costing not less than the amount equal to <b>60%</b> of the estimated cost under Central Govt./State PWD or equivalent <b>Or</b></li><li>c) <b>One</b> similar completed works costing not less than the amount equal to <b>80%</b> of the estimated cost under Central Govt./State PWD or equivalent</li></ol><b>along with its completion certificates issued by not below the rank of Executive Engineer.</b>(Tenderers should give their past performance in the specified format as per <b>Appendix-‘D’</b>)</li><li>9. Copy of registration of <b>EPF &amp; ESIC</b>.</li><li>10. Bank Remittance Particulars (viz copy of Bank Passbook/Cancelled Cheque etc.).</li><li>11. Complete Postal address of contractor/Firm along with copy of valid I/Card viz Voter I/D Card, Aadhar Card etc.</li><li>12. Partnership Agreement of the firm (if the firm is a partnership firm) along with Specific Information as asked for as per <b>Appendix-‘E’</b>. (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).</li><li>13. Any other relevant documents which the firms wish to submit as a part of offer.</li></ol> <p><b>b) Documents required to be submitted original manually (Offline) in Sealed Envelope superscripted with Tender ID, name of work etc by Registered Post or to be dropped in tender box at Contract Cell, NEZ HQr, CRPF, Guwahati, Assam under Technical Bid :-</b></p> <ol style="list-style-type: none"><li>1. Original <b>Earnest Money Deposit</b> (As per schedule to Tender).</li><li>2. <b>Tender Acceptance Letter</b> :- The firm should mandatorily submit the Tender Acceptance Letter (As per <b>Appendix-‘C’</b>) on Firm/Contractor’s letter head duly ink signed which should be clearly readable. The contractor may also upload a copy if he wishes so.</li></ol> <p><b>Note :- No other documents other than original EMD and original Tender Acceptance Letter needs to be submitted offline.</b></p> <p>8.3). On due date &amp; time, the Technical Bid will be opened and evaluated by the appropriate committee. Bids which will be accepted in technical bid evaluation stage will be considered for opening of Financial Bid. No financial bid will be opened in respect of bids which are technically disqualified.</p> <p><b>Second Cover (Financial/Price Bid) :-</b></p> <p>8.4). Details of documents required to be furnished/submitted by all the bidders in <b>Financial Bid</b> for participating in the bidding process are as under :-</p> <ol style="list-style-type: none"><li>i) Details of rates, taxes, duties and discounts, if any, be quoted by the bidder in</li></ol>
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		<p>the <b>BOQ</b> which is an MS Excel Sheet and should be downloaded from the e-procurement site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.</p> <p>ii) Rates must be clearly written in <b>figures</b> as well as in <b>words</b>.</p> <p>iii) Name of bidder must be written in the appropriate filed of BOQ by each bidder.</p> <p>iv) The Financial Bid will only be accepted through online in BOQ format and offline price bid will not be accepted.</p> <p>8.5) Prices should be quoted for each work as per enclosed <b>BOQ</b> format provided along with the tender document at e-Procurement site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.</p> <p>8.6) Quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate Analysis for scrutiny of the rates by User/CLIENT.</p>
9	<b>Labour Laws to be complied by the Contractor</b>	<p>9.1) The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971.</p> <p>9.2) The contractor shall also obtain a valid license under the said Act before the commencement of the work, and continue to have a valid license until its completion.</p> <p>9.3) The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.</p> <p>9.4) The contractor shall also abide by the provisions of the Child Labour and Adolescent Labour (Prohibition and Regulation) Act, 1986.</p> <p>9.5) The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment &amp; Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.</p> <p>Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.</p> <p><b>9.6). No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.</b></p>
10	<b>Time and Extension for Delay</b>	<p>10.1) <b>Time will be the essence of contract.</b></p> <p>10.2) The time allowed for execution of the Works as specified in the NIT or the extended time in accordance with these conditions shall be the essence of the Contract. <b>The execution of the work shall commence from the date of issue of Work Order or the date of handing over of the site, as notified by the Engineer-in-Charge, whichever is later.</b> If the Contractor commits default in commencing the execution of the work as aforesaid and such default continues even after 10 days after a notice in writing has been given by the Engineer in charge, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law. The contract shall stand determined when such decision regarding the forfeiture of the Performance Guarantee is communicated to the contractor.</p> <p>10.3) <b>Delays due to reasons beyond the control of both parties:</b> If the work(s) be delayed by:- (i) Force majeure, or (ii) Abnormally bad weather, or (iii) Serious loss or damage by fire, or (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or (v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or (vi) Any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the control of both parties</p> <p>then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Authority. The said authority, on receipt of such notice, considering the factual ground situation, give a fair and reasonable 'justified extension of time' and reschedule the mile stones for completion of work.</p> <p>10.4) The contractor shall have no claim of damages against the delays listed in this sub clause i.e. sub clause 10.3.</p>
11	<b>Minimum Wages Act and EPFO &amp; ESIC</b>	<p>11.1) The contractor shall comply with the provisions of Minimum Wages Act, 1948 and Contract Labour (Regulation and abolition) Act, 1970 amended from time to time and rule framed there under and other labour laws affecting contract labour that may be brought into force time to time. <b>The contractor should also pay wages to his engaged labours against the contract as per existing notification of Ministry of Labour &amp; Employment, G.O.I. including revision which takes place during the contractual period. Probable inflation of minimum wages during contractual period should be considered and taken into account while submitting bid. At the time of claim of bill it is required to produce documentary evidences (i.e. bank statement of employees) to the concerned authority, violation of which even can end with termination of contract.</b></p> <p>11.2) The contractor shall have registration with EPFO and ESIC. The E.P.F &amp; 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 <u>shall be reimbursed by this department on actual basis and on producing receipt of the concerned department as per the applicable EPF &amp; ESIC.</u></p>
12	<b>Termination of agreement</b>	<p>12.1) If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a <b>notice period of 6 days</b>, 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</p>



		<p>for any part of the assets or property of contractor and/or</p> <p>(c) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or</p> <p>(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.</p> <p>(e) <b>In case of fraud committed by the contractor, the client holds the right to terminate the contract and also forfeit the PG/EMD.</b></p> <p>12.2) 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.</p>
13	<b>Termination of contract on death of contractor</b>	<p>13.1) Without prejudice to any of the right or remedies under this contract, if the contractor dies, the <b>Commandant (Engineer),NEZ</b> with the recommendation of competent authority, 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 <b>Commandant(Engineer), NEZ</b> with the recommendation of competent authority, 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, the Commandant (Engineer), NEZ with the recommendation of competent authority, 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 Commandant (Engineer) NEZ with the recommendation of competent authority, in such assessment shall be final and binding on the parties. In the event of such cancellation the Commandant (Engineer) NEZ with the recommendation of competent authority, shall not hold the estate of deceased contractor and/or the surviving partners of the contractor's firm liable for any damages for non-completion of contract.</p>
14	<b>Escalation of Cost</b>	<p>14.1) Claims regarding escalation in cost of material &amp; labour in any circumstance will not be entertained. The intending bidders before participating in the Tender must ensure the same.</p>
15	<b>Contractor Liable for Damages, defects during defect liability Period</b>	<p>15.1) If the contractor or his working people or servants shall break, deface, injure or destroy any part 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 or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within Liability Period i.e. <b>06 (six) Months (other than road work, water proofing treatment and Anti Termite Treatment work, Performa attached as Appendix G)</b> 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.</p> <p>15.2) The security deposit of the contractor shall not be refunded before the expiry of Defect Liability Period i.e. <b>06 (six) Months (other than road work, water proofing treatment and Anti Termite Treatment work, Performa attached as Appendix G)</b> 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.</p> <p>15.3) 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.</p> <p>15.4) In case of Maintenance and Operation works of E&amp;M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.</p>
16	<b>Compensation for Delay</b>	<p>16.1) 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.</p>
17	<b>Other terms &amp; condition</b>	<p>17.1) 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.</p> <p>17.2) All works, complaints / instructions given by the respective authorities covered under the <b>Annual Maintenance Contract</b> 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.</p>

	<p>17.3) Personnel employed for operation of STP/Water treatment plant/ESS should have experience of Operation, maintenance &amp; services of respective services and equipment and all personal records should be maintained by the contractor.</p> <p>17.4) 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.</p> <p>17.5) Technical manpower should be provided by successful bidder to execute the specialized work.</p> <p>17.6) 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. <b>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.</b> 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.</p> <p>17.7) 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 fulfil 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 Labour Deptt. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.</p> <p>17.8) 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.</p> <p>17.9) 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 &amp; Abolition) Act, 1970.</p> <p>17.10) 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. <u>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.</u></p> <p>17.11) 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.</p> <p>17.12) 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.</p> <p>17.13) The Contractor shall provide all necessary Tools &amp; 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&amp;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.</p> <p>17.14) 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.</p> <p>17.15) It is the contractor's responsibility to coordinate with other service providers No other charges for such works shall be payable</p>
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**Sd-27/02/2024****Commandant (Engineer)**

Contract Cell, NEZ HQr

[For and on behalf of the President of India]

[.....]

**Signature of Bidder**

(with seal)

### **SPECIAL TERMS & CONDITIONS OF THE CONTRACT**

1. If a bidder / tenderer quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
2. Temporary I-card may be issued by the Estate Officer to skilled labour /operators/ Supervisor. So that frequent movement can be done for the sake of speedy resolution of complaints. However labour camp will not be permitted in the CRPF premises CRPF is not responsible for any type of arrangement of labour camp. Contractor is solely responsible for the accommodation & timely wages to their staff.
3. User/CLIENT does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by User/CLIENT. If required, User/CLIENT may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by User/CLIENT within stipulated time. User/CLIENT reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.
4. The manpower deployed by the contractor should be polite, cordial, positive, and efficient and their personal records should be maintained by the contractor while handling the assigned work so that their actions promote goodwill and enhance the image of User/CLIENT. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously.
5. The Contractor should not employ any person who is prohibited by Law from being employed for fulfilling obligations under this Contract. Any indecent behaviour / suspicious activities of the staff employed shall be viewed seriously and a suitable penalty shall be imposed on contractor. The contractor is also required to submit the list of workers with photo ID, educational qualification, address proof, etc. before deputing the workers. An attendance register shall be maintained by the contractor at site indicating number of persons deployed for the inspection by User/CLIENT officials/representative.
6. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to User/CLIENT in kind or cash will be viewed seriously and User/CLIENT will have the right to take legal action along with levy damages or fine and / or even terminate the Contract forthwith, if necessary.
7. The appointed contractor is required to generate End of the Day (EoD) reports on status of works, labour deployed, etc. to the concerned officer of the Client.
8. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by User/CLIENT from time to time.
9. In case of emergency work, no extra payment for working in odd hour will be made.
10. The property will be handed over to the Contractor on 'as is where is' basis and the contractor shall ensure proper service to a reasonably satisfactory level.
11. User/CLIENT reserves to change scope of work during the contract period.
12. The successive bidders are responsible for replacing/repairing the stores while got defective during the warranty/guarantee/liability period.
13. The purchaser reserves the right to place order on the next higher successful firm if the firms quoting lower rates do not fulfil the requirements of Tender Enquiry due to their limited bank solvency/capacity.
14. Reject / Cancel / Scrap : 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.
15. **The contractor should possession of labour license under the contract labour (Regulation and abolition) act, 1970 & 1971 from regional labour commission (Central) of area concerned.**
16. 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. 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 India specification shall be followed.
17. 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.
18. Department will not be responsible for any kind of incident involving the labour during or after the work. The contractor must ensure the workers against all contingencies and be responsible for their safety.
  19. **This Notice Inviting Tender and Integrity Agreement (Refer Appendix F) shall form a part of the contract document.**
  20. The L1 bidder will have to submit a copy of this Tender duly signed on each page along with other relevant documents if required during award of work.
  21. **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 **Commandant, 210 CoBRA, Dalgaon, Darrang, Assam-784116**/Work committee/Officer Commanding of Building / Engineer in charge. The **Commandant, 210 CoBRA, Dalgaon, Darrang, Assam-784116** 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.
  22. 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 Commandant(Engr.), NE Zone, CRPF, Guwahati, Assam.
  23. **ADDITIONAL SPECIFICATION FOR CIVIL WORKS :**
    - a). All materials required to be used on works shall be got approved from the / Officer Commanding of Building in advance. In case of doubt on any material, The **Commandant, 210 CoBRA, Dalgaon, Darrang, Assam-784116** wears the right to get the material test from Govt. approved labs/NABL.
    - b). The quoted rate should be inclusive of all taxes, levies, works contract taxes, duties etc.
    - c). 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-27/02/2024**

**Commandant (Engineer)**

Contract Cell, NEZ HQr

[For and on behalf of the President of India]

[.....]  
**Signature of Bidder**  
(with seal)

**LIST OF APPROVED MAKES FOR CIVIL WORKS**

S/N	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 (Apolite), ICI Dulux (Gloss), Nerolac.
4.	Cement Paint, paint, distemper, primer	ICI India Ltd., Berger paint ltd., Good Loss Nerolac Paint, Asian Paint Ltd., Jenson and Necholson India Ltd., Shalimar Paint Ltd., Snowcem India Ltd.
5.	Cement based wall putty	Asian, Birla, JK, Nerolac, Berger
6.	Admixture for concrete	Cico, Sika, Pidilite, Asian, FOSROC & MBT
7.	Epoxy Paint	Nerolac or equivalent
8.	Terrazzo tiles (precast)	NITCO, HINDUSTAN, JONSON, ORIENT, KAJARIA, Somani
9.	Chequered tiles	NITCO, HINDUSTAN, JONSON, ORIENT, KAJARIA, Somani
10.	Vutrified/Ceramic Tiles	NITCO, HINDUSTAN, JONSON, ORIENT, KAJARIA, Somani
11.	Water proofing compound	CICO, By structural water proofing Co. FOSROC BY Fosroc Ltd., IMPERMO by Snocem India, Cheseal by Overseas water proofing compound, PIDILITE
12.	Paving Tiles/Paver Block	Nitco Prefab, Ultra KK, TERRAFIRMA, UNISTONE.
13.	CC kerb stone	Nitco Prefab, K.K. Manhole, TERRAFIRMA, UNISTONE.
14.	White cement	Birla White, J.K. White or equivalent
15.	Structural Steel	SAIL, TATA, RINL, ISCO, SRMB
16.	Mild Steel Tubes	TATA, SAIL, ISCO, SRMB
17.	Welding Electrodes	ESAB, Advani-orlikon, Weld Alloy
18.	RMC	RMC, ACC, BIRLA, L&T and other manufacturer of RMC subjected to approval of Engineer-in-Charge. The contractor shall submit the RMC plant list for approval. Contractor own plant of RMC with minimum capacity of 30 cum per hour.
19.	TMT Fe 415/500	TISCON, ISCON, RINL, SAIL, SRMB / SAI
20.	Stainless Steel	Prism Engineers, JINDAL OR EQUIVALENT.
21.	WPC Door	Rajshri, SV Woods, Floresta, Trex.
<b>LIST OF APPROVED MAKES FOR ALUMINIUM WORKS</b>		
22.	Aluminum	Indal / Hindalco / Jindal, Alom or equivalent.
23.	Masking Tapes	Suncontrol/ Wonder Polymer
24.	Stainless Steel Screws for fabrication and fixing of windows	Kundan/ Puja/ Atulor equivalent.
25.	Proposed Treatment on MS Brackets	Galvanised brackets as per IS: 4759-1996, 610 gms/ sqm (Microns) 80-90
26.	Stainless Steel Bolts/ Washers and Nuts	Kundan/ Puja/ Atulor equivalent.
27.	Stainless Steel Pressure Plate Screws	Kundan/ Puja/ Atulor equivalent.
28.	Stainless Steel Friction Stay	Earl Behari, Anandor equivalent.
29.	EPDM Gaskets	Roop/ Anandor equivalent.
30.	6mm thick clear Float Glass	Modi, St. Gobain, Gujrat Guardian Ltd, Float Glass of India.
31.	Weather silicon make and Grade	Dow Corning / Wacker/ GE or equivalent.
32.	PVC Continuous fillet for periphery packing of Glazing / Curtain wall	Roop/ Anand/ Forex Plastic or equivalent.
33.	Powder coating material pure polyester	Berger/ GoollessNerolac or equivalent.
34.	Laminated reflective Glass	Glaverbek (Belgium) St. Gobain or equivalent.
<b>LIST OF APPROVED MAKES OF MATERIALS FOR SANITARY INSTALLATION AND WATER SUPPLY, DRAINAGE</b>		
35.	Sanitary wares	Parryware, Hindustan Sanitary ware, CERA, Neycer, Seabird, Johnson CERA, Prayag, Jaynam or equivalent
36.	Bevelled edge mirror with PVC	Atul, Jolly, Modi Guard or equivalent.
37.	GI Pipes/ M.S. Pipes	Tata, GST, Jindal, Prayag, Hissaror equivalent.
38.	Brass /CP Brass fittings	Esco, kingston, Gem, Techno, Parko, Marc, Jaquar, Prayag, Jaynamor equivalent.
39.	Stainless Steel sink	AMC, Neelkanth, Kingston, made of salem stainless steel or equivalent.
40.	Automatic Flushing Cistern	Parryware, Hindustan Sanitary ware, CERA, Neycer, Seabird, Johnson CERA, Utech - Toshi, Prayag.
41.	Surgeon Mixers	Vijay, Jaquar
42.	GI Fittings	Unik, , KS, RM, Tata, GST, Jindal Hissar or equivalent.
43.	Plastic WC seat cover	Commander, Diplomat, Bestolite, Century, Parryware, Hindustan Sanitary ware, CERA, Neycer, Seabird, Johnson CERA.
44.	Flush Valves	Jaquar, AKOI or equivalent.
45.	C.P. Accessories	Esco, ESS ESS, Dripless Delta, Lotis, AKOI or equivalent.
46.	Gunmetal Valves (Fullway Check and Globe Valves)	Leader, Sant, Jaynam, Zoloto or equivalent.
47.	Stoneware pipes & Gully trap	Perfect, Burn, Parry or equivalent.
48.	C.I. Double flanged sluice valves	Kirloskar, IVC, Burn or equivalent.
49.	C.I. Doubled flanged non return valves	Kirloskaror equivalent.
50.	C.I. Manholes	B.C., R.I.F., NECO or equivalent.
51.	CPVC & uPVC Pipes & fittings	Supreme, Prince, Ashirvad, Astral, Finolex
52.	Ball Valves	Zoloto, IBP, ARCO or equivalent.
53.	Butterfly Valve	AUDCO or equivalent.
54.	Water Storage Tank	Sintex, Polycon, Electroplast, Star, Lotus or equivalent.
55.	Water pumps	Kirloskar, KSB, Harrison or equivalent.
56.	Float Valves	IVC, leader or equivalent or equivalent.
57.	RCC pipes	IHP or equivalent
58.	Centrifugal cast iron pipes 150mm/ 100mm dia and its accessories/ fittings	NECO, RIF, HIF, HEPCO or equivalent.
59.	Stainless Steel Wash-basin & WCs	Jayna, Neelkanth, Prayag or equivalent
<b>LIST OF APPROVED MAKES OF MATERIALS FOR Electric Items</b>		
60.	Electric Wires/Cables	Finolex, Havells, Polycab, Anchor, Syska, KEI
61.	MCB/MCCBs	Legrand, L&T, Schneider, ABB, Havells .

Note : If any other make is to be used, the same shall be got approved from the NITapproving Authority.

**Sd-27/02/2024**

Signature of Bidder.....

**Commandant (Engr.)-Contract Cell, NEZ HQr, CRPF**

## Annexure-I

**SCHEDULE OF QUANTITY**

<b>Tender Enquiry No. :- 39-NEZ-C/Cell-210CoBRA/2023-24,</b>		<b>Date 27/02/2024</b>	
<b>Name of Work :- Internal painting of 240 Men Barrack (Sukhdev Barrack)</b>			
<b>Location of Work :- 210 CoBRA, CRPF, DALGAON, DARRANG, ASSAM-784116</b>			
<b>Sl. No.</b>	<b>Nomenclature</b>	<b>Unit</b>	<b>Quantity</b>
1	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	Sqm	4550
2	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	Sqm	530
3	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound ) content.		
3.1	With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre	Sqm	530
4	Distempering with 1st quality acrylic distemper (Ready mix) having VOC content less than 50 grams/ litre of approved brand and manufacture to give an even shade		
4.1	Old work (one or more coats)	Sqm	10600
5	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :		
5.1	One or more coats on old work	Sqm	1456
6	Providing and fixing ISI marked flush door shutters conforming to IS: 2202 (Part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters:		
6.1	35 mm thick including ISI marked Stainless Steel butt hinges with necessary screw	Sqm	34
6.2	25 mm thick (for cupboard) including ISI marked nickel plated bright finished M.S. piano hinges with necessary screws	Sqm	50
7	Providing and fixing panelling or panelling and glazing in panelled or panelled and glazed shutters for doors, windows and clerestory windows (Area of opening for panel inserts excluding portion inside grooves or rebates to be measured). Panelling for panelled or panelled and glazed shutters 25 mm to 40 mm thick :		
7.1	Fly proof stainless steel grade 304 wire gauge with 0.5 mm dia. wire and 1.4mm wide aperture with matching wood beading	Sqm	9.45
8	Providing & fixing glass panes with putty and glazing clips in steel doors, windows, clerestory windows, all complete with :		
8.1	5.0 mm thick glass panes (weights not less than 12.50 kg/ sqm)	Sqm	20

**Note :-**

- 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 **the Commandant, 210 CoBRA, Dalgaon, Darrang, Assam-784116.**
- 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-27/02/2024****Commandant (Engineer)**

Contract Cell, NEZ HQR

[For and on behalf of the President of India]

[\_\_\_\_\_] **Signature of Bidder**

(with seal)

**Appendix-'A'****BASIC INFORMATION ABOUT THE BIDDER/FIRM/CONTRACTOR****Tender Enquiry No.:- 39-NEZ-C/Cell-210CoBRA/2023-24, Dated 27/02/2024**

S/N	Particulars	Specific answer/details by the Bidder/Contractor
1	Name of the Firm	M/S
2	Complete postal address of the firm with their registered office	Area/Village/Location Post P.S. Tehsil District State Pin Contact/Mobile No. E-Mail I.D. of firm
3	Type of the Firm (whether Sole Proprietorship / Partnership / Pvt Ltd. / Ltd. or Cooperative Body etc).	
4	Name of Organization/ Firm of the Proprietor/ Partners/ Directors.	(a) (b) (c)
5	Full name & address of the person signing the bid documents ( <i>In block letters</i> )	
6	Deptt./Organization with which the firm is registered for the tendered work along with following details	i) Registration No. with date of issue :- ii) Registration issued by (Authority) :- iii) Registration valid up to (Date) :- iv) Registration Class :- v) Nature of works (Road/Building etc.)
7	Details of Permanent Account No. (PAN)	
8	Details of GST No.	
9	Banker's details of the firm	i) Bank Account No. :- ii) IFSC Code of the branch :- iii) Bank Name iv) Branch Name & Address of Bank :- v) Whether branch is NEFT/ RTGS enabled (Yes / No) :-
10	Whether the bidder/contractor having Past performance of last three years/experience for similar works in Central Govt. or State PWD of <b>value equivalent to the amount of this tender along with its completion certificates issued by not below the rank of Executive Engineer?</b> If yes, Bidders should give their past performance in the specified format given in the Tender documents ( <b>Appendix-'D'</b> )	
11	Whether, Technical Personnel available in the organization (Details to be furnished in <b>Table-'d'</b> of <b>Appendix-'D'</b> of Tender Documents).	
12	Whether adequate and satisfactory evidence to indicate financial capacity of the Organization to undertake the said work is attached. (Solvency certificate from the and Income Tax clearance certificate shall be attached).	
13	Details of factory and its location, machinery, if any (Attach a separate sheet)	
14	Yearly turnover of the company during last 3 years (Year-wise) – Attach balance sheet/P&L a/c statement and IT returns of the firm of last three years.	
15	Whether any Civil Suit/Litigation arisen in the contracts executed during the last 5 years/being executed. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and date and brief details of litigation.	

**Note :-** Bidder may please note that if the answer so furnished are not clear and/or are evasive, the tender will liable to be ignored.

[ \_\_\_\_\_ ]  
**Signature of the Contractor**  
(with Official Seal)

**Appendix-'B'****FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / PERFORMANCE GUARANTEE / SECURITY DEPOSIT****(Guarantee offered by Bank to CRPF in connection with the execution of contracts)  
{ON NON-JUDICIAL STAMP PAPER OF MINIMUM RS. 100 DULY NOTARIZED}**

To

The President of India,  
\_\_\_\_\_  
\_\_\_\_\_

Whereas the **Commandant (Engineer), NE Zone CRPF** on behalf of the President of India (hereinafter called "The Government") has invited bids under .....**39-NEZ-C/Cell-210CoBRA/2023-24, dated 27/02/2024** for the work of ..... at..... . The Government has further agreed to accept irrevocable Bank Guarantee for **Rs. ....**(Rupees ..... only) valid upto...../...../20....\* as **EARNEST MONEY DEPOSIT** from **M/S .....** (name and address of contractor) (here in after called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

**OR\*\***

Whereas the **Commandant (Engineer), Central Zone CRPF** on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number .....Date ...../...../20...with **M/S.....** (name and address of the contractor) (hereinafter called "the Contractor") for execution of the work of ..... at ..... The Government has further agreed to accept an irrevocable Bank Guarantee for **Rs. ....** (Rupees ..... only) valid upto...../...../20....\* as **PERFORMANCE GUARANTEE / SECURITY DEPOSIT** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, .....(indicate the name of the bank) (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs. .... (Rupees..... only) on demand by the Government within 10 days of the demand.

3. We, .....(indicate the name of the bank), do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....(Rupees.....only).

4. We, .....(indicate the name of the bank), further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending On non-judicial stamp paper of minimum Rs. 100 before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. We, ..... (indicate the name of the bank), further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We, .....(indicate the name of the bank), further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

8. We, .....(indicate the name of the bank), undertake not to revoke this guarantee except with the consent of the Government in writing.

9. This Bank Guarantee shall be valid **up to...../...../20....** unless extended on demand by the Government.

*"Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees..... only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged."*

Date ..../...../20....

**Witnesses**1. **Signature**.....

Name and address :-.....

.....

2. **Signature** .....

Name and address:-.....

.....

Authorized Signatory :- .....

Name :-.....

Designation :-.....

Staff code no. :-.....

**Bank seal**

\*Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.

\*\*In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/mobilization advance/Refund of mile stone withheld amount, as the case may be.



**Appendix-'C'****TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Firm letter No. ....

Date:-\_\_\_/\_\_\_/2023

To,

The Commandant (Engineer)  
Contract Cell, NEZ HQr, CRPF,  
Guwahati, Assam- 781023**Subject :- Acceptance of Terms & Conditions of Tender.**Tender Enquiry No :- **39-NEZ-C/Cell-210CoBRA/2023-24,** Dated **27/02/2024**Name of Tender/Work :- **Internal painting of 240 Men Barrack (Sukhdev Barrack) .**

Location :- 210 CoBRA, CRPF, DALGAON, DARRANG, ASSAM-784116.

Dear Sir,

I/We have downloaded/obtained the tender document(s) for the above mentioned Tender/Work from the web site(s) namely:-**E-Procurement web site [http://eprocure.gov.in/eprocure/app\(CPPP\)](http://eprocure.gov.in/eprocure/app(CPPP))** 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. 01 to .... including all documents like, Important Instruction & Guidelines, General Condition of Contract, Special Condition of the Contract, Scope of Work/Schedule of Quantity, Annexure(s), Schedule(s) etc. which form part of the contract agreement and also taken into account the above while quoting the rates 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 all the tender conditions/above points without any reservation from our/my side 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 security deposit absolutely.

Yours Sincerely

Place :- \_\_\_\_\_

Date :- \_\_\_/\_\_\_/20\_\_

[\_\_\_\_\_] **Signature of the Contractor**  
(with Official Seal)

**Appendix-'D'****PAST PERFORMANCE/PREVIOUS EXPERIENCE****a) List of important works done in last three years (as per the pre-qualification criteria mentioned in this tender)**

Sr. No.	Year	Contract No. & Date	Department/ Ministry/ PSU etc. where works has been executed including location of work	Name/ description of work	Value of the contract (in Rs.)	Date of start of work	Stipulated Date of completion as per contract	Actual Date of completion	Whether the work was left incomplete (reasons if any for delay in completion of work) or contract was terminated from either side (give full details)	Any other relevant information
1	2	3	4	5	6	7	8	9	10	11

**Note:- The supporting documents like experience certificate, completion certificate etc. shall be enclosed mandatorily.**

**b) List of Ongoing works on Hand.**

Sr. No.	Name of work	Location of work	Name of owner	Full address	Name & Mobile No. of the contact person from owner's side for whom work was executed	Value of the contract (in Rs.)	Date of start of work	Stipulated Date of completion as per contract	Actual Date of completion	Whether the work was left incomplete (reasons if any for delay in completion of work) or contract was terminated from either side (give full details)	Any other relevant information
1	2	3	4	5	6	7	8	9	10	11	12

**Note:- The supporting documents like "work orders" shall be enclosed mandatorily.**

**c) List of available Tools, Plants, available Machineries, Equipment etc.**

Sr. No.	Name of Tools/ Plant/ Machinery/ Equipment and Accessories	Total No. of units/sqm.	No. of units/sqm can be spared for the proposed work

**d) List of your Technical/Special Experience Personnel,**

Sr. No.	Name of personnel	D.O.B. (DD/MM/YYYY)	Education Qualifications	Technical Qualification	Work Experience	Nature of works handled	Any other information

**Note :- Please provide details about their technical qualifications and experience.**

[ \_\_\_\_\_ ]  
**Signature of the Contractor**  
(with official seal)

**DECLARATION BY THE CONTRACTOR**

**{AFFIDAVIT ON A NON -JUDICIAL STAMP PAPER OF RS.100/-DULY NOTARIZED}**

I, \_\_\_\_\_ sole proprietor/partner/authorized signatory of M/S \_\_\_\_\_ sole proprietorship/partnership firm/public/private limited company, having its principal place of business/registered office at \_\_\_\_\_ (Full Address) do hereby solemnly affirm and declare asunder:-

**That I am the sole proprietor of M/S** \_\_\_\_\_

**Or**

**That ours is partnership firm having partners as under (Full Name of partners) :-**

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_

**Or**

**That ours is a private limited/public limited company incorporated in terms of the provisions of the Companies Act,1956/Companies Act,2013.**

**(Delete which is not applicable while typing affidavit)**

02. If **Proprietorship**, a **Registration Certificate** for the same/if **Partnership Firm**, a **Partnership Deed** is to be enclosed, if **Private Limited/Public Limited** Company, **Certificate of incorporation and Memorandum & Articles of association** to be submitted. All the partners/ directors should sign the affidavit or the person authorized by all the partners or one of the Directors duly authorized by Board Resolution in case of Company can sign with authority letter from all the partners/or Board Resolution in case of Company is to be enclosed.

03. That I hereby confirm and declare that my/our firm/company M/S \_\_\_\_\_ is not **blacklisted/delisted** or **debarred** or on **Holiday** list with any company of Private/Public Ltd. or Government Company/Government Departments from participating in the tender as on date.

04. I know that to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidavit.

\_\_\_\_\_  
**(Signature of the Proprietor/ Managing Partner/Director)**  
(with official seal)

**“Verified at ..... on.....that the contents of paras 1 to 4 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.”**

DEPONENT – 1 .....

DEPONENT – 2 .....

\_\_\_\_\_  
**(Signature & Seal of Notary)**

**Appendix-'F'****INTEGRITY AGREEMENT**

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

BETWEEN

President of India represented through Comdt. Engr. NE Zone, Guwahati, (Name of Division)  
(Hereinafter referred as the (Address of Division)

“Principal/Owner”, which expression shall unless repugnant to the meaning or context thereof include its success or sand permitted assigns)

AND

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

through.....(Hereinafter 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. .... (here in after referred to as “Tender/ Bid”)and intends to award, under laid down organizational procedure, contract for

**(Name of work) :- Internal painting of 240 Men Barrack (Sukhdev Barrack) at 210 CoBRA, CRPF Dalgaoon, Darrang, Assam.**

Hereinafter referred to as the “Contract”.

ANDWHEREAS 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).

ANDWHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred t-o 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 here by agree as follows and this Pact witnesses as under:

Article1: Commitment of the Principal/Owner

The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

No employee of the Principal/Owner, personally or through any of his/ her family members, will in connection with the Tender or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Tender processor the Contract execution.

The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/ Prevention of Corruption Act,1988 (PC Act) or is in violation of the principles here in mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article2: Commitment of the Bidder(s)/ Contractor(s)

It is required that each Bidder/ Contractor (including their respective officers, employees and agents) adhere to the high esthetical standards, and report to the Government/ Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/ Owner’s employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is

not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitive or to cartelize in the bidding process. Competitiveness or to cartelize in the bidding process.

The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/ Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/ representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/ parallel tender for the same item.

The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/ forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/ or to influence the procurement process to the detriment of the Government interests.

The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall upon a person his/ her reputation or property to influence their participation in the tendering process).

#### Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/ Owner under law or the Contractor its established policies and laid down procedures, the Principal/ Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/ Owner's absolute right:

If the Bidder(s)/ Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/ Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate/ determine the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/ Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD/ Performance Guarantee/ Security Deposit: If the Principal/ Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contractor terminated/ determined the Contractor has accrued the right to terminate/ determine the Contract according to Article 3(1), the Principal/ Owner apart from exercising any legal rights that may have accrued to the Principal / Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.

**Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### Article 4: Previous Transgression

The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

The Principal/Owner will disqualify Bidders, who do not submit, the duly Signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6-Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 30 Days after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CRPF.

Article 7-Other Provisions

This Pact is subject to Indian Law, place of performance and Jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.

Changes and supplements need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

Should one or several provisions of this Pact turnout to be in valid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8-LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/ Owner)

Place:  
Dated:

(For and on behalf of Bidder/ Contractor)

WITNESSES:

- 1.....  
(signature, name and address)
- 2.....  
(signature, name and address)

**Appendix-'G'****GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS AND A.T.T.**

The Agreement made this .....day of ..... two thousand and ..... between .....son of ..... of ..... (hereinafter called the Guarantor of the one part) and the PRESIDENT OF INDIA (hereinafter called Government of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract) dated ..... and made between the GUARANTOR of the one part and the Government of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said contract recited completely water and leak-proof.

AND WHEREAS GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for five years from the date of giving of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

- (a) Misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof;
- (b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts;
- (c) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found, render the building water-proof to the satisfaction of the Engineer-in-Charge at his cost, and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-Charge calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other contractor at the GUARANTOR'S cost and risk. The decision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if GUARANTOR fails to execute the water proofing or commits breach thereunder then the GUARANTOR will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government the decision of the Engineer-in-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligor .....and by ..... and for and on behalf of the PRESIDENT OF INDIA on the day, month and year first above written.

Signed, sealed and delivered by OBLIGOR in the presence of—

- 1.
- 2.

Signed for and on behalf of THE PRESIDENT OF INDIA by .....in the presence of—

- 1.
- 2.