

**NE ZONE, CENTRAL RESERVE POLICE FORCE, GUWAHATI- 781023  
TELEPHONE (CONTROL ROOM)/ FAX NO- 03612895047**



**E-TENDER DOCUMENT**

Name of works	“External painting and Cleaning of overhead tank near Mandir at GC CRPF, Daypur Silchar (Assam)
NIT for Rs.	Total Rs. 3,16,983/- (Rupees Three lakh sixteen thousand nine hundred eighty three) Only.

-SD-11/11/2022-  
COMMANDANT(ENGINEER.)  
NEZ HQR GUWAHATI

**NE ZONE, CENTRAL RESERVE POLICE FORCE  
GUWAHATI(ASSAM) 781023**

TELEPHONE (CONTROL ROOM)/FAX No-03612895047

ITEM RATE TENDER & CONTRACT FOR WORKS

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-SD-11/11/2022-  
COMMANDANT(ENGINEER.)  
NEZ HQR GUWAHATI

**NE ZONE, CENTRAL RESERVE POLICE FORCE  
GUWAHATI(ASSAM) 781023**

TELEPHONE (CONTROL ROOM)/FAX No- 03612895047

T.E. No. B.V -3-2022-23-BLDG-GC SLR

Dated, the 11<sup>th</sup> Nov, 2022

**E- TENDER NOTICE**

COMMANDANT(ENGINEER) NEZ HQR GUWAHATI on behalf of the President of India, invites item rate e- Tenders under two bid systems (Technical Bid and Financial/Price Bid) from approved and eligible contractors of CPWD / MES /State PWD / PHED / Railway / BSNL / PSU /Any Govt. Organization contractors who as Three similar completed works costing not less than the amount equal to 40% of the estimated cost or Two similar completed works costing not less than the amount equal to 60% of the estimated cost or One similar completed work costing not less than an amount equal to 80% of the estimated cost of work in CPWD / MES /State PWD / PHED / Railway / BSNL / PSU /Any Govt. Organization central govt and state govt in last two years ending on last day of 31<sup>st</sup> July"2022 at least.

**2) Earnest money: Earnest Money Rs. 9510/-** and in form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks in an acceptable form in favour of The DIGP, GC, CRPF, Silchar. The scanned copy shall be uploaded and original to be submitted offline till the date and time mentioned above in the office of The DIGP, GC.CRPF, Silchar (Assam).

3) Scanned copy of registration/enlistment certificate, work experience certificate, PAN Card, and tender cost are required to be uploaded. Bidders will have to download the NIT/Tender form and BOQ to upload the same after filling their rates and signing these documents.

4) For Submission of e-tender, bidders are requested to get themselves registered with [www.eprocure.gov.in](http://www.eprocure.gov.in) website along with class-II/III/IV Digital signature Certificate (DSC). Manual bids will not be accepted.

5) For complete details refer website [www.eprocure.gov.in](http://www.eprocure.gov.in) at CPP portal Any change/modification in tender enquiry will be intimated through above mentioned websites only. Tenderers are requested to visit the CPPP/CRPF web sites regularly.

6) Price Bid of a bidder will be opened if

a) The **EMD** is received offline till due date and time.

b) Documents uploaded by the bidder are found in order.

-SD-11/11/2022-  
COMMANDANT(ENGINEER.)  
NEZ HQR GUWAHATI

**SCHEDULE TO TENDER**  
**(Government of India, Ministry of Home Affairs)**  
**NE ZONE, CENTRAL RESERVE POLICE FORCE**  
**GUWAHATI(ASSAM) 781023**  
TELEPHONE (CONTROL ROOM)/FAX No- 03612895047  
ITEM RATE TENDER & CONTRACT FOR WORK

**I). TENDER SCHEDULE:-**

<b>e-Tender Enquiry No.</b>	::	Tender Enquiry No. T.E. No. B.V -3-2022-23-BLDG-GC SLR Dated, the 11/10/2022
<b>Name of work/Services with its description and location</b>		“External painting and Cleaning of overhead tank near Mandir at GC CRPF, Daypur Silchar (Assam).”
<b>Work schedule</b>	::	Details as per Appendix -‘A’ of the Tender enquiry
<b>Estimated cost</b>	::	Total Rs. 3,16,983/- (Rupees Three lakh sixteen thousand nine hundred eighty three) Only.
<b>Period of contract</b>	::	45 DAYS
<b>E.M.D (In INR) @ 3%</b>	::	<b>Rs. 9510/-</b> (Rupees Nine thousand Five hundred ten ) only.
<b>Date of tender publishing in CPP portal</b>		26/11/2022 AT 09:00 AM
<b>Last date &amp; time of bid submission offline documents in tender box</b>	::	16/12/2022 AT 10:00 AM
<b>Last date &amp; time of submission tender online on CPPP</b>	::	16/12/2022 AT 10:00 AM
<b>Bid submission start date</b>	::	26/11/2022 AT 09:00 AM
<b>Date &amp; time of opening tender (Technical bid)</b>	::	17/12/2022 AT 11:00 AM
<b>Validity of offer</b>	::	The tender shall remain open for acceptance till 180 days from the date of opening of bid and accepted rate shall remain valid during the services execution period including extended period if any.

**Signature of Tender Form issuing officer**

-SD-11/11/2022-  
COMMANDANT(ENGINEER.)  
NEZ HQR GUWAHATI

**Signature of Bidder**

## II. TERMS & CONDITIONS OF TENDER ENQUIRY:-

1	<b>Terms of price</b>	<p>1.1 <b><u>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>.</u></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 instead of item (category) wise.</b> Rates quoted by the bidder must be inclusive of applicable G.S.T (Goods and Services Tax) and all other charges if any against</p>
2	<b>Payment terms</b>	<p>2.1 Work category wise as per schedule to tender are to be provided on <b><u>credit basis</u></b> and <b><u>E.C.S payment will only be made through RPAO CRPF, Guwahati (Assam)</u></b> after satisfactory of work as per specification and personal certificate given by detailed officer in charge for execution of work or committee detailed by competent authority and certificate certified by H.O.O. No interest will be payable on delayed payment. On production of bill in triplicate, bank mandate form, cancelled cheque.</p> <p>2.2 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 payment.</p> <p>2.3 Payment cannot be made in advance or immediately.</p> <p>2.4 Payment will be made after work completion submitted by competent authority.</p>
3	<b>Earnest Money Deposit (EMD)</b>	<p><b>Rs. 9510/-</b> (Rupees Nine thousand Five hundred ten ) only in the form of <b><u>Account payee Demand Draft, Fixed Deposit Receipt. Banker's Cheque or Bank Guarantee</u></b> with required validity in favour of THE DIGP GC CRPF DAYPUR SILCHAR ASSAM [Bankers: SBI, payable at SBI UDHARBOND, CACHAR (ASSAM)].</p>
4	<b>Reject/cancel/scrap of tender:</b>	<p>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 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.</p>
5	<b>Performance security deposit clause</b>	<p>5.1 The successful contractor shall have to deposit a Performance Guarantee equivalent to 3% of the contract value of the work within 07 (Seven) days from the date of commencement 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 60 days beyond the date of completion of all contractual obligations of the contractor including warranty obligations.</p> <p>a) The Performance Guarantee can be deposited in any of the following alternative forms:</p> <p>b) A crossed bank draft drawn in favour of THE DIGP GC CRPF DAYPUR SILCHAR ASSAM [Bankers: Sbi, Payable at Sbi Udharbond, Cachar (Assam).</p> <p>c) Fixed deposit receipt drawn in favour of THE DIGP GC CRPF DAYPUR SILCHAR ASSAM [Bankers: Sbi, Payable at Sbi Udharbond, Cachar (Assam).</p>

		<p>5.3 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>5.4 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>5.5 Performance Guarantee will be returned to the bidder only after end of all contractual obligations.</p>
6	<b>Security Deposit</b>	<p>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 2.5% of the gross amount for 12 month of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. 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. 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>
7	<b>Life Cycle Cost</b>	<p>The contractor shall be responsible for safety. Quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation have rectify such defect minimum upto 01 years from the date of completion of work. The defect have to be rectified within a reasonable time not exceeding 45 days after issue of notice by H.O.O.If contractor does not take corrective action within 45 days, than action for debarring of the agency shall be taken by the appropriate authority.</p>
8	<b>System of bidding</b>	<p>8.1 Bids are required to be submitted in two bid system i.e. technical &amp; financial bid separately.</p> <p>8.2 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 in para No. 13.2(b) are required to be submitted in original manually and to be dropped in tender box at THE DIGP, GC CRPF DAYPUR SILCHAR (ASSAM) -788030 in a sealed envelope through by hand/registered post.</p> <p>8.3 <u>The composite bid i.e. rate indicating in the technical bid "OPENLY" shall be ignored and bid will be rejected summarily.</u></p> <p>8.4 <u>Price should be quoted only as per price bid (financial bid) format/B.O.Q provided</u> along with tender documents at e-procurement site <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>. No price bid is required to be submitted with offline bid documents under technical bid.</p>
9	<b>Force Majeure</b>	<p>The Parties ( both the DIG GC CRPF Silchar and the contractor) shall not be liable for any failure to perform, any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, riots, insurrection, war or acts of government</p>

10	<b>Termination of contract on death of contractor.</b>	10. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the CEA on the behalf of the president of India shall have the option of terminating the contract without levy of compensation to the contractor .
11	<b>Arbitration:-</b>	<p>(a) In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (Except as to any matters, the decision of which is specifically provided for by these or the special conditions), the same shall be referred to the sole arbitration of an officer in the Min. of law, appointed to be arbitrator by Director General CRPF. It will be no objection that the arbitrator is a government servant that he had to deal with the matters to which the contract relates or that in the course of his duties as a government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract, it is term of this contract that:- If the arbitrator be a person appointed by the DG, CRPF:-In the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason or his award being set aside by the court for any reason, it shall be lawful for Secretary, Min. of Home Affairs either to proceed with the reference himself File No.B.V-1(DEMOLITIONGCDELHI)/2020-21- WORKS-NZ or to appoint another person as Arbitrator in place of the outgoing Arbitrator in every such case, it shall be lawful for the DG CRPF in place of the outgoing Arbitrator, as the case may be to act on record of the proceeding as then taken in arbitration, or to commence the proceedings denovo as he may at his discretion decide. It is further a term of this contract that no person other than the person appointed by him should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.</p> <p>(b) The arbitrator may with the consent of all the parties to the contract enlarge the time from time to time for making and publishing the award.</p> <p>(c) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.</p> <p>(d) Subject as aforesaid, the Arbitration Act, 1940 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply the arbitration proceedings under this clause.</p> <p>(e) The venue of arbitration shall be the place where the contract is concluded or such other place as the DG, CRPF at his discretion may determine.</p> <p>(f) In this clause the expression the DG, CRPF means the DG, CRPF of the Ministry of Home Affairs for the time being and includes, if there be no DG, the Officer who is for the time being the administrative head of the CRPF, whether in addition to other functions or otherwise.</p> <p>(g) In case tenderers do not agree to Arbitration clause as mentioned in the tender enquiry, they may opt for settlement through Court in High Court Guwahati, India only. Jurisdiction of the Court as a result of this tender invitation will be the place from which the contract is issued i.e. Guwahati. All disputes arising out of the contract shall be settled in the jurisdiction of Territory of Guwahati under provisions of Indian Court of Law.</p>
12	<b>Liquidated damages</b>	If the Contractor fails to complete the work within the completion period as stipulated in the bid documents, <b>penalty @ of Rs. 1000/- per day</b> maximum up to 90 days shall be imposed for the period exceeding stipulated time unless EOT approved by the tender accepting officer.

13	<p><b>Method of submission of bid.</b></p>	<p>13.1 All bidders are required to submit their offer in two bid system i.e. technical &amp; financial bid separately. <b><u>The composite bid i.e. rate indicating in the technical bid "OPENLY" shall be ignored and bid will be rejected summarily.</u></b></p> <p><b>First Cover (Technical bid):-</b></p> <p>13.2 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 scanned copy of required documents as per below mentioned details may be submitted online through CPP Portal as well as original as required and mentioned below para 13.3(b)of NIT 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 DIGP, GC CRPF DAYPUR SILCHAR (ASSAM)-788030, 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.</p> <p>13.3 Details of documents required to be furnished/submitted by all the bidders in technical bid for participating in the bidding process are as under-</p> <p><b>a) Documents (Legible scanned copy, duly signed) required to be submitted online in CPPP under technical bid:-</b></p> <table border="1"> <tr> <td>1.</td> <td>All pages of the tender documents duly filled in all respect duly signed by the authorized signatory of the firm/contractor under the seal.</td> </tr> <tr> <td>2.</td> <td>Tender acceptance letter as per “<b>Appendix-”B”</b> of Tender Enquiry (In firm’s letter head)</td> </tr> <tr> <td>3.</td> <td>EMD.</td> </tr> <tr> <td>5.</td> <td>Copy of valid registration of the firm/contractor with CPWD/State PWD/Railways/MES/Any Govt. Organizations/ PSU/BSNL etc. on related works.</td> </tr> <tr> <td>6.</td> <td>Copy of registration certificate under GST Act &amp; PAN Card.</td> </tr> <tr> <td>7.</td> <td>Past performance (if any) on similar works in the format enclosed with the tender as <b>Appendix-C</b> along with copy of work orders in supporting. Priority will be given to those with previous experience of similar works.</td> </tr> <tr> <td>8</td> <td>Copy of Latest Three Year ITR (ITR-V only) &amp; last G.S.T return of the firm.</td> </tr> <tr> <td>9</td> <td>Last Annual Turnover statement (Only balance sheet to be submitted duly authenticated).</td> </tr> <tr> <td>10</td> <td>Partnership Agreement of the firm if the firm is a partnership firm. (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)</td> </tr> <tr> <td>11</td> <td>Specific Information as asked for as per <b>Appendix-‘D’</b></td> </tr> <tr> <td>12</td> <td>Check list as per <b>Appendix-‘E’</b> after showing compliance.</td> </tr> <tr> <td>13</td> <td>Any other relevant documents which the firms wish to submit as a part of offer.</td> </tr> </table> <p><b>b) Documents required to be submitted in original manually and to be dropped in tender box at THE DIGP, GC CRPF DAYPUR SILCHAR (ASSAM)-788030, duly sealed under technical bid:-</b></p> <ol style="list-style-type: none"> <li>1 <u>Tender acceptance letter (In firm’s letter head)</u></li> <li>2 <u>EMD</u></li> </ol> <p><b>13.4</b> 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 bid):-</b></p>	1.	All pages of the tender documents duly filled in all respect duly signed by the authorized signatory of the firm/contractor under the seal.	2.	Tender acceptance letter as per “ <b>Appendix-”B”</b> of Tender Enquiry (In firm’s letter head)	3.	EMD.	5.	Copy of valid registration of the firm/contractor with CPWD/State PWD/Railways/MES/Any Govt. Organizations/ PSU/BSNL etc. on related works.	6.	Copy of registration certificate under GST Act & PAN Card.	7.	Past performance (if any) on similar works in the format enclosed with the tender as <b>Appendix-C</b> along with copy of work orders in supporting. Priority will be given to those with previous experience of similar works.	8	Copy of Latest Three Year ITR (ITR-V only) & last G.S.T return of the firm.	9	Last Annual Turnover statement (Only balance sheet to be submitted duly authenticated).	10	Partnership Agreement of the firm if the firm is a partnership firm. (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)	11	Specific Information as asked for as per <b>Appendix-‘D’</b>	12	Check list as per <b>Appendix-‘E’</b> after showing compliance.	13	Any other relevant documents which the firms wish to submit as a part of offer.
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		<p><b>13.5</b> Price (financial) bid should be quoted only as per price bid format/BOQ provided along with tender documents at e-procurement site <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>. 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. No price bid is required to be submitted with offline bid documents.</p> <p><b>13.6</b> Financial (Price) bid of technically qualified bid will be opened on due date and time which will be fixed after technical evaluation report and there after ranking statement will be prepared and other formalities will be completed before awarding the contract to the successful bidder.</p>
14	<b>Eligibility criteria of Contractor</b>	<p>14.1 CPWD/State PWD/Railways/MES/Any Govt. Organizations/ PSU/BSNL contractors who as Three similar completed works costing not less than the amount equal to 40% of the estimated cost or Two similar completed works costing not less than the amount equal to 60% of the estimated cost or One similar completed work costing not less than an amount equal to 80% of the estimated cost of work in central govt and state govt in last 2 years ending on last day of 31<sup>st</sup> july”2022 at least.</p> <p>14.2 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 issued by State/Central Govt/ BSNL is mandatory to submit with the tender documents by the Bidder (s). In case validity of enlistment/registration expired and the concerned firm has been 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.</p>
15	<b>Labour License</b>	The labour license issued by the State Govt./Union Territory should be kept renewed as per periodicity laid down by the authority concerned and submit an attested copy of the same to the Office of the DIGP, GC, CRPF, Dayapur, Silchar (Assam) after each renewal during contractual period. The contractor should produce valid trade licence with their bid.

**Signature of Tender Form issuing officer**

-SD-11/11/2022-  
 COMMANDANT(ENGINEER)  
 NEZ HQR GUWAHATI

**Signature of Bidder**

**GOVERNMENT OF INDIA  
CENTRAL RESERVE POLICE FORCE  
NOTICE INVITING TENDER**

- 1.1 Item rate bids are invited on behalf of President of India from approved and eligible civil contractors appropriate list of CPWD/State PWD/Railways/MES/Any Govt. Organizations/PSU/BSNL contractors who as Three similar completed works costing not less than the amount equal to 40% of the estimated cost or Two similar completed works costing not less than the amount equal to 60% of the estimated cost or One similar completed work costing not less than an amount Equal to 80% of the estimated cost of work in for central govt and state govt in last 2 years ending on last day of 31<sup>st</sup> july"2022 at least. The work are estimated to cost of Rs. 3,16,983/- (Rupees Three lakh sixteen thousand nine hundred eighty three) Only.
- 1.2 **Earnest Money Deposit (EMD) Rs. Rs. 9510/-** (Rupees Nine thousand Five hundred ten ) in form of Account Payee **Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee** from any of the commercial banks in an acceptable form in favour of The DIGP, GC, CRPF, Silchar. The scanned copy of Earnest Money Deposit (**EMD**) shall be uploaded and also submitted offline till the date and time mentioned above in the office of The DIGP, GC.CRPF, Silchar (Assam).
- 1.3 Last Annual Turnover Statement (Only balance sheet to be submitted duly authenticated).
- 1.4 Agreement shall be drawn with the successful tenderer. Tenderer shall quote his rates as per various terms and conditions of this said form which will form part of the agreement.
- 1.5 The time allowed for carrying out the work will be 45 days from the date of written orders to commence the work or from the first date of handing over the site, whichever is later, in accordance with the phasing if any, indicated in the tender documents.
- 1.6 The site for the work is available.
- 1.7 The bid documents consisting of plans, specifications, the schedule of quantities of various Type of items to be executed and the set of terms and conditions of the contract to be compiled with and other necessary documents except standard general conditions of contract form can be seen on web site [www.eprocure.gov.in](http://www.eprocure.gov.in)
- 1.8 The bidder will also produce scanned copy of PAN issued by concerned income Tax office and Last three year Income Tax Return(ITR-V)
- 1.9 After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
- 1.10 Only e-tenders will be accepted
- 1.11 The description of the works is as follows:-

“External painting and Cleaning of overhead tank near Mandir at GC CRPF, Daypur Silchar (Assam) . Copies of other drawing and documents pertaining to the work will be open for inspection by the tenderers at the office of The DIG GC CRPF, Silchar (Assam). A tenderer 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 shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials tools and plants. Water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by tenderers implies that he has read this notice and all other conditions and rates at which stores. Tools and plants etc, will be issued to him by the Government and local conditions and other factors having bearing on the execution of the work.
- 1.12 The competent authority, on behalf of President of India does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions

are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

- 1.13 Canvassing, whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contactors who resort to canvassing will be liable to rejection.
- 1.14 The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tendered shall be bound to perform the same at the rate quoted.
- 1.15 This notice inviting tender shall form a part of the contract document .The successful tenderer/contractor, on the acceptance of his tender by the accepting authority, shall within 07days form the stipulated date of start of the work, sign the contract consisting of : (a) The notice inviting tender, all the document, including additional conditions specifications and drawings. If any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to.

**Signature of Tender Form issuing officer**

-SD-11/11/2022-  
COMMANDANT(ENGINEER.)  
NEZ HQR GUWAHATI

**Signature of Tenderer**

**GOVERNMENT OF INDIA  
CENTRAL RESERVE POLICE FORCE**

1. Item rate tender and contract for work

(A) Tender for the work of

(i) "External painting and Cleaning of overhead tank near Mandir at GC CRPF, Daypur Silchar (Assam) .Campus to be opened at ..... hours on .....

(i) in the office of The Deputy Inspector General of Police, GC, CRPF, SILCHAR (ASSAM)

(ii) Issued to : \_\_\_\_\_( Contractor)

Signature of officer issuing the Document \_\_\_\_\_

Designation \_\_\_\_\_

Date of issue \_\_\_\_\_

**Signature of Tender Form issuing officer**

-SD-11/11/2022-  
COMMANDANT(ENGINEER.)  
NEZ HQR GUWAHATI

**Signature of Tenderer**

## **Instructions for Online Bid Submission:**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION:-**

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

### **SEARCHING FOR TENDER DOCUMENTS**

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

### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid,

and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee as applicable and enter details of the instrument.
- 4) Bidder should deposit the Earnest Money as per the instructions specified in the tender document. And tender fees and Earnest Money as prescribed in the tender in the Bank A/c of DIGP, GC, CRPF before on line submission of tender. The bank A/c details of the **DIGP, GC, CRPF** as follows Bank: **State Bank of India Udharbond**. Account No. **11032991741**. Branch Code.**013249**. Branch **-UDHARBOND**. IFS Code: **SBIN0013249**. **The transaction details of remittance of tender fees to CRPF A/C should be filled at appropriate place in the tender.**

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the prices bid have been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) Cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 5) The server time (which is displayed on the bidder’s dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

### **Signature of Tender Form issuing officer**

-SD-11/11/2022-  
COMMANDANT (ENGR.)  
NEZ HQR GUWAHATI

**Signature of Tenderer**

### ADDITIONAL CONDITIONS

1. The contractors are advised to get acquainted with the proposed work and its site and also study the Architectural Drawings, specifications and special conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions and ignorance of specifications and special conditions.
2. The work shall be carried out as CPWD specifications 2019 Vol. I & II with up to date correction slips unless otherwise specified in the nomenclature of individual item or in the specifications and special conditions, where specifications are silent, the decision of Commandant Engineer, NEZ HQR GUWAHATI shall be final and binding on contractors.
3. The rates quoted by the contractor shall be taken as net and nothing extra shall be paid on any account i.e. royalty, cartage, sales tax, GST etc.
4. The rates for different items of work shall apply for all heights and depths, leads and lifts unless otherwise specified in the agreement or specifications applicable to the agreement.
5. Any damage done by the contractor to any existing work during the course of execution of the work shall be made good by him at his own cost.
6. Articles manufactured by the reputed firms and approved by Commandant Engineer, NEZ HQR GUWAHATI shall only be used. Only articles classified, as 'first quality' by the manufacturer shall be used unless otherwise specified. In case articles bearing ISI certification are not available in the market, quality of samples brought by the contractor shall be judged by standards laid down in the relevant BIS specifications. For the items not covered by CPWD specifications relevant BIS standards shall apply. The sample of materials to be brought to site for use in work shall be got approved from the site engineer before actual execution of work.
7. Samples of materials required for testing shall be provided free of cost by the contractor. Testing charges, if any, shall be borne by the CONTRACTOR in case the test results are satisfactory accept where-ever specifically mentioned otherwise in the NIT. All the expenditure to be incurred for taking samples, conveyance, packing etc. shall also be borne by the contractor.
8. The contractor shall submit a detailed programme of work within 07 days of the date of award of work. The Commandant Engineer, NEZ HQR GUWAHATI can modify the programme and the contractor shall have to work accordingly.
9. The quantities of each item shall not be exceeded beyond the agreement, quantities without prior permission of Commandant Engineer, NEZ HQR GUWAHATI.
10. Statutory deductions on account of GST, VAT, income tax and surcharge as applicable shall be made from the gross amount of the bill.
11. The contractor shall make his own arrangements for obtaining electric connection, if required and make necessary payments directly to the department concerned.
12. The contractor shall make his own arrangement for getting the permission to supply the trucks from the traffic police.
13. No payment shall be made to the contractor for any damage caused by rain, snow fall, floods or any other natural causes whatsoever during the execution of work. The damage caused to work shall have to be made good by the contractor at his own cost and no claim on this account shall be entertained.
14. Other agencies may also simultaneously be executing the work of electrification, Horticulture or external services and other building works for the same building, along with this work. The contractor shall afford necessary facilities for the same and no claim in the matter shall be entertained. The contractor shall especially co-ordinate with the other agency carrying out his work.
15. Some restrictions may be imposed by the security staff etc. on the working and or movement of labour and materials, etc. the contractor shall be bound to follow all such restrictions / instructions and nothing shall be payable on this account.
16. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work by storing materials on the road.

17. The contractor shall be fully responsible for the safe custody of the material issued or brought by him to site for doing the work.
18. Testing of materials:-  
In case there is any discrepancy in the frequency of testing as given in the list of mandatory test and that in the individual sub-head of work as per the CPWD specifications 2019 Vol. I to II with up to date correction slips, the higher of the two frequencies shall be followed and nothing extra shall be payable to the contractor on this account. Samples of all fittings and fixture to be provided shall be got approved from the Engineer-in-charge before use in the work.
19. The rate for all items of work, shall unless otherwise clearly specified include cost of all labour, material and other inputs involved in the execution of the items.
20. The order of preference in case of any discrepancy as indicated in condition no. under “Conditions of contract” given in the General Conditions of contract for CPWD work 2019 form may be read as the following:
  - a) Description of Schedule of quantities.
  - b) Additional Specification’s and special conditions, if any.
  - c) Contract clauses of General conditions of contract for Central P.W.D.works 2014 form.
  - d) CPWD/MES Specifications.
  - e) Drawings.
  - f) Indian Standard Specifications / BIS
  - g) Sound engineering practice.

Any reference made to any Indian Standard Specifications in these documents, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.
21. The contractor shall make his own arrangement of water for construction and drinking purpose as well for electricity and its distribution at his own cost. The department will render only assistance to the contractor for making application to JB / authorized Electric supply agency, if required. All the fees and charges including consumption charges shall be borne by the contractor.
22. The contractor will not have any claim in case of any delay by The DIGP, GC,CRPF, Silchar in removal of trees or shifting, removing of telegraph, telephone or electric lines (overhead or underground), water and sewer lines and other structure etc., if any which may come in the way of the work. However, suitable extension of time can be granted to cover such delay.
23. The malba/ garbage generated at site due to construction activities shall be removed from the site immediately & shall be disposed-off by the contractor to the approved dumping site identified by the Site In Charge. The surplus soil / earth shall be disposed of as per the directions of site In-Charge separately.
24. The contractor shall clean the site thoroughly of scaffolding materials, rubbish, equipment’s left out of his work and dress the site around the building to the complete satisfaction of the site-in-charge before the work is treated as completed.
25. After survey all drawings and basic data shall be property of the CRPF and contractor submit the undertaking for not using for any other purpose and anywhere else in future.

**Signature of Tender Form issuing officer**

-SD-11/11/2022-  
COMMANDANT (ENGR.)  
NEZ HQR GUWAHATI

**Signature of Tenderer**



## ADDITIONAL SPECIAL CONDITIONS

- 1.1 In case there is any discrepancy between English Version and corresponding Hindi version, if provided, then the provisions in English Version will prevail.
- 1.2 Wherever any reference to any Indian Standard Specifications/ International standard occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.
- 1.3 Samples for particular items of work shall be prepared, where so specifically desired by Engineer-in-charge, for prior approval of the Engineer-in-charge, before taking up the same on mass scale and nothing shall be payable on this account.
- 1.4 Wherever desired by Engineer-in-charge, the contractor shall also construct a sample unit complete in all respect within time specified by the Engineer-in-charge & this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up .No extra claim, whatsoever beyond the payment due at agreement rates, will be entertained to the contractor on this account .
- 1.5 The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls or any other structure are to be constructed.
- 1.6 If as per municipal rules, or due to any other restrictions, the huts for labourers are not to be erected at the site of work by the contractors, then the contractors shall provide such accommodation at such locations as are acceptable to local bodies, or contractor shall make his own alternative arrangement for stay of labourers outside the site of work, for which nothing extra shall be payable.
- 1.7 Unless otherwise specifically provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra quoted rates in agreement shall be payable to him on this account. However, payment for centering, shuttering, if required to be done for floor heights greater than 3.5m, shall be admissible at rates arrived at, in accordance with clause 12 of the agreement, if not already specified otherwise.
- 1.8 The working drawings appearing at para 8.1(iii) of conditions of contract in the form CPWD-7/8, shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor before proceeding further.
- 1.9 If ISI marked products are available, the contractor shall use only ISI marked products. In other cases, the materials shall conform to CPWD/MES specifications. In case a materials/product is neither covered by ISI nor by CPWD/MES specification, the work shall be carried out as per sound engineering practice, in such case, the decisions of the Engineer-in-charge shall be final & binding. In such cases Engineer-in-charge shall satisfy himself about the quality of such materials and give his approval in writing. Only articles classified as first quality by the manufacturers shall be used, unless otherwise specified. All materials not bearing ISI mark shall be tested as per relevant ISI specifications. The Engineer-in-charge may relax the condition regarding testing if the quantity of the materials required for the work is small. In all cases of use of ISI marked materials, proper proof of procurement of materials from authentic manufacturers shall be provided by the contractor to the entire satisfaction of Engineer-in-charge.
- 1.10 Some restrictions may be imposed by the security staff etc. on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions and nothing extra shall be payable on this account.
- 1.11 Other agencies doing works related with this project will also simultaneously execute the work and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, opening etc., for laying/burying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies. Conduits for electrical wiring/cables will be laid in such a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be

- paid for the same. The contractor shall extend necessary co-operation to other such agencies without any claim on this account.
- 1.12 Cast iron pipes and fittings without ear shall be used. However, pipes and fittings with ears may be accepted without any extra payment. In such cases, clamps are not required and no extra payment shall be made for fixing the pipes in a different manner.
  - 1.13 Any cement slurry, required to be added over base surface for bond or for continuation of concreting, its cost shall be deemed to have been included in the respective items, unless specified otherwise and nothing extra shall be payable nor extra cement shall be considered in the cement consumption on this account.
  - 1.14 Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth, if required, shall have to be done by the contractor at his own cost.
  - 1.15 No claim for idle establishment & labour, machinery & equipments, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion.
  - 1.16(a) The building work will be carried out in the manner complying in all respect with the requirements of relevant bylaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.
    - (b) The work of water supply, internal sanitary installations and the drainage work etc may required to be carried out as per local Municipal Corporation or such local body-Bylaws and the contractor in such cases shall produce necessary completion certificate from such authorities after completion of the work.
  - 1.17 The contractor shall give a performance test of the entire installation(s), as per standing specifications, before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test .
  - 1.18 The work pertaining to the items of internal finishing should be started in consultation and with prior approval of Engineer-in-Charge as soon as the structure of two floors is completed.
  - 1.19 Any damage to work resulting from weathering conditions, defacing or from any other cause such as negligent act on the part of contractor, until the work is taken over by the Department after completion of work, shall be made good by the contractor at his own cost .
  - 1.20 Dismantling of cement concrete floors inside the quarters shall be done with the help of mechanized vibratory hammer, drills etc. The work shall be carried out in such a way that there should be least disturbance to the adjoining allottees and work should be completed within least possible time. The contractor must ensure that there should be no damage to the supporting RCC members.
  - 1.21. To avoid disputes later on, contractor in advised to get the measurement recorded within a week's time and shall submit his bills as per relevant clause (6A) of contract. Any dispute regarding measurement including work done shall be judged within a week's time failing which measurement, certified and recorded, shall be entertained.
  - 1.22. Any damage to the building, furniture, fittings of any other articles etc. done by the contractor or his workmen during the execution of work, shall be made good by the contractor, failing which the same shall be made good by the Engineer-in-charge or his authorized representative at the risk and cost of the contractor.
  - 1.23. All doors, windows, floors, furniture, electrical fittings and other articles shall be protected from dust, splashes & damages sufficient covering for the day's work shall be shown to the representative of the Engineer-in-charge before the contractor is allowed to proceed with the work, splashes & droppings from white washing, colour washing, distempering painting etc. on walls, floors, doors and window, down take pipes, furniture shall be removed by the contractor at his own cost and surface cleaned simultaneously after the completion of the day's work is done, without waiting for the actual completion of the other items of work of the contract. In case the contractor fails to comply with this requirement the Engineer-in-charge or his authorized representative shall be the right to get this work done at the risk and cost of the contractor either departmentally or through another agency without issue of any notice to the contractor, departmentally or through

another agency without issue of any notice to the contractor, on his account. The representative of the Engineer-in-charge will however, mention about it in the site order Book employing the labour on the job at the contractor's cost.

- 1.24. Full quantity of material such as paint plastic emulsion paint, oil bound distemper etc. shall be deposited in sealed container in advance and get it checked by Engineer-in-charge before use.
- 1.25. Shifting of furniture such as sofa table, chairs, glass etc. and making necessary arrangements to protect the furniture, carpets, and floors etc. from any spillage during the execution of work shall be done by the contractor. Any damage if done, shall be made good by the contractor at his own cost, nothing shall be paid extra in this regard.
- 1.26. The work of addition and alterations covered under the contract shall be carried in the individual quarters. The quarters/ bungalows may be made available to the contractor for execution of work in piece meal/ in parts, and the contractor shall execute the work in these quarters made available to him. The contractor shall not claim anything extra over agreement rates, due to execution of works in piece meal manner.
- 1.27. No labour huts shall be allowed inside the campus of above said work. The contractors shall arrange for the stay of labours outside the campus including transport and nothing extra shall be payable on this account.
- 1.28. Residential bungalows under upgradation shall be handed over to contractor in phased manner as required. However contractor shall make arrangement for up-gradation work for at least 4(four) bungalows at-a-time depending upon the urgency of the work.
- 1.29. **TESTING OF MATERIALS**
  - (a) Samples of various materials required for testing shall be provided free of cost by the contractor. Testing charges, if any, shall be done by the contractor including all other expenditures required to be incurred for taking the samples, conveyance, packing etc.
  - (b) The contractor shall produce all the materials in advance so that there is sufficient time for testing and approval of the materials and clearance before use in work. The Engineer in charge shall be at liberty to test representative sample(s) of each item of schedule of quantity in any approved laboratory as decided by him. The sample of testing shall be provided by the contractor free of cost. Any expenditure required to be incurred for taking sample, conveyance and packing shall be borne by the contractor. In case of any sample of particular lot fails in testing the contractor shall be bound to replace the entire lot with fresh material of prescribed specifications. The rejected lot shall be returned to the contractor only after fresh lot is supplied. Testing charge in respect of failed sample will be recovered from the contractor.
  - (c) With a view to avoid controversy about quality of cement concrete as revealed in the test results of 7 days cubes falling short of the prescribed standards by over 10% to 20% and pending testing of balance 3 cubes for 28 days as final confirmatory acceptance tests, crushed samples of cement concrete from the failed 7 days cubes should be preserved in a sealed bag.
  - (d) In case of concrete and reinforced concrete work, the contractor shall be required to make arrangement for carrying out crushing strength tests at his own cost. He shall render all assistance for the preparation of cubes, safe custody of the same, proper curing and carriage upto the laboratory where the test is to be performed. The cube test can be performed at any laboratory approved by the Engineer-in-charge OR at site lab.
- 1.30. No labour huts shall be allowed inside the campus of above said work. The contractor shall make his own arrangement for the stay of labour outside the campus including transportation and nothing extra shall be payable on this account.
- 1.31. The work is required to be executed in Office Area (restricted site), in odd hours and the agency shall plan the work to be carried out accordingly.
- 1.32. There may be some restrictions on free movement of labourers at site and restriction of working hours and the agency shall consider this fact while quoting the rates and executing the work. Photo passes if any required for worker shall be responsibility of the contractor.
- 1.33. Existing drains, pipes, cables, overheads wires, sewer lines and water lines and similar services encountered in the course of the execution of the work shall be protected against the damage by the

- contractor at his expenses. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- 1.34 Malba received from site shall be removed to designated site (fixed by Engineer in charge) on same day, otherwise it will be removed and a penalty of Rs. 500/- shall be imposed on the contractor for each day of default
- 1.35 Before dismantling the structure / item the contractor shall bring the entire material required for particular job at site after getting the sample approved from the Engineer in charge.
- 1.36 The Engineer employed by the contractor must attend the office of AE/JE in charge daily and note any instructions given on site order book.
- 1.37 For mixing of mortar, M.S. sheet must be used over the brick platform. Mortar should not be mixed on road or floor or on garden. In case mortar / concrete is mixed on floor or on road etc., a recovery of Rs. 1000/- shall be made for each default. Malba should not be dumped over green grass / plants.
- 1.38 Splashes on the floors, walls, glasses & other places must be removed after completion of work. Glass panes must be cleaned after completion of works. In the event of failure to clean splashes the work of cleaning will be got done at the risk and cost of the agency.
- 1.39 Due to restriction of driving slow moving vehicle / hand driven rickshaw in Campus areas, it is required that contractor should not operate the hand driven rickshaw. Contractor has to make his own arrangement of desired transportation & nothing extra shall be payable on this account.
- 1.40 Before starting the work the contractor shall chalk out a programme in consultation with the Junior Engineer / Assistant Engineer in charge so as to inform the occupants in advance. The contractor shall have to adhere this programme, failing which he shall be held responsible for any inconvenience caused to the occupants. In order to ensure that the work is carried out according to the programme drawn up, the contractor shall ensure adequate supply of the material and employ required labour strength for execution of work. In case contractor fails to arrange / employ adequate labour and stick to the programme, the Engineer in charge may supplement the labour at the risk and cost of the contractor after issue of one day's notice to the contractor through site order book. No claim for idle labour shall be entertained. The contractor shall put his representative daily on site of work. His name & signature shall be attested by the contractor on the record for the department.
- 1.41 The contractor shall prepare one sample of all items which should be got approved from the Engineer in charge. Only after acceptance of sample work, contractor will be allowed to commence the work and sample is to be preserved by contractor till the whole work is completed. The quality of work should confirm to the approved samples.
- 1.42 The contractor should note that the items of work in any room shall be undertaken at one time, one after the other and completed at one stretch in reasonable time allotted for the same by Engineer in charge and got noted by the Junior Engineer in charge. Any item left over in any building will be got done at his risk and cost without any further notice (other than one entry in the site order book) to the contractor after one day from the date of entry in the site order book
- 1.43 No T & P shall be supplied by the department.
- 1.44 Any damage done to the existing structure shall be made good by the contractor at his own risk and cost.
- 1.45 The contractor shall be responsible for behavior and conduct of his worker. No worker with doubtful integrity or having a bad record shall be engaged by the contractor.

**Signature of Tender Form issuing officer**

-SD-11/11/2022-  
COMMANDANT (ENGR.)  
NEZ HQR GUWAHATI

**Signature of Tenderer**

## **SPECIAL CONDITION AS PER NGT GUIDELINES**

The guidelines regarding preventive measures for Air Pollution from demolition & construction activities issued by Delhi Pollution Control Committee vide no. DPCC/EIA/Res-001 to 172 /NGT-21/2015/225-408 dated 17.04.2015 in compliance of Hon'ble National Green Tribunal directions enclosed herewith are applicable to the contractor. All appropriate protection measures as per NGT & DPCC guidelines shall be taken by the contractor at his own cost. Nothing extra shall be payable to the contractor on this account.

**Hon'ble National Green Tribunal in its order dated 04.12.2014** in respect of air pollution from dust resulting from demolition and construction activity inter-alia has directed as follows:

- I. No government, authority, contractor, builders or any person would be permitted to store/dump construction material or debris on metalled road.
- II. Beyond the metalled road the area where such the construction material or debris can be stored shall be physically demarcated by officers of all the concerned Authorities / Corporation ensuring that it would not cause any obstruction to the free flow of traffic / inconvenience to the pedestrians. It should be ensured that no accidents occur on account of such permissible storage.
- III. Every builder, contractor or person shall ensure that the construction material is covered by tarpaulin and all other precaution should be taken to ensure that no dust particles are permitted to pollute air quality as a result of such storage. It shall also be ensured that appropriate protection measures are taken by raising wind breakers of appropriate height on all sides of the plot/area using plastic and/or other similar material to ensure that no construction material dust fly outside the plot area and it will be the builder/contractor responsibility to ensure that their activity does not cause any air pollution during course of construction and/ or storage of material or construction activity. This condition shall be strictly adhered to by every builder, contractor, person or authority. In the event of default they shall be liable to be prosecuted under the law in force, as well as for causing environmental pollution and will be liable to pay compensation which would be determined by Tribunal in accordance with law.
- IV. All the trucks or vehicles of any kind which are used for construction purposes/ are carrying construction material like cement, sand and other allied material should be fully covered. The vehicles should be properly cleaned should be dust free and every necessary precautions is to be taken to ensure that en-route their destination, the dust, sand or any other particles are not permitted to be released in air/contaminate air. Any truck not complying with the above directions would not be permitted to enter GC,CRPF, Silchar Campus.

**Hon'ble National Green Tribunal in order Dated 10.04.2015** inter-alia has directed as follows:

1. Every builder or owner shall put tarpaulin on scaffolding around the area of construction and the building. No person including builder, owner can be permitted to store any construction material particularly sand on any part of the street, roads in any colony.
2. The construction material of any kind that is stored in the site will be fully covered in all respects so that it does not disperse in the Air in any form.
3. All the construction material and debris shall be carried in the trucks or other vehicles which are fully covered and protected so as to ensure that the construction debris or the construction material does not get dispersed into the air or atmosphere, in any form what so ever.
4. The dust emissions from the constructions site should be completely controlled and all precautions taken in that behalf.
5. The vehicles carrying construction material and construction debris of any kind should be cleaned before it is permitted to ply on the road after unloading of such material.
6. Every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris shall be provided with mask to prevent inhalation of dust particles.
7. Every owner and or builder shall be under obligation to provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emissions.
8. It shall be the responsibility of every builder to transport constructions material and debris waste to construction site, dumping site or any other place in accordance with rules and terms of this order.
9. All to take appropriate measures and to ensure that the terms and conditions of the earlier order and these orders should strictly comply with by fixing sprinklers, creations of green air barriers.

10. Compulsory use of wet jet in grinding and stone cutting.
11. Wind breaking wall around construction site.
12. All the builders who are building commercial, residential complexes which are covered under the EIA Notification 2006 shall provide green belt around the building that they construct. All authorities shall ensure that such green belts are in prior to issuance of occupancy certificate.
13. All builders shall ensure that C&D waste is transported in terms of this order to the C&D waste site only and due record in that behalf shall be maintained by the builders, transporters and GC, CRPF, Silchar Campus.
14. Even if constructions have been started after seeking environmental clearance under EIA notification 2006 and after taking other travel but is being carried out without taking the preventive and protective environmental steps as stated in this order and MoEF guildeliness 2010, the State Government, SPCB and any officer of any department as foretasted shall be entitled to direct stoppage of work.

**Environmental Impact Assessment Guidance Manual for Building, Construction, Township and area development Projects** of February, 2010 is available on the website of MoEF & CC invisaging the following guidelines for mitigation measures in respect of dust control from Building, Construction Projects:

“Adopting techniques like, air extraction equipment, and covering scaffolding, hosing down road surfaces and cleaning of vehicles can reduce dust and vapour emissions. Measures include appropriate containment around bulk storage tanks and materials stores to prevent spillages entering water courses.

15. The others measures to reduce the air pollution on site are:-
    - 1 Sprinkling of water and fine spray from nozzles to suppress the dust.
    - 2 On-Road-Inspection should be done for black smoke generating machinery.
    - 3 Promotion of use of cleaner fuel should be done.
    - 4 All DG sets should comply emission norms notified by MoEF.
    - 5 Vehicles having pollution under control certificate may be allowed to ply.
    - 6 Use of covering sheet to prevent dust dispersion at buildings and infrastructure sites, which are being constructed.
    - 7 Use of covering sheets should be done for trucks to prevent dust dispersion from the trucks, implemented by district offices.
    - 8 Paving is a more permanent solution to dust control, suitable for longer duration projects. High cost is the major drawback to paving.
    - 9 Reducing the speed of a vehicle to 20kmph can reduce emissions by a large extent. Speed bumps are commonly used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, it may be necessary to divert traffic to nearby paved areas.
- Material storages/ warehouses- Care should be taken to keep all material storages adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust/particulate emissions. Fabrics and plastics for covering piles of soils and debris is an effective means to reduce fugitive dust.”

By way of these orders/notice you are hereby notified for mandatory strictly adherence to and compliance of the directions contained in the order of Hon’ble Tribunal as well as MoEF guidelines, 2010 in relation to precautions required to be taken while carrying on construction activities.

Copy of NGT orders dated 04.12.2014, 10.04.2015 copy of MoEF guidelines 2010 and copy of notice issued are available at the DPCC website also i.e. “<http://dpcc.delhigovt.nic.in>.”

Please note that the non-compliance of Hon’ble NGT order will make you liable for action as per law including the directions for stoppage of work.

**Signature of Tender Form issuing officer**

-SD-11/11/2022-  
COMMANDANT (ENGR.)  
NEZ HQR GUWAHATI

**Signature of Tenderer**

## **PARTICULAR SPECIFICATIONS**

### **1.0 GENERAL**

- 1.1) The work shall be executed and measured as per metric, litre dimensions given in the Schedule of quantities, drawings etc. (F.P.S.units wherever indicated are for guidance only).
- 1.2) All stone aggregate and stone ballast shall be of hard stone variety to be obtained from approved quarries to be got approved from the Engineer-in-charge .
- 1.3) Sand to be used for cement concrete work, mortar for masonry and plaster work shall be of standard quality and shall be obtained from approved source to be got approved from the Engineer-in-charge and screened as required. The same shall consist of hard siliceous material. It shall be clean sand.
- 1.4) Unless otherwise specified in the schedule of quantities, the rate of all items of the work shall be considered as inclusive of pumping out or bailing out water, if required, for which no extra payment will be made .This will include water encountered from any source such as rains, floods , sub-soil water table being high or due to any other cause whatsoever.
- 1.5) All the materials required to be tested shall be tested as per provisions of the relevant I.S. Codes. Should there be any difference between acceptance CRITERIA given in I.S. Codes, C.P.W.D/MES. specifications and special conditions, the acceptance CRITERIA shall be in the following order of precedence :
  1. C.P.W.D. Specifications
  2. I.S. Codes
  3. Special/ Additional conditions

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## ADDITIONAL CONDITIONS FOR CEMENT

### 1.0 CONDITIONS FOR CEMENT

- 1.1 The contractor shall procure 43 grade (conforming to IS: 8112) Ordinary Portland cement, as required in the work, from reputed manufacturers of cement having a production capacity not less than one million tons or more per annum, such as ACC, Ultra Tech, J.P. Cement, Vikram, Shri Cement, Birla Cement, JK Cement and Cement Corporation of India etc., as approved by the Ministry of Industry, Govt. of India, and holding license to use ISI certification mark for their product. Portland puzzolana cement (fly ash based) conforming to IS: 1489 part I of equivalent grade shall also be allowed in non-structural works. The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially. The supply of cement shall be taken in 50 kg bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS Codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS Codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of written order from the Commandant Engineer, NEZ HQR GUWAHATI to do so.
- 1.2 The cement shall be brought at site in bulk supply of approximately 10 tonnes or as decided by the Commandant Engineer, NEZ HQR GUWAHATI. The cement godown of the capacity to store a minimum of 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made.
- 1.3 Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-charge or his authorized representative and the keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Commandant Engineer, NEZ at any time.
- 1.4 The cement shall be got tested by Commandant Engineer, NEZ HQR GUWAHATI and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost of testing laboratories. The cost of test shall be borne by the contractor /department in the manner indicated below :
- a) By the contractor, if the results show that the cement does not conform to relevant BIS Codes.
  - b) By the department, if the results show that the cement conforms to relevant BIS Codes.
  - c) If the cement brought is in smaller lots than specified in para 1.2 above, the cost of testing charges beyond the permissible frequency shall be borne by the contractor until and unless specifically directed otherwise, in writing, by the Commandant engineer, NEZ HQR
- 1.5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in Clause 39 of the contract and shall be governed by conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment needs to be made.
- 1.6 The cement brought to the site and the cement remaining unused after completion of the work shall not be removed from site without the written permission of the Commandant Engineer, NEZ HQR GUWAHATI
- 1.7 The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Commandant Engineer, NEZ HQR GUWAHATI. If he does not do so within three days of receipt of such notice, the Commandant engineer, NEZ shall get it removed at the cost of the contractor.

-SD-11/11/2022-

**Signature of Tender Form issuing officer**  
**Signature of Tenderer**

COMMANDANT (ENGR.)  
NEZ HQR GUWAHATI



**Short Title:**

1. These regulations may be called the "Contractors" Labour regulations".
2. If these regulation, unless otherwise expressed or indicated the words and expressions shall have the meaning hereby assigned to them respectively that is to say.
  - (i) "Labour" means worker employed by the Corporation's contractor directly or indirectly through a subcontractor or other persons or by an agent on his behalf.
  - (ii) "Fair Wages" means wages whether for time or piece work notified at the time of inviting Tenders for work and where such wages prescribed by the Government of India in the Ministry of Labour and Employment vide SO No.1917 published in the Gazette of India. Extraordinary Part 11 Section (3) subsection (ii) dated 19.5.1969.
  - (iii) "Contractor" shall include every person whether a sub-contractor or head man or agent employing labour on the work taken on contract.
  - (iv) "Wages" shall have the same meanings as defined in the payment of Wages Act and include time and piece rate wages.
- 2a. Normally working hours of an adult employee should not exceed 8 hours a day; the working day shall be so arranged that inclusive of interval for rest, if any it shall not spread even more than 12 hours on any day.
- 2b. When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages.
- 2c. Every worker shall be given a paid weekly holiday normally on Sunday in accordance with the provisions of minimum wages (central rules, 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act 1948 or not).
3. Display of Notice regarding Wages etc. The contractor shall :
  - (a) Before the commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the work, Notice in English and in the local Indian Language spoken by the majority workers, giving the rate of wages which have been certified by the Executive Engineer, Regional Labour Commissioner, as fair wages and the hours of work for which such wages are earned and
  - (b) Send a copy of such Notices to the certifying officer.
4. Payment of wages
  - (i) Wages due to every worker shall be paid to him direct.
  - (ii) All wages shall be paid in current coin or currency or in both.
  - (iii) Arrears claimed after 3 months after the completion of work shall not be entertained.
5. Fixation of Wage Period (i) The contractor shall fix the wage period in respect of which the wages shall be payable.

The minimum daily rates of wages fixed under Notification of Government of India in the Ministry of Labour and Employment S.O. 1971 dated 19th May, 1969 are inclusive of wages for weekly day of rest and the question of extra payment for weekly holiday would not arise.

  - (i) No wage period shall exceed one month.
  - (ii) Wages of every worker employed on the contract shall be paid (a) in case of establishment in which wage period is one week within 3 days from the end of the wages period and (b) in the case of other establishments before the expiry of the 7th day or 10th day from the end of the wage period according as the number of workers employed in such establishments does not exceed 1000 or exceeds 1000.
  - (iii) When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the day exceeding the one on which his employment is terminated.
  - (iv) All payment of wages shall be made on a working day except when the work is completed before the expiry of wage period; in which case final payment shall be made within 48 hours of the last working day at work site and during the working time.

NOTE: - The term working day” means a day on which the work on which the labour is employed, is in progress.

6. Wage Book and Wage Slips etc. :-
- (i) The contractor shall maintain a Wage Book of each worker in such form as may be convenient at the place of work, but the same shall include the following particulars.
    - (a) Name of the worker
    - (b) Rate of daily or monthly wages
    - (c) Nature of work on which employed
    - (d) Total number of days worked during each wage period
    - (e) Dates and period for which worked overtime
    - (f) Gross payable for the work during each wage period.
    - (g) All deductions made from the wage with an indication in each case of the ground for which the deduction is made
    - (h) Wages actually paid for each wage period.
    - (i) Signature or thumb impression of the worker
  - (ii) The contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the day of disbursement of wages.
  - (iii) The contractor shall issue an Employment Card in the prescribed Form III to each worker on the day of work or entry into his employment. If the worker has already any such card with him from the previous employer the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the employment card shall again be endorsed by the contractor and returned to the workers.
  - (iv) The contractor shall issue an attendance-cum-wages card as per Form IV attached to each worker on the day of each worker on entry into his employment.
7. Register of unpaid wages : The contractor shall maintain a register of unpaid wages in such form as may be convenient at the place of work but the same shall include the following particulars.
  - (a) Full particulars of the labourers where wages have not been paid
  - (b) Reference number of the muster roll and wage register.
  - (c) Rate of wages
  - (d) Wage period
  - (e) Total amount not paid
  - (f) Reasons for not making payment
  - (g) How the amount of unpaid wages was utilized
  - (h) Acquaintance with dates.
8. **Register of Accidents** :- The contractor shall maintain register of accidents in such form as may be convenient at the work place but the same shall include the following particulars :-
  - (a) Full particulars of the labourers who met with accident.
  - (b) Rate of Wages
  - (c) Sex
  - (d) Age
  - (e) Nature of accident and cause of accident.
  - (f) Time and date of accident
  - (g) Date and time when admitted in hospital
  - (h) Date of discharge from the hospital
  - (i) Period of treatment and result of treatment
  - (j) Percentage of loss of capacity and disability as assessed by Medical Officer
  - (k) Claim required to be paid under Workman’s Compensation Act.
  - (l) Date of Payment of compensation
  - (m) Amount paid with details of persons to whom the same was paid
  - (n) Authority by whom the compensation was assessed

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NEZ HQR GUWAHATI

**Signature of Tenderer**

## SAFETY CODE

### Safety Code

- (i) Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period works as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holdings the ladder and if the ladder is used for carrying material is well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 (4 horizontal and 1 vertical).
- (ii) Scaffolding or staging more than 12 ft. above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have guard rail properly attached bolted, braced and otherwise secured at least 3 feet high above the floor or platform of such scaffolding or staging and extending along with entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding shall be so fastened as to prevent it from swaying from the building or structure.
- (iii) Working platform, gangways, and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stairway is more than 12 feet above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened, as described in (ii) above.
- (iv) Every opening in the floor of a building or in a working platforms be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or raiding whose minimum height shall be 3-0”.
- (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed; no portable single ladder shall be over 30 feet in length while the width between side rail in rung ladder shall in no case be less than 11-1/2” for ladder upto and including 10 feet in length. For longer ladders this width should be increased at least  $\frac{1}{2}$ ” for each additional foot or length. Uniform step spacing shall not exceed 12. Adequate precautions shall be taken to prevent danger from electrical equipment’s. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person of the public. The contractor shall provide all necessary fencing and lights to protect the public from accidents, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damaged and cost which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such persons.
- (vi) Excavations and Trenching All trenches four feet or more in depth, shall at all times be supplied at least one ladder for each 100 feet in length or fraction thereof ladder shall be extended from bottom of trench to at least 3” above the surface of the ground, the side of trench which are 5”, or more in depth shall be stepped back to give suitable slope or security held by timber bracing so as to avoid the danger of side to collapse. The material shall not be placed within 5 feet of the trench or half of the depth of trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
- (vii) Demolition: Before any demolition work is commenced and also during the process of the work:
  - (a) all roads and open areas adjacent to the work site shall either be closed or suitably protected;
  - (b) no electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
  - (c) all practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be over-loaded with debris or a material as to render is unsafe.
- (viii) All necessary personal safety equipment as considered adequate by the Engineer-in- charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

- (a) Worker employed on mixing asphaltic materials, cement and lime mortar shall be provided with protective footwear and protective goggles.
  - (b) Those engaged in white washing and mixing or staking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
  - (c) Those engaged in welding works shall be provided with welder's protective eye shields.
  - (d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - (e) When workers are employed in sewers and manholes, which are in used, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
  - (f) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting the following precautions should be taken.
  - (g) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
  - (h) Suitable face masks should be supplied for use by the workers when paint applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
  - (i) Overalls shall be supplied by the contractors to the Workmen and adequate facilities shall be provided to enable the working painters to wash during the course of work.
  - (j) When the work is done near any place where is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue at any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
  - (k) Use of hoisting machine and tackle including their attachments anchorage supports shall be conform to the following standards or conditions:
    - 1. (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
    - (b) Every rope used in hoisting or lowering, materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
2. In case of departmental machines, the safe working load shall be notified by The DIGP, GC, CRPF, SILCHAR As regards contractor's machines the contractors shall notify the safe working load of the machine to The COMMADANT (ENGINEER) CRPR NEZ HQR GUWAHATI whenever he brings any machinery to site of work and get it verified by The COMMADANT (ENGINEER) CRPF, NEZ HQR GUWAHATI
- (ix) Motors, gearing transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum, the risk of accidental decent of the load, adequate precautions should be taken to reduce and to minimize; the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized insulting mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
  - (xi) All scaffolds, ladders and safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
  - (xi) These safety provisions should be brought to the Notice of all concerned by display on a Notice board at prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
  - (xii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangement made by the contractor shall be open to inspection by the Labour Officer department or their Representatives.

- (xiii) Notwithstanding the above clauses from (i) to (xii) there is nothing in these to exempt the contractor from the operations of any other Act or rule in force in the Republic of India.

**Model Rules for the Protection of Health and Sanitary  
Arrangements for Workers Employed  
By Contractor**

**1. Application**

These rules apply to all building and construction of Central Reserve Police Force.

**2. Definition:**

“Work place” means a place at which, at an average 20 or more workers are employed in connection with construction work.

**3. First Aid:**

- (a) At every work place there shall be maintained in a readily accessible place first aid appliance including an adequate supply of sterilized dressings and sterilized cotton wool.  
The appliances be kept in good order and in large work place they shall be placed under the charge of a responsible person who shall be readily available during working hours.
- (b) At large work place, where hospital facilities are not available within easy distance of the work. First Aid post shall be established and be run by a trained compounder.
- (c) Where the large work places are remote from regular hospitals, indoor ward shall be provided with one bed for every 250 employees.
- (d) Where large work places are situated in cities, in town or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals suitable transport shall be provided to facilitate removal of urgent cases to the hospitals. At other work places, some conveyance facilities, such as a car shall be kept readily available to injured person or persons suddenly taken seriously ill to the nearest hospital.

**4. Drinking Water:**

- (a) In every work place, there shall be provided and maintained at suitable places easily accessible to labour a sufficient supply of cold water fit for drinking.
- (b) Where drinking water is obtained from intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- (c) Every water supply of storage shall be at a distance of not less than 50 feet from any latrine, drain or other source of pollution. Where water has been drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap-door which shall be dust free and waterproof.
- (d) A reliable pump shall be fitted to each covered well the trap-door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

**5. Washing and Bathing Place:**

- (i) Adequate washing and bathing places shall be provided, separately for men and women,  
(ii) Such places shall be kept in clean and drained condition.

**6. Scale of Accommodation in Latrines and Urinals:**

These shall be provided within the precincts of every work place latrines and urinals in an accessible place, and the accommodation, separately for each of them: shall not be less than the, following scale

	<u>No. of seats</u>
(a) Where the number of person does not exceed 50	2
(b) Where the number of persons exceeds 50, but does not exceeds 100	3
(c) For every additional 100	3 per 100

In particular cases the Executive Engineer shall have the powers to vary the scale necessary.

**7. Latrines and Urinals for Women:**

If women are employed separate latrines and urinals, screened from those for men and marked in the vernacular in conspicuous letters. “For Women only” shall be provided on the scale laid in rule 6. Those for men shall be similarly marked “For men only”. A poster showing the figure of a man and a

woman shall also be exhibited at the entrance of latrines for each sex. There shall be adequate supply of water close of the urinals and latrines.

#### **8. Latrines and Urinals :**

Except in work places provided with water flushed latrines, connected with a water borne sewage system, all latrines shall be provided with receptacles on dry-earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacles shall be tarred inside and outside at least once a year.

#### **9. Construction of Latrine :**

The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent materials and shall be cement-washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines will not be of a standard lower than borne hole system and should have thatched roofs.

#### **10. Disposal of Excreta:**

Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal of Excreta by incineration at the work place shall be made by means of suitable incinerator approved by the Assistant Director of Public Health or the Municipal Medical Officer of health, as the case may be, in whose jurisdiction the work place is situated. Alternatively excreta may be disposed off by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with a 6" layer of waste or refuse and then covering it up with a layer of earth for a fortnight (when it will turn into manure).

#### **11. Provision of Shelters during rest:**

At every work place there shall be provided, free of cost, two suitable sheds one for meals and the other for rest separately for men and women for the use of labour. The height of the shelter shall not be less than 11 feet from the floor level to the lowest part of the roof. The sheds should be roofed with at least thatch and mud flooring will be provided with a dwarf wall around not less than 2-1/2 feet. Sheds should be kept clean and space should be on the basis of at least 5 square feet per head.

#### **12. Crèches:**

At every work place, at which 50 or more women workers are ordinarily employed, there shall be provided two huts for the use of children under the age of 8 years belonging to such women. One hut shall be used for infant's games and play and the other as their bed room. The huts shall not be constructed on a lower standard than the following.

- (i) Thatched roof.
- (ii) Mud floors and walls
- (iii) Planks spread over the mud floor and covered matting.

The huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweeper to keep the place clean. There shall be two Dais in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to children their attendants and mothers of the children.

- (a) Where the number of women workers is more than 25 but less than 50, the contractor shall provide at least one hut and one Dais to look after the children of women workers.
- (b) The size of crèche or crèches shall vary according to the number of women workers.
- (c) The crèche or crèches shall properly be maintained and necessary equipment like toys etc. shall be provided.

#### **13. Canteen**

A cooked foods canteen on moderate scale shall be provided for the benefit of workers wherever it is considered expedient.

14. The above rules shall be incorporated in the contracts and in Notices inviting Tenders and shall form an integral part of the contract.

#### **Signature of Tender Form issuing officer**

-SD-11/11/2022-  
COMMANDANT (ENGR.)  
NEZ HQR GUWAHATI

**Signature of Tenderer**

## PERFORMA FOR AGREEMENT

I/We have read and examined the notice inviting tender, schedule, specification. General Rules and directions, conditions of contract clauses of contract, special conditions and other documents and rule referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in schedule. viz schedule of quantities and in accordance in all respects with the specifications and instructions in writing and with such materials as are provided for by and in respects in accordance with such conditions so far as applicable.

I/We agree to keep the tender open for one hundred eighty (180) days from the due date of submission thereof and not to make any modification in its terms and conditions.

A sum of Rs. **Rs. 9510/-** (Rupees Nine thousand Five hundred ten ) is hereby forwarded in FDR/ Demand draft of scheduled bank/Receipt Treasury challan/ Deposit at call receipt of a Scheduled Bank as earnest money. If I/We fail to commence the work specified I/We agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to there in and to carry out such deviation as may be ordered up to the maximum of the percentage mentioned in schedule to be in clause 12.2 and 12.3 of the tender form.

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

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

Dated \_\_\_\_\_

Signature of the contractor

Witness

Postal address

Address-

Occupation

**Signature of Tender Form issuing officer**

-SD-11/11/2022-  
COMMANDANT (ENGR.)  
NEZ HQR GUWAHATI

**Signature of Tenderer**

Definition:-

1. The Contract means the documents forming the Tender and acceptance thereof and the formal Agreement executed between the COMMADANT (ENGINEER) NEZ HQR GUWAHATI on behalf of PRESIDENT OF INDIA and the contractor, together with the documents referred to therein including these conditions, the, specifications, designs, drawings and instructions issues from time to time by COMMADANT (ENGINEER) NEZ HQR GUWAHATI and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expression shall, unless the context otherwise requires, have the meaning, hereby respectively assigned to them:-
  - a) The expression 'Work' or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by or by virtue of the contract contracted to the executed whether temporary or, permanent, and whether original, altered, substituted or additional.
  - b) The 'Site' shall mean the land or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
  - c) The 'Contractor' shall, mean 'the individual or Firm or Company, whether incorporated or not undertaking the work and shall include the legal personal Representatives of such individual or the persons comprising such firm or company, or the successors of such company and the permitted assignees of such individual or firm or firms or company,
  - d) The 'Force' means the Central Reserve Police Force and its successors.
3. Where the context so required, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall wherever required include feminine gender and vice versa.
4. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the work.
5. In the case of discrepancy between the schedule of Quantities, and the Specifications etc., the following order of preference shall be observed:
  - i) Description of Schedule of Quantities.
  - ii) Particular Specification and Special Conditions, if any.
  - iii) CPWD Specifications.
  - iv) Indian Standard Specifications of BIS.
  - v) Specification notified by local bodies, if any.

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Clause-1.

(I) The contractor shall submit an irrevocable Performance Guarantee of 03% (Three Percent) of the Tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement (not withstanding and/or without prejudice to any other provisions in the contract within period specified in Schedule "F" of „BID Data Sheet“ from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge upto a maximum period as specified in Schedule „F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form



of Cash, in case Guarantee amount is less than Rs.10,000/- or Deposit at Call receipt of any Scheduled Bank / Banker's Cheque of any Scheduled Bank /Demand Draft of any Scheduled Bank /Pay Order of any Scheduled Bank (in case of Guarantee amount is less than Rs.1,00,000/- or Government Securities or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the Form annexed hereto In case the Guarantee amount is more than Rs. One lakh.

(II) The PERFORMANCE GUARANTEE shall be initially valid upto the stipulated date of completion plus 60 days beyond that, in case the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the competent authority, the Performance Guarantee shall be returned to the contractor without any interest.

(III) The COMMADANT (ENGINEER) NEZ HQR GUWAHATI shall not make a claim unearth Performance Guarantee except for amounts to which the Central Reserve Police Force is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement)in the event of

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described hereinabove, in which event The COMMADANT (ENGINEER) NEZ HQR GUWAHATI may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay CRPF any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of Notice to this effect by The COMMADANT (ENGINEER) NEZ HQR GUWAHATI.

iii) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the CRPF.

**CLAUSE 1A** : Upon reporting of completion of the work by the contractor, than state officer detailed officer in charge for execution of work or committee after satisfactorily of work as per specification and personal certificate given by B.O.Os and certificate certified by H.O.O. Contractor produce of bill in triplicate, bank mandate form and cancelled cheque Therefor the bill will be send to RPAO for payment to the contractor in full .At the same time security/performance deposit will also be given him back. No interest will be payable on delayed payment

**Signature of Tender Form issuing officer**

-SD-11/11/2022-  
COMMANDANT (ENGR.)  
NEZ HQR GUWAHATI

**Signature of Tenderer**

## BID DATA SHEET

1. Schedule of quantities (Enclosed) :
2. Schedule of materials to be issued :

To the contractor

Sl No.	Description of item	Qty	Rates in figures at which the material will be charged to the Contractor	Place of issue
1	2	3	4	5
N/A				

3. Tools and plant to be hired to the contractor

Sl No.	Description	Hire charged per day	Place of issue
Nil			

4. Extra schedule for specific requirements documents for the work, if any:-
5. Name of Works :  
“External painting and Cleaning of overhead tank near Mandir at GC CRPF, Daypur Silchar (Assam)”.
6. Estimated cost of work : Rs. 3,16,983/- (Rupees Three lakh sixteen thousand nine hundred eighty three) Only
7. Earnest Money : Rs. **Rs. 9510**/- (Rupees Nine thousand Five hundred ten ) only.
8. Performance Guarantee @ 03% of offered amount of tender to be deposited by a successful contractor/bidder before issuing a work order.
10. ITR : Bidder should submit documents of regarding last 03 years ITR returns or Certificate and GST return of the firm.
11. Officer inviting Tender :- Commandant Engineer, NEZ HQR GUWAHATI.  
Maximum percentage of quantity of item of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 and 12.3 as mentioned in CPWD, General Conditions of Contract.
12. Engineer in charge (Site Incharge) : INSP/ Overseer & SI/CIVIL, GC SILCHAR
13. Accepting authority:- Commandant Engineer, NEZ HQR GUWAHATI.
15. Department :- CRPF, Ministry of Home Affairs, Govt of India.
16. Standard schedule of rates: On the basis of AOR of CPWD
17. Standard schedule of rate :- DSR and AOR of CPWD
18. Time allowed for execution of work :- 45 days
19. Authority to give fair and : \_\_\_\_\_  
Reasonable extension of time: Commandant (Engineer), NEZ HQR GUWAHATI  
For completion of work: 45 days
20. Specification to be followed CPWD 2019 Vol –I and II/latest MES specification with its upto date correction slip /amendments /IScode.
21. Schedule of rates for \_\_\_\_\_ to be decided on the basis of analysis  
Determining rates for \_\_\_\_\_ on approved labour rates.  
Additional altered or \_\_\_\_\_ and market raters of material

**Signature of Tender Form issuing officer**

-SD-11/11/2022-  
COMMANDANT (ENGR.)  
NEZ HQR GUWAHATI

**Signature of Tenderer**

**To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of President of India through the Commandant Engineer, NEZ, CRPF, Guwahati (Assam) .**  
**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of ..... 20 .....

BETWEEN

President of India represented through Commandant Engineer, NEZ, CRPF, Guwahati (Assam)

‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

through ..... (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 .....)  
(hereinafter referred to as “Tender/Bid”)

and intends to award, under laid down organizational procedure, contract for “**External painting and Cleaning of overhead tank near Mandir at GC CRPF, Daypur Silchar (Assam)** ” hereinafter referred to as the “Contract”. And whereas the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). And whereas to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article 1: Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) 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.
  - (b) 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 process or the Contract execution.
  - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose

conduct in the past has been of biased nature.

- (2) 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 herein 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.

#### Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical 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.
2. The Bidder(s)/Contractor(s) commits 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:
  - (a) 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.
  - (b) 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 competitiveness or to cartelize in the bidding process.
  - (c) 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.
  - (d) 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 participate 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.
  - (e) 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.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful 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.

5. 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 befall 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 Contract or 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:

1. 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 Contract or terminated/determined the Contract or 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.
3. 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

1. 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.
2. 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.
3. 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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors 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.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. 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 12 months 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

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. 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.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
5. 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/Contact 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)

WITNESSES:

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

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

Place:

Dated :

-SD-11/11/2022-  
COMMANDANT (ENGR.)  
NEZ HQR GUWAHATI

**Signature of Tenderer**

## NE ZONE, CENTRAL RESERVE POLICE FORCE, GUWAHATI

TELEPHONE (CONTROL ROOM)/FAX No-03612895047

No. B.V-3/2022-23-BLDG-GC SLR

Dated, the Nov 2022

Name of works: "External painting and Cleaning of overhead tank near Mandir at GC CRPF, Daypur Silchar (Assam)".

**ABSTRACT OF COST-ORIGINAL ESTIMATE**

This page is not to be filled, Item rate to be filled in BOQ Sheet. (Price Bid)

S.no	Based of DSR 2018	Description of item	Qty	unit
1	14.78	Cleaning of under ground sump, Over Head R.C.C. Tank (independent staging) including disposal of slit and rubbish, all as per direction of Engineer-in-Charge. The cleaning shall consist following operations:-		
		(i) Tank shall be emptied of water by pumping & bottom shall be cleaned of slit and other deposits.		
		(ii) Entire surface area of the sump shall then scrubbed thoroughly with wire brush etc. and pressure washed with water.		
		(iii) Chlorination of RCC internal surface by liquid chlorine.		
		(iv) The treated surface shall be dried using air jetting and all loose particles shall be removal from the surface.		
		(v) Finally the surface shall be treated with ultraviolet radiation etc. as per direction of Engineer-in-Charge.	1616.21	Sqm
2	14.75A	Cleaning of terrace/loft water storage tank (inside surface area) upto 2000 litre capacity at all heights with coconut brushes, duster etc., removal of silt, rubbish from the tank and cleaning the tank with fresh water disinfecting with bleaching powder @ 0.5gm per litre capacity of tank, including marking the date of cleaning on the side of tank body with the help of stencil and paint and disposing of malba, all complete as per direction of Engineer-in-Charge. (The old date already written on tank should be removed with paint remover or black paint and if date is not written with the stencil or old date is not removed deduction will be made @ Rs. 0.10 per litre if during cleaning any GI fittings or ball cock is damaged that is to be repaired by contractor at his own cost and nothing extra will be paid on this account)	170000.00	Litre
3	13.111	Finishing walls with Acrylic Smooth exterior paint of required shade :		
3.1	13.111.1	Old work (Two or more coat applied @ 1.67 ltr/ 10 sqm) on existing cement paint surface).	774.00	Sqm

**Note:** Statutory deductions on account of GST, VAT, income tax and surcharge as applicable shall be made from the gross amount of the bill. The rates quoted by the contractor shall be taken as net and nothing extra shall be paid on any account i.e. royalty, cartage, sales tax, GST etc.

**Signature of Tender Form issuing officer**

-SD-11/11/2022-  
COMMANDANT (ENGR.)  
NEZ HQR GUWAHATI

**Signature of Tender**

**TENDER ACCEPTANCE LETTER**

(To be given on company Letter Head)

**Date:**

To,

The COMMANDANT(ENGINEER)  
 NEZ HQR GUWAHATI  
 Assam - 781023

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

Tender Reference No: \_\_\_\_\_

**Name of Tender/Work:-**

Respected Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: **e-procure 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 44 (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

**(Signature of the Bidder, with Official Seal)**



PERFORMANCE STATEMENT FOR LAST TWO YEAR

Name of Firm:

M/S \_\_\_\_\_

1. Contract Nos. :

2. Name of work :

3. Quantity on order :

4. Value :

5. Original D.P.:

6. Area of work within original D.P.:

7. Final Ext. D.P.:

8. Last work position. :

9. Reasons for Delay in work:

(If any)

**Signature of the tenderer**

**QUESTIONNAIRES THAT REQUIRES SPECIFIC ANSWER BY THE BIDDERS**  
**FOR PATICIPATION IN BID FORMALITIES**

[Bidder may please note that if the answer so furnished are not clear and/or are evasive, the tender will liable to be ignored]

S/N	Questions/Information that require specific answer	Specific answer by the Bidder/Vendor/Contractor
1.	e-Tender Enquiry No. and date in which firm is participating	
2.	Name & full address of the firm/contractor along with contact number and e-mail id	
3.	What is the permanent Income Tax A/C No? (Copy of PAN must be uploaded with the bid in e-procurement portal)	
4.	Status of the firm (Single proprietary/ partnership firm)	
5.	Deptt./Organization (Central/State Govt. or other PSU etc) 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	
	iii) Registration valid up to	
6.	What is the GST Registration No. of the firm? (Copy of GST registration certificate must be uploaded with the bid in e-procurement portal)	
7.	Banker details of the firm:-	
	i) Bank Name, Branch and Bank Account No. (Core branch only)	
8.	ii) IFSC Code of the branch	
9.	iii) Whether branch is NEFT/RTGS enabled or not?	
10.	Full name & address of the person signing the bid documents (In block letters)	
11.	Whether signing as proprietor/partner/ constituted attorney/ duly authorized by company	
12.	Signature of the witness along with name and address in block letter along with contact number.	

**Signature of the Bidder**

**Check list for Bidder/Vendor/Contractor**

**(Bidders should check following requirements for compliance before submission of the tender documents)**

S/N	Requirements to be checked by the Bidder before submission of the tender	Compliance (To be indicated With “YES” after Compliance of the requirements)
1.	Whether Bidder has submitted required Earnest Money Deposit (Bid security) if applicable as specified in Schedule to Tender? If not then for getting exemption whether relevant papers with the bid documents has been submitted?	
2.	Whether the Bidder has quoted rate (monthly rate of each category of service) only as per price bid format/B.O.Q along with tender documents at e-procurement site <a href="http://eprocure.gov.in/eprocure/app.">http://eprocure.gov.in/eprocure/app.?</a>	
3.	Whether the rates have been quoted inclusive of applicable G.S.T (Goods and Services Tax) and all other charges if any but excluding EPF & ESI Contributions on the part of Employer as applicable with Site of work at The DIGP, GC, CRPF, Silchar, Dayapur, Cachar (Assam)788030_?	
4.	Whether the Bidder is agreed with the condition of the tender that the offer is valid for acceptance till 90 days from the opening of bid and subject to acceptance of bid for purchase the rate will remain valid during the entire contractual period also?	
5.	Whether the Bidder is agreed with the Tolerance Clause of the Tender Enquiry?	
6.	Whether the bidder having past experience for <b>similar works</b> in Government department. [If yes, Bidders should give their past performance in the specified format given in the Tender documents (Appendix-D)]	
7.	Whether the Bidder is agreed to the Arbitration clause of the Tender Enquiry?	
8.	Business dealing with their firms has not been banned by any Government/ Private Agencies.	
9.	Whether each and every page of the Bidder documents has uploaded in e-procurement web site duly signed by the authorized signatory under the seal of the firm?	
10.	Whether the Bidder have mentioned their address for communication with Telephone and Fax Number?	
11.	Whether all the Points under heading “Terms & Conditions” and “Additional Conditions” are abided by the contractor?	
12.	Whether all the requisite documents as asked in Para 07 (a) of II (Terms & conditions of tender enquiry) have been submitted by the Bidder online as well as manually ?	

**Signature of the Bidder**

## INTEGRITY PACT

Sub: NIT No. ....for the work

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

