

INVITATION OF TENDER

**OFFICE OF THE COMMANDANT**  
**16 BN. CRPF, RANCHI BANGER, MATHURA (U.P.) 281006**  
**OFFICE/FAX NO. 0565-2430929, C/R No. 0565-2430929 &**  
**E-Mail ID. hq16bn.crpf@nic.in**

Tender Enquiry No. - B-II.1/2022-23-Q-16(CTS) (Tender-1)

Dated 6 January/2023

To,

The DIGP (IT)  
Dte. General, CRPF,  
CGO Complex, Lodhi Road,  
New Delhi- 110003

Subject:- PUBLICATION OF TENDER NOTICE ON CRPFWEBSITE.

The following tender notice requires for publishing on the CRPF website for wide publicity.

| Sl.No. | Tender No.                               | Description  | Bid Security (EMD)                          | Date & Time opening of tender |
|--------|--|--|---|-------------------------------|
| 1      | 2  | 3  | 4   | 5                             |
| 1      | No. -B-II.1/2022-23-Q-16(CTS) (Tender-1) | Construction of Plinth size 18'x32'- 02 Nos. & 18'x64'- 01 No. Total 03 Nos. at Civil Lines, Mathura | Rs. 20,000/- (Rupees Twenty thousand) only. | 01 /02/2023 at 1100 hrs.      |

2. It is therefore, requested that tender notice no. dated 06/01/2023 attached with this letter may kindly be placed on CRPF Website for wide publicity and date on which the tender enquiry has been placed on CRPF website may also be intimated to this office for further needful action please.

Enclose:- Tender Enquire

Sd-06/01/23  
Commandant- 16 Bn, CRPF

## SCHEDULE OF TENDER

**GOVERNMENT OF INDIA  
(Ministry of Home Affairs)**

**OFFICE OF THE COMMANDANT**  
**16 BN. CRPF, RANCHI BANGER, MATHURA (U.P.) 281006**  
**OFFICE/FAX NO. 0565-2430929, C/R No. 0565-2430929 &**  
**E-Mail ID. hq16bn.crfp@nic.in**

**Tender Enquiry No. -B-II.1/2022-23-Q-16(CTS) (Tender-1)**

**Dated 6 January/2023**

COMMANDANT, 16 BN, CRPF ,Ranchi Banger, Mathura for and on behalf of the President of India invites online tenders from Govt. Registered, Central/State Govt. contractors under two bid systems (Technical Bid and financial bid) on the prescribed form Name of work :- Construction of -03 Plinths at 16 Bn.CRPF , Mathura (U.P.) as per details given below:

|   |    |  |
|---|----|--|
| Tender Enquiry                                  |    | <b>No. - B-II.1/2022-23-Q-16(CTS) (Tender-1)</b>   |
| Last date and time for receipt online tender    | :: | <b>On or before 1100 Hrs on 01/02/2023</b>   |
| Last date and time for receipt Manual Documents | :: | <b>On or before 1100 Hrs on 01/02/2023</b>   |
| Time and date for opening of online tender      | :: | <b>On 01/02/2023 at 1100 Hrs.</b>  |
| Estimated Cost                                  | :: | <b>Total Rs. 9,86,301/- (Rupees Nine lakh eighty six thousand three hundred one ) only</b> |
| Bid Security (EMD)                              | :: | <b>20,000/- (Rupees Twenty Thousands) only</b>   |
| Validity of offer                               | :: | <b>The tender shall remain open for acceptance till 180 days from the date of opening.</b> |
| Time allowed for completion of work             | :: | <b>20 Days</b>   |

Tenderers are advised to go through the original copy of EMD and Two bid system clause of this Tender Enquiry before filling the tender. In case date of opening of tender happens to be a closed holiday, the tender will be opened on next working day at the stipulated time.

### ABSTRACT OF COST-ORIGINAL ESTIMATE

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

| Sr. No | Description   | Qty            | Unit |
|--------|---|----------------|------|
| 2      | 3   | 4              | 5    |
| 1      | Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.All kinds of soil. | <b>24.864</b>  | cum  |
| 2      | Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.   | <b>116.536</b> | cum  |
| 3      | Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:4:8 (1 Cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size)   | <b>12.254</b>  | cum  |
| 4      | Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc. complete.40 mm thick with 20 mm nominal size stone aggregate   | <b>336.376</b> | sqm  |

|   |   |               |     |
|---|---|---------------|-----|
| 5 | 15 mm cement plaster on rough side of single or half brick wall of mix:1:4 (1 cement : 4 coarse sand)   | <b>59.564</b> | Sqm |
| 6 | Distemping with 1st quality acrylic distemper (Ready mix) having VOC content less than 50 grams/ litre of approved brand and manufacture to give an even shade :One or more coats on old work | <b>59.564</b> | sqm |
| 7 | Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in:Cement Mortar 1:6 (1 cement : 6 coarse sand).                              | <b>34.954</b> | cum |
| 8 | Dry brick pitching half brick thick in drains including supply of bricks and preparing the surface complete :With common burnt clay F.P.S. (non modular) bricks of class designation 7.5      | <b>283.14</b> | sqm |

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

03. Scan copy of all Tender Enquiry documents have to be uploaded through online on or before the schedule date and time prescribed in tender enquiry. Only original copy of Bid Security declaration and Tender acceptance to be submitted by the firm to **THE COMMANDANT-16 BN CRPF ,RANCHI BANGER,MATHURA (U.P.) 281006** on or before fixed due date and time for opening of tender by post or by hand. In case if firm is failed to submit the original copy of documents which are called offline on or before the due date and time for opening of tender quotation will be ignored.

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

Yours faithfully,

-sd-0 6/1/23

**( Suresh Kumar , PMG )**  
**16 BN CRPF, Ranchi Banger**  
**Mathura (UP)**

For and on behalf of the President of India.

## DETAILS OF WORK, TERMS & CONDITIONS

1. **Purchaser/User** : **The President of India**
2. **Inspection Authority** : **COMMANDANT-16 BN CRPF,RANCHI ,BANGER,MATHURA (U.P.)**
3. **Inspection Officer** : **Board of Officer detailed by - Commandant-16 Bn Mathura**
4. **Work at** :

| Sl.No. | Size of Plinth                 | Qty       | Location                  |
|--------|--------------------------------|-----------|---------------------------|
| 1      | 18' x 32' with 5 Feet Varandah | 02 No.    | Civil Line, Mathura ( UP) |
| 2      | 18' x 64' with 5 Feet Varandah | 01 No     | Civil Line, Mathura ( UP) |
|        | Total                          | 03 Plinth |                           |

(No conveyance charges will be paid).

### SCHEDULE OF QUANTITY

| Sr. No | Description   | Qty            | Unit |
|--------|---|----------------|------|
| 2      | 3   | 4              | 5    |
| 1      | Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.All kinds of soil. | <b>24.864</b>  | cum  |
| 2      | Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.   | <b>116.536</b> | cum  |
| 3      | Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:4:8 (1 Cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size)   | <b>12.254</b>  | cum  |
| 4      | Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate) finished with a floating coat of neat cement, including cement slurry, but excluding the cost of nosing of steps etc. complete.40 mm thick with 20 mm nominal size stone aggregate   | <b>336.376</b> | sqm  |
| 5      | 15 mm cement plaster on rough side of single or half brick wall of mix:1:4 (1 cement : 4 coarse sand)   | <b>59.564</b>  | Sqm  |
| 6      | Distempering with 1st quality acrylic distember (Ready mix) having VOC content less than 50 grams/ litre of approved brand and manufacture to give an even shade :One or more coats on old work   | <b>59.564</b>  | sqm  |
| 7      | Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in:Cement Mortar 1:6 (1 cement : 6 coarse sand).  | <b>34.954</b>  | cum  |
| 8      | Dry brick pitching half brick thick in drains including supply of bricks and preparing the surface complete :With common burnt clay F.P.S. (non modular) bricks of class designation 7.5  | <b>283.14</b>  | sqm  |

### **I. IMPORTANT INSTRUCTIONS AND GUIDELINES:**

1. Intending tenderers must read the terms and conditions carefully and submit their tenders if they consider themselves eligible and are in possession of all the required documents by **within above stipulated time and date.**
2. All tender documents attached with this invitation to tender including specifications are sacrosanct for considering any offer as complete offer. It is therefore, important that each page of the **tender documents duly completed and signed** is returned with your offer. Envelope (sealed)
3. Tenders will be opened in the presence of tenderers at **1100 hrs on 01/02/2023.**
4. The firm should submit the tender documents which are called offline within proper sealed envelope duly endorsing full address of the firm, tender notice number, date of the tender. Due date and time should be written in bold letter on the top of the envelope.
5. Tender should be two parts i. e technical bid and Price bid. **Both bids will be submitted online.**
6. Technical bid will be submitted online as well as offline.
7. Details required to be furnished by all bidders in Technical and Price bid are as under

**TWO BID SYSTEMS:-**All bidders are required to submit their offers are as under:

**(a) TECHNICAL BID:-** Technical Bid should contain following detail:

1. **Documents to be submitted in original by post or manually to be dropped in the tender box at 16 BN.CRPF.Ranchi,Banger,Mathura (U.P) in a sealed envelope.**
  - i) EMD
  - ii) Tender Acceptance letter on firm/contractor letter head. (Attached as per appendix -'G')
2. **Documents to be submitted online in Scanned Copy**
  - i) All pages of tender documents duly completed and signed without indicating the rates quoted. Full name and status of the person signing the tender documents must be clearly mentioned.
  - ii) Copy of registration in CPWD / MES / State PWD / ITBP /BRO or any other Govt. Organization related to construction.
  - iii) Copy of PAN card and GST registration.
  - iv) Copy of previous performances / experience
  - v) Labour license.
  - vi) Copy of last year VAT/Tax returns or certificate.
  - vii) Certified copy of Average Annual Turnover of the firm.
  - viii) Power of attorney authorizing the person to sign the tender.
  - ix) Copy of EMD.
  - x) Copy of Tender Acceptance Letter on firm/contractor letter head.
  - xi) Any other relevant documents which the firm wishes to submit.

**(b)PRICE BID :-** Price Bid should contain the following:-

The composite bid i.e. rate indicated in the technical bid "OPENLY" SHALL BE IGNORED. Prices should be quoted for each work as per enclosed **BOQ format** provided along with the tender document at e-Procurement site <https://eprocure.gov.in/eprocure/app>.

8. Tenderers are requested to submit tender documents well before the date of opening tender to avoid last minute rush. In case the date of opening of tender happens to be a closed holiday, the tenders will be opened on second working day at the stipulated time.
9. While opening the tenders, the technical bid will be opened first instance and evaluated by the competent committee or authority. If the firm fails to fulfill at the conditions specified in the tender notice and fails to attach the documents as asked above, the tender will be rejected immediately. At the second stage, financial bids of technical qualified firms will be opened for further evaluation and ranking before awarding the contract.
10. Award of contract will be awarded to overall L-1 firm.
11. The works required to be executed on credit basis and no interest will be payable on the delayed payment. The payment will be made direct to the Firm/ Contractor bank account through ECS on recoupment of bill. Payment in advance or immediately cannot be made.
12. The rates will remain open for **180 days.**
13. GST/TIN number of the firm should be clearly shown / quoted in the tender.
14. Firm should deposit **EMD Rs 20,000/-** as mentioned above along with the quotation. The EMD is acceptable in Fixed Deposit Receipt or Bank Guarantee should be drawn in favour of **The COMMANDANT-16 BN.CRPF RANCHI BANGER, MATHURA (U.P.) 281006 Bankers: SBI Branch Mathura refinery Township Mathura (U.P.) (Branch Code No. 6228,IFSC code –SBIN0006228).** Cash EMD will not be accepted.
15. The work must be started within 10 days from the date of award of work and should be completed within 60 days from award of work.
16. **SECURITY DEPOSIT/PERFORMANCE SECURITY:** -The Contractor whose tender is accepted will be required to furnish **PERFORMANCE SECURITY** for an amount of **three (3%)** per cent of the value of the contract within 07 days. This guarantee shall be in the form of Deposit at Call receipt of any scheduled /Banker's Cheque of any scheduled Bank / Demand DRAF/Client or any scheduled bank/Pay Order of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled bank or the State Bank of India in accordance with the form

annexed hereto drawn in **The COMMANDANT- 16 BN.CRPF RANCHI BANGER,MATHURA (U.P.) 281006**  
**Bankers: SBI Branch Mathura refinery Township Mathura (U.P.) (Branch Code No. 6228,IFSC code –**

**SBIN006228).**In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit. Performance Security should remain valid for a period of Sixty days beyond the date of completion of all contractual obligation of the supplier including warranty obligations.

17. **RECOVERY OF SECURITY DEPOSIT:-**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 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. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the **The COMMANDANT-16 BN.CRPF RANCHI BANGER,MATHURA (U.P.) 281006** any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5. In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.
- Note-1:** Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.
- Note-2:** Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.
- Note-3:** Note 1 & 2 above shall be applicable for both clause **SECURITY DEPOSIT/PERFORMANCE SECURITY** and **RECOVERY OF SECURITY DEPOSIT**
18. The performance security deposit submitted by the supplier will remain valid 60 days beyond the date of completion of all contractual obligations of the supplier including guarantee/warranty obligations.
19. The successful bidder(s) shall execute an agreement at its own cost on non-judicial stamp paper of Rs.500/- with User/CLIENT in accordance with the standard format provided by User/CLIENT within 10 days from date of issue of workorder.
20. **The performance security deposit shall be withheld or forfeited in full or part in case the work order is not executed satisfactorily within the stipulated period or requisite standard within the guarantee period is not undertaken to the best satisfaction of the user/department.**
21. The decision of **The COMMANDANT-16 BN.CRPF RANCHI BANGER,MATHURA (U.P.) 281006** shall be final and binding in all matters pertaining to refund of the Security Money.
22. If the tenders failed to execute the work within stipulated period (unless extended) the performance security money will be forfeited.
23. Offline TE can be sent through Speed /Registered post / Courier in favour of **The COMMANDANT-16 BN.CRPF RANCHI BANGER,MATHURA (U.P.) 281006** or dropped in Tender box within the target date.
24. The representative of the firms who responded to our tender inquiry can be present at location of **COMMANDANT-16 BN.CRPF RANCHI BANGER,MATHURA (U.P.) 281006** at the time of opening of tenders on the tender opening day.
25. **CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING DEFECT LIABILITY PERIOD:-** If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the

contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later. In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier

26. **The Competent Authority reserves the right to cancel the notice without assigning any reasons.**

**PREQUALIFICATION CRITERIA**

**Service wise Minimum Eligibility Criteria for qualification of tenderers is as follows:**

**The Bidding Firm/Company: -**

1. Should have successfully completed or currently providing services in in the respective field, in which bidder is participating:
  - i. Three similar completed works costing not less than the amount equal to 40 % of the estimated cost.  
**or**
  - ii. Two similar completed works costing not less than the amount equal to 50 % of the estimated cost.  
**or**
  - iii. One similar completed works costing not less than the amount equal to 80 % of the estimated cost.
2. A Certified copy of Work/Purchase orders and Completion certificates issued by the client should be enclosed and need to be produced before User/CLIENT, whenever called for verification purposes.
3. Bidder should have annual average turnover during the last three years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the estimated cost.
4. Bidder should submit audited balance sheets / P&L account and Income Tax Return certificates duly certified by the CA, for the last 3 financial years.
5. Bidder should submit list of all tools, plants, machinery and Technical personnel to be employed on the proposed work.

27. **Clause 5A**

**For Construction Works estimated cost upto Rs. 10 Lacs**

**Time is the essence of the contract** - The time allowed for execution of the work as specified in the Schedule 'F' shall be the essence of the Contract i.e. the contract period will not be extended. The execution of the work shall commence from such time period as mentioned in schedule 'F'. If the contractor commits default in commencing the execution of the work as aforesaid the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

28. **Clause 19L**

**Contribution of EPF and ESI-** The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployment labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

29. **Clause 20**

**Minimum Wages Act to be Complied With** -The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

30. The firm should mandatorily upload the Tender Acceptance Letter on firm/contractor letter head in online mode which should be clearly readable. The contractor can also submit the Acceptance letter in hard copy in case he wishes so.

31. No exemption in EMD. EMD should be paid by the bidder mandatorily. If the bidder fails to submit EMD then his tender will be rejected summarily.

**Note: Any false and/or inadequate information may result in rejection of the tender.**

**-sd-0 6/1/23**

**( Suresh Kumar , PMG )**

**16 BN CRPE, Ranchi Banger**

**Mathura (UP)**

For and on behalf of the President of India.



## GENERAL CONDITIONS OF THE CONTRACT

1. Tenderers are advised to visit the sites and thoroughly understand the nature and scope of the works and be familiar with the site conditions before quoting.
2. Quoted rates should be workable, reasonable and should include incidental and all overheads and profits. The Tenderer will furnish Rate Analysis for scrutiny of the rates by User/CLIENT.
3. Works are required to be executed on credit basis only and payment will be made after drawl of amount from PAO/RPO CRPF as per norms. Payment in advance or immediately cannot be made. The Contractor has to get the Signature of Estate officer after completion of the respective works on the formats enclosed/given for respective work and should submit all these with the bill. Same bill will be forwarded to PAO/RPO for further drawl action and TDS, Labour cess and other taxes will be deducted from the bill of contractor by PAO/RPO, CRPF as per norms.
4. All taxes as applicable, will be deducted from total payment.
5. The Contractor should have valid license relating to his Contract as per the existing laws and the workmen employed by the Contractor should also have the experience in their trade.
6. The Contractor should arrange to obtain necessary **insurance cover i.e. (i) Workmen Compensation policy and (ii) Contractors All Risk Policy (CAR policy)** for his employees at his cost and should be responsible for the safety of persons employed by him. The original Insurance Policy should be submitted to User/CLIENT immediately after award of work. The CAR policies are required to be at least 1.25 times of the contract value.
7. Personnel employed for operation of STP/Water treatment plant/ESS should have experience of Operation, maintenance & services of respective services and equipments and all personal records should be maintained by the contractor.
8. Technical man power should be provided by successful bidder to execute the specialized work.
9. User/CLIENT shall not be responsible for the release of benefits, such as salary, leave, Provident Fund, ESI, Pensioner benefits or allowances to the staff employed by the contractor. **User/Client will not be held responsible for any Accident/injury / carrying out default work and any statutory levied by the govt./state government.etc.** Excess payment due to any changes in the Minimum Wages Act or in any other labour legislation/provisions or other statutory obligations during the validity period of the contract shall be the responsibility of the contractor.
10. The Contractor shall be fully responsible and shall indemnify User/CLIENT with suitable Insurance cover in the event of any damage to men or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workmen. The decision of User/CLIENT in this regard shall be final and binding.
11. The contractor shall pay the personnel deployed in User/CLIENT premises, their wages in accordance with the **Minimum Wages Act, 1948** (amended time to time) on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel deployed by them in User/CLIENT. Contractor shall indemnify User/CLIENT for this. Contractor shall present the proof of the same along with the bill.
12. The contractor will be responsible and ensure timely payment to its personnel deployed in the premises and compliance of all statutory provisions relating to minimum wages, Provident Fund and Employees State Insurance, etc. in respect of the persons deployed by them in User/CLIENT and under intimation/in the presence of User/CLIENT officer. The Contractor shall be responsible to fulfill all the obligations in connection with the workers employed by it for the purpose of the Contract and all the Statutory and other liabilities if any including minimum wages of Central/ State Govt. (whichever is higher shall be applicable) , leave, salary, uniform, identity cards, ex-gratia, ESI, Provident Fund, Workman Compensation, if any, etc. (as applicable) in connection therewith shall be on the Contractor account and payable by the concerned Contractor. The contractor shall liaise with Labour Deptt. of State Govt. / Central Govt. and comply with all necessary regulations/instructions in this regard.
13. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and prevailing Rules. The Contractor shall comply with all the applicable Acts, Rules, Regulations and Law (s) for entering into Maintenance Contract and the User/CLIENT will not in any way be liable or responsible for any default / irregularities / penalties on the Contractor's part.

### **The following requisites are to be fulfilled by the contractor:**

- a. Time schedule of works.
- b. Presence of required number of the persons at the site as per contract.
- c. Maintain desired quality of the work as per specification.

### **The penalties for not complying with the above are indicated in Special Conditions of contract.**

14. The contractor shall, for all intents and purposes, be the "Employer" within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed in User/CLIENT and the manpower so employed and deployed in User/CLIENT shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor in User/CLIENT shall not have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and User/CLIENT nor have any principal and agent relationship with or against the User/CLIENT. The contractor's personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act,1970.
15. The contractor shall maintain attendance register of his staff employed at various sites and wage register for payment (at least minimum wages as per Center or State Govt. whichever is higher shall be paid) with all records up to date as per the labour regulations. The contractor shall submit the monthly payment records to the staff employed by him.
16. The manpower deployed by the contractor should be polite, cordial, positive and efficient, and their personal records should be maintained by the contractor while handling the assigned work so that their actions promote goodwill and enhance the image of User/CLIENT. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously.
17. The Contractor or his authorized representative should visit the site as per requirement and meet Estate officer with prior appointment for any clarifications and to receive instructions, etc. at the site.
18. The Contractor's workmen should report to Site supervisor as per timings mentioned elsewhere in this document.
19. The Contractor should not employ any person who is prohibited by Law from being employed for fulfilling obligations



under this Contract. Any indecent behavior / suspicious activities of the staff employed shall be viewed seriously and a suitable penalty shall be imposed on contractor. The contractor is also required to submit the list of workers with photo ID, educational qualification, address proof, etc. before deputing the workers. An attendance register shall be maintained at site indicating number of persons deployed for the inspection by User/CLIENT officials/representative.

20. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to User/CLIENT in kind or cash will be viewed seriously and User/CLIENT will have the right to take legal action along with levy damages or fine and / or even terminate the Contract forthwith, if necessary.
21. In the event of breach of contract by any of the party the aggrieved party has the right to go for arbitration.
22. The Contractor shall immediately give notice thereof in writing to the authority as indicated in Scope of work but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Estate officer to proceed with the Works. Then EOT for that work is provided and no penalty imposed to him.
23. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, User/CLIENT reserves the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and/or by taking recourse to appropriate recovery proceedings. The contractor shall keep User/CLIENT indemnified against all claims whatsoever in respect of the manpower deployed by it in User/CLIENT. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case User/CLIENT or its employee is made party and is supposed to contest the case, User/CLIENT will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to User/CLIENT or any person authorized by User/CLIENT, on demand. Further, the contractor will ensure that no financial or any other liability comes to User/CLIENT or its employee in this respect of any nature whatsoever and shall keep User/CLIENT or any employee of User/CLIENT indemnified in this respect.

**(a) For any dispute, the decision of User/CLIENT shall be final and binding upon the contractor. However, any dispute or difference whatsoever arising on any matter concerning this contract between the parties out of or relating to the services, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled through court of law Mathura.**
24. The Contractor should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbances or inconvenience to the occupants/ visitors at site or near the site of work.
25. The personnel deployed by the Contractor can use the common facilities such as drinking water, toilet, etc. if any, provided at the premises. However, it should be ensured that the same should be kept in hygiene condition.
26. The work should be carried out with minimum inconvenience to the occupants. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by User/CLIENT in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the occupants, etc.
27. The contractor shall promptly and timely obtain all such consents, permissions, approvals, licenses etc., as may be necessary or required, in accordance with this Tender. The Contractor should obtain approvals, if any, necessary for the work from the Statutory Bodies on behalf of the USER/CLIENT. The Contractor shall assist the User/CLIENT fully in respect of any liaison with the Municipal or any other Authority for necessary approval / permission with regard to the maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to the User/CLIENT.
28. The Contractor shall ensure that the employed staff shall not undertake any private work inside or outside User/CLIENT's residential/Office premises.
29. The engaged staff shall also undertake other specific work related with/without housekeeping works and other works during working hours, if required.
30. **Termination of agreement:** "If the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a **notice period of 6 days**, to improve his work. If the contractor fails to improve his work within the Notice period, User/CLIENT shall have the discretion to terminate the contract either in part or in whole, on any day after the expiry of the said notice period. Also the contract may be terminated if:-
  - (a) the contractor commits a breach of any terms and conditions of this agreement and/or
  - (b) the contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of contractor and/or
  - (c) for any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/or
  - (d) there is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the User/CLIENT to such variation.
31. In the event of termination of this agreement for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the User/CLIENT by way of compensation, damages or otherwise.
32. On site storage space will be provided to the Contractor subject to availability. However, the Contractor may erect temporary sheds for storage purposes at his cost with the permission of the User/CLIENT. User/CLIENT will not be responsible for Contractor's materials. The Contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to User/CLIENT. If any statutory charges are required to be paid for erection of sheds, the same should be borne by the Contractor.
33. The Contractor shall provide all necessary Tools & Plants materials or any other equipment, materials, labour, etc. and no payment in this regard will be made by User/CLIENT. The Contractor shall supply, fix and maintain all the scaffoldings, jhulla, safety belt, extra labour to hold ladders/jhoolas, T&P, etc., at his cost during the execution of any work and remove them as soon as the work is completed, without causing any damage to User/CLIENT's property.

34. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of User/CLIENT. But he can engage various licensed agencies/agencies for carrying out different works.
35. While submitting the bill for, the contractors have to submit all the required documents / statements as desired by User/CLIENT. Contractor will not link payments to his labours with the settlement of his bill by User/CLIENT.
36. It is the contractor's responsibility to coordinate with other service providers No other charges for such works shall be payable.

**We / I accept all the Terms and Conditions in all respects without any reservation.**

**Signature of the Tenderer :**

**Name and Seal :**

**Place :**

**Date :**

**Address :**

**-sd-0 6/1/23**

**( Suresh Kumar , PMG )**

**16 BN CRPF, Ranchi Banger**

**Mathura (UP)**

For and on behalf of the President of India.

## SPECIAL CONDITIONS OF THE CONTRACT

1. If a bidder / tenderer quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered”.
2. Temporary I-card may be issued by the estate officer to skilled labour /operators/ Supervisor. So that frequent movement can be done for the sake of speedy resolution of complaints. However labour will not be permitted in the CRPF premises CRPF is not responsible for any type of arrangement of labour camp. Contractor is solely responsible for the accommodation & timely wages to their staff.
3. User/CLIENT does not bind itself to accept abnormally low bids. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by User/CLIENT. If required, User/CLIENT may call written clarification from bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by User/CLIENT within stipulated time. User/CLIENT reserves the right to reject the bid if bid is found to be abnormally low to deliver/perform the contract.”
4. The appointed contractor is required to generate End of the Day (EoD) reports on status of works, labour deployed, etc. to the concerned officer of the Client.
5. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated by User/CLIENT from time to time.
6. In case of emergency work, no extra payment for working in odd hour will be made.
7. The property will be handed over to the Contractor on 'as is where is' basis and the contractor shall ensure proper service to a reasonably satisfactory level.
8. User/CLIENT reserves to change scope of work during the contract period.

### **IMPORTANT INSTRUCTION**

- a) The purchaser reserves the right to place order on the next higher successful firm if the firms quoting lower rates do not fulfill the requirements of Tender Enquiry due to their limited bank solvency/capacity.
- b) Price be quoted both in words as well as in figures.

-sd-0 6/1/23

**( Suresh Kumar , PMG )**  
**16 BN CRPF, Ranchi Banger**  
**Mathura (UP)**

For and on behalf of the President of India.

## **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 engineer in-charge 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 Engineer-in-charge, 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 Engineer in-charge 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 department in case the test results are satisfactory except where-ever specifically mentioned otherwise in the NIT. All the expenditure to be incurred for taking samples, conveyance, packing etc. shall 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 engineer in-charge 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 Engineer in-charge.
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 ply 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 2021 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 2014 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 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 Commandant - 16 Bn CRPF 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. Them alba/ 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 COMMANDANT-16 BN CRPF,RANCHI BANGER ,MATHURA (U.P.) 281006** .The surplus soil / earth shall be disposed of as per the directions of Engineer 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 Engineer 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.

-sd-0 6/1/23

**( Suresh Kumar , PMG )**  
**16 BN CRPF, Ranchi Banger**  
**Mathura (UP)**

For and on behalf of the President of India.

Signature of Tenderer

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

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to  $1\frac{1}{4}$  horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guardrail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29cm. (11½") for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.  
(b) Safety Measures for digging bore holes:-
  - (i). If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
  - (ii). During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
  - (iii). Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;
  - (iv). After drilling the bore well, a cement platform (0.50m x 0.50m x 1.20m) 0.60m aboveground level and 0.60m below ground level should be constructed around the well casing;
  - (v). After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
  - (vi). After the bore well is drilled the entire site should be brought to the ground level.
7. Demolition - Before any demolition work is commenced and also during the progress of the work,
  - (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
  - (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be 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:- The following safety equipment shall invariably be provided.
  - (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
  - (iii) Those engaged in welding works shall be provided with welder's protective eye shields.
  - (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to :-
    - a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
    - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
    - c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
    - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
    - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

- f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge shall decide the time up to which worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapor proof and of totally enclosed type. Nonspeaking gas engines also could be used but they should be placed at least 2metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- (vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
  - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
  - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- (vii) Workmen executing work on scaffolds or other structures above specified height shall be provided with full body harness and fall arresters.

9. An additional clause (viii)(i) of Central Public Works Department Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :

- (i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
- (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
- (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of dust caused by dry rubbing down and scraping.
- (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
- (v) Overall shall be worn by working painters during the whole of working period.
- (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of C.P.W.DP.WD(DA).
- (viii) C.P.W.D./PWD (DA) may require, when necessary medical examination of workers.
- (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-

- (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
- (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- (ii) Every crane driver or hoisting appliance operator, shall be properly qualified and nonperson under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- (iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in 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.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.



15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.

16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

**Signature of Tenderer**

# **Model Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by Central P.W.D. or its Contractors**

## **1. APPLICATION**

These rules shall apply to all buildings and construction works in charge of Central Public Works Department/ PWD (DA) in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

## **2. DEFINITION**

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

## **3. FIRST-AID FACILITIES**

(i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

(ii) The first-aid box shall be distinctly marked with a red cross on white background and shall contain the following equipment:-

(a) For work places in which the number of contract labour employed does not exceed 50-

(b) Each first-aid box shall contain the following equipments :-

1. 6 small sterilised dressings.
2. 3 medium size sterilised dressings.
3. 3 large size sterilised dressings.
4. 3 large sterilised burn dressings.
5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30 gms.) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution.

(b) For work places in which the number of contract labour exceed 50.  
Each first-aid box shall contain the following equipments.

1. 12 small sterilised dressings.
2. 6 medium size sterilised dressings.
3. 6 large size sterilised dressings.
4. 6 large size sterilised burn dressings.
5. 6 (15 gms.) packets sterilised cotton wool.
6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
8. 1 roll of adhesive plaster.
9. 1 snake bite lancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.
11. 1 pair scissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.

(iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

(iv) Nothing except the prescribed contents shall be kept in the First-aid box.

(v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

(vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.

(vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.

(viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

## **4. DRINKING WATER**

(i) 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.

(ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

(iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be 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 and waterproof.

(iv) 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 atleast once a month.

## **5. WASHING FACILITIES**

(i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.

(ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

(iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

## **6. LATRINES AND URINALS**

(i) Latrines shall be provided in every work place on the following scale namely :-

a) Where female are employed, there shall be at least one latrine for every 25 females.

b) Where males are employed, there shall be at least one latrine for every 25 males. Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.

(ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

(iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year. Latrines shall not be of a standard lower than bore hole system.

(iv) (a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.

(b) The notice shall also bear the figure of a man or of a woman, as the case may be.

(v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.

(vi) (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

(vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

(viii) 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 a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

(ix) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

## **7. PROVISION OF SHELTER DURING REST**

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sq ft) per head. Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

## **8. CRECHES**

(i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.

(ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

(iii) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.

(iv) The contractor shall provide one ayah to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.

(v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

## **9. CANTEENS**

(i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.

(ii) The canteen shall be maintained by the contractor in an efficient manner.

(iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.

(iv) The canteen shall be sufficiently lighted at all times when any person has access to it.

(v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.

Provided that the inside walls of the kitchen shall be lime-washed every four months.

(vi) The premises of the canteen shall be maintained in a clean and sanitary condition.

(vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

(viii) Suitable arrangements shall be made for the collection and disposal of garbage.

(ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.

(x) The floor area of the dining hall, excluding the area occupied by the service counter

and any furniture except tables and chairs shall not be less than one square metre (10 sq ft) per diner to be accommodated as prescribed in sub-Rule 9.

(xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.

(b) Washing places for women shall be separate and screened to secure privacy.

(xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.

(xiii) (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient running of the canteen.

2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

2. A service counter, if provided, shall have top of smooth and impervious material.

3. Suitable facilities including an adequate supply of hot water shall be provided for cleaning of utensils and equipments.

(xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

(xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.

(xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-

- a) The rent of land and building.
- b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
- c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
- d) The water charges and other charges incurred for lighting and ventilation.
- e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.

(xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

#### **10. ANTI-MALARIAL PRECAUTIONS**

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

#### **12. AMENDMENTS**

Government may, from time to time, add to or amend these rules and issue directions – it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

Signature of Tenderer

### **Declaration by the Contractor**

We / I have read and understood the Scope of Work and special terms and conditions for Construction of

| Sl.No. | Size of Plinth                 | Qty       | Location                  |
|--------|--------------------------------|-----------|---------------------------|
| 1      | 18' x 32' with 5 Feet Varandah | 02 No.    | Civil Line, Mathura ( UP) |
| 2      | 18' x 64' with 5 Feet Varandah | 01 No     | Civil Line, Mathura ( UP) |
|        | Total                          | 03 Plinth |                           |

and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Further, we / I also declare that no prohibitive things/banned chemicals will be used, which are harmful to human life.

**Sign**

**Date &  
Place**

**Address**

Signature of Tenderer

## **CONDITIONS REGARDING DEPOSIT OF EARNEST MONEY**

1. Earnest Money should be deposited in the form of Fixed Deposit receipt or Bank Guarantee from any of the commercial bank in an acceptable form valid for 180 days in favour of **THE COMMANDANT-16 BN CRPF,RANCHI BANGER ,MATHURA (U.P.) 281006**
2. The earnest money shall be valid and remain deposited with the purchaser for the period of 180 days from the date of tender opening. If the validity of the tender is extended, the validity of the BG/or any other alternate document submitted in lieu of Earnest money will also be suitably extended by the tenderer, failing which their tender after the expiry of the aforesaid period shall not be considered by the purchaser
3. No interest shall be payable by the purchaser on the EMD deposited by the tenderer.
4. The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogate from the tender in any respect within the period of validity of his tender.
5. The earnest money of the successful tenderer shall be returned after the security Deposit as required in terms of the contract is furnished by the tenderer.
6. If the successful tenderer fails to furnish the security deposit as required in the Contract within the stipulated period, the Earnest Money shall be liable to be forfeited by the purchaser.
7. Earnest Money of all the unsuccessful tenderers shall be returned by the purchaser as early as possible after the expiry of bids validity, but not later than 30 days after placement of contract. Tenderers are advised to send a pre receipt challan along with their bids so that refund of Earnest Money can be made in time.
8. Any tender, where the tenderers is required to deposit Earnest Money in terms of Conditions mentioned in preceding paras, not accompanied with Earnest Money in any one of the approved forms acceptable to the purchaser, shall be rejected.

## **IMPORTANT INSTRUCTIONS**

1. OPTION CLAUSE:
  - a) The purchaser reserves the right to place order on the next higher successful firm if the firms quoting lower rates do not fulfill the requirements of Tender Enquiry due to their limited bank solvency/capacity.
  - b) Price be quoted both in words as well as in figures.

-sd-0 6/1/23

**( Suresh Kumar , PMG )**  
**16 BN CRPF, Ranchi Banger**  
**Mathura (UP)**

For and on behalf of the President of India.

**STANDARD FORMS TO BE USED: -**

The following forms mentioned in the Appendices – A,B,C,D,E, F &G are required to be submitted along with the bid:-

- **Appendix 'A' – Basic information about Bidder.**
- **Appendix 'B'- PROFORMA OF GUARANTEE FOR SUBMITTING EARNEST MONEY**
- **Appendix 'C' - Performa of bank for furnishing performance security deposit.**
- **Appendix 'D' – Work Experience.**
- **Appendix 'E' – AFFIDAVIT ON A NON-JUDICIAL STAMP PAPER OF RS.100/-DULYNOTARIZED**
- **Appendix 'F' – Performance statement for last three years.**
- **Appendix 'G' – TENDER ACCEPTANCE LETTER.**

-sd-0 6/1/23

**( Suresh Kumar , PMG )**  
**16 BN CRPE, Ranchi Banger**  
**Mathura (UP)**

For and on behalf of the President of India.

Signature of Tenderer



**Basic Information about Bidder**

| <b>Sr. No.</b> | <b>Particulars</b>   | <b>Details</b>          |
|----------------|--|-------------------------|
| 1              | Name of the Applicant/Organization and address of their registered office  |                         |
| 2              | Type of the Organization (whether Sole Proprietorship/ Partnership/Private Limited/ Limited or Cooperative Body etc)   |                         |
| 3              | Name of Organization/ Firm of the Proprietor/ Partners/ Directors.   | (a)<br>(b)<br>(c)       |
| 4              | Details of Registration (Whether Partnership firm, Company, etc.) - Registering Authority, Date, Registration No., etc. mentioning the business/ activity of the firm  |                         |
| 5              | Experience in the field of Repair Maintenance & Operation Works (Years)  |                         |
| 6              | Technical personnel available in the organization (Details to be furnished)  |                         |
| 7              | Address of office through which the proposed work of USER/CLIENT will be handled and the name and designation of the Officer-in-Charge   |                         |
| 8              | Adequate and satisfactory evidence to indicate financial capacity of the Organization to undertake the said work with names of firms and their full address. (Solvency certificate from the and Income Tax clearance certificate shall be attached)      |                         |
| 9              | Details of factory and its location, machinery, Technical Personnel employed   | Attach a separate sheet |
| 10             | Yearly turnover of the company during last 3 years (Year-wise) - Attach balance sheet/P&L a/c statement and IT returns of the firm of last three years.  |                         |
| 11             | Whether any Civil Suit/Litigation arisen in the contracts executed during the last 5 years/being executed. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and date and brief details of litigation |                         |

Signature of Tenderer

**PROFORMA OF GUARANTEE FOR SUBMITTING EARNEST MONEY**

(On s letter head with adhesive stamp)

To

.....  
USER/CLIENT LOCATION

Dear Sir,

In accordance with your invitation to Tender No-----  
M/s. \_\_\_\_\_ (here in after called "The tenderer") with the  
following Directors on their Board of Directors/Partners of the firm.

- 1. \_\_\_\_\_ 2. \_\_\_\_\_
- 3. \_\_\_\_\_ 4. \_\_\_\_\_

wish to participate in the said tender enquiry for construction of

| Sl.No. | Size of Plinth                 | Qty              | Location                  |
|--------|--------------------------------|------------------|---------------------------|
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| 2      | 18' x 64' with 5 Feet Varandah | 01 No            | Civil Line, Mathura ( UP) |
|        | <b>Total</b>                   | <b>03 Plinth</b> |                           |

at USER /CLIENT LOCATION )work to you (here in after called "The purchaser") .Whereas a guarantee against Earnest Money for a sum of Rs. \_\_\_\_\_ (in words) \_\_\_\_\_ Valid for 90 days from the date of tender opening viz upto \_\_\_\_\_ is required to be submitted by "the tenderer" as a precondition for the participation, this hereby guarantees and undertakes to pay the purchaser upto the above amount upon receipt of its first written demand, without the purchaser/contractor having to substantiate its demand, provided that in its demand the purchaser/contractor will note that the amount claimed by it is due to it owing to the occurrence of any one of the three conditions mentioned below, specifying the occurred condition or conditions during the above said period of 90 days without any reservation and recourse.

- 1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of its validity.
- 2. If the tenderer after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser.
- 3. If the tenderer having been notified of the acceptance of this tender by the purchaser during the period its validity and
  - a) If the tenderer fails to furnish the performance security for the due performance of the contract.
  - b) If the tenderer fails or refuses to accept and or execute the contract as provided in the general conditions of the contract.

The guarantee shall be irrevocable and shall remain valid up to 90 days from the date of opening of tender. If further extension to this guarantee is required, the same shall be extended to such period on receiving instructions from the tenderer on whose behalf this guarantee is issued and any demand in respect thereof should reach the not later than the above date.

Date. \_\_\_\_\_  
Place \_\_\_\_\_

**Signature of authorized officer of the**  
**Printed Name.** \_\_\_\_\_

**Designation** \_\_\_\_\_  
**Name and address of the**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Banker's Common Seal**

**Signature of the tenderer**

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

To

The President of India,

WHEREAS M/S-----(Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no.....dated.....for Construction of-

| Sl.No. | Size of Plinth                 | Qty       | Location                  |
|--------|--------------------------------|-----------|---------------------------|
| 1      | 18' x 32' with 5 Feet Varandah | 02 No.    | Civil Line, Mathura ( UP) |
| 2      | 18' x 64' with 5 Feet Varandah | 01 No     | Civil Line, Mathura ( UP) |
|        | Total                          | 03 Plinth |                           |

(Description of works and services) (Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a guarantee by a nationalized or scheduled commercial of good repute and record recognized by you for the sum specified therein as security for compliance with its obligations in Accordance with the contract:

AND WHEREAS we have agreed to give the contractor such a guarantee:

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

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

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

This guarantee shall be valid until the..... day of .....2023.

**Signature of the tenderer**

**(Sig. of the authorized officer of the Bank)**

**Name and designation of the officer.....**

**Name and address of the Bank .....**

.....

**Signature of the tenderer**

**Banker's common seal**



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

| Sr. No. | Name of Tools/ Plant/Machinery/Equipment and Accessories | Total No. of units/sq.mt. | No. of units/sq.mt. can bespared for the proposed work |
|---------|--|---------------------------|--|
|         |  |                           |  |
|         |  |                           |  |
|         |  |                           |  |
|         |  |                           |  |

**d) Technical personnel and specalexperience**

**a).** List of your technical personnel, giving details about their technical qualifications and experience including that in your establishment.

| Sr. No. | Name | Age | Qualifications | Work experience | Nature of works handled |
|---------|------|-----|----------------|-----------------|-------------------------|
|         |      |     |                |                 |                         |
|         |      |     |                |                 |                         |
|         |      |     |                |                 |                         |

Signature of Tenderer with Seal

**AFFIDAVIT ON A NON JUDICIAL STAMP PAPER OF RS.100/-DULYNOTARIZED**

**DECLARATION**

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

Or

That ours is partnership firm having partners as under: - Full Name of  
partners.

- (a)
- (b)
- (c)
- (d)

Or

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

(Delete which is not applicable while typing affidavit)

If proprietorship, a registration certificate for the same/if partnership Firm, partnership deed is to be enclosed, if  
private limited/public limited company, Certificate of incorporation and Memorandum & Articles of association to be  
submitted. All the partners/ directors should sign the affidavit or the person authorized by all the partners or one of  
the Directors duly authorized by Board Resolution in case of Company can sign with authority letter from all the  
partners/or Board Resolution in case of Company is to be enclosed.

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

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

**(Signature of the Proprietor/ Managing Partner/Director with Seal )**

**DEPONENT**

**Verified at ..... on.....that the contents of paras 1 to 5 of this affidavit are true and correct and no  
part of this is false and nothing material has been concealed or falsely stated therein.**

(Signature of the Proprietor/ Managing Partner/ Director with Seal)

**DEPONENT**

**Signature of Tenderer with Seal**

(Signature & Seal of Notary)

**Appendix-'F'**

**PERFORMANCE STATEMENT FOR LAST THREE YEARS**

Name of Firm: \_\_\_\_\_

1. Contract Nos. :
2. Scope of Work :
3. Period :
4. Value :
5. Work completed period :
6. Reasons for Delay for completion of work (if any) :

Signature of Tenderer with Seal



**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Date:.....

To,

\_\_\_\_\_  
\_\_\_\_\_

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

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

Name of Tender / Work: -

\_\_\_\_\_

Dear Sir,

I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

\_\_\_\_\_

as per your advertisement, given in the above-mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization to 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 security deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Signature of Tenderer with Seal

Signature of Tenderer with Seal