



OFFICE OF THE INSPECTOR GENERAL, KASHMIR OPS SECTOR, CRPF
ZEWAN CAMP, PANTHA CHOWK, SRINAGAR (J&K) 191101

Tele: 01933-224314(email id- kmropssec@crpf.gov.in)

Website: www.crpf.gov.in/ <http://eprocure.gov.in/eprocureapp> (CPPP)



Tender set is not transferable

No. L-VII-18/2022-23-QM (SRE)

Dated, the 24th January, 2023

INVITATION TO E-TENDER

To

Sir / Madam,

For and on behalf of the President of India, I invite you to tender online bids for Supply of stores as detailed in the schedule.

2. The conditions of contract which will govern any contract made, are contained in pamphlet No. DGS&D-68 entitled "Conditions of contract governing contracts", placed by the Central Purchase Organizations of Government of India as amended up to 31-12-91 and those contained in the pamphlet no. DGS&D-229 and DGS&D Manual containing various instructions to Tenderers quoting against the Tender Enquiry, issued by the DGS&D, read with the amendments enclosed with this Tender Enquiry. Any special conditions attached to this invitation to tender will also form part of the conditions.

3. The above pamphlets and the lists of corrections thereto can be obtained on payment from the under mentioned officers:-

- A. The Manager of Publications, Civil Lines, Delhi.
- B. The Superintendent, Government Printing & Stationary, Allahabad, U.P.
- C. The Superintendent, Government Printing & Stationary, Mumbai.
- D. The Superintendent, Government Printing, Gulzargbag, Patna. Bihar
- E. DGS&D, New Delhi and its Regional Offices at Mumbai, Chennai, Kolkata and Kanpur.
- F. Government of India Book Depot, 8 Hastings Street, Kolkata

4. If you are in a position to quote for supply, in accordance with the requirements stated in the attached schedule to tender, all documents attached herewith should be fully filled, Ink signed and submitted through e-Procurement site: [/http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) . You must also furnish with your tender all the information called for, as indicated in pamphlet no. DGS&D-229 mentioned in para-2 above. Attached list of questionnaire should also be answered and submitted through e-Procurement site: [/http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) , failing which your tender will be liable to be ignored, and not considered.

5. Tender is not transferable.

Yours faithfully,

-sd-24/01/2023

(P.K. Mehra)

DIG, HQr KOS, CRPF,

Zewan Camp, Pantha Chowk, Srinagar (J&K)

For and on behalf of the President of India

**OFFICE OF THE INSPECTOR GENERAL, KASHMIR OPS SECTOR, CRPF, ZEWAN CAMP,
PANTHA CHOWK, SRINAGAR, JAMMU AND KASHMIR-191101**

E-Mail: kmropssec@crpf.gov.in (Telephone No. 01933-224314 & Fax No. -224324)

No. L-VII-18/2022-23-QM (SRE)

Dated, the 24th January, 2023

The Inspector General, Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&K) invites online and sealed Tenders for and on behalf of the President of India under **two bid system consisting of Technical Bid and Financial Bid** in respect of Repair and renovation of Type-VI Quarter of this HQr mentioned in the schedule to this tender enquiry from approved/registered and eligible firms / contractors those who are on appropriate list of CPWD, State PWDs, R&B and Municipalities of Jammu & Kashmir **Under Head Major Work (Departmentally) (SRE-2018-19) during the F/Y-2022-23**, at HQr Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar (J&K)-191101. The description of work, cost and time of completion mentioned below. Enquire carefully before filing the tender.

A) SCHEDULE TO TENDER

Schedule to Tender No.	:	L-VII-18/2022-23-QM (SRE)
Last date and time of receipt of on-line & Manual documents of tender	:	03 February , 2023 on 1700 Hrs
Time and date of on-line opening e-tender	:	1715 hrs on 04 February, 2023
Validity of offer	:	The tender shall remain open for acceptance till 120 days from the date of opening of Tender.

Sl. No.	Tender Ref. No.	Name of work & Location	Earnest Money (3% of Estimated Cost)	Estimated cost	Period of completion	Last date & time of submission of tender	Time & date of opening of tender
1	L-VII-18/2022-23-QM (SRE)	<p>Repair and renovation of Type-VI Quarter at HQr KOS</p> <p>i) Dismantling of existing 01 No. wooden door and 09 Nos. wooden glazed windows.</p> <p>ii) Providing and fixing of 01 No. UPVC Glazed Door (Size 3' 3" x 7').</p> <p>iii) Providing and fixing of 09 Nos. UPVC sliding windows with Two track Two panel (Size 5'x5', 3'x5' & 4'x5') with shutters, S.S. wire mesh and tempered glass of 05 mm thick.</p> <p>iv) Repairing/Realignment of existing windows surface with plaster and fixing of 18 mm thick marble border.</p>	Rs.13,500-00	Rs.4,50,000-00	30 days	03 Feb.' 2023 on 1700 hrs	1715 hrs & 04 Feb.' 2023

B. Terms and conditions are as under:-

1. Terms of price	<p>1.1 Rates quoted by the Contractor should be in Indian rupees both in figures as well as in words for complete units as per specifications. Any and every alteration in the rates should be signed in ink otherwise the offers will not be considered.</p> <p>1.2 Contractor should clearly indicate different taxes and duties, which they propose to charge as extra, along with the present rates thereof. Offers with such stipulations like 'as applicable' will be treated as vague and are liable to be ignored.</p>
-------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>2. Payment terms</p>	<p>2.1 Works are required to be executed on credit basis only and payment will be made by this HQr.</p> <p>2.2 Payment in advance or immediately cannot be made.</p> <p>2.3 The Payment will be made on production of the following documents :-</p> <ol style="list-style-type: none"> a) Bill in duplicate. b) A Copy of award of work. c) A copy of Certificate issued by the IG, Kashmir Ops Sector/Work Committee, that contracted work for the period for which payment has been claimed, has carried out by the contractor satisfactory. <p>2.4 TDS, Labour, Cess and other tax(s) will be deducted from the Bill of contractor by this HQr as per norms.</p>
<p>3. Earnest Money deposit</p>	<p>3.1 All the contractors are required to deposit required earnest money @ 3% of THE ESTIMATED COST of the works along with the quotation, failing which their offers will be summarily rejected.</p> <p>3.2 The earnest money can be deposited through any of the following alternative forms:</p> <ol style="list-style-type: none"> (a) FDR/TDR/BG drawn in favour of IG, Kashmir Ops Sector, CRPF, Srinagar payable at SBI, B.B.Cantt, Srinagar. (b) An irrevocable Bank Guarantee of any nationalized, scheduled bank or reputed commercial bank in the attached format as at Appendix-A. <p>3.3 The earnest money shall remain valid and be deposited with the purchaser for a 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.</p> <p>3.4 No interest shall be payable on the earnest money deposited by the tenderer.</p> <p>3.5 The earnest money deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.</p> <p>3.6 The earnest money of the successful tenderer shall be returned after the security deposit as required in terms of the contract is furnished by the tenderer.</p> <p>3.7 If the successful tenderer fails to furnish the security deposit as required in the contract within the stipulated period, the earnest money shall be treated as performance security deposit for all practical purposes.</p> <p>3.8 Earnest money deposits of all the unsuccessful tenderers will be returned as early as possible after the expiry of bid's validity, but not later than 30 days after placement of contract. Tenderers are advised to send a pre receipt challan along with their bids so that refund of earnest money can be made in time.</p> <p>3.9. Any tender, where the tenderer is required to deposit earnest money in terms of conditions mentioned in preceding paras, not accompanied with earnest money in any one of the approved forms acceptable to the competent authority, shall be summarily rejected.</p>
<p>4. Performance Security deposit clause</p>	<p>4.1. The successful contractor shall have to deposit a performance security equivalent 3% of the contracted value if the contract is entered into by 31/03/2023 and 10% if the contract is entered into after 31/03/2023 within 07 days from the date of award of contract for due performance. Failure on the part of the firm to deposit the security deposit within the stipulated time empowers the competent authority to cancel the contract.</p> <p>4.2. The performance security deposit submitted by the supplier will remain valid at least for 60 days beyond the date of completion of work as well as all contractual obligations of the supplier including guarantee/warranty obligations.</p> <p>4.3. The performance security deposit can be deposited in any of the following alternative forms :-</p> <ol style="list-style-type: none"> (a) FDR/TDR/BG drawn in favour of IG, HQ Kashmir Ops Sector, CRPF payable at SBI B.B.Cantt, Srinagar. (b) An irrevocable Bank Guarantee of any nationalized/Scheduled Bank or reputed commercial bank in any other form prescribed. <p>4.4. If the contractor fails to start the work within the stipulated period and places and requests for extension of time, he shall submit an undertaking on Non Judicial stamp paper</p>

	<p>of Rs.10/- duly attested by the Notary public stating that the performance security deposit has already been extended for sixty days beyond the guarantee/warranty period.</p> <p>4.5 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.</p> <p>4.6 The performance Certificate should be part of the documents in first cover of two bid system.</p>
<p>5. Eligibility of Contractor</p>	<p>The Tenderer should be a Govt. registered like CPWD,MES,BRO,NBCC, State PWD participating.</p> <ol style="list-style-type: none"> 1. The enlistment of the contractor should be valid on the last date of submission of Bids. 2. In case the last date of submission of Bid is extended, the enlistment of the contractor should be valid on the original date of submission of Bids. 3. Supply order as a experience certificate will not be considered, In case of execution of work/repair and renovation work. 4. Attested copy of registration in any Govt. Deptt. As approved contractor (Registration details showing appropriate class and category.). 5. Enlisted CPWD contractors above class 1 composite category are allowed to participate upto their tendering limits without submitting eligibility documents. Firms and contractors, not registered with CPWD are required to submit eligibility documents of executing similar works. <ul style="list-style-type: none"> (i) Experience of having successfully completed works during the last 7 years ending previous day of last date of submission of tenders Three similar completed works, each costing not less than the amount equal to 40% of estimated cost put to tender. <p style="text-align: center;">OR</p> Two similar completed works, each costing not less than the amount equal to 60% of the estimated cost put to tender. <p style="text-align: center;">OR</p> One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.
<p>6. <u>TWO BID SYSTEM</u></p>	<ol style="list-style-type: none"> 1. Document to be submitted manually and to be dropped in this office tender Box in sealed envelope super scribed as for the Scope of work:- Repair and Renovation of Type-VI quarter at HQr Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar under Head Major Works (Deptt.) (SRE) for the F/Y- 2022-23 with tender Enquiry No.:- 2023_CRPF_735859_1 2. The bidder / tenderer will submit the tender documents completed and signed (all pages to be signed) with seal. <ol style="list-style-type: none"> I. FDR, TDR, BG, DD and Bank Cheque against Earnest Money deposit (EMD). II. Tender acceptance letter signed by the tenderer with seal. III. Questionnaires, Check list. IV. Form 68-A V. Index of documents. VI. Integrity Pact VII. GST Registration Certificate. VIII. PAN Card. IX. Previous performances/experience certificate. X. Complete postal address of contractor/firm along with copy of valid I/Card/Voter I/D card Aadhar card etc. XI. Valid Govt./Central authorized registration certificate or registration details which specifies appropriate class of contractor. XII. Labour license/PF & ESI Registration certificate. XIII. Income tax return (ITR) certificate of bidder for the last 03 financial year duly certified by CA. XIV. Bank details with account number of bidders. XV. Any other relevant documents which the firm wishes to submit. <ol style="list-style-type: none"> 1. Documents to be submitted online in scanned copy :- <ol style="list-style-type: none"> I. FDR, TDR, BG, DD and Bank Cheque against Earnest Money deposit (EMD).

	<p>II. Tender acceptance letter signed by the tendered with seal.</p> <p>III. Questionnaires, Check list.</p> <p>IV. Form No. 68-A</p> <p>V. Index of documents.</p> <p>VI. Integrity pact</p> <p>VII. GST Registration Certificate.</p> <p>VIII. PAN Card.</p> <p>IX. Previous performances/experience certificate.</p> <p>X. Complete postal address of contractor/firm along with copy of valid I/Card/Voter I/D card Aadhar card etc.</p> <p>XI. Valid Govt./Central authorized registration certificate or registration details which specifies appropriate class of contractor.</p> <p>XII. Labour license/PF & ESI Registration certificate.</p> <p>XIII. Income tax return (ITR) certificate of bidder for the last 03 financial year duly certified by CA.</p> <p>XIV. Bank details with account number of bidders.</p> <p>XV. Any other relevant documents which the firm wishes to submit.</p>
	<p>SECOND COVER (Commercial / Price Bid) should contain the following :</p> <p>The composite bid i.e. rate indicated in the technical bid “OPENLY” SHALL BE IGNORED. Prices should be quoted as per BOQ format provided along with the tender document at e-procurement site http://eprocure.gov.in/eprocure/app.</p>
	<p>1: The technical bids are to be opened at the first instance and evaluated by the competent authority in the second stage, financial bids of only the technically acceptable offers will be opened for further evaluation and ranking before awarding the contract.</p> <p>2: The tender enquiries duly filled in all respects and having completed in all applicable formalities may be sent by ‘registered post/speed post duly stamped or by courier/by hand to THE IG, Kashmir Ops Sector, CRPF, Pantha Chowk, Srinagar-191101 (J&K) so as to reach on or before 04/02/2023 at 1700 hrs to the tender enquiry. Department is not responsible for any postal delay as well as technical problem at CPP portal.</p>
<p>7. Compensation for Delay</p>	<p>1. If the contractor fails to maintain the required progress to complete the work and clear the site on or before the contract period he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/ month (as determined) that the work remains incomplete in the following manners.</p> <p>(i) If there is no hindrance, compensation shall be levied if work is incomplete.</p> <p>(ii) If site is not available there will be no compensation.</p> <p>(iii) If there is partial hindrance then engineer- in - charge will compare amount of work executed in available hindrance free time w.r.t. total time and total work. Compensation will be levied if actual work executed is less than as calculated on pro rata basis.</p> <p>2. Compensation for delay of work</p> <p>(i) With maximum rate 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than one year.</p> <p>(ii) With rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than six month and up to one year.</p> <p>(iii) With rate 2% (two percent) to 5% (five percent) (maximum) per month of delay to be</p>

	<p>computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is up to six month.</p> <ol style="list-style-type: none"> 3. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on stipulated date of completion. 4. This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause. 5. In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F. The compensation for delay, if not decided before the determination of contract, shall be decided after determination of contract. 6. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government.
<p>8. When Contract can be Determined</p>	<ol style="list-style-type: none"> 1. Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to any other rights or remedy against the contractor in respect of any delay, not following safety norms inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases: <ol style="list-style-type: none"> i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter. ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge. iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified. iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge. v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.

- vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
 - vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
 - viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
 - ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
 - x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
 - xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the President of India shall have powers:
 - (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, Security Deposit already recovered, Security Deposit, payable, Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government
 - (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.
- In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

<p>9. Time is the essence of the contract.</p>	<p>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</p>
<p>10. Contribution of EPF and ESI</p>	<p>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.</p>

7. WORK SPECIFICATION

The work shall be carried out according to C.P.W.D. SPECIFICATIONS 2009 Vol- I & II including up to date correction slips and as per additional conditions.

8. SITE VISIT AND COLLECTING LOCAL INFORMATION

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

09. VALIDITY OF TENDER

The tender for the works shall remain open for acceptance for a period **120** days from the date of opening of Price Bid of tenders. The earnest money will be forfeited without any prejudice to any right or remedy, in case the contractor withdraws his tender during the validity period or in case he changes his offer to his benefits which are not acceptable to **HQr Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar**. The validity period may be extended on mutual consent.

10. REJECT/CANCEL/SCRAP

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

11. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the right or remedies under this contract if the contractor dies, the DIGP GC GNR shall have the option of terminating the contract without compensation to the contractor. If the contractor is an individual or proprietary concern and individual or the proprietor dies or if the contractor is a partnership concern and one of the partner dies then unless, the **IG, Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar** is satisfied that the legal representative of the individual for the proprietary concern or the surviving partners are capable of carrying out and completing contract, he (**IG, Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar**) is entitled to cancel the contract for the uncompleted part without being in any way liable for any compensation payment to the estate of diseased contractor or to the surviving partners of the contractor's firm on account of the cancellation of contract. The decision of the **IG, Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar** in such assessment shall be final and binding on the parties. In

the event of such cancellation the **IG, Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar** shall not hold the state of diseased contractor and/or the surviving partners of the contractor's firm liable for any damages for non-completion of contract.

12. DIRECTION FOR WORKS

All works to be executed under the contract shall be executed under the direction and subject to approval in all respect of the **IG, Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar** or his representative who shall be entitled to direct at what point or points and in what manner works are to be commenced and executed.

13. DEFECT LIABILITY PERIOD

i) **12 Months** from the date of Completion as certified by the **IG, Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar** /Officer commanding of Building Branch / Work Committee.

ii) The contractor shall stand guarantee for materials and workmanship. During the defect liability period, if any defect is observed due to workmanship or from any act or omission of the contractor, the contractor shall execute all such work of rectification and making good of defects, as may be required of him by competent authority at his own cost and within the time stipulated by competent authority. If the contractor shall fail to do any such work as required by the competent authority, Retention money shall be liable to be forfeited and the contractor shall make himself liable to be blacklisted.

iii) The contractor shall indemnify the Employer against any loss/liability that may be incurred by him on account of any failure on the part of the contractor for timely rectification of the defects pointed out within the defect liability period.

14. SECURITY DEPOSIT/ RETENTION MONEY

The security deposit @ 2.5% of the gross amount of the bill shall be deducted from each running bill as well as final bill of the contractor. The contractor can also be deposited the security deposit through **FDR @ 2.5%** of the tendered amount in favour of **IG, Kashmir Ops Sector, CRPF, Zewan Camp, Pantha Chowk, Srinagar** payable at **SBI B.B.Cantt, Srinagar before submitting the final bill for payment action**. The security deposit or retention money shall be refunded to the contractor after **expiry of defects liability period** (referred to Clause No. 14) or on payment of the amount of the final bill whichever is later. This is in addition to performance guarantee that the contractor is required to deposit.

15 Before starting the work the contractor shall check out a programme in consultation with the **IG, Kashmir Ops Sector, CRPF, Srinagar** or his authorized representative at least one week in advance. The contractor shall have to adhere to this programme failing which he shall be held responsible for any inconvenience caused to the occupants. In order to ensure that the work is carried out according to the programme drawn, the contractor shall ensure adequate supply of the material and employ required labour strength for execution of work. In case contractor fails to arrange/employ adequate labour and stick to the programme, the **IG, Kashmir Ops Sector, CRPF, Srinagar** may supplement the labour, at the cost of the contractor after issue of one day's notice to the contractor. No claims for idle labour on any account shall be entertained. The contractor shall put his authorized representatives daily at the site of work/Enquiry Office for receiving instructions from **IG, Kashmir Ops Sector, CRPF, Srinagar** and other inspecting officials from the department. His name and signature shall be attested by the contractor and kept on the record with the department.

16. Payment shall be made to contractor only after giving satisfactory completion of work. All measurement shall be recorded on standard measurement sheets which will be submitted to the **IG, Kashmir Ops Sector, CRPF, Srinagar** for scrutiny and passing.

17.1 **IG, Kashmir Ops Sector, CRPF / Work committee/ Officer commanding of Building** shall scrutinize and check the measurement records practically/on ground on the based on the measurement sheet provided by contractor and final measurement sheet will be prepared by Engineer-in-charge of this office.

17.2 Dispute in mode of measurement: in case of dispute as to the mode of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian specification shall be followed.

18. Intending tenderer is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified.

19. **The time allowed for carrying out the work will be within 30 days which is reckoned from the 3 days after the date of issue of work order/acceptance letter.**

20. The site for the work is available OR the site for the work shall be made available in parts as specified above. The drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of work.

21. The contractor shall not be permitted to tender for works in the CRPF in which is near relative of CRPF is involve. If so, he shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any CRPF officer/personnel.

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

23. **GST No. or/and Service Tax No. and Contractor's Regd. No. must be printed in the bill which submitted for recoupment/payment action.**

24. The tender for the works shall remain open for acceptance for a period of **120 Days** from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

25. This Notice Inviting Tender shall form a part of the contract document.

26. Hard copies as submitted physically in the office of The **IG, Kashmir Ops Sector, CRPF, Srinagar**, shall be only valid document for evaluation of technical specification. The IG, Kashmir Ops Sector, CRPF, Srinagar has all rights to terminate contact at any time without assigning any reason.

27. **The Tenderer are requested to return a copy of this Tender duly signed on each page along with other relevant documents as required with the tender for evaluation purpose. If tenderer fails to return a copy of this Tender duly signed, his offer will not be considered and it will be rejected.**

28. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for executing work and all other services required for executing the work.

29. The successful tenderer shall make his own arrangement for storage and watch and ward of material whether the same brought by him or supplied by the department. He shall remain responsible for watch and ward of installation and other fittings till these are commissioned and handed over to the department.

30. Successful tenderer should be in a position to produce, after opening of the price bids, the Original Certificates in support of the self-attested copies of relevant documents submitted along with tender document. Failure to produce the original certificates at this stage in support of the attested copies of firm registration /Electrical License/any other documents etc. submitted earlier would result in disqualification and forfeiture of EMD and also liable for debarring from participation in IG, Kashmir Ops Sector, CRPF, Srinagar tenders.

31. All works to be executed under the contract shall be executed Under the direction and subject to approval in all respect of the IG, Kashmir Ops Sector, CRPF, Srinagar /Work Committee /Officer commanding of Building /Engineer-in-Charge of Kashmir Ops Sector, CRPF, Srinagar who shall be entitled to direct at what point or points and in what manner works are to be commenced and executed.

32. **FINAL INSPECTION:** - After completion of work as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work are attributable to Contractor, these shall be attended by the Contractor at his own cost, as and when they are brought to his notice by the IG, Kashmir Ops Sector, CRPF, Srinagar /Work committee/officer Commanding of Building/Competent authority. **The IG, Kashmir Ops Sector,**

CRPF, Srinagar and its representative shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately.

33. MEASUREMENTS OF WORK DONE: - Engineer-in-charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contractor of work done.

All measurement of all items having financial value shall be entered in measurement Book/level field book so that a complete record is obtained of all works performed under the contract.

All measurement and levels shall be taken jointly by the Insp/SI/Civil or his authorized representative and by the contractor or his authorized from time to time during the progress of the work and such measurement shall be signed and dated by the Engineer-in-charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurement recorded, a note shall be made to that effect with reason and signed by both the parties.

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

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

34. The quality of work should be standard. Substandard work will not be considered. For any substandard work if not rectified by the firm quoted rate by the contractor will be decreased against item per unit.

35. The brands so mentioned in the approved list are only indicative.

36. Work scope may be changed depending upon the priority of the work.

37. No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation whatsoever without the consent in writing of the IG, Kashmir Ops Sector, CRPF, Srinagar

-sd-24/01/2023
(P.K. Mehra)
DIG, HQr KOS, CRPF,
Zewan Camp, Pantha Chowk, Srinagar (J&K)
For and on behalf of The President of India

C. ADDITIONAL CONDITIONS FOR CIVIL WORK

1. All materials required to be used on works shall be got approved from the competent authority in advance. All items to be used in this project should be ISI marked and Branded Company.
2. Water and electricity shall be arranged by contractor for installation at site of work without any extra payment.
3. The quoted rate should be inclusive of all taxes, levies, works contract taxes, duties etc.
4. The work shall be carried out in accordance with the drawings to be issued from time to time. Before commencement of any item of work, the contractor shall correlate all the relevant drawings issued for the work and satisfy himself that the information available from there is complete and unambiguous. The discrepancy, if any, shall be brought to the notice of the competent authority before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and or incomplete information.
5. The Contractor shall make all necessary arrangements for protecting from rains, fog or likewise extreme weather conditions, the work already executed and for carrying out the further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account. Also, no claims for hindrance shall be entertained on this account.
6. In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any. Further, no claims for hindrance shall be entertained on this account.
7. The contractor will take reasonable precaution to prevent his workmen and employees from removing and damaging any flora (plant/vegetation) from the project area.

8. TOOLS AND PLANTS:-

- 1.1 The bidder should own constructions equipment as per requirement for the proper and timely execution of the work. Nothing extra shall be paid on this account.
- 8.2 No tools and plants including any special T&P etc. shall be supplied by the Department and the Contractor shall have to make his own arrangements at his own cost. No claim of hindrance (or any other claim) shall be entertained on this account.

9. RATES

- 9.1 The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers as per drawing supplied by Competent authority, working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.
- 9.2 The rates quoted by the tenderer, shall be firm and inclusive of all taxes. For any low standard work quoted rate by the contractor will be decreased against item per unit.

10. QUALITY ASSURANCE

- 10.1 The proposed building is a prestigious project and quality of work is of paramount importance. Contractor shall have to engage well-experienced skilled labour and deploy modern T&P and other equipment to execute the work. Many items like confined masonry with brick work, exposed finish form work, RCC in vertical/horizontal ties , specialized flooring work, Polysulphide sealant and backer rod fixing in expansion joints, factory made door-window shutters, proper slope maintaining in toilet units, sanitary- water supply installation, textured finishing, grit plastering with aluminium channel insertions, water proofing treatment with APP, Extruded Polystyrene insulation boards and treatment in toilet drops

will specially require engagement of skilled workers having experience particularly in execution of such items.

10.2 The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limit shall be summarily rejected by the competent authority & contractor shall be bound to replace/remove such sub-standard /defective work immediately. If any material, even though approved by competent authority is found defective or not conforming to specifications shall be replaced/removed by the contractor at his own risk & cost.

10.3 All materials and fittings brought by the contractor to the site for use shall conform to the samples approved by the competent authority which shall be preserved till the completion of the work. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from competent authority. Wherever brand / quality of material is not specified in the item of work, the contractor shall submit the samples as per suggested list of brand names given in the tender document/particular specifications for approval of competent authority. For all other items, materials and fittings of ISI Marked shall be used with the approval of competent authority. Wherever ISI Marked material/fittings are not available, the contractor shall submit samples of materials /fittings manufactured by firms of repute conforming to relevant specifications or IS codes and use the same only after getting the approval of competent authority.

10.4 The tests, as necessary, shall be conducted in the laboratory approved by the competent authority. The samples shall be taken for carrying out all or any of the tests stipulated in the particular specifications and as directed by the competent authority or his authorized representative.

10.5 The Contractor shall at his own risk and cost make all arrangements and shall provide all such facilities including material and labour, the Competent authority may require for collecting, preparing, forwarding the required number of samples for testing as per the frequency of test stipulated in the contract specifications or as considered necessary by the Competent authority, at such time and to such places, as directed by the Competent authority. Nothing extra shall be payable for the above.

10.6 The Contractor shall maintain all the work in good condition till the completion of entire work. The Contractor shall be responsible for and shall make good, all damages and repairs, rendered necessary due to fire, rain, traffic, floods or any other causes. The Competent authority shall not be responsible for any claims for injuries to person/workmen or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the Contractor or of any other of his representatives, in his employment during the execution of the work

10.7 The Contractor should own constructions equipment as per list required for the proper and timely execution of the work. Nothing extra shall be paid on this account.

10.8 The Contractor will deploy sufficient number of Technical and Administrative employees for the proper execution of the contract. The bidder should submit a list of these employees stating clearly how these would be involved in this work.

11. SUBMISSION AND DOCUMENTATION

11.1 Contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc. under various labour laws and other regulations applicable to the works, at his site office. The contractor will submit computerized measurement sheet for the work carried out by him for making payment as per Clause – 6A of the CPWD General Conditions of Contract 2014 (with correction slips upto the last date of submission of tender).The contractor shall make available three sets of computerized measurement books.

11.2 To avoid delay, contractor should submit all samples well in advance so as to give timely for procurement.

12. TEMPORARY WATER/ ELECTRICITY/ TELEPHONE CONNECTION

12.1 Arrangement of temporary telephone connection, water and electricity required by Contractor, shall be made by him at his own cost and also necessary permissions shall be obtained by him directly from concerned authorities, under intimation to the Department. Also, all initial cost and running charges, and security deposit, if any, in this regard shall be borne by him. The Contractor shall abide by all the rules/ bye laws applicable in this regard and he shall be solely responsible for any penalty on account of violation of any of the rules / byelaws in this regard. Nothing extra shall be payable on this account.

12.2 The Contractor shall be responsible for maintenance and watch and ward of the complete installation and water / electricity meter and shall also be responsible for any pilferage, theft, damage, penalty etc. in this regard. The Contractor shall indemnify the Department against any claim arising out of pilferage, theft, damage, penalty etc. whatsoever on this account. Security deposit for the work shall be released only after No Dues Certificates are obtained from the local Authorities from whom temporary electric/ water / telephone connection have been obtained by the Contractor. Nothing extra shall be payable on this account.

12.3 The Department shall in no way be responsible for either any delay in getting electric and/or water and/or telephone connections for carrying out the work or not getting connections at all. No claim of delay or any other kind, whatsoever, on this account shall be entertained from the Contractor. Also contingency arrangement of stand-by water & electric supply shall be made by the Contractor for commencement and smooth progress of the work so that work does not suffer on account of power failure or disconnection or not getting connection at all. No claim of any kind whatsoever shall be entertained on this account from the Contractor. Nothing extra shall be payable on this account.

13. SETTING OUT

13.1 The Contractor shall carry out survey of the work area, at his own cost, setting out the layout of building in consultation with the competent authority or authorized representatives & proceed further. Any discrepancy between the architectural drawings and actual layout at site shall be brought to the notice of the competent authority or authorized representatives. It shall be responsibility of the Contractor to ensure correct setting out of alignment. Total station survey instruments only shall be used for layout, fixing boundaries, and centre lines, etc., along with theodolites. Nothing extra shall be payable on this account. The Contractor shall establish, maintain and assume responsibility for grades, lines, levels and benchmarks. He shall report any errors or inconsistencies regarding grades, lines, levels, dimensions etc. to the competent authority before commencing work. Commencement of work shall be regarded as the Contractor's acceptance of such grades, lines, levels, and dimensions and no claim shall be entertained at a later date for any errors found.

13.2 If at any time, any error appears due to grades, lines, levels and benchmarks during the progress of the work, the Contractor shall, at his own expense rectify such error, if so required, to the satisfaction of the competent authority. Nothing extra shall be payable on this account.

13.3 Though the site levels are indicated in the drawings the Contractor shall ascertain and confirm the site levels with respect to benchmark from the concerned authorities. The Contractor shall protect and maintain temporary/permanent benchmarks at the site of work throughout the execution of work. These benchmarks shall be got checked by the Competent authority or his authorized representatives. The work at different stages shall be checked with reference to bench marks maintained for the said purpose. Nothing extra shall be payable on this account.

13.4 The approval by the competent authority, of the setting out by the Contractor, shall not relieve the Contractor of any of his responsibilities and obligation to rectify the errors/ defects, if any, which may be found at any stage during the progress of the work or after the completion of the work.

13.5 The Contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignments, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the Contractor at his own cost to the entire satisfaction of the Engineer-in-Charge.

13.6 The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work (including marking of reference points, centre lines of buildings), construction and maintenance of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, barricading, signage, labour safety, labour welfare and labour training measures, preparatory works, working during monsoon, working at all depths, height and location etc. and any other incidental works required to complete this work. Nothing extra shall be payable on this account.

14. TESTING OF MATERIALS

14.1 The contractor shall procure all the materials in advance so that there is sufficient time for testing and approving of the material and clearance of the same before use in work.

14.2 The contractor's rates for the items involving the use of materials shall be deemed to cover the cost of sample. The cost of packaging, sealing, transportation, loading, unloading etc. shall be borne by the contractor. Testing charges shall be borne by the contractor.

-sd-24/01/2023

(P.K. Mehra)

DIG, HQr KOS, CRPF,

Zewan Camp, Pantha Chowk, Srinagar (J&K)

For and on behalf of The President of India

D. PARTICULAR CONDITIONS

1. General

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

1.2 Unless otherwise specified in the schedule of quantities, particular specifications or CPWD specifications (subject to the order or preference) the rates tendered by the tenderer shall be all inclusive and shall apply to all lifts, all heights and all floor including terrace, leads and depths and nothing extra over and above the schedule of quantity shall be payable on this account.

1.3 The work shall be carried out in accordance with the drawings. The drawings shall have to be properly correlated before executing the work.

1.4 The work shall be executed and measured as per metric dimensions given in the Schedule of quantities, drawings etc. (F.P.S. units wherever indicated are for guidance only).

1.5 All stone aggregate and stone ballast shall be of hard stone variety to be obtained from approved quarries.

1.6 Coarse sand should be good quality. The same shall be clean and sharp angular grit type. The coarse sand shall be screened before using, if required. If the sand brought to site is dirty, it must be washed in clean water to bring the sand to the required specifications. Nothing extra shall be payable on this account.

1.7 Fine sand should be good quality and screened as required. The same shall be clean and sharp angular grit type. If the sand brought to site is dirty it must be washed in clean water.

2. **Bricks (F.P.S)** shall be of crushing strength not less than **35 Kg/sq.cm.** & for FALG brick shall be crushing strength not less than **50 kg/sq.cm.** The average water absorption of bricks when immersed in water for 24 hours shall not be more than 20% of the dry weight.

2.1. The rates for all items of work, shall unless clearly specified otherwise, include cost of all operations and all inputs of labour, material, T & P, scaffolding, wastages, watch and ward, other inputs, all incidental charges, all taxes, cess, GST, duties, levies etc. required for execution of the work.

2.2. The masonry work for the portions of the external wall of W.C., through which pipes are taken, shall be done after the pipes are fixed as far as practicable.

2.3 All crossings, embedment etc. in walls and floors for water supply, drainage and sanitary pipes, fittings etc. shall be provided as per the detailed working drawings for individual walls and floors so as to avoid cuttings of masonry work and floors. All such areas shall be made good during finishing and nothing extra shall be payable on these accounts.

3. Water cement ratio and workability

The quantity of water added to cement, sand and aggregates during mixing, including moisture contents of the aggregates, shall not exceed 0.45 water cement ratio. Reference may be made to CPWD Specifications for guidance with respect to workability. The concrete mix shall be suitably designed for the required slump, if required, by using appropriate admixture to limit the maximum water cement ratio.

4. Measurement and rate

The rate includes cost of all labour and materials, tools and plant etc. required for satisfactory completion of the item.

5. Steel

Unit weight for rolled steel sections and MS plates: The actual weight per metre of the steel section shall be measured of minimum one sample per lot for each type of steel sections brought to site for use in the work. For this, each sample of steel section shall be cut to required length as decided by the competent authority and weighed and recorded. The weight calculated as above shall be taken as the actual weight per unit length. For MS plates the weight per square metre shall be calculated from minimum one random sample. The weight shall then be calculated for each lot of the material received at site of work and unused in the work and unit weight shall be modified accordingly.

6. Conditions for Cement

6.1. The contractor shall procure 43 grade (conforming to IS: 8112) /53 grade (conforming to IS : 12269) ordinary Portland Cement, as required in the work, from reputed manufacturers of cement, having a production capacity of not less than one million tonnes or more per annum, such as Ultra Tech, ACC, Ambuja Birla, Jaypee Cement & JK or any other brand as per C.P.W.D. Circular as approved by Ministry of Industry, Government of India, and holding licence to use ISI certification mark for their product. The tenderers may also submit a list of names of cement manufacturers, which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacturer(s), which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partly.

The supply of cement shall be taken in 50 Kg. bags bearing Manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the competent authority and got tested in accordance with provisions of relevant. In case test results indicate that the cement arranged by the contractor does not conform to the relevant, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the competent authority to do so.

6.2. The cement shall be brought at site in bulk supply of approximately 20 tonnes or as decided by the competent authority. For each grade, cement bags shall be stored in two separate godowns, one for tested cement and the other for fresh cement (under testing) constructed by the contractor at his own cost as per sketch given in General Conditions of Contract for CPWD 2010 with weather proof roofs and walls. The actual size of go down shall be as per site requirements and as per the direction of the Competent authority and nothing extra shall be paid for the same. The decision of the competent authority regarding the capacity required/needed will be final.

6.3 The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the competent authority. If does not do so within 3 days of receipt of such notice, the Competent authority shall get it removed at the cost of the contractor. For non-schedule items, the decision of the Superintending Engineer or successor thereof regarding theoretical quantity of cement which should have been actually used shall be final and binding on the contractor.

-sd-24/01/2023

(P.K. Mehra)

DIG, HQr KOS, CRPF,

Zewan Camp, Pantha Chowk, Srinagar (J&K)

For and on behalf of The President of India

E. Details of work mentioned as under:-

SCHEDULE OF QUANTITY

Sl No	DETAILS OF WORK	A/U	QTY
1	Dismantling of existing wooden doors (size 3'3" x 7')	No.	01
2	Dismantling of existing wooden windows (size 5' x 5')	No.	03
3	Dismantling of existing wooden windows (size 3' x 5')	No.	05
4	Dismantling of existing wooden windows (size 4' x 5')	No.	01
5	Providing and fixing of UPVC door (size 3'3" x 7')	No.	01
6	Providing and fixing of UPVC window with shutter, S.S. wire mesh and tempered glass (size 5'x5') of 05 mm thick.	Nos.	03
7	Providing and fixing of UPVC window with shutter, S.S. wire mesh and tempered glass (size 3'x5') of 05 mm thick	Nos.	05
8	Providing and fixing of UPVC window with shutter, S.S. wire mesh having mesh and tempered glass of 05 mm thickness (size 4'x5')	No.	01
9	Providing and fixing of 18 mm thick marble on borders of windows	Sqft	50

Note: - Lowest Contractor (L-1) will be decided on overall lowest rates basis.

LIST OF PREFERRED MAKES FOR CIVIL WORK

Specification/brands names of materials (Refer materials, whichever are applicable for the scope of work) and finishes approved by the competent authority may be used, in case it is established that the brands specified below are not available in the market and subject to approval of the alternate brand by the competent authority .

SL. No.	Material	Make
1.	Ordinary Portland Cement (Grey) : 43 Grade	Ultra Tech, Ambuja , ACC
2.	River Sand	Coarse Sand (Zone-III)
3.	Tiles	Kajaria 1 st class
4.	Aggregate	Well graded (20mm normal size)
5.	Premium Acrylic emulsion/smooth paint (Interior/exterior Acrylic)	Nerolac, Burger, Asian Paints
6.	Synthetic enamel paint (Enamel/Exterior Acrylic ACE)	Nerolac, Burger, Asian Paints
7.	White Cement /Putty	Birla , J.K. , Ultra Tech
8.	Water Proofing Compound (Liquid)	Pidilite, Dr. Fixit.
9.	Stainless steel	Tata, JSW, Jindal steel
10.	Bricks	1 st class

-sd-24/01/2023
(P.K. Mehra)
DIG, HQr KOS, CRPF,
Zewan Camp, Pantha Chowk, Srinagar (J&K)
For and on behalf of The President of India

**PROFORMA OF BANK GUARANTEE FOR SUBMITTING
EARNEST MONEY**

(On banks letter head with adhesive stamp)

To

The Inspector General,
HQ Kashmir Ops Sector, C.R.P.F.,
Zewan Camp, Pantha Chowk,
Srinagar-191101.

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 the supply/work of **Repair and Renovation of Type-VI quarter** of this HQr to you (here in after called "The purchaser") .Whereas a bank guarantee against Earnest Money for a sum of Rs. _____ (in words) _____

valid for 180 days from the date of tender opening viz. up to _____ is required to be submitted by "the tenderer" as a precondition for the participation, this bank 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 **120** 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 **120** 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 Bank not later than the above date.

Date. _____

Signature of authorized officer of the Bank _____

Place _____

Printed Name. _____

Designation _____

Name and address of the bank _____

Banker's Common Seal

**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..... to supply/work of **Repair and Renovation of Type-VI quarter** of this HQr (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 bank guarantee by a nationalized or scheduled commercial bank of good repute and record recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract:

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

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

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

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

This guarantee shall be valid until the..... day of20....

(Sig. of the authorized officer of the Bank)

Name and designation of the officer

Name and address of the Bank

**Banker's
common seal**

PERFORMANCE STATEMENT
(Must be filled in all respects)

Name of Firm:

M/S _____

1. Contract Nos. :

2. Description of Works :

3. Quantity on order :

4. Value :

5. Original Date of completion of work :

6. Work done within the stipulated time limit :

7. Extension of period for completion of work :

8. Reason for delay in completion of work :

9. LD charges so paid for delay in completion of work :

(If any)

LIST No.-1

TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW. TENDERERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR AND / OR ARE EVASIVE, THE TENDER WILL BE LIABLE TO BE IGNORED. (Must be filled in all respects)

1. Tender No. _____
2. Name and address of firm/contractor :
3. What is your permanent Income Tax A/C No. :
4. Status.
 - a) Indicate whether you are Govt. registered or not :
 - b) GST No. :
5. Please indicate name & full address of your banker in the following format -
 - a) Bank Name, Branch and Bank Account No. (Core bank account)
 - b) IFSC Code :
 - c) Whether bank branch is NEFT/RTGS enables or not :
6. State whether your firm with you have been banned by any Govt. /Central authority? :
7. Please confirm that you have read all the instructions carefully and have complied with accordingly. :

Signature of Witness _____ **Signature of Tenderer** _____

(Full Name and address of witness in Block letters)

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

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

Questionnaire/Check List (must be filled in all respect)

01	Whether firm/Contractor is registered for the tendered work or not	
02	Registration No. and Date	
03	Registration issued by	
04	Registration valid upto	
05	Copy of Registration submitted or not	
06	GST registration No	
07	Whether Copy of GST registration certificate submitted or not with tender	
08	PAN No.	
09	Whether Copy of PAN No submitted or not with tender	
10	Whether Copy of replacement Warranty period of new fittings enclosed or not	
11	Whether EMD enclosed, if yes details of EMD	
12	Whether offer is valid upto 120 days or otherwise.	
13	Complete details of Banker with IFSC code, Account No. Name of Bank, Name of Branch, Bank Code, Swift code etc.	
14	Whether past performance Performa submitted along with copies of award of contracts or not	
15	Whether tender specification / work scope accepted by the firm/contractor or not	
16	Whether all pages of tender has been signed by the authorized signatory or not and returned with offer of not.	
17	Whether all the terms and condition of the Tender Enquiry including payment terms are acceptable or not	
18	Any other specific condition of the firm/contractor	

Signature

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

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,

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

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

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

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Form 68-A

Tender No. _____

Full name and address of the Tenderer in addition Contractor's telegraphic Address

To post box No. if any should be quoted in all _____

Communication to this Office _____

Telephone No. _____

Fax No. _____

From. _____

Dear Sir,

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

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

Signature of the Tenderer

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

Here paste coupon in case where coupons are supplied to contractors on payment.

Yours faithfully,
(Signature of the Tenderer)
Address.....

(Signature of the Witness)
Address

Dated

Appendix-“H”

Sl No.	Requirement	(Firm should correctly fill following column.)	(Indicate page number of tender documents where related information is shown/available, it can be verified columns should be highlighted)
1.	Whether Regd with CPWD/PWD		
	Validity of registration		
2.	Whether EMD enclosed (Reqd Rs-----/- should be valid upto 180 Days from the date of opening of tender)	N/A	
	Whether Specification. Of work Confirmed or not		
3.	Terms of Work Start and Finish (Our requirement is start within 07 days and finished within 45 days)		
4.	Validity of offer (Our requirement is 180 days from the date of opening)		
5.	Past performance (attached or not)		
6.	Arbitration Clause (agreed or not)		
7.	Warranty Clause (agreed or not)		
8.	GSTIN NO. (attached or not)		
9.	Liquidated damage clause (agreed or not)		
10.	Partnership agreement (attached or not)		
11.	Name & Add of Bankers.		
12.	Whether business dealing banned or not		
13.	Whether tender signed properly		
14.	Pan Card Details		
15.	Tin No.		

Signature of Tenderer

Date.....

Name of Tenderer.

Signature of Tenderer

INTEGRITY PACT

To,

.....
.....

Sub: Submission of Tender for the work of.

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

INSTRUCTIONS FOR ONLINE BID SUBMISSION:-

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <http://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the contractors/bidders through email-id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smartcard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading/getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the eToken/Smartcard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, their bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2

MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender Fee/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BOQ xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 23) He bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (ie after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded
- 28) Tender documents become readable only after the tender opening by the authorized bid openers.
- 29) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 30) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 31) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 1800-3070-2232 or send a mail over to– cppp-doe@nic.in, cppp-nic@nic.in.

Signature of the tenderer