

INVITATION TO TENDER

(MHA, Govt. Of India)

GROUP CENTRE DURGAPUR, CENTRAL RESERVE POLICE FORCE, AMRAVATI, DURGAPUR, WEST BARDHAMAN, DURGAPUR-713214 (W.B).

(BUILDING BRANCH)

e-Mail id – digblddpr@gmail.com

Tele / Fax No. : 03432960714

Tender Enquiry No.W.V-1 /2022-23-GCD-BLDG-Wages

Dated 23 June' 2022



E-TENDER DOCUMENT

Name of works	Hiring of Man Power for Day to Day maintenance work of Electrical, water supply line, sanitary fittings and fixtures of Residential and Non – Residential Buildings at GC,CRPF, Durgapur (W.B)
NIT for Rs.	Total Rs. 7,02,781.00 (Rupees Seven Lakhs Two Thousand Seven Hundred Eighty One Rupees) only.

Signature of Tender Inviting officer

SD / - 23-06-2022
DIGP GC DURGAPUR

Signature of Bidder

SCHEDULE TO TENDER

(Government of India, Ministry of Home Affairs)

GROUP CENTRE DURGAPUR, CENTRAL RESERVE POLICE FORCE, AMRAVATI, DURGAPUR, WEST BARDDHAMAN, DURGAPUR-713214 (W.B).

e-Mail id – digblddpr@gmail.com

Tele / Fax No. : 03432960714

ITEM RATE TENDER & CONTRACT FOR WORK

I). TENDER SCHEDULE:-

e-Tender Enquiry No.	::	W.V-1 /2021-22-GCD-BLDG-Wages	Dated 23 June' 2021
Name of work/Services with its description and location	::	Hiring of Manpower for Day to Day maintenance work of Electrical, water supply line, sanitary fittings and fixtures of Residential and Non – Residential Buildings at GC,CRPF, Durgapur (W.B)	
Work schedule	::	Details as per Appendix -'A' of the Tender enquiry	
Estimated cost	::	Total Rs. 7,02,781.00 (Rupees Seven Lakhs Two Thousand Seven Hundred Eighty One Rupees) only.	
E.M.D (In INR)	::	Rs. 14,056.00 (2% (Two percent) of the estimated cost.)	
Tender fee [In INR &Nonrefundable]	::	Nil	
Last date & time of submission offline documents.	::	By 1500 Hrs on 30/06 /2022	
Last date & time of submission tender online on CPPP	::	By 1600 Hrs on 30/06/2022	
Date & time of opening tender (Technical bid)	::	At 1600 Hrs on 01/07 /2022	
Validity of offer	::	The tender shall remain open for acceptance till 90 days from the date of opening of bid and accepted rate shall remain valid during the work execution period including extended period if any.	

Signature of Tender Inviting officer

SD / - 23-06-2022
DIGP GC DURGAPUR

Signature of Bidder

I. IMPORTANT INSTRUCTIONS AND GUIDELINES:-

1. The intending Bidders must read all the terms and condition carefully and submit their tender through online tender (e-procurement web site in CPP Portal) before due date & time **i.e. by 1600 Hrs on 30/06/2022** if they consider themselves eligible and are in possession of all the required documents. Bidders are also advised to go through the Bid Security Declaration format, Payment terms and other clauses, terms and conditions of this tender enquiry carefully before participating in bidding process.
Bids (**Technical bids only**) against tender enquiry will be opened on the given date & time **i.e. at 1600 Hrs on 01/07/2022** in the Office of The DIGP G.C, CRPF, Durgapur, Amravati, West Barddhaman, Durgapur-713214 (W.B.). However date of opening of financial bids will be intimated to the eligible Bidders only after technical bid evaluation.
2. Bidders are requested to submit their bid/tender documents online through e-procurement website in CPP Portal duly filled and completed in all respect as per norms and original which are required to be submitted manually in tender box of The DIGP G.C, CRPF, Durgapur, Amravati, west Barddhaman, Durgapur-713214 (W.B.). duly sealed well before date of opening as specified in the tender enquiry to avoid last minute rush. 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.
3. All Tender documents attached with this invitation to tender including specifications are sacrosanct for considering any offer as complete offer. It is therefore important that Tender Acceptance Letter (**Appendix-'C' of T/E**) which is a "written undertaking" that all the terms and conditions of the tender are understood and accepted, should be signed and submitted along with all documents as required with the bid.
4. Intending Bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works/services of magnitude specified.
5. The license issued by the State Govt./Union Territory should be kept renewed as per periodicity laid down by the authority concerned and submit an attested copy of the same to The DIGP G.C, CRPF, Durgapur, Amravati, west Barddhaman, Durgapur-713214 (W.B.). After each renewal during contractual period. The contractor should produce valid trade licence with their bid.
6. Name and status of the person signing the tender documents should clearly be mentioned in the tender documents.
7. The contractor/firm shall employ the required workmen [Skilled/Un-Skilled] as per terms and conditions of the tender enquiry. Immediate after award of contract, the contractor/firm should intimate name of workmen to whom the firm has employed for the tendered work along with complete details in firm's letter head and supporting papers of technical capabilities of the workmen where ever applicable against the contract. The workmen so engaged against the contract should maintain discipline inside of the campus.
8. The Contractor shall comply with the orders issued by **the Competent Engineering Authority (CEA) of CRPF** from time to time during the contractual period. If he fails to do so, his failure will be a breach of contract and the CEA of CRPF in his discretion without prejudice to any other right or remedy available in law can cancel the contract. The contractor shall be liable for any pecuniary liability arising on account of any violation by him.
9. Agreement shall be drawn/work order will be issued to the successful Bidder. Bidders shall quote their rates as per terms and conditions which will form part of the agreement/contract.
10. The contractor shall obtain a valid license if applicable under the Contract Labour (R & A) Act, 1970 & the Contract Labour (Regulation and abolition) Act 1971 and subsequent amendments thereto if any before commencement of work or within 15 (fifteen) days after award of work contract which ever later.
11. The contractor shall comply with the provisions of Minimum Wages Act, 1948 and Contract Labour (Regulation and abolition) Act, 1970 amended from time to time and rule framed there under and other labour laws affecting contract labour that may be brought into force time to time. The contractor should also pay wages to his

engaged labours against the contract as per existing notification of Ministry of Labour & Employment, G.O.I. including revision which takes place during the contractual period. Probable inflation of minimum wages during contractual period should be considered and taken into account while submitting bid. **At the time of claim bill it is required to produce documentary evidences (i.e. bank statement of employees) to the concerned authority, violation of which even can end with termination of contract.**

12. The applicable G.S.T (Goods & Services Tax) on account of providing services as per contract should be paid by the contractor to the concerned Govt. department and this department will not entertain any claim in this regard what so ever. While quoting rate the applicable G.S.T. should also be considered and add on with the quoted amount. Beside receipt of depositing G.S.T. against the contract is to be submitted to this office on demand even after termination of the contractual period.

13. The contractor shall have registration with EPFO and ESIC. The E.P.F & E.S.I contributions on the part of employer in respect of the contract shall be paid by the contractor to concerned department well in time. These contributions on the part of the employer, paid by the contractor shall be reimbursed by this department on actual basis and on producing receipt of the concerned department. But it should not be more than 17 % on total of labour component of works with existing minimum wages as per notification of Ministry of Labour & Employment, G.O.I.

14. The tender enquiries duly filled in all aspects and having completed all applicable formalities may be submitted online through CPP Portal as well as original as required manually (already mentioned in schedule to tender) be sent in a sealed envelope superscripted with Tender Enquiry Number, Name of Work and date of opening etc. by registered post/speed post duly stamped or by courier/by hand to the DIGP G.C, CRPF, Durgapur, Amravati, west Barddhaman, Durgapur-713214 (W.B.). so as to reach on or before the scheduled time and date as mentioned in the schedule to the tender enquiry. Department is not responsible for any postal delay.

15. The contractor whose tender is accepted will be required to deposit PERFORMANCE GUARANTEE for an amount of equal to Three percent (3%) of the value of the contract within 15 (Fifteen) days from the date of commencement of contract or issue of work order whichever is earlier. Performance Guarantee may be furnished in the form of Account payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from a commercial bank in an acceptable form, drawn in favour of DIGP G.C, CRPF, Durgapur, Amravati, west Barddhaman, Durgapur-713214 (W.B.). [Bankers: SBI, payable at SBI Main Branch Durgapur. Performance Guarantee should remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligation of the contractor including warranty obligations if any. In case the contractor fails to deposit the performance Guarantee within the stipulated period including extended period if any, this dept. will take appropriate steps against the contractor.

16. Intending bidders are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their bids as to the nature of the ground and sub soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice with terms & conditions mentioned there in, all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc will be issued to him by the government and location conditions and other factors having a bearing on the execution of the work.

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

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

19. The competent authority on behalf of President of India reserves to himself the right or accepting the whole or any part of the bid and the bidder shall be bound to perform/provide the same at the rate quoted by him/accepted by the department.
20. The bid for the work shall remain open for acceptance for a period of 90 days from the date of opening of the bid and rate of accepted bid shall remain valid during the proposed contractual period including extension period if any. If any bidder withdraws his bid before the said period or issue of letter of acceptance whichever is earlier or makes any notifications in the terms and conditions of the bid which are not acceptable to the department, then the government shall, without prejudice to any other right or remedy, is at liberty to take necessary action. Further the bidder shall not be allowed to participate in the re-bidding process of the work.
21. The workmen engaged by the contractor/agency shall be at their own risk and in case of any untoward, incident, mishap the contractor/agency will be liable for such risks and the department will not be held responsible in any way for such mishap and untoward incidents.
22. The officer inviting bid or his duly authorized assistant will open bid in the presence of intending contractors who may be present at the time opening.
23. The contractor submitting the tenders against the subject tender enquiry are informed that all relevant details with reference to the tender enquiry stipulations are clearly responded to. In case any of the tender enquiry stipulation are not clearly stated to or replied to by any of the contractor, no repeat no clarifications will be sought from the concerned firm and its offer will be rejected out rightly.
24. Bidders who have past experience of the above work as per T/E specification should furnish their performance statement attached as “**Appendix-D**”. In case, it is found that information furnished is incomplete or incorrect, their tender will be liable to be ignored.
25. Rejection/Cancellation/Scrap:-The Competent Authority has 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.
26. Termination of contract on death of contractor :- Without prejudice to any of the right or remedies under this contract, if the contractor dies, the **Competent Engineering Authority(CEA) of CRPF** with the recommendation of DIGP G.C, CRPF, Durgapur 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, **Competent Engineering Authority(CEA) of CRPF** with the recommendation of DIGP G.C, CRPF, Durgapur, is satisfied that the legal representative of the individual for the proprietary concern or the surviving partners are capable of carrying out and completing contract, the **Competent Engineering Authority(CEA) of CRPF** with the recommendation of DIGP G.C, CRPF, Durgapur, is entitled to cancel the contract for the uncompleted part without being in any way liable for any compensation payment to the estate of deceased contractor or to the surviving partners of the contractor’s firm on account of the cancellation of contract. The decision of the **Competent Engineering Authority(CEA) of CRPF** with the recommendation of DIGP G.C, CRPF, Durgapur, in such assessment shall be final and binding on the parties. In the event of such cancellation the **Competent Engineering Authority(CEA) of CRPF** with the recommendation of DIGP G.C, CRPF, Durgapur shall not hold the estate of deceased contractor and/or the surviving partners of the contractor’s firm liable for any damages for non-completion of contract.
27. If the Bidder want to mention any specific condition, it should be mentioned on the covering/forwarding letter in firm’s letter head only which will be placed on the first page of the bid. Such condition mentioned in any other document shall not be given any consideration.

Signature of Bidder

II. TERMS & CONDITIONS OF TENDER ENQUIRY:-

1	Terms of price	<p>1.1 <u>Price should be quoted only as per price bid format/B.O.Q provided along with tender documents at e-procurement site http://eprocure.gov.in/eprocure/app.</u> The price bid in B.O.Q format/template should not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for the tender. Bidders are allowed to enter the bidder name and values only. No price bid is required to be submitted with offline bid documents under technical bid.</p> <p>1.2 The lowest bidder will be decided on overall rate of entire work instead of item (category) wise. Rates quoted by the bidder must be inclusive of applicable G.S.T (Goods and Services Tax) and all other charges if any but excluding EPF & ESI Contributions on the part of employer as applicable against the contract with F.O.R (Site of work) at Office of The DIGP G.C, CRPF, Durgapur, Amravati, West Barddhaman, Durgapur-713214 (W.B.).</p> <p>1.3 The E.P.F & E.S.I contributions on the part of employer in respect of the contract shall be paid by the contractor to concerned department well in time. These contributions on the part of the employer, paid by the contractor, shall be reimbursed by this department on actual basis and on production of receipt of the concerned department, at the time of claim bill it is required to produce documentary evidences to the concerned authority, violation of which even can end with termination of contract.</p>
2	Payment terms	<p>2.1 Works/Services category wise as per schedule to tender are to be provided as RA/Final Bill produced by the contractor and verified by component authority of the department will be provided on <u>credit basis and E.C.S payment will only be made through RPAO CRPF, Kolkata (W.B)</u> after satisfactorily completion of work as per specification, on production of bill in triplicate, bank mandate form, cancelled cheque and <u>an undertaking in firm's letter head</u> No interest will be payable on delayed payment.</p> <p>2.2 While making payment TDS under section 194 (C) of I/Tax Rule 1961 and CGST & SGST Act'2017 if any applicable will be deducted from the bill amount before release payment.</p> <p>2.3 No payment will be made for the contract till producing registration and payment for labours in EPFO & ESIC.</p> <p>2.4 Payment cannot be made in advance or immediately.</p>
3	Tender fees [Non refundable]	Nil
4	Earnest Money Deposit	4.11 Bidder should submit "Bid security declaration".
5	Performance guaranty, security deposit clause	<p>5.1 The successful contractor shall have to deposit a Performance Guarantee equivalent to 3% of the contract value of the work within 07 (Seven) days from the date of commencement of contract or issue work order whichever is earlier for due performance, failure on the part of the firm to deposit the Performance Guarantee within stipulated time empowers the competent authority to cancel the contract.</p> <p>5.2 The Performance Guarantee submitted by the supplier will remain valid at least for 60 days beyond the date of completion of all contractual obligations of the contractor including warranty obligations.</p> <p>5.3 The Performance Guarantee can be deposited in any of the following alternative forms:</p> <p style="margin-left: 40px;">a) A crossed bank draft drawn in favour of The DIGP G.C, CRPF, Durgapur, Amravati, west Barddhaman, Durgapur-713214 (W.B.). [Bankers: SBI, Payable at SBI main branch Durgapur].</p> <p style="margin-left: 40px;">b) Fixed deposit receipt drawn in favour of The DIGP G.C, CRPF, Durgapur, Amravati, west Barddhaman, Durgapur-713214 (W.B.). [Bankers: SBI, Payable at SBI main branch Durgapur]. An irrecoverable bank guarantee of any nationalized/ scheduled bank or reputed commercial bank in the attached format as at Annexure 'B'</p>

		<p>5.4 If the contractor fails to provide required services as per schedule from the contract commencement date and places requests for extension of time, he shall submit an undertaking on Non judicial stamp paper of Rs. 10/- only duly attested by the Notary Public stating that the Performance Guarantee has already been extended for sixty days beyond the guarantee/warranty period of the contract.</p> <p>5.5 The Performance Guarantee shall be withheld or forfeited in full or part in case the work order is not executed/complied satisfactorily within the stipulated period or requisite standard within the guarantee period is not undertaken to the best satisfaction of the user/department.</p> <p>5.6 Performance Guarantee will be returned to the bidder only after end of all contractual obligations.</p>														
6.	System of bidding	<p>6.1 Bids are required to be submitted in two bid system i.e. technical & financial bid separately.</p> <p>6.2 In technical bid, the bid documents as per below mentioned details are required to be submitted only on CPPP in http://eprocure.gov.in/eprocure/app. Certain documents which are also mentioned below are required to be submitted in original manually and to be dropped in tender box at Office of The DIGP G.C, CRPF, Durgapur, Amravati, west Barddhaman, Durgapur-713214 (W.B.). in a sealed envelope through by hand/registered post.</p> <p>6.3 <u>The composite bid i.e. rate indicating in the technical bid "OPENLY" shall be ignored and bid will be rejected summarily.</u></p> <p>6.4 <u>Price should be quoted only as per price bid (financial bid) format/B.O.Q provided along with tender documents at e-procurement site http://eprocure.gov.in/eprocure/app. No price bid is required to be submitted with offline bid documents under technical bid.</u></p>														
7.	Method of submission of bid.	<p>7.1 All bidders are required to submit their offer in two bid system i.e. technical & financial bid separately. <u>The composite bid i.e. rate indicating in the technical bid "OPENLY" shall be ignored and bid will be rejected summarily.</u></p> <p>First Cover (Technical bid):-</p> <p>7.2 The submission of technical bid will be entertained only online in e-procurement website. The tender enquiries duly filled in all aspects and having completed all applicable formalities along with scanned copy of required documents as per below mentioned details may be submitted online through CPP Portal as well as original as required and mentioned below be sent in sealed envelope duly superscripted with tender enquiry number, Name of Work and date of opening by registered post/speed post duly stamped or by courier/by hand to The DIGP G.C, CRPF, Durgapur, Amravati, west Barddhaman, Durgapur-713214 (W.B.). so as to reach on or before the scheduled time and date as mentioned in the schedule to the tender enquiry. Department is not responsible for any postal delay.</p>														
		<p>7.3 Details of documents required to be furnished/submitted by all the bidders in technical bid for participating in the bidding process are as under-</p> <p>a) Documents (Legible scanned copy and duly signed) required to be submitted online in CPPP under technical bid:-</p> <table border="1"> <tr> <td>1.</td> <td>All pages of the tender documents duly completed in all respect duly signed by the authorized signatory of the firm/contractor under the seal.</td> </tr> <tr> <td>2.</td> <td>Tender acceptance letter as per "Appendix-C" of Tender Enquiry (In firm's letter head)</td> </tr> <tr> <td>3.</td> <td>Receipt of original EMD by Tender Inviting Authority. (As per schedule to tender).</td> </tr> <tr> <td>4.</td> <td>Copy of valid Trade license.</td> </tr> <tr> <td>5.</td> <td>Copy of Civil Contractor License / registration certificate of CPWD /PWD /MES or any Govt. registered contractor who has done similar nature of civil works with appropriate class for central / state Govt./PSU.</td> </tr> <tr> <td>6.</td> <td>Copy of registration certificate under GST Act & PAN Card.</td> </tr> <tr> <td>7.</td> <td>Past performance of last three years/experience for similar works in Govt. department in terms of Modified OM No. DG/MAN/261 dated 18/02/2013. Non CPWD registered contractors shall have to fulfil the criteria of satisfactory execution of works as given below :- (i) Three similar works, each of value not less than 40% of the estimated cost put to tender, or</td> </tr> </table>	1.	All pages of the tender documents duly completed in all respect duly signed by the authorized signatory of the firm/contractor under the seal.	2.	Tender acceptance letter as per "Appendix-C" of Tender Enquiry (In firm's letter head)	3.	Receipt of original EMD by Tender Inviting Authority. (As per schedule to tender).	4.	Copy of valid Trade license.	5.	Copy of Civil Contractor License / registration certificate of CPWD /PWD /MES or any Govt. registered contractor who has done similar nature of civil works with appropriate class for central / state Govt./PSU.	6.	Copy of registration certificate under GST Act & PAN Card.	7.	Past performance of last three years/experience for similar works in Govt. department in terms of Modified OM No. DG/MAN/261 dated 18/02/2013. Non CPWD registered contractors shall have to fulfil the criteria of satisfactory execution of works as given below :- (i) Three similar works, each of value not less than 40% of the estimated cost put to tender, or
1.	All pages of the tender documents duly completed in all respect duly signed by the authorized signatory of the firm/contractor under the seal.															
2.	Tender acceptance letter as per "Appendix-C" of Tender Enquiry (In firm's letter head)															
3.	Receipt of original EMD by Tender Inviting Authority. (As per schedule to tender).															
4.	Copy of valid Trade license.															
5.	Copy of Civil Contractor License / registration certificate of CPWD /PWD /MES or any Govt. registered contractor who has done similar nature of civil works with appropriate class for central / state Govt./PSU.															
6.	Copy of registration certificate under GST Act & PAN Card.															
7.	Past performance of last three years/experience for similar works in Govt. department in terms of Modified OM No. DG/MAN/261 dated 18/02/2013. Non CPWD registered contractors shall have to fulfil the criteria of satisfactory execution of works as given below :- (i) Three similar works, each of value not less than 40% of the estimated cost put to tender, or															

	<p>(ii) Two similar works, each of value not less than 60% of the estimated cost , or (iii) One similar work of value not less than 80% of the estimated cost, all amounts rounded off to a convenient full figure, in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited. [If yes, Tenderers should give their past performance in the specified format given in the Tender documents (Appendix-D)]</p>
	8 Details of documents regarding last 03 years ITR returns or certificate of the firm.
	9 Copy of last G.S.T return of the firm.
	10 Partnership Agreement of the firm if the firm is a partnership firm. (If no papers submitted with the bid it will be assumed that the firm is a Single Proprietary and will held responsible if found false in laterstage)
	11 Specific Information as asked for as per Appendix-‘E’
	12 Check list as per Appendix-‘F’ after showing compliance.
	13 Any other relevant documents which the firms wish to submit as a part of offer.
	<p>b) Documents required to be submitted in original manually and to be dropped in tender box at Office of The DIGP G.C, CRPF, Durgapur, Amravati, west Barddhaman, Durgapur-713214 (W.B.) duly sealed under technical bid:-</p> <ol style="list-style-type: none"> 1 <u>Tender acceptance letter (In firm’s letterhead)</u> 2 <u>Bid security declaration</u> <p>7.4 On due date & time, the technical bid will be opened and evaluated by the appropriate committee. Bids which will be accepted in technical bid evaluation stage will be considered for opening of financial bid. No financial bid will be opened in respect of bids which are technically disqualified.</p>
8.	<p>Eligibility criteria of Contractor</p> <p>8.1 The Bidder should be a CPWD /PWD /MES /Any other Govt. Organizations registered/enlisted contractor for similar works.</p> <p>8.2 The enlistment of the contractors should be valid on the last date of submission of tenders. In case only the last date of opening of tender is extended, the enlistment of contractor should be valid on the original date of opening of tenders. A copy of Registration Certificate/Trade License issued by CPWD /PWD /MES /Any other central/state Govt Organizations is mandatory to submit with the tender documents by the Bidder (s). In case validity of enlistment/registration/trade licence expired and the concerned firm has been applied for renewal to the concerned department or ministry, the relevant documents of such renewal application along with undertaking of the firm should be essentially submitted with their bid.</p>

Signature of Bidder

CONTRACTOR'S LABOUR REGULATIONS

Short Title:

1. These regulations may be called the "Contractors" Labour regulations'.
2. If these regulation, unless otherwise expressed or indicated the words and expressions shallhavethemeaningherebyassignedtothemrespectivelythat istosay.
 - (i) "Labour" means worker employed by the Corporation's contractor directly or indirectlythroughasubcontractoror otherpersonsor byanagentonhisbehalf.
 - (ii) "Fair Wages" means wages whether for time or piece work notified at the time of inviting Tenders for work and where such wages prescribed by the Government of India in the Ministry of Labour and Employment vide SO No.1917 published in the GazetteofIndia.ExtraordinaryPart11Section(3)subsection(ii)dated19.5.1969.
 - (iii) "Contractor" shall include every person whether a sub-contractor or head man or agent employing labour on the work taken on contract.
 - (iv) "Wages" shall have the same meanings as defined in the payment of Wages Act and include time and piece rate wages.
- 2a. Normally working hours of an adult employee should not exceed 8 hours a day; the working day shall be so arranged that inclusive of interval for rest, if any it shall not spread even more than 12 hours on any day.
- 2b. When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages.
- 2c. Every worker shall be given a paid weekly holiday normally on Sunday in accordance withthe provisionsof minimumwages(centralrules,1960asamended from time to time irrespective of whether such worker is governed by the Minimum Wages Act 1948 or not).
3. Display of Notice regarding Wages etc. The contractor shall:
 - (a) Before the commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the work, Notice in English and in the local Indian Language spoken by the majority workers, giving the rate of wages which have been certified by the Executive Engineer, Regional Labour Commissioner, as fair wages and the hours of work for which such wages are earnedand
 - (b) Send a copy of such Notices to the certifying officer.
4. Payment of wages
 - (i) Wages due to every worker shall be paid to him direct.
 - (ii) All wages shall be paid in current coin or currency or in both.
 - (iii) Arrears claimed after 3 months after the completion of work shall not been tertained.
5. Fixation of Wage Period (i) The contractor shall fix the wage period in respect of which the wages shall bepayable.

The minimum daily rates of wages fixed under Notification of Government of India in theMinistryofLabourandEmploymentS.O.1971dated19thMay,1969areinclusiveof wagesforweeklydayofrestandthequestionofextrapaymentforweeklyholidaywould notarise.

- (i) No wage period shall exceed one month.
- (ii) Wages of every worker employed on the contract shall be paid (a) in case of establishment in which wage period is one week within 3 days from the end of the wages period and (b) in the case of other establishments before the expiry of the 7th day or10thday from the end of the wage period according as the number of workers employed in such establishments does not exceed 1000 or exceeds 1000.
- (iii) When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the day exceeding the one on which his employment isterminated.
- (iv) All payment of wages shall be made on a working day except when the work is completed before the expiry of wage period; in which case final payment shall be made within48hoursofthelastworkingdayatworksitendduringtheworkingtime.

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

6. Wage Book and Wage Slips etc.:-

- (i) The contractor shall maintain a Wage Book of each worker in such form as may be convenientatthepaceofwork,butthesameshallincludethefollowingparticulars.
 - (a) Name of theworker

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

SAFETY CODE

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

material which is injurious to the eyes shall be provided with protective goggles.

- (c) Those engaged in welding works shall be provided with welder's protective eye shields.
- (d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- (f) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting the following precautions should be taken.
- (g) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
- (h) Suitable face masks should be supplied for use by the workers when paint applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- (i) Overalls shall be supplied by the contractors to the Workmen and adequate facilities shall be provided to enable the working painter to wash during the course of work.
- (j) When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue at any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- (k) Use of hoisting machine and tackle including their attachments anchorages supports shall be conform to the following standards or conditions:
 1. (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
 - (b) Every rope used in hoisting or lowering, materials or any means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 2. In case of departmental machines, the safe working load shall be notified by THE DIGP, G.C CRPF, DURGAPURA regarding contractor's machines the contractor shall notify the safe working load of the machine to The **Competent Engineering Authority (CEA) of CRPF** whenever he brings any machinery to site of work and get it verified by **Competent Engineering Authority (CEA) of CRPF**.
- (viii) 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 and to minimize; the risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installations which are already energized insulting mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- (xi) All scaffolds, ladders and safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- (xi) These safety provisions should be brought to the Notice of all concerned by display on a Notice board at prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- (xii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangement made by the contractor shall be open to inspection by the Labour Officer department or their Representatives. Notwithstanding the above clauses from (i) to (xii) there is nothing in these to exempt the contractor from the operations of any other Act or rule in force in the Republic of India.

ADDITIONAL CONDITIONS

1. The contractors are advised to get acquainted with the proposed work and its site and also study the 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 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.

3. 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.

4. 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.

5. Statutory deductions on account of GST, VAT, income tax and surcharge as applicable shall be made from the gross amount of the bill.

6. 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.

7. 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.

8. 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.

9. 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.

10. The contractor shall be fully responsible for the safe custody of the material issued or brought by him to site for doing the work.

Testing of materials:-

11. 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 2009 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.

12. 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.

13. The order of preference in case of any discrepancy as indicated in condition no. under "Conditions of contract" given in the General Conditions of contract for CPWD work 2019 form may be read as the following:

- a) Description of Schedule of quantities.
- b) Additional Specification's and special conditions, if any.
- c) Contract clauses of General conditions of contract for C. P.W.D. works 2019 form.
- d) CPWD/MES Specifications.
- e) Drawings.
- f) Indian Standard Specifications / BIS
- g) Sound engineering practice.

14. 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.

15. 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.

16. The contractor will not have any claim in case of any delay by The Office of The DIGP G.C, CRPF, Durgapur, 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.

17. The malba/garbage generated at site due to construction activities shall be removed from the site immediately & shall be disposed-off by the contractor to the approved dumping site identified by the Site In Charge. The surplus soil / earth shall be disposed of as per the directions of site In-Charge separately.

18. The contractor shall clean the site thoroughly of scaffolding materials, rubbish, equipment's left out of his work and dress the site around the building to the complete satisfaction of the site-in-charge before the work is treated as completed.

19. 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.

20. The prospective Bidder should visit the site and acquaint themselves of the conditions existing, restrictions in movement/working hours/security aspects/conditions of the contract. No complaints of losses of labour items of work not included in the scope of work, variation etc., will be entertained at a later date. The prospective Bidder should have adequate past experience in handling similar works.

21. The contractor shall employ qualified/trained/skilled personnel against the contractual work as specified in tender enquiry and will provide the working tools of standard ISI quality with safety precautions.

22. The strength of workmen, store as well as tools & plants as necessary to be deputed against contract of the tender enquiry shall be as per details (schedule quantities) mentioned in "**Appendix-B**".

23. The Work Timing of required work shown in tender enquiry can be changed if desired by the **Competent Engineering Authority(CEA) of CRPF** or by his authorized representative during the contractual period and the successful Bidder shall be bound to provide the same service in changed timing in the same rate quoted during the bid submission.

24. The contractor shall be responsible for setting all claims and indemnify the department against any claims arising out of any accidents to the workmen, loss of working tools and/or other material etc.

25. The engaged Workmen (Electrician-Wireman) will carry out the following tests periodically or when directed by the competent authority or by his authorized representative.

- a) Earth Test
- b) Insulation resistance test.

26. The contractor shall bound to maintain the workmen attendance register, complaint booking register for each category of the services against the contract, site order book, hindrance register, log book (if any) and inspection registers in a neat and presentable manner as per the proforma decided by the competent authority which shall be got invariably signed by the A.C Building/Building S.O at a regular interval. All the above forms are part of the office record. However a copy of the attendance can be handed over to the contractor for the purpose of disbursement etc.

27. The contractor shall note & ensure that the work should be taken up by his engaged workmen in its true spirit therein promptness, punctuality and professionalism are of utmost significance and which cannot be compromised upon. The workmen employed on the job shall be of polite in nature and well mannered. In case it is observed that one or more workmen are felt to impolite or badly behaved, the competent authority or his authorized representative will be authorized to issue notices to the contractor in writing directing immediate replacement such workmen.

28. This contract can be terminated by the competent authority without assigning any reasons by giving a notice of a period of **one month** at any time during the period of contract. No claim for any compensation will however be entertained on such termination prior to the expiry of stipulated period of contract.

29. No travelling allowance, overtime allowance, dearness allowance, transport facilities etc., shall be paid/provided to the engaged workmen for carrying out their job against the contract as per

tender enquiry. These are deemed to be included within the quoted rates.

30. The contractor shall be responsible for payment of minimum wages to each worker employed by him. The contractor should ascertain the rate of current minimum wages as per Ministry of Employments, G.O.I before quoting bid against tender enquiry.

31. The Contractor has to remove/replace the **erring staff** employed by him if they misbehave, refuse to do the work related to the contract as per the instructions of the Department. The decision of the **Competent Engineering Authority(CEA) of CRPF** will be final & binding in this regard to all concerned.

32. **Utmost care shall** be taken to avoid any accident/damage etc. if any accident/ injury occurred to the workmen in course of duty, the sole responsibility rest with the Contractor, the Department is no way responsible to such accident/injury, and **no claim for any kind of compensation will be entertained.**

33. The **abnormal defects** noticed in the buildings or other installations and systems during attending complaints shall be brought to the notice of the A.C. Building/Building S.O., WBS HQr CRPF promptly in order to avoid break down. It is the responsibility of the contractor to ensure it.

34. **No repeat no tips** will be demanded/ accepted by the workmen on providing their services in various residential and non-residential buildings. Such cases will be viewed seriously and the Contractor will be squarely held responsible for such misconduct by their engaged workmen.

35. All the workmen engaged for the work shall be **group insured** by the contractor during the period of contract. In case, the contract is extended beyond the period stipulated in the agreement, the contractor shall extend the group insurance for the extended period of contract.

36. The contractor shall strictly follow security instructions/standing order as directed by the Commandant **Competent Engineering Authority(CEA) of CRPF** . He shall follow all local bylaws/ labour regulations as prescribed by Central/ State Government.

37. **The contractor and/or his engaged workmen should not remove/disturb/dislocate the existing installation and its parts from its locations until and unless it is authorized by the competent authority.** The entire installation should be intact at any time of inspection and as handed over to his engaged workmen at the time of initial taking over for its maintenance and operation. Utmost care should be taken to not to damage, improper handling etc. The contractor shall be responsible for any damage or theft and shall have to make good to its original shape and description as and when damage/theft etc., takes places/is noticed due to carelessness of his engaged workmen.

38. Payment will be made with producing of RA/Final bill by the contractor and verified by the component authority and codal formalities. Proper disbursement record should be kept in this regard and produce to the department on demand.

39. Immediate after award of the work, the contractor shall, submit the list of persons to be employed on the job, along with their government issued photo identity card, present and permanent address details, contact no in firm's letter head and relevant certificate of trade and experience (if any or specifically asked for as per clause of T/E). The whole process needs to be carried out to the entire satisfaction of the competent authority or designated staff by him.

40. Electrician engaged by the contractor for the work purpose must hold an authorized & valid wireman license from the appropriate Govt. Authority along with having at least two years work experience with any Govt. or Govt. undertaking organization.

41. Bidder should agree with the condition of CPWD Works Manual & GCC with up to date amendments.

CLAUSES OF CONTRACT

CLAUSE 1: (Performance Guarantee):

(i) The contractor shall submit an irrevocable Performance Guarantee of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not with standing and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) 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. 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.

(ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, 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.

(iii) (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

Clause 1A: 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. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. 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 1 and 1A

CLAUSE 2: (Compensation for Delay): (Applicable)

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified.

(i) Compensation @ 1.5 % per month of delay for delay of work to be computed on per day basis.

CLAUSE 2A: Incentive for early completion: (Not applicable)

In case, the contractor completes the work ahead of updated stipulated date of completion considering the effect of extra work (to be calculated on pro-rata basis as cost of extra work X stipulated period/tendered cost), a bonus @ 1% (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F'.

CLAUSE 5: Time and Extension for Delay:(Authority will decide)

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

CLAUSE 7: Payment on Intermediate Certificate to be regarded as Advances:(Not applicable)

No payment shall be made for work, estimated to cost Rs. Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer- in-Charge, the period of ten working days will be extended to fifteen working days. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor provided the bill submitted by the contractor found to be in order, a simple interest @ 7.5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis. All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in anyway powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract. Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority. The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

CLAUSE 7A :Payments in composite Contracts: (Not Applicable)

In case of composite tenders, running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor. In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the

written complaint of contractor associated for such minor component, Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Engineer-in-charge of major or minor component from the next R/A/ final bill due to main contractor as the case may be.

CLAUSE 8A: Contractor to Keep Site Clean: (Applicable)

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor.

CLAUSE 10A: Materials to be provided by the Contractor: (Applicable)

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government. The contractor shall, at his own expense and without delay, supply to the Engineer-in- Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in- Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received. The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access. The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor. The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

CLAUSE 10B: Mobilization advance : (Not applicable)

(ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in- Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer in- Charge in this behalf. The second and subsequent installments shall be released by the Engineer- in- Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge. Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond from Scheduled Bank for the amount equal to 110% of the amount of advance and valid for the contract period. This (Bank Guarantee from Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery. Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in 'Schedule F'.

CLAUSE 10C: Payment on Account of Increase in Prices/Wages due to Statutory Order(s): (Not applicable)

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer in- Charge's stores in accordance with Clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of

the contract without any action under clause 2, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price/wages prevailing at the time of updated stipulated date of completion considering effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered amount). If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in- Charge's stores in accordance with Clause 10 thereof) and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), Government shall in respect of materials incorporated in the works (excluding the materials covered under Clause 10CA and not being material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 hereof) and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. Engineer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in- Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply. For this purpose, the labour component of the work executed during period under consideration shall be the percentage as specified in Schedule F, of the value of work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.

CLAUSE 10CA: Payment due to variation in prices of materials after receipt of tender:(Not applicable)

If after submission of the tender, the price of materials specified in Schedule F increases/ decreases beyond the base price(s) as indicated in Schedule F for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of Contract including the justified period extended under the provisions of Clause 5 of the Contract without any action under Clause 2. However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost). The increase/decrease in prices of cement, steel reinforcement, structural steel and POL shall be determined by the Price indices issued by the Director General, CPWD. For other items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement, structural steel and POL shall be as issued under the authority of Director General CPWD applicable for Delhi including Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal chief Engineer and as indicated in Schedule 'F'. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed. The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material:- Adjustment for component of individual material

$$V = P \times Q \times (CI - CI_0) / CI_0$$

where,

V = Variation in material cost i.e. increase or decrease in the amount of rupees to be paid or recovered.

P = Base Price of material as issued under authority of DG, CPWD or concerned Zonal Chief Engineer and as indicated in Schedule "F".For Projects and Original Works

Q = Quantity of material brought at site for bonafide use in the works since previous bill excluding any such quantity consumed in the deviated quantity of items beyond deviation limit and extra /substituted item, paid/to be paid at rates derived on the basis of market rate under clause 12.2.For Maintenance Works

Q = Quantity of material brought at site for bonafide use in the works since previous bill including any such quantity consumed in the deviated quantity of items beyond deviation limit paid at agreement rate and extra /substituted item being scheduled items, but excluding non-schedule extra /substituted item paid/to be paid at market rate under clause 12.2.

CI₀ = Price index for cement, steel reinforcement bars structural steel and POL as issued by the DG, CPWD and corresponding to the time of base price of respective material indicated in Schedule 'F'. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding to the time of base price of respective material indicated in Schedule 'F'.

CI = Price index for cement, steel reinforcement bars, structural steel and POL as issued under the authority of DG, CPWD for period under consideration. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce. Note: (i) In respect of the justified period extended under the provisions of

clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/ tendered cost) shall be considered. Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of Materials covered in this Clause.

(ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.

(iii) Cement mentioned wherever in this clause includes Cement component used in RMC brought at site from outside approved RMC plants, if any.

(iv) The date wise record of ready mix concrete shall be kept in a register and the cement consumption for the same shall be calculated accordingly.

(v) If built-up steel items are brought at site from workshop, then the variation shall be paid for the structural steel up to the period when the built up item/finished product is brought at site.

CLAUSE 10 CC: Payment due to Increase/Decrease in Prices/Wages (excluding materials covered under clause 10 CA) after Receipt of Tender for Works: (Not applicable)

If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost). No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following

Provisions:-

(i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.

(ii) The cost of work on which escalation will be payable shall be reckoned as below:

(a) Gross value of work done up to this quarter: (A)

(b) Gross value of work done up to the last quarter: (B)

(c) Gross value of work done since previous quarter (A-B) (C)

(d) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) fresh paid in this quarter: (D)

(e) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) recovered in this quarter: (E)

(f) Full assessed value of Secured Advance for which escalation Payable in this quarter (D-E): (F)

(g) Advance payment made during this quarter: (G)

(h) Advance payment recovered during this quarter: (H)

(i) Advance payment for which escalation is payable in this Quarter (G-H): (I)

(j) Extra items/deviated quantities of items paid as per Clause 12

Based on prevailing market rates during this quarter: (J)

Then, $M = C + F + I - J$

$N = 0.85 M$

(k) Less cost of material supplied by the department as per Clause 10 and recovered during the quarter (K)

(l) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter (L)

Cost of work for which escalation is applicable:

$W = N - (K + L)$

(iii) Components for materials (except cement, reinforcement bars, structural steel, POL or other materials covered under clause 10 CA) labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

(iv) The compensation for escalation for other materials (excluding cement, reinforcement bars, structural steel, POL or other materials covered under clause 10 CA) shall be worked as per the formula given below:-

(a) Adjustment for civil component (except cement, structural steel, reinforcement bars, POL and other materials covered under clause 10CA) / electrical component of construction 'Materials'

$V_m = W \times (X_m/100) \times (M_i - M_{i_0})/M_{i_0}$

V_m = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of Work done worked out as indicated in sub-Para (ii) of Clause 10CC.

X_m = Component of 'materials' (except cement, structural steel, reinforcement bars POL and other materials covered under clause 10CA) expressed as percent of the total value of work.

MI = All India Wholesale Price Index for civil component/electrical component*of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weight ages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorated basis only as cost of extra work x stipulated period/tendered cost, shall be considered.)

MI₀ = All India Wholesale Price Index for civil component/electrical component*of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group items.

***Note:** relevant component only will be applicable.

(v) The following principles shall be followed while working out the indices mentioned in Para

(iv) above. (a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the Assistant Engineer/ date of submission of bill finally by the contractor to the department in case of computerized measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

(b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.

(vi) The compensation for escalation for labour shall be worked out as per the formula given below:-

$$VL = W \times (Y/100) \times (LI - LI_0)/LI_0$$

VL : Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.

W : Value of work done, worked out as indicated in sub-para (ii) above.

Y : Component of labour expressed as a percentage of the total value of the work.

LI : Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorated basis only as cost of extra work x stipulated period/tendered cost, shall be considered.)

LI₀: Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

(vii) The following principles will be followed while working out the compensation as per sub para

(vi) Above.

(a) The minimum wage of an unskilled male mazdoor mentioned in sub-para

(b) (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.

(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in Subsequent quarters;

(c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

(viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC

shall mutatis mutandis apply, provided that:

(a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.

(b) the Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the contractor.

(ix) Provided always that:-

(a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.

(b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.

Note: Updated stipulated date of completion (period of completion plus extra time for extra work for compensation under clause 10C, 10CA and 10CC, the factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra time shall not be considered while calculating the updated stipulated date of completion for this purpose

in clause 10C, clause 10CA, and clause 10CC.

CLAUSE 11: Work to be executed in Accordance with Specifications, Drawings, orders etc.: (Applicable)

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE 12: Deviations/ Variations Extent and Pricing: (Authority will decide)

The authority shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the authority and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The completion cost of any agreement for Maintenance works including works of up gradation, aesthetic, special repair, addition/ alteration shall not exceed 1.25 times of Tendered amount.

12.2 Deviation, Extra Items and Pricing: (Component Authority will decide)

A. In the case of extra item(s) (items that are completely new, and are in addition to

the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within prescribed time limit of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

B. For Maintenance works including works of up gradation, aesthetic, special repair, addition/ alteration: In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

B. For Maintenance works including works of up gradation, aesthetic, special repair, addition/ alteration: In case of decrease in the rates prevailing in the market of items for the work in excess of the limits laid down in Schedule F, the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

12.5 (Not applicable)

For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:

(i) For Buildings : All works up to 1.2 meters above ground level or up to floor 1 level whichever is lower.

(ii) For abutments, piers and well staining : All works up to 1.2 m above the bed level.

- (iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/ tanks and other elevated structures : All works up to 1.2 meters above the ground level.
- (iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2metres above the ground level.
- (v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
- (vi) For Roads, all items of excavation and filling including treatment of sub base.

CLAUSE 16: Action in case Work not done as per Specifications:(Applicable)

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the Engineer-in-charge or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except roadwork) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in- Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default. In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

Clause 17 : 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.

CLAUSE 18: Contractor to Supply Tools & Plants etc.:(Applicable)

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the

requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 19: Labour Laws to be complied by the Contractor: (Applicable)

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building another Construction Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A: (Applicable)

No labour below the age of fourteen years shall be employed on the work.

CLAUSE 19C: (Applicable)

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D: (Applicable)

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-

- (1) The number of labourers employed by him on the work,
- (2) Their working yours,
- (3) The wages paid to them,
- (4) The accidents that occurred during the said for night showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them. Failing which the contractor shall be liable to pay to Government, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor; the amount levied as fine and be binding on the contractor.

CLAUSE 19 L: (Applicable)

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether

temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.

CLAUSE 20: Minimum Wages Act to be complied with: (Applicable)

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.

CLAUSE 36: Employment of Technical Staff and employees: (Applicable)

Contractors Superintendence, Supervision, Technical Staff & Employees

(i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract. The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from

Engineer-in-charge and shall be available at site before start of work. All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all

stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as afore said shall be provided in event of absence of any of the representative(s) by more than two days. If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (nonrefundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measure men recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work. The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 39: Termination of Contract on death of contractor: (Applicable)

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Divisional Officer on behalf of the President of India shall have the option of terminating the contract without compensation to the contractor.

SCHEDULES (A TO F)

SCHEDULE "A"

Schedule of quantities - As per Page –.... To.....

SCHEDULE "B"

Schedule of materials to be issued to the contractor.

S.No.	Description of item.	Quantity.	Rate in figures & words at which the material will issue be charged to the contractor	Place of
(1)	(2)	(3)	(4)	(5)

----- NIL -----

SCHEDULE "C"

Tools and plants to be hired to the contractor

S.NO.	DESCRIPTION.	HIRE CHARGES PER DAY	PLACE OF ISSUE
-------	--------------	-------------------------	----------------

----- NIL -----

SCHEDULE "D"

Extra schedule for specific requirements/ documents for the work, if any - NIL

SCHEDULE "E"

Reference to General Conditions of Contract:-

General Conditions of Contract for CPWD Works 2019 with upto-date amendments.

1.1 Name of Work:

Hiring of Man Power for Day to Day maintenance work of Electrical, water supply line, sanitary fittings and fixtures of Residential and Non – Residential Buildings at GC, CRPF, Durgapur (W.B)

1.2 Estimated Cost of work: -

Total Rs. 7,02,781.00

1.3 Earnest Money: -

Rs. 14,056.00 (02% of Estimated Cost.)

1.4 Performance Guarantee

3% of tendered value.

SCHEDULE "F":-

General Rules & Directions:-

Officer Inviting Tender: -

DIGP GC DURGAPUR

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 see below :-

Definitions :-

2(i)	Engineer-In-Charge Commandant Engineer	Estate Officer/ SZ Hqr. CRPF, Kolkata
2(ii)	Accepting Authority	Commandant Engineer SZ Hqr. CRPF, Kolkata
2(iii)	Maximum Percentage on cost of Materials and labour to Cover all overheads and Profits	15%
2(xi)	Standard Schedule of Rates 30/06/2021	As per Govt. of West Bengal Office of the Labour Commission. Dtd
2(xii)	Department	MHA/CRPF/WBS/ G.C CRPF, Durgapur.
9(ii)	Standard CPWD contract Form	CPWD form 8 & General Conditions of Contract for CPWD Works-2019 with upto-date correction slips.

Clause-1 :-

- (i) Time allowed for submission of Performance guarantee **Programme Chart (Time & Progress) and applicable labour licenses, Registration with EPFO, ESIC and BOCW welfare Board or proof of applying thereof** from the date of issue of letter of acceptance. 07 days
- (ii) Maximum allowable extension Beyond the period as provided in (i) above Will be decided by
Commandant Engineer
SZ Hqr. CRPF, Hyderabad

Clause-2 :- I Authority for fixing compensation Under clause-2. Applicable.

Clause-2A:-
I Whether clause-2A shall be Applicable Not applicable.

Clause-5:- Number of days from the date of issue of letter of acceptable for reckoning date of start. 07 days.

Time allowed for execution of work 06 Months

Authority to decide

- i. Extension of time Tender accepting authority with the recommendation of DIGP G.C CRPF, DURGAPUR
- ii. Shifting of Date of Start in Case of delay in handing over of site. Tender accepting authority with the recommendation of DIGP G.C CRPF, DURGAPUR

Clause-7 :- Not applicable

Clause-7A :- Whether Clause 7A shall be applicable Not applicable

Clause-8A :- Contractor to keep Site Clean Applicable.

Clause 10A: Materials to be provided by the Contractor Applicable.

Contribution of EPF & ESI by Contractor to wages Applicable

Clause-10-B (ii):- Whether clause 10-B (ii) shall be applicable Not applicable.

Clause-10C:- Payment on Account of Increase in Prices/ Wages due to Statutory Order(s). Not applicable.

Clause-10 CA:- Payment due to variation in prices of materials after receipt of tender Not applicable.

Clause-10-CC:- Payment due to Increase/Decrease in Prices /Wages (excluding materials covered under clause 10 CA) after Receipt of Tender for Works Not applicable.

Clause-11:- Specifications to be followed for execution of work C.P.W.D. Specifications 2009 Vol. I & II with upto date correction slips.

Clause-12:-
12.2 & 12.3 Deviation limit beyond which clause 12.2 & 12.3 shall apply If applicable.

or Building work. (The deviation may be allowed for the work already specified in original scope of Works)

12.5	Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation works	Not applicable.
Clause-16:-	Competent Authority for deciding reduced rates.	Estate Officer in consultation with Acceptance Officer
Clause-18:-		Applicable
Clause-19 :-	Labour Laws to be complied by the contractor	Applicable.
Clause-19A :-	No labour below the age of fourteen years shall be employed on the work".	Applicable.
Clause-19C :-		Applicable.
Clause -19D :-		Applicable.
Clause-19L :-		Applicable.
Clause-20 :-	Minimum wages act to be complied with.	Applicable.
Clause-39 :-	Termination of contract on death of contractor	Applicable.

Note :-All clauses are as per CPWD General Condition of Contract 2019.

DIGP GC DURGAPUR
(For and on behalf of the President of India)

BID DATA SHEET

1. Schedule of quantities (Enclosed)
2. Schedule of materials to be issued
To the contractor

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

3. Tools and plant to be hired to the contractor

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

4. Extra schedule for specific requirements documents for the work, if any:-

5. Name of Works :

Hiring of Man Power for Day to Day maintenance work of Electrical, water supply line, sanitary fittings and fixtures of Residential and Non – Residential Buildings at GC,CRPF, Durgapur (W.B)

6. Estimated cost of work : **Rs. 7,02,781.00**
7. Earnest Money : **Rs. 14,056.00 (2% of Estimated Cost)**
8. Performance Guarantee @3% of offered amount of tender to be deposited by a successful contractor/bidder before issuing a work order.
10. Officer inviting Tender :- DIGP, GC CRPF DURGAPUR (W.B)

Maximum percentage of quantity of item of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 and 12.3 as mentioned in CPWD, General Conditions of Contract.
11. Engineer in charge (Site In charge) : INSP/SI / Civil, GC CRPF, DURGAPUR
12. Accepting authority:- DIGP, GC CRPF DURGAPUR
13. Percentage on cost of materials and labours to coverall overheads and profits 15%
14. Department :- CRPF, Ministry of Home Affairs, Govt. of India.
15. Schedule of rates: On the basis of Minimum wages rate as per West Bengal state govt.
16. Time allowed for execution of work :-06 Month.
Reasonable extension of time: DIGP, GC CRPF, DURGAPUR
For completion of work: 06 Months.

Signature of Tender Form issuing officer

DIGP, GC, CRPF DURGAPUR

Signature of Tenderer

APPENDIX-'A'

NAME OF WORK:- Hiring of Man Power for Day to Day maintenance work of Electrical, water supply line, sanitary fittings and fixtures of Residential and Non – Residential Buildings at GC,CRPF, Durgapur (W.B)

a) Residential Buildings :-

SL. NO	NAME OF BUILDING	QTY
1.	TYPE-I	78
2.	SPL TYPE I	400
3.	TYPE-II	476
4.	TYPE-III	30
5.	TYPE-IV	20
6.	TYPE-V	04
7.	TYPE-VI	03
	TOTAL	1011

b) Non- Residential :

SL. NO	NAME OF BUILDING	QTY
1.	ADM BLOCK & MAIN OFFICE	01
2.	DIGP RANGE OFFICE	01
3.	STORE BUILDING	01
4.	QUARTER GUARD	01
5.	FWC BUILDING	01
6.	MEN'S CLUB WITH CANTEEN	01
7.	MEN'S BARRACK	08
8.	MT GARAGE & MT WORK SHOP	01
9.	BADMINTON COURT BUILDING	01
10.	OFFICER'S MESS	01
11.	SOS MESS & LINE	01
12.	HC'S MESS & LINE	01
13.	HOSPITAL	01
14.	GUARD ROOM OF GATE NO. 01 & 02	02
	TOTAL	22

Signature of Tender Form issuing officer

SD / - 23-06-2022

DIGP, GC, CRPF DURGAPUR

Signature of Tenderer

(Government of India, Ministry of Home Affairs)

GROUP CENTRE DURGAPUR, CENTRAL RESERVE POLICE FORCE, AMRAVATI, DURGAPUR, WEST
BARDDHAMAN, DURGAPUR-713214 (W.B).

e-Mail id – digblddpr@gmail.com

Tele / Fax No. : 03432960714

APPENDIX-‘B’

SCHEDULE OF WORK/QUANTITIES

NAME OF WORK:- Hiring of Man Power for Day to Day maintenance work of Electrical, water supply line, sanitary fittings and fixtures of Residential and Non – Residential Buildings at GC,CRPF, Durgapur (W.B)

SCHEDULE:- Electrical work and Plumbing work in residential and non-residential buildings for a period of 09 months.

Sl No	Description	Category	Number of Man Power	Duration for engagement of labours (in month)
1(a)	Electrician	Highly Skilled	01	09
1(b)	Electrician	Skilled	02	09
2	Plumber	Skilled	02	09

Note: a) The tenderer will mention/furnish the details of the number of personnel he proposes to employ for undertaking the maintenance of residential and non-residential buildings/ equipment of GC CRPF DPR as per appendix-A and also the amount payable /charged per individual(category wise)

SD / - 23-06-2022

DIGP, GC, CRPF DURGAPUR

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 enrolment/registration of the contractor/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
2)	Bidder should do the enrolment in the e-procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/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 enrolment/registration.
4)	Then the Digital Signature Certification (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/n-Code/e-Mudra of any Certifying Authority recognized by CCA India on e-Token/Smart Card, 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 clarification, this may be obtained online through the tender site or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
9)	Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by giving the password of the e-Token/Smart Card 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, the 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 from 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 is any clarification, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
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 Bid Security Declaration 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 instruction 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 details of the DD/any other accepted instructions, 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.
19)	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.
20)	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.
21)	If the price bid format is provided in a spread sheet file like BOQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
22)	The 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.
23)	After the bid submission (i.e. 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.
24)	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 bidder should follow this time during bid submission.
25)	All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
26)	Any bid document that is uploaded to the server is subjected to symmetric encryption using a systemgeneratedsymmetrickey. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
27)	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.
28)	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.
29)	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: 0120-4200462, 0120-4001002 or 91-8826246593 or send a mail over to – cppp-nic@nic.in

TENDER ACCEPTANCE LETTER
(To be given on Firm’s/Company’s Letter Head)

Date:

To,

.....

Subject:- 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) or by registered post from Office of The DIGP G.C, CRPF, Durgapur, Amravati, west Bardhaman, Durgapur-713214 (W.B.).
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 all 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)

Signature of Bidder

PERFORMANCE STATEMENT OF SIMILAR COMPLETEDWORKS

Name of Firm: _____

1. Contract/Agreement No. :
2. Department/Organization
where works has been executed. :
3. Description/Name of Work :
4. Value of the contract :
5. Due work completion period as per contract :
6. Works started on :
7. Works completed on :

Signature of the Bidder

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

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

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

Signature of the Bidder

Check list for Bidder/Vendor/Contractor

(Bidders should check & fill up following requirements for compliance before submission of the tender documents)

S/N	Requirements to be checked by the Bidder before submission of the tender	Compliance (To be indicated With “YES/NO” after Compliance of the requirements)
1.	Whether Bidder has submitted required Earnest Money Deposit (Bid security) if applicable as specified in Schedule to Tender? If not then for getting exemption whether relevant papers with the bid documents has been submitted?	
2.	Whether the Bidder has quoted rate only as per price bid format/B.O.Q along with tender documents at e-procurement site http://eprocure.gov.in/eprocure/app.?	
3.	Whether the rates have been quoted inclusive of applicable G.S.T (Goods and Services Tax) and all other charges if any but excluding EPF & ESI Contributions on the part of Employer as applicable with Site of work at at Office of The DIGP G.C, CRPF, Durgapur, Amravati, west Barddhaman, Durgapur-713214 (W.B.)?	
4.	Whether the Bidder is agreed with the condition of the tender that the offer is valid for acceptance till 90 days from the opening of bid and subject to acceptance of bid for purchase/Work the rate will remain valid during the entire contractual period also?	
5.	Whether the Bidder is agreed with the Tolerance Clause of the Tender Enquiry?	
6.	Whether the bidder having past experience for similar works in Any Government organization. [If yes, Bidders should give their past performance in the specified format given in the Tender documents (Appendix-D)]	
7.	Whether the Bidder is agreed to the Arbitration clause of the Tender Enquiry?	
8.	Business dealing with their firms has not been banned by any Government/ Private Agencies.	
9.	Whether the Bidder documents have uploaded in e-procurement web site duly signed by the authorized signatory under the seal of the firm?	
10.	Whether the Bidder has mentioned their address for communication with Telephone and Fax Number?	
11.	Whether all the Points under heading “Terms & Conditions” and “Additional Conditions” are abided by the contractor?	
12.	Whether all the requisite documents as asked in Para 07 (a) of II (Terms & conditions of tender enquiry) have been submitted by the Bidder online as well as manually?	
13.	Whether the Bidder is agreed with the condition of CPWD Works Manual & GCC with up to date amendments	

Signature of the Bidder

PROFORMA OF BANK GUARANTEE FOR FURNISHING PERFORMANCE SECURITY DEPOSIT

To

The DIGP, on behalf of The President of India,

Whereas M/s-----

------(Nameandaddressofthesupplier)(Hereinaftercalled“thesupplier”)has undertaken, in pursuance of contract no.....dated.....to supply/execute..... (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 of2022.

(Sig. of the authorized officer of the Bank)

Name and designation of the officer.....

Name and address of the Bank.....

Banker’s common seal

BID SECURITY DECLARATION
(To be printed on letter head of bidder)

To,
The DIGP,
G.C CRPF, Durgapur, Amravati
West Bardhaman, Pin-713214 (W.B)

Subject: Regarding Bid Security Declaration.

Ref: 1) Tender No. W.V-1/2022-23-GCD- BLDG-Wages Dated June' 2022.
 2) Bidder's offer No. dated

I, (Name of authorized Signatories) on behalf of
M/s (Bidder's name and address) duly authorized to sign
the tender document and enter into contract, if awarded, herewith accept that if the bidder withdraw (or)
modify our bid during period of validity etc, the bidder will be suspended/ blacklisted for a period of one
year from the due date of the tender.

(Signature of Authorized Signatory)

Designation:

Name of Bidder:

Seal:

PERFORMA FOR AGREEMENT

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

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

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

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

12.3 of the tender form.

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

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

Dated _____

Signature of the contractor

Witness Postal address
Address- Occupation