



NOTICE INVITING TENDER
GROUP CENTRE, RANGA REDDY, CENTRAL RESERVE POLICE FORCE
Post - NISA Hakimpet, Distt- Medchal, Secunderabad (TELANGANA) PIN -500 078
Tele:040- 29701629, Fax: 040-29701629

No. B.V-5/2022-23-GC RRY-Bldg (RPEIT6)

Dated, the 17 January'2023

The DIGP, Group Center, CRPF, Ranga Reddy Hakimpet , Secunderabad, Telangana-500078 for and on behalf of President of India invites online tenders through CPP Portal (<https://eprocure.gov.in>) under two bid system (e-tender), from registered/approved and eligible contractors /Agencies of CPWD, State PWDs and MES for the work of repair and replacement of exterior and interior painting in type-VI family Quarters (quarter No.2 and 04) in GC CRPF Ranga Reddy.

S. No	Name of tender	Estimated Cost (Rs)	Earnest Money (Rs)	Document download/ clarification start/ sale	Bid submission start date	Document download/sale end date	Bid opening date	Time of completion of work
01	Repair and replacement of exterior and interior painting in type-VI family Quarters (quarter No.2 and 04) in GC CRPF Ranga Reddy.	Rs 5,19,541/-	Rs 10,391/-	19-01-2023 09 00 Hrs	19-01-2023 09 30 Hrs	27 -01-2023 16 00 Hrs	28-01-2023 16 30 Hrs	25 days

Sd/-17/01/2023
DIGP, GC, CRPF, Ranga Reddy
For and on behalf of President of India.

2. Intending tenderers are advised to go through the earnest money , payment terms and all other clauses of this e-tender enquiry carefully before filing and submitting through e –procurement site <https://eprocure.gov.in/eprocure/cpp> portal failing which the tender will be liable to be ignored and not considered.
3. All the tender documents attached with this invitation to tender, including the specifications are sacrosanct for considering any offer as complete offer. It is therefore important that each page of the tender documents duly completed, signed and submitted through Online and e-procurement site i.e <https://eprocure.gov.in/eprocure/cpp>.
4. Tenders (Technical bid) will be opened in the presence of tenderers (If they are available/present at the given place and time) on **28-01-2023** at **16 30** hrs at O/O DIGP, Group Centre, CRPF, Ranga Reddy and Financial bid (Price bid) will be opened on suitable date fixed by Chairman of TPC.
5. Tenderers are requested to submit tender documents well before the date of opening of tender to avoid last minute rush. In case date of opening of tender happens to be a closed holiday, the tenders will be opened on next working day at the stipulated time.
6. Bidder should deposit earnest money along with their Tender. Earnest money should be in the form of Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee from any of the commercial Banks in an acceptable form drawn in favour of DIGP, Group Centre, CRPF Ranga Reddy.
7. The tender document consists of specifications, schedule of quantities of various types of works to be executed and terms and conditions of this contract to be complied with and other necessary documents.

IMPORTANT INSTRUCTIONS AND GUIDELINES

1. Full name and status of the person signing the tender documents must be clearly mentioned.
2. Intending tenderer is eligible to submit the tender provided she/he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works.
3. License issued by the State Government should be kept renewed as per periodicity laid down by the authority concerned and submit an attested copy of the same to the DIGP, GC, CRPF, Ranga Reddy after each renewal. The contractor should produce valid license with tender.
4. The contractor shall comply with the orders issued by the DIGP, Group Centre, CRPF, Ranga Reddy from time to time. **If she/he fails to do so her/his failure will be a breach of contract and the DIGP, Group Centre, CRPF, Ranga Reddy in her/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 her/him.
5. The technical bid should be sealed and duly superscripted with tender enquiry number and date of tender opening. The EMD and technical bid should be put in a bigger cover and sealed

again. This bigger cover should also be superscripted with tender enquiry number and date of tender opening. The tender enquires duly filled in all respects and having completed all applicable formalities may be sent by registered post/Courier/by hand duly stamped to the DIGP, Group Centre, CRPF, Ranga Reddy 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.

6. The successful contractor shall have to deposit a performance security **equivalent to 3% of the estimated value** of the work to be executed **within 07 days from the date of acceptance** for due performance. Failure on the part of the contractor to deposit the security deposit within the stipulated time, empowers the competent authority to cancel the contract. The performance security deposit submitted by the contractor will remain valid at least **for 60 days beyond the date of completion of all contractual obligations of the contractor including guarantee/warranty obligations.** The Security deposit can be deposited in any of the following alternative forms, A **crossed Bank Draft** drawn in favour of DIG, GC, CRPF, Ranga Reddy payable at SBI Secunderabad OR **anirrevocable Bank Guarantee** of any nationalized/Scheduled Bank or reputed commercial bank in **any other form prescribed.**
7. **Intending Bidders are advised to inspect and examine the site and its surroundings 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 she/he inspects it or not and no extra charge consequent on any misunderstanding or otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that she/he has read this notice terms & conditions mentioned there in, all other contract documents and has made herself/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 her/him by the Government and location conditions and other factors having a bearing on the execution of the work. Any additional item felt necessary the items will be paid based on the DSR 2021 of CPWD(Central Public Works Department) alongwith Cost Index
08. The competent authority on behalf of the President of India does not bind herself/himself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without assigning of any reasons. 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.
09. Canvassing by bidders whether 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.
10. The Competent authority reserves the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
11. The bid for the works shall remain open for acceptance for a period of **90 (Ninety) days** from the date of opening of technical bid. If any bidder withdraws her/his bid before the said period or issue of letter of acceptance whichever is earlier, or makes any modifications in the terms and

conditions of the bid which are not acceptable to the Department, then the Government shall, without prejudice to any other right or remedy, is at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-bidding process of the work.

14. The tender enquiry notice inviting bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of her/his bid by the Accepting Authority shall within 10 days from the stipulated date of start of the work, sign the contract consisting of.
 - (a) The notice inviting bid, all the documents including additional conditions, & specifications if any forming part of the bid uploaded at the time of invitation of bid and the rates quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
12. **The labourers/workers engaged by the Contractor/Agency shall be at the risk of contractor and in case of any untoward incident, accidents, the contractor/Agency will be liable for such risks and the Department will not be held responsible in any way for such mis-happening and untoward incident.** It should be duty of contractor to adhere to all security precautions as specified with industry by Govt.
13. The officer inviting bid or her/his duly authorized tender opening committee will open tender in the presence of intending contractors who may be present at the time and will enter the amounts of the several bids in a comparative statement in a suitable form, in the event of a bid being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specification and other documents. In the event of a bid being rejected, the earnest money forwarded which such unaccepted bid shall thereupon be returned to the contractors remitting the same, without any interest.
14. The officer inviting bids shall have the right of rejecting all or any of the bids and will not be bound to accept the lowest or any other bid.
15. GST, any other Tax in respect of the contract shall be payable by the contractor direct to the concerned Department /Government.
16. 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 stipulations 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 outright.
17. Tenderers 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 in-correct, their tender will be liable to be ignored.
18. The Contractor shall obtain Labour License under the Contract Labour Regulation and abolition Act, 1970 & 1971 from Regional Labour Commission(Central) of concerned area and it should be produced alongwith bid documents.
19. The Labour/workers engaged by the Contractor/Agency shall be at their own risk and in case of any untoward incident, mishappening, the contractor/Agency will be liable for such risks and

the Department will not be held responsible in any way for such mishappening and untoward incidents

20. The labour /workers engaged by the contractor /agency shall follow the local labour laws, rules and regulations regarding such engagement/employment.
21. The contractor should make minimum fair wages to the staff as per prevailing labour laws, The wages shall be made in presence of the representative of the Department.

II) TERMS AND CONDITIONS OF TENDER ENQUIRY

1. Terms of price	<p>1.1 Rates quoted by the Contractor should be quoted in Indian rupees both in figures as well as in words for complete units as per specifications. Any and every alteration in the rates should be signed in ink otherwise the offers will not be considered.</p> <p>1.2 Contractor should clearly indicate different GST, taxes and duties, which they propose to charge as extra along with the present rates thereof. Offers with such stipulations like ‘as applicable’ will be treated as vague and are liable to be ignored.</p>
2. Payment terms	<p>2.1 Works are required to be executed on <u>credit basis only</u> .</p> <p>2.2 Payment in advance or immediately cannot be made.</p>
3. Earnest money deposit	<p>a) All firms who are not specifically registered with any central purchase organizations, MSME as MSE or with NSIC or DGS&D for the stores for which the tenders are invited, are required to deposit earnest money of 2% of estimated amount of the work along with the Technical Bid, failing which their offers will be summarily rejected. b) For claiming exemption from depositing earnest money, the tenderers should be registered with MSME as MSE or with NSIC or DGS&D specifically for the stores with specifications as mentioned in tender schedule.</p> <p>3.2 The earnest money can be deposited through any of the following alternative forms :</p> <p>(a) A Fixed Deposit Receipt drawn in favor of DIG, Group Centre, CRPF, Ranga Reddy payable at SBI, Group Centre, CRPF, Ranga Reddy.</p> <p>(b) A Bankers Cheque or Bank Guarantee of any nationalized, scheduled bank or reputed commercial bank in the attached format as at appendix ‘C’.</p> <p>3.3 Earnest money shall remain valid 45 days beyond the bid validity period in accordance with Manual of procurement of Works-2019. M.O.F, also refer para 05 of Draft NIT issued by Works Dte vide their signal No. B.IV-3/2019-20-Spl-Repair-Works dated 04/12/2019.</p> <p>3.4 <u>No interest</u> shall be payable on the earnest money deposited by the tenderer.</p>

	<p>3.5 The earnest money deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender.</p> <p>3.6 The earnest money of the successful tenderer shall be returned after the security deposit as required in terms of the contract is furnished by the tenderer.</p> <p>3.7 If the successful tenderer fails to furnish the security deposit as required in the contract within the stipulated period, the earnest money shall be treated as performance security deposit for all practical purposes.</p> <p>3.8. Earnest money deposits of all the unsuccessful tenderers will be returned as early as possible after the expiry of bid's validity, but not later than 30 days after placement of contract. Tenderers are advised to send a pre receipt challan along with their bids so that refund of earnest money can be made in time.</p> <p>3.9. Any tender, where the tenderer is required to deposit earnest money in terms of conditions mentioned in preceding paras, not accompanied with earnest money in any one of the approved forms acceptable to the competent authority, shall be summarily rejected.</p>
<p>4. Performanc e security deposit clause</p>	<p>4.1. The successful contractor shall have to deposit a performance security equivalent to 3% of the Contract value of the work to be executed within 07 days from the date of acceptance for due performance. Failure on the part of the firm to deposit the security deposit within the stipulated time, empowers the competent authority to cancel the contract.</p> <p>4.2. The performance security deposit submitted by the contractor will remain valid at least for 60 days beyond the date of completion of all contractual obligations of the Contractor including guarantee/ warrantee obligations.</p> <p>4.3. The Security deposit can be deposited in any of the following alternative forms :</p> <p>(a) a Fixed Deposit Receipt drawn in favor of DIG, Group Centre, CRPF, Ranga Reddy payable at SBI, Group Centre, CRPF, Ranga Reddy.</p> <p>(b) a Bankers Cheque or Bank Guarantee of any nationalized, scheduled bank or reputed commercial bank in the attached format as at appendix 'C'.</p> <p>4.4. If the contractor fails to start the work within the stipulated period and places and requests for extension of time, he shall submit an undertaking on Non Judicial stamp paper of Rs.10/- duly attested by the Notary public stating that the performance security deposit has already been extended for sixty days beyond the guarantee/warrantee period.</p> <p>4.5 The performance security deposit shall be withheld or forfeited in full or part in case the work order is not executed satisfactorily within the stipulated period or requisite standard within the guarantee period is not undertaken to the best</p>

	satisfaction of the user/Department.
5. Two bid system	<p>5.1 The following documents are to be submitted with technical bid in off line and on line.</p> <p>a) <u>Technical bid</u></p> <p>1. Attested copy of registration issued by CPWD, any other govt. Authorized department and state Govt. (Registration details showing appropriate class & amount) with upto date renewal.</p> <p>2. Copies for the following documents required. a) Registration of GST b) PAN number in Agency's letter head c) copy of income tax return filed by agency during last three year (2019-20, 2020-21 and 2021-22) indicating PAN number. A clause for proof for "Audited Balance sheets and profit & loss statements for last three years (2019-20, 2020-21 and 2021-22) with summary statement to be provided on the letter head of the CA duly attested by them.</p> <p>3. Previous performances / experience. Copies of similar type of completed work orders in the following order:</p> <ul style="list-style-type: none"> i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost of the work. ii) Two similar completed works costing not less than the amount equal to 60% of the estimated cost of work. iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost of work. <p>4. Certificate/document for Labour registration of firm</p> <p>5. The bidder/tendered will submit the signed copy (all pages to be signed) of the tender document under his seal.</p> <p>6. Any other relevant documents which the firms wish to submit Tender Acceptance letter. Only the technical bid and original documents received shall be opened on the date of tender opening. Price bids of only those firms will be considered for opening, whose offer qualified in all tender conditions and technical/physical evaluations.</p> <p>C) Price Bid:- Price should be quoted as per price bid format (BOQ) at e-procurement site ie. https://eprocure.gov.in/eprocure/cpp. The composite bid ie. Rate indicated in the technical bid openly, shall be ignored.</p>
6. Method	6.1 The tender enquires duly filled in all respects and having completed all

1. Agreement shall be drawn with the successful tenderer. Tenderer shall quote his rates as per various terms and conditions of this said form, which will form part of the agreement.
2. The time allowed for carrying out the work will be from the day after the date of written orders to commence the work or from the first date of handing over the site, whichever is later. In accordantly' with phasing if any, indicated in the tender documents.
3. The site for the work is available.

4. The description of the work is as follows:

As per the schedule attached copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the above-mentioned officer. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderers shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other conditions and rates at which stores, tools and plants etc. will be issued to him by the Government and local conditions and other factors having bearing on the execution of the work.

5. The competent authority, on behalf of President of India, does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

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

07. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

08. The tender for the works shall remain open for acceptance for a period of sixty days(60) from the date of opening of tender. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

09. This notice inviting tender shall form a part of the contract document. The successful tenderer /contractor, on the acceptance of his tender by the accepting authority, shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:

10. The notice inviting tender, all the document, including additional conditions specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading there to.

Sd/-17/01/2023
(Signature of authorized officer)
For & behalf of President of India

**GOVERNMENT OF INDIA
CENTRAL RESERVE POLICE FORCE
GROUP CENTRE, CRPF, RANGA REDDY**

1. Item rate and contract for work

Name of work: Repair and replacement of exterior and interior painting in type-VI family Quarters (quarter No.2 and 04) in GC CRPF Ranga Reddy.

To _____

(ii) To be opened in presence of tenders, who may be present at _____ on _____ in the office of the **DIGP, GC, CRPF, Ranga Reddy.**

(iii) Issued to _____
_____(Contractor)

Signature of officer issuing the documents _____
Designation _____
Date of Issue _____

Signature of tenderer

TENDER

I/We have read and examined the notice inviting tender, schedule specifications, applicable drawings and designs, 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, designs, drawings 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 sixty(60) days from the due date of submission thereof and not to make any modification in its terms and conditions.

A sum of **10,391/-** is hereby forwarded in F. D. R /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

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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.

Signature of tenderer

I/we here by declare that I/we shall treat the tender documents, drawings 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 authorized to communicate the same or use the information in 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 at the option of the competent right to remedy available in law out of the deposit in so far the same may extend in terms of the said bond and in the event of deficiency out on any other money due to me/us under this contract or otherwise.

Dated _____

Signature of contractor
with Postal address

Witness:-

Address:-

Occupation:-

Signature of tenderer

ACCEPTANCE

The above tender (as modified by you as provide in the letters mentioned hereunder) is accepted by me for and behalf of the president of India for a sum of Rs _____
(Rupees _____)

The letters referred to below shall from part of this contract Agreement:

A)

B)

C)

For & on behalf of the President of India.

Dated _____

Signature _____

Designation _____

Signature of tenderer

**GOVERNMENT OF INDIA
CENTRAL RESERVE POLICE FORCE**

GENERAL RULES & DIRECTIONS

1. All Works proposed for execution will be noticed in a form of invitation to tenders pasted in public places and signed by the officer inviting tender or by publication in newspapers as the case may be.

This form will state the work to be carried out, as well as date for submitting and opening tenders and the time allowed for carrying out the work also the amount of earnest money to be deposited with the application of tender, and the amount of the security deposited by the successful tenderer and the percentage, if any, to be deducted from bills, copies of the specification, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the Contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of Attorney authorizing him to do so, such Power of Attorney to be produced with the tender and it must be disclosed that the firm is duly registered under the Indian Partnership Act, 1952.

3. Receipts for payment made on account of work, when executed by a firm must also be signed by all the partners, except where contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners, or some other person having due authority to give effectual receipts for the firm.

4. Any person who submit a tender shall fill-up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, of in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection.

Signature of tenderer

The rate(s) must be quoted in decimal coinage: Amount(s) must be in rupees by ignoring fifty paise as rupee one.

5. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which, contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the names and number of the works to which they refer, written on the envelopes.

6. The board of officers appointed by the Accepting Authority will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded there with shall there upon be given to the contractor who shall there upon for the purpose of identification signs copies of specifications and other document mentioned. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall there upon be returned to contractor remitting the same without any interest.

7. The officer inviting tender shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

8. The memorandum of work tendered for and the schedule of materials to be supplied by the department if any at their issue rates shall be filled and completed in the office of the officer inviting tender before tender form is issued. If a form is issued to an intending tenderer before he completes and delivers his tenders.

9. The tenderers shall sign a declaration under the Officials Secret Act 1923 for maintaining secrecy of the tender documents, drawing, or the records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

Signature of tenderer

10. For item rate tenders, only rates quoted shall be considered, any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with amount worked out by the contractor shall unless otherwise proved be taken as correct, if the amount of on item is not worked by the contractor or it does correspond with he rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise provided be taken as correct and not the amount.

11. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender liable to be disqualified and rejected.

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figure and in words, in case of figure the word “ Rs.” Should be written before the figure of rupees and word “P” after the decimal figures, eg.“Rs 2.15P, and in case of words the word rupees should proceed and word paise should be written at the end. Unless the rate is in whole rupees and followed by the word ‘only’ it should invariably be upto two decimal places. While quoting the rates in schedule of quantities, the word ‘only’ should be written closely following the amount and it should not be written in the next line.

13. The contractor, whose tender is accepted, will be required to furnish by way of security deposit for the fulfilment of his contract, an amount equal to 10% of the tendered value of the work. The security deposit will be collected by deduction from the running bills of the contractors at the mentioned above and the earnest money deposited at the time of submitting application of tender will be treated as a part of security deposit. The security amount will also be accepted. In the shape of Government securities , fixed deposit receipts and guarantee bonds of Scheduled bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed

Signature of tenderer

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated in writing to authority inviting tenders.

15. GST, Sales, Purchased Tax, Turnover Tax or any other tax on materials in respect of this contract shall be payable by the contractor and Government will not entertain any claim what so ever in respect of the same.

16. The contractor shall give a list of both gazetted and non-gazetted CRPF employees related to him.

17. The tender for composite work includes in addition to building work all other work such as sanitary and water supply installation drainage installation, electrical work roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class must associate himself with agencies of appropriate class, which are eligible to tender for sanitary, and water supply drainage, electrical works in the composite tender.

18. The contractor shall submit list of works, which are in hand (progress) in following form:

1	2	3	4	5
Name of work	Name and particulars of department where work is being executed	Value of work	Position of work in progress	Remarks

Signature of tenderer

CONDITIONS OF CONTRACTS

1. Definition

The contract means the document forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India and the contractor together with the documents referred therein including these conditions, specifications, designs, drawings and instruction issued from time to time by the Engineer-in- Charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expressions shall unless the context otherwise required have the meaning, hereby respectively assigned to them:-

- (i) The expression work or works shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract, contracted to be executed whether temporary or permanent, and whether, original, altered, substituted or additional.
- (ii) The site shall mean the land/or other places on, into through which work is to be executed under the contract or any adjacent land, path or street through which may be allotted or used for the purpose of carrying out the contract.

- (iii) The contractor shall mean the individual, firm or company whether incorporated or not, undertaking works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of individual, firm or company.
- (iv) The President means the President of India and his successors.
- (v) The Engineer- in-Charge means the Engineer officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the president of India as mentioned in Schedule hereunder.

Signature of tenderer

- (vi) Government or Government of India shall mean the President of India.
- (vii) Accepting Authority shall mean the authority duly authorized to accept the tender.
- (viii) Accepted risk are risks die to riots (other than those on account of contractors employees) war (whether declared or not) invasion, act of foreign enemies hostilities, civil war, rebellion, revolution insurrection, military or usurped power, any act of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the which the contractor has no control and accepted as such by the accepting authority or causes solely due to use or occupation by the Government of the part of the works in respect of which a certificate has been issued or a cause solely due to Governments faulty design of work
- (ix) Market rate shall be the rate as decided by the accepting authority on the basis of the cost of materials and labour at the site, where the work is to be executed plus the applicable percentage ie. 10% to cover all over heads and profits.
- (x) Department means CRPF or any department of Government of India, which invites tender on behalf of President of India.
- (xi) District specifications mean the specifications followed by the State Government in the area where the work is to be executed.
- (xii) Tender value means the value of the entire work as stipulated in the letter of award.

3. The contractor shall be furnished free of cost one certified copy of the contract document except standard specifications, schedule of rates and such other printed and published document, together with all drawing as any be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

4. Work to be carried out :

The work to be carried out under the contract shall except as otherwise provided in these conditions, include all labour, materials, tools and plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of works

Signature of tenderer

The description given in the Schedule of quantities shall unless otherwise stated, be held to include wastage on materials , carriage and cartage, carrying and return of empties, hoisting setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

5. **Sufficiency of tender.**

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and rates and prices quoted in the Schedule of quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

6. **Discrepancies and adjustment of errors.**

The several documents forming the contract are to be taken as mutually explanatory or one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to general conditions.

7. In the case of discrepancy between the schedule of quantities, the specifications and /or the drawings, the following order of preference shall be observed:

- (i) Description of schedule of quantities.
- (ii) Particular specification and special condition if any.
- (iii) Drawings.
- (iv) Specifications of the department.
- (v) Indian standard specifications of BIS

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

Signature of tenderer

9. Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised there in according to drawings and specifications or from any of his obligations under the contract.

10. **Signing of contract**

The successful tenderer /contractor on acceptance of his tender by the accepting authority shall, within 15 days from the stipulated date of start of the work sign the contract consisting of :

- (i) The notice inviting tender, all the documents including drawings, if any, is forming, the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- (ii) Standard form enclosed with the tender consisting of :
 - (a) Various standard clauses with correction upto the date stipulated in the schedule, alongwith annexure thereto.
 - (b) List of Acts and omissions, if any for which fines can be imposed.
 - (c) Safety code.

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 withstanding and /or without prejudice to any other provisions in the contract) the Engineer –in –Charge upto a maximum period of 7 days on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of 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.

Signature of tenderer

The loss caused there by shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good deficit.

(ii) A letter of intent shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the award letter shall be issued only after

the Performance Guarantee in any of the prescribed form is received. In case of failure by the contractor to furnish the performance guarantee within the specified period. Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

(iii) The performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets 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.

(iv) The Engineer-in-Charge shall not make a claim under the Performance guarantee except for amounts to which the President of India is entitled under the contract(Not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of :

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

(b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

(c) In the event of the contract being determined or rescinded under provisions of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President India.

Form of Performance Security Bank Guarantee Bond.

In consideration of the President of India (hereinafter called “ The Government”) having agreed under the terms and conditions of agreement No. _____

Dated _____ made between _____ and _____
_____ (hereinafter called “the said contractor(s)”) for the work _____
(hereinafter called the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the agreement, We (Indicate the name of bank) _____ (Hereinafter referred to as “the Bank”) hereby undertake to pay to the Government an amount not exceeding Rs _____ (Rupees _____ Only) on demand by the Government.

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

Signature of tenderer

3. We The said bank further under take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We _____ further agree that the guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

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

6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s).

7. We (indicate the name of bank) _____ lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

Signature of tenderer

8. This guarantee shall be valid upto _____ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted _____ to _____ Rs _____ (Rupees _____ only) and unless a claim in writing is lodged with us (6) six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated _____ day of _____ for _____

(Indicate name of bank)

9. Clause 1 A “Recovery of Security Deposit” shall be substituted for existing clause as under:-

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 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 3% 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 Security at the rate mentioned above 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 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 forth with 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 may be due to or may become due to the contractor by Government on any account whatsoever and in the even 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 State Bank or India or by Scheduled Banks or Government Securities (if deposited for more than 12 month) 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 of the contractor at the rates mentioned above and the Earnest Money if deposited in cash at the time or tenders will be treated a part of the Security Deposit.

Note:1 Government papers tendered as security will be taken at 2% (two percent) 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 GFR 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 & 1A.

Signature of tenderer

Existing clause 2 : Compensation for delay shall be substituted as under:-

: 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 Superintending Engineer/competent authority (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.

A Clause for liquidity damage at par with CPWD G.C.C that “the contractor shall bear cost of Liquidated Damages for delay in completion of work within the stipulated time @ of

2% per month of non-executed value of contract not-exceeding the 10% of contracted value in whole” to be incorporated in tender condition.

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule or the rescheduled milestone(s) in terms of Clause 5.4 the amount shown against that milestone shall be withheld to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However no interest, whatsoever, shall be payable on such withheld amount.

Signature of tenderer

Clause.3 When contract can be determined.

Subject to any other provisions contained in this clause, the accepting authority may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and /or any other provisions of this contract or otherwise, and whether the date of completion has or has not lapsed, by the notice in writing absolutely determine the contract in any of the following cases:

- (i) If any contractor having been given by the Accepting Authority a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient manner or otherwise improper manner or un workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the Court of the creditor to appoint a receiver or a manager or which the Court to make a winding up order.
- (iii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the accepting authority (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so, after a notice in writing of seven days from the accepting authority.
- (iv) If the contractor fails to complete the work with in the stipulated date or item of work with individual date of completion, if any stipulated on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the accepting authority.
- (v) If the contractor persistently neglects to carry out his obligations under the contract and /or commits default in complying with any of the terms and conditions of the contract and does not remedy it within seven days after a notice in writing is given to him in behalf by the accepting authority.
- (vi) If the contractor commits any acts mentioned in clause 18 thereof “if the work is not started by the contractor with in 1/8th of the stipulated time.”When the contractor has made himself liable for action under any of the cases aforesaid, the accepting authority on behalf of the President of India shall have powers:-

- a. To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the accepting authority shall be conclusive evidence.) Upon such determination or rescission the full earnest money deposited, Security deposit and performance guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.

Signature of tenderer

- b. After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part there of as shall be unexecuted out of these heads and to give it to another contractor to complete the work, the Contractor where contract is determined or rescinded as above shall not be allowed to participate in the tendering process for the balance work.\

- c. In the event of the above courses being adopted by the Engineer-in Charge/Accepting Authority, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any agreements or made any advances on account or with a view to the execution of the work or the performance of the contract and in case action is taken under any or the provisions aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract unless and until the Engineer in Charge/Accepting Authority has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause.3A

In case the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the earnest money deposit and the performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc, shall be payable at all.

Clause.4 Times and extension for Delay.

4.1 The time allowed for execution of work as specified in the schedule or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the work shall commence from the 15 days or such time period as mentioned in letter of award after the date on which the accepting authority issues written orders to commence the work 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 forfeit the earnest money and performance guarantee absolutely. As soon as possible after the contract is concluded the contractor shall submit a time & progress chart for each mile stone and get it approved by the Department. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended by agreement between the Engineer-In-Charge and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds on month (save for special jobs for which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stone given in schedule

Signature of tenderer

4.2 If the work be delayed:-

- (i) Force majeure or
- (ii) Abnormally bad weather or
- (iii) Serious loss or damage by fire, or
- (iv) Civil Commotion, local commotion workman, strike or lockout, Affecting any the trades employed on the work, or

4.3 Delay on the part of other contractor or tradesmen engages by in executing work not forming part of the contract or

4.4 Non availability of stores, which are the responsibility of Government to supply or

4.5 Non availability or break down of tools and plants to be supplied or supplied by Government, or any other cause, which, in the absolute discretion of the authority mentioned in schedule, is beyond the contractor's control.

Then upon the happening of any such even causing delay, the contractor shall immediately give notice thereof in writing to the accepting authority, but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the accepting authority proceed with the works.

4.6 Request for rescheduling of miles stone and extension of time to be eligible for consideration shall be made by the contractor in writing within fourteen days of the happening of the event, causing delay on the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.

4.7. In any such case the authority mentioned above may give a fair and reasonable extension of time and reschedule the milestone for completion of work. Such extension shall be communicated to the contractor by the accepting authority in writing within three month of the date of receipt of such request. Non application by the contractor for extension of time shall not be bar for giving a fair and reasonable extension by the accepting authority and this shall be binding on the contractor.

Clause 5 Measurements of work done

Engineer in Charge shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done.

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

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorised representative and by contractor or his authorized representatives form time to time during the progress of the work and such measurement shall be signed and dated by the Engineer-In-Charge and contractor or his representative in token of their acceptance, if the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

Signature of tenderer

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

The contractor shall, without charge, provide all assistance with every appliance, labour and other things necessary for measurement and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant standard method of measurements or any general or local custom. In the case of items, which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days notice to the Engineer-in-Charge or his authorised representative –in –Charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions be taken before the same is covered up or place beyond work without consent in writing of the Engineer-in-Charge or his authorised representative in charge of the work, who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge consent being obtained in writing the same shall be uncovered at the contractors expense or in default thereof on payment or allowance shall be made for such work or the materials with which the same was executed.

It is also a term of the contract that recording of measurements of any items of work in the measurement book and /or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates not shall it relieve the contractor from liabilities form any over measurements or defects noticed till completion of the defects liability period.

Clause:6 Completion Certificate and completion plans

Within ten days of the completion of the work, the contractor shall be given notice of completion to the Engineer-in-Charge. The Engineer-in-Charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defect(s) to be a rectified by the contractor and /or (b) for which payments will be made at reduced rates shall be issued. But no final certificate of physical completion shall be issued and till the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not

Signature of tenderer

until the work shall have been measured by the engineer in charge if the contractor shall fail to comply to the requirement of this clause as to removal of scaffolding surplus materials and rubbish aforesaid and cleaning off dirt on to or before the date fixed for the completion of work , the engineer –in charge may at the expense of the contractor remove such scaffolding surplus materials rubbish etc and dispose of the same as he thinks fit and clean off such as aforesaid , and the contractor shall have no claim in respect of scaffolding or surplus materials except for any sum actually realized by the sale thereof.

CLAUSE 7 Contractor to keep site clean

When the annual repairs and maintenance of work are carried out , the splashes and droppings from white washing colour washing painting etc . shall be removed and the surface cleaned simultaneously with the completion of these items or work in the individual rooms , quarter or premises etc. where the work is done without waiting for the actual completion of all the other items of work is done without waiting for the actual completion off all the other items of work in the contract or in case the contractor fails to comply with the requirements of this clause . 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 8 payment of final bill

The contractor shall submit the final bill the same manner as specified in the interim bill of the work within one month of the date of the final certificate of completion furnished by the engineer –in charge which ever is earlier . No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished payments of those items of the bill in respect of which there of dispute and of items in dispute, for quantities and rates as approved by accepting authority will as far as possible be made.

CLAUSE 9 Materials supplied by Government

Materials, which Government will supply , are shown in schedule, which also stipulates quantum place of issue and rate (s) to be charged in respect thereof , the contractor shall be bond to procure them from the engineer-in charge .As soon as the work is awarded the contractor shall finalize the programme for the completion of the work as per clause -4 of this contract and shall give his estimates of materials required on the basis of drawing for schedule of quantities of the work . such materials , shall be supplied for purpose of the contractor only and value of the materials supplied at the rates specified are consumed in items of work (including normal wastage) for which payment is being made to the contractor from any sum then due or which may therefore become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of the contractor shall certify that balance of materials supplied is available at site in original good condition .

The contractor shall bear the cost of getting the material issued , loading , transporting to site , unloading storing under cover as required cutting assembling and joining the several parts together as necessary. The contractor shall see that only the required quantities of materials are got issued .any such materials remaining unused in perfectly good/original condition at the time of completion or determination of contract shall be returned to the.

Signature of tenderer

Engineer-in charge at the store from which it was issued or at a place directed by him by a notice in writing .the contractor shall not be entitled for loading , transporting unloading and stacking of unused material except for extra lead if any involved beyond the original place of issue.

The contractor shall at his own expense provide all material. Required for the works other than those , which are stipulated to supplied by the Government.

The engineer-in-charge shall have full powers to require the removal from the premises if materials which in his opinion are not 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 in accountable for any loss or damage that may happen pr 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

CLAUSE 10 Dismantled material Govt property

The contractor shall treat all materials obtained during dismantling of a structure excavation of site for work as Governments property and such materials shall be returned to the engineer- in- charge .

CLAUSE 11 work to be executed in accordance with specifications drawings, orders etc.

The contractor shall execute the whole and every part of the work in most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly , fully and faithfully to the design , drawings and instruction 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 document together with specification designs drawing and instructions as are not included in the standard specifications of the contractor shall comply with the provision of the contract and with care and diligence execute and maintain the works and provide all labour and materials, tools and plant including the measurements and supervision of all work 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 work and method of construction.

CLAUSE 12 Deviations/Variations extent and pricing

The Engineer in charge shall have power (1) to make alteration in omissions from additions to or substitutions for the original specifications drawings and instructions that may appear to him be necessary or advisable during the progress of the work and to omit a part of the work for any 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 engineer in charge and such alterations omission additions or substitutions shall from part of the contract as 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 work shall be carried out by the contractor on same conditions in all respects including price on which he agreed to do the main work except as here after provided.

Signature of tenderer

12.1 The time for completion of work shall in event of any deviations resulting additional cost over the tendered value sum ordered be extended if requested by the contractor as follows:-

i) in the proportion which the additional cost of the altered additional or substituted works bears to the original tendered value plus.

ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-charge .

Deviation, Extra items and pricing

In the case of extra items 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 one month of the receipt of the claims supported by analysis after giving consideration to the analysis of the rates submitted by the contractor determine the rate on the basis of the market rates and contractor shall be paid in accordance with the rate so determined.

Deviation, substituted items pricing

In the case of substituted items the rate the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.

- (a) If the market rate for the substituted items so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted items shall be the rate for the agreement items(to be substituted) so increased to the extent of the difference between the market rates of substituted items and the agreement item (to be substituted).
- (b) If the market rate for the substituted item so determines is less than market rate of the agreement item the item(to be substituted) the rate payable to the contractor for the substituted item shall be the rate the agreement items (to be substituted) so decreased to extent of the difference between the market rate of substituted item and agreement item(to be substituted)

Deviation, Deviated Quantities, pricing

In the case of contract items substituted items , contract cum substituted items which exceed the limits laid down in schedule the contractor may within fifteen days of receipt of order or occurrence of the excess claim revision of rates supported by proper analysis for the work in excess of the above mentioned limits , provided that if the rate so claimed are in excess of the rates specified in the schedule of quantities the engineer- in –charge shall within one month of receipt of the claims supported by analysis after giving consideration to the analysis of the rates submitted by contractor determine the rates on the basis of the market rate and contractor shall be paid in accordance with the rates so determined.

Para 12.3

The provisions of the preceding paragraph shall also apply to the decrease in the rate of items for the work in excess of the limits laid down in schedule and the engineering 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 said period of fifteen days having regard to the market rate.

Signature of tenderer

CLAUSE 13:- Foreclosure of contract due to abandonment or reduction in scope of work

If at any time after acceptance of the tender government shall decide to abandon or reduce the scope of the work for any reason whatsoever hence not required the whole or any part of the works to be carried out, the accepting authority shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter the contractor shall have, no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive of the foreclosure of the whole part of the work.

If any materials supplied by Government are rendered surplus the same except normal wastage shall be returned by the contractor to Government at the rate not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor, in addition cost of transporting such materials from site to Government stores if so required by Government shall be paid.

CLAUSE 14 Cancellation of contract in full or part .

If contractor:-

1. At any time makes default in proceeding with the works or any part of the work with the due diligence and continue to do after a notice in writing of 7 days from the Engineer-in-Charge .
2. Commits default to complying with any of terms and conditions of the contract and does not remedy it or effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge.
3. Fails complete the works or item work with individual dates of completion on or before the date (s) of completion and does not complete them within period specified in a notice given in writing in that behalf by the engineer-in-charge.
4. Shall offer or give agree to give to person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or having done or forbearing to do or for having done or forbore to do any act in relation to the obtaining or execution of this any other contract for Government ,or .
5. Shall obtain a contract with Government as a result wrong tendering or other non bona fide methods of competitive tendering.
6. Being an individual or a firm any partner there of shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency act for the time being in force or make any conveyance or assignment of his effects or composition or agreement for the benefit of his creditors or purport so to do if any application be made under any insolvency act the time being in force for the .

Signature of tenderer

Sequestration of his estate or if trust deed be executed by him for benefit of his creditors, or

7. Shall suffer an execution being levied on his goods and allow it to be continued for period of 21 days or.
8. Assigns transfers sublets (engagement of labour on piece- work basis or of labour with materials not to be in prorated in work shall not be deemed be subletting) or otherwise parte with or attempts to assign transfer sublet or otherwise parts with entire works or any portion there of without the prior written approval of the accepting authority.

The accepting authority may without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Government by a notice in writing to cancel the contract as a

whole or only such items of work in default from the contract the engineer-in-charge shall on such cancellation by the accepting authority have powers to.

- a) Take possession of the and any materials constructional plant implements stores etc thereon. And/or.
- b) Carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in parts the engineer-in-charge shall determine what amount if any is recoverable form the contractor for completions of the works or parts of the works or in case the works or parts of works is not to be completed the loss or damage suffered by Government. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation the value contractor materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor .

Any excess expenditure incurred to be incurred by Government in completing the work or part of works or the excess loss or damage suffered or may be suffered by Government as to Government in law be recovered from any moneys due to contractor on any account and if such moneys are not sufficient the contractor shall called upon in writing and shall be liable to pay the same within 30 days.

If the contractor shall fail to pay the required sum within the aforesaid period of 30 days the engineer-in-charge shall have the right sell any or all of the contractor unused materials, constructional plant, implements temporary building etc and apply proceeds of sale there of towards the satisfaction of sums due from the contractor under the contract and if thereafter, thee be any balance outstanding from the contractor it shall be recovered in accordance with the provision of the contract.

Any sums in excess of amounts due to Government and unsold materials constructional plant etc shall be returned to the contractor provided always that cost or anticipated cost of completion by Government of the works or part of the works is less than the amount which the contractor would have been paid had he completed the or part of the works such benefit shall not accrue to the contractor.

CLAUSE 15 Action in case work not done as per specifications

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 his superior officers and contractor shall at all times during the usual working hours and at all other times at which reasonable notice or the visit of such officers has been given to the contractor either himself be present to receive orders and instruction or the contractor agent accredited in writing present for that purpose. Orders given to the contractor agent shall be considered to have the same force as if they had been given to the contractor himself.

Signature of tenderer

CLAUSE 16 Contractor liable for damages defects during maintenance 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 building ,road curb, fence , enclosure, water, pipe ,cable, drains, electric or telephone post or wires trees ,grass or grass land or cultivated ground contiguous to the premises on 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 month (6 month in the case of any work other than road work costing Rs 10 lakh and below) after a certificate final or otherwise of its completion shall have been given by the engineer- in

–charge as aforesaid out of defect or improper material or workmanship the contractor shall upon receipt of 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 sum that may be due or any time thereafter may become due to the contractor, or from his security deposit.

Clause 16 of Forms No. CPWD 7 & 8

- (i) Contractor may be required to make good the defects in work at his own expenses, or re-execute the work if it is not in accordance with the specifications, designs, etc.
- (ii) Engineer-in-charge to offer lower rates to the contractor for work done that is not conforming to specifications, if the work so done is otherwise acceptable to the Department.

CLAUSE 17 Contractor to supply tools and plants etc.

The contractor shall provide at his cost all materials (except such materials if any, as may in accordance with the contract be supplied from the engineer-in-charge store) plant tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work 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 requirement of the engineer-in-charge as to any matters 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 work and counting, weighing and assisting in the measurement for examination at any time and from time to time of the works or materials failing doing so 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 the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

CLAUSE 18

In respect of all labour directly employed in the work, for the performance of the contract, or part of the contract, the contractor shall at his own expense arrange for the safety provisions and shall at his own expense provide for all facilities in connection therewith.

CLAUSE 19

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, the number of labourers employed by him on the work.

CLAUSE 20

In respect of all labour directly or indirectly employed in the work for the performance of the contract or part of this contract the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements of the works.

Signature of tenderer

CLAUSE 21

The engineer-in-charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor employ upon the work may be incompetent misconduct himself and the contractor shall forthwith comply with such requirements.

CLAUSE 22

It shall be the responsibility of contractor to see that the building under construction is not occupied by any body un- authorized during construction and is handed over to the engineer-in-charge with vacant possession of complete building if such building though completed is occupied illegally, then the engineer-in-charge shall have the option to refuse to accept the said building/ buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy up to 5% tendered value of work may be imposed by the accepting authority whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

CLAUSE 23 Minimum wages ACT to be complied with

The contractor shall comply with the provisions of the minimum wages Act 1948 and contract labour (regulations 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 24 work not be sublet action in case of insolvency

The contractor shall not be assign or subject without the written approval of the accepting authority and if the contractor shall assign or sublet his contract ,or attempt it to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors , or attempt to do so or if any bribe , gratuity, gift, loan requisite reward or advantage pecuniary or otherwise shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agent to any public officer or person in the employ of Government in any way relations to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract , the engineer-in –charge on behalf of the President of India shall have power to adopt any of the courses specified in clause thereof as he may deem best suited to the interest of Government ant in the event of any of these courses being adopted the consequences specified in the said clause 3 shall ensue.

CLAUSE 25 Changes in firm's constitution to be intimated

Where the contractor is a partnership firm the pervious approval in writing of the accepting authority shall be obtained before any change is made in the constitution of the firm where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the fight toy out the works hereby undertaken by the contractor if previous approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of clause 24 thereof and the same action may be taken , and the same consequences shall ensue as provided in the said clause 24.

Signature of tenderer

All work to be executed under the contract shall be executed under the direction and to the approval in all respects of the engineer in charge who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on

CLAUSE 27 Settlement of disputes and arbitration

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as any other question , claim , right, matter or thing whatsoever in any way arising out of relating to the contract designs , drawings, specifications, estimates, instructions ,orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation of the work , termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

- i) If the contractor consider any work demanded of him be outside the requirement of the contract ,or disputes any decision given in writing by the engineer-in –charge on any matter in connection with carrying out of the work to be unacceptable. He shall promptly within 15 days request the accepting authority in writing instruction or decision there upon the accepting authority shall give his written instructions or decision within a period of 15 days from the receipt of the contractors letter through engineer-in-charge.
- ii) If engineer fails to give instruction or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the engineer the contractor may within 15 days of the receipt of engineers instruction/ decisions who shall afford an opportunity of the contractor to be heard if the latter so desire and to offer evidence in support of his appeal , if the engineer shall give his decision within 15 days of receipt of contractors appeal if the contractor is dissatisfied with this decision give notice to the accepting authority for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable education by the arbitrator.

CLAUSE 28

In the case of any class of work for which there is no such specifications as referred to in clause-11 such work shall be carried out in accordance with the bureau of Indian standards specifications in case there are no such specifications in bureau of Indian stand the work shall be carried out as per manufacturers specifications if not available then as per district specifications in case there are no such specification as required above the work shall be carried out in all respects in accordance with the instructions and requirements of the engineer in charge .

CLAUSE 29 Withholding and lien in respect of sums due from contractor

Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor ,the engineer-in charge or the Government shall be entitled to withhold and also have a lion to retain such sum or sums in whole or part from the security ,if any deposited by the contractor and for the purpose aforesaid , the engineer-in charge or the Government shall be entitled to withhold the security deposit ,if any , furnished as the case may be and also a lien over the same pending finalization or adjudication of any such claim.

Signature of tenderer

In the event of security being insufficient to cover the claimed amount or amount the engineer –in –charge or the government shall be entitled to withhold and have alien to retain to the extent of such claimed amount or as referred to above from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in –charge or the Government or any contracting person though the engineer in charge ending finalization or adjudication of any such claim .

It is an agreed term of the contract that the sum of money or moneys so with held or retained under the lien referred to above by the engineer in charge or government will be kept with held or retained as such by the Engineer –in charge or Government till the claim arising out or under the contract is settled and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such with holding or retention under the lien referred to above an duly notified as such to the contractor for the purpose of this clause where the contractor is a partnership firm or a limited company the engineer in charge or the Government shall be entitled to withhold and also have alien to retain towards such claimed amount or amount in whole or in part from any sum found payable to any partner/ limited company as the case may be whether in his individual capacity or otherwise.

Government shall have the right to cause an audit and technical examination of the work and the final bill of the contractor including all supporting vouchers abstract etc to be made after the payment of the final bill and if as a result of audit and technical examination and sum is found to have been overpaid in respect of any work done by the contractor under the contract and found not to have been executed the contractor shall be liable to refund the amount of over payment and it shall be lawful for government to recover the same from him in the manner prescribed in sub clause (1) of this clause or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it the amount of such under payment shall be duly paid by government to the contractor without interest thereon whatsoever provided that the government shall not entitled to recover any sum over paid nor the contractor shall be entitled to payment sum paid short where such payment has been agreed upon between the accepting authority or engineer on the one hand the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the executive engineer.

CLAUSE 30 lien in respect of claims in other contract

Any sum of money due any payable to the contractor (including the security deposit returnable to him) under the contract may be withheld on retained by contracting person or person through engineer in charge against any claim of the Engineer in Charge or Government or other person or person in respect of payment of a sum of money arising out or under any other contract made by the contractor with the engineer in charge against any claim of the contractor with the engineer in charge or the Government or with such other person or person.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the engineer in charge or the government will be kept withheld or retained as such by the engineer in charge or the government or till his claim arising out of same contract or any other contract is mutually settled or determined by the arbitration clause or by the competent court as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum money withheld or retained under this clause and duly notified as such to the contractor.

Signature of tendererr

Clause 33 Termination of contract on death of contractor.

Without prejudice to any of the right or remedies under this contract if the contractor dies the accepting authority on behalf of the President of India shall have the option of terminating the contract without compensation to the contractor.

Clause 34 If relation working in CRPF the contractor not allowed tendering.

- (i) The contractor shall not be permitted to tender for works in the CRPF In which his near relative is posted as accountant or as an officer in any capacity between the grades of he Engineer- and Assistant Commandant Engineer (both inclusive) he also intimate the name of persons who are working with him any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the CRPF. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors or this department. If, however, the contractor is registered in any other department, he shall be debarred from tendering in CRPF for any breach of this condition.

Signature of contractor

Note:- by the term “near relative meant wife and husband, parents and grandparents children and grand children and grand children brothers and sisters, uncles, sons and cousins and their corresponding in-laws.

Clause :35 Return of materials and recovery for excess material issued.

- (i) After completion of work and also at any intermediate stage in the event of non reconciliation of materials issued consumed and in balance (see Clause 10) theoretical quantity of materials issued by the Government for use in the work shall be calculated on the basis and method given hereunder:-
 - (a) Quantity of cement and bitumen shall be calculated on the basis or quantity of cement or bitumen required different items of work, as per schedule of rate. In case any item is executed for which standard constants for consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.
 - (b) Theoretical quantity of steel reinforcement or structural steel section shall be taken as the quantity required as per design or as authorized Engineer-in-Charge, including authorized lappages, chairs etc., plus 3% wastage die to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameter wise, section wise and category wise separately.
 - (c) Theoretical quantity of GI and CI or other pipes, conduits, wires and cables, pig lead and GI/MS sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces(except in he case of GI/MS sheet it shall be 10%) such determination and comparison being made diameter wise and category wise.
 - (d) For any other material as per actual requirement .
- (ii) Over the theoretical quantities of materials so computed.

Clause 37 Levy es payable by contractor

- (i) GST, Sale tax or any other tax on materials in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect.
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, Kankar etc. from local authorities.
- (iii) If pursuant to or under any law notification or order any royalty case or the lice becomes payable by the Government of India and does not any time become payable by the contractor to the state Government, Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

Clause 38 Condition for reimbursement of levy /taxes if levied after receipt of tenders.

- (i) All tendered rates shall be inclusive of all taxes and levies payable under respective states, however, pursuant to the Constitution(46th amendment) Act.1982, if any further tax or levy is imposed by states, after the last stipulated date for the receipt of tender including extension if any the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid provided such payments, if any is not in the opinion of the Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- (ii) The contractor shall keep necessary books of account and other documents for the purpose of this condition as may be necessary and shall allow inspection of he same by a duly authorized representative of the Government and /or the Engineer-in-Charge and further shall furnish such other information /document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy pursuant to the constitution(Forty sixth amendment)(Act. 1982 give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relation thereto.

So computed a variation shall be allowed as specified in schedule 'F' difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to that satisfaction of the Engineer-in-Charge within fifteen days of he issue of written notice by the Engineer-in-Charge to this effect shall be recovered at the rates specified in, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract.

Decision of Engineer-in-Charge in regard to theoretical quantities of materials which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in schedule shall be final and binding on the contractor.

For non-schedule items, the decision of the Engineer regarding theoretical quantities of materials, which should have been actually used, shall be final and binding on the contractor

The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

Signature of contractor

SAFETY CODE

1. Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders, when a ladder is used an extra mazdoor shall be engaged for holding the ladder is used for carrying materials as well as suitable footholds and hand hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $1/4^{\text{th}}$ ($1/4^{\text{th}}$ horizontal and 1 vertical)
2. Scaffolding of staging more than 3.6 m(12 ft) above the ground or floor swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted braced and otherwise secured at least 90 cm(3 ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such opening as may be necessary for the delivery of materials such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform gangways and stairways should be so constructed that they should not be unduly or unequally and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft) above ground level or floor level, they should be closely boarded should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3 ft)
5. Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30 ft) in length while the width between side rails in hung ladder shall in no case be less than 29 cm(11.5 inch) for ladder upto and including 3m (10 ft) in length. For longer ladders, its width should be increased at least $1/4^{\text{th}}$ for each additional 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor should provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defense of every suit action or other proceedings in law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compensate any claim by such person.
6. Excavation and trenching :- All trenches 1.2 m (4 ft) or more in depth, shall at all times be supplied with at least one ladder for each 30m (100ft) in length or fraction thereof ladder, shall extend from bottom of the trench to at least 90 cm (3ft) above the surface or the ground. The sides of the trenches, which are 1.5 m (5ft) or more in depth shall be, stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5ft) of the edges of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

Signature of contractor

Demolition:- Before any demolition work is commenced and also during the progress of the work.

- (i) All roads open areas adjacent to the work site shall either be closed or suitably protected.
- (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosive or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided.

- (i) Workers employed on mixing asphaltic material cement and lime mortars shall be provided with protective footwear and protective goggles.
- (ii) Those engaged white washing and mixing or stacking or cement bags or any material, which is injurious to the eyes, shall be provided with protective goggles.
- (iii) Those engaged in welding works shall be provided with welders protective eye shields.
- (iv) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

Signature of contractor

The area should be barricaded or cordoned off by suitable means to avoid mishaps or any kind, proper warning signals should be displayed for the safety for the public and when ever cleaning works are undertaken during night or day.

- (a) No smoking or open flames shall be allowed near the blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- (b) Workers should not be allowed to work inside the manhole continuously, He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- (c) Gas masks with oxygen cylinder should be kept at site for use in emergency.
- (d) Air blowers should be used for flow of fresh air through the manhole. Whenever called for potable air blowers are recommended for ventilating the manholes. The motors for these shall be vapor proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might vbe present.

(vi) The contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form,. Whenever men above the age 18 years are employed on the work of lead painting, the following precaution should be taken:-

- (a) No paint containing lead or lead product shall be used except in the form of paste of ready made paint.
- (b) Suitable facemask should be supplied for use by the workers when paint is applied in the form of spray surface having lead paint is dry rubbed and scrapped.
- (c) Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable to working painters to was during and on the cessation of work.

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

Signature of tenderer/s

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

11. All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places or work.

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

13. To ensure effective enforcement of the rules and regulation relating to safety precautions the arrangements made by the contractor shall be opened to inspection by the Engineer-in-Charge of the department or their representative.

Signature of tenderer/s

SCHEDULE "A"

1-Schedule of quantities (Enclosed) with schedule "A" & "B"

SCHEDULE –"B"

2. Schedule of materials to be issued to the contractor

S no	Description of items	Qty	Rates in figures and which the materials will be charged to the contractor	Place of issue
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N.A

SCHEDULE –"C"

3. Tools and plant to be hired to the contractor N/A

S no	Description of items	Hired charged per day	Place of issue
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SCHEDULE –"D"

4. Extra schedule for specific requirement /documents for the work, if any:- will be produced as per requirement.

SCHEDULE –"E"

Schedule of component of cement, steel, other materials, labour etc. for price escalation.

Clause 10 CC:- N.A

SCHEDULE –"E"

1. Name of work:- _____

Signature of tenderer/s

Clause

Authority for compensation under clause 2 _____ yes/no

Clause-5

Number of days from the date of issue of letter of acceptance for reckoning of start _____ 15 days after issuing Work Order.

Mile stone(s) as per table given below:-

S.no	Description of Milestone(Physical)	Time allowed in the days (From date of start)	Amount to be withheld in case of non achievement of milestone
1			

S no	Financial progress	Time allowed in the days (From date of start)	Amount to be withheld in case of non achievement of milestone.
1	1/8 th (Of whole work)	1/4 th (of whole work)	In the event of not achievement the necessary progress as assessed from the running payments 1% of three tendered value of work will be withheld for failure of each milestone.

Signature of tenderer/s

2. Estimate cost of work:- _____

i) Earnest money Rs. _____

II) Performance Guarantee:- 3% to tendered value.

III) Security deposited:- 3% to tendered value.

3. Officer inviting tender:- DIGP, Group Center, CRPF, Ranga Reddy, TS.

4. Maximum percentage for quality of items of work to be executed beyond which rates are to be determined in accordance with clauses 12.2& 12.3 see below.

5. Accepting Authority:- CEA of CRPF.

6. Percentage on cost of materials and labour to overall overheads and profit 15%

7. Standard schedules of rates:- CPWD Schedules of rates and market rates.

8. Department: MHA. Govt of India

9. Standard CPWD contract form : CPWD form 7/8 as modified and upto dated corrected slips.

Clauses

1. The allowed for submission of performance guarantee from the date of issue of letter of acceptance, in days **15 days**
2. Maximum allowable extension beyond the period provided in I above in days .1/3rd of the stipulated time.

Signature of tenderer/s

17. Authority of give fair and reasonable extension of time for completion/supply of work:- DIGP, Group Center, CRPF, Ranga Reddy, TS.

Clause 7

Gross work to be done together with net payment /adjustment of advance for material collected if any since the last such (payment for being eligible to interim payment _____
_____ N/A _____

Clause 10 CC

Clause 10 CC to be applicable in contracts with stipulated periods of completion exceeding the period shown in next column:-

Clause 11

Specification to be followed for execution of work:- CPWD specifications upto date.

Clause 12.2 & 12.3 Deviation limit beyond which Clause 12.2 & 12.3 shall apply for building work _____

12.5 Deviation limit beyond which Clause 12.2 & 12.3 shall apply for foundation work _____

Clause 16

Competent authority for deciding reduced rates:- DIG, GC, CRPF, Ranga Reddy.

Clause 36i

Signature of tenderer/s

SCHEDULE OF QUANTITIES

Name of work : Repair and replacement of exterior and interior painting in type-VI family Quarters (quarter No.2 and 04) in GC CRPF Ranga Reddy.

<i>SL</i>	<i>Description of Items</i>	Quantity	Unit
1	Wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound) content less than 50 grams/ litre of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour.		
2	Two coats	1726.00	sqm
3	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	2868.00	sqm
4	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :		
5	One or more coats on old work sqm	144.00	sqm
6	Finishing walls with Acrylic Smooth exterior paint of required shade :		
7	Old work (Two or more coat applied @ 1.67 ltr/ 10 sqm) on existing cement paint surface	1142.00	sqm
8	Providing and fixing white vitreous china pedestal type water closet (European type) with seat and lid, 10 litre low level white vitreous china flushing cistern & C.P. flush bend with fittings & C.I. brackets, 40 mm flush bend, overflow arrangement with specials of standard make and mosquito proof coupling of approved municipal design complete, including painting of fittings and brackets, cutting and making good the walls and		
9	W.C. pan with ISI marked white solid plastic seat and lid each	3.00	each
10	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require:		
11	White Vitreous China Wash basin size 630x450 mm with a pair of 15 mm C.P. brass pillar taps each	2.00	each
12	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.		
13	Flexible pipe		
14	32 mm dia each 104.35	2.00	each
15	Providing and fixing PTMT Waste Coupling for wash basin and sink, of approved quality and colour.		

16	Waste coupling 31 mm dia of 79 mm length and 62mm breadth weighing not less than 45 gms each	3.00	each
17	Providing and fixing PTMT towel rail complete with brackets fixed to wooden cleats with CP brass screws with concealed fittings arrangement of approved quality and colour		
18	600 mm long towel rail with total length of 645 mm, width 78 mm and effective height of 88 mm, weighing not less than 190 gms. each	3.00	each
19	Providing and fixing PTMT liquid soap container 109 mm wide, 125 mm high and 112 mm distance from wall of standard shape with bracket of the same materials with snap fittings of approved quality and colour, weighing not less than 105 gms. each	2.00	each
20	Providing and fixing C.P. brass bib cock of approved quality conforming to IS:8931 :		
21	15 mm nominal bore each 434.20	2.00	each
22	Providing and fixing C.P. brass angle valve for basin mixer and geyser points of approved quality conforming to IS:8931		
23	15mm nominal bore each 500.35	3.00	each
24	Providing and fixing 8 mm dia C.P. / S.S. Jet with flexible tube upto 1 metre long with S.S. triangular plate to European type W.C. of quality and make as approved by Engineer - in - charge. each	2.00	each
25	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required.		
26	In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works kg 142.30	150.00	kg

Signature of tenderer/s

THE LIST OF APPROVED MAKES OF MATERIALS

(Subject to satisfying the parameters specified in CPWD specification and ISI code)

1	STRUCTURAL STEEL SECTIONS	SAIL, TISCO, RINL, JINDAL, JSPL
2	CEMENT	ACC, L&T, ULTRATECH, SHREE CEMENT, BIRLA, AMBUJA , CCI, BINANI, J.K., Lafarge Brand Cement
3	WHITE CEMENT	J.K. WHITE, BIRLA WHITE,
4	WATER PROOFING COMPOUND	PIDILITE, CICO, FOSROC ACCOPROOF, IMPERMO, TAPECRETE.
5	BITUMEN	INDIAN OIL, HINDUSTAN PETROLEUM, BHARAT PETROLEUM
6	NON METALIC SURFACE HARDNER	ARMSTRONG, NITOFLOHARDTOP , FOSROC , SIKAFLOOR® – 2 SYNLTOP, IRONITE COMPANY OF INDIA LTD,
7	LOCKS/LATCH & FIXURES	GODREJ, HARDWYN, DORSET, OZON
8	WIRE MESH	HAVER STANDARD INDIA PVT LTD, GRAND METAL CORPORATION, STERLING ENTERPRISES, TRIMURTY WELDED MESH, TIGER
9	NUTS, BOLTS AND SCREWS, STEEL	KUNDAN, PRIYA, ATUL, PUJA
10	POLY-SULPHIDE/SILICON SEALANT	PIDILITE, FOSROC, TUFFSEAL, CHOKSEY CHEMICALS,
11	DASH FASTNERS	HILTI, FISCHER, BOSCH, CANON
12	HYDRAULIC DOOR CLOSER/FLOOR SPRING	HARDWYN, GODREJ, DORSET, OZON, DORMA
13	S.S. RAILING/ SECTION	JINDAL STAINLESS STEEL LTD., ICICH INDUSTRIES, ESSAL, DORMA, TATA
14	Float Glass	MODI FLOAT, SAINT GOBAIN, ASAHI,
15	EPDM GASKET	HANU/ANAND/LESCUYER
16	TILE ADHESIVE	PIDILITE, CICO, DUNLOP, VAMORGANIC, FOSROC
17	CERAMIC GLAZED TILES	JOHNSON, KAJARIA, SOMANY, RAK
18	PORCELAIN TILES	JOHNSON, KAJARIA
19	VITRIFIED TILES	KAJARIA, JOHNSON, SOMANY, RAK, ORIENT BELL,
20	CHEQURED TILE	NITCO, ULTRA, PAVIT, K.K.
21	CC PAVERS	PAVIT, NITCO, ULTRA, K.K.
22	PRECAST CC KERB STONE	PAVER INDIA, K.K., KJS CONCRETE, DALAL
23	GRASS PAVER	PAVIT, NITCO, ULTRA, K.K.
24	FIRECLAY SINKS & DRAIN BOARDS	PARRY, SANFIRE(DELUXE)
25	STAINLESS STEEL SINKS	NILKANTH, NIRALI, JAYNA

26	SOIL, WASTE & VENT PIPES & FITTINGS A) CENTRIFUGAL CAST IRON	NECO, SKF, CICO, HIF (BabuLal Bajaj Iron Foundary) Bengal Iron Corporation
27	LA (CI) PIPES	RIF, NECO, HIF, ELECTRO STEEL
28	G.I. SHEET	SAIL, TATA, JINDAL, TISCO
29	FIBRE GLASS SHEET	SIMCRYL, SIMBA, FIBER TECH COMPOSITE PRIVATE LIMITE
30	G.I. PIPES	TATA, JINDAL (HISSAR)
31	G.I. FITTINGS (MALLEABLE CAST IRON)	UNIK, ICS, AMCO, KS
32	GUNMETAL VALVES	LEADER, SANT, ZOLOTO
33	STONEWARE PIPE & GULLY TRAPES	PERFECT, PARRY, ANAND
34	R.C.C. PIPES (NP-2)	LAKSHMI, SOOD & SOOD, JAIN & CO, DIWAN SPUN PIPES, PRAGATI CONCRETE UDHYOG, K.K. Manhole
35	C.I. DOUBLE FLANGED SLUICE VALVES	KIRLOSKAR, IVC, BURN
36	C.I. DOUBLE FLANGED NON- RETURN VALVES	KIRLOSKAR, SANT, KARTAR
37	C.I. MANHOLES COVERS	B.C.M, RIF, NECO
38	UPVC PIPE	SURREME, PRINCE, FINOLEX, PRAKASH
39	BALL VALVES	ZOLOTO, IBP, ARCO
40	BEVELED EDGE MIRROR	MODIGUARD, ATUL, SAINT GOBAIN
41	READY MIX CONCRETE (RMC)	ACC, ULTRATECH, LAFARGE, L&T, RMC India. N.D.CON
42	UPVC WINDOW/DOORS	FENESTA, REHAU, POLYWOOD
43	PPR PIPES	SFMC, SAFE, POINEER INDUSTRIES
44	FIRE GLASS FOR VISION PANNELS	SAINT GOBAIN, ASHAI INDIA, MODI
45	ALUMINIUM EXTRUDED PROFILES	HINDALCO/JINDAL/NALCO
46	FIRE DOOR	GODREJ/SHAKTI/NAVAIR
47	PT MT	PRYAG, POLYTUF
48	ROLLING SHUTTER	RAMA ROLLING SHUTTER, JYOTI ROLLING SHUTTER, ANAND INDUSTRIES, SHRI RAM ROLLING SHUTTER
49	CPVC PIPE & FITTINGS	AJAY FOLOWGUARD, ASHIRWAD FOLOGUARD
50	POP (PLASTER OF PARIS)	J.K. LAXMI, SRIRAM NIRMAN, SAKARNI
51	PRELAMINATED PARTICLE BOARD	CENTURY PLY, ECO BOARD, BHUTAN BOARD, ACTION TESA, GREEN PLY, KITPLY, MERINO
52	BLOCK BOARD/ PLY WOOD	CENTURY PLY BOARD, DURO, GREEN PLY, KITPLY, MERINO
53	FLUSH DOOR	CENTURY PLY BOARD, DURO, GREEN PLY, KITPLY, MERINO
54	FRP CHAJJA & DOORS	FIBERWAYS, ASHOO MODEL ARTS, SIMBA
55	PVC DOORS	RAJSHREE, FINOLEX PLASTICS, ACCURA, SYNTEX
56	SFRC/PRECAST C.C./ RCC COVERS	KK MANHOLE, PRAGTI CONCRETE, NITCO, DALAL

57	PRECAST CC INTERLOCKING TILES	HINDUSTAN, PAVER INDIA, K.K., DALAL, UNISTONE
58	PVC WATER STORAGE TANK	SYNTEX, ROLEX ROTOMAC PLUS
59	KITCHEN LOFT TANK	SYNTEX, TIRUPATI STRUCTURALS LIMITED, K. M. S. PLAST WORLD PRIVATE LIMITED, PLANET PLASTICS, SRI KAMAKSHI TRADERS, SREYAH NOVEL INC.
60	DUCTILE IRON PIPE (WATER SUPPLY)	ELECTRO STEEL, KDUPL, ELECTRO SPUN, SURYA & TATA
61	FACTORY. MADE SECTION WINDOW	MAHABIR or ISI MARK PRODUCT ONLY,
62	PLASTIC SEAT COVER	COMMANDER, JINDAL, ADMIRA, CUCKOO
63	PVC CISTERN	STEELBIRD, JINDAL, PRAYAG, HINDWARE, PARYWARE
64	M.S. DOOR FITTINGS	ASHISH, OXFORD, GARG, ADARSH
65	ALUMINIUM DOOR FITTINGS	CLASSIC, EVEREST, ARGENT
66	Fiberglass Reinforced Plastic (FRP) Panelled/ Flush Door Shutter & Frame.	Fibreways Technology, Shiv Shakti FibreUdyog, Simba FRP Pvt. Ltd. & Advance Tech.
67	SENTHETIC ENAMEL (FIRST QUALITY)	M/s Asian Paints - Apcolite Gloss Enamel
		M/s Nerolac - Nerolac Synthetic Enamel
		M/s Berger Paints - Luxol Hi-Gloss Enamel
68	OIL BOUND DISTEMPER	M/s Berger Paints India Ltd (Luxol Hi-gloss enamel), (Bison Acrylic Distemper)
		M/s Shalimar Paints - Superlac Hi-Gloss Enamel
		M/s ICI India Ltd AKZONOBEL (Dulux Hi gloss Enamel)
		M/s Johnson & Nicholson Ltd (Borolac)
		M/s Asian Paints Ltd (Tractor Acrylic Distemper)
69	ACRYLIC EMULSION INTERIOR	M/s Asian Paints - Asian Premium Emulsion
		M/s Shalimar Paints Ltd (Superlac Hi-gloss enamel/ No. 1 Premium Acrylic Distemper)
		M/s Nerolac - Nerolac Synthetic Enamel
		M/s Berger Paints - Luxol Hi-Gloss Enamel
70	ACRYLIC EMULSION EXTERIOR	M/s Asian Paints - Asian Premium Emulsion
		M/s Shalimar Paints Ltd (Superlac Hi-gloss enamel/ No. 1 Premium Acrylic Distemper)
		M/s Nerolac - Nerolac Synthetic Enamel
		M/s Berger Paints - Luxol Hi-Gloss Enamel
71	Cement Based Paint	M/s Shalimar Paints - Xtra Premium Emulsion
		M/s ICI India Ltd AKZONOBEL (Dulux Weather sheild Max)
		M/s Asian Paints - Asian Premium Emulsion
		M/s Berger Paints India Ltd (Weathercoat All Guard)
		M/s Shalimar Paints Ltd (Xtra Maxima)
		M/s ICI India Ltd AKZONOBEL (Dulux Weathersheild Max)

72	Cement Primer	M/s Asian Paints Ltd (Uatsavcem) M/s Berger Paints India Ltd (Durocem)
73	Texture finish	M/s Shalimar Paints Ltd (MahaCemkote) M/s ICI India Ltd AKZONOBEL M/s Johnson & Nicholson Ltd SPECTRUM, ACRO, SANDTEX, REVLONTEX M/s Berger Paints India Ltd
74	G.I. False Ceiling	Durlum, Hi-Steel, Armstrong
75	Calcium Silicate False Ceiling	Aerolite Ceiling, R.K.Ceiling, Armstrong
76	M.S. Tube	TATA, Jindal, SAIL
77	G.I. Union	KS, Zoloto, Unik
78	APP Water Proofing Treatment	APEX, STP Ltd., TEXA, Torch Tar, PIDILITE, DERMABIT, TechnNICOL India Private Limited, TechnNICOL Corporation Russia, IWL India Limited
79	GRC Tile	Dalal, UNISTONE, KK
80	ERW MS PIPE	Prakash, Surya, Jindal, TATA
81	TACTILE TILE	Somany, Unistone, Kajaria
82	POLYCARBONATE SHEET	G.E. Lexol, Everest, Poly Tuff, Fiberway Technology, Roof clad Pvt. Ltd
83	Reinforcement Bars	SAIL, RINL, TATA, JSW/ JINDAL
84	Laminated Wooden Flooring	Pergo, Vista, Green ply
85	WPC Panel	As approved by architect/ Engineer-in-charge
86	Glass Mossaic Tiles	Accura or brand approved by architect/ Engineer-in-charge
87	Laminates/ Veneering	Merino, Century, Formica, Duro
88	Fire Proof Shutters	SUKRI, SHAKTI, GODREJ, ADHUNIK, KUTTY, NAVAIR, BHAWANI
89	Antiskid Tape	3M, LIFKRAFTS, G&S
90	R.M.C	ACC, AHLCON, L&T, TECHNO CONCRETE OR AS APPROVED BY ENGINEER-IN-CHARGE
91	Stainless Steel Screws	Kundan, Arrow or equivalent
92	Steel Window	AGEW, STEEL PLAST, SEN HARVIC
93	Drapery Rod	Vista Levlor or equivalent.
94	Micro Concrete	FOSROC, SIKA, CICO
95	CP Brass fitting for Plumbing & sanitary china ware, if mention in Agreement Item as Jaquar or Equivalent.	Jaquar, Kohlar, ROCA,
96	VITREOUS CHINA SAINITARY WARE	PARRYWARE, HINDWARE, CERA, JAQUAR, ROCA
97	C.P. BRASS FITTINGS	JAQUAR, KOHLER, ROCA, PARKO, MARC, PRIMA, PLUMBER, PARRYWARE, HINDWARE.

1. All material to be 1st quality.

Note:

1. The contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material or engaging any of the specialized agencies. The Contractor shall make a detailed submittal with catalogues and highlighted progressed specifications, as well as full details of the work executed by the specialized agency, as specified.
2. Wherever applicable, the Engineer-in-charge may approve any material equivalent to that specified in the tender subject to proof being offered by the Contractor for equivalent to his satisfaction.

WATER PROOFING FOR SUNKEN FLOORS:-

1. The work shall be got executed from the specialized agency as approved by the Engineer in Charge.
2. Total quantity of the water proofing compound required shall be arranged only after obtaining the prior approval of the make by Engineer-in-charge in writing. Materials shall be kept under double lock and key and proper account of the water proofing compound used in the work shall be maintained. It shall be ensured that the consumption of the compound is as per specified requirements.
3. The finished surface after water proofing treatment shall have adequate smooth slope as per the direction of the Engineer-in-charge.
4. Before commencement of treatment on any surface, it shall be ensured that the outlet drain pipes / spouts have been fixed and the spout openings have been chased and rounded off properly for easy flow of water.

2. GUARANTEE BOND:-

1. **Five** years Guarantee bond in prescribed proforma in the tender document shall be submitted by the contractor which shall also be signed by both the specialized agency and the contractor to meet their liability / liabilities under the guarantee bond. However, the sole responsibility about efficiency of water proofing treatment shall rest with the building contractor. (**Ten per cent**) of the cost of water-proofing work shall be retained as Security Deposit and the amount so deducted would be released after **five** years from the date of completion of the entire work under the agreement, if the performance of the treatment is found satisfactory. If any defect is noticed during the guarantee period, the contractor shall rectify it within 15 days of receipt of intimation of defects in the work. If the defects pointed out are not attended to within the specified period, the same will be got done from another agency at the risk and cost of contractor.

2. The tendered rates shall include the cost of cutting holes in walls, floors, RCC slabs etc. wherever required and making good the same for which nothing extra shall be paid.

3. The entire responsibility for the quality of work will however rest with the building contractor only and he shall submit a Guarantee Bond as per Proforma at Page-52 10% (ten percent) of the cost of these items would be retained as security deposit and the amount so deducted would be released after two years from the date of completion of the entire work under the agreement, if the performance of the items is found satisfactory. If any defect is noticed during the guarantee period, the contractor should rectify it within seven days and if not attended to the same will be got done from another agency at the

risk and cost of contractor. However, this security deposit can be released in full if bank guarantee of equivalent amount is produced and deposited with the department.

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR
FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF
WATER-PROOFING WORKS (All Water - Proofing Items).**

The agreement made this..... day of (Two Thousand _____ only)
..... betweenS/o(hereinafter called the
GUARANTOR of the one part) and the PRESIDENT OF INDIA (hereinafter called the Government
of the other part)

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated
..... and made between the GUARANTOR OF THE ONE PART AND the Government of
the other part whereby the contractor inter alia undertook to render the building and structures in the
said contract recited completely water and leak-proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will
remain water and leak proof, for **five** years from the date of completion of work.

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

The decision of the Engineer-in-charge with regard to nature and cause of defect shall be final
and binding on Guarantor. During this period of guarantee, the guarantor shall make good all defects
and in case of any defect being found render the building water proof to the satisfaction of the
Engineer-In-Charge calling upon him to rectify the defects failing which the work shall be got done by
the Department by some other contractor at the Guarantor's cost and risk. The decision of the
Engineer-in-charge as to the cost payable by the Guarantor shall be final and binding.

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

IN WITNESS WHEREOF these presents have been executed by the obligatorand
..... by for and on behalf of the PRESIDENT OF INDIA on
the day, month and year first above written. SIGNED, sealed and delivered by OBLIGATOR in the
presence of :-

1. 2.

SIGNED FOR AND BEHALF OF THE PRESIDENT OF INDIA BYin the
presence of :-

1. 2.

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR
FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF SANITARY
INSTALLATIONS / WATER SUPPLY / DRAINAGE WORK.**

The agreement made this..... day of (Two Thousand only)betweenS/o(hereinafter called the GUARANTOR of the one part) and the PRESIDENT OF INDIA (hereinafter called the Government of the other part)

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated and made between the GUARANTOR OF THE ONE PART AND the Government of the other part, whereby the contractor inter alia, undertook to render the work in the said contract recited structurally stable, leak proof and sound material, workmanship, anodizing, colouring, sealing.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the affect that the said work will remain structurally stable, leak proof and guaranteed against faulty material and workmanship, and finishing for two years from the date of completion of work. NOW THE GUARANTOR hereby guarantee that work executed by him will be free from any leakage, seepage, cracks in pipes and guaranteed against faulty material and workmanship, defective galvanizing for two years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

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

That if the guarantor fails to make good all defects or commits breach thereunder, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and or cost incurred by the Government, the decision of the Engineer-in-charge will be final and binding on both the parties.

IN WITNESS WHEREOF these presents have been executed by the obligator and by for and on behalf of the PRESIDENT OF INDIA on the day, month and year first above written. SIGNED, sealed and delivered by OBLIGATOR in the presence of :-

1. 2.

SIGNED FOR AND ON BEHALF OF THE PRESIDENT OF INDIA BY..... in the presence of :-

1. 2.

**GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR
FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF
STONE WORK/ TILE WORK.**

The agreement made this..... day of (Two Thousand _____ only) betweenS/o(hereinafter called the GUARANTOR of the one part) and the President of India (hereinafter called the Government of the other part) WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated and made between the GUARANTOR OF THE ONE PART AND the Government of the other part whereby the contractor inter alia undertook to render the work in the said contract recited structurally stable workmanship, finishing and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the affect that the said work will remain structurally stable and guaranteed against faulty workmanship, finishing and materials.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable after the expiry of maintenance period prescribed in the contract for the minimum life of **five years** to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-in-charge/DIGP GC CRPF, RRY with regard to nature and cause of defect shall be final.

During this period of guarantee, the guarantor shall make good all defects to the satisfaction of the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's cost and risk. The decision of the Engineer-in-charge as to the cost payable by the Guarantor shall be final and binding. That if the guarantor fails to make good all the defects, commits breach thereunder, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and or cost incurred by the Government, the decision of the Engineer-in-charge will be final and binding on both the parties.

IN WITNESS WHEREOF these presents have been executed by the obligatorand by for and on behalf of the President of India on the day, month and year first above written. SIGNED, sealed and delivered by OBLIGATOR in the presence of:-

1. 2.

SIGNED FOR AND BEHALF OF THE PRESIDENT OF INDIA BYin the presence of :-

1. 2.

GUARANTEE TO BE EXECUTED BY CONTRACTOR (S)

FOR ANY FADING, PEELING OFF AND DISCOLOURING AFTER COMPLETION IN RESPECT OF ITEMS IN THE SCHEDULE OF QUANTITIES

The agreement made this -----day of -----Two thousand -----
----- between -----son of -----of -----
(hereinafter called the GUARANTOR of the one part) and the PRESIDENT OF INDIA
(hereinafter called the Government of the other part).

WHEREAS THIS agreement is supplementary to a contract (hereinafter called the contract) dated -----and made between GUARANTOR OF THE ONE PART and the GOVERNMENT of the other part, whereby the contractor, *inter alia*, undertook to apply paint on external surface of the building and structures in the said contract. AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said painting against fading, peeling off and discoloring for five years from the date after the maintenance period prescribed in the contract. Provided that the Guarantor will not be responsible for misuse of the painted surface. The decision of the Engineer-in-Charge with regard to misuse of painted surface shall be final. During this period of guarantee, the guarantor shall make good all defects and in case of any defects being found in painting such as fading, peeling off and discoloring to the satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-Charge calling up on him to rectify the defects, failing which the work shall be got done by the department by some other contractor at the GUARANTOR's cost and risk. The decision of the Engineer-in-Charge as to the cost, payable by the guarantor shall be final and binding.

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

IN WITNESS WHERE OF these presents have been executed by GUARANTOR --
----- and by -----and for and on behalf of the PRESIDENT OF
INDIA on the day, month and year first above written. Signed, sealed and delivered by the
GUARANTOR in the presence of

- 1.
- 2.

Signed for and on behalf of the PRESIDENT OF INDIA by ----- in the
presence of _____

ADDITIONAL CONDITIONS AND SPECIFICATIONS FOR CIVIL WORKS

1. The work shall be carried out in accordance with schedule of quantities with the following specifications and conditions amended up to date as for this work.

CPWD specifications for bricks, sand, cement, and concrete etc in to completion of work

a) and up to date corrections

2. The contractor is advised to visit the site before quoting for this tender to apprise himself about the site environments and other conditions. Drawings and inventories can be seen in the office of undersigned.

3. The contractor shall be responsible for any damage done to the building or electrical installations during the execution of the work. Damage, if any shall have to be made good by the contractor at his own cost failing which the same shall be got rectified/made good at the risk and cost the contractor.

4. The work shall be carried out in engineering like manner and bad workmanship shall be rejected summarily. For redoing the job, no claim of the contractor shall be entertained on this account.

5. The site shall be cleared of malba, debris caused by working at site by the Electrical contractor without any extra cost to the department.

6. The contractor or his authorized technical representative shall sign the site order book and comply with the remarks entered therein by the representative of the Department.

7. The contractor will ensure that all the skilled persons managed/deployed for executing the electrical work possess the valid wireman license issued by approved authorities. Consequences arising due to the default of the contractor to comply with this condition would be contractor's responsibility only.

8. The contractor will make his own arrangement for required T&P for execution of work and storage of his own material. The watch and ward of the materials and of the installations would be responsibility of contractor till the work is completed/handed over to the department. Nothing extra shall be paid to the contractor on this account.

9. All the material should be ISI marked. Wherever not specified, if ISI marked material is not available it should be confirming to BIS specification amended up to date.

14. The contractor shall have to furnish the test report.

15. A list of approved make of materials to be used in the work is appended. The contractor shall use all the materials only after approval by Engineer-in-charge.

18. The materials shall be procured only from the manufacturers and their authorized dealers and documentary proof for such procurement and supply shall be produced by the contractor.

19. The department reserves the right to verify from the manufacturers/authorized test laboratory the genuineness and quality of the products / materials which brought at site by the contractor.

20. Contractor shall prepare the inventory after completion of work and must be submitted to department after final bill is prepared.

21. The contractor should make minimum fair wages to the staff as per prevailing labour laws. The wages shall be made to the bank account of the labour and proof shall be submitted to SI/Civil/ AC/Genl).

27. All the workmen engaged for the work shall get social security benefits from contractor like EPF & ESI and proof shall be submitted to SI/Civil/ AC/Genl).

28. The decision of the Engineer - in - charge/ executing officer /DIGP is final & binding on the contractor

29. The rate quoted should be inclusive of all duties & , GST es etc., Nothing extra shall be paid, later on any account what so ever.
30. The quantities given in schedule of work for all the items are tentative. The work shall be carried as per actual requirement as approved by the Engineer -in – Charge
31. The materials to be used in the work shall be procured only authorized sources / dealers / distributors and documentary evidence to this effect shall be submitted immediately to the Engineer – in – charge, failing which the Engineer – in – Charge reserves the right to reject the materials.
32. The contractor has to make his own arrangements for the watch and ward of the materials and other installations till the installation / work is completely handed over to the dept, No extra claim will be entertained on account of this. Any damage caused to the materials during or under storage will be to the contractor's account
33. The contractor has to follow the local security / safety rules and regulations and such instructions on restricted hours of work as may be imposed on him by the department / local authorities, while working in security / restricted zone and no claim on account of the loss of labour / idle labour will be entertained. His attention is therefore once again drawn to para 2 above.
34. All components shall conform to relevant Indian standard specification. Wherever existing these materials with ISI certification mark shall only be used
35. All the materials to be used in the work shall be got approved by the Engineer – in – charge before their actual use in work
36. All repairs and patch works shall be neatly carried out to match with original finish by the contractor to the entire satisfaction of the Engineer – in – charge
37. Water proofing work shall be executed through the agency which should be trained/Certified by the Dr. Fixit/Fosroc/Equivalent/Competent Agencies in such kind of works.

TABLE OF MILE STONE (S)

Name of Work: Repair and replacement of exterior and interior painting in type-VI family Quarters (quarter No.2 and 04) in GC CRPF Ranga Reddy.

Sl. No.	Milestone Programme	Time Allotted (From date of start)	Amount to be withheld in case of non-achievement of milestone
1	Work upto 33% of tender amount	05 DAYS	1.00 % of Tendered Amount
2	Work upto 66% of tender amount	05 DAYS	1.00 % of Tendered Amount
3	Completion of work	05 DAYS	1.00 % of Tendered Amount

SIGNATURE OF TENDERER

PERFORMA OF BANK GUARANTEE FOR SUBMITTING EARNEST
MONEY (On banks letter head with adhesive stamp)

To

**The DIGP GC
CRPF RANGAREDDY.
Pin 500078**

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

1. _____ 2. _____
3. _____ 4. _____

wish to participate in the said tender enquiry for the carry out the work to you (here in after called "The purchaser"). Whereas a bank guarantee against Earnest Money for a sum of Rs. _____ (in words) _____ Valid for 180 days from the date of tender opening viz. up to _____ is required to be submitted by "the tenderer" as a precondition for the participation,

this bank hereby guarantees and undertakes to pay the purchaser upto the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to the occurrence of any one of the three conditions mentioned below, specifying the occurred condition or conditions during the above said period of 90 days without any reservation and recourse.

Signature of the tenderer With seal

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of its validity.
2. If the tenderer after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser.
3. If the tenderer having been notified of the acceptance of this tender by the purchaser during the period its validity and
 - (a) If the tenderer fails to furnish the performance security for the due performance of the contract.
 - (b) If the tenderer fails or refuses to accept and or execute the contract as provided in the general conditions of the contract. The guarantee shall be irrevocable and shall remain valid up to 90 days from the date of opening of tender. If further extension to this guarantee is required, the same shall be extended to such period on receiving instructions from the tenderer on whose behalf this guarantee is issued and any demand in respect thereof should reach the Bank not later than the above date.

Date. _____ Signature of authorized officer of the bank _____
Place _____ Printed Name. _____
Designation _____
Name and address of the bank _____

Signature of the tenderer Banker's Common Seal

PERFORMANCE STATEMENT FOR LAST THREE YEARS

Name of Firm:

M/S _____

1. Contract Nos. :
2. Name of work :
3. Quantity on order :
4. Value :
5. Original D.P.:
6. Area of work within original D.P.:
7. Final Ext. D.P.:
8. Last work position. :
9. Reasons for Delay in work:
(If any)

Signature of the tenderer

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

DECLARATION

I. sole proprietor/partner/authorized Signatory
of

M/s.....sole

Proprietorship/partnership firm/public/private limited company, having its principle place of business/registered office at..... (full Address) do hereby solemnly affirm and declare as under:-

That I am the sole proprietor of M/s.....

Or

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

Name of partners.

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

Or

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

(Delete which is not applicable while typing affidavit)

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

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

Signature and Seal of the bidder