

INDEX

Sl.No.	DETAILS	PAGE No.
1	INDEX	1
2	INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING	2-3
3	RECEIPT OF DEPOSITION OF ORIGINAL EMD	4
4.	CPWD 6	5-9
5	INTEGRITY PACT	10-15
6	FORM OF EARNEST MONEY DEPOSIT/PG (BANK GUARANTEE BOND)	16
7	CPWD 7 AND SCHEDULES	18-22
8	TERMS AND CONDITION	23-26
9	SCHEDULE OF WORK	27

Executive Engineer (E)
DED-302,
(Formerly known as ED-XVII),
CPWD, R K Puram New Delhi-66

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING

The Executive Engineer (E), DED-302 (Formerly known as ED-XVII, CPWD, R K Puram New Delhi. (Phone 011-26177096/ e-mail: deleed17.cpwd@nic.in), invites on behalf of President of India, online percentage rate e-tender **in two bid system (Eligibility bid & price bid)** from specialized agencies/firms for the following works :-

NIT No.	42/EE(E)/DED-302/2020-21/Delhi
Name of work & location	MOEI & fans in various types of residential quarters under service centre no. 241 at DIZ Area New Delhi (SH:- Providing Services of Watch and Ward at Havlock Square Service Centre and Subdivision office)
Estimated cost put to tender	Rs. 12,90,644/-
Earnest Money	Rs. 25,813/-
Period of Completion	12 Months
Last date & time of submission of bids, EMD & other documents as specified in the NIT	Upto 15:00 hrs. on 08-10-2020
Time & date of opening bid	15:30 hrs. on 08-10-2020

**To be filled up by EE(E)

1) Specialized firm must fulfill following minimum eligibility criteria :-

A) Experience of having successfully completed works during last seven years ending last day of month previous to the one in which tender are invited.

a) Three similar works each of financial value not less than Rs. 5,16,258/- (40% of the estimated cost i.e. 12,90,644/-)

OR

b) Two similar works each of financial value not less than Rs. 7,74,386/- (60% of the estimated cost i.e. 12,90,644/-)

OR

c) One similar works each of financial value not less than Rs. 10,32,515/- (80% of the estimated cost i.e. 12,90,644/-)

Similar work shall mean works of "Providing services of watch and ward" The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids.

B) Certificate of average annual financial turnover of at least ` 6,45,322 /-(50% of estimated cost i.e. Rs. 12,90,644/- put to tender) of the last three years i.e. 2017-18, 2018-19 & 2019-20 from CA.

C) Bank Solvency certificate of value not less then ` 5,16,258 /-(40% of estimated cost i.e. Rs. 12,90,644/- put to tender) Or Networth Certificate of minimum of ` 1,93,597/- (15% of the estimated cost i.e. Rs. 12,90,644/- put to tender issued by Certified Chartered Accountant) (Solvency not required if applicant is a class I (Composite) registered contractor of CPWD and estimated cost is up to Rs. 25 Crore) **(Bank Solvency / Networth certificate should be issued during last 1 Year only)**

2) The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

3) Information and Instructions for bidders posted on website shall form part of bid document.

4) The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be

complied with and other necessary documents can be seen and downloaded from website www.tenderwizard.com/ CPWD or www.cpwd.gov.in.

- 5) But the bid can only be submitted after deposition of original EMD either in the office of **Executive Engineer (E), DED-302 (Formerly known as ED-XVII), CPWD, R K Puram New Delhi.** inviting bid or Division office of any Executive Engineer, CPWD within the period of bid submission and uploading the mandatory scanned document such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee (A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lakh, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled Bank having validity for 6 months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.) of any Scheduled Bank towards EMD (drawn in favour of **Executive Engineer (E), ED-XVII, CPWD, New Delhi**) receipt for deposition of original EMD instrument to Division office of any Executive Engineer, CPWD and other document as specified.
- 6) Those contractors not registered on the website mentioned above, are required to get registered before and. If needed they can be imparted training on online bidding process as per details available on the website.
- 7) The intending bidder must have valid class- III digital signature to submit the bid.
- 8) On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 9) Contractor can upload documents in the form of JPG format and PDF format.
- 10) Contractor must ensure to quote percentage rate of works component as given in template. The column meant for quoting percentage rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.
- 11) In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). However, if tenderer does not quote any percentage above or below on the total amount of the tender or any section / sub head in percentage tender, the tender shall be treated as invalid and not consider lowest tender.
- 12) The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

➤ **List of Documents to be scanned and uploaded within the period of bid submission:**

1. Treasury Challan / Demand Draft / Pay order or Banker's Cheque / Deposit at Call Receipt/FDR of any scheduled Bank against EMD **in favour of Executive Engineer (E), ED-XVII, CPWD, New Delhi.**
2. Copy of receipt for deposition of original EMD issued from Division office of any Executive Engineer, CPWD (In Enclosed Performa)
3. Certificate of Registration for GST as per NIT Stipulation. **If the bidder has not obtained GST registration in the state in which the work is to be taken up, then in such a case the bidder shall upload following undertaking with the bid document "If work is awarded to me, I/We shall obtain GST registration certificate within one month from date of receipt of award letter or before payment of 1st R.A. bill."**
4. Attested copies of completion certificate/ Work experience i.e. **Providing services of watch and ward.**
 - i) Completion certificate should be issued by the officers of the client department, will have to be scanned and uploaded. Incomplete certificate shall be summarily rejected. The completion certificate must clearly indicate the following. (Originals shall also be produced for verification if required)
 - a) The date of completion of work.
 - b) Nature and value of the work.
 - c) That the work has been completed satisfactorily.
 - d) Actual work done amount of completion certificate of each specialized component separately

5. Certificate of ESIC and EPFO registration, If the tenderer does not have ESIC and EPFO Registration then he have to upload an undertaking that, he has not employed/ deployed 20 or more labours in any day in the preceding one year for registration with EPFO and 10 or more labour in any day in the preceding 1 year for registration with ESIC and he will be get registered with ESIC and EPFO, if applicable before starting of the work otherwise appropriate action may be taken against him such as determination of contract, forfeiture of performance guarantee etc.
6. Certificate of average annual financial turnover of at least ` 6,45,322 /-(50% of estimated cost i.e. Rs. 12,90,644/- put to tender) of the last three years i.e. 2017-18, 2018-19 & 2019-20 from CA.
7. Bank Solvency certificate of value not less then ` 5,16,258 /-(40% of estimated cost i.e. Rs. 12,90,644/- put to tender) Or Networth Certificate of minimum of ` 1,93,597/- (15% of the estimated cost i.e. Rs. 12,90,644/- put to tender issued by Certified Chartered Accountant) (Solvency not required if applicant is a class I (Composite) registered contractor of CPWD and estimated cost is up to Rs. 25 Crore) (**Bank Solvency /Networth certificate should be issued during last 1 Year only**)
8. **License to run Private Security Agency by Govt of NCT of Delhi.**
9. Email & mobile no. of the firm/ agency on the letter head of firm/ agency (For making correspondence)

NOTE: **Please note that EMD should be in favour of EXECUTIVE ENGINEER (E), ED-XVII, CPWD, NEW DELHI**

Assistant Engineer(E)-4
DED-302, CPWD,
(Formerly known as ED-XVII),
R K Puram New Delhi-66

Assistant Engineer (E) P
DED-302, CPWD,
(Formerly known as ED-XVII),
R K Puram New Delhi-66

Executive Engineer (E)
DED-302, CPWD,
(Formerly known as ED-XVII),
R K Puram New Delhi-66

Receipt of deposition of original EMD

(Receipt No./Date.....)

<p>1. Name of Work:- MOEI & fans in various types of residential quarters under service centre no. 241 at DIZ Area New Delhi (SH:- Providing Services of Watch and Ward at Havlock Square Service Centre and Subdivision office)</p>
<p>2. NIT No. 42/EE(E)/DED-302/2020-21/Delhi</p>
<p>3. Estimated Cost. Rs. 12,90,644/-</p>
<p>4. Amount of Earnest Money Depoist Rs. 25,813/-</p>
<p>5. Last date of submission of bids 08-10-2020 , upto 15:00 Hrs.</p> <p align="center"><i>(*To be filled in by NIT approving authority/ EE at the time of issue of NIT and uploaded along with NIT)</i></p>
<p>1. Name of contractor:- -----</p> <p>3. Form of EMD:- -----</p> <p>4. Amount of Earnest Money Deposit:- -----</p> <p>5. Date of submission of EMD:- -----</p> <p align="right" style="margin-top: 20px;">Signature, Name and Designation of EMD Receiving officer (EE/AE(P)/AE/AAO) Along with office stamp</p> <p>#To be filled in by EMD receiving EE</p>

भारत सरकार **GOVERNMENT OF INDIA**
 केन्द्रीय लोक निर्माण विभाग **CENTRAL PUBLIC WORKS DEPARTMENT**
 निविदा आमंत्रण सूचना **NOTICE INVITING e-BID**
 (ई-निविदा के लिए@For e-tendering)

1. ~~Item rate/percentage rate bids are invited on behalf of President of India in two bid system (Eligibility bid & price bid) from specialized agencies / firms and those of appropriate list of M.E.S, BSNL, Railways and State P.W.D. (B&R) or State Govt.'s Department (Strike out as the case may be) dealing with building and roads, if there is no state PWD (B&R) for the work of MOEI & fans in various types of residential quarters under service centre no. 241 at DIZ Area New Delhi (SH:- Providing Services of Watch and Ward at Havlock Square Service Centre and Subdivision office)~~
2. The enlistment of the contractors should be valid on the last date of submission of bids.

In case only the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

1.1 The work is estimated to cost **Rs. 12,90,644/-** This estimate, however, is given merely as a rough guide.

1.1.1 ~~The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids.~~

~~For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicates the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.~~

1.2 Intending bidder is eligible contractors provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

Criteria of eligibility for issue of bid documents:

1.2.1 Conditions for Non-CPWD contractors only, if bids are also open to non-CPWD contractors.

~~For works estimated to cost upto tendering limit of class-I composite category Contractor (However, for Horticulture and Furniture etc discipline, it may be modified as per bidding limit of CPWD class I contractors of respective discipline as the case may be)~~

~~Three similar works each of value not less than ` Rs..... or two similar work each of value not less than `Rs..... or one similar work of value not less than ` (all figures rounded to nearest convenient figure) in last 7 years ending last previous day of last date of submission of bids.~~

Note :-

~~For works costing above tendering limit of class-II Composite Category contractors but upto tendering limit of Clause-I composite category Contractor (However, for Horticulture and Furniture discipline, it may be modified as per bidding limit of CPWD class-II and CPWD class-I contractors respectively of respective discipline as the case may be) when bids are open to non-CPWD contractors also, then class-II contractors of CPWD registered shall also be eligible if they satisfy the eligibility criteria specified in 1.2.1 above.~~

1.2.2 **Criteria of eligibility for CPWD as well as non-CPWD contractors.**
For works estimated to cost above the tendering limit of class-I composite category Contractor (However for Horticulture and Furniture discipline, it may be modified as per bidding limit of CPWD class-I contractors of respective discipline as the case may be.)

~~Three similar works each of value not less than Rs -----/- or two similar work each of value not less than Rs/- or one similar work of value not less than Rs -----/- (all figures rounded to nearest convenient figure) in last 7 years ending last previous day of last date of submission of bids.~~

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid. This is applicable for 1.2.1 as well 1.2.2. (This is not applicable for CPWD enlisted contractor of appropriate class in Composite Category)

To become eligible for submission of bids, the bidders shall have to furnish an affidavit as under:-

"I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in CPWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid)

1.2.3 When bids are invited from non CPWD contractors and CPWD class II contractors as per provisions of clause 1.2.1 above, it will be mandatory for non CPWD contractors and CPWD class-II contractors to upload the work experience certificate(s) and the affidavit as per the provisions of clause 1.2.2.

But for such bids, Class-I contractors of CPWD are eligible to submit the bids without submission of work experience certificate and affidavit. Therefore, CPWD class-I contractors shall upload two separate letters for experience certificate and affidavit that these documents are not required to be submitted by them. Uploading of these two letters is mandatory otherwise system will not clear mandatory fields.

3. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7 (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
4. The time allowed for carrying out the work will be **12 Months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
5. The site for the work is available.

The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of the work.

6. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website www.tenderwizard.com/CPWD, www.cpwd.gov.in free of cost.
7. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
8. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
9. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
10. Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (**drawn in favour of Executive Engineer (E), ED-XVII, CPWD, New Delhi.**) shall be scanned and uploaded to the e-tendering website within the period of bid submission.

The original EMD should be deposited either in the office of Executive Engineer (E), DED-302 (Formerly known as ED-XVII), CPWD, R K Puram New Delhi inviting bids or Division office of any Executive Engineer, CPWD within the period of bid submission. The EMD receiving Executive Engineer shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs 20 lakh, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled Bank having validity for 6 months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice/ NIT shall be scanned and uploaded to the e-tendering website within the period of bid submission. **However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only within a week physically EMD of the scanned copy of EMD uploaded within a week physically in the office of tender opening authority.**

Online bid documents submitted by intending bidders shall be opened only of those bidders, **whose original EMD deposited with any Division of CPWD** and other documents scanned and uploaded are found in order.

- 9A. The contractor registered prior to 01-04-2015 on e-tendering portal of CPWD shall have to deposit tender processing fee at existing rates, or they have option to switch over to the new registration system without tender processing free any time.

The bid submitted shall be opened at 03:30 PM on 08-10-2020.

11. **The bid submitted shall become invalid and e-tender processing fee shall not be refunded if:**

- (i) The bidders is found ineligible.
- (ii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the **lowest BIDDER** in the office of tender opening authority.
- (iv) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/ below on the total amount of the tender or any section/ sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

11. The contractor whose bid is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the bided amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F'. including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money deposited along with tender shall be returned after receiving the aforesaid performance guarantee. **The Contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board i/c Provident Fund Code No. If applicable and also ensure the compliance of aforesaid provisions by the Sub contractors, if any engaged by the contractor for the said work within the period specified in Schedule F.**

12. The description of work is as following:

Name of work: - MOEI & fans in various types of residential quarters under service centre no. 241 at DIZ Area New Delhi (SH:- Providing Services of Watch and Ward at Havlock Square Service Centre and Subdivision office)

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 bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge

consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & 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 bid by a bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

13. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bid in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bid submitted by the contractors who resort to canvassing will be liable to rejection.
15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to bid for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer to Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
17. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
The bid for the works shall remain open for acceptance for a period of ~~Fifteen/thirty/forty five/sixty/Seventy Five/ninety (15/30/45/60/75/90) days~~ **(strike out as the case may be) form opening of BID**, if any bidder withdraws 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, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bider shall not be allowed to participate in the rebidding process of the work.
18. This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 7 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 and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form **7** or other Standard C.P.W.D. Form as applicable.

20. For Composite Bids

- 20.1.1 The Executive Engineer in charge of the major component will call bids for the composite work. The cost of bid document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.
- 20.1.2 The bid document will include following three components:
Part A: CPWD-6, **CPWD-7/8** including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2014 as amended/modified upto.....
Part B: General / specific conditions, specifications and quantities applicable to major component of the work.
Part C: Schedule A to F for minor component of the work. (competent authority under clause 2 and clause 5 shall be same authority as mentioned in schedule A to F for major components), General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.
- 20.1.3 The bidders must associate himself, with agencies as per NIT conditions.
- 20.1.4 The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work.
- 20.1.5 After acceptance of the bid by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component(s). EE of major component will operate part A and part B of the agreement. EE/DDH in charge of minor component(s) shall operate Part C along with Part A of the agreement.
- 20.1.6 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.
- 20.1.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.
- 20.1.8 The main contractor has to associate agency(s) for **specialized** component(s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer-in-charge of **relevant** component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of **relevant** component(s).
- 20.1.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of **relevant specialized** component.
The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 20.1.10 The main contractor has to enter into **MoU** with agency(s) associated by him. Copy of such **MoU** shall be submitted to EE/DDH in charge of each **relevant** component as well as to EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into **MoU** agreement with the new contractor associated by him.
- 20.1.11 Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-charge of the discipline of minor component directly to the main contractor.
- 20.1.12 A. The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer-in-charge of major component after record of completion certificate of all other components.
- 20.1.12 B. Final bill of whole work shall be finalized and paid by the EE of major component.
Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.

INTEGRITY PACT

To,

.....,
.....,
.....

Sub: **NIT No:- 42/EE(E)/DED-302/2020-21/Delhi For The Work :- **MOEI & fans in various types of residential quarters under service centre no. 241 at DIZ Area New Delhi (SH:- Providing Services of Watch and Ward at Havlock Square Service Centre and Subdivision office)****

Dear Sir,

It is here by declared that CPWD is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the CPWD.

Yours Faithfully

Executive Engineer (E)
DED-302,
(Formerly known as ED-XVII),
CPWD, R K Puram New Delhi-66

To,

The Executive Engineer (E)
DED-302
(Formerly known as ED-XVII),
CPWD, R K Puram New Delhi-66

Sub: Submission of Tender for the Work of: - **MOEI & fans in various types of residential quarters under service centre no. 241 at DIZ Area New Delhi (SH:- Providing Services of Watch and Ward at Havlock Square Service Centre and Subdivision office)**

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

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

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

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

Yours Faithfully

(Duly Authorized Signatory of the Bidder)

TO BE SIGNED BY THE BIDDER AND SAME SIGNATORY COMPETENT / AUTHORISED TO SIGN THE RELEVANT CONTRACT ON BEHALF OF CPWD.

INTEGRITY AGREEMENT

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

BETWEEN

President of India represented through **Executive Engineer (E), DED-302 (Formerly known as ED-XVII), CPWD, R K Puram New Delhi.**, (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

through (Hereinafter referred to as the (Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No: - 42/EE(E)/DED-302/2020-21/Delhi) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for **MOEI & fans in various types of residential quarters under service centre no. 241 at DIZ Area New Delhi (SH:- Providing Services of Watch and Ward at Havlock Square Service Centre and Subdivision office)** here in after referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of **this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
 (For and on behalf of Principal/Owner)

.....
 (For and on behalf of Bidder/Contractor)

WITNESSES:

1.
 (Signature, Name and Address)

2.
 (Signature, Name and Address)

Place:

Dated :

FORM FOR EARNEST MONEY BANK GUARANTEE BOND

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (here in after called "the Bank") are bound unto (Name and division of **Executive Engineer (E), Electrical Division-17 CPWD, Trikoot-2, Third Floor, R.K. Puram, New Delhi.** (hereinafter called "the Engineer-in-Charge") in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this day of 20.....

THE CONDITIONS of this obligation are:

- 1) If after tender opening the Contractor withdraws his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
 - 2) If the contractor having been notified of the acceptance of his tender by the Engineer-in- Charge:
 - (a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;
- OR
- (b) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him owing to the occurrence of one or any of the above condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.)

**FORM OF PERFORMANCE SECURITY (GUARANTEE) BANK GUARANTEE BOND FORMAT-I
FOR PG VALID UPTO STIPULATED DATE OF COMPLETION PLUS 60 DAYS**

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between.....and (Hereinafter called "the said Contractor(s)") for the work..... (Hereinafter called "the said agreement") having agreed to production of an 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 said agreement.

1. We, (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,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due 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. (Rupeesonly)
3. We, the said bank further undertake to pay 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 thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein 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, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any 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 the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within 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 theday offor.....(indicate the name of the Bank)

**FORM OF PERFORMANCE SECURITY (GUARANTEE) BANK GUARANTEE BOND FORMAT-I
FOR PG VALID UPTO STIPULATED DATE OF COMPLETION PLUS MINIMUM 6 MONTHS**

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an 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 said agreement.

1. We, (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,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due 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. (Rupeesonly)
3. We, the said bank further undertake to pay 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 thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein 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, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any 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 the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees)

CPWD-7

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
Percentage Rate Tender & Contract for Works**

Tender for the work of : **MOEI & fans in various types of residential quarters under service centre no. 241 at DIZ Area New Delhi (SH:- Providing Services of Watch and Ward at Havlock Square Service Centre and Subdivision office)**

- (i) Tender to be uploaded online by **15:00 hrs. on 08-10-2020**
- (ii) The time and date of opening of the bid online in presence of tenderers who may be present at 15:30 hrs. on **08-10-2020** in the office of **The Executive Engineer (E), DED-302 (Formerly known as ED-XVII), CPWD, R K Puram New Delhi.**

T E N D E R

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules 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 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in clause 11 of the Conditions of contract 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 ...X.. days from the due date of its opening in case of single bid system or **75 (Seventy Five) days** from the date of opening of Technical bid in case tenders are invited on two / three bid system for specialized work and not to make any modification in its terms and conditions.

A sum of **Rs.25,813/-** is hereby forwarded in Cash / Receipt Treasury Challan/Deposit at call Receipt of a Scheduled Bank / fixed Deposit receipt of scheduled Bank/ Demand draft of a scheduled Bank, / Bank guarantee issued by a scheduled bank as earnest money. If I/We fail to furnish the prescribed performance guarantee within prescribed period, 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. Further, If I/ We fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or both Earnest Money and performance guarantee as aforesaid, I / We shall be debarred for participation in the retendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in CPWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information / derived

therefrom to any person other than a person to whom I/We, am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated

Signature of the Contractor

Postal Address -----

Telephone No. -----

Witness: -----

FAX -----

Address: -----

E-MAIL -----

Occupation: -----

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs. _____/- (Rupees _____)

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

(a). _____

(b). _____

(c). _____

For & on behalf of the President of India

Dated _____

Signature _____

Designation _____

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities (As per PWD-3)

SCHEDULE 'D'

Extra schedule for specific requirements/document for the work, if any. **As per sheet attached.**

SCHEDULE 'E'

Reference to General Conditions of contract	:	General conditions of contract for Maintenance Work - 2020 with amendment issued upto date of submission of tender.
Name of Work	:	MOEI & fans in various types of residential quarters under service centre no. 241 at DIZ Area New Delhi (SH:- Providing Services of Watch and Ward at Havlock Square Service Centre and Subdivision office)
Estimated cost of work	:	12,90,644/-
(i) Earnest Money	:	25,813/-
(ii) Performance Guarantee	:	5% of tendered value
(iii) Security Deposit	:	2.5% of bid value Or 2.5 % of bid value plus 50% PG for contracts involving maintenance of the building and services / other work after construction of same building and services / other work.

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS

C.P.W.D. General Specifications for EI works, HVAC, Lift, Sub-Station, DG Set, Wetriser system, Fire Alarm & Detection System as amended upto date & as per Terms & conditions attached.

Officer inviting tender

: Executive Engineer (E), DED-302 (Formerly known as ED-XVII), CPWD, R K Puram New Delhi.

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with **Clauses 12.2 & 12.3.**

: See below.

Definitions

2(v) Engineer -in- Charge

: Executive Engineer (E), DED-302 (Formerly known as ED-XVII), CPWD, R K Puram New Delhi.

2(viii) Accepting Authority

: Executive Engineer (E), DED-302 (Formerly known as ED-XVII), CPWD, R K Puram New Delhi

2(x) Percentage on cost of materials and Labour to cover all overheads and profits

15%

2(xi) Standard Schedule of Rates

: Based on Current Minimum wages & Market Rates DSR 18

2(xii) Department

: Central Public Works Department.

9(ii) Standard CPWD Contract Form GCC 2019, CPWD Form 7/ 8 as modified & corrected upto

: GCC-2020, CPWD Form 7 modified & Corrected up to date of submission of tender.

Clause 1

(i) Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance.

: 07 days

(ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above **03 days**

Clause 2

Authority for fixing compensation under Clause- 2 : **Chief Engineer (NDZ III), CPWD, Sewa Bhawan, New Delhi**

Clause 2A

Applicable clause 2/ Clause 2A : **No**

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start. : **10 days**

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

S.No.	Description of milestone (Physical)	Time allowed in days (from date of start)	Amount to be with held in case of non achievement of milestone (of agreement amount)
NIL			

Time allowed for execution of work : **12 months (Twelve Months)**
Authority to decide

- (i) Extension of time : **Executive Engi-neer (E), DED-302 (Formerly known as ED-XVII), CPWD, R K Puram New Delhi**
- (ii) Rescheduling of mile stones : **Executive Engineer (E), DED-302 (Formerly known as ED-XVII), CPWD, R K Puram New Delhi**
- (iii) Shifting of date of start in case of delay in handin over of site : **Executive Engineer (E), DED-302 (Formerly known as ED-XVII), CPWD, R K Puram New Delhi**

PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent
Part A	Portion without any hindrance		
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

Clause 5 : Applicable clause 5/ Clause 5A : **5**

Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment : **Rs. 3.00 Lakhs / 3 (Three Months) if Budget is available**

Clause 7A

Whether Clause 7A shall be applicable : **Yes**

Clause 10A

List of testing equipment to be provided by the contractor at site lab.

- 1..... 2 3.....
- 4..... 5 6.....

----- **As per direction of Engineer-in-charge** -----

Clause 10B (ii)

Whether **Clause 10 B (ii)** shall be applicable : **No**

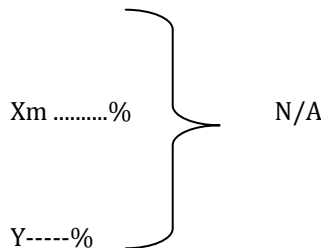
Clause 10C

Component of labour expressed as percent of value of work : **80%**

Clause 10 CC

Schedule of component of other Materials, Labour etc. for price escalation : **Not Applicable**

Component of civil (except materials covered under **clause 10CA**) /Electrical construction Materials expressed as percentage of total value of work.



Component of ofLabour

Expressed as percentage of total value of work.

Clause 11

Specifications to be followed for execution of work : **C.P.W.D. General Specifications for EI works, HVAC, Lift, Sub-Station, DG Set, Wetriser system, Fire Alarm & Detection System as amended upto date & as per Terms & conditions attached.**

Clause 12 Authority to decide deviation upto 1.5 times of tendered Amount

12.2. & 12.3

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for this work : **30% (Thirty percent)**

12.5

(i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth : **N.A.**

ii) Deviation Limit for items mentioned in earth Work subead of DSR and releated work

Clause 16

Competent Authority for deciding reduced rates : **Chief Engineer (NDZ III), CPWD, Sewa Bhawan, New Delhi**

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site

- | | | |
|--------|---------|--------|
| 1..... | 2 | 3..... |
| 4..... | 5 | 6..... |

----- As per direction of Engineer-in-charge -----

- Clause 19 C: Competent Authority to decide penalty for each default**
- Clause 19D: Competent Authority to decide penalty for each default**
- Clause 19G: Competent Authority to decide penalty for each default**
- Clause 19K: Competent Authority to decide penalty for each default**

Clause 25

Constitution of Dispute Redressal Committee (DRC)	Competent Authority to appoint DRC	
For total Claims more than Rs.25.0 Lac		
DRC shall constitute one Chairman and two members	Chairman	Chief Engineer, NDZ-II
	DRC Member Secretary	Chief Engineer, NDZ-III
	Member 1	SE (W & TLQA) Region Delhi
	Member 2	SE, DELHI CIRCLE-3
	Presenting Officer	EE(E), DED-302, New Delhi
For total Claims upto than Rs.25.0 Lac		
DRC shall constitute one Chairman and two members	Chairman	SE(P)(C)-I (W&TLC) O/o ADG(RD).
	DRC Member Secretary	EE(P), NDZ-III
	Member 1	EE, "M" Division (The Executive Engineer in charge of the work shall present case before DRC but shall not have any part in decision making.)
	Member 2	EE(E), DED-302, New Delhi
	Presenting Officer	SE(P)(C)-I (W&TLC) O/o ADG(RD).

Clause 32**Requirement of Technical Representative(s) and recovery Rate: -**

S. No	Minimum Qualification of Technical Representative	Minimum experience (years)	Discipline	Designation (Principal Technical /Technical Representative)	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 32 (i)	
						Figures	Words
1	Graduate Engineer Or Diploma Engineer	2 Year 5 year	E & M	Project manager cum-planning/ quality/site/billing Engineer	1	15000/- per person per month	Fifteen Thousand Only per person per month

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder Engineer with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holder Engineers should not exceed 50% of requirement of degree engineers.

Clause 38

- (i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2018 printed by C.P.W.D.
- (ii) Variations permissible on theoretical quantities:
- | | |
|---|------------------------------------|
| Cement For works with estimated cost put to bid not more than Rs. 25 lakh. | 2% plus/minus |
| For works with estimated cost put to bid more than Rs.25 lakh | |
| b) Bitumen for all works. | 2.5% plus only & nil on minus side |
| c) Steel Reinforcement and structural steel sections for each diameter, section and category. | 2% plus/minus |
| d) All other materials. | Nil |

Assistant Engineer(E)-6
DED-302, CPWD,
(Formerly known as ED-XVII),
R K Puram New Delhi-66

Assistant Engineer (E) P
DED-302, CPWD,
(Formerly known as ED-XVII),
R K Puram New Delhi-66

Executive Engineer (E)
DED-302, CPWD,
(Formerly known as ED-XVII),
R K Puram New Delhi-66

GENERAL TERMS & CONDITIONS

1. The work shall be carried out as per CPWD general specifications for electrical works Part-I & II, Part III (Lift & escalator), Part-IV (Sub-Station), Part-V (Wet Riser / Fire Fighting system), Part VI (Fire Detection and Alarm system), Part VII (D.G. sets), Part-VIII (Gas Based Fire Extinguishing System) and HVAC system upto date as amended wherever applicable and entire satisfaction of Engineer-in-charge or his representative.
2. The contractor / Firm is advised to visit the site of work before quoting the rates, in order to ascertain the quantum and location of work.
3. The work shall be carried out as per direction of the Engineer Incharge or his authorized representative
4. The contractor shall take all precautions for safety of the workmen. If any accident/ mis-happening occur the department shall not be responsible for the same. If any compensation is to be paid to the victim, the firm shall pay the same and no claim in this account shall be entertained by the department.
5. If the work is of deposit work and carried out on obtaining sanction along with fund from the client department. The operation and maintenance of E&M services in this building is continuous nature. So tender has been called for 12 months accordingly. Meanwhile client department in case stop sanctioning or not providing funds or withdraw the works from CPWD, then agreement will be resigned on one month notice by the department to contractor for which no any nature of claim will be entertained.
6. It shall be entirely the responsibility of the contractor to ensure that no unlawful act is done by his persons while on duty. In case any theft/ loss of departmental property takes place due to the negligence or carelessness of his personnel, the contractor will be held responsible and shall make good the same. The afore said terms and conditions shall be read in conjunction with the general rules and directions from the guidance of Contract form PWD -8.
7. Department shall in no way be involved in any dispute of whatever kind, between the contractor and the staff engaged by him. Payment against the final bill however would be subject to clearance from labour authorities.
8. After deployment of the staff interview of all staff shall be taken by the committee of one executive engineer and one assistant engineer.
9. Before the start of contract, the contractor is bound to submit the following details along with supporting papers of the workers proposed Sub Head wise to be engaged by him. After receipt of confirmation of their suitability from Engineer-In-charge or his authorized representative, they shall be deployed on duty.
 - a. Name & Postal Address with ID Proof
 - b. Photograph with specimen signature
 - c. Qualification and experience
 - d. Bank accounts details
 - e. ESIC/ EPF Details if applicableBefore start of work the agency has to get approved the detail of workers from Engineer-In-charge or his authorized representative & has to take over the site from J.E. in charge of site.
10. For the passes of Labour, Police Verification, photographs, Copy of Aadhar Card has to be submitted well in time and the passes will be issued for 3 months only and the contractor has to again apply for passes. Necessary documents has to be submitted by the contractor.
11. In case of any damage to any equipment due to negligence of the contractor's staff the same will have to be made good by the contractor at his cost. Failure to which suitable recovery will be made from the contractor bill as decided by the Engineer-In-charge.
12. The contractor shall prepare a Sub Head wise "Fortnightly / Monthly "duty chart with name and duty hours stated therein. The same shall be submitted to the JE (E) / AE (E) concern at least seven days in advance.
13. Shift timings can be changed as per the requirement at site and decision of the Engineer-in-charge.
14. The Engineers - in - charge reserves the right to ask the contractor to remove any default/untrained staff without assigning any reason.
15. The contractor shall maintain attendance register for the operational staff at site which shall be checked by JE(E) or AE(E).

16. The contractor shall furnish name & contact number of the persons, who should be contacted during emergency.
17. In case of any damage to any equipment on account of negligence/fault of the contractor's staff the same will have to be made good at contractor's risk and cost. Failure to comply with this clause shall attract recovery from contractor bill.
18. The contractor shall provide two sets of summer uniform (shirt, pant & black shoes) and two sets of winter uniform (shirt, pant and woolen jersey) along the badge having name of worker, designation of worker and name of agency within 15 days of start of work. Failing which recovery @ Rs. 1000/- per worker for summer uniform and @ Rs. 2000/- per worker for winter uniform shall be made from the contractor bill and department will arrange the uniform for the contractor's worker.
19. Worker deputed on duty should be in uniform. If any worker found without uniform a recovery @ Rs. 25/- per day per worker shall be made from the contractor's bill.
20. The contractor shall have to arrange for issue of identity cards as per direction of the Engineer-in-charge for all the staff deployed within one week of the start of the work at his own cost and also submit two extra photographs with full address of each worker for record. If he fails to do, the department shall recover Rs. 50/- per person for this default from the monthly bill.
21. No staff shall leave his duty unless relieved by his relievers, engineer in charge of the site reserves right to retain the staff on duty in the next shift if the relievers fail to turn up.
22. Contractor shall provide one No mobile phone for each services / Sub Head and same is displayed and inform to client / CPWD department. Contractor shall not change the mobile no during the agreement stipulated period. If mobile is found switch off for more than 4 hours, recovery shall be made @ 100/- per day per sub head for mobile.
23. In case the department staff is posted or due to some other reasons, the department reserve the right to terminate the contract in full or part thereof.
24. The contractor is bound to distribute the salary / wages to his worker by 7th of each successive month, positively, by ECS or RTGS or online mode as feasible. However department will make payment to the agency quarterly subject to availability of fund and fulfillment of terms and condition of agreement. Copies of the proof of above mode of payment to the workers will be submitted to the concerned AE(E)/ JE(E) with the bill, failing which no payment will be made to the contractor.
25. The contractor shall deduct worker subscription toward Provident Fund, ESI, as per rules, he shall deposit the same along with his contribution into the respective accounts of the worker and submit the detail to this office for verification.
26. The firm shall abide minimum wages Act. As notified by the Govt. of NCT Delhi or Central Govt. whichever is higher and the payment to staff shall be made through online mode /ECS. The payment to the contractor will be released only after giving proof to the department for the same.
27. The contractor whose bid is accepted will also be required to furnish either copy of applicable license/ registration or proof of applying for obtaining labour license, registration with EPFO, ESIC & BOCW welfare board within period specified in schedule 'F' or before starting of work.
28. No running account bill shall be paid for the work till the applicable labour license, registration with EPFO, ESIC & BOCW welfare board, whatever applicable are submitted by the contractor to the Engineer-In-charge & with each running A/c bill, documents of payment / deposit of ESIC & EPF to all works engaged for this work will be submitted to the department/ concerned AE/JE(E).
29. The registration with EPFO & labour license is mandatory if 20 or more labour is employed in any day in the preceding one year, registration with ESIC & BOCW welfare board is mandatory if 10 or more labour is employed in any day in the preceding one year.
30. ESIC & EPF shall be reimbursed on actual basis on production of documentary evidence.
31. In case of any dis-obedience by the staff of the contractor with the occupants/ authorities/ engineer in charge and his authorized representatives, the contractor shall be responsible fully for such consequences and such staff shall be removed from the site immediately.
32. The contractor has to take over the site from JE-In-charge. After completion of work contractor has to hand over the site to JE in charge of site.

33. Any other minor addition / alternation in the existing installation shall be covered in the scope of the work and operation & maintenance of the same shall be included in scope of this agreement. Nothing extra will be paid on this account.
34. As the installations / equipments are in running condition the installation shall be handed over on "as is where is basis" and nothing extra shall be paid toward pre- maintenance. However, if any deficiencies are brought to notice of department while taking over of installations by the contractor, for rectification of which some parts are required. The same shall be arranged by the department and provided to the contractor free of cost but shall be replaced by the contractor for which nothing extra shall be paid.
35. After the expiry of the contract, the firm shall have to hand over all the material. All defect and deficiencies shall have to be rectified by the firm to the entire satisfaction of Engineer-in-charge failing which the work shall be got done at the risk and cost of the firm.
36. If any additional / alteration in the installed inventory is found / made after award of work then contractor shall be bound to maintain in the same within the quoted rates under same scope of work and term and conditions.
37. Contractor shall be bound to execute the deviations in the schedule quantities to the extent of 30% at the approved rates. Deviations in excess to this would be subject to written consent of both the parties & as per Clause 12 of GCC of Agreement.
38. Contractor shall be bound to execute such additional items which can be termed as logical, essential and necessary (even though not listed in schedule of work) for the effective execution of the work in totality, rates for such items of work shall be rationally analysed/derived and would be binding on the contractor.
39. The contractor shall discuss with EE(E) or his authorized representative/visit the site before placing the supply order/delivery of materials at site as per actual requirement as the actual Quantity of materials required may deviate (+/-) from the quantity taken in the schedule of work/inventory of the agreement.
40. The quoted rates should be inclusive of all taxes etc. i.e. GST and nothing extra will be paid.
41. The contractor shall take all precaution for safety of the workmen. If any accident/mishap occurs, the department shall not be responsible for the same. Consequently any compensation payable shall be at the contractor cost.
42. Shift timing on various sub heads may be changed as per requirement and contractor shall be bound to do so.

Inventory as per physically available at site with JE & shall be handed over by the JE (E).

Assistant Engineer(E)-4
DED-302, CPWD,
(Formerly known as ED-XVII),
R K Puram New Delhi-66

Assistant Engineer (E) P
DED-302, CPWD,
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R K Puram New Delhi-66

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ADDITIONAL TERMS AND CONDITIONS

1. In case of theft, in addition to the police-action, full value of material as assessed by the Engineer- in- charge shall be recovered from the contractor's bill or by any other means.
2. The firm shall have to submit duty roster for security arrangement including the details of guards, on duty, on monthly basis.
3. All T&P Items and liveries viz torch, lathi, uniforms with nameplate etc. shall be provided by the firm.
4. The contractor shall engage / employ the security personnel after proper identification and police verification.
5. Contract may be terminated at any time without any notice, if, the services are not up to the satisfaction of the Engineer-in-charge or watch and ward is not required. The contractor shall have no claim on this account.
6. The firm shall have to replace the staff, if, the Engineer-in-charge finds that the staff deputed for this work is negligent or careless.
7. The Security staff on duty shall have to ensure that all the rooms are properly locked and if any room found unlocked the staff shall have to inform Engineer-in-charge on phone.
8. The Security staff on duty shall not allow any unauthorized person, to enter in the campus and will keep the main gate locked.
9. Contractor will observe all the relevant rules and regulations in force regarding contract labour. Workers of contractor shall have no claim for Government services in any form.
10. Department shall not be responsible for any accident and labour claim during the course of the work. Firm / contractor shall have to bear all such claims at his / her end only.
11. If any guard is on leave, then, contractor will make alternate arrangement.
12. If guard found absent from duty, recovery @ Rs. 1200/- Per Person Per Shift will be made from contractor's bill.

Assistant Engineer(E)-4
DED-302, CPWD,
(Formerly known as ED-XVII),
R K Puram New Delhi-66

Assistant Engineer (E) P
DED-302, CPWD,
(Formerly known as ED-XVII),
R K Puram New Delhi-66

Executive Engineer (E)
DED-302, CPWD,
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SCHEDULE OF WORK

Name of Work: MOEI & fans in various types of residential quarters under service centre no. 241 at DIZ Area New Delhi (SH:- Providing Services of Watch and Ward at Havlock Square Service Centre and Subdivision office)

S.No.	Description of work	Quantity		Rate	Unit	Amount
1	Providing Services of Personnel for watch and ward at Havlock Square service centre at Kali Bari Marg, DIZ Area New Delhi and Sub-Division Office at kitab mahal , BKS Marg, New Delhi all the days including Sundays and Holidays from 5 PM to 9 AM (5 PM to 1 AM & 1 AM to 9 AM) (i/c Saturday, Sundays and Holidays) i/c watch & ward and as per the requirement of site by providing following experienced/trained/ qualified minimum staff & Terms & Condition shall be as per Annexure-E-1 and special terms and conditions as per Annexure E-2 attached.					
	1. Watch and ward personal/manpower - 4 Nos	12	Months	101487	Each	1217844.00
2	Extra duty on Second Saturdays, Sundays and Gaezzeted Holidays from 9 AM to 5 PM and as per reuirement at site	700	Hours	104	P/Hour	72800.00
	Total					1290644.00

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DED-302, CPWD,
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