

N. I. T./TENDER PAPER

INDEX

Name of Work:	Construction of Office cum Residential Quarters & Boundary Wall for SIB at Gaya, Bihar (SH: Providing of inspection vehicle on monthly hire basis for official use for AE(E)-I, O/o EE and SM (E), BGPED, CPWD, Bodhgaya).	
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This N.I.T. contains 20 pages serial No. from 1 to 20 pages.

N.I.T. approved for Rs.5,79, 238 /- (Rupees Five Lakh Eighty five Thousand Nine hundred Nine)only.

**AE(E)-I,
o/o Executive Engineer & S.M.(E)
BGPED, CPWD, Bodhgaya**

NOTICE INVITING e-TENDERS

1. **Assistant Engineer (E)-I, O/o Executive Engineer and SM(E), Bodhgaya Project Circle, Central Public Works Department, Bodhgaya (Telephone no., e-mail: aeelecbgpesd1@gmail.com)** on behalf of President of India invites Online Bids **Percentage Rate** Tender from eligible contractor for the Work of:

Name of Work: Construction of Office cum Residential Quarters & Boundary Wall for SIB at Gaya, Bihar. SH: Providing of inspection vehicle on monthly hire basis for official use for AE(E)-I, O/o EE and SM (E), BGPED, CPWD, Bodhgaya).

NIT No.	01/AE(E)-I, EE&SM(E)/BGPED/2026-27	
Estimated Cost put to Tender	Rs.5,79,238 /-	
Earnest Money	Rs.11585/-	
Period of Completion	11 (Eleven) Months	
Last date & Time for submission of Tender	23.07.2026	upto 15.00 Hours
Date & Time of opening of Tender	23.07.2026	upto 15.30 Hours

This NIT contains Index (Page. no. 1 to 20), The NIT amounting to Rs.5,79,238 /- (Rupees Five Lakh Seventy nine Thousand Two hundred thirty eight)only is hereby approved.

**AE(E)-I,
O/o Executive Engineer & S.M.(E)
Bodhgaya Project Electrical Division, Bodhgaya**

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

The Assistant Engineer(E)-I, BGPED, Central Public Works Department, Bodhgaya invites Online Bids Percentage Rate Tender on behalf of President of India eligible contractor for the following work:

Sl. No.	NIT No.	Name of work and location	Estimated cost put to tender	Earnest Money	Period of	Last date & time of submission of Bid, e-Tender Processing Fee and other Documents As specified in the press notice	Time & date of opening of tender
1	01/AE(E)-I/EE&SM(E)/BGPED/2026-27	Construction of Office cum Residential Quarters & Boundary Wall for SIB at Gaya, Bihar SH: Providing of inspection vehicle on monthly hire basis for official use for AE(E)-I, O/o EE and SM (E), BGPED, CPWD, Bodhgaya).	Rs. 5,79,238/-	Rs. 11,585/-	11 (Eleven) months	Upto 03:00 pm on 23.07.2026	At 03.30 pm on 23.07.2026

- The intending tenderer must read the terms and conditions of CPWD-6 carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
- Information and Instructions for tenderer posted on website shall form part of tender document.
- The tender document consisting of plans, specification, 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 download from website www.cpwd.gov.in or www.etender.cpwd.gov.in free of cost.
- Original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission and uploading the mandatory scanned documents such as Demand Draft or Pay order or Bankers cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of **Executive Engineer & Senior Manager (C), Bodhgaya Project Zone-1, CPWD, Bodhgaya** receipt for deposition of original EMD to division office of any Executive Engineer, CPWD and other documents as specified.
- Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
- The intending bidder must have valid class-III digital signature to submit the bid.
- On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- Contractor can upload documents in the form of JPG format and PDF format.
- Contractor must ensure to quote percentage below/above (in figure as well as in words) at which he will be willing to execute the work.

In addition to the is, while selecting any of the cells a warning appears that if any cell is left blank the Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as (ZERO).

List of Documents to be scanned and uploaded within the period of tender submission:

1. Insurance Surety Bond, Demand Draft/ Account Payee Banker's Cheque/ FDR/ Bank Guarantee of any commercial Bank against EMD.
2. Scan copy of valid PAN Card issued by the Income Tax Department.
3. Copy of receipt for deposition of Original EMD in favour of Executive Engineer & Senior Manager (C), Bodhgaya Project Zone-1, CPWD, Bodhgaya to Division office of any Executive Engineer, CPWD (The EMD document shall only be issued from the place in which the Office of receiving Division office is situated).
4. Certificate of Registration for GST and acknowledgement of up to date filed return
If the bidder has not obtained GST registration as applicable, then he shall scan and upload following under taking along with bid documents if work is awarded to me, I/we shall obtain GST registration certificate, as applicable, within one month from the date of receipt of award letter or before release of any payment by CPWD, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by CPWD or GST department in this regard

CPWD-6 FOR e-Tendering

The Assistant Engineer(E), BGPED, Central Public Works Department, Bodhgaya invites Online Bids **Percentage Rate Tender** from Tender on behalf of President of India eligible contractor for the following work: Construction of Office cum Residential Quarters & Boundary Wall for SIB at Gaya, Bihar. **(SH: Providing of inspection vehicle on monthly hire basis for official use for AE(E)-I, O/o EE and SM (E), BGPED, CPWD, Bodhgaya).**

1. The work is estimated to cost **Rs. 5,79,238/-** This estimate, however, is given merely as a rough guide.
2. 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.
3. The time allowed for carrying out the work will be **11 (Eleven) 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.
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 except Standard General Conditions of Contract Form can be seen on website **<https://etender.cpwd.gov.in>** or **www.cpwd.gov.in** free of cost.
5. 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.
6. 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.
7. Earnest Money in the form of Insurance Security Bond or Account Payee Demand Draft or Fixed Deposit Receipt or Bank Guarantee of any commercial Bank Deposit (drawn in favour of **Executive Engineer & Senior Manager (C), Bodhgaya Project Zone-1, CPWD, Bodhgaya**) 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 inviting bids or division office of any Executive Engineer, CPWD with in the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE/AE) 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.

This receipt shall be uploaded to the tendering website by the in tendering bidder upto the specified bid submission date and time.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lac, 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 six months or more from the last date of receipt of tenders which is to be scanned and uploaded by the intending bidders.

Copy of Enlistment Order and certificate of work experience wherever applicable and other documents if required and specified in this tender document shall be scanned and uploaded to the e-Tendering website within the period of tender submission. However, certified copy of all the scanned and uploaded documents as specified in this tender document shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority

Online tender documents submitted by intending tenderers shall be opened only of those tenderers, **whose EMD deposited with any division office CPWD and other documents scanned and uploaded are found in order.**

The tender submitted shall be opened at 15:30 Hours on **23.07.2026** .

- 9A) **The contractors registered prior to 01.04.2015 one-tendering portal of CPWD shall have to deposit tender processing fee at existing rates, or they have option or witch over to the new registration system without tender processing fee any time.**
10. The bid submitted shall become in valid if,
 - (i) The tenderer is found ineligible.

A/E (E), O/o EE&SM(E), BGPED, CPWD, Bodhgaya (BIHAR)

Addition - NIL

Deletion - NIL

Correcti - NIL

Omission - NIL

- (ii) **The tenderer does not deposit original EMD with division office of any Executive Engineer, CPWD.**
- (iii) The tenderer does not upload all the documents as stipulated in the tender document including the copy of receipt for deposition of original EMD.
- (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted **physically by the lowest tenderer** in the office of tender opening authority.
- (v) **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/subhead 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 bid 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 bid shall be returned after receiving the aforesaid performance guarantee.
 12. 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 bids 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.
 13. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
 14. 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.
 15. 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 and 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 gazetted 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
 16. 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 prior 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.
 17. The bid for the works shall remain open for acceptance for a period of **30 (Thirty) days** from the date of opening of bids ~~in case of single bid system/ Ninety (90) days from the date of opening of technical bid in case bids are invited on 2 bid/ envelop system/ One hundred twenty(120) days from the date opening of technical bid in case bids are invited on 3 bid/ envelop system for specialized work (strike out as the case may be).~~ If any bidders 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 bidders 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 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - (a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of tender and acceptance thereof together with any correspondence leading there to.
 - (b) Standard C.P.W.D. Form 8 or other Standard C.P.W.D. Form as applicable

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

Tender for the work : Construction of Office cum Residential Quarters & Boundary Wall for SIB at Gaya, Bihar ..(SH: Providing of inspection vehicle on monthly hire basis for official use for AE(E), O/o EE and SM (E), BGPED, CPWD, Bodhgaya).

(i) To be submitted by **15:00 Hours on 23.07.2026** online to the Assistant Engineer(E)-I, O/o EE&SM(E), BGPED, CPWD, Bodhgaya.

(ii) To be opened in presence of tenderers who may be present **15.30 Hours on 23.07.2026** in the office of the Assistant Engineer(E)-I, o/o EE&SM(E), BGPED, CPWD, Bodhgaya.

TENDER

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 respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract of 2014 with up to date amendments and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for **30 (thirty)** days from the due date of its opening / ~~ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) and not to make any modification in its terms and conditions.~~

A sum of **Rs. 11,585/-** is hereby forwarded in cash/insurance security bond/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 the 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. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to 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 & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-tendering 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 there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:

Signature of Contractor

Witness: Postal Address

Address:

Occupation:

A/E (E), O/o EE&SM(E), BGPED, CPWD, Bodhgaya (BIHAR)

Addition - NIL

Deletion - NIL

Correcti - NIL

Omission - NIL

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

Signature*

- i) *
- ii) *
- iii) *

Dated: -*.

AE(E)-I

O/o Executive Engineer & S.M.(E)

For & on behalf of the President of India

* To be filled in by the Executive Engineer

**To be filled in by the contractor

PROFORMA OF SCHEDULES

SCHEDULE 'A'		
(Schedule of Quantities (As per PWD-3)	:	As per Schedule
SCHEDULE 'D'		
Extra schedule for specific requirements/ documents for the work, if any.	:	NIL
SCHEDULE 'E'		
Reference to General Conditions of Contract		General Conditions of Contract 2023 Construction Works for CPWD works as modified & corrected up to previous day of the last date of submission of the tender.

Name of Work	:	Construction of Office cum Residential Quarters & Boundary Wall for SIB at Gaya, Bihar .(SH: Providing of inspection vehicle on monthly hire basis for official use for AE(E)-I, O/o EE and SM (E), BGPED, CPWD, Bodhgaya).	
<u>Estimated cost of work</u>			
(a)	Civil Component	:	
(b)	Electrical Component	:	
	Total	:	Rs.5,79,238 /-
(i)	Earnest Money	:	Rs. 11,585/-
(ii)	Performance Security	:	a) 5% of tendered value or Estimated Cost put to Tender(ECPT) (whichever is higher) b) As per GCC OM No. DG/CON/Construction 2023/20 dated 27.02.2026 along with amendments issued up to previous day of the last date of submission of the tender from the office of DG, CPWD.
(iii)	Security Deposit	:	2.5% of tendered value

SCHEDULE 'F'		
GENERAL RULES & DIRECTIONS		
Officer inviting bid		AE(E)-I, O/o EE & SM(E), CPWD, Bodhgaya
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2(c) & 12.4.	:	See below (Refer Clause-12)

A/E (E), O/o EE&SM(E), BGPED, CPWD, Bodhgaya (BIHAR)

Addition - NIL

Deletion - NIL

Correcti - NIL

Omission - NIL

Definitions		:	
2(v)	Engineer-in-Charge	:	AE(E)-I, O/o EE & SM(E), CPWD, Bodhgaya
2(viii)	Accepting Authority	:	ADG, Patna, CPWD
2(x)	Percentage on cost of materials and labour to cover all overheads and profits:	:	15%
2(xi)	Standard Schedule of Rates	:	Civil :- DSR 2023 with upto date correction slips upto last date of submission of bids and Market Rates. Electrical :- DSR 2025 with upto date correction slips upto last date of submission of bids and Market Rates. DSR Horticulture & Landscaping 2020
2(xii)	Department	:	Central Public Works Department
9(ii)	Standard CPWD Contract Form GCC 2023, CPWD Form 7 as modified & corrected upto	:	GCC-2023 Construction work CPWD Form 7 as modified & corrected up to last date of submission of tender.
Clause 1			
(i)	Time allowed for submission of Performance Security, 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	:	7 days
(ii)	Maximum allowable extension with late fee @0.1% per day of Performance Security amount beyond the period provided in (i) above	:	3 days
Clause 2			
Authority for fixing compensation under clause 2		:	SE & PD,

		BGPC, CPWD, Bodhgaya
Clause 5		
Time allowed for execution of work	:	11 months
Number of days from the date of issue of letter of acceptance or handing over of site whichever is later for reckoning date of start.	:	10 days

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

TABLE OF MILE STONE (S)

Name of work: “ ”

Sl No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with held in case of nonachievement of milestone
			@ 1.0 % age of tendered amount will be withheld for failure of each milestone, subject to maximum 5% of the tendered amount in Part A of financial bid.

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	Full site is available with the Client	Available
Part B	Portions with encumbrances		N.A
Part C	Portions dependent on work of other agencies		N.A

NOTE: Withheld amount shall be released if and when subsequent milestone is achieved within respective time specified. However, in case milestones are not achieved by the bidder for the work, the amount shown against milestone shall be withheld.

Authority to decide:-		
i.	Authority to convey the decision of shifting of milestone and extension of time	Executive Engineer & S.M. (E), BGPC, CPWD, Bodhgaya
ii	Authority to decide rescheduling of milestone and extension of time	Superintending Engineer & P.D., BGPC, CPWD, Bodhgaya
iii	Shifting of date of start in case of delay in handing over of site	Superintending Engineer & P.D., BGPC, CPWD, Bodhgaya

Clause-6	Computerised Measurement Book (CMB) /Electronic Measurement Book (EMB) Mode of measurement-	:	EMB (Unless otherwise decided by Engineer –in-Charge)
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. 1.50 lakh or <u>as</u> decided by Engineer-in-Charge
Clause-7 A	Whether clause 7A shall be applicable	:	Yes, Applicable No running account bill shall be paid in the work till the applicable labour licenses, registration with EPFO, ESIC, BOCW welfare board including Provident Fund Code No. if applicable whatever applicable are submitted by the contractor to the Engineer-in-charge
Clause 8 A	Authority to decide compensation on account if contractor fails to submit completion plans	:	SE & PD, BGPC CPWD, Bodhgaya
Clause-10A			
	List of testing equipment to be provided by the contractor at site lab	:	Annexure-I
Clause-10-B (ii)			
	Whether clause 10-B (ii) shall be applicable	:	Not Applicable
Clause-10 C			
	Component of labour expressed as percent of value of work	:	N.A
Clause-10-CC	Civil work For construction period	÷	Applicable
Sl. No.	Relevant component of Material /Labour for price escalation	÷	Percentage of total value of work (Civil Component)
1	Cement component	÷	15%
2	Labour component	÷	25%
3	Civil component of other Construction Materials	÷	40%
4	Reinforcement steel bars/TMT bars/structural steels (including strands and cables) component	÷	20%
	Total	÷	100%
	Electrical work	÷	Applicable
1	Material component	÷	85%

2	Labour component	÷	15%
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Clause-11	Specifications to be followed for execution of work	:	C.P.W.D. Specifications 2019 Vol. I & II with correction slips issued upto last date of submission of bids
Clause-12	Deviation limit beyond which clause 12.2(c) shall apply for building work	:	No Limit
	12.4 (i) Deviation limit beyond which clauses 12.2(c) shall apply for foundation work (except items mentioned in earth work subhead in DSR and related items)	:	No Limit
	(ii) Deviation limit for items mentioned in Earth work Sub-head of DSR and related items	:	No Limit
Clause-16			
	Competent Authority for deciding reduced rates	:	SE& PD, BGPC CPWD, Bodhgaya
Clause 18	List of mandatory machinery, tools & plants to be deployed by the contractor at site	:	List as per Annexure II
Clause 19 C		:	AE(E)-I, O/o Executive Engineer & S.M. (E) BGPC, CPWD, Bodhgaya
Clause 19 D		:	AE(E)-I, O/o Executive Engineer & S.M. (E) BGPC, CPWD, Bodhgaya
Clause 19 G		:	AE(E)-I, O/o Executive Engineer & S.M. (E) BGPC, CPWD, Bodhgaya
Clause 19 K			

Clause-25	Conciliator:	:	ADG-Patna
	Arbitrator Appointing Authority	:	SE&PD, BGPC, CPWD, Bodhgaya
	Place of Arbitration	:	SE&PD, BGPC, CPWD, Bodhgaya

Clause-32: Requirement of Technical Representative(s) and Recovery Rates

(a) For Civil:

Sl. No.	Minimum Qualification of Technical Representative	Number (of major + Minor component)	Design ation (Technical Staff)	Minimum Experience (Years)	Rate at which recovery shall be made from contractor in the event of non-deployment	
					Figures	Words
1.	Graduate Engineer	Civil (1)	Project Manager	10 years (and having experience of one similar nature of work)	Rs. 30,000/- Per Month	Rs. Thirty Thousand per Month

Note - Electrical Technical Representative(s) as per PART C

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

Diploma holder 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 holders should not exceed 50% of requirement of degree engineers.

Clause 38			
i)	Schedule / Statement for determining with theoretical quantity of cement & bitumen the basis of Delhi Schedule of Rates printed by C.P.W.D.	÷	As per Delhi Schedule of Rates 2025 amendments upto the last date of submission of bids.
ii)	Variations permissible on theoretical quantities		
	(a) Cement For works with estimated cost put to tender not more than Rs. 25 lakh For works with estimated cost put to tender more than Rs. 25 lakh	÷ ÷	3% Plus / Minus 2% Plus / Minus
	(b) Bitumen for all work	÷	2.5% Plus side only and 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

(On non-judicial stamp paper of minimum Rs. 100)

**(Guarantee offered by Bank to CPWD in connection with the execution of
contracts) Form of Bank Guarantee for Earnest Money Deposit / Performance
Guarantee/ Security Deposit/Mobilization Advance**

1. Whereas the Executive Engineer (name of division) CPWD on behalf of the President of India (hereinafter called "The Government") has invited bids under (NIT number) dated for (name of work) The Government has further agreed to accept irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)* as Earnest Money Deposit from (name and address of contractor) (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the Executive Engineer (name of division) , CPWD on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number with (name and address of the contractor) (hereinafter called "the Contractor") for execution of work (name of work) The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. Rupees only) valid upto (date) as Performance Guarantee/Security Deposit/Mobilization Advance from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, (indicate the name of the 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 within 10 days of the demand.
3. We, (indicate the name of the Bank), do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. 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)
4. We, (indicate the name of the Bank), further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
5. We, (indicate the name of the Bank) , further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor 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 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 or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor 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. We, (indicate the name of the Bank) , further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.

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7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, (indicate the name of the Bank) , undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to unless extended on demand by the 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 within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date Witnesses:

- | | |
|-------------------|--|
| 1. Signature..... | Authorized signatoryName and address
Name Designation Staff Code No.Bank Seal |
| 2. Signature..... | Name and address |

*Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180days for two/three bid system from the date of submission of tender.

**In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest moneyor for performance guarantee/security deposit/mobilization advance, as the case may be

Form of Earnest Money Deposit Bank Guarantee Bond

WHEREAS, contractor (Name of contractor) (here in after called "the contractor") has submitted his tender dated..... (date) for the construction of (name of work) (here in after 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)(here in after called "the Engineer-in-Charge") in the sum of ` (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:

Fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

OR

Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

OR

Fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor,

OR

fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

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 substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred 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.

Format of receipt of deposit of original EMD

The NIT approving authority/ Tender inviting authority at the time of issue of NIT also fills and upload the following prescribed format of receipt of deposition of original EMD along with NIT:-

Receipt of deposition of original EMD	
(Receipt No. / date.....)	
1.	Name of work : Construction of Office cum Residential Quarters & Boundary Wall for SIB at Gaya, Bihar .(SH: Providing of inspection vehicle on monthly hire basis for official use for AE(E)-I, O/o EE and SM (E), BGPED, CPWD, Bodhgaya).
2.	NIT No. 01/AE(E)-I/EE&SM(E)/BGPED/2026-27
3.	Estimated cost Rs. 5,79,238/-
4.	Amount of Earnest Money Deposit Rs.11,585/-
5.	Last date of submission of bid. 23.07.2026 15:00 Hours
(*To be filled by Tender inviting authority/NIT approving authority at the time of issue of NIT and uploaded along with NIT)	
1.	Name of Contractor #
2.	Form of EMD#
3.	Amount of Earnest Money Deposit #
4.	Date of submission of EMD #
Signature, Name and Designation of EMD receiving officer	
along with Office stamp	
(# To be filled by EMD receiving EE/DDH)	

- The Authority receiving EMD in original form examines the EMD deposited by the bidder and issues receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting authority. The receipt can also be issued by any subordinate gazetted authority as authorized by the Engineer-in-Charge/DDH.
- The authority receiving original EMD also intimates tender inviting authority about deposition of EMD by the agency by email/fax/telephonically.
- The original EMD receiving authority releases the EMD to unsuccessful bidders after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier, after verification from the e-tendering portal website ([https:// etender.cpwd.gov.in](https://etender.cpwd.gov.in)>closed Tender>all) that the particular contractor is not L-1 tenderer and work is awarded.
- The tender inviting authority calls for original EMD of the L-1 tenderer from EMD receiving authority immediately.

GENERAL TERMS AND CONDITIONS

1. **The Vehicles shall have valid commercial registration from competent authority of Bihar/ BH number/ Jharkhand.** Any liability of, whatsoever nature whether to the Government or any private party, any damage and/ or compensation on account of accident, looting, riot, flood or any other natural calamity directly or indirectly related to such causes or otherwise shall be fully born by contractor/owner as applicable.
2. **The Vehicles shall not be more than 1 years old (preferably 2026)** and be always in road worthy condition having commercial vehicle with neat and clean seat cover etc..
3. Up-to-date insurance of vehicle, road tax, toll tax and other tax including GST shall be paid by Agency during contract period as per rule. Nothing shall be paid on account of this by the department.
4. Daily log book will be maintained by the driver and shall be got verified and signed by the officer.
5. Payment of driver shall be made by the agency on monthly basis and shall be paid as per minimum wages as applicable through RTGS/NEFT/Cheque before 7th of each month.
6. The quoted rate shall be full and final and shall include all taxes and overhead. Nothing extra shall be paid on account of overtime, night stay, etc. Necessary deduction for Income Tax, TDS for GST and applicable Labour Cess etc. will be made as per norms.
7. In case the agreed/contracted vehicle cannot be assigned due to sudden break down, any suitable vehicle as substitute shall be made available for such period not exceeding three days on each such occasion. If such period exceeds three days the substitute vehicles shall be mutually consented one and should meet the terms and condition. If substitute vehicle is not provided for 10 days in a month, the work shall be liable to be terminated.
8. The work will be carried out as per officer's requirement and as per direction of Engineer-in-charge.
9. The Driver shall have valid driving license and should have good conduct, non- alcoholic time bond, neatly dress, disciplined and preferably to have workable knowledge of Hindi and Local language. The driver shall be replaced when considered necessary by the Engineer-in-charge within three days of making such request. In case of non- maintenance of neatly dressed by driver a fine of Rs. 100/- per day shall be imposed to the agency. Mobile phone should be available with the driver.
10. For any urgent official work if the vehicle will be required on Sunday/Public Holiday, Nothing extra shall be paid on account of this.
11. The owner of the vehicle will place the services of vehicle & driver within 7 days of issue of work order otherwise work order will be cancelled unilaterally without any notice etc.
12. General duty hour of the vehicle is 9:00 AM to 6:00 PM (including lunch break 1 hour), which shall be extended as per requirement and as per direction of Engineer-in-charge. Nothing extra shall be paid for such extension.
13. In case the contractor fails to provide vehicle or driver on demand by the department on any given day on account of any reason what so ever, a recovery will be made as per item number-2 in the running account bill. In case the un- authorized absence is more than 12 days tender will be terminated and PG & SD will be forfeited without any notice.
14. The Payment to the driver shall be made as per current circular for minimum wages as issued by ministry of labour (through RTGS/NEFT/Cheque), in case of non-payment of minimum wages, the whole amount shall be recovered as per the minimum wages from the bill of agency and the same shall be paid to the driver.
15. Ownership paper, RC of the vehicle should be submitted along with PG. In case of hiring of vehicle the ownership document duly signed by the actual Owner showing his willingness for putting it on hire should be submitted along with P.G.
16. The vehicle shall be used as per requirement and may have to visit any location in Bihar/Jharkhand as per direction of Engineer-in-charge.
17. The vehicle should have mandatorily installed FASTAG. The payment of toll tax will be borne by the agency. If FASTAG is not installed on vehicle, the penalty for FASTAG will be made from bills due to agency.
18. Agreement. for this work can be terminated any time without assigning any reason and Decision of Engineer In charge will be final and binding.
19. At the time of award of work agency has to submit R.C, Driving license, ID Proof of driver in the o/o Engineer- In-Charge.

Schedule of Work

Name of work:- Construction of Office cum Residential Quarters & Boundary Wall for SIB at Gaya, Bihar. (SH: Providing of inspection vehicle on monthly hire basis for official use for AE(E)-I, O/o EE and SM (E), BGPED, CPWD, Bodhgaya).

Sl. No.	Description of Item.	Qty.	Unit	Rate	Amount
1	Providing & maintaining inspection vehicle (four wheeler such as– Brezza, Tata Nexon, Mahindra XUV 3XO, Hyundai Venue, equivalent) in good running condition not more than one year old, with valid road permit, along with services of Driver along mobile etc. for performing official duties of AE(E)-I, O/o EE & SM(E), Bodhgaya Project Electrical Division, CPWD, Bodhgaya on monthly basis. (The rate shall include cost of hiring charge of vehicle, driver i/c maintenance of vehicle in a good running condition i/c all taxes.)	11	Months	38658.00	425238.00
2	Charges for fuel & Lubricant oil, regular maintenance etc. for running the inspection vehicle as detailed in Item no.1 above.	11000	Per KM	14.00	154000
	TOTAL				579238.00

सहायक अभियंता (वै)
O/o कार्यपालक अभियंता एवं वरिय प्रबंधक (वै)
बोधगया परियोजना वैद्युत मंडल, बोधगया।