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NOTICE INVITING E-TENDERS

The Assistant Engineer (E), ESD-I, Kolkata-2, CPWD, Kolkata on behalf of President of India invites online percentage rate Single bid from **approved and eligible CPWD Buildings & Roads category contractors/Manufacturers/OEMs/ Specialized firms in the field of Comprehensive Maintenance of DG Set for the following work:**

NIT No: **34/AE-E/ESD-I/KOL-II/CPWD/2026-27**

Name of Work: ARMO of various E&M Services in Nizam Palace, Kolkata-700020. (SH: Routine Maintenance of 2 Nos 380 KVA Greaves make DG Set.)

Estimated Cost: **Rs. 1,46,687.00**

Period of Completion: **12 Months**

Last Date and Time of Online Submission of Tender: **06.08.2026, 16:00hrs.**

Date of opening of bid: **06.08.2026, 16:30hrs**

The bid forms and other details can be obtained from the website <https://etender.cpwd.gov.in>.

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING

The Assistant Engineer (E), ESD-I, Kolkata-2, CPWD, Kolkata on behalf of President of India invites online percentage rate Single bid from **Approved and eligible CPWD Buildings & Roads category contractors/Manufacturers/OEMs/ Specialized firms in the field of Comprehensive Maintenance of DG Set for the following work:**

Sl. No.	NIT No.	Name of work & Location	ECPT	Earnest money	Period of completion	Last Date & Time of submission of bid	Time & Date of opening of bid
1	2	3	4	5	6	7	8
1	34/AE-E/ESD-I/KOL-II/CPWD/2026-27	ARMO of various E&M Services in Nizam Palace, Kolkata-700020. (SH: Routine Maintenance of 2 Nos 380 KVA Greaves make DG Set.)	Rs. 1,46,687.00	Rs. 2,934.00	12 Months	Up to 06.08.2026 Till 16:00hrs.	On 06.08.2026 at 16:30 hrs.

1) The specialized firms satisfies the following eligibility criteria:

Experience of having successfully completed similar works during the last seven years ending last day of month previous to the one in which tenders are invited :

(i) One similar work costing not less Rs. 1.18 Lakhs.

OR

(ii) Two similar works each costing not less than Rs.0.89Lakhs.

OR

(ii) Three similar works each costing not less than Rs. 0.59 Lakhs.

Similar work shall mean works of **“Comprehensive Maintenance of DG Set”**.

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 submission of tender.

The Completion certificate issued by the officer not below the rank of Executive Engineer or equivalent will have to be furnished along with the application. The completion certificate must clearly indicate: -

- i) The date of completion of work; and amount
- ii) Nature of work.
- iii) That the work has been completed satisfactorily.

The above completion certificate must be enclosed with the copy of SOQ, which is required for the computation of financial quantum of work experience as per definition of similar work.

However, the CPWD Enlisted Contractor of Eligible Class as well as Specialized firms shall associate with OEM who fulfilled the above Criteria.

- 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 <https://etender.cpwd.gov.in> free of cost.
- 5. The bid can only be submitted after deposition of 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 Insurance Surety Bonds, Account Payee Demand draft or Banker's Cheque or Fixed Deposit Receipts or/ and Bank Guarantee including e-Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank towards EMD in favour of Executive Engineer as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer (including NIT issuing EE/ AE), CPWD and other documents as specified.
- 6. Those agencies not registered or have not updated their profile on the website mentioned above, are required to get registered/ update their profile beforehand. The necessary training materials including the videos with step to step process are available on download section of <https://etender.cpwd.gov.in>
- 7. The intending bidder must have valid Class-III digital signature certificate with encryption key (combo type) to perform any operations / transactions on the e-tendering portal / website and the bidder should download and install the eMsigner on their system as per instructions available on download section of <https://etender.cpwd.gov.in>
- 8. On opening date, the agency can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
- 9. Agency can upload documents in the form of JPG format and PDF format.

10. Contractor must ensure to quote rate in the prescribed column(s) meant for quoting rate in figures appears in yellow colour and the moment rate is entered, it turns sky blue. 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 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.

AE(E)/ESD-I/KOL-II

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

1. Insurance Surety Bond/Demand Draft/ Account Payee Banker's Cheque / FDR/ Bank Guarantee of any commercial Bank against EMD.
2. Copy of receipt of deposition of original EMD issued from division office of any Executive Engineer (including NIT issuing EE/AE), CPWD.
3. Certificates of Work Experience **(For Specialized firms/agency)**
4. Affidavit as per clause 1.2.1 of CPWD 6:
"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)"
5. GST registration certificate, if already obtained by the bidder. If the bidder has not obtained GST registration as applicable, then he shall scan and upload following undertaking 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".
6. Valid electrical license in the name of agency or *an undertaking to associate an agency having valid electrical license of appropriate voltage in its name issued by the State Government concerned under Section 45 of the Indian Electricity Rules, 1956 as amended from time to time, for execution of work which requires such a license. Such associate agency shall keep valid electrical license throughout the period of execution of work by getting it renewed at suitable intervals. In the event of any default on the part of the contractor in this regard, he/she is liable to be debarred. (approved CPWD Building & Roads category contractors).*
7. Copy of ERP Training Certificate issued by CPWD **for CPWD Enlisted Contractors**. In the event of non-uploading of said certificate of training, the contractor will not be allowed to participate in tendering process. *"In case of non-enlisted contractor (Specialised firms) being first lowest in any of the tender then either contractor himself or his authorized representative shall take compulsory*

ERP training through any of the CPWD Regional Training institutes (RTIs) at Delhi, Mumbai, Chennai and Kolkata, National CPWD Academy (NCA) Ghaziabad, Training arranged by Graduates of ERP "Train the Trainers Programme" conducted by NCA, Ghaziabad or through any other special training arranged by ERP unit of CPWD within two months from the date of issue of intent letter. Training will be valid only when non enlisted contractor is registered in LMS of ERP and certificate is issued through LMS of ERP. Failure to do so, a recovery of Rs. 10,000/- per week shall be made from the R/A bill without giving any show cause notice in this regard."

AE(E)/ESD-I/KOL-II

Receipt of deposition of original EMD

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

Name of the work: **ARMO of various E&M Services in Nizam Palace, Kolkata-700020.**
(SH: Routine Maintenance of 2 Nos 380 KVA Greaves make DG Set.)

1. NIT No: 34/AE-E/ESD-I/KOL-II/CPWD/2026-27

2. Estimated Cost. Rs. 1,46,687.00

3. Amount of Earnest Money Deposit: Rs. 2,934.00

4. Last date of submission of bid 06.08.2026 till 16:00hrs.

*(*To be filled by NIT approving authority/EE 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 (EE/DDH/ any
subordinate gazette authority as
authorized by the Engineer-in-Charge)
Along with office stamp*

CPWD-6 FOR E-TENDERING

The Assistant Engineer (E), ESD-I, Kolkata-2, CPWD, Kolkata on behalf of President of India invites online percentage rate Single bid from **approved and eligible CPWD Buildings & Roads category contractors/Manufacturers/OEMs/ Specialized firms in the field of Comprehensive Maintenance of DG Set for the following work: Name of the work: ARMO of various E&M Services in Nizam Palace, Kolkata-700020. (SH: Routine Maintenance of 2 Nos 380 KVA Greaves make DG Set.)**

The enlistment of the contractors should be valid on the last date of submission of bids.

In case 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. 1,46,687.00**. 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 indicate 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 bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-
 - 1.2.1 Criteria of eligibility for submission of bid documents:
 - **One similar work costing not less Rs. 1.18 Lakhs.**
 - OR**
 - **Two similar works each costing not less than Rs.0.89 Lakhs. OR**
 - **Three similar works each costing not less than Rs.0.59 Lakhs.**
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 **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.
4. The site for the work is available.

5. 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> in free of cost.
6. After submission of the bid the agency can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
7. While submitting the revised bid, agency 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.
8. 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.
9. Earnest Money in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee including e- Bank Guarantee (for balance amount as prescribed) from any of the Commercial Banks (drawn in favour of **Executive Engineer (E), KCED-I, CPWD, Kolkata-20**) shall be scanned and uploaded on 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 within 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. 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 including e- Bank Guarantee of any Commercial bank having validity for a period of 90 days for single bid works and 180 days for two bid system or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

The earnest money given by all the tenderers except the lowest tenderer shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, in case of two/ three bid system, earnest money deposit of bidders unsuccessful during technical bid evaluation etc. should be returned within 30 days of declaration of result of technical bid evaluation.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the notice inviting e- tender shall be scanned and uploaded on the e-Tendering website within the period of

bid submission. However, certified copy of all the scanned and uploaded documents as specified in e-tender notice shall have to be submitted by the lowest bidder 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.

The bid submitted shall be opened at **16:30Hrs on 06.08.2026**

10. The bid submitted shall become invalid and e-Tender processing fee (if applicable) shall not be refunded if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not upload all the documents as 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 bid 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 agency whose bid is accepted will be required to furnish performance guarantee specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form in favour of **Executive Engineer (E), KCED-I, CPWD, Kolkata-20**. 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. 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 including Provident Fund Code No. If applicable and also ensure the compliance of aforesaid provisions by the subcontractors, if any engaged by the contractor for the said work within the period specified in Schedule F. The agency 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 including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub-agencies, if any engaged by the agency for the said work and programme chart (Time and Progress) within the

period specified in Schedule F.

12. The description of the work is as follows:

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether 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 bidder 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 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.

14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the agencies who resort to canvassing will be liable for 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 agency shall not be permitted to bid for works in the CPWD Circle (Division in case of agencies 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 gazette officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the agency would render him liable to be removed from the approved list of agencies 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 an agency 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 agency 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 agency's service.

18. The bids for the work 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 and 75 (seventy five) days from the date of opening of technical bids in case bids are invited in 2 or 3 bid system. Further,
- (i) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department within 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
 - (ii) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
 - (iii) In case of forfeiture of earnest money as prescribed in para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work
19. This notice inviting Bid shall form a part of the contract document. The successful bidders/agency, 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 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 the 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.

AE(E)/ESD-I/KOL-II

GOVERNMENT OF INDIA

CENTRAL PUBLIC WORKS DEPARTMENT

STATE: Kolkata

Sub Division-I

DIVISION: EE (E), Kolkata-2

ZONE: CE-Kolkata

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

Tender for the work of: **ARMO of various E&M Services in Nizam Palace, Kolkata-700020. (SH: Routine Maintenance of 2 Nos 380 KVA Greaves make DG Set.)**

To be submitted by 16:00hours on **06.08.2026** online on website: <https://etender.cpwd.gov.in>

To be opened online at 16:30hours on **06.08.2026**

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 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.

We agree to keep the tender open for Thirty (30) days from the due date of its opening and not to make any modification in its terms and conditions.

Whereas, I/We (name of agency) have submitted bids for
..... (name of Work)

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another agency 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 Agency

Witness: -

Postal Address: -

Address: -

Occupation: -

ACCEPTANCE

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

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

(a)

(b)

For & on behalf of President of India

Signature

Dated:

Designation

INTEGRITY PACT	CPWD
----------------	------

To
M/s

Sub: NIT No..... for the work

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,

Assistant Engineer (E)
KCESD-I/KCED-II/CPWD
Nizam Palace, Kolkata-20

To,
Assistant Engineer (Elect.),
KCESD-I, KCED-II, CPWD
Nizam Place, Kol-20

Sub: Submission of Tender for the work of

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY PACT

CPWD

**To be signed by the bidder and same signatory competent / authorized to
Sign the relevant contract on behalf of CPWD.**

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of20.....

BETWEEN

President of India represented through Executive Engineer,,
(Name of Division)

CPWD,, (Hereinafter referred as the
(Address of Division)

'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.
.....) (hereinafter referred to as **"Tender/Bid"**) and intends to award, under laid
down organizational procedure, contract for

.....
.....
.....
..... hereinafter 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 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 IPC 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, alongwith 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 30 Days 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 there of 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 :

PROFORMA OF SCHEDULES

Name of Work: ARMO of various E&M Services in Nizam Palace, Kolkata-700020. (SH: Routine Maintenance of 2 Nos 380 KVA Greaves make DG Set.)

SCHEDULE 'A'

Schedule of quantities: As per schedule of quantity at Page: **32.**

SCHEDULE 'B'

Schedule of materials to be issued to the agency.

S. No.	Description of item	Quantity	Rate in figure & words at which the materials will be charged to the agency	Place of Issue
1	2	3	4	5
----- NIL -----				

SCHEDULE 'C'

Tools and plants to be hired to the agency

S. No.	Description	Hire charges per day	Place Of Issue
1	2	3	4
----- NIL -----			

SCHEDULE 'D'

Extra schedule for specific requirement the work, if any.- -----NIL-----

SCHEDULE 'E'

General Conditions of Contract -2023

Reference to General Conditions of Contract:- (Maintenance Work) amended till date.

Name of Work: ARMO of various E&M Services in Nizam Palace, Kolkata-700020. (SH: Routine Maintenance of 2 Nos 380 KVA Greaves make DG Set.)

- (i) Estimated cost work : Rs. 1,46,687.00
(ii) Earnest Money : 2% of ECPT
(iii) Performance Guarantee : a) 5% of tendered value or Estimated Cost Put to Tender (ECPT) (whichever is higher).

(b) Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.

- (iv) Security Deposit : 2.5% of tendered value

SCHEDULE 'F': -**General Rules & Directions: -**

Officer inviting tender:	:	Assistant Engineer (E), ESD-I, Kolkata-II, CPWD, Kolkata.
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	:	Refer Clause 12

Definitions:

2 (v) Engineer-in-Charge	:	Assistant Engineer (E), ESD-I, Kolkata-II, CPWD, Kolkata.
2 (viii) Accepting Authority	:	Assistant Engineer (E), ESD-I, Kolkata-II, CPWD, Kolkata.
2 (x) Percentage on cost of materials and labour to cover all overheads and profits.	:	15%
2 (xi) Standard schedule of Rates	:	Market Rate
2 (xii) Department	:	CPWD
9 (ii) Standard CPWD contract form	:	CPWD form 7 (Percentage rate) as modified and corrected up to date.

Clause 1

Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, 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
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- Kolkata
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Clause 2A

Whether Clause 2A shall be applicable	:	No
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Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start	:	10 Days
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Note: - Levy of compensation under clause-2 will be granted by the **Chief Engineer- Kolkata**

MILE STONE (S) AS PER TABLE GIVEN BELOW**Table of Milestone (s)**

S.No.	Description of Milestone (Physical)	Time allowed in days (from date of start)	% Amount of tendered cost to be with-held in case of non achievement of Milestone
		N.A	
	Time allowed for execution of work	:	12 Months

Authority to decide:

1. Extension of time	:	Assistant Engineer (E), ESD-I, Kolkata-II, CPWD, Kolkata.
2. Rescheduling of mile stones	:	NA
3. Shifting of date of start in case of delay in handing over of site	:	Assistant Engineer (E), ESD-I, Kolkata-II, CPWD, Kolkata.

Clause 6

Clause applicable – 6	:	Electronic Measurement Book (EMB) through CPWD ERP portal
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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. 05 Lakh or as mutually agreed upon

Whether Clause 7A shall be applicable. | : |

**Clause
10A**

List of testing equipment to be provided by the agency at site lab. **As per instruction of Engineer-in-charge
: & requirements**

Clause 10 – B(ii) :-

Whether clause 10-B(ii) shall be Applicable : **No**

Clause 10C

Component of labour expressed as percent of value of work: 40%

Clause 10 CA	Materials covered under this clause	Nearest Material (other Than cement, reinforcement bars and Structural steel) for which All India Wholesale price index to be followed	Base price of all the materials covered under clause 10CA
	Not Applicable		

Clause 10 CC :-

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

More than 12 Months

Schedule of component of other Materials, Labour, POL etc. for price escalation.

NA

Component of civil (Except materials covered under clause 10 CA)/ Electrical construction materials expressed as percent of total value of work.

Not Applicable

Component of labour expressed as percent of total value of work.

Component of POL expressed as percent of total value of work.

Clause 11 :-

Specifications to be followed for execution of work	CPWD General Specification for Elect. Works PartI-Internal & External-2023,PartVII: DG Set-2013
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Clause 12 :- Authority to decide deviation: Maintenance Work

- (i) 12.2 & 12.3 shall apply for foundation work (except earth work) **NO LIMIT**
- (ii) Deviation Limit for items in earth work sub head of DSR or related items **NA**

Clause 16 :-

Competent Authority for deciding reduced **Chief Engineer- Kolkata or successor thereof**

Clause 18 :-

List of mandatory machinery, tools & plants to be deployed by the agency at site. **As per requirement at site**

Clause 19 C/D/G/K:

Authority to decide penalty on each default : EE(E), Kolkata-II

Clause 25 :-

Constitution of Dispute Redressal Committee:

S. No	Description of DRC	
1	Conciliator	Special Director General (Kolkata)
2	Arbitrator Appointment authority	Chief Engineer, Kolkata
3	Place of arbitration	Kolkata

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

Sl. No.	Requirement of Technical Staff		Minimum Experience (Year)	Designation Technical Staff	Rate at which recovery shall be made from the contractor in the event of not fulfilling
	Qualification	Number			
	(of Major Component)				
1.	N.A.				

TERMS AND CONDITIONS (Comprehensive Maintenance of DG Set)

1. The firm shall depute trained supervision staff for the maintenance and up-keep of the DG Set in safe operating conditions.
2. The technician mechanic of the firm shall make service report and he shall also mention his name with dates and time.
3. The complaint lodged over telephone by the officials of department viz Assistant Engineer (E), Junior Engineer (E), DG operator or by the client department and the complaint must to be attended within 24 hours by the firm.
4. Minor complaints should be attended within 4 hours after lodging the complaint and major complaint should be attended within 12 hours. If any complaint not attended within stipulated time, the recovery shall be made @ Rs.1000/ per day per DG, which will not exceed of 5% of total contract value. The relaxation is permissible to the extent and on the items indicated in Annexure "A".
5. The maintenance, routine as well as preventive shall be carried out as per manufactures standard practice.
6. The existing parts required to be replaced shall be replaced with existing make of the part. The rates agreed for comprehensive maintenance will be such that the dismantled material will not be returned to the department.
7. In the event of mishap/accident, caused not due to the user/DG operator fault/misuse, then the firm shall stand responsible for any damage/injury to such users of DG Set.
8. Work is to be carried out in highly secured premises, hence it will be the responsibility of the contractor to get issued necessary entry passes for the entry in the complex from the competent authority and no claim on account of wastage of labour etc. shall be entertained by the department.
9. Agency shall submit the details of staff employed for this maintenance work.
10. The company shall mandatorily conduct monthly preventive maintenance of the DG Set and agency must be supplied genuine materials as per part no. mentioned in BOQ.

AE(E)-I/ESD-I/KOL-II

Schedule of Work

Name of Work: ARMO of various E&M Services in Nizam Palace, Kolkata-700020. (SH: Routine Maintenance of 2 Nos 380 KVA Greaves make DG Set.)

S. No.	Description	Qty	Unit	Rate	Amount
	(RMO of E&M Services in CPWD offices)				
	Sub Head - I (RMO D.G.Set)				
1	Servicing and B Check of following DG Set (Greaves Make) complete with replacement of following spare parts/ accessories i/c testing, commissioning etc. as required.				
(a)	DG No-01:- 380 KVA, Greaves make DG SET, Engine Model: TBD3V12, Engine Sr. No :13061250147 & Engine Sr. No :13061250150.				
	(i) LUB OIL FILTER (232V12) - 04 Nos.	1	Job	131697.00	131697.00
	(ii) ELEMENT-PRE-FUEL FILTER - 02 Nos.				
	(iii) ELEMENT-MICRO-FUEL FILTER - 02 Nos.				
	(iv) OUTER ELEMENT - 02 Nos.				
	(v) INNER ELEMENT - 02 Nos.				
	(vi) GREAVES LUB OIL 50 L CI-4 - 02 Nos.				
	(vii) GREAVES LUB OIL 20 LTR CI-4 - 02 Nos.				
	(viii) FUEL PRE-FLTR-KF 5.0LTR - 02 Nos.				
	(ix) COOLANT ADDITIVE 10L TPACK - 02 Nos.				
	(x) AX-45-COGGED BELT - 02 Nos.				
	(xi) V BELT AX-66 COGGED - 04 Nos.				
	(xii) GASKET, ROCKER COVER - 24 Nos.				
2	Attending Emergency break down complaints with regard to alternator, AMF panel and associated components of DG Set by deploying service engineer authorized by OEM (cost of spares not included).	10	Job	1499.00	14990.00
	TOTAL				146687.00

Assistant Engineer (E)/ESD-I