

Notice Inviting Tender

NIT No	:	12/NIT/EE-Silchar/AE-III/CPWD/2026-27
Name of work	:	Construction of Non-residential buildings at KLP patherkandi of 16 Bn. BSF under SHQ BSF Silchar, Assam . (C/o Administrative Block, Quarter Guard, Drill Cum Darbar,MI Room (10 Bedded), Magazine, Perimeter Fencing). (S.H.: Providing inspection vehicle like Bolero/Scorpio or equivalent for site supervision of various works under the jurisdiction of Subdivision office –III as per direction of Engineer-in-charge CPWD,Silchar).
Estimated Cost :	:	₹ 4,99,251.00
Earnest Money	:	₹. 9,985.00
Performance Guarantee	:	5% of tendered amount
Security Deposit	:	2.5% of tendered amount
Time Allowed	:	9 months.

Certified that this NIT contains 31 pages marked as 1 to 31 (Thirty One).

Assistant Engineer-III,
Silchar, CPWD,

INDEX

NAME OF WORK: Construction of Non-residential buildings at KLP patherkandi of 16 Bn. BSF under SHQ BSF Silchar, Assam . (C/o Administrative Block, Quarter Guard, Drill Cum Darbar, MI Room (10 Bedded), Magazine, Perimeter Fencing). (S.H.: Providing inspection vehicle like Bolero/Scorpio or equivalent for site supervision of various works under the jurisdiction of Subdivision office –III as per direction of Engineer-in-charge CPWD, Silchar).

Sl. No.	DESCRIPTION	PAGE No.
1	NOTICE INVITING TENDER	1
2	INDEX	2
3	WEBSITE NOTICE	3-4
4	EMD RECEIPT AND DETAILS.	5-6
5	INFORMATION AND INSTRUCTION FOR BIDDERS	7
6	NOTICE INVITING TENDER (FORM CPWD-6)	8-11
7	PERCENTAGE RATE TENDER AND CONTRACT OF WORK (FORM CPWD-7)	12-14
8	Schedule "A" to "F"	15-18
9	INTEGRITY PACT	19-24
10	FORM OF BANK GUARANTEE BOND (ANNEXURE - "A" & "B")	25-26
11	CONDITION FOR PERFORMANCE GUARANTEE/AFFIDAVIT	27-28
12	ADDITIONAL CONDITION	29
13	SCHEDULE OF QUANTITIES	30
14	PROFORMA FOR QUOTING TENDER PERCENTAGE.	31

Certified that this composite NIT amounting to Rs.4,99,251/- (Rupees Four Lakh ninety nine Thousand Two Hundred Fifty One) only contains 31 pages marked 1 to 31.

NIT approved for an amount of Rs.4,99,251/- (Rupees Four Lakh ninety nine Thousand Two Hundred Fifty One) only vide NIT No. 12/NIT/EE-Silchar/AE-III/CPWD/2026-27

**Assistant Engineer-III,
Silchar, CPWD**

NOTICE FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

The Assistant Engineer-III, EE-Silchar, CPWD, Silchar, Assam, invites on behalf of President of India, Online Percentage Rate tenders from approved and eligible contractors of appropriate category of CPWD through e-procurement solution: -

Sl. No.	Name of Work	Estimated Cost	Earnest Money	Time Allowed	Last date and time of submission of tender	Period during which eligibility documents shall be physically submitted in Division Office	Time & date of opening of tender
1	Construction of Non-residential buildings at KLP patherkandi of 16 Bn. BSF under SHQ BSF Silchar, Assam . (C/o Administrative Block, Quarter Guard, Dril Cum Darbar, MI Room (10 Bedded), Magazine, Perimeter Fencing). (S.H.: Providing inspection vehicle like Bolero/Scorpio or equivalent for site supervision of various works under the jurisdiction of Subdivision office –III as per direction of Engineer-in-charge CPWD, Silchar). NIT No. 12/NIT/EE-Silchar/AE-III/CPWD/2026-27	Rs. 4,99,251/-	Rs. 9,985/-	9 (Nine) months	Up to 3.00 PM on 15.07.2026	Lowest Bidder within a week of opening of financial bid.	15.07.2026 from 3.30 PM onwards

Enlistment of the contractors should be valid on the last date of submission of bids. In case only the last date of submission of bids is extended, the enlistment of contractor should be valid on the original date of submission of bids. Bid documents shall be considered valid only of those contractors who will upload the scanned copies of the following documents along-with bid (applicable for all bidders).

- (1) Receipt of EMD submitted in any division of CPWD.
- (2) Valid enlistment Registration Certificate of CPWD of appropriate category.
- (3) GST registration Certificate of the State in which the work is to be taken up, if already obtained by the bidder. If the bidder has not obtained GST registration in the state in which the work is to be taken up, or as required by GST authorities, then in such a case the bidder shall scan and upload following under taking along with other bid documents. "If work is awarded to me, I/we shall obtain GST registration certificate of the State, 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 a/c of work executed and/or for any action taken by CPWD or GST department in this regard.
- (4) ERP Training Certificate

Eligibility criteria: - 1. Vehicle shall be of best running condition without any patch mark and Registration of vehicle shall not more than 2 years old.

2. Vehicles should be commercially registered or, if not, undertaking to this effect will be required to be submitted by the agency that he will get the vehicle commercially registered within 1(One) month from the date of start of the work.

Earnest Money Declaration to be submitted in the prescribed proforma. Earnest Money of **Rs.9982/-** in the form of Treasury Challan or Demand Draft or Pay order or Banker`s Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Executive Engineer, Silchar Central Division, CPWD, Silchar, Assam).

The original EMD should be deposited either in the O/o Executive Engineer inviting bids or division office of any Executive Engineer, CPWD, within the period of bid submission. (The EMD documents shall only be issued from the place in which the O/o receiving division office is situated). The EMD receiving Executive Engineer shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting AE in the NIT.

Further details can be seen at: www.etender.cpwd.gov.in

PROFORMA FOR THE RECEIPT TO BE ISSUED BY THE EE RECEIVING THE EMD

Receipt of deposition of original EMD (Receipt No./ date.....)

Name of work :- Construction of Non-residential buildings at KLP patherkandi of 16 Bn. BSF under SHQ BSF Silchar, Assam . (C/o Administrative Block, Quarter Guard, Dril Cum Darbar,MI Room (10 Bedded), Magazine, Perimeter Fencing). (S.H.: Providing inspection vehicle like Bolero/Scorpio or equivalent for site supervision of various works under the jurisdiction of Subdivision office –III as per direction of Engineer-in-charge CPWD,Silchar).

NIT No. 12/NIT/EE-Silchar/AE-III/CPWD/2026-27

Estimated Cost : ₹ 4,99,251/-

Amount of Earnest Money Deposit : ₹ 9,985/-

Last date of submission of bid ----(15.07.2026*)---

(*To be filled by EE)

1. Name of contractor*

2. Form of EMD.....*

3. Amount of Earnest Money Deposit.....*

4. Date of Submission of EMD.....*

Designation of EMD receiving officer (EE/AE(P)/AE/AO/AAO) along with office stamp

Signature, Name and

(*To be filled by EMD receiving EE)

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 lakh, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any Scheduled Bank having validity for six months or more from the last date of **online receipt of bids** which is to be scanned and uploaded by the intending bidders.

Copy of Enlistment Order and other document as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice / CPWD-6 shall have to be submitted by the lowest bidder only within a week physically in the office of bid opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original Earnest Money Deposit deposited with any division office of CPWD and other documents scanned and uploaded are found in order.

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 in the office of Executive Engineer, Silchar Central Division, CPWD, Silchar, Assam, between **11.00 AM to 3.00 PM from 08.07.2026 to 15.07.2026** every day except on Sunday & Public Holidays and from the website www.tenderwizard.com/CPWD, www.cpwd.govt.in.

Assistant Engineer-III,
Silchar CPWD

INFORMATION AND INSTRUCTION FOR BIDDERS

1. **Bids documents:** - The collection of Bid documents is dispensed away with as there is no physical supply of bid documents and to have absolute anonymity of the bidders participating in e-procurement solution. The bidders can view/download the bid documents, from the, www.etender.gov.in
2. **Submission of Bids:** The bidders who are desirous of participating in 'e' procurement shall submit their price bids in the standard formats prescribed in the bid documents, displayed at, www.etender.gov.in. The bidder should upload the scanned copies of all the relevant certificates, documents etc. in the www.etender.gov.in support of their price bids. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity.
3. **Price Bid Opening:** The Price Bids will be opened online by the concerned officer / officers at the specified date & time and the result will be displayed on the www.tenderwizard.com/cpwd; which can be seen by all the bidders who participated in the bids.
4. **Processing of Bids:** The concerned officer/officers will evaluate and process the Bids as done in the conventional bids and will communicate the decision to the bidder online.
5. **Payment of performance Guarantee:** The bidder whose bid is accepted will be required to furnish performance guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract. This guarantee shall be in the form of DD / Banker Cheque / pay order / FDR / guarantee bonds of any scheduled bank drawn in favour of Executive Engineer, Silchar Central Division, CPWD, Silchar, Assam.
6. **Participation of Bidders at the time of opening of bids:** Bidders have two options to participate in tendering process at the time of opening of Bids:
 - (i) Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process.
 - (ii) Bidders can visualize processing online.
7. **Participation Financial Rules for e-procurement:** The e-procure system would be applicable for purchase of goods, outsourcing of services and execution of work as prescribed in GFRs / CPWD manual.
8. **Signing of agreement:** After the award of the contract, an agreement will be signed as done in Conventional Bids.

**Assistant Engineer-III,
Silchar ,CPWD,**

C.P.W.D.-6

**CENTRAL PUBLIC WORKS DEPARTMENT
NOTICE INVITING TENDER**

Percentage Rate bids are invited on behalf of the President of India from approved and eligible contractors of appropriate category of CPWD through e-Tendering for the work: Construction of Non-residential buildings at KLP patherkandi of 16 Bn. BSF under SHQ BSF Silchar, Assam . (C/o Administrative Block, Quarter Guard, Dril Cum Darbar,MI Room (10 Bedded), Magazine, Perimeter Fencing). (S.H.: Providing inspection vehicle like Bolero/Scorpio or equivalent for site supervision of various works under the jurisdiction of Subdivision office –III as per direction of Engineer-in-charge CPWD,Silchar)..

1. The enlistment of the contractors should be valid on the last date of submission of bid. In case only the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bid.
 - 1.1 The work is estimated to cost **Rs. 4,99,251/-** 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 NIT's for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation bids.
For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimate cost of each component separately.
 - 1.2 Bid documents shall be considered valid of only those contractors who will upload the scanned copies of the following documents along with their bids (applicable for all bidders).
 - 1) EMD form in page 05.
 - 2) Valid enlistment Registration Certificate of CPWD of appropriate category.
 - 3) GST registration Certificate of the State in which the work is to be taken up, if already obtained by the bidder. If the bidder has not obtained GST registration in the state in which the work is to be taken up, or as required by GST authorities, then in such a case the bidder shall scan and upload following under taking along with the other bid documents. "If work is awarded to me, I/we shall obtain GST registration certificate of the State, 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 a/c of work executed and/or for any action taken by CPWD or GST department in this regard.

The original EMD should be deposited either in the office of Executive Engineer inviting tender or division office of any Executive Engineer, CPWD within the period of tender submission. The EMD documents shall only be issued from the place in which the office of receiving division office is situated. The EMD receiving Executive Engineer shall issue a receipt of deposition of earnest money deposit to the tenderer in the prescribed format. This receipt shall also be uploaded to the e-tendering website by the intending tenderer up to the specified tender submission date and time. This receipt shall also be uploaded to the e-tendering website by the intending bidder up to the specified bid submission date and time.

Certified copy of all the scanned and uploaded documents as specified in press notice/ CPWD-6 except soft copy of NIT in PDF shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority. Certified Copies mean Photo Copies duly self attested.

Online bid documents submitted by intending bidders shall be opened only of those tenderer, who have uploaded the scanned copies of the required documents and uploaded receipt of Earnest Money Deposit and if these documents are found in order.

2. The bids can be **uploaded on website up to 3.00 PM on 15.07.2026. The bids will be opened on 15.07.2026 at 3.30 PM** by the Assistant Engineer, SCSD-III, CPWD, Silchar, Assam. The bid will be displayed on the website www.tenderwizard.com/cpwd, which can be seen by all the contractors who participated in the Bids.
3. Agreement shall be drawn with the successful bidders on prescribed Form No. C.P.W.D-7 which is available as a Govt. of India Publication and also available on web site www.etender.cpwd.gov.in. The bidder shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
4. The time allowed for carrying out the work will be **9 (Nine) months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.

5. i) The site for the work is available.
ii) The Architectural and Structural Drawings shall be made available in phased manner, as per requirement of the same as per approved program of completion submitted by the contractor after award of work.
6. The Bid documents consisting of plans, specifications, the schedule of quantities of the various type of item to be executed and the set of terms & conditions of contract to be complied with and other necessary documents, Standard General Condition of Contract Form can be seen on web site **www.etender.cpwd.gov.in** free of cost.
7. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
8. While submitting the revised bid, contractor can revise the rate of one or more item (s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
9. Earnest Money of **Rs.9,985/-** in the form of Treasury Challan or Demand Draft or Pay order or Banker`s Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Executive Engineer, Silchar, CPWD, Silchar, Assam). of any Scheduled Bank.
The original EMD should be deposited either in the office of Executive Engineer inviting tender or division office of any Executive Engineer, CPWD within the period of tender submission. The EMD documents shall only be issued from the place in which the office of receiving division office is situated. The EMD receiving Executive Engineer shall issue a receipt of deposition of earnest money deposit to the tenderer in the prescribed format. This receipt shall also be uploaded to the e-tendering website by the intending tenderer up to the specified tender 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 online receipt of bids which is to be scanned and uploaded by the intending bidders.
Copy of Enlistment Order and other document as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice / CPWD-6 shall have to be submitted by the lowest bidder only 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 EMD**, and other documents scanned and uploaded are found in order.
10. The bid submitted shall become invalid if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not upload scanned copies of 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 tender opening authority.
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.10,000/-) or Deposit at Call receipt of any scheduled bank/Banker`s cheque of any scheduled bank / Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest money deposited along with tender shall be returned after receiving the aforesaid performance guarantee.
12. 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 bidder shall be summarily rejected.
14. 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 to rejection.
15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the bidders shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to bid for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer 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. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
18. The bid for the works shall remain open for acceptance for a period of **Thirty (30)** days from the date of opening of tender. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-bidding process of the work.
19. This Notice Inviting Tender 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 bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - (b) Standard CPWD **Form -7** or other Standard C.P.W.D. form as applicable.
20. The contractor shall quote his rates keeping in mind the specifications; terms & conditions, particular specifications, special conditions, all prevalent taxes etc. and nothing shall be payable extra whatsoever unless otherwise specified. If the bidders does not quote the rate for any item, leaving the space blank, whatsoever, it will be presumed that the bidders has loaded the cost of this / these item(s) on other item(s), and he will execute this /these items at zero cost, and the bid will be evaluated accordingly.
21. In case of any difference / ambiguity between English & Hindi versions, English version shall prevail.
22. The department shall deduct Income Tax on the value of work done from each bill of the contractor as per prevailing Government instructions / orders. In lieu, the department shall issue a certificate of deduction of the tax at source to the contractor, in relevant form.
23. Engineer-in-Charge shall deduct TDS and GST as per prevailing Government instructions / orders from the total payment made to contractor in pursuance of this contract. This TDS shall also be deducted on advance payment to be adjusted in future bills and on the amount of cost escalation. The TDS certificate shall be issued by the Engineer-in-Charge to the contractor in form GST within 28 days from the end of the month in which tax has been deducted.
24. The department shall deduct labour CESS @1% on the value of work done from each bill of the contractor as per prevailing Government instructions/orders. In lieu, the department shall issue a certificate of deduction of the tax at source to the contractor, in relevant form.
25. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website. The intending bidder must have valid class-III digital signature to submit the bid.

26. 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 sub contractors, if any engaged by the contractor for the said work and program Chart (Time and progress) within the period specified in Schedule F.

Assistant Engineer,
SCSD-III, CPWD, Assam
For & on behalf of President of India

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

STATE :- Assam

CIRCLE: - Silchar Central Circle

BRANCH: - B&R

DIVISION: - EE, Silchar

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

Tender for the work of Construction of Non-residential buildings at KLP patherkandi of 16 Bn. BSF under SHQ BSF Silchar, Assam . (C/o Administrative Block, Quarter Guard, Drill Cum Darbar, MI Room (10 Bedded), Magazine, Perimeter Fencing). (S.H.: Providing inspection vehicle like Bolero/Scorpio or equivalent for site supervision of various works under the jurisdiction of Subdivision office –III as per direction of Engineer-in-charge CPWD, Silchar).

- I. (i) To be submitted online by **3:00 P.M. hours on 15.07.2026 to Assistant Engineer-III, Silchar Central sub Division-III, CPWD, Silchar, Assam at web site: www.etender.cpwd.gov.in**
- (ii) To be opened in presence of bidders who may be present *either at the place of opening of tenders (electronically) or can visualize to process online at 3.30 P.M. on 15.07.2026 to Assistant Engineer-III, Silchar Central sub Division-III, CPWD, Silchar, Assam*

Released to website:

2. **www.etender.cpwd.gov.in at Tender I.D. No. 12/NIT/EE-Silchar/AE-III/CPWD/2026-27**

Signature of officer releasing the documents**

Designation : Assistant Engineer, SCSD-III, Silchar, CPWD, Silchar

Date of Release:**

TENDER

I / We have read and examined the notice inviting tender, schedule of quantities (Civil & Electrical) applicable specifications, 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 condition of contract and all other contents in the tender document for the work.

I / We hereby bid for the execution of the work specified for the President of India within the time specified in Schedule "F", viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause-11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I / We agree to keep the bid open for **Thirty (30) days from the date of opening of Financial Bid** and not to make any modifications in its terms and conditions.

** To be filled in by the Executive Engineer

A sum of **Rs.9,985/-** is hereby forwarded in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt of any Scheduled Bank drawn in favour of Executive Engineer, Silchar Central Division, CPWD, Silchar, Assam and **Rs.9,985/-** in the shape of 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 the work as specified, I / We agree that President of India or his successors in office shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule "F" and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 and 12.3 of the tender form.

Further, I / we agree that in case of forfeiture of 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.

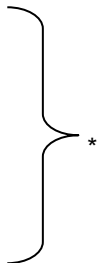
I/We hereby declare that I / We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information / derived there from to any person other than a person to whom I / We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated*

Witness:

Address:

Occupation:



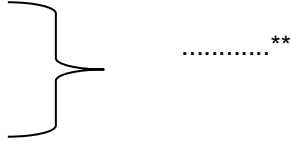
*
Signature of Contractor
Postal Address....*

.....* to be filled in by contractor

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: -

- i)
 - ii)
 - iii)
- 

For & on behalf of the President of India

Signature.....**

Designation:

Dated**

(** to be filled by EE)

PROFORMA OF SCHEDULES**SCHEDULE 'A'**

Schedule of Quantities: - Attached at Page 30

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

Sl. No.	Description of Item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5
-----NIL-----				

SCHEDULE 'C'

Tools and Plants to be hired to the contractor

Sl. No.	Description	Hire charges per day	Place of issue
1	2	3	4
-----NIL-----			

SCHEDULE 'D'

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

Attached additional Conditions at Page 29

SCHEDULE 'E'

Reference to General Conditions of Contract: -

{
 General Conditions of Contract for CPWD
 Works-2023 *as amended / modified up to*
last date of submission of bids
(amendments available on CPWD web
site)
 }

NAME OF WORK : Construction of Non-residential buildings at KLP patherkandi of 16 Bn. BSF under SHQ BSF Silchar, Assam . (C/o Administrative Block, Quarter Guard, Dril Cum Darbar,MI Room (10 Bedded), Magazine, Perimeter Fencing). (S.H.: Providing inspection vehicle like Bolero/Scorpio or equivalent for site supervision of various works under the jurisdiction of Subdivision office –III as per direction of Engineer-in-charge CPWD,Silchar).

Estimated cost of Work : **Rs.4,99,251/-**

Performance Guarantee : **5% of tendered value of work.**

Security Deposit : **2.5% of tendered value of work.**
Or
2.5% of tendered value plus 50% of PG for contracts involving maintenance of the building and services/ other work after construction of same building and services / other work.

SCHEDULE 'F'

General Rules & Directions :

Officer Inviting Tender : **Assistant Engineer-III,
Silchar, CPWD, Assam**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 : See details under clause 12 of this NIT

Definitions:

2(v) Engineer-in-Charge : **Assistant Engineer-III,
Silchar, CPWD, Assam**

2(viii) Accepting Authority : **Assistant Engineer-III,
Silchar, CPWD, Assam**

2(x) Percentage on cost of materials and labour to cover all overheads and profits. : **15% (Fifteen percent)**

2(xi) Standard Schedule of Rates : **Market Rate.**

2(xii) Department : **CPWD**

9(ii) Standard CPWD contract Form : **CPWD form-7 GCC-2023, as amended/ modified up to last date of submission of bids (amendments available on CPWD web site)**

Clause 1

(i) Time allowed for submission of Performance Guarantee, Program 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 guarantee amount beyond the period provided in (i) above : **3 days**

Clause 2

Authority for fixing compensation under clause 2. : **Superintending Engineer, Silchar Central Circle, CPWD, Silchar**

Clause 2A

Whether clause 2 A shall be applicable : **Not Applicable**

Clause 5

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

Time allowed for execution of work : **9 (Nine) months.**

Authority to decide:

(i) Extension of time : **Executive Engineer, Silchar, CPWD, Silchar, Assam, or his successor-in-charge of work.**

(ii) Rescheduling of Milestones : **Superintending Engineer, Silchar Central Circle, CPWD, Silchar or his successor-in-charge of work.**

(iii) Shifting of date of start in case of delay in handing over of site : **Superintending Engineer, Silchar Central Circle, CPWD, Silchar or his successor-in-charge of work.**

Clause 6, 6A

Clause applicable (6 or 6A) : **6 Applicable**

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. 55,000/-**

Clause 7A

: **No running bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board, whatever applicable are submitted by the contractor to the engineer in charge.**

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

:

Clause 11

Specifications to be followed for execution of work : **CPWD Specifications 2019 vol. I & II with up to date correction slips issued up to the last date of submission of tender, additional Condition attached.**

Civil works:

Clause 12

Type of Work : **Original Work.**

12.2 & 12.3 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work. : **100% .**

12.5 (i) Deviation Limit beyond which clauses 12.2. & 12.3 shall apply for foundation work. (except items mentioned in earth work sub head in DSR related items) : **100%**

(ii) Deviation limit for items mentioned on earth work subhead of DSR and related items. : **100%**

Clause 16

Competent Authority for deciding reduced rates : **Superintending Engineer ,
Silchar Central
Circle, CPWD, Silchar**

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site : As per Scope and requirement of work.

Clause 19

The contractor shall obtain a valid license under the contract labour (R&A) Act, 1970: and the contract labour (Regulation & Abolition) Central Rules, 1971 before the Commencement of the work & continue to have a valid license until the completion of the work. The contractor shall also comply with provisions of the inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979

Clause 19 L

The E.S.I. & E.P.F. Contribution on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The applicable & eligible amount of E.P.F. & E.S.I. shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided the same are in order.

Clause 25

Constitution of Dispute Redressal Committee (DRC)

(A) For total claims more than Rs. 25 Lac

1. Chief Engineer NEZ-I, CPWD, Shillong
2. Director Works & TLQA, NER, Guwahati
3. Superintending Engineer, cum PD, Guwahati
4. Superintending Engineer in-charge of the work

: Chairman
: Member
: Member
: **Superintending Engineer in charge of works shall present the case before DRC**

(B) For total claims up to Rs. 25 Lac

1. Director Works & TLQA, NER, Guwahati
2. Executive Engineer(P), NEZ-II, Agartala
3. Executive Engineer, TCD-II, Agartala
4. Executive Engineer, SCD, Silchar

: Chairman
: Member
: Member
: **Assistant Engineer in-charge of works shall present the case before DRC**

Place of Arbitration

: **Kolkata**

INTEGRITY PACT

To,

.....
.....
.....

Sub: **NIT No.** 12/NIT/EE-Silchar/AE-III/CPWD/2026-27 **for the work:** Construction of Non-residential buildings at KLP patherkandi of 16 Bn. BSF under SHQ BSF Silchar, Assam . (C/o Administrative Block, Quarter Guard, Dril Cum Darbar,MI Room (10 Bedded), Magazine, Perimeter Fencing). (S.H.: Providing inspection vehicle like Bolero/Scorpio or equivalent for site supervision of various works under the jurisdiction of Subdivision office –III as per direction of Engineer-in-charge CPWD,Silchar).

Dear Sir,

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

The subject Notice Inviting of 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 tender/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-III,
Silchar,CPWD, Assam

INTEGRITY PACT (Undertaking by Bidder)

To,

Executive Engineer,
Silchar CPWD, Assam

Sub: Construction of Non-residential buildings at KLP patherkandi of 16 Bn. BSF under SHQ BSF Silchar, Assam . (C/o Administrative Block, Quarter Guard, Dril Cum Darbar,MI Room (10 Bedded), Magazine, Perimeter Fencing). (S.H.: Providing inspection vehicle like Bolero/Scorpio or equivalent for site supervision of various works under the jurisdiction of Subdivision office –III as per direction of Engineer-in-charge CPWD,Silchar)..

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) us 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.

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

Yours faithfully,

(Duly authorized signatory of the Bidder)

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

This Integrity Agreement is made at.....on this.....day of.....2024.

BETWEEN

President of India represented through the Executive Engineer, Silchar Central Division, CPWD, Silchar, Assam.....hereinafter referred as the 'Principal / Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

Through..... (Hereinafter 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 (Name of work)
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 witness as under:

Article 1: Commitment of the Principal / Owner

- 1) The Principal / Owner commit 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) 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 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) commit(s) 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 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 propose of completion or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the 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 of 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 on behalf of one manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.**
- 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 justify interest of other and/or to influence the procurement process to the detriment of the Government interest.**
- 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 right 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 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 / determine the contract or has accrued the right to terminate / determine the contract according to Article 3(1), the Principal / Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / Contractor.

- 3) **Criminal Liability:** If the Principal / Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code IPC / Prevention of Corruption Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal / Owner will inform the same law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last **7 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 dealing / holiday listing of the Bidder / Contractor as deemed fit by the Principal / Owner.
- 3) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal / Owner may, at its own direction, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidder(s) / 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 Sub-contractors /sub- vendors.
- 2) The Principal / Owner will enter into Pacts on identical terms as this one with all Bidder(s) and Contractors.
- 3) The Principal / Owner will disqualify Bidder(s), who do not submit, the duly signed Pact between the Principal / Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 Months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidder(s), 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 discharge / determined by the Competent Authority, PWD.

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 intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreements / Pact, any action taken by the Owner / Principal in accordance with this **Integrity Agreement / Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

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

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

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Date:

ANNEXURE -“A”

FORM OF EARNEST MONEY (BANK GUARANTEE)

WHEREAS, contractor, M/s..... (Name of contractor) (hereinafter called "the contractor") has submitted this tender dated (Date) for the work 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..... (hereinafter called "the Bank") are bound unto Executive Engineer, Silchar Central Division, CPWD, Silchar, Assam.(Name and division of Executive Engineer) (here in after called "the Engineer-in-Charge") in the sum of Rs./- (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this..... day of..... 20.....

THE CONDITIONS of this obligation are:

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

WITNESS.....

(SIGNATURE, NAME AND ADDRESS)

* Date to be worked out on the basis of validity period of 90 (Ninety) days from last date of receipt of tender.

FORM OF PERFORMANCE SECURITY (GUARANTEE)**BANK GUARANTEE BOND**

1. In consideration of the President of India (hereinafter called “the Government”) having agreed under the terms and conditions of agreement No. _____ dated _____ made between _____ and _____ {hereinafter called “the said contractor(s)”} for the work _____
_____ (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement,
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.
2. We _____ do hereby undertake to _____ (indicate the name of the Bank)
pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____ only).
3. We, the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We _____ further agree that the guarantee _____ (indicate the name of the Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge, on behalf of the Government, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.
5. We _____ further agree with the Government that _____ (Indicate the name of the Bank) the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We _____ lastly undertake not to _____ (indicate the name of bank) revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid upto _____ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____/- (Rupees _____ only) and unless a claim in writing is lodged with us within Four Months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____

for _____
(Indicate the name of the Bank)

PERFORMANCE GUARANTEE

- 1) The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (Five percent of the tendered amount) in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/ or without prejudice to any other provisions in the contract) within 7 days of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of 3 days on written request of the contractor stating the reason for delays in procuring the Bank Guarantee to the satisfaction of the Engineer-in-Charge.

This guarantee shall be in the form of Govt. securities or fixed deposit receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Scheduled Bank is furnished by the contractor the Govt. as part of the performance guarantee & the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forth with on demand furnish additional security to the Govt. to make good the deficit.

- 2) A letter of acceptance shall be issued informing the successful tenderer of the decision of the competent authority to accept his tender and to submit the Performance Guarantee within 15 days in any of the prescribed form. On receipt of prescribed performance guarantee, necessary letter to commence the work shall be issued and site of work shall be handed over thereafter. In case of failure by the contractor to furnish the performance guarantee within the specified period, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.
- 3) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 (sixty) days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- 4) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/ or without prejudice to any other provisions in the contract agreement) in the event of:-
 - a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the clauses/ conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

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

- 5) The contractor shall prepare working schedule giving the date and rate of placing of concrete of each items of work and submit the same to Engineer-In-Charge for his approval. The use of pour cord is mandatory.

AFFIDAVIT

I/We have submitted a bank guarantee for the work: -

_____ (Name of work).

Agreement No. _____

Dated _____ from _____

(Name of the Bank with full address)

to the Executive Engineer _____ (Name of Division) with a view to seek exemption from payment of security deposit/performance guarantee/guarantee money for expansion joint / Elastomeric Bearings / Bituminous Macadam/ Dense Bituminous Macadam/ Bituminous Concrete work/ Bitumen Mastic work in cash. This bank guarantee expires on _____

I/We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at my/our own initiative upto a period of _____ months after the recorded date of completion of the work or as directed by the Engineer-in-Charge.

I/We also indemnify the Government against any losses arising out of non-encashment of the bank guarantee, if any.

Deponent
(Signature of Contractor)

Note: - The affidavit is to be given by the executants before a first class Magistrate.

ADDITIONAL CONDITION

1. The quoted rates shall be inclusive of all charges of driver, fuel, oil, lubricants, maintenance & repairs, taxes as applicable, etc. and nothing extra shall be paid on any account.
2. Vehicle shall be of Bolero/Scorpio or equivalent (as decided by Engineer-in-charge) make in good condition. year
3. Working hours for vehicle shall be from 9.30 A.M to 6.30 P.M on normal working days. However this period is extendable as per exigencies of work and during holidays and outstation tour.
4. The driver should possess valid driving license of appropriate category and shall keep it with him during duty hours.
5. Only CPWD registered Contractors shall be eligible for quoting the rates.
6. Vehicle shall be in working condition and nothing extra shall be paid towards repairing cost, towing cost, etc. during break down of vehicle on the way.
7. The registration of vehicle should be in commercial category and should not be more than 2 years old.
8. Nothing extra shall be payable for any increase in rates of any other consumable items.
9. If services, behavior and punctuality of driver are found not satisfactorily as reported by officer using vehicle, the Engineer-in-charge can terminate/rescind the contract under clause-3 of the Agreement.
10. The contractor shall have to provide the approved model of vehicle and in case of any emergency only vehicle of higher category will be allowed, subject to the prior approval of Engineer-in-charge.
11. The driver once approved by Engineer-in-charge should not be changed, except in exceptional circumstances for which prior approval of the Engineer-in-charge shall have to be obtained.
12. Proper regular cleaning inside, outside of vehicle has to be ensured by the driver / contractor.
13. Compensation of Rs. 1000.00 per day shall be levied for any unauthorized absence without any intimation.
14. Toll tax and parking charges shall be reimbursed as per actual on production of receipt duly countersigned by the officer using the vehicle.
15. Vehicles should be commercially registered or, if not, undertaking to this effect will be required to be submitted by the agency that he will get the vehicle commercially registered within 1(One) month from the date of start of the work.

**Assistant Engineer-III
Silchar, CPWD**

SCHEDULE OF QUANTITIES

Name of work:- Construction of Non-residential buildings at KLP patherkandi of 16 Bn. BSF under SHQ BSF Silchar, Assam . (C/o Administrative Block, Quarter Guard, Dril Cum Darbar, MI Room (10 Bedded), Magazine, Perimeter Fencing). (S.H.: Providing inspection vehicle like Bolero/Scorpio or equivalent for site supervision of various works under the jurisdiction of Subdivision office -III as per direction of Engineer-in-charge CPWD, Silchar).

Sl.No.	Sub-Head and Items of work	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1	Providing & Running of 4(four) wheeler inspection vehicle like Bolero/Scorpio or equivalent in best running condition (With Driver)with road permit,insurance including cost of fuel ,lubricants etc.complete on monthly basis upto initial distance of 1200 km per month & as per direction of Engineer-in-Charge.				
1.1	Retention including 1200 km per month.	9	per month	Rs.50,406.40	453658.00
2	Extra for running cost of vehicle beyond initial 1200 km run in a month.	3300	Per K.M.	8.95	29535.00
3	Extra for overtime duty beyond normal duty hours i.e 8 hours in a day or duty performed on gazzetted holiday or Sunday.	150	Per Hr.	107.05	16058.00
	Total				4,99,251.00

JE/SCSD-III
CPWD, Silchar

Assistant Engineer-III
CPWD, Silchar

Central Public Works Department					
N.I.T. No: 12/NIT/EE-Silchar/AE-III/CPWD/2026-27					
Name of work: - Construction of Non-residential buildings at KLP patherkandi of 16 Bn. BSF under SHQ BSF Silchar, Assam . (C/o Administrative Block, Quarter Guard, Dril Cum Darbar,MI Room (10 Bedded), Magazine, Perimeter Fencing). (S.H.: Providing inspection vehicle like Bolero/Scorpio or equivalent for site supervision of various works under the jurisdiction of Subdivision office –III as per direction of Engineer-in-charge CPWD,Silchar).					
SCHEDULE OF QUANTITY					
Name of the Contractor					
Sl. No.	Name of component	Estimated cost (in ₹)	Percentage above or below the estimated cost	% in Figures	Total Cost (in ₹)
1	2	3	4	5	6
1	Construction of Non-residential buildings at KLP patherkandi of 16 Bn. BSF under SHQ BSF Silchar, Assam . (C/o Administrative Block, Quarter Guard, Dril Cum Darbar,MI Room (10 Bedded), Magazine, Perimeter Fencing). (S.H.: Providing inspection vehicle like Bolero/Scorpio or equivalent for site supervision of various works under the jurisdiction of Subdivision office –III as per direction of Engineer-in-charge CPWD,Silchar).	₹ 4,99,251.00			
	Grand Total =	₹ 4,99,251.00			

1. The Column Nos 4 & 5 are mandatory to be filled by the bidders/tenderers. If all these columns are left blank, the tender become invalid.
2. The amount in figures in column No.6 shall appear automatically corresponding to the percentage quoted in column No.4 & 5.
3. The tenderer is required to quote the percentage only above or below or at par with the estimated cost to cover all the rates of item covered under the respective packages.
4. The percentage shall be written in 2 (two) place of decimal.
5. If the percentage selection in column No 4 is "At Par", by default the percentage will be considered as "Zero" only. In other words, if "At par" is selected in column No.4, then no need to fill column No.5

Signature of Contractor

Assistant Engineer/ SCSD-III