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Name of Work: Construction of Boys Hostel for HNB Garhwal University at Chauras Campus. (SH: Providing services of Computer Operator and Office attendant/MTS for AE, HNB, CPWD, Srinagar (Gwl)).

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NIT amounting to ₹ 3, 44,262/-(Rs. Three Lakh Forty-Four Thousand Two Hundred Sixty-Two) only is hereby approved. This NIT contains pages marked as 01 to 37.

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The **Assistant Engineer- HNB**, Central Public Works Department, Garhwal on behalf of President of India invites online percentage rate bids from approved and eligible contractors of CPWD in appropriate class of composite/building category for the following work:

NIT No	20/EE-Garhwal/CPWD/2026-27/AE/HNB
Name of Work	Construction of Boys Hostel for HNB Garhwal University at Chauras Campus. (SH: Providing services of Computer Operator and Office attendant/MTS for AE, HNB, CPWD, Srinagar (Gwl)).
Estimated cost put to bid	Rs. 3,44,262/-
Earnest Money	Rs. 6,885/-
Stipulated Period of Completion of work	06 months
Last date of online submission of bid and other documents as specified in the bid document.	Up to 15:00 Hrs on 18/08/2026.
Time and date of opening of Bid	15:30 Hrs on 18/08/2026.

1. 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.
2. Information and Instructions for bidders posted on website shall form part of bid Documents.
3. 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> or www.cpwd.gov.in free of cost.
4. But 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 (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.**
5. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
6. The intending bidder must have valid class-III digital signature to submit the bid.

7. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
8. Contractor can upload documents in the form of **JPG** format and **PDF** format.
9. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink 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.

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

- i) Insurance Surety Bond, Demand Draft / Account Payee Banker's Cheque / FDR / Bank Guarantee of any of Commercial Bank against EMD.
- ii) Copy of Receipt for deposition of original EMD to division office of any Executive Engineer, CPWD (including NIT issuing EE).
- iii) Enlistment order of the contractors of CPWD in appropriate class of Buildings & Roads (erstwhile composite/Building/infrastructure) category.
- iv) **Undertaking regarding debarment from Central Public Works Department on Non-Judicial stamp paper of Rs. 100/- (Form-C).**
- v) **Undertaking on structural stability and soundness as per prescribed format Form-F.**
- vi) **Copy of certificate for compulsory ERP training issued through LMS or ERP obtained by enlisted contractor either by him or his authorized representative.**
- vii) 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".

- viii) Permanent Account Number (PAN) as issued by the Income Tax Department.

**Signature of the Sub-Divisional Officer,
For and on behalf of the President of India**

FORM-C

AFFIDAVIT

I/We declare that, I/We have not been debarred/restrained/black listed by Central Public Works Department.

Signature of the Bidder(s) with stamp

Note: Affidavit to be furnished on a 'Non-judicial' stamp paper worth Rs. 100/- (scanned copy of the notarized affidavit to be uploaded at the time of submission of bid).



**Undertaking on Structural stability and soundness of already
completed Buildings and Infrastructure Projects**

I/we undertake and confirm that any building / infrastructure constructed by our firm /partnership firm/ company has not suffered any failure, making it unfit for intended use, either due to structural design and defects or due to use of sub-standard materials or execution of sub-standard work, poor workmanship or any other reason during the last 25 (twenty-five) years.

I/we, further, undertake that if such information comes to the notice of CPWD, then Engineer-in-Charge shall be free to terminate the bid/agreement and to forfeit the entire amount of earnest money deposit, performance guarantee and security deposits.

I/we, also undertake that in addition to above, the Engineer-in-Charge shall be free to debar us forever from tendering in CPWD.

The decision of Engineer-in-Charge or any higher authority shall be final and binding.

Signature of notary with seal

Signature of bidder or an authorized
person of the firm with stamp

Note: Affidavit to be furnished on a 'Non-judicial' stamp paper of Rs. 200/- (scanned copy of the notarized affidavit to be uploaded at the time of submission of bid).

FORMAT FOR RECEIPT OF DEPOSITION OF ORIGINAL EMD

Receipt No.....#..... /date.....#.....
1. Name of Work: Construction of Boys Hostel for HNB Garhwal University at Chauras Campus. (SH: Providing services of Computer Operator and Office attendant/MTS for AE, HNB, CPWD, Srinagar (Gwl). 2. NIT No. : 20/EE-Garhwal/CPWD/2026-27/AE/HNB 3. Estimated Cost: Rs. 3,44,262/- 4. Amount of Earnest Money Deposit :Rs.6,885/-(To be drawn in favour of <u>Executive Engineer, GCD, CPWD, Srinagar (Gwl)</u>) Last date of submission of Bid : 18/08/2026 at 15:00 Hrs
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/AE(P)/AE/AAO) with Officer stamp along with Officer stamp (# to be filled by EMD receiving EE/DDH)

Note:

- i) The Authority receiving EMD in original form examines the EMD deposited by the bidder and issues receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting authority. The receipt can also be issued by any subordinate gazette authority as authorized by the EE/Engineer in Charge/DDH.
- ii) The authority receiving original EMD also intimates tender inviting authority about deposition of EMD by the agency by email/fax/telephonically.
- iii) The original EMD receiving authority releases the EMD to unsuccessful bidders after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier, after verification from the e-tendering portal website(www.etender.cpwd.gov.in >tender free view> advance search>awarded tenders) that the particular contractor is not L-1 tenderer and work is awarded.
- iv) The tender inviting authority calls for original EMD of the L1 tenderer from EMD receiving authority immediately.

PART – A

NOTICE INVITING e-TENDER (CPWD-6), TENDER FORM (CPWD-7), SCHEDULES - A TO F FOR MAJOR COMPONENT OF WORK AND STANDARD GCC FOR CPWD-2023 (MAINTENANCE WORK) AMENDED/ MODIFIED UP TO LAST DATE OF TENDER SUBMISSION

CPWD-6 FOR e-TENDERING

1. **Percentage rate bids** are invited on behalf of President of India from approved and eligible contractors of CPWD in appropriate class of Composite/Building category for the work of **“Construction of Boys Hostel for HNB Garhwal University at Chauras Campus. (SH: Providing services of Computer Operator and Office attendant/MTS for AE, HNB, CPWD, Srinagar (Gwl).”**

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. 3, 44,262/-**. 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.
2. Agreement shall be drawn with the successful bidder 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**. Bidder 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 **06 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 from website <https://etender.cpwd.gov.in> or www.cpwd.gov.in free of cost.
6. 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.
7. 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.
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 (for balance amount as prescribed) from any of the Commercial Banks* (drawn in favour of **Executive Engineer-Garhwal, CPWD, Srinagar (Gwl)**) shall be scanned and uploaded to the e-tendering website within the period of bid submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD 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.

The receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time.

A part of earnest money is acceptable in the form of **Bank Guarantee** also. In such case, minimum 50% of earnest money or Rs.20 lacs, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of **any Commercial Bank having validity for six months or more from 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 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 shall have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of tender opening authority.

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

9A The contractors registered prior to 01.04.2015 on e-tendering portal of CPWD shall have to deposit tender processing fee at existing rates, or they have option to switch over to the new registration system without tender processing fee any time.

The bid submitted shall be opened at 15:30 PM on 18/08/2026.

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

1. The bidder is found ineligible.
2. The bidder does not upload scanned copies of all the documents stipulated in the bid document.
3. The bidder does not deposit original EMD with division office of any Executive Engineer/DDH, CPWD.
4. 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.
5. If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

11. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash **Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (for balance amount as prescribed) from any of the Commercial Banks** in accordance with the prescribed form. In case the contractor fails to deposit the

said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. 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 within the period specified in Schedule F.

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 bidder 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 contractors who resort to canvassing will be liable to rejection.
15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidder 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 or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
17. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.

18. The bids for the work shall remain open for acceptance for a period of **Thirty (30) days** from the date of opening of bids further.
- (i) If any tenderer withdraws his tender or makes any modification in the terms and conditions of the tender which is not acceptable to the department, **within 7 days after last date of submission of bid**, 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 and conditions of the tender which is not acceptable to the department, **after expiry of 7 days after last date of submission of bid**, 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 in prescribed in para (i) and (ii) above the bidder 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 bidder/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:
- (i) 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.
 - (ii) Standard **CPWD Form-7** or other Standard CPWD Form as mentioned.
20. **The intending bidders are required to update their profile in CPWD e- tender portal and to upload their bids well in advance of last date of submission of tender. Any issue related to updating profile / uploading tender can be resolved through the concerned Assistant Engineer-HNB (e-mail Id aecpwdhnb@gmail.com) or ERP help line no. 18001803286 or e-mailldgpwd.support@techmahindra.com. The e- tendering bidders are also advised not to wait to raise any issues till the last date of submission of bid in their own interest.**

**Signature of the Sub-Divisional Officer,
For and on behalf of the President of India**

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

STATE: Uttarakhand

BRANCH: B & R

ZONE: Dehradun

DIVISION: EE-Garhwal

SUB DIVISION: AE-HNB

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

Tender for the work of “Construction of Boys Hostel for HNB Garhwal University at Chauras Campus. (SH: Providing services of Computer Operator and Office attendant/MTS for AE, HNB, CPWD, Srinagar (Gwl)).”

(i) To be uploaded by **15:00 Hrs. on 18/08/2026** on website: <https://etender.cpwd.gov.in>

To be opened in the presence of tenderers who may be present at **15:30 Hrs. on 18/08/2026** in the office of the **Assistant Engineer, HNB, CPWD, Srinagar Garhwal.**

TENDER

I/We have read and examined the notice inviting tender, schedule-A, D, E & F, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule ‘F’ viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions & in clause 11 of the Conditions of Contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

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

A sum of **Rs. 6,885/-** is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money.

A copy of earnest money **deposit receipt of prescribed amount deposited in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as prescribed) issued by a Commercial Bank** is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

If I/We, fail to furnish the prescribed performance guarantee within prescribed period, then I/we shall be suspended for one year and shall not eligible to bid for CPWD tenders from date of issue of suspension order. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely, the said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of 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 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 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 and integrity of the State.

Dated:

Signature of Contractor

Postal Address:

Witness:

Address:

Occupation:

ACCEPTANCE

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

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

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

(For & on behalf of President of India)

Dated:

Signature.....

Designation.....

PROFORMA OF SCHEDULES: A TO F**SCHEDULE 'A'**

Schedule of quantities: (Page -36-37)

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of Contract: General Conditions of Contract-2023 (**Maintenance works**) as amended / modified up to the last date of submission of Tenders.

Name of Work: “**Construction of Boys Hostel for HNB Garhwal University at Chauras Campus. (SH: Providing services of Computer Operator and Office attendant/MTS for AE, HNB, CPWD, Srinagar (Gwl)).**”

Estimated cost of work: Rs. 3, 44,262/-/-

(i)	Earnest Money	Rs. 6,885/-
(ii)	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.
(iii)	Security Deposit	2.5% of tendered value

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

Officer inviting Tender: Assistant Engineer-HNB, CPWD, Srinagar Garhwal

Definitions:

2(v)	Engineer-in-Charge	Assistant Engineer-HNB, CPWD, Srinagar Garhwal
2(viii)	Accepting Authority	Assistant Engineer-HNB, CPWD, Srinagar Garhwal
2(x)	Percentage on cost of materials and Labour cover all to overheads and profits	15%
2(xi)	Standard Schedule of Rates	Labour Rate
2(xii)	Department	Central Public Works Department (CPWD)
9(ii)	Standard CPWD Contract Form:	GCC 2023 (Maintenance work), CPWD Form 7 as modified & Corrected up-to the last date of submission of tenders (Whether corrections vide latest circulars are incorporated or not in this document).

Clause-1:

(i)	Time allowed for submission of Performance Guarantee, programme chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance.	07 (Seven) days
(ii)	Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above	03 (Three) days

Clause-2:

(i)	Authority for fixing compensation under clause 2	Chief Engineer-Dehradun, CPWD, Dehradun or his successor thereof
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Clause-5:

(i)	Number of days from the date of issue of letter of acceptance for reckoning date of start	10 (Ten) days
(ii)	Time allowed for completion of work	06 Months

TABLE OF MILE STONES

Sl. No.	Description of mile stone	Time allowed (from date of start) in days/months	Amount to be withheld in case of non-achievement of mile stone.
---Not Required---			

Authority to decide:

(i)	Extension of time	Assistant Engineer-HNB, CPWD, Srinagar, Garhwal or his successor thereof.
(ii)	Rescheduling of mile stones	Assistant Engineer-HNB, CPWD, Srinagar, Garhwal or his successor thereof.
(iii)	Shifting of date of start in case of delay in handing over of site	Assistant Engineer-HNB, CPWD, Srinagar, Garhwal or his successor thereof.

Clause-6: Computerized Measurement Book (CMB)/ Electronic Measurement Book (EMB) through CPWD ERP portal

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	---N/A---
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Clause-7A:

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable as submitted by the Bidder to the Engineer-in Charge.	Yes
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Clause-8 A:

Recovery Rate for non-submission of completion plan by the contractor	NA
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Clause-10A: Not Applicable**Clause-10B (i): Not Applicable****Clause-10 B (ii) Not Applicable****Clause-10C: Not Applicable**

Component of labour expressed as percent of value of work	N/A
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Clause-10CA: Not Applicable**Clause-10CC: Not Applicable****Clause-11:**

Specifications to be followed for execution of work:	
Civil work	CPWD Specifications 2019 Vol. 1 and Vol. 2 with up to date correction slips (Hereinafter called CPWD specifications).

Clause-12: Maintenance work

12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work	100%.
12.5	1. Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work sub head in DSR and related items)	100%
	2. Deviation Limit for items mentioned in earth work sub head of DSR and related items.	100%
	3. Maintenance work	No limit

Clause-16:

Competent Authority for deciding reduced rates:	
Civil work	Chief Engineer-Dehradun, CPWD, Dehradun or his successor thereof

Clause-18: --NA—

~~Suggestive List of Machinery, Tools & Plants to be deployed by the Contractor at site: As per Requirement~~

Clause-19 C	Engineer in Charge—authority to decide penalty for each default
Clause-19 D	Engineer in Charge—authority to decide penalty for each default
Clause-19 G	Engineer in Charge—authority to decide penalty for each default
Clause-19 K	Engineer in Charge—authority to decide penalty for each default

Clause-25:

i	Conciliator:	ADG Chandigarh Region.
ii	Arbitrator appointing authority:	Chief Engineer-Dehradun
iii	Place of Arbitration:	Dehradun.

Clause-32: --NA--

Clause-38: --NA--

STANDARD GENERAL CONDITIONS OF CONTRCT

1. General Conditions of Contract (**GCC 2023-Maintenance work**) for CPWD Works which is available at M/s Jain Book Agency, 4574/15, 2nd Floor, Padam Chand Marg, Darya Ganj, New Delhi-110002 as CPWD publication shall be deemed to be part of the Tender document.
 2. The Standard GCC is amended from time to time through issue of OMs under series DG/CON which are available on CPWD official website at http://www.cpwd.gov.in/Documents/Official_Circulars/DG_CON. The said Circulars bearing no. DG/CON and onwards issued upto date of tender submission shall also be deemed to be part of tender document.
-

INTEGRITY PACT

To,

All Bidders

Subject: NIT No- **20/EE-Garhwal/CPWD/2026-27/AE/HNB** for the work:-
“Construction of Boys Hostel for HNB Garhwal University at Chauras Campus. (SH: Providing services of Computer Operator and Office attendant/MTS for AE, HNB, CPWD, Srinagar (Gwl).”

Dear Sir,

It is hereby 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-HNB

To,

Assistant Engineer,
HNB, CPWD, Garhwal.

Subject: NIT No. **20/EE-Garhwal/CPWD/2026-27/AE/HNB** for the work: **“Construction of Boys Hostel for HNB Garhwal University at Chauras Campus. (SH: Providing services of Computer Operator and Office attendant/MTS for AE, HNB, CPWD, Srinagar (Gwl).”**

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)

**TO BE SIGNED BY THE BIDDER AND SAME SIGNATORY COMPETENT / AUTHORIZED
TO SIGN THE RELEVANT CONTRACT WITH 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, (Address of Division), (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual / firm/ Company) through..... (Hereinafter referred to as the (Details of duly authorized signatory) "**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

PREAMBLE:

WHEREAS the Principal / Owner has floated the Tender (NIT No. **20/EE-Garhwal/CPWD/2026-27/AE/HNB** (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "**Construction of Boys Hostel for HNB Garhwal University at Chauras Campus. (SH: Providing services of Computer Operator and Office attendant/MTS for AE, HNB, CPWD, Srinagar (Gwl).**"

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 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 Bidders(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 relevant IPC/PC Act. Further the Bidder(s)/Contract(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 address of foreign agents/representatives, if any. Either the India 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 participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to 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 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 Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

ARTICLE 4: Previous Transgression

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

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

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

ARTICLE 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor, 12months 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 **Headquarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

ARTICLE 8: LEGAL AND PRIOR RIGHTS

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

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

WITNESSES:

Date:

1.

Place:

(Signature, name and address)

2.

(Signature, name and address)

On Non-Judicial Stamp Paper of Minimum Rs. 100

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

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

OR**

- Whereas the Executive Engineer..... (name of division)..... CPWD on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number..... with..... (name and address of the contractor)..... (Hereinafter called "the Contractor") for execution of work..... (name of work) The Government has further agreed to accept an irrevocable Bank Guarantee for Rs..... (Rupees only) valid upto..... (date)..... as **Performance Guarantee/security Deposit/Mobilization Advance** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.
2. We ... (indicate the name of the bank)..... (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs..... (Rupees..... only) on demand by the Government within 10 days of the demand.
 3. We, (indicate the name of the Bank) do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
 4. We ... (indicate the name of the Bank), further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
 5. We,..... (indicate the name of the Bank)..... further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
 6. We ... (indicate the name of the Bank)..... further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
 7. This guarantee will not be discharged due to the change in the constitution of the bank or the Contractor.

8. We, (indicate the name of the Bank).....undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to..... unless extended on demand by the Government. Notwithstanding anything mentioned above our liabilities against this guarantee is restricted to Rs..... (Rupees..... only) and unless a claim in writing is lodged. un shall stand discharged. Date. Witnesses: the constitution of the Bank or the, undertake not to revoke this ng. unless extended on demand by the anything mentioned above, our liability against this guarantee is (Rupees..... only) and unless a claim in writing is lodged. With us within the date of expiry of the of this guarantee, all our liabilities under this guarantee shall stand discharged.
Date.....

Witnesses:

- 1- Signature.....
Name and address

Authorized signatory
Name
Designation
Staff code no.
Bank seal

- 2- Signature.....
Name and address

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

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

SPECIAL CONDITIONS

1. The person on duty should be in decent attire and well behaved. If any person do smoking, chewing tobacco or consuming alcohol or found misbehaving with any one during duty, the personnel shall be removed from the duty immediately and additional fine of Rs.500/- shall be recovered from the bill of agency for each such complaint.
 2. The contractor shall insure payment of minimum wages as per Minimum Wages Act and as applicable from time to time to his workmen and records to this effect shall be produced to the Engineer in charge with the bill for release of payment.
 3. The work is purely temporary and can be cancelled at any time.
 4. Contractor has to make monthly payment to the persons deployed by him by the 10th day of every month.
 5. Agency has to submit duty roster for each month well in advance to the concern Assistant Engineer/Assistant Engineer(P) under this office as per duty assigned by the Engineer In charge.
 6. Agency has to insure that the persons engaged by him is punctual to time and duty. Any unauthorized absence of duty will be penalized and recovery will be made from the bill of agency at proportionally double the rate of per day for per day default.
 7. Any damage or loss caused to the office premises (including the building) or to any office article by workers on duty would be at the risk and cost of the agency undertaking the above work. The cost of the losses or damages decided by Engineer in charge shall be recovered from the agency and the amount determined by the Engineer in charge will be final and binding to agency.
 8. All necessary medical aids etc. and other facilities that may be necessary for the workers on duty shall be arranged by the agency.
 9. Monthly payment will be made on submission of bill by the agency as per attendance sheet maintained in the office.
 10. Payment will be made on the availability of fund. Nothing extra shall be paid for due to delay of payment.
 11. Necessary recovery from the bill i.e Income Tax, Education Cess & Labour Cess etc. shall be made as per rules.
 12. Agency shall have valid ESI & EPFO license and as per O.M. No. DG/MAN/252 dated 08.11.2012. The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-Charge to the contractor on actual basis.
 13. The rate quoted by the contractor shall be inclusive of cost of providing of all the items and services mentioned in schedule of quantity and as detailed in this tender document.
 14. The Contractor shall ensure that it pays minimum wages to its workmen as also provide all statutory and social security benefits such as Provident Fund, Monthly component of Bonus and comply with provisions of other legislations such as Contract Labour Act, Payment of Insurance Act, Minimum Wages Act, Workmen Compensation Act and other labour laws. The Caterer shall obtain a license under the Contract Labour Act with regard to the workmen employed by him for providing Office assistant and Data Entry Operator services and shall furnish the department with the details of the same. The Office assistant and Data Entry Operator shall further maintain records required to be maintained under various statutory requirements and give details of the same to the department from time to time as also keep
-

the departmental representative informed about the date of disbursement of wages to enable the departmental representative to remain present at the time of disbursement of wages as provided for under the Contract Labour Act. **The bill for the successive months shall be paid to the contractor only after he produces the records before the Engineer-in-charge relating to payment of wages to the workers, remittances of provident fund contribution to the EPF authorities, ESIC contribution and payment of bonus (due in the relevant month).**

15. The contractor should hold valid provident fund registration number allotted by the employees provident fund Commissioner.
16. The Contractor shall make necessary deductions on account of Provident Fund and deposit the same with the respective authorities by 15th of every month and furnish the copies so deposited.
17. The Contractor will take insurance policies for sufficient amounts to cover him-self against third party risks, workmen's compensation, etc. and will keep the Government indemnified against all such risks.
18. As elaborated under clause 19(B), Para (iv) (b) of General Condition of Contract 2023 forming part of this tender documents & under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned. The rates of the items in the schedule of quantities of this tender document includes the "one day weekly rest" period also.
19. The Contractor at his own cost will require each of its employees to submit to a health examination by a qualified physician & submit a medical certificate indicating that the workmen is not suffering from venereal disease, tuberculosis and / or other contagious, infectious or communicable disease. The Officer-in-charge may at any time request the Contractor's employees be subjected to examination, and if said employee is found to have any of the aforementioned diseases, Contractor will immediately replace the said employee.
20. The Contractor will withdraw immediately any of his employees / agent who in the opinion of the Officer-in-charge are undesirable and the decision of the Officer-in-charge in this regard shall be final and binding on the Contractor.

ADDITIONAL CONDITIONS

1. The person on duty should be well behaved. If any person do smoking, chewing tobacco or consuming alcohol or found misbehaving with any one during duty, the personnel shall be removed from the duty immediately and additional fine of Rs. 500/- shall be recovered from the bill of agency for each such complaint.
 2. The contractor shall insure payment of minimum wages as applicable from time to time to his workmen and records to this effect shall be produced to the Engineer in charge with the bill for release of payment.
 3. Contractor has to make monthly payment to all personnel's deployed by him by the 7th of every month.
 4. The all personnel's have to be engaged by the agency as their employee and no claim for their absorption in the department will be entertained as this work is of temporary nature.
 5. Agency has to submit duty roster for each month well in advance to the concerned Assistant Engineer/Assistant Engineer (P) under this Division, as per duty desired by Engineer In charge.
 6. Agency has to insure that all personnel's provided is punctual to time and duty. Any unauthorized absence of duty will be penalized and recovery will be made from the bill of agency at proportionally double the rate of per day for per day default.
 7. Any damage or loss caused to the office premises (including the building) or to any office article by workers on duty would be at the risk and cost of the agency undertaking the above work. The cost of the losses or damages decided by Engineer in charge shall be recovered from the agency and the amount determined by the Engineer in charge will be final and binding to agency.
 8. All necessary medical aids etc. and other facilities that may be necessary for the workers on duty shall be arranged by the agency.
 9. All personnel's should be provided for round the clock duty daily as desired and directed by Engineer in Charge.
 10. Quarterly payment will be made on submission of bill by the agency as per attendance sheet maintained in the office.
 11. Payment will be made on the availability of fund. Nothing extra shall be paid for due to delay of payment.
 12. Agency shall have valid ESI & EPFO license and as per O.M. No. DG/MAN/252 dated 08.11.2012. The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-Charge to the contractor on actual basis.
 13. The agency has to make payment to the workers as per minimum wages Act.
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14. Monthly component of Bonus shall be payable to the workers as employed based on applicable orders by Government in this regard. Necessary recovery shall be made for non-payment of the same.
15. Current rates of minimum wages as per minimum wages Act for issued by Chief Labour Commissioner, are as under:-

- A) Computer Operator@ Rs. 781/- Per Day
- B) MTS/ Office Attendant @ Rs. 556/- Per Day

16. As elaborated under clause 19(B), Para (iv) (b) of General Condition of Contract 2023 forming part of this tender documents & under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

The rates of the items in the schedule of quantities of this tender document include the “one day weekly rest” period also.

GENERAL TERMS AND CONDITIONS

1. The Work shall be carried out as per direction of Engineer-in-charge.
 2. The contract can be terminated at any time without assigning any reason thereof to the contract or the decision of Engineer-in-charge shall be final & binding to the contractor.
 3. The payment shall be made quarterly.
 4. The recovery shall be made from the contractor bill all taxes such as income tax, GST & cess etc. as per Govt. rule. a. In case of any staff found absence from duty, the recovery will be made at the following rates from the contractor bill for all Personals i.e. Rs. 800/- per staff/day.
 5. The Firm /Contractor shall maintain wage record of workers and he should pay minimum wages as prescribed/amended by the Labour Department / Ministry. In case wages are revised, firm has to pay revised minimum wages.
 6. The contractor will pay the salary through cheque/RTGS/Net Banking in workers bank account and submit the receipt of same to the Engineer-in-Charge. EPF /ESI contribution paid to the contract workers, if any, shall be reimbursed on actual basis on production of proof of payment. Documentary evidence if required shall be submitted to department. Contractor has to make payment of EPF/ESI contribution into workers account by 15th of each month failing which an amount Rs. 200/-per day per person shall be recovered subject to maximum of Rs. 1500/- per month.
 7. The contractor shall bound to abide by all labour laws & shall pay minimum wages as per act under force to the deployed labour latest by 7th day of every month through bank. If payment is not made up to 7th day of every month an amount Rs.100/- per day per person shall be recovered from agencies RA bill for each default subject to maximum of Rs.10,000/- per month.
 8. GST as applicable has been considers in this NIT and if any changes are made in GST rate by Govt. the same shall be effected from date of order.
 9. The recovery such as Income Tax, Cess & GST etc. shall be made from the contractor Bill as per Govt. rules.
 10. The rates should be quoted inclusive of all taxes, GST, levies; cartage etc., nothing extra shall be paid by the department.
 11. The payment shall be made to the firm at regular interval such as quarterly. However, it may be delayed due to any reason like non-availability of funds, LOC and other unforeseen reasons; the firm shall not claim anything extra in such contingencies but shall continue the work.
 12. However, in respect of EPFO and ESIC same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-
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charge after satisfying documentary proof that it has been actually and genuinely paid by the contractor.

13. However, in respect of bonus same shall be paid by the contractor and it will be reimbursed to him by the Engineer-in-charge after satisfying documentary proof that it has been actually and genuinely paid by the contractor.
 14. If the performance of engaged personnel's is found unsatisfactory, the same be replaced by the contractor immediately or shall be removed by the department without notice.
 15. Following Documents are to be submitted by contractor before start of work :- (i) List of Personal to be deployed at site. (ii) Bank Account Number with IFSC Code of each employee. (iii) UAN No. & ESI Card No. of employee.
 16. Following documents are to be submitted along with RA bill without which bill shall not be considered for payment: - 1. Payment slip of workers deployed at site. 2. Proof of payment of EPF/ESI of previous month.
 17. Any complaint regarding Minimum wages/EPF&ESI contribution received by any personal/employee deployed by the agency to the Engineer in Charge, disciplinary action initiated against the agency as per agreement clauses.
 18. Any violation in above terms & conditions than tender are canceled without notice and action taken against agency/contractor.
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SCHEDULE OF QUANTITY

Name of Work: - Construction of Boys Hostel for HNB Garhwal University at Chauras Campus. (SH: Providing services of Computer Operator and Office attendant/MTS for AE, HNB, CPWD, Srinagar (Gwl)).

S. No.	Description	Qty	Unit	Rate	Amount
1	Providing services for computer operations in the office of AE-HNB, CPWD, Srinagar (Garhwal) as and when required. Job includes for assisting in preparation of estimates & Technical Sanction, NITs, Justifications, e-tendering, Work Order, Running Account Bills, Analysis of Rates, Supply Order. Log-in ERP, PIMS, CPWD SEWA system, PFMS, GeM, Paybills, typing work in Hindi & English, and other office related works and having detailed knowledge of working on ESTA/MS Office, MSWord/Excel/PowerPoint etc. and can handle routine problems of computer hardware & peripherals, administrative data with LAN sharing as required, on all working days as per terms & Condition of this tender documents and as per direction of Engineer-in-charge. (The computer with all accessories office furniture and space shall be provided by the Department free of cost). (Minimum Salary of Rs. 20,306/- is to be paid including EPF and ESIC employees part only).	06	per month	26016.00	156096.00
1.1	Extra for additional hour's of services provided beyond normal working hours i.e. before 9:00 am and after 6:00 pm on all working days on item No. 1	180	Hour	250.00	45000.00

S. No.	Description	Qty	Unit	Rate	Amount
2	Providing the services of office attendant/MTS in AE, HNB, CPWD, office at Srinagar (Gwl) during office hours & as and when required by the Engineer-in-charge. (Service mean 01 nos. office attendant/MTS) for 08 hrs duty per day except public holiday complete as per direction of Engineer-in-charge. (Minimum Salary of Rs.14456/- is to be paid including EPF and ESIC employees part only).	06	per month	18521.00	111126.00
2.1	Extra for additional hour's of services provided beyond normal working hour i.e. before 9:30 am and after 6.00 pm on all working days on item No. 2.	180	Hour	178.00	32040.00
				Total	3,44,262.00