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NAME OF WORK: For various work under EE(E) Haldwani, CPWD (SH-Providing Data Entry Operator and Messenger under AE(E)-4, CPWD Office, Almora (UK).

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Certified that this NIT contains 34 Pages marked as 1 to 34 excluding index sheet and file covers

***Assistant Engineer (E)-IV
CPWD, Almora***

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CPWD-6 FOR E-TENDERING

- 1.0 **The Assistant Engineer (E)-IV, CPWD, Almora (Ph. No. : 05962-236718)** on behalf of President of India invites online percentage rate bids, from **enlisted and eligible contractors of CPWD in composite category in appropriate class** for the work: **For various work under EE(E) Haldwani, CPWD (SH-Providing Data Entry Operator and Messenger under AE(E)-4, CPWD Office, Almora (UK).**

In case the last date of submission of bids 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. 5,37,660/-** This estimate, however, is given merely as a rough guide.
- 1.2 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

Criteria of eligibility for submission of bid documents:

- 1.2.1 Three similar works each of value not less than **Rs./-** Or two similar works each of value not less than **Rs./-** or one similar work of value not less than **Rs./-** (all figures rounded to nearest convenient figure) in last **7 years** ending previous day of last date of submission of bids. The value of the executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of submission of Bid,----- **NOT APPLICABLE**

- 1.2.2 **Condition for Non-CPWD contractors only, if bids are also open to non-CPWD contractors. For works estimated to cost upto Rs. 20 Crore** _____ **NOT APPLICABLE**_____

Three similar works each of value not less than Rs. Or two similar works each of value not less than Rs. or one similar work of value not less than Rs. (all figures rounded to nearest Rs. 10 Lakh) in last **7 years** ending previous day of last date of submission of bids. The value of the executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of submission of Bid. **This is applicable for 1.2.1 as well 1.2.2.**

- 1.2.3 **Criteria of eligibility for CPWD as well as non-CPWD contractors.: For works estimated to cost above Rs. 20 Crore** _____ **NOT APPLICABLE**_____

Three similar works each of value not less than Rs. Or two similar works each of value not less than Rs. or one similar work of value not less than Rs. (All figures rounded to nearest Rs. 10 Lakh) in last **7 years** ending previous day of last date of submission of bids. The value of the executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of submission of Bid. **This is applicable for 1.2.1 as well 1.2.2.**

- 1.2.2(a) **To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under: -**

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

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

But for such bids, Class-I contractors of CPWD are eligible to submit the bids without submission of work experience certificate and affidavit. Therefore, CPWD class-I contractor's shall upload two separate letters for experience certificate and affidavit that these documents are not required to be submitted by them. Uploading of these two letters is mandatory otherwise system will no clear mandatory fields.

1. Agreement shall be drawn with the successful bidders on prescribed Form No. **CPWD 7/8** (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
2. The time allowed for carrying out the work will be **10 Month** 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.
3. The site for the work is available.
4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents, except Standard General Conditions Of Contract Form, can be seen from website www.etender.cpwd.gov.in free of cost.
5. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
6. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
7. The bid submitted shall become invalid if;
 - i) The bidder is found ineligible.
 - ii) **The bidder does not upload all the documents as stipulated in the bid documents**
 - 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.
8. The Contractor, whose bid is accepted, will be required to furnish **performance guarantee of 5%** of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited alongwith bid shall be returned after receiving the aforesaid performance guarantee.

9. The description of the work is as follows:

For various work under EE(E) Haldwani, CPWD (SH-Providing Data Entry Operator and Messenger under AE(E)-4, CPWD Office, Almora (UK).

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 bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

10. 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.
11. 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 be rejected.
12. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
13. The contractor shall not be permitted to bid for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
14. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
15. The bid for the works shall remain open for acceptance for a period of ~~ten/fifteen/thirty/ forty five/sixty/ (10/15/30/45/60/90)~~ days from the date of opening of bids **in case of single stage bid system/ Sixty (60) days from the date of opening of PQ/Technical bid** in case bids are invited on ~~2 bid/envelope system~~ / one hundred twenty (120) Days from the date of opening of technical bid in case of bids are invited on ~~three bid/envelope system~~ (strike out as the case may be). 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 rebidding process of the work.

16. This notice inviting bid shall form a part of the contract document. The successful bidder/contractors, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
- a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the Bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.

Assistant Engineer (E)-IV
CPWD, Almora, Uttarakhand-263601

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART
OF BID DOCUMENT AND TO BE POSTED ON WEBSITE**

(Applicable for inviting bids)

The Assistant Engineer (E)-IV, CPWD, Almora (Ph. No. : 05962-236718) on behalf of President of India invites online percentage rate bids, from **enlisted and eligible contractors of CPWD in composite category in appropriate class** for the following work:

Sl. No.	NIT No.	Name of work & location	Estimated cost put to tender	Earnest Money	Period of Completion	Last date & time of submission of bid,	Time and date of opening of Bid
1	2	3	4	5	6	7	8
1	17/AE(E)-IV/Almora/2026-27	For various work under EE(E) Haldwani, CPWD (SH-Providing Data Entry Operator and Messenger under AE(E)-4, CPWD Office, Almora (UK).)	Rs. 5,37,660/-	10,753/-	10 Month	<u>18-08-2026</u> Upto 03:00 hrs	<u>18-08-2026</u> at 03:30 hrs

- The Intending bidder must read the terms and conditions of CPWD-7/8 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- Information and instructions for bidder posted on website shall form of bid document.
- The bid document consisting of plans, specifications, the schedule of quantities of various types of item to be executed and the set of terms conditions of the contract to be complied with the other necessary documents can be seen and downloaded from website www.etender.cpwd.gov.in free of cost.
- Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Bankers Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of **Executive Engineer, Haldwani Central Division, CPWD, Haldwani**) 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 shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting AE(E)/EE(E) in the NIT***

This 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 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 receipt of bids which is to be scanned and uploaded by the intending bidders.

- (i) 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.
 - (ii) Online bid documents submitted by intending bidders shall be opened only of those bidders, whose EMD deposited with any division office of CPWD and other documents scanned and uploaded are found in order.
- 5. The bid submitted shall become invalid if;
 - i) The bidder is found ineligible.
 - ii) The bidder does not upload all the required documents
 - 6. 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.
 - 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. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

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

- 1. Copy of Receipt of deposition of original Earnest Money Deposit
- 2. Copy of Earnest Money Deposit
- 3. Copy of valid enlistment in CPWD in composite work category in appropriate class for enlisted contractor
- 4. Registration of ESIC
- 5. Registration of EPFO
- 6. Certificate of Registration for GST
- 7. ERP Training certificate

***Assistant Engineer (E)-IV
CPWD, Almora***

भारत सरकार GOVERNMENT OF INDIA
केन्द्रीय लोक निर्माण विभाग CENTRAL PUBLIC WORKS DEPARTMENT

राज्य STATE : **Uttarakhand**

शाखा BRANCH : **E & M**

मंडल DIVISION : **EE (E)-HALDWANI**

उपमंडल SUB-DIVISION : **AE (E)-I, ALMORA**

कार्यो के लिए मद दर निविदा एवं संविदा
Percentage Rate Bid & Contract for Works

- (A) कार्य के लिए निविदा : [For various work under EE\(E\) Haldwani, CPWD \(SH-Providing Data Entry Operator and Messenger under AE\(E\)-4, CPWD Office, Almora \(UK\).](#)
- Bid for the work of
- (i) Bids to be submitted online by **3.00 PM on 18-08-2026**
- (ii) To be opened on line in presence of bidders who may be present at **03.30 PM on 18-08-2026 in the office of the Assistant Engineer(E)-IV, CPWD, Almora, Uttarakhand**

निविदा (TENDER)

मैंने/हमने कार्य के लिए निविदा आमंत्रण सूचना, अनुसूची क,ख,ग,घ, ङ, और च, लागू विनिर्देश, नक्शे एवं डिजाइन, सामान्य नियम एवं निर्देश, ठेके के उपबंध, विशिष्ट शर्तें, दर अनुसूची एवं अन्य कागजात तथा ठेके की शर्तों में दिए गए नियम तथा निविदा कागजात में उल्लिखित अन्य बातों को पढ़ व जांच लिया है।

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

मैं/हम, एतद्वारा भारत के राष्ट्रपति के लिए अनुसूची 'च' में विनिर्दिष्ट समय के भीतर विनिर्दिष्ट कार्य, यथा-मात्राओं की अनुसूची तथा सभी संबंधित विनिर्देशों, डिजाइनों, नक्शों के अनुरूप तथा सामान्य नियमावली के नियम-1 और ठेके की शर्तों के खंड-11 में उल्लिखित लिखित अनुदेशों एवं ऐसी सामग्रियों, जो प्रदान की जाती है और उसके संबंध में, ऐसी शर्तें जो लागू हों, के अनुरूप निष्पादन हेतु निविदा देता हूँ/देते हैं।

I/We hereby bid for the execution of the work specified 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 30 days from the due date of its opening and not to make any modification in its terms and conditions.](#)

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.

इसके अतिरिक्त मैं/हम सहमत हैं कि उपयुक्त निष्पादन गारंटी जब्त हो जाने के मामले में मुझे /हमें कार्य की पुनः निविदा प्रक्रिया में भाग लेने से रोक दिया जायेगा।

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 bidding in CPWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

मैं/हम एतद्वारा घोषणा करते हैं कि मैं/हम निविदा कागजातों, नक्शों और कार्य से संबंधित अन्य अभिलेखा को गुप्त/गोपनीय कागजात के रूप में रखेंगे और उनसे प्राप्त/ली गई जानकारी किसी अन्य को, जिन्हें मैं/हम सूचित करने के लिए प्राधिकृत हों, से भिन्न किसी को, नहीं बताएंगे या जानकारी को किसी ऐसे रूप में प्रयोग नहीं करेंगे जो राज्य की सुरक्षा के लिए प्रतिकूल हो।

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

तारीख **Dated:**

ठेकेदार के हस्ताक्षर **Signature of Contractor**

डाक पता **Postal Address**

साक्षी **Witness : #**

पता **Address: #**

उपजीविका **Occupation : #**

स्वीकृति /ACCEPTANCE

मैं भारत के राष्ट्रपति की ओर से तथा उनके लिए रु0 (रुपये
.....) की राशि के लिए उपर्युक्त निविदा
(अधोलिखित पत्रों के अनुसार परिवर्तित) स्वीकार करता हूँ।

The above bid (as modified by you as provided in the letters mentioned here under) is accepted by me for
and on behalf of the President of India for a sum of Rs. *
(Rupees*).

नीचे दिए गए पत्र इस ठेका करार का हिस्सा होंगे।

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

i) *

ii) *

iii) *

लिए

तारीख Dated *

भारत के राष्ट्रपति की ओर से तथा उनके
For & on behalf of the President of India
हस्ताक्षर Signature
पदनाम Designation

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कार्यों की अनुसूचियां SCHEDULES FOR WORK

अनुसूची 'क' SCHEDULE 'A'

मात्राओं की अनुसूची (संलग्न) : **Page 33**
Schedule of quantities (Enclosed)

अनुसूची 'घ' SCHEDULE 'D'

कार्य के लिए विशेष अपेक्षाएं/दस्तावेज, यदि : **As per Terms & Conditions Attached**
कोई हों/ की अतिरिक्त अनुसूची
Extra schedule for specific
requirements/document for the work, if any

अनुसूची 'ड' SCHEDULE 'E'

- 1 ठेके की सामान्य शर्तों का संदर्भ : **General Conditions of Contract Maintenance– 2023, with upto date correction**
Reference to General Conditions of contract.
- (i) कार्य का नाम: : **For various work under EE(E) Haldwani, CPWD (SH-Providing Data Entry Operator and Messenger under AE(E)-4, CPWD Office, Almora (UK).**
Name of Work:-
- (ii) कार्य की अनुमानित लागत : **Rs : 5,37,660/-**
Estimated cost of work:
- (iii) धरोहर राशि : **As per PWD-6**
Earnest money:
- (iv) निष्पादन गारंटी : **5% of Tendered Value**
Performance Guarantee :
- (v) प्रतिभूति निक्षेप: : **2.5% of Tendered Value**
Security Deposit:

अनुसूची 'च' SCHEDULE 'F'

सामान्य नियम एवं दिशानिर्देश:
General Rules & Directions.

- निविदा आमंत्रण करने वाला प्राधिकारी : **Assistant Engineer (E)-IV, CPWD, Almora, Uttarakhand**
Officer inviting bids
- कार्य की मर्दों की मात्रा के लिए अधिकतम :
प्रतिष्ठत जिससे अधिक निष्पादित मर्दों के लिए
दरों का निर्धारण खण्ड 12.2 और 12.3 के
अनुसार होगा. निम्नानुसार
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 Clause 12 below**
- परिभाषाये:— **Definitions:**
- 2(v) भारसाधक इंजीनियर : **Assistant Engineer (E)-IV, CPWD, Almora, Uttarakhand**
Engineer-in-Charge
- 2(viii) स्वीकार कर्ता प्राधिकारी : **Assistant Engineer (E)-IV, CPWD, Almora, Uttarakhand**
Accepting Authority

- 2(x) अतिरिक्त और लाभों को पूरा करने के लिए : **15%**
सामग्रियों की लागत पर प्रतिशतता
Percentage on cost of materials and labour to cover all overheads and profits.
- 2(xi) दरों की मानक अनुसूची : **DSR-2025 & Market Rate (based on minimum wages of Central Government) /Market rate.**
Standard Schedule of Rates
- 2(xii) विभाग : **Central Public Works Department**
Department
- 9(ii) मानक कै.लो.नि.वि. ठेका फार्म, संशोधित और : **CPWD GCC for Maintenance Works-2023 & CPWD form 7/8 as modified and corrected upto last date of receipt of bid**
शोधित कै.लो.नि.वि. फार्म
Standard CPWD contract form

खण्ड—1

Clause 1

- (iv) स्वीकृति पत्र जारी होने की तारीख से : **07 Days**
निष्पादन गारंटी के प्रस्तुतीकरण के लिए अनुमत समय, दिनों में।
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
- (v) एक्सटेंशन, दिनों में : **07 Days**
Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above

खण्ड—2

Clause 2

- खण्ड 2 एवं 2 ए के तहत प्रतिकर निश्चित करने वाला प्राधिकारी : **Executive Engineer (E)**
Authority for fixing compensation under Clause 2

खण्ड—2ए

Clause 2A

- क्या खण्ड 2/2। क लागू होगा। : **No.**
Whether Clause 2/2A shall be applicable

खण्ड—5

Clause 5

- कार्य आरम्भ करने की तारीख की गणना के लिए स्वीकृति पत्र जारी होने की तारीख से दिनों की संख्या : **07 Days**
Number of days from the date of issue of letter of acceptance for reckoning date of start

लक्ष्य मील-पत्थर। सारणी: लक्ष्य नीचे दी गई सारणी अनुसार

Table of Milestones: --As per Table given below

Sl. No.	Description of Milestone (Physical)	Time Allowed in Days (from date of start)	Amount to be withheld in case of non-achievement of milestone (Percentage of bid amount)
	----- NIL -----		

कार्य निष्पादित करने के लिए अनुमत्य समय : **10 Month**

Time allowed for execution of work

निर्णायक प्राधिकारी

Authority to Decide :

1 समय विस्तार : **Assistant Engineer (E)-IV**
Extension of time **CPWD, Almora**

2 उपलब्धियों का पुनः अनुसूचिकरण : **N.A.**
Rescheduling of milestones

कार्य पूरा करने के लिए उचित और तार्किक : **Assistant Engineer (E)-IV**
समय वृद्धि देने वाला प्राधिकारी **CPWD, Almora**

Authority to give fair and reasonable extension of time for completion of work

खण्ड-6

Clause 6

खंड लागू-(6) / Clause applicable-(6) : **Applicable**

खण्ड-7

Clause 7

अंतरिम भुगतान के लिए पात्र होने के लिए : **Rs. 2,00,000/-**

अंतिम ऐसे भुगतान के बाद कुल भुगतान
एकत्रित सामग्रियों के अग्रिमों के समायोजन
सहित किया जाने वाला कुल कार्य

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

खण्ड-7ए

Clause 7A (Modified)

Whether Clause 7A shall be applicable. : **Applicable**

खण्ड-10(क)

Clause 10A

कार्यस्थल प्रयोगशाला में ठेकेदार द्वारा उलब्ध : **NA**

कराये जाने परीक्षण उपकरण की सूची

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

खण्ड-10(ख)(ii)

Clause 10B(ii)

क्या खण्ड 10(ख)(ii) लागू होगा। : **NA**

Whether Clause 10 B(ii) shall be applicable:

खण्ड-10(ग)**Clause 10C****Not Applicable**

श्रम घटक को कार्य के मूल्य के प्रतिशत के रूप में अभिव्यक्त किया गया है।

Component of labour expressed as percent of value of work

Not Applicable**खण्ड-10(गक)****Clause 10CA**

Whether clause 10CA shall be applicable : ----

इस खण्ड में प्रावधित सामग्री	सामग्री (सीमेन्ट, प्रबलन छड़ें तथा ढांचागत स्टील के सिवाय) जो अखिल भारतीय थोक मूल्य सूचकांक के सर्वाधिक अनुरूप है।	खण्ड 10 ग क के अन्तर्गत समाविष्ट सभी सामग्रियों की मूल कीमतें'
Materials covered under this clause	Nearest Materials (other than cement, reinforcement bars and structural steel) for which All India Wholesale Price Index to be followed	Base Price of all the materials covered under clause 10CA*

- 1.
- 2.
- 3.

-----N/A-----

* खण्ड 10 ग क के अन्तर्गत समाविष्ट सभी सामग्रियों की मूल्य कीमतों का वर्णन एन0आई0टी0 के अनुमोदन के समय किया जाना है।

* Base price of all the materials covered under clause 10CA is to be mentioned at the time of approval of NIT.

खण्ड.10 गग**Clause 10CC**

खण्ड 10गग उन संविदाओं पर लागू होगा : **Not Applicable**

जिसमें कार्य समापन की अवधि, अगले कालम में दर्शायी गई अवधि से अधिक अनुबंधित है।

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

मूल्य वृद्धि के लिए अन्य सामग्री, श्रम, पी.ओ.एल आदि के घटकों की अनुसूची।

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

निर्माण कार्य सामग्री के लिए सिविल घटक (खंड 10 ग के अन्तर्गत शामिल सामग्रियों को छोड़कर)/वैद्युत कार्य में कुल मूल्य के प्रतिशत के रूप में प्रदर्शित

- (i) Component of Civil - : **Not Applicable**
- (ii) **(Except material covered under clause 10CA)** : **Not Applicable**
- Electrical construction materials expressed as percent of total value of work

- (iii) श्रम के घटक के कुल मूल्य की प्रतिशत के रूप में प्रदर्शित : **N.A.**
- Component of Labour expressed as percent of total value of work
- पी.ओ.एल के घटक-कार्य के कुल मूल्य के प्रतिशत के रूप में प्रदर्शित : **Nil**
- Component of POL expressed as percent of total value of work

खण्ड— 11**Clause 11**

कार्य निष्पादन के लिए अनुपालन किए जाने वाले विनिर्देश

Specifications to be followed:

~~C.P.W.D. General Specification for Electrical Works, Part-I (Internal)-2013; C.P.W.D. General Specification for Electrical Works, Part-II (External); C.P.W.D. General Specification for Electrical Works, Part-IV (Sub-Station)-2013; C.P.W.D. General Specification for Electrical Works, Part-VII (IDG Set)-2013; all with upto date corrections, Additional Conditions, Maintenance Manual-3019 and Technical Specification for maintenance works~~

Type of work

कार्य का प्रकार

: **Maintenance Work**

1.2.2 & 12.3 विचलन सीमा, जिसके परे खण्ड 12.2 तथा 12.3 भवन निर्माण कार्य के लिए लागू होंगे

: **100%**

Deviation limit beyond which clause 12.2

& 12.3 shall apply for building work

1.2.5 विचलन सीमा, जिसके परे खंड 12.2 तथा 12.3 नींव कार्य के लिए लागू होंगे

: **100%**

Deviation limit beyond which clause 12.2

& 12.3 shall apply for foundation work.

खण्ड—16**Clause 16**

घटी हुई दरे निर्धारित करने की लिए सक्षम प्राधिकारी

: **EE (E), HCED**

Competent Authority for Deciding Reduced Rates

खण्ड—18**Clause 18**

कार्यस्थल पर ठेकेदार द्वारा लगाये जाने वाली अनिवार्य मशीनरी, औजार एवं सयंत्रों की सूची: List of mandatory machinery, tools & plants to be deployed by the contractor at site:

: **As per Direction of Engineer-In-charge/As per Site Requirement**

खण्ड—25**Clause 25**

Constitution of Dispute Redressal Committee

Chairman

: **CE & ED, IIT Ropar**

Secretary

: **SE (W Cum TLQA) (E) O/o ADG (Region Chandigarh), Chandigarh**

Name of Member 1 DRC

: **SE (P)C ADG (Region-Chandigarh), Chandigarh**

Case Presenter to DRC

: **EE-in-Charge of the work**

खण्ड—32**Clause 32**

Requirement of Technical Representative(s) and Recovery Rate

Cost of work (Rs. in (lakh)	Minimum Qualification of Technical representative	Discipline	Designation (Principal Technical/ Technical Representative)	Minimum Experience (Years)	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)	
						Figures	Words
..... Not Applicable							

NOTE:

1. Assistant Engineer retired from Govt. services that are holding Diploma will be treated at par with Graduate Engineer.
2. Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree

खण्ड-38

Clause 38

- (i) Schedule/Statement for determining theoretical quantity of cement and bitumen on the basis of Delhi schedule of Rate 2018 printed by C.P.W.D. : **Not Applicable**
- (ii) Variations permissible on theoretical quantities
- a) Cement for works with estimated cost put to tender more than Rs.5 Lakh. : **Not Applicable**
 - b) Bitumen for all works : **Not Applicable**
 - c) Steel Reinforcement and structural steel sections for each diameter, section and Category : **Not Applicable**
 - d) All other material : **Not Applicable**

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No.	Description of item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond Permissible Variation	Less use beyond the Permissible Variation
..... <i>Not Applicable</i>			

FORM OF EARNEST MONEY (BANK GUARANTEE)

WHEREAS, contractor (Name of contractor) (Herein after called "the Contractor") has submitted his tender dated (Date) for the work "..... (Name of Work) (Hereinafter 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 to (Name and division of Executive Engineer) (Hereinafter called "the Engineer-in-charge") for the sum of Rs. (Rs. in words) only 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 the Bank Guarantee, against Security Deposit after award of contract.

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

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

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 7 months from last date or receipt of tender.

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

1. In consideration of the President of India (hereinafter called "the Government") having offered to accept the terms and conditions of the proposed agreement between and (Herein after called "the said contractor(s)" for the work (Herein after 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 Bank) (Hereinafter referred to as "Bank") hereby undertake to pay to the Government an amount not exceeding Rs..... (Rupees.....) only, on demand by the Government.

2. We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed 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..... (Rs.) only.
3. We, the said bank, further undertake to pay the Government any money so demand 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(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claim 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.....(indicate the name of Bank) further agree with the Government that 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 forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (Indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid uptounless 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 six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.

Dated, theDay of.....For..... (Indicate the name of the Bank)

Note: - Performance guarantee shall be valid upto three months after the time period allowed for the work.

FORMAT OF RECEIPT OF DEPOSITION OF ORIGINAL EMD

<u>RECEIPT OF DEPOSITION OF ORIGINAL EMD</u> (RECEIPT NO. / DATE)	
NAME OF WORK :-	For various work under EE(E) Haldwani, CPWD (SH- Providing Data Entry Operator and Messenger under AE(E)-4, CPWD Office, Almora (UK).
NIT NO. :-	17/AE(E)-IV/Almora/2026-27
ESTIMATED COST :-	5,37,660/-
AMOUNT OF EARNEST MONEY DEPOSIT :-	10,753/-
LAST DATE OF SUBMISSION OF BID:-	18-08-2026 upto 03.00 PM
(*To be filled by NIT approving authority / EE at the time of issue of NIT and uploaded along with NIT)	
1. NAME OF CONTRACTOR# 2. FORM OF EMD# 3. AMOUNT OF EARNEST MONEY DEPOSIT# 4. DATE OF SUBMISSION OF EMD# Signature, Name and Designation of EMD Receiving officer (EE/AE(P)/AE/AAO) Alongwith Office Stamp	
(# To be filled by EMD receiving EE)	

Blank

To,

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

Sub: NIT No. 17/AE(E)-IV/Almora/2026-27

Name of Work: For various work under EE(E) Haldwani, CPWD (SH-Providing Data Entry Operator and Messenger under AE(E)-4, CPWD Office, Almora (UK).)

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 (E)-IV
CPWD, Almora**

To,

Assistant Engineer (E)-IV,
CPWD, Almora

Sub:Submission of Tender for the Work: For various work under EE(E) Haldwani, CPWD (SH-Providing Data Entry Operator and Messenger under AE(E)-4, CPWD Office, Almora (UK).

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY AGREEMENT

(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of CPWD)

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

BETWEEN

President of India represented through **Assistant Engineer-(E)-IV, CPWD, Almora** (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.....) (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 witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavor 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) commit 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 tenders or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/ Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or

credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

- 2) **Forfeiture of Performance Guarantee/Security Deposit:** If the Principal/ Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, 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 8 months** after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.

- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Dated:

General Conditions of Contract - 2023 (Maintenance work)

Corrected up-to date, CPWD “General Conditions of Contract, 2023”- Maintenance, is available on CPWD website i.e. cpwd.gov.in (URL- https://cpwd.gov.in/Documents/cpwd_publication.aspx) and also in the office of Assistant Engineer (E)-IV, Almora, Uttarakhand - 263601, Phone No. 05962-236718, which will be part of the Agreement.

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GENERAL TERMS & CONDITIONS OF CONTRACT

1.0 PERFORMANCE GUARANTEE

The successful bidder shall submit an irrevocable performance guarantee of 5% of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his performance of the contract agreement as per time specified in schedule A to F. This guarantee shall be in the form of Demand draft/Pay order or irrevocable bank guarantee bond of any scheduled bank or the State Bank of India in the specified format or in the form of Government security, fixed deposit receipt pledged in favour of **Executive Engineer, Haldwani Central Division, CPWD, Haldwani** or as specified in the letter of acceptance of tender. The performance guarantee shall be initially valid up to the stipulated date of completion plus 90 days beyond. This bank guarantee shall be kept valid till the recording of completion certificate for the work by the competent authority.

2.0 SECURITY DEPOSIT

- (a) The security deposit shall be collected by deductions from the running bills of the contractor at the rate mentioned below. The security deposit can also be accepted in cash or in the form of Government Securities, Fixed Deposit Receipts etc.
- (b) A sum @ 2.5% of the gross amount of the bill shall be deducted from each running as well as final bill of the contractor. Such deductions shall be made unless the contractor has deposited the amount of security at the rate mentioned in cash or Government securities or Fixed Deposit Receipts. This is in addition to the performance guarantee that the contractor is required to deposit as per Clause no. 3.2.
- (c) Security deposit can be released against Bank Guarantee issued by a scheduled bank in the specified format for the full value of the security deposit. The Bank Guarantee shall be kept valid till the expiry of the above guarantee/ maintenance period. The security deposit shall be released after successful completion of the one year from the date of completion/commissioning or handing over whichever is later.

- 3.0** Income tax, GST, Labour Cess & other statutory deductions etc. shall be made at source as per the prevalent laws of the Govt. Of India and the Govt. of Delhi. The deductions of Security Deposit, Income-Tax, and GST etc. shall be done after calculation of the above due payments as per clauses 3.1 to 3.3 and net payment shall be reduced accordingly. GST, as applicable, shall be deducted at source from the bills of the contractor.

4.0 SAFETY CODE & LABOUR REGULATIONS

In respect of all labour employed directly or indirectly on the work for the performance of contractor's part of the work, the contractor at his own cost will arrange for the safety provisions as per the statutory provision, BIS recommendations, CPWD code, general conditions of contract and instructions issued from time to time. In case of default the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost from the contractor.

5.0 COMPLETION PERIOD

The completion period indicated in the tender documents is for the entire work of planning, designing, approval of drawings etc., arrangement of materials & equipments, delivery at site including transportation, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Engineer-in-charge.

6.0 VALIDITY

The bid shall remain valid for **30 days** from the date of opening of Price Bid.

7.0 COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS

- 16.1 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular, the equipment and installation will comply with the following:
- (i) Factories Act.
 - (ii) Indian Electricity Rules.
 - (iii) B.I.S. & other standards as applicable.
 - (iv) Workmen's compensation Act.
 - (v) Statutory norms prescribed by local bodies like CEA, Power Supply Co., etc.
- 16.2 Nothing in this specification shall be construed to relieve the successful bidder of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

8.0 INDEMNITY

The successful bidder shall at all times indemnify the department, consequent on this works contract. The successful bidder shall be liable, in accordance with the Indian law and regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful bidder in so far as the latter is responsible. Though not mandatory under the terms of these documents, the successful bidder is advised to take insurance including third party insurance for the men and material, as he may be necessary, to cover the risk in his own interest. No extra payment would be made to the successful bidder on account of the above.

9.0 COOPERATION WITH OTHER AGENCIES

The successful contractor shall coordinate the work with other contractor(s)/ agencies engaged in the other construction/maintenance of building and it's installations, if any, and exchange freely all technical information so as to make the execution of this work/contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the bidder during the course of work, such expenditure incurred will be recovered from the successful bidder if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the bidder himself.

The work shall be carried out with least disturbance during shifting & shut down taken in consultation with the client department.

10.0 MOBILIZATION ADVANCE

Mobilization advance is not admissible as per the "General Conditions of Contract".

11.0 INSURANCE AND STORAGE

The contractor may get all consignments duly insured upto the destination from warehouse in its own interest and at his cost. The insurance covers may be valid till the equipment is handed over duly installed, tested and commissioned. All defective and deformed material shall be rejected outright.

12.0 VERIFICATION OF CORRECTNESS OF EQUIPMENT AT DESTINATION

The contractor shall have to produce all the relevant records to certify that the genuine equipments from the manufacturers has been supplied from origin of manufacturer.

13.0 EXTENT OF WORK

- a) The staff deployed shall be qualified as per CPWD Establishment Manual and adequately experienced AS per BOQ.
- b) The Firm shall depute 01 No Data Entry Operator and 01 No of Messenger Cum Office Attendant for AE(E)-4, CPWD, Almora.
- c) The rates tendered shall be inclusive of the taxes & GST.
- d) If the services of Data Entry Operator/ Messenger Cum Office Attendant are not found satisfactory they have to be replaced by suitable person within 7 days after receiving the notice from Engineer-in-Charge
- e) The firm shall have to make payment by cheque /ECS to the staff employed on the above work on monthly basis up to 7th of every month as per minimum wages act applicable on the date and the same should be ensured by JE every month the proof of payment have to be supplied by contractor during billing.
- f) The prescribed log books/complaint register/attendance register shall have to be supplied by the contractor and shall have to be maintained by the contractor as per the instructions of Engineer-in-charge or his authorized representative and the same will have to be submitted to JE(E) concerned after completion of work.
- g) The contractor is fully responsible for persons employed by him in all respect.
- h) The contractor is being fully responsible for persons employed by him and will have to get antecedents of persons employed, verified from the local police authorities within a month time of employment. "Bio-data" of the staff engaged shall be submitted by the contractor to the Assistant Engineer (E) within one week before actual engagement on the work. Only persons found fit will be allowed to be engaged on work. If contractor fails to get antecedents verified, the contractor shall be fully responsible for this act.
- i) The staff engaged has to be courteous and maintain good behaviour at site. Any person find Discourteous or misbehave, shall to be replaced within 48 hours. Decision of the Engineer-in-charge shall be final and binding on the contractor.
- j) The department shall be at liberty to discontinue/ cancel the contract/ agreement by giving one week notice in accordance with the above terms and conditions or otherwise without assigning any reason thereof. Decision of Engineer-in-charge shall be final binding on the contractor for which no claim one any account shall be entertained by the department.
- k) Penalty recovery at the following rates shall be made from absence of staff from duty.
 - a) Data operator @ 800/- per day
 - b) Office Attendant cum Messenger @ 700/- per day
 - c) To and fro Services for delivery of office letters/daks/agreements etc. from Almora Electrical Sub Division to Haldwani Electrical Division @ 900/per dak
- l) Payment to the contractor shall be made on quarterly basis after production of evidence i.e. Record of paid ESIC, EPF (if applicable) & Salary payment for making payment to the staff. However, the employer contribution of ESI and EPF shall be reimbursed to the contractor upon submission of proof of actual deposition of the same with the concerned authorities.

- m) The contractor have to pay the Salary of work done to the deployed staffs upto 7th day on the month, ESI & EPF upto 15th of every month (if applicable). If contractor fail to pay and deposit ESI & EPF of Employee/employer part on time then penalty of Rs 50 Per staff per day shall be charged in coming bill. The penalty for delayed salary paid shall be 100 Rs per staff per day.
- n) ***The Contractor have to pay minimum wages to staff i.e. Revised Wages declared by Labour Commissioner + amount of cumulative experience amount*** with effective from date of enforcement of order shall to paid by contractor time to time.
- o) The labour who discharges duty beyond normal office hours shall have to be paid by the contractor on hourly basis.

Assistant Engineer (E)-IV

SCHEDULE OF WORK

Name of Work :- For various work under EE(E) Haldwani, CPWD (SH-Providing Data Entry Operator and Messenger under AE(E)-4, CPWD Office, Almora (UK).

S.No.	DESCRIPTION	QTY	Unit	Rate	Amount
1	Providing services of Data Entry Operator (having minimum 5 year experienced computer operator in CPWD office) having proficiency in MS office (MS Word, MS Excel) and internet access for operating computer & relevant accessories daily during office hours except holiday and Sundays for assisting day to day official work of typing of correspondence letters/Note sheet, framing of preliminary estimate, detailed estimate, NIT, NIQ, extra items, deviation items statements, justification statement, e-tendering portal & ERP portal, typing knowledge both in Hindi & English, as per direction of engineer in charge.	10.00	Months	29,918.00	2,99,180.00
2	Providing Services of office attendant cum messenger having knowledge of reading & writing Hindi & English language; basic office related works like handling dispatch register & diary, Peon book etc. on all working days excluding Sundays and office holidays in AE(E)-4, CPWD, Almora as per directions of Engineer-in-Charge and terms & conditions as required.	10.00	Months	23,163.00	2,31,630.00
3	Providing to and fro Services for delivery of office letters/daks/agreements etc. from Almora Electrical Sub Division to Haldwani Electrical Division on all working days excluding Sundays and office holidays in AE(E)-4, CPWD, Almora as per directions of Engineer-in-Charge and terms & conditions as required.	10.00	Each	685.00	6,850.00
				Total	5,37,660.00

Assistant Engineer (E)-IV

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