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Name of Work: MOEI and Fans i/c RMO water pump set etc. at Residential and Non-Residential Building of Marine Aquarium Research Centre, Digha, During 2026-27. (SH:- Day to day operation & maintenance of existing E&M installation).

NIT No: 28/EE-E/BCED/ CPWD/2026-27-1st Recall

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Certified that NIT documents consist of Page No.1 to 32 including this Index page and excluding Schedule of Quantities.

Executive Engineer (El)
BCED, CPWD
Salt Lake, Kolkata-64

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

The Executive Engineer (E), Barasat Central Electrical Division, CPWD, Salt Lake, Kolkata-64 (Tel: 033-23347347), on behalf of President of India invites online **percentage rate bids in Single Bid System** from **approved and eligible CPWD Composite / Buildings & Roads Category Contractors** for the following work:

S. No.	N.I.T. No.	Name of work & Location	Estimated Cost put to tender	Earnest Money	Period of Completion	Last Date & Time of submission of bid, copy of EMD declaration form and other document as specified in NIT	Date & time of Opening of Price Bid
1	2	3	4	5	6	7	8
1	28/EE-E/BCED/ CPWD/2026-27-1st Recall	Name of Work: MOEI and Fans i/c RMO water pump set etc. at Residential and Non-Residential Building of Marine Aquarium Research Centre, Digha, During 2026-27. (SH:- Day to day operation & maintenance of existing E&M installation).	Rs. 9,91,592.00	Rs. 19,832.00	08 Months	Up to 15:00 Hrs On 20/08/2026	At 15:30 Hrs On 20/08/2026

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 document.
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 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 with in the period of Bid submission and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards cost of EMD in favour of **Executive Engineer, Barasat Central Division-I, CPWD** 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 who are not registered or have not updated their profile on the website mentioned above, are required to get registered/update their profile beforehand. The necessary training materials including the videos with step-to-step process are available on download section of <https://etender.cpwd.gov.in>.
6. The intending bidder must have valid class-III digital signature certificate with encryption key (Combo type) to perform any operations/transactions on the e-tendering portal/website and the bidders should download and install the eMSigner on their system as per instruction available on download section of <https://etender.cpwd.gov.in>
7. On opening date, the contractor can login and see the bid opening process. After opening of bid 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. SC/ST contractor enlisted under Class V category are exempted for processing fee payable to IIT.~~
11. Copy of enlistment order and other documents as specified in the tender documents for eligibility 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 document as specified in tender documents shall be submitted by the lowest bidder within a week physically in the office tender opening authority.
 12. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of works in CPWD. The department reserves the right to verify the particulars furnished by the applicant independently.
 13. All cess/duties/taxes as applicable on the date of receipt of tender shall be borne by the contractor. The contractor shall quote his rates considering all such cess/duties/taxes.
 14. Contractor must have GST registration for becoming eligible to participate in tender. Contractors who do not have GST registration shall not be allowed to participate in tender.
 15. The bidders are advised to inspect and examine the site & its surroundings and satisfy themselves before submitting their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed
 16. The bidders who propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, which contain any other condition(s) of any sort including conditional rebate will be summarily rejected.
 17. The tenderer should read all the instructions, terms & conditions, contract clauses, nomenclature of items, specifications etc., contained in the tender document very carefully, before quoting the rates.
 18. The tenderer should also read the **General conditions of contract 2023 for Maintenance works (Amended up to date of receipt of tender)** published by DG (W) CPWD, Nirman Bhawan, New Delhi which will be a part of the Agreement with up-to-date amendments i.e., up to date of receipt of tender.
 19. The contractor shall quote his rates keeping in mind the specifications, terms & conditions, additional and special conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified.
 20. Provision for Labour Camp”: (No. CSO/C&M/C37(8)/2005/688, dated, 07.07.06.
The contractor shall have to make his own arrangement for housing facilities for staff and labour away from site and shall have to transport the labour to and between construction site and labour camp at his own cost. No. labour huts will be allowed to be constructed at the site. The decision about store at site shall rest with the Engineer-in-charge and the contractor shall have no claim on this account.

21. LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED WITH IN THE PERIOD OF BID SUBMISSION:

- i) **INSURANCE SURETY BOND, ACCOUNT PAYEE DEMAND DRAFT, FIXED DEPOSIT RECEIPTS, BANKERS CHEQUE OR BANK GUARANTEE AGAINST EMD. EMD DEPOSIT TO BE DRAWN IN FAVOUR OF EXECUTIVE ENGINEER, BARASAT CENTRAL DIVISION-I, CPWD ONLY ACCEPTABLE. NO ABBREVIATED TERM WILL BE ACCEPTED.**
- ii) **COPY OF RECEIPT FOR DEPOSITION OF ORIGINAL EMD TO DIVISION OFFICE OF ANY EXECUTIVE ENGINEER (INCLUDING NIT ISSUING EE/AE) OF CPWD.**
- iii) **CONTRACTOR VALID ENLISTMENT IN CPWD IN COMPOSITE / BUILDINGS & ROADS CATEGORY.**
- iv) **VALID ELECTRICAL CONTRACTOR LICENSE.**
- v) **VALID 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.”.

- vi) **THE ERP TRAINING CERTIFICATE FOR ENLISTED CPWD CONTRACTOR.**
- vii) **ESIC & EPF REGISTRATION CERTIFICATE OR PROOF OF APPLYING THEREOF.**
- viii) **ANY OTHER DOCUMENT SPECIFIED IN THE NIT.**

22. IF THE ABOVE MENTIONED DOCUMENTS ARE NOT SCANNED AND UPLOADED WITHIN THE PERIOD OF BID SUBMISSION THE BID SHALL BE TREATED AS INVALID AND CANCELED.

The contractor of composite category are mainly enlisted for execution of building works, internal and external electrical works and E&M services like HVAC, Firefighting, Fire Alarm, Sub-station and DG-set and related items. However, they are not eligible to tender for exclusive work of horticulture, lift, Road, Furniture, and other specialized works.

**Executive Engineer (E)
BCED, CPWD, CGO Complex
DF Block, Salt Lake, Kolkata-64.**

RECEIPT OF DEPOSITION OF ORIGINAL EMD

Receipt of deposition of original EMD (Receipt No..... /date)
Name of Work: MOEI and Fans i/c RMO water pump set etc. at Residential and Non-Residential Building of Marine Aquarium Research Centre, Digha, During 2026-27. (SH:- Day to day operation & maintenance of existing E&M installation). NIT No.:- 28/EE-E/BCED/ CPWD/2026-27-1st Recall 1. Estimated Cost:- Rs. 9,91,592.00 2. Amount of Earnest Money Deposit:- Rs. 19,832.00 3. Last date of submission of bid: - 20/08/2026 up to 15:00 Hrs (*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) along with Office stamp (*To be filled by EMD receiving officer)

Signature, Name and Designation
of EMD receiving officer
(EE/AE (P)/AE/AAO)
along with Office stamp

CPWD-6 FOR e-TENDERING

The Exec Engineer (E), Barasat Central Electrical Division, CPWD, Salt Lake, Kolkata-64 (Tel: 033-23347347), on behalf of President of India invites **percentage rate bids in Single bid system** from **approved and eligible CPWD Composite / Buildings & Roads Category Contractors** for the following work:

Name of Work: MOEI and Fans i/c RMO water pump set etc. at Residential and Non-Residential Building of Marine Aquarium Research Centre, Digha, During 2026-27. (SH:- Day to day operation & maintenance of existing E&M installation).

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

In case the last date of submission of tender is extended, the enlistment of contractor should be valid on the original date of submission of tenders.

- 1.1 The work is estimated to cost **Rs. 9,91,592.00.00** This estimate, however, is given merely as a rough guide.

~~1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division which will deal with all matters relating to the invitation of tenders.~~

~~For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicates the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.~~

~~1.2.1 Conditions for non CPWD registered contractor only, if bids are also opened to non-CPWD contractors.~~

~~For works up to tendering limit of class I composite category contractor (However, for Horticulture and Furniture etc discipline it may be modified as per bidding limit of CPWD class I contractor of respective discipline as the case may be)~~

~~Three works each of value not less than Rs. _____ or two 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~~

Note:

~~For works costing above tendering limit of class II composite category contractors but up to tendering limit of class I composite category contractor (However, for Horticulture and Furniture discipline, it may be modified as per bidding limit of CPWD class II and CPWD Class I contractors respectively of respective discipline as the case may be) when the bids are opened to non CPWD contractors also, then class II contractors shall also be eligible if they satisfy the eligibility criteria specified in 2.1.1 above.~~

1.2.2 Criteria for CPWD as well as Non –CPWD contractors,

~~For works estimated to cost above tendering limit of class I composite category contractor (However, for Horticulture and Furniture etc discipline it may be modified as per bidding limit of CPWD class I contractor of respective discipline as the case may be)~~

~~Three works each of value not less than Rs. _____ or two 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 above executed work 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 the last date of submission of bid this is applicable for 1.2.1 as well as 1.2.2 (This is not applicable for CPWD enlisted contractors of appropriate class in composite category)~~

~~1.2.3 When bids are invited are invited from non CPWD contractor 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 up load the work experience certificate (s) and the affidavit as per provisions of clause 1.2.2~~

~~But for such bids, class I contractor of CPWD are eligible to submit the bids without submission of experience certificate and affidavit. Therefore CPWD class I contractor shall up load two separate letters for experience certificate(s) and affidavit that these documents are not required by them. Uploading these two letters are mandatory otherwise system will not clear the mandatory fields~~

- ~~2. In case the composite contractor associate with specialized firm in that case composite contractor and Associate contractor is to give required affidavit to confirm their association. This should be submitted as per Performa I &H within 10 days after award of work.~~
3. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 7 (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also www.etender.cpwd.gov.in. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
4. The time allowed for carrying out the work will be **08 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 tender documents.
5. **The site for the work is available.**
OR
~~The site for the work shall be made available in parts as specified.~~
6. The tender 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.
7. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of tender as notified.
- ~~8. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.~~
- ~~9. When tenders 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 tender submitted earlier shall become invalid.~~
10. 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 the **Executive Engineer, Barasat Central Division-I, CPWD** shall be scanned and up loaded to tendering website within the period of bid submission, The original EMD shall be deposited either in the office of Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of EMD to the bidder in a prescribed form (Enclosed) uploaded by tender inviting EE in the NIT

A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lakh, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee of any schedule bank which is to be scanned and uploaded by the intending bidders.

Online tender documents submitted by intending bidders shall be opened only of those bidders, **whose Earnest Money Declaration Proforma scanned and uploaded are found in order. The Price bid shall be opened at 15:30 HRS on 20/08/2026.**

11. The bid submitted shall become invalid and e-Tender processing fee shall not be returned if
- (i) The bidder is found ineligible.
 - (ii) The bidder does not upload deposited original EMD with division office of any Executive Engineer, CPWD.
 - (iii) The bidder does not upload all the documents including GST registration as stipulated in the bid document i/c the copy of receipt for deposition of Earnest Money.
 - (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies of EMD as submitted **by all the tenderer/ bidders** in the office of tender opening authority.
 - (v) **If a tenderer quotes nil rates against each 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.**
 - (vi) **If the EMD as submitted by bidder is not found in order.**
12. The contractor whose tender is accepted will be required to furnish performance guarantee of **5% (five Percent)** of the bid amount in favour of **Executive Engineer, Barasat Central Division – I, CPWD** 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, **then the action shall be taken as per O.M. No- DG/CON/Misc./20 dated 31.12.2021 without any notice to the Contractor.**
- The contractor whose bid is accepted will also 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 and Programme Chart(Time and progress) within the period specified in schedule F.**
13. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders 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 tender. A tenderer 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 tenderer 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 tender by a tenderer 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.
14. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

15. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
16. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
17. The contractor shall not be permitted to tender 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.
18. 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 tender or engagement in the contractor's service.
19. The tender for the works shall remain open for acceptance for a period of **30 days** from the date of opening of tenders (strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender 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 tenderer shall not be allowed to participate in the retendering process of the work.
20. This notice inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as mentioned.
21. In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall become invalid and 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 tenderer shall not be allowed to participate in the retendering process of the work.

Executive Engineer (E)
BCED, CPWD, CGO Complex,
Salt Lake, Kolkata – 64.

GOVERNMENT OF INDIA CENTRAL PUBLIC WORKS DEPARTMENT

STATE: West Bengal
BRANCH: E & M

PROJECT REGION: Kolkata
Division: BCED

CIRCLE: BCC
Sub Division: BCESD-IV

Percentage Rate e-Tender & Contract for Works

Tender for the work of:- MOEI and Fans i/c RMO water pump set etc. at Residential and Non-Residential Building of Marine Aquarium Research Centre, Digha, During 2026-27. (SH:- Day to day operation & maintenance of existing E&M installation).

- (i) To be uploaded by **15:00 hours on 20.08.2026** and upload at www.etender.cpwd.gov.in
- (ii) To be opened in presence of tenderers who may be present at **15:30 Hours on 20.08.2026** in the O/o the Executive Engineer (E), BCED, CPWD.

TENDER

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

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

I/We agree to keep the tender open for **30** days from the due date of its opening in case of single bid system ~~..... from the date of opening of technical bid in case tenders are invited on 2/3 bid / system for specialized work~~ and not to make any modification in its terms and conditions.

A sum of Rs. 19,832.00 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 in 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 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 take **as per OM No. DG/CON/Misc./20 dated 31.12.2021 without any notice to the Contractor**. 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 earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

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

Dated ,

Signature of Contractor:

Witness:

Postal Address:

Address:

Occupation

ACCEPTANCE

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

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

- a)
- b)
- c)

(For & on behalf of the President of India)

DATE:

Signature:

Designation

PROFORMA OF SCHEDULES

(Separate proforma for Civil, Elect. & Hort. Works in case of Composite Tenders)

SCHEDULE 'A'

Schedule of quantities (as per PWD-3) attached BOQ.

SCHEDULE 'D'

Extra schedule for specific requirements / documents for the work, if any: **As attached in tender documents.**

SCHEDULE 'E'

Reference to General Conditions of contract: **GCC 2023 Construction / Maintenance work as amended/ modified up to last date of submission of tender.**

Name of Work: MOEI and Fans i/c RMO water pump set etc. at Residential and Non-Residential Building of Marine Aquarium Research Centre, Digha, During 2026-27. (SH:- Day to day operation & maintenance of existing E&M installation).

Estimated cost of work : Rs. 9,91,592.00.00

i) Earnest money : Rs. 19,832.00

ii) Performance Guarantee : 5 % of tendered value or Estimated cost Put Tender, whichever is higher.

A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to Tender.

In case of abnormally low bids as defined above, the bidder shall be required to submit Additional Performance Guarantee (APG) in addition to the Standard Performance Guarantee (PG). The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount. (e.g. if ECPT is A and quoted amount is 0.70A then the amount of APG shall be (0.80A – 0.70A))

iii) Security Deposit : 2.5 % of tendered value

SCHEDULE F:

GENERAL RULES & DIRECTIONS:

Time allowed for execution of work : **08 Months**

Officer inviting tender **Executive Engineer (EL)
Barasat Central Electric Division,
CPWD, Kolkata-64.**

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 below

Definition:

2 (v) Engineer-in-Charge

**Executive Engineer (EL)
BCED, CPWD, Kolkata-64.**

2 (viii) Accepting Authority

**Executive Engineer (EL)
BCED, CPWD, Kolkata-64.**

2 (x) Percentage on cost of material and labour to cover all overheads and profits.

15%

- 2 (xi) Standard Schedule of rate MARKET RATE/DSR 2025
- 2 (xii) Department **Central Public Works Department.**
- 9 (ii) Standard CPWD Contract Form GCC 2023, CPWD Form 7/8 **Modified & Corrected up to date.**

Clause 1

- i) Time allowed for submission of P.G., Performance Chart (Time and Progress) and applicable Labour license, Registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance, in days. **7 days**
- ii) Maximum allowable extension with late fee @ 0.1% per day beyond the period in (i) above **3 days**

Clause 2

Authority for fixing compensation under clause-2

Superintending Engineer-Barasat, CPWD, Kolkata or successor thereof.

Clause 2A

Whether Clause 2A shall be applicable **Yes / ~~No~~**

Clause 5

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

Mile stone(s) as per table given below:

Sl. No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
Not Applicable			

Time allowed for execution of work : 08 Months

Authority to decide:

- (i) Extension of time : **Executive Engineer (E), BCED, CPWD, Kolkata or successor thereof.**
- (ii) Rescheduling of milestones : **Superintending Engineer-Barasat, CPWD, Kolkata or successor thereof.**
- (iii) Shifting of date of start in case of delay in handling over of site : **Superintending Engineer-Barasat, CPWD, Kolkata or successor thereof.**

PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site

Part	Portion of site	Description	Time period for handing over reckoned from date of issue of letter of intent
Part A	Portion without any hindrance	Site is ready for execution of work.	10 days.
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

Clause 5

Applicable clause 5 / Clause 5A : Clause 5

Clause 6

Applicable Clause 6 (CMB / EMB) : Applicable (CMB)

Clause 7

Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment

Rs. 2,00,000.00 or as decided by Engineer-in-Charge.

Clause 7A

Whether Clause 7A shall be applicable : YES / ~~NO~~

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 are submitted by the contractor to the Engineer-in-Charge.

Clause 8A

Authority to decide compensation on account if contractor fails to submit completion plan;

Superintending Engineer-Barasat, CPWD, Kolkata or successor thereof.

Clause 10A & 18

Applicable/~~Not Applicable~~

List of mandatory machinery, tools and plants & testing Equipment to be deployed by the contractor at site, this equipment shall be available in the test room at site.

1. Earth tester 1.5 m to 8 m. equipment.
2. Insulation Tester
3. Steel/Aluminium Ladder
4. Chase cutting machines.
5. Electrical wire drawing
6. Torque wrench for nut/bolt/screws.
7. Conduit die set.
8. Pipe vice.
9. Bench vice.
10. L.T.Meggar 500/1000 volts.
11. Tong Tester.
12. Multimeter.
13. Hydraulically operated & hand operated crimping machine.
14. Portable Ordinary drilling machine.
15. Portable Hammer drilling machine.
16. Overhead conduit puller.
17. Vernier caliper
18. Screw gauge
19. Required other T&P for completion of work.

Clause 10B (ii)

Whether Clause 10B (ii) shall be applicable : YES / NO

Clause 10 C**Applicable/Not Applicable**

Component of labour expressed as percent of value of work : 100%

Clause 10 CA**Applicable/Not Applicable**

Sl. No.	Materials Covered under this clause:	Nearest Materials (other than Cement*, reinforcement bars, the structural steel and POL) for which All India wholesale Price Index to be followed:	Base Price & its corresponding period of all the Materials covered under clause 10CA *
Not Applicable.			

Clause 10 CC**Not Applicable**

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

Component of civil (except materials covered under clause 10CA) / Electrical construction value of work: - Xm %

Component of Labour – Y %
Expressed as percent of total value of work.

Note: Xm% should be equal to (100) – (materials covered under clause 10CA i.e. Cement, Steel, POL and other material specified in clause 10CA + Component of Labour)

Clause 11

Specifications to be followed execution of work.

General Specifications for Electrical for Works as applicable and amended up to date. And also as per direction of the E-in-C.

Clause 12

Authority to decide deviation up to 1.5 times of tendered amount

Superintending Engineer-Barasat

Type of work : **Maintenance**

12.2 & 12.3 Deviation limit beyond which clause 12.2 and 12.3 shall apply for building work

No Limit**12.5**

(i) Deviation limit beyond which clauses 12.2 and 12.3 shall apply for foundation work (except items mentioned in earth work subhead in DSR and related items)

Not Applicable

(ii) Deviation Limit for items mentioned in earth work subhead of DSR and related items

N.A.

Clause 16

Competent Authority for
deciding reduced rates.

Superintending Engineer/BCC, CPWD

Clause 18

**List of mandatory machinery, tools & plants
to be deployed by the contractor at site:**

**All T&P as per requirement
of work**

Clause 19		Labour laws to be complied by the contractor as per OM No. DG/CON/325 dated 05-05-2022.
Clause 19C	Authority to decide penalty for each default	Executive Engineer (E), BCED, CPWD, Salt Lake, Kolkata or successor thereof.
Clause 19D	Authority to decide penalty for each default	Executive Engineer (E), BCED, CPWD, Salt Lake, Kolkata or successor thereof.
Clause 19G	Authority to decide penalty for each default	Executive Engineer (E), BCED, CPWD, Salt Lake, Kolkata or successor thereof.
Clause 19K	Employment of skilled / semi-skilled workers.	Applicable

Clause 25

(i)	Conciliator	:	Special Director General (Kolkata)
(ii)	Arbitrator Appointing Authority	:	Superintending Engineer-Barasat or successor thereof
(iii)	Place of Arbitration	:	Kolkata

Clause 32

Requirement of Technical Representative(s) and recovery rate

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

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

Diploma holder with minimum 10 years relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

Clause 38

- | | | |
|-----|--|-------------------------------------|
| i) | (a) Schedule/statement for determining Theoretical quantity of cement and bitumen on the basis of Delhi Schedule of Rates 2018 printed by C.P.W.D. and read along with Additional specifications attached with NIT. | NOT APPLICABLE |
| ii) | Variations permissible on theoretical quantities | |
| | a) Cement | |
| | For works with estimated cost put to Tender not more than Rs. 25 lakhs. | 3% plus / minus |
| | For works with Estimated cost put to tender more than Rs. 25 lakhs. | 2% plus / minus |
| | b) Bitumen for all works. | 2.5% plus / minus |
| | c) Steel Reinforcement and structural steel section for each diameter, section and Category. | 2% plus / minus |
| | d) All other materials | NIL |

To,

M/s

Sub: ~~NIT No.: 28/EE-E/BCED/ CPWD/2026-27-1st Recall for the work: "MOEI and Fans i/c RMO water pump set etc. at Residential and Non-Residential Building of Marine Aquarium Research Centre, Digha, During 2026-27. (SH: Day to day operation & maintenance of existing E&M installation)."~~

Dear Sir,

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

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, **failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.**

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the CPWD.

Yours faithfully

Executive Engineer (EL)
BCED, CPWD, Kolkata-700 064.

~~(To be filled by the firm and submitted)~~

To,

**~~Executive Engineer (EL)
BCED, CPWD, Kolkata 700 064.~~**

~~Sub: Submission of Tender for the work of “MOEI and Fans i/c RMO water pump set etc. at Residential and Non Residential Building of Marine Aquarium Research Centre, Digha, During 2026-27. (SH: Day to day operation & maintenance of existing E&M installation).”~~

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 component / authorized to assign the relevant contract on behalf of CPWD

INTEGRITY AGREEMENT

This integrity agreement is made aton thisday of 20

BETWEEN

President of India represented by Executive Engineer (E), BCED, CPWD, CGO COMPLEX, DF BLOCK, SALT LAKE, KOLKATA -64.

(Herein after referred as the

'Principal / owner's, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

M/s

.....
(Name and address of the Individual/Firm/Company)

Through Herein after referred to as the

.....
(Details of duly authorized signatory)

"Bidder / Contractor" and which expression shall unless repugnant to the meaning of context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. ~~28/EE-E/BCED/CPWD/2026-27-1st Recall~~) (herein after referred to as **"Tender/Bid"**) and intends to award, under laid down organizational procedure, **contract for the work** "MOEI and Fans i/c RMO water pump set etc. at Residential and Non-Residential Building of Marine Aquarium Research Centre, Digha, During 2026-27. (SH: Day to day operation & maintenance of existing E&M installation)."

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 (herein after referred to as **"Integrity Pact"** or **"Pact"**) the terms & conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this pact witnesses as under.

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees

which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) ~~It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.~~
- 2) ~~The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:~~
 - a) ~~The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.~~
 - b) ~~The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.~~
 - c) ~~The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/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 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 (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 the detriment of the Government interests.~~
- 5) ~~The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).~~

Article 3: Consequences of Breach

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

- 1) ~~If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or~~

~~terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.~~

- ~~2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.~~
- ~~3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of 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 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other 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 coNSSO rtium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and coNSSO rtium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.~~
- ~~4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.~~
- ~~5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity 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:~~

Executive Engineer (E), BCED, CPWD

.....
{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: Kolkata

Dated:

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

- Whereas the **Executive Engineer, Barasat Central Electrical Division, CPWD** on behalf of the President of India (hereinafter called "The Government") has invited bids under NIT No. **28/EE-E/BCED/ CPWD/2026-27-1st Recall dated** for "MOEI and Fans i/c RMO water pump set etc. at Residential and Non-Residential Building of Marine Aquarium Research Centre, Digha, During 2026-27. (SH:- Day to day operation & maintenance of existing E&M installation)." 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, Barasat Central Electrical 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 "MOEI and Fans i/c RMO water pump set etc. at Residential and Non-Residential Building of Marine Aquarium Research Centre, Digha, During 2026-27. (SH:- Day to day operation & maintenance of existing E&M installation)." The Government has further agreed to accept 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.

- 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.
- We,(indicate the name of the 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 as 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)
- 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.
- 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 guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within the date of expiry or the extended date of expiry 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.

ADDITIONAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

General Clauses:

1. The work shall be carried out as per direction and to the entire satisfaction of the Engineer-in-charge and as per relevant CPWD General Specifications for Electrical Works and IE Rules 1956 as amended up to date and other relevant act, rules and local byelaws as applicable.

Name of work: MOEI and Fans i/c RMO water pump set etc. at Residential and Non-Residential Building of Marine Aquarium Research Centre, Digha, During 2026-27. (SH:- Day to day operation & maintenance of existing E&M installation).

2. Unless otherwise specified in the following conditions, the work shall, in general, be carried out as per following specifications:

- a) CPWD General Specifications for Electrical Works – Part-I (Internal), 2023 amended up to date.
- b) CPWD General Specifications for Electrical Works – Part-II (External), 2023 amended up to date.
- c) Relevant BIS specifications and Indian Electricity Rules 1956 amended up to date.
- d) CPWD General Specification for Sub-station as amended up to date.
- e) Any other relevant act or rules and local byelaws.

- ~~3. If the specifications for any item or its component are not available in the CPWD specifications cited above, relevant BIS/ international standard as amended up to date shall be followed, whether or not the specific reference of a particular BIS specification has been made in this specification / tender document.~~

- ~~a) Where manufacturers furnish specific instructions / recommendations relating to the materials used in this job and/or their installation, covering points not specifically mentioned in these documents, these instructions shall be followed in all cases.~~
- ~~b) Manufacturer's catalogue / literature on installation, testing, maintenance and troubleshooting of major equipments shall be submitted to the department while handing over the installation.~~

4. **Material to be used in work:** All materials used in the work shall be new and of good quality, conforming to the relevant specifications as per good engineering practice.
5. All the materials proposed to be used in the work should be got approved from Engineer in Charge before use in work.
6. It will be the responsibility of the contractor / bidder to ensure use of genuine materials in the work. The department reserves the right to get (any / all materials / components) inspected by the manufacturer or their authorized representatives at any stage of the execution of work. If any of the materials, equipment's supplied and used in work is found spurious at any stage, then the department reserves the right to ask the contractor to

replace it by genuine one and make suitable recovery till it is done, even if any payment against that material is already made.

7. The department may ask for any valid document like manufacturer's test certificate, document for purchase of the material, document for import / shipment of imported materials etc. as deemed fit by the engineer-in-charge to ascertain genuinely of material supplied by / used in the work by the contractor. The contractor shall remain bound to submit all such documents to the department failing which payment may not be made or if already paid may be recovered / withheld from subsequent running account payment.
8. Unless otherwise provided in the schedule of quantities of the work the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account.
9. The rates for all items of work shall, unless clearly specified otherwise, include cost of all labours, materials and other inputs involved in the execution of the item irrespective of whether they have been specifically mentioned in the tender document or not.
10. This being an indivisible works contract, Taxes/ Duties etc. are not payable separately. The rates tendered shall be firm and inclusive of all taxes, duties, cess and levies as applicable, and all charges for packing, forwarding, insurance, freight and delivery, installation, testing and commissioning at site, watch and ward etc. including temporary constructional storage, risks, overhead charges, general liabilities / obligations and clearance from local bodies and State.
11. The department (CPWD) shall not have any responsibility or liability in case of any accident injury to the personnel to the contractor at work site or to the general public at the work site due to mishandling equipments by the personnel of the contractor or any other similar reason. The responsibilities and liabilities for such accidents and incidents shall be borne by the contractor.
- ~~12. The contractor shall ensure adequate and prompt after sales service in the form of maintenance personnel and spares as and when required with a view to minimize the break down period. Particular attention shall be given to ensure that all spares are easily available during the normal life of the installation.~~
13. After completion of work the agency shall remove his men, materials and debris etc. from site.
14. The contractor shall be entirely responsible and answerable for all the works done by him regarding quality, adherence to the laid down specifications, terms and conditions, warranty/guarantee etc. and he shall be liable to bear any compensation that may be levied by the department under any of the clauses of the agreement.
15. The contractor is advised to visit the site before quoting for his tender to apprise himself about the site environments and other conditions.
16. The contractor or his authorized representative shall sign the site order book and comply with the remarks entered therein by the representative of the department.

17. The contractor will make his own storage of his own materials. The watch and ward of the materials and of the installations would be responsibility of contractor till the work is completed / handed over to the department. Nothing extra shall be paid to the contractor on this account.
18. Making payment to the contractor in any form against supply of materials / equipments / components or execution thereof shall not absolve the contractor of his responsibility of watch and ward of the equipments / materials etc. and their satisfactory functioning until the same is taken over by the department after successful installation, testing, commissioning and running in period.
19. The Engineer-in-charge reserves the right to reject any equipment / machinery / material should it, on tests after installation, be found not to comply with contract specifications.
20. Final inspection and testing will be done by the engineer-in-charge or his representative as per details to be indicated by the Engineer-in-Charge.
21. In case the same item(s) appear more than once in the schedule of work / BOQ under the same sub head or among the different subhead of works, the lowest rate quoted for that item (s) shall be considered for the particular item(s) wherever appeared in any part of BOQ/ Schedule of works for the purpose of tender evaluation although web generated e-price bid may incorporate different quoted rate for same item(s) as per the quoting pattern of the tenderer. The tendered amount thus worked out shall be final & shall be binding on the contractor.
22. **Power Supply & Water Supply: No Power & Water Supply shall be provided by the department** for the purpose of execution of the E & M work, except for testing and commissioning of installations. The Contractor shall make his own arrangements in this regard. The power supply for testing and commissioning will be given at one point inside the premises, thereafter the contractor shall arrange further distribution of power as per his requirement. Nothing shall be paid extra on this account.
23. The work shall have to be carried out at ZSI MARC & resdl quarters, Digha.
24. The Agencies are requested to visit the site before quoting the rates.
25. No T & P shall be issued by the department.
26. The measurement shall be done in CMB / ~~EMB (Electronic Measurement Book)~~ as per provision to Clause -6A of GCC-2023.
27. Minimum wages as per Govt. approved rates issued by Chief Labour Commission, Ministry of Labour & Employment as issued in time to time manner has to be paid to the staff. Difference of wages due to increase of minimum wages (if any) which are to be paid to the staff will be reimbursed to the agency by the department on production of proof of payment.
28. At present Labour rate is as per Govt. of India O/o Chief Labour Commissioner(C) File No. 1/6(3)/2025-LS-II. Dated 30.03.2026, Highly Skilled @ Rs. 1094.00 per day, Skilled @ Rs.1008.00 per day, Semi-Skilled @ Rs. 918.00 per day and Un-Skilled @ Rs. 827.00 per day is consider in the estimated cost.

29. Contractor shall pay, principle employer contribution, on account of ESIC & EPF every month and same shall be reimbursed on production of proof of payment by the department.
30. Monthly ESIC and EPFO contribution on both part (employee and employer) shall be deposited within due date i.e. 15th of every month. The contractor must deposit and file their return on or before the due date. Failing which engineer-in-charge will take action against the contractor for his default.
31. The contractor should give the proof of deposit of provident fund and ESIC contribution to the respective authorities.
32. The agency shall have to pay minimum wages as per rule with in 7th day of every month and comply with all the provisions of the clauses mentioned in the agreement in this regard. This has to be treated as mandatory. Numbers for working days for any Skilled / Un-skilled staff shall not be more than 26 days in a month and restricted to 1 (one) shift per day.
33. The payment of wages to the workers shall be made through bank or ECS or Online transfer to his bank account.
34. The agency has to follow all labour laws of the country in force. If any labour claim is received regarding the work, it will be borne by the agency as no labour complain will be accepted by the department.
35. The agency should maintain register at site from which the deployment of workers and their presence can be verified by the Engineer-in-charge or his authorised representatives.
36. Normal duty 8 hours in a shift for all days and the service shall be provided for 30 days in a month. No overtime charges shall be paid separately for working beyond normal duty hours.
37. In case of emergency beyond duty hours, if any fault occurs, the agency shall have to attend / rectify the same for which no additional payment will be made by the department.
38. Complaint Register shall be maintained for day to day maintenance work, which are to be verified from client department. The same shall be submitted to sub-division office during submission of bill.
39. Log books are to record the reading such as current, voltage, operating periods etc. Maintenance register should indicate actual compliance to the schedule item wise. Major repairs or replacement should be recorded in the History Book.
40. Any damaged to the equipments and structure due to negligence shall have to be got repaired by the agency at his cost. The decision of the Engineer -in-charge is final and binding in this regard.
41. Deduction shall be made from the contractors' bill as applicable.
42. In case of absence from duty without approval of Engineer-in-charge or Officer-in-charge a recovery shall be made from the firm's bill on pro rata basis.
43. The contractor shall ensure that the workers as engaged for the work shall be covered under the benefits of ESI Scheme, EPF etc. as per Govt. Rules and Regulations.
44. The firms has to maintain one First Aid Kit Box with require medicine etc. which is to be verified by the Engineer-in-charge or his authorise representatives in regular basis failing which penal recovery will be made from bill.
45. The department (CPWD) shall not have any responsibility or liability in case of any accidental consequences to the engaged person of the contractor at work site or to the general public at the work site. The responsibilities and liabilities for such events shall be borne by the contractor.

46. The agency has to be vigilant and attend any break down in the system immediately under intimation to the department.
47. After the work is awarded the contractor shall furnish the details of staff engaged by him along with i) Name & address prof, ii) Copy of valid applicable license for skilled staff.
48. The agency shall have to install Biometric Attendance System (Aadhar Based)/Attendance Register at site for keeping records of attendance of the man power / staffs deployed. No extra payment will be paid for this.
49. The agency shall provide the following mandatory documents to the workmen as applicable.
 - (a) Identity card with relevant information NAME, Address, Agency Name, ID Card No, Blood Group, Date of Issue and validity.
 - (b) Wage Slip on monthly basis indicating all deductions thereof.
50. This is purely service contract and the persons employed by the contractor are his own employees and they will have no claim for right to employment in the department.
51. The Agency shall engaged minimum number of following Skilled and Un-skilled staff in various shift as mentioned below:
 - i) Skilled – 3 nos.
 - ii) Unskilled – 2 nos.
52. The skilled person shall have electrical competency certificate and the Lift operator shall have Lift operator License.
53. The quoted rates shall be included all taxes including GST as applicable. The department will pay nothing extra/reimbursement on this account.
54. The Comprehensive maintenance activities should be carried out, only by personnel competent for the respective type of activities along with replacement or repair of minor materials like switch, socket, fans, light fittings, driver for LED fittings, water pumping. Only genuine spare parts should be used in replacement of components.
55. Complaint Register, attendance register for the engaged staff shall be maintained by the agency
56. Log books are to record the reading such as current, voltage, operating periods etc. Maintenance register should indicate actual compliance to the schedule item wise. Major repairs or replacement should be recorded in the History Book.
57. The agency has to be vigilant and attend any break down in the system immediately under intimation to the department.
58. The agency has to follow all labour laws of the country in force. If any labour claim is received regarding the work, it will be borne by the agency as no labour complain will be accepted by the department.
59. The agency should provide a record available at site from which the deployment of workers and their presence can be verified by the Engineer-in-charge or his authorized representatives.
60. Any damaged to the equipment's and structure due to negligence shall have to be got repaired by the agency at his cost. The decision of the Engineer -in-charge is final and binding in this regard.
61. The contract may be terminated at any time without assigning any reason for the interest of Govt. works.
62. The firms has to maintain one First Aid Kit Box with require medicine etc. which is to the verify by the Engineer-in-charge or his authorise representatives in regular basis failing

which penal recovery will be made from bill.

63. **The Engineer-in-charge may close the contract at any time before the completion of the stipulated period of the contract without assigning any reason thereto and the contractor shall not have any financial or other compensatory claim for the same. However, payment for the work done as per agreement shall be made proportionately. If otherwise done as per contract and to the satisfaction of the department.**

64. **COMMERCIAL CONDITIONS:**

Terms of Payments Following payment terms shall be applicable:-

- (i) No advance payment/No Secure Advance shall be made.
- (ii) No RA Bill Payment shall be made below **Rs. 2,00,000.00 of bill Amount or decided by E-in-C.**

65. **Release of Performance Guarantee and Security Deposit:**

Security deposit shall be released after completion of work and Labour Clearance issued by the Competent Authority and Performance Guarantee shall be released after successful completion of work.

EXECUTIVE ENGINEER (E)
BCED, CPWD, CGO COMPLEX
SALT LAKE, KOLKATA.

LIST OF PREFERRED MAKES

Name of Work: MOEI and Fans i/c RMO water pump set etc. at Residential and Non-Residential Building of Marine Aquarium Research Centre, Digha, During 2026-27. (SH:- Day to day operation & maintenance of existing E&M installation).

Preferred makes of materials to be used in the work are as under. In case of non-availability of these makes, the Engineer-in-charge may allow use of alternative BIS makes of materials in the work. Non-BIS marked materials may be permitted by the Engineer-in-charge.

Sl. No	Description of item	Make
1	MCB DB, MCB's, Isolators, Industrial Socket, MCCB etc i/c Accessories:	Legrand / Hager / Schneider / ABB / Havells / Lauritz & Knudsen(L&T).
2	PVC Insulated FRLS Copper Wire ISI Marked	KEI/ Polycab/ Finolex/ Havells/ RR Kable/Gloster
3	Modular Switch Socket etc.	Legrand (Myrius)/ Schinder (Unika Pure) / ABB(IVIE)/Cabtree (Murano)
4	BLDC Ceiling Fan	Havells/ Crompton/ Usha/ Bajaj/ Atomberg
5	Fire Extinguisher	Firesheid/Cease fire/Safeguard/Safex/Minilac /Lifeguard
6	PVC conduit (Medium Class) ISI marked	KONSTRUCT / BEC/Precession/Anchor/AKG
7	LED luminaries :	Philips/ Havells / Crompton/ Jaquar/ Wipro
8	Any Other Item not mentioned in Make List	Decided by E-In-Charge

All fitting shall have ISI marked on its body wherever applicable.

Note: ~~NIT authority reserves the right to add or delete any materials and Brands in the list of approved materials/brands.~~ Unless otherwise specified in the tender document, all the materials which are ISI marked shall be used in the work and if the ISI marked materials are not available, materials conforming to ISI shall be used, and for materials which are neither BIS marked nor confirm to BIS, the manufacturers specification shall be used with prior approval of Engineer-in-charge.

EXECUTIVE ENGINEER (E)
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SALT LAKE, KOLKATA.