

निविदा आमंत्रण सूचना

NOTICE INVITING e-TENDERS

Name of Work : **Providing services of Skilled / Clerical / Computer Operators @ KCSD, EE Pune - I CPWD Under Pune - 24 w.e.f July 2026**

NIT No.:- : **03/AE/KCSD/EE/Pune-I/2026-27.**

Estimated Cost : **Rs.5,98,605/-**

EMD : **Rs.11,972/-**

Time Limit : **16.50 Months.**

L

Last date/Time of Tender submission: Up to 15.00 Hrson **28/08/2026**

Date of Opening of bids :On and after **28/08/2026** After 15.30 Hrs



सहायक अभियन्ता,
खडकवासला केंद्रीय उपमंडल, केलोनिवि,
खडकवासला,पुणे-24

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Name of work **Providing services of Skilled / Clerical / Computer Operators @
KCSD, EE Pune - I CPWD Under Pune - 24 w.e.f July 2026**

NIT No.: **03/AE/KCSD/EE/Pune-I/2026-27.**

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सहायक अभियन्ता,
खडकवासला केंद्रीय उपमंडल,
केलीनिवि, खडकवासला, पुणे-24

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

The Assttstant Engineer KCSD, C.P.W.D., Pune on behalf of 'President of India' invites online Percentage rate e-tenders from Approved and eligible contractor with CPWD for the following work:

S. No.	NIT NO.	Name of work and location	Estimated cost put to tender	Earnest Money	Period of completion	Last date and time of submission of Bid, Original EMD, Copy of Receipt for deposition of Original EMD, and other documents as specified in the press notice.	Time & date of Opening of tender
1	03/AE/KCSD/EE/Pune-I/2026-27.	Providing services of Skilled / Clerical / Computer Operators @ KCSD, EE Pune - I CPWD Under Pune - 24 w.e.f July 2026	Rs.5,98,605/-	Rs.11,972 /-	16.50 Months.	Upto 3.00 pm On 28/08/2026	On or after 28/08/2026 On 3.30 pm

- 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.**
- Information and Instructions for bidders posted on website shall form part of bid document.
- 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.tenderwizard.com/CPWD or www.cpwd.gov.in free of cost.

Applicants are advised to keep visiting the above mentioned web-sites from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respect including updates thereof, if any. An incomplete application may be liable for rejection
- The Contractor can deposit original EMD in the office of the **Executive Engineer, PCD-I, CPWD, Pune**, within the period of bid submission. The contractor shall obtain the receipt of EMD from the concerned Executive Engineer in the prescribed format as uploaded by NIT issuing Executive Engineer. The bid document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder.
- But the bid can only be submitted after deposition of original EMD either in the office of Exeutive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bidsubmission. **(The EMD document shall only be issued from the place in which the office**

of receiving division office is situated)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 EMD in favour of **Executive Engineer, PCD-I, CPWD, Pune, as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer of CPWD** and other documents as specified.

6. The contractors already registered on the e-tendering portal will have option to continue by paying tender processing fee at existing rates up to one year from the date of registration or to switch over to the new registration system without tender processing fee any time. All new registrations from **01/04/2015** will be without tender processing fee.
7. 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.
8. The intending bidder must have valid class-III digital signature in order to submit the bid.
9. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
10. Contractor can upload documents in the form of **JPG format** and **PDF format**.
11. Contractor must ensure to quote his percentage rate (above/below) in the attached schedules.
12. **The lowest bidder shall physically submit within a week of date of opening of bid, the certified copy of all scanned and uploaded documents as below, in the office of tender opening authority.**

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

- (i) Treasury Challan/Demand Draft/Pay order or Banker's Cheque/Deposit at Call Receipt/FDR/Bank Guarantee of any Scheduled Bank against EMD.
- (ii) Valid Enlistment Order of the Contractor in appropriate class of CPWD.
- (iii) Certificate of Registration for GST and acknowledgement of upto date filed return as per NIT stipulation
- (iv) EPFO & ESIC Certificate
- v) **5 years** Work experience certificate.
- Vi) ERP Certificate.
- (vii) Copy of receipt for deposition of original EMD issued from division office of any Executive Engineer (including NIT issuing EE) CPWD.

PART-A
CPWD-6 FOR e-Tendering
Government of India CPWD
Notice Inviting Tender for e-Tendering

The **Assistant Engineer KCSD, C.P.W.D., Pune** on behalf of '**President of India**' invites online **Percentage ratee-tenders** from **Approved and eligible contractor** with CPWD, for the following work:

Name of Work :- Providing services of Skilled / Clerical / Computer Operators @ KCSD, EE Pune - I CPWD Under Pune - 24 w.e.f July 2026

1. The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.
- 1 The work is estimated to cost **Rs.5,98,605/-**-This estimate, however, is given merely as a rough guide. The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids. For composite bid the bidders, besides indicating the percentage above/below the combined estimated cost put to bid, should also indicate the amount in word for each component separately. The eligibility of bidder will correspond to the combined estimated cost of different components put to bid.
2. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD-7 which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement. *The Percentage rate quoted by the tenderer shall be firm and inclusive of GST & all other applicable taxes, duties, cess, levies, Octroi etc. in respect of this contract and Government shall not entertain any claim whatsoever in this respect.*
3. The time allowed for carrying out the work will be **16.50 Months**. from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available. The architectural and structural drawings if required shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of work.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from the web Site **www.E-tender.com/CPWD** or **www.cpwd.gov.in** free of cost.
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of tender as notified.
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the components) but before last time and date of submission of tender as notified.

8. Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt **(drawn in favour of Executive Engineer, PCD-I, CPWD, Pune)** 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 with in the period of bid submission. (The EMD document shall only be issued from the place in which the office of receiving division office is situated). The EMD Receiving Executive Engineer, CPWD shall issue a receipt of deposition of EMD to the bidder in a prescribed format uploaded with this NIT.

This receipt shall also be scanned and uploaded to the etendering website by the intending bidders upto the specified online 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 lac, whichever is less, **shall** have to be deposited in shape prescribed above, and balance **may be deposited** in shape of Bank Guarantee of any scheduled bank **having validity for six months or more from the last date of receipt of bids** which is to be scanned and uploaded by the intending bidders.

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

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Original Earnest Money declaration and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 03:30 PM on 28/08/2026

9. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:
- (i) The bidder is found ineligible.
 - (ii) The bidder does not deposit original EMD with division office of any Executive Engineer, CPWD(The EMD document shall only be issued from the place in which the office of receiving divisionoffice is situated).
 - iii) The bidder does not upload all the documents (including Service Tax Registration/VAT registration/ Sales Tax registration) as stipulated in the bid document including the copy of receipt for deposition of original EMD.
 - (v) 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.

10.

The contractor whose bid is accepted, will be required to furnish **(a) Performance guarantee 5% of tendered value or ECPT whichever is higher. Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT). The Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.** Submit the PG amount with in 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 (in

case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of afore said provisions by the sub contractors, if any engaged by the contractor for the said work and Programme Chart (Time and Progress) within the period specified in Schedule F.

11. The description of the work is as follows:

Providing services of Skilled / Clerical / Computer Operators @ KCSD, EE Pune - I CPWD Under Pune - 24 w.e.f July 2026.

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 bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

12. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
13. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
14. 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.
15. 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 as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
16. No Engineer of gazette 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 afore said before submission of the tender or engagement in the contractor's service.

17. The bid for the works shall remain open for acceptance for a period of **Thirty (30) days** from the date of opening of bids. If any bidder withdraw his bids 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 contractor shall be suspended for one year and shall not be eligible to bid for CPWD tenders from date of issue of suspension order
18. This notice inviting bid shall form a part of the contract document. The successful bidder /contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - 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.
19. **For Composite bids: -**
 - 19.1.1 **The Executive Engineer** in charge of the major component will call bids for the composite work. The cost of bid document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.
 - 19.1.2 The bid document will include following components:

Part A: CPWD-6, CPWD-7 including schedule A to F for the major component of the work, **General Conditions of Contract 2023 Maintenance works as amended/modified up to date last date of submission of online bid.**

Part B: General / specific conditions, specifications and schedule of quantities applicable to major component of the work.
 - 19.1.3 The bidders will associate either obtain valid electric license at the time of execution of work or contractors having valid electric license of eligible class.
 - 19.1.4 The eligible bidder shall quote percentage below/above/at par of major as well as minor components of the work.
 - 19.1.5 After acceptance of the bid by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component. EE of major component will operate **Part-A** and **Part-B** of the agreement. EE / DDH in charge of minor component(s) shall operate along with **Part-A** of the agreement.
 - 19.1.6 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.
 - 19.1.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.
 - 19.1.8 In case, required as per the terms & conditions given in the bid document, the main contractor has to associate agency(s) for minor component (s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer-in-charge of minor component(s)

within prescribed time. Name of the agency (s) to be associated shall be approved by Engineer-in-charge of minor component(s).

- 19.1.9** In case the main contractor intends to change any of the above agency/ agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of minor component. The new agency / agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 19.1.10A** The civil contractors will either obtain valid electrical license or associate contractors having valid electrical license of eligible class". The associated agency shall be of the appropriate class eligible to bid for each of the minor component individually.
- 19.1.10B** The main contractor has to enter into agreement with contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to EE(Elect) in charge of minor component as well as to EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.
- 19.1.11** Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-charge of the discipline of minor component directly to the main contractor.
- 19.1.12A.** *The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer-in-charge of major component after record of completion certificate of all other components.*
- 19.1.12B.** Final bill of whole work shall be finalized and paid by the EE of major component. Engineer in charge of minor component will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.
- 20.1** Contractor shall follow all COVID-19 protocols at site and nothing extra shall be paid on this account.
- 20.2** Construction site is inside the National Defence Academy campus and labours will not be allowed to stay there. Contractor has to arrange the stay of labourers outside and nothing shall be paid extra on this account.

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

- (i) Treasury Challan/Demand Draft/Pay order or Banker's Cheque/Deposit at Call Receipt/FDR/Bank Guarantee of any Scheduled Bank against **EMD**.
- (ii) Valid Enlistment Order of the Contractor in appropriate class of CPWD.
- (iii) GST registration Certificate of the Maharashtra state in which the work is to be taken up, if already obtained by the bidder OR If the bidder has not obtained GST registration in the state in which the work is to be taken up, or as required by the GST authorities, then in such a case the bidder shall only scan and upload following undertaking with other bid documents.
- (iv) **Copy of receipt for deposition of original EMD** issued from division office of any Executive Engineer (including NIT issuing EE) CPWD.
- (v) **5 years** Work experience certificate.
- (vi) **ERP Certificate.**

Receipt of Deposition of Original EMD**(Receipt No...../date.....)**

SN	Particular	Details
1	Name of work	Providing services of Skilled / Clerical / Computer Operators @ KCSD, EE Pune - I CPWD Under Pune - 24 w.e.f July 2026
2	NIT No.	03/AE/KCSD/EE/Pune-I/2026-27.
3	Estimated Cost	Rs.5,98,605/-
4	Amount of Earnest Money Deposit	Rs.11,972/-
5	Last date of online submission of bid	28/08/2026

Details to be filled by EMD Receiving officer of CPWD (EE/AE(P) / AAO)

S.No.	Particular	Details
1	Name of contractor	
2	Form of EMD Received & its Details	
3	Amount of Earnest Money Deposit Received	Rs.
4	Date of submission of EMD	/ /2026
Signature, Name and Designation of EMD Receiving officer (EE/AE/(P)/AE/AAO) along with office stamp)		

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
Percentage Rate Tender & Contract for Works**

Tender/bid for the work of: - **Providing services of Skilled / Clerical / Computer Operators @ KCSD, EE Pune - I CPWD Under Pune - 24 w.e.f July 2026**

- (i) To be submitted/uploaded by **15:00 Hours on 28/08/2026** to Assistant Engineer Pune-I, CPWD, Pune.
- (ii) To be opened in presence of tenderers/bidders who may be present at **15:30 Hours on 28/08/2026** in the office of Assistant Engineer Pune-I, CPWD, Pune

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 tender.

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

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

A sum of **Rs.11,972/-** 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. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to 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 & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the retendering process of the work.

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

Dated:

Witness:

Address:

Occupation:

Signature of Contractor

Postal Address

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 President of India

Signature

Designation

Dated:

PROFORMA OF SCHEDULES**(Operative Schedules to be supplied separately to each intending tenderer)****SCHEDULE "A"**

a) Schedule of quantities Civil (Enclosed)

SCHEDULE "B"

Schedule of materials to be issued to the contractor.

<i>S.No</i>	<i>Description of item</i>	<i>Qty</i>	<i>Rates in figures & words at which the material will be charged to the contractor.</i>	<i>Place of issue</i>
1	2	3	4	5
----- NIL -----				

SCHEDULE 'C'

Tools and plants to be hired to the contractor: -

<i>S.No</i>	<i>Description</i>	<i>Hire charges per day</i>	<i>Place of issue</i>
1	2	3	4
----- NIL -----			

SCHEDULE 'D'

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

SCHEDULE 'E'**Reference to General****Conditions of contract : - General Condition of Contract Maintenance of 2023 CPWD form -7 modified and corrected upto date****Name of Work : Providing services of Skilled / Clerical / Computer Operators @ KCSD, EE Pune - I CPWD Under Pune - 24 w.e.f July 2026**

Estimated cost of work : Rs.5,98,605/-

(i) Earnest Money : Rs.11,972/-

(ii) Performance Guarantee : 5% of tendered value

(iii) Security Deposit : 2.5% of tendered value

SCHEDULE 'F'**GENERAL RULES & DIRECTIONS:****Officer inviting tender****Assistant Engineer KCSD, CPWD, Pune.**

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.

DEFINITIONS:**2(v) Engineer -in- Charge:****a) Civil :-Executive Engineer Pune-I, CPWD, Pune.****2(viii) Accepting Authority:****Assistant Engineer KCSD, CPWD, Pune.**

2(x) Percentage on cost of materials and Labour to cover all overheads and profits:

15%**2(xi) Standard Schedule of Rates:****a) Civil :-**

Delhi Schedule of Rates- 2023 (Civil) with Upto date correction slips and Market Rate

2(xii) Department:**Central Public Works Department****9(ii) Standard CPWD Contract Form**

GCC maintenance 2023 modified and amended up to last date of online submission of bid.

Clause 1

(i) Time allowed for submission of Performance Guarantee, Programme chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance:

07 days

(ii) Maximum allowable extension with late fee @0.1% Per day of Performance Guarantee amount provided in (i) above:

03 days**Clause 2A****Authority for fixing compensation under Clause 2A:****SE-PCC/ Pune****Clause 5**

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

10 days**Time allowed for execution of work:****16.50 Months.**

Table of milestone:

Sr. No	Physical/Financial Progress	Time allowed (from date of start)	Amount to be withheld in case of non-achievement of milestone
1	Work done amounting to half the value of tendered amount	Half Time Limit	2.5% of the tendered value of work will be withheld for failure of each milestone
2	Work done amounting to full value of tendered amount	Full Time Limit	

Authority to decide:

- (i) **Extension of time:** Assistant Engineer KCSD, CPWD, Pune.
- (ii) **Rescheduling of mile-stones:** Assistant Engineer KCSD, CPWD, Pune
- (iii) **Shifting of date of start in case:- delay in handing over of site** Assistant Engineer KCSD, CPWD, Pune

Clause 6 :- Applicable**Clause 7**

Gross work to be done together with net payment

/adjustment of advances for material collected, a) **1.50 lakhs**

If any, since the last such payment for being eligible to interim payment.

Clause 7A

No Running A/c Bill shall be paid for the work till the applicable labour licenses, registrations with EPFO, ESIC & BOCW Welfare Board whatever applicable are submitted by the contractor to the Engineer-in-charge.

Whether clause 7A shall be applicable.

Yes

Clause 10 A

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

Clause 10 B

Whether clauses 10 B shall be applicable.

N.A.

Clause 10 C

Applicable

Component of labour expressed as percent of value of work

100%

Clause 10CC

NA

Clause 11

Specifications to be followed For execution of work

As per CPWD Specification 2019, Vol. -I & II With up to date correction slips and as per manufacturers specification and as per direction of Engineer-in-charge.

Clause 12 Type of Work **Maintenance Work**

12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work.	100 % All Item
------------------------	---	-----------------------

(i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work) **100 % All Item**

(ii) Deviation limit for items in earth work sub head of DSR or related items. **100 % All Item**

Clause 16

Competent Authority for deciding reduced rates

Clause 18

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

Clause 25

Place of arbitration : Pune.

**Constitution of Dispute Redressal Committee: vide O/o No.55(Misc)/ADG(WR-II)/2014/1121-H,
Dated: 25.09.2014**

Constitution	For claims below Rs 25 lakhs	For claims above Rs 25 lakhs
Chairman	Director work (WR-I) CPWD Mumbai	CE WZ-I, CPWD
Member	EE PCD-II	SE Mumbai-I
	EE(P), O/o ADG(WR-I)	SE (W cum TLQA)
Presenting Officer	EE, PCD-I, Pune shall present the case but shall not have any part in decision making	SE, CPWD, Pune shall present the case but shall not have any part in decision making

Clause: 30 : Applicable
Unfiltered water supply

Clause: 31	:	Not Applicable
Hire of plant & Machinery		

Clause: 32**Requirement of Technical staff(s) and Recovery Rate**

S. No	Requirement of Technical Staff		Minimum experience (Years)	Designation of Technical Staff	Rate of which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)	
	Qualification	Number (of Major + Minor component)			Figures	Words
1.	Graduate Engineer (Civil) or Diploma holder (Civil)	1 of major component	2 or 5 Respectively	Project manager cum planning / quality /site/billing Engineer	Rs. 15,000/- Per month Per person (for Graduate Engineer with 2 years experience & Diploma Holder with 5 years experience)	Rupees Fifteen thousand per month per person

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

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% requirement of degree engineers.

CLAUSE – 33

GST, Building and other Construction Workers Welfare Cess or any other tax, levy or cess in respect of input for or output by this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in the respect except as provided under Clause 38. (OM No. DG/CON/298 dated 29.09.2017).

CLAUSE – 34

All tendered rates shall be inclusive of all taxes, levies or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and other Construction Workers Welfare Cess or any other tax, levy or cess applicable on inputs.

However, effect of variation in rates of GST or Building and other Construction Workers Welfare Cess or imposition or any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST),, levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes / levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule.

Clause 38

(i) **Schedule / statements for determining theoretical quantity of cement and bitumen**

Delhi Schedule of Rates- 2023 (Civil) with Upto date correction slips and Market Rate

(ii) **Variations permissible on theoretical quantities.**

(a) **Cement for works with estimated cost put to**

tender more than 5 lakhs.

2% plus & nil on minus

(b) **Bitumen for all works**

2% plus & nil on minus

(c) **Steel reinforcement and structural steel sections for each diameter, section and category.**

3 % wastage, 2% plus & nil on minus

(d) **All other materials**

Nil.

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

(a) Civil :-

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
1.	a.Cement PPC	Not applicable	Not permissible
	b. Cement OPC 43 grade	Not applicable.	Not permissible
2.	Steel reinforcement	Not applicable.	Not permissible

(b) Electrical & Mechanical :

NIL.

INTEGRITY PACT

To,

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

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

Dear Sir,

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

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

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

Yours faithfully

Executive Engineer

To,
The Executive Engineer,
.....
.....

Sub: Submission of Tender for the work of

Dear Sir,

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

President of India represented through Executive Engineer,
(Name of Division)
CPWD,, (Hereinafter referred as the
(Address of Division)

‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)
through (Hereinafter referred to as the
(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (hereinafter referred to as **“Tender/Bid”**) and intends to award, under laid down organizational procedure, contract for
.....
.....
(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 endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in

violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose **(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 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 from the tendering process who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tendering 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 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 :

FORM OF EARNEST MONEY (BANK GUARANTEE)

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (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 unto (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this day of 20... .

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR
 - (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR
 - (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to 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.

This Guarantee will remain in force up to and including the date*

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

DATE
WITNESS

SIGNATURE OF THE BANK
SEAL
(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

Form of Performance guarantee /Bank guarantee bond

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement betweenand..... (hereinafter called "the said contractor(s)" for the work (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We..... (hereinafter referred to as the "Bank") hereby undertake to
(indicate the name of the Bank)
pay to the Government an amount not exceeding Rs (Rupees.....
.....only)
on demand by the Government.
2. Wedo hereby undertake to pay the amounts due and payable
(indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only).
3. We, the said Bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
4. We..... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and It shall continue to be enforceable till all the dues 01 the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Government, certifies that the terms and conditions of the said agreement have been tully and properly carried out by the said contractor(s). and accordingly discharges this guarantee.
5. We..... further agree with the Government that the Government. (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our Obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any Indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We.....lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Government in writing.
8. This Guarantee shall be valid up to unless extended on demand by the 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 extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.
- Dated the..... day of.....

For.....

(indicate the name of the Bank)

Contractor

**Assistant Engineer KCSD,
CPWD, Pune.**

GENERAL CONDITIONS

1. Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items, the work shall generally be carried out in accordance with the “CPWD Specifications - 2019 (Vol. I & II) for civil works with up to date correction slips and CPWD Specification for Horticulture works with up to date correction slips (hereinafter to be collectively referred to as „CPWD Specifications“). Wherever CPWD Specifications are silent, the latest BIS Codes/Specifications, National Building Code 2016, MoRTH specification or any other specification shall be followed.
2. The order of preference in case of any discrepancy as indicated in condition No. 8.1 under “Conditions of Contract” given in standard CPWD Contract form may be read as the following:
 - i. Nomenclature of items as per Schedule of Quantities
 - ii. General/ Special Conditions and Particular Specifications as provided forming part of tender document.
 - iii. CPWD Specifications with up to date Correction slips
 - iv. Architectural/Structural drawings
 - v. Contract & Clauses as per Standard CPWD GCC form 2023.
 - vi. Indian Standard Specifications of BIS
 - vii. National Building Code -2016
 - viii. Sound Engineering Practices
 - ix. Manufacturer’s specifications.
 - x. Decision of Engineer-in-charge shall be applicable where none of the above is to be applied.

A reference made to any Indian Standard Specifications in these documents, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The Contractor shall keep at his own cost all such publications of relevant Indian Standard applicable to the work at site.

3. The contractor(s) shall get himself acquainted with nature and extent of the work and satisfy himself about the availability of materials from kiln or approved quarries for collection and conveyance of materials, suitable location for construction of godown, store, camp, transport facilities the extent of leads and lifts.
4. The tenderer shall acquaint himself with the proposed site of work, its approach roads, working space available etc. before quoting his rates and no claim on this account shall be entertained by the department.
5. The contractor(s) shall inform/issue notices to the Municipality, police and other authorities that may be required as per law and obtain all requisite permission/ licenses for temporary obstructions, enclosures etc. Contractor(s) shall pay all fee, taxes and charges which may be leviable on account of these operations in executing the contract. He shall make good any damage to the property whether public or private and shall supply and maintain lights either for illumination or for cautioning the public at night.
6. The Contractor shall not stack building material /malba /muck/ rubbish on the land or road of the local development authority or on the land owned by the others, as the case may be. So the muck, rubbish etc. shall be removed periodically as directed by the Engineer-in-Charge, from the site of work to the approved dumping grounds as per the local byelaws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the Contractor.
7. In case, the Contractor is found stacking the building material / malba as stated above, the Contractor shall be liable to pay the stacking charges / penalty as may be levied by the local body or any other

authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The Engineer –in-Charge shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above counts, from any sums due to the Contractor including amount of the Security Deposit and performance guarantee in respect of this contract agreement.

8. The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of smoke, streams and water-ways. He shall make good at his cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, cross drainage works or public or private property whatsoever caused thereon by the contractor. All waste or superfluous materials shall be carried away by the contractor without any reservation entirely to the satisfaction of the Engineer-in-Charge.
9. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining buildings. No claim what so ever on account of site constraints mentioned above or any other site constraints, inadequate availability of skilled, semi-skilled or unskilled workers in the near vicinity, non-availability of construction machinery spare parts and any other constraints not specifically stated here, shall be entertained from the Contractor.
10. The contractor shall conduct work so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
11. The successful tenderer shall co-ordinate with other contractors and agencies engaged in the construction of building, if any, and exchange freely all technical information so as to make the execution of this works 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 successful tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the successful tenderer himself.

12. RATES :

- i. The rates quoted by the contractor are deemed to be inclusive of site clearance, setting out work, profile, establishment of reference bench mark, spot levels, construction of all safety and protection devices, barriers, earth embankments, preparatory works, all testing of materials, working during monsoon, working at all depths, height and locations etc. unless specified in the schedule of quantities.
- ii. Royalty at the prevailing rates wherever payable shall have to be paid by the contractor on the boulders, metal, shingle, sand and bajri etc. Or any other material collected by him for the work direct to revenue authorities and nothing extra shall be paid by the department for the same.
- iii. No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the govt. property and work for which the payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The contractor shall be fully responsible for safety and security of his material, T&P, Machinery brought to the site by him.
- iv. The contractor shall deploy resources e.g. manpower, labour, T&P, Plant & Equipment etc. as per

- actual requirement of work. No damages/compensation shall be payable on account of idle manpower, labour, T&P, Plant and Equipment and loss of profit etc. for whatsoever reason.
- v. The rates for all items of work shall, unless clearly specified otherwise, include cost of all labour, material, tools and plants and other inputs involved in the execution of the item.
 - vi. The contractor (s) shall quote all-inclusive rates against the items in the schedule of quantities and nothing extra shall be payable for any of the conditions and specifications mentioned. In the tender documents unless specifically specified otherwise.
 - vii. Unless otherwise specified in the schedule of quantities the rates for all items shall be considered as inclusive of pumping/baling out water, if necessary, for which no extra payment shall be made. Those conditions shall be considered to include water from any source such as inflow of flood, surface and sub-soil water etc. and shall apply to the execution in any season.
13. The work shall be executed and measured as per metric dimensions given in the Schedule of quantities, drawings etc. as applicable.(FPS units wherever indicated are for guidance only).Unless otherwise specified in the schedule of quantities, the rates tendered by the contractor shall be inclusive of all costs & taxes and shall apply to all leads and lifts and nothing extra shall be payable on this account.
 14. All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, temporary barricading or fencing around the working sites, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, protection works, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement & other storage, fabrication yard, site laboratory, water tank etc.
 15. All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
 16. The contractor(s) shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed. The stacking shall take place as per stacking plan however, if any change is required, the same shall be done with the approval of Engineer-in-Charge.
 17. The Contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department/arranged by the contractor.
 18. The work of water supply, internal sanitary installations and drainage etc. shall be carried out as per the bylaws of the Municipal Corporation or any other local body and the contractor shall produce necessary completion certificates from such authority after completion of work.
 19. In case of local Municipal regulations / restrictions by client /non-availability space at site if huts for labour are not allowed to be erected at the site of work, the contractor shall be required to provide such accommodation at suitable place at his own cost and nothing extra shall be paid on this account.
 - 20. Contractor has to strictly follow minimum wages act and ensure all labour laws should be followed during work.**

Special Conditions of Computer Operator & Office Boy

- 1) Computer operator have knowledge in MS Word document, Excel sheet and whole computer operating system.
- 2) Contractor's quoted rates shall include all charges if any.
- 3) Minimum duty will be of 8 hours every day and if required the duty shall be extended for which no over time is allowed. Rates are net and on the monthly basis.
- 4) Helper provided for filing / stitching and other misc works.
- 5) CPWD has right to accept or reject any or all tenders without assigning any reason.
- 6) Any staff deployed on the job if found to violate the instruction Enter into unlawful active or create nuisance in the premises shall be removed from the work as when instruction issued to the same in the way.
- 7) The agency should take due safety precaution while executing the job and should be insured for any mishap. It will be the responsibility of the agency to settle & responsible for the same any way.
- 8) Computer Operator: Graduate and above in any stream having minimum experience of 5 years as computer operator.
- 9) The deployed persons for this work must have excellent conduct and character. The deployed person shall always be well dressed to the work to maintain the decorum of the office.
- 10) The department shall be at liberty to discontinue / terminate the tender any time, if the performance is not found satisfactory or otherwise also, without assigning any reason. The decision of Engineer-in-charge regarding above shall be binding on contractor.
- 11) Computer operator shall be graduate having requisite experience. In case requisite experience is not provided, the individual may be rejected/accepted subjected to decision by Engineer-in charge. In such case (less experience), suitable recovery will be made under relevant clause. No extra payment will be made for experience more than the desired experience.
- 12) The staff deployed by the firm will be staff of the contractor itself and shall not have any right for regular service in the department. Qualified operators not below graduation, well versatile in typing in English and Hindi both shall be deployed for this work.
- 13) The payment shall be made to firm as per clause 7 in Schedule F, monthly / quarterly basis subject to availability of the budget / LOC, however the firm has to pay his staff regularly on monthly basis as per Labour laws.
- 14) The contractor shall maintain the attendance register to ensure attendance of the staff. Payment shall be released in proportion to such attendance register or report of the concerned officer under which the staff shall be attached. Office time shall start from 9:30am in the morning.
- 15) The staff shall be allowed to avail the gazette holidays as declared by the Central Govt. of India applicable for the Maharashtra region.
- 16) If any staff is absent from duty, the contractor will depute substitute for the same. In case no substitute is provided, proportionate amount shall be deducted on per person, per day basis.
- 17) The firm is required to pay the salary to the staff in their bank accounts directly.
- 18) The firm shall abide by all labour laws and regulations.
- 19) The rates quoted are subject to deduction of income tax and other taxes applicable under rules.
- 20) No TA, DA, Uniforms, Medical facilities, Govt. accommodation or HRA etc. will be paid/ provided by the department.
- 21) Department shall not have any responsibility or liability of any kind in respect of accident with staff employed by the contractor under this agreement.
- 22) The contractor has to take care of electronic gadgets, computer system & Parts etc. for any damage done due to contractor's staff negligence the recovery will be made from contractor for its repairs.
- 23) The agency has to make payment to all the person deployed up-to 7th day of each calendar month.

PART – B					
CENTRAL PUBLIC WORKS DEPARTMENT					
	Division : Pune-I			Circle : Pune	
SCHEDULE OF QUANTITIES					
Name of Work : Providing services of Skilled / Clerical / Computer Operators @ KCSD, EE Pune - I CPWD Under Pune - 24 w.e.f July 2026					
Item No	Description of Items	Unit	Qty	Rate	Amount
1	Providing services of Various Category of workder required as per their skill level for carrying out differint type of jobs assinged for that skill level and as per direction Engineer -in-charge. (Note :- Specification and Rules should be follow as per Government of India rules vide order No. F.No. 1/6(3) - 2025 - LS-II Dated : 30.03.2026 and amended upto date) and amended upto date)				
1.1	Skilled / Clerial (to be deployed 5/6 days per week, full filling duty of minimum working hours as per Government of India riles vide order No. F.No. 1/6(3) - 2025 - LS-II Dated : 30.03.2026 and amended upto date)	months	16.50	36279.00	5,98,605.00
	TOTAL				5,98,605.00

सहायक अभियन्ता,
खडकवासला केंद्रीय उपमंडल,
केलोनिवि, खडकवासला, पुणे-24