

INDEX

**Name of work:- (1) ARMO of Elect. Services at Income Tax Office Building, Hisar.
(2) ARMO of Elect. Substation, generator set & fire alarm at Income Tax Office Building, Rohtak. (SH: Outsourcing of electrical services)**

<u>S.No</u>	<u>Description</u>	<u>PAGE</u>
1.	Information & Instructions for bidder for 'E' bidding	02-03
2.	NIT form CPWD-6, EMD Receipt	04-08
3.	Contract Form CPWD-7	09-10
4.	Schedule A to F, Table of Milestone Integrity Pact	11-21
5.	Terms & Conditions with Approved makes	22-25
6.	Schedule of work	26

Certified that this N.I.T. contains page 1 to 26

N.I.T. No. 46/EE(E)/KED/2026-27/Karnal/Recall-1 is approved for Rs. 971196/-

ASSISTANT ENGINEER-(E)-P

**EXECUTIVE ENGINEER (E),
KED, CPWD, Karnal**

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

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

The Executive Engineer (E), Karnal Central Electrical Division, CPWD, 208-D, HSIIDC, Industrial Area, Sec-3, Karnal-132001 (Ph. 0184-2220460, Email- cpwdknl@yahoo.in) on behalf of President of India invites the online percentage rate tenders from approved and eligible Contractors of CPWD of appropriate class & **category** for the following work:-

Sr · No.	NIT No.	Name of work & Location	Estimated cost put to Bid	Earnest Money	Period of Completion	Last date & time of submission of bid, original EMD, copy of receipt for deposition of original EMD and other documents as specified in the NIT	Time & date of online opening of tender
1	2	3	4	5	6	7	8
1	46/EE(E)/KED/2 026- 27/Karnal/Recall- 1	(1) ARMO of Elect. Services at Income Tax Office Building, Hisar. (2) ARMO of Elect. Substation, generator set & fire alarm at Income Tax Office Building, Rohtak. (SH: Outsourcing of electrical services)	Rs. 971196/-	Rs. 19424/-	12 Months	On 08/10/2026	On 08/10/2026

- 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.
- 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 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.etender.cpwd.gov.in** or **www.cpwd.gov.in** free of cost. Press notice will also be available on Central Public Procurement Portal (URL <http://eprocure.gov.in>) through system link.
- The bid can only be submitted after **deposition of original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer CPWD within the period of bid submission** and uploading the mandatory scanned documents such as 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 (E), Karnal Central Electrical Division, CPWD, Karnal as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer, CPWD** and other documents as specified.
The contractors already registered on the e-tendering portal will have option to continue by paying tender processing fee upto one year from the date of registration, or to switch over to (new) registration without tender processing fee any time. All new registrations from 01-04-2015 will be without tender processing fee.
- Those contractors not registered on 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.
- The intending bidders must have valid Class-III digital signature to submit the bid.
- On opening date of the financial bid, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- Contractor can upload documents in the form of JPG format and PDF format.

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

11. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink color and the moment rate is entered, it turns sky blue.
12. 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.
13. 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 and Programme Chart (Time and Progress) within the period specified in Schedule F. The letter of award shall be issued to the lowest contractor only on receipt of applicable labour licenses, registration with EPFO, ESIC and BOWC Welfare Board or on submitting the proof of applying thereof. 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 received from the contractor by the Engineer-in-Charge.
14. In terms of OM No. DG/CON/255A dated 10.08.2011, it shall be mandatory to sign the Integrity Pact by the bidder failing which bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected in case of manual tendering. However; where e-tendering is followed, Integrity Pact of the bid document shall be signed between EE in-charge of Division and the successful bidder after acceptance of the bid.
15. The composite contractor shall have electrical license to execute the electrical work or he has to associate an electrical contractor to execute the electrical work.
16. **Note:- Contractors have to upload their Current address, E-mail ID, contact no. etc for future correspondence.**
17. **List of Documents to be scanned and uploaded on due date and time mentioned above:**

(i)	Treasury Challan/ Demand Draft / Pay Order or Banker's Cheque / Fixed Deposit Receipts/ Deposit at Call Receipt / Bank Guarantee of any scheduled bank against EMD. (As per OM No. DG/Manual-2024/22 dated 23.03.2026 i.e; EMD shall be made / issued only from the account of the bidder / tenderer submitting the bid/tender. EMD made/ issued from the account other than that of the bidder/ tenderer submitting the bid, shall not be accepted)
(ii)	Copy of receipt for deposition of original EMD <i>with division office of any Executive Engineer including NIT issuing EE, CPWD.</i>
(iii)	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."
(iv)	Valid Enlistment order of the CPWD contractors in appropriate class in composite category.
(v)	Valid Electrical Contractor's License, if available with composite category contractor. If not, then the undertaking is to be submitted by composite category contractor to associate the agency with Valid electrical License for execution of EI work.
(vi)	ERP training Certificate
(vii)	Any other document as specified in the NIT.

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

CENTRAL PUBLIC WORKS DEPARTMENT

CPWD-6 FOR e-TENDERING

 सत्यमेव जयते	GOVERNMENT OF INDIA CENTRAL PUBLIC WORKS DEPARTMENT	 CPWD
---	--	---

1. **The Executive Engineer (E), Karnal Central Electrical Division, CPWD, 208-D, HSIIDC, Industrial Area, Sec-3, Karnal-132001 (Ph. 0184-2220460, Email- cpwdknl@yahoo.in)** on behalf of President of India invites the online Percentage Rate tenders from approved and eligible Contractors of CPWD registered in **appropriate class & category for the following work:-**

“(1) ARMO of Elect. Services at Income Tax Office Building, Hisar. (2) ARMO of Elect. Substation, generator set & fire alarm at Income Tax Office Building, Rohtak. (SH: Outsourcing of electrical services).”

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

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

- 1.1 The work is estimated to costs **Rs. 971196/-** This estimate, however, is given merely as a rough guide.

- 1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. **Executive Engineer (E), Karnal Central Electrical Division, CPWD, Karnal** will deal with all matters relating to the invitation of bids.

- ~~1.1.2 For bid, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to bid.~~

- 2 Agreement shall be drawn with the successful bidder on prescribed **Form No. CPWD 7** which is available as a Govt. of India Publication and also available on website **www.cpwd.gov.in**. Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

- 3 The time allowed for carrying out the work will be **12 Months** whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

- 4 (i) The site for the work is available.

- (ii) ~~The architectural and structural drawings shall be made available in phased manner, as per the 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 also be seen from website **www.etender.cpwd.gov.in** or **www.cpwd.gov.in** free of cost.

- 6 After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of 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 items) but before last time and date of submission of tender as notified.

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

- 8(a) 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 (Electrical), Karnal Central Electrical Division, CPWD, Karnal**) 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 (E) inviting bids or division office of any Executive Engineer, CPWD, within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT.

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

- 8(b) Copy of enlistment order and certificate of work experience and other documents as specified in the NIT 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 NIT shall have to be submitted by the lowest bidder only within a week from the date of opening of the price bid physically in the office of tender opening authority.**

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

The bid documents shall be opened on **08/10/2026**.

9. The bid submitted shall become invalid if:-
- (i) The bidder is found ineligible.
 - (ii) The bidder does not deposit original EMD with division office of any Executive Engineer, CPWD.
 - (iii) The bidder does not upload all the documents (including GST registration and acknowledgement of upto date filed return) as stipulated in the bid document **including the copy of receipt of deposition of original EMD.**
 - (iv) 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.
 - (v) If a tenderer quotes nil rates against each item in percentage rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in Item Rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- 10 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 re-tendering process of the work.
11. The contractor whose bid is accepted will be required to furnish **performance guarantee of 5% (Five Percent) of the tender amount or Estimated Cost Put to Tender (ECPT) (Whichever is higher)** as mentioned in Schedule 'E'. This guarantee shall be in the form of 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 bidder 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.

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

The earnest money deposited along with the tender shall be returned after receiving aforesaid performance guarantee. **The tenderer will be suspended for one year & shall not be eligible to bid for CPWD tenders from date of issue of suspension order.**

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 and Programme Chart (Time and progress) within the period specified in Schedule "F".

12. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their 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 bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent upon 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.
In addition to the above, bidders are to be advised to see for themselves the bridges existing on the approach passage to the site for assessing the position with regard to carriage of building materials and T&P, Nothing extra shall be payable to the successful bidder for any type of existing restricted conditions with regards.
13. 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.
14. 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.
15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to tender for works in the CPWD Circle Office 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 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.
17. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
18. **The bid for the works shall remain open for acceptance for a period of thirty (30) days from the date of opening of bid.** If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

remedy, be at liberty to take suitable action as per rule. ~~forfeit 50% of the said earnest money as aforesaid.~~ Further the bidders shall not be allowed to participate in the re-bidding process of the work.

19. This notice inviting bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign contract consisting of: -

a) The Notice Inviting bid, all the documents including Special Conditions, General Specifications/ Additional Specifications/ Particular 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** (GCC for CPWD Works 2023) amended upto last date of submission of bid.

21. For Composite Bids

~~21.1.1 The EE in charge of the Division 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 tender.~~

21. The bid document will include following components:

PART-A: CPWD-6, CPWD form - 7 including schedule A to F for the work, Standard General Conditions of Contract for CPWD 2023 with all amendments/modifications upto date of submission of bid.

PART-B: General/ Special Conditions/Commercial & Technical, Particular Specifications of the work.

Part C:- Schedule of quantities of the work.

~~21.2 The eligible bidders shall quote rates for all items.~~

~~22.1.5 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 in charge of minor components. One such signed set of agreement shall be handed over to EE in charge of minor components. EE of major component will operate Part A, Part C and Part D of the agreement. EE in charge of minor component(s) shall operate Part B & Part D of the agreement.~~

~~21.1.6 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.~~

~~21.1.7 Security Deposit will be worked out separately for each component corresponding to the tendered amount of the respective component of works.~~

~~21.1.8 The main contractor has to associate agency(s) for work of VRV/VRF type Air Conditioning System conforming to eligibility criteria as defined in the tender document and has to submit detail of such agency(s) to Engineer in charge within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer in charge of major component(s).~~

~~21.1.9 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 respective Engineer in charge/ DDH of the agreement. The new agency/ agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer in charge of respective discipline 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.~~

~~21.1.10 The main contractor has to enter into agreement with contractor(s) associated by him for execution of audio/ video system. This agreement must contain terms and conditions of payment between the main contractor and associate contractor. Copy of such agreement shall be submitted to EE (Elect.), KCED, CPWD, Karnal, in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement/MoU with the new contractor associated by him with prior approval of Engineer in charge concern.~~

~~21.1.11 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.~~

~~21.1.12A. The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of composite work shall be recorded by Engineer in charge of major component after record of completion certificate of all other components.~~

~~21.1.13B. Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass and paid the final bill for their component of work.~~

~~22. It will be obligatory on the part of the bidder to sign the bid documents for all components before the first payment is released.~~

~~23. In case of reduction in scope of work no claim on account of reduction in value of work, loss of expected profit, consequential overheads etc shall be entertained.~~

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

24. 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 / Fixed Deposit Receipts/ Deposit at Call Receipt / Bank Guarantee of any scheduled bank against EMD. (As per OM No. DG/Manual-2024/22 dated 23.03.2026 i.e; EMD shall be made / issued only from the account of the bidder / tenderer submitting the bid/tender. EMD made/ issued from the account other than that of the bidder/ tenderer submitting the bid, shall not be accepted)
(ii)	Copy of receipt for deposition of original EMD <i>with division office of any Executive Engineer including NIT issuing EE, CPWD.</i>
(iii)	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."
(iv)	Valid Enlistment order of the CPWD contractors in appropriate class in composite category.
(v)	Valid Electrical Contractor's License, if available with composite category contractor. If not, then the undertaking is to be submitted by composite category contractor to associate the agency with Valid electrical License for execution of EI work.
(vi)	Any other document as specified in the NIT.
(vii)	ERP training Certificate

25. Receipt of deposition of original EMD

Receipt No. _____ dated _____

1.	Name of work	:	(1) ARMO of Elect. Services at Income Tax Office Building, Hisar. (2) ARMO of Elect. Substation, generator set & fire alarm at Income Tax Office Building, Rohtak. (SH: Outsourcing of electrical services)
2.	NIT No.	:	46/EE(E)/KED/2026-27/Karnal/Recall-1
3.	Estimated Cost	:	Rs.971196/-
4.	Amount of Earnest Money Deposit	:	Rs. 19424/-
5.	Last date of submission of bid	:	08/10/2026

(*To be filled by / EE at the time of issue of NIT and uploaded alongwith NIT)

1. Name of Contractor :
2. Form of EMD#
3. Amount of original Bank guarantee as :#
Earnest Money Deposit
4. Date of submission of EMD :#

Signature, Name and Designation of EMD
receiving Officer (EE/AE(P)/AE/AAO)
alongwith Office Stamp

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

CPWD FORM NO.7
GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

STATE: Haryana
BRANCH: E&M

Circle: Karnal Circle
DIVISION: KED, Karnal

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

(A) Tender for the work of: -

“(1) ARMO of Elect. Services at Income Tax Office Building, Hisar. (2) ARMO of Elect. Substation, generator set & fire alarm at Income Tax Office Building, Rohtak. (SH: Outsourcing of electrical services).”

- i) To be submitted/uploaded online on 08/10/2026 through website **www.etender.cpwd.gov.in** or **www.cpwd.gov.in** to **Executive Engineer (E) Karnal Electrical Division, CPWD, Karnal.**
- ii)
- iii) To be opened online in presence of tenderers who may be present on 08/10/2026 in the office of **Executive Engineer (E) Karnal Electrical Division, CPWD, Karnal.**

T E N D E R

I/We have read and examined the Notice Inviting Tender, Schedule A, B, C & D Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special Conditions, Schedule of Rate and 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 / Special conditions, Designs, Drawings and instructions in writing as referred to in this tender document and with such materials as are provided for, by and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **(30) thirty Days** from the date of opening of tender and not to make any modifications in its terms and conditions.

A sum of **Rs.19424/-** is hereby forwarded in Cash / Receipt Treasury Challan / FDR/ Deposit at Call Receipt of a Scheduled Bank/ FDR of a Scheduled Bank / Demand Draft of a Scheduled Bank/ Bank guarantee issued by a schedule 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 successor in office shall without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money absolutely. Further, if I/we fail to commence the work as specified. I/we agree that President of India or his successors in office shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the Performance Guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 & 12.3 of the tender form. **Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.**

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

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 from the 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 therefrom to any person other than a person to whom I/we/am/are may 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: - ☐			
		Telephone No.	
		Fax:-	
		E-Mail:-	

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.

For & on behalf of the President of India.

i) ☐	Signature ☐
ii) ☐	
iii) ☐	
iv) ☐	

Dated: -

Executive Engineer

☐	To be filled in by the Executive Engineer
☐	To be filled in by the contractor

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

SCHEDULES (A to F)

SCHEDULE 'A'

Schedule of quantities

- **As per BOQ**

Estimated Cost put to tender

- **Rs. 971196/-**

SCHEDULE 'B'

Schedule of materials to be issued to the contractor

S.No.	Description of item.	Quantity.	Rate in figures & words at which the material will be charged to the contractor	Place of issue
(1)	(2)	(3)	(4)	(5)
			NIL	

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S.NO.	DESCRIPTION.	HIRE CHARGES PER DAY	PLACE OF ISSUE
		NIL	

SCHEDULE 'D'

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

NIL

SCHEDULE 'E'

Reference to General Conditions
of Contract:

General Conditions of contract 2023 for CPWD works
amended up to date of submission of tender.

1.1 Name of Work:

**“(1) ARMO of Elect. Services at Income Tax
Office Building, Hisar. (2) ARMO of Elect.
Substation, generator set & fire alarm at
Income Tax Office Building, Rohtak. (SH:
Outsourcing of electrical services)”**

1.2 Estimated Cost of work: -

Rs. 971196/-

1.3 Earnest Money: -

Rs. 19424/-

1.4 Performance Guarantee

**(a) 5% of Tender Value or Estimated Cost Put to
Tender (ECPT) (Whichever is higher)**

**(b) Where the tendered amount is less than
eighty percent (80%) of the Estimated Cost Put to
Tender (ECPT), the Performance Guarantee, in
addition to the requirement under (a) above, shall
be increased by an amount equal to the
difference between eighty percent (80%) of the
ECPT and the tendered amount**

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

1.5 Security Deposit	2.50% of tendered value.
SCHEDULE 'F':-	
General Rules & Directions:-	
Officer Inviting Tender	Executive Engineer (E), KED, CPWD, KARNAL
Definitions:-	
2(i) Engineer-In-Charge	Executive Engineer (E), KED, CPWD, Karnal.
2(ii) Accepting Authority	Executive Engineer (E), KED, CPWD, Karnal.
2(iii) Percentage on cost of materials and Labour to cover all overheads and Profits	15%
2(iv) Standard Schedule of Rates	Delhi Schedule of Rates 2025 & MR
2(v) Department	Central Public Works Department
2(vi) Standard CPWD Contract Form	GCC 2023 maintenance and CPWD Form 7 as amended/ modified up to the date of submission of tender.
Clause-1:	
(i) Time allowed for submission of Performance guarantee after date Of issue of letter of acceptance	07 days
(ii) Maximum allowable extension with late fee @0.1% per day of the Performance guarantee amount beyond the period provided in (i) above	3 days
Clause-2:	
Authority for fixing compensation Under Clause 2	Superintending Engineer, CPWD, Karnal
Clause – 2A:	
Whether clause-2A shall be Applicable.	Not applicable
Clause-5:	
Number of days from the date of issue of letter of acceptance for reckoning date of start	10 days
Mile Stone	Refer Para (A) Table of Milestones
Time allowed for execution of work	12 Months
Authority to decide	
i. Extension of time for completion of work.	Executive Engineer (E), KED, CPWD, Karnal.
Clause-6:-	
Clause applicable- (6):-	Clause 6A
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. 3 lacs
Correction—Nil	Deletion—Nil
Insertion—Nil	Overwriting—Nil

Clause-7A:-Regarding applicability of labour laws:-
Related to labour license, registration of
Contractor with EPFO, ESIC and BOCW
Welfare board

Yes, Applicable

Clause-10A:-

NA

Clause-10-B (ii).

Whether clause 10-B (ii) shall be
applicable

Not, Applicable

**Clause-10C:- Component of labour expressed
as percentage of value of work**

85%

.

Clause 10 CA

N/A

Materials covered under this clause:	Nearest material (other than cement, reinforcement bars and structural steel) for which All India Whole sale Price Index to be followed	Base Price of the materials covered under 10 CA. (January, 2016)
Nil	Nil	Nil

Clause-10-CC: -

Component of Materials of Civil work (except
materials covered under clause 10CA)

Not Applicable.

Nil

Component of Labour expressed as %age

of total value of work-----

NIL

Component of POL expressed as %age of total
value of Civil work

NIL

Clause-11:- Specifications to be followed
for execution of work.

C.P.W.D. Specifications General Specification
for Electrical Works Part I Internal - 2023.
CPWD General Specification for Electrical Works
(Part II External)-2023
CPWD General Specification for Electrical
Works (Part III Lifts & Escalators)-2003
CPWD General Specification for Electrical
Works Part IV Substation - 2013.
CPWD General Specification for Electrical
Works Part V Wet riser & sprinkler system -
2020. CPWD General Specifications for
Electrical Works Part VI Fire Detection and
Alarm System – 2018.
CPWD General Specification for Electrical
Works Part VII DG Sets - 2013.
CPWD General Specification for Electrical
Works Part VIII Gas Based Fire Extinguishing
System - 2013.
CPWD General Specification for Heating
Ventilation & Air-Conditioning-2024 (as amended
up to date).

Clause-12:- Type of Work:

Correction—Nil

Deletion—Nil

Maintenance Work

Insertion—Nil

Overwriting—Nil

12.2 & 12.3	Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work in superstructure.	No Limit
12.5	(i) Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation works (except items mentioned in earth work Sub-Head in DSR and related items)	N/A
	(ii) Deviation limit for items in Earth work Sub-head of DSR and related items	N/A

(As per Modifications made in GCC 2023 via office memorandum no. DG/CON/Maintenance 2023/03 dated 18.12.2023 & DG/CON/Construction 2023/03 dated 06.12.2023)

Clause-16:- Competent Authority for Deciding reduced rates. Superintending Engineer, CPWD, KNL.

Clause 18:- List of mandatory machinery, tools & plants to be deployed by the Contractor at site As required for timely execution of work

Clause-25:

Constitution of Dispute Redressal Committee (DRC)	Component Authority to appoint DRC
DRC shall constitute one Chairman and two members.	Chief Engineer or Additional Director General

Clause-32 (i):- Requirement of Technical Representative(s) and Recovery Rates

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation	Minimum Experience	Number	Rate at which recovery shall be made from contractor in the event of non-deployment.	
						Figures	Words
1.	Graduate Engineer or Diploma Engineer	Elect.	Project Planning/ Site/ Billing Engineer	2Years or 5Years	1 No.	Rs. 15000/- Per Month	Rs. Fifteen Thousand Per Month.

~~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-42:-

- ~~i) a) Schedule / Statement for determining theoretical quantity of cement & bitumen As per Delhi Schedule of Rates 2014 with amendments upto the date of submission of tender.~~
- ~~ii) Variations permissible on theoretical quantities.~~
- ~~a) Cement for works with estimated cost 2% plus / minus. put to tender for more than ` 5 Lacs.~~
- ~~b) Steel Reinforcement and structural steel sections for each diameter, section and category. 2% plus / minus.~~
- ~~c) All other materials. Nil.~~
- ~~d) Bitumen for all work. 2.5% Plus only and NIL on minus side.~~

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

INTEGRITY PACT

To,

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

Sub: NIT No. **46/EE(E)/KED/2026-27/Karnal/Recall-1** for the work: **“(1) ARMO of Elect. Services at Income Tax Office Building, Hisar. (2) ARMO of Elect. Substation, generator set & fire alarm at Income Tax Office Building, Rohtak. (SH: Outsourcing of electrical services)”**

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

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

INTEGRITY PACT

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

Sub: Submission of Tender for the work of: **“(1) ARMO of Elect. Services at Income Tax Office Building, Hisar. (2) ARMO of Elect. Substation, generator set & fire alarm at Income Tax Office Building, Rohtak. (SH: Outsourcing of electrical services)”**

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)

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 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.
 - I 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

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

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.

d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- (i) 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

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 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:

(ii)
(signature, name and address)

(iii)
(signature, name and address)

Place:

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

(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**

- i) Whereas the Executive Engineer(E), **Karnal Electrical Division, CPWD, Karnal** on behalf of the President of India (hereinafter called "The Government") has invited bids..... dated for **(1) ARMO of Elect. Services at Income Tax Office Building, Hisar. (2) ARMO of Elect. Substation, generator set & fire alarm at Income Tax Office Building, Rohtak. (SH: Outsourcing of electrical services)** The Government has further agreed to accept irrevocable Bank Guarantee for Rs..... (Rupees only) valid upto (date)*..... as **EMD receipt Form** 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(E), **Karnal Electrical Division, CPWD, Karnal** 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 **(1) ARMO of Elect. Services at Income Tax Office Building, Hisar. (2) ARMO of Elect. Substation, generator set & fire alarm at Income Tax Office Building, Rohtak. (SH: Outsourcing of electrical services)** The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)..... as **Performance Guarantee/security Deposit/Mobilization Advance** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement

2. We, (indicate the name of the bank)..... (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs..... (Rupees only) on demand by the Government within 10 days of the demand.
3. We, (indicate the name of the Bank)....., do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall, be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
4. We, (indicate the name of the Bank), further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
5. We, (indicate the name of the Bank)....., further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. We, (indicate the name of the Bank)....., further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

proceeding against the contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, (indicate the name of the Bank)....., undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees only) and unless a claim in writing is lodged with us within the date of expiry or 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 |
| 2. | Signature.....
Name and address | Name
Designation
Staff Code No.
Bank Seal |

Bank Seal

* Date to be worked out 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.

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

GENERAL TERMS AND CONDITIONS

Name of work:- “(1) ARMO of Elect. Services at Income Tax Office Building, Hisar. (2) ARMO of Elect. Substation, generator set & fire alarm at Income Tax Office Building, Rohtak. (SH: Outsourcing of electrical services)”

1. The work shall be executed as per CPWD General Specification of electrical works amended up to date.
2. The work shall be carried as per the direction and satisfaction of Engineer-in-charge.
3. The staff deployed on the work must possess qualification as given below:-
 - a) Wireman/Operator must have valid Electrical license or ITI in respective trade with minimum Five years experience in handling electrical equipments.
 - b) Helper/Khallasi having two years experience shall be 10th Pass & able to read & write Hindi.
4. The contractor will have to submit the details of worker like name, qualification, experience certificate as applicable to Engineer-in-Charge at the time of submission of PG.
5. The contractor shall be fully responsible for character and credentials and safety of the staff deployed by them at site. The staff deployed shall only be the liability of the contractor. No claim for continuation in service shall be entertained after expiry of contract period.
6. The contractor shall provide all necessary tools and plants to his workmen.
7. It is the responsibility of the contractor to keep the electrical installations neat & clean.
8. The scope of the work includes supply of all sundry material such as cotton waste, grease, duster, soap, fuse wire.
9. HSD required for carrying out the operation and maintenance services will be supplied at site by the Client Department.
10. All dismantled materials shall be returned to the department.
11. The contractor shall assess and provide materials for preventive maintenance & break downs well in advance to attend the complaint within the stipulated time period. Material should be got approved before procurement at site from the Engineer-in-Charge under the scope of work.
12. Log books, periodic inspection books, complaint register, workers diary, task register, MAS register, dismantled material register, pens & history books shall be supplied and maintained by the contractor as per Performa decided by Engineer-in-Charge/ CPWD & same shall be liable for verification by Engineer-In-Charge or his representative as and when required. Cost of log book/ registers/ stationary shall be borne by the firm.
13. The contractor has to arrange maintenance works of substation through competent staff having valid H.T. license. Contractor has to attend all kinds of breakdown complaints of sub-station within scope of work.

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

14. All the special T&P required for carry out the testing shall be arranged by the contractor as and when required for which nothing extra shall be paid.
15. The staff deployed by contractor shall carryout preventive maintenance of all installations as per CPWD specifications and shall submit the report is attached Performa along with each bill.
16. The contractor shall arrange to render efficient services as outlined above. However incase he fails to maintain the services to the satisfaction of the Engineer-in-Charge and the department has to incur any expenditure to maintain the installations by alternative arrangement the expenditure thus incurred will be recovered from the contractor, for which Engineer-in-Charge decision shall be final.
17. The contractor and/ or his representative / labour should not remove/ disturb/ dislocate the existing equipments and its parts from its positions until and unless it is authorized by the Engineer-in-Charge. The entire installations should be intact at any time of inspections and as handed over to him at the time of initial taking over of its maintenance and operation. Care should also be taken not to damage the installation by improper handling etc. The contractor shall be responsible for any damage or theft and shall have to make good to its original shape and description as and when damage/ theft etc. is noticed or taken place.
18. The monthly report detailing the nature of the servicing carried out, the defects observed, shall be supplied to the Engineer-in-Charge by the 10th of the following month.
19. In case any accidents during the Operation/ Maintenance of the equipment leading to injuries/ damages to human beings/ equipments and/ or loss of life, the contractor shall be fully responsible for setting all claims and indemnify the department against any claim arising out of such accidents.
20. The staff shall be in proper uniform. Nothing extra will be paid to the contractor to provide the uniform to the deployed staff.
21. Water and electricity for operation/ maintenance of installations will be arranged by the department free of cost.
22. This contract can be terminated any day by the Engineer-in-Charge without assigning any reasons by giving a notice period of 30 days at any time during the period of contract. No claim for any compensation will however be entertained due to such termination prior to the expiry of this contract at the same rates/ amounts and conditions of this contract if asked for.
23. The contractor will have to continue the maintenance further period after the expiry of this contract at the same rates/ amounts and conditions of this contract if asked for.
24. This is purely service contract and the persons employed by the contractor are his own employees and they will have no claim for right of employment in the department.
25. This contract includes the maintenance of all batteries with necessary material i.e. distilled water, petroleum jelly, acid, terminal lead, poles etc. i/c periodic cleaning for which nothing extra shall be paid.
26. Planned shutdown shall be taken up for the preventive maintenance for the electrical systems in consultations with the CPWD Engineers.

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

27. The quoted rates shall be included all taxes, GST etc. The department will pay nothing extra on this account.
28. The inventory of the installation shall be handed over to the firm, however any deviation as per actual inventory for which he will be responsible for proper operation and maintenance. However if any theft or loss take place, the same shall be intimated to the department immediately. Decision regarding recovery of loss shall be taken by the department and shall be accepted by the firm.
29. In case a staff of the contractor fails to attend the duty the contractor shall have to provide suitable substitute staff otherwise following recovery shall be made from the dues of the contractor.
 - a) Wireman/Operator - 1560/- per day
 - b) Khallasi - 1420/- per day
30. The firm will promptly attend the complaints and call back same day positively.
31. The contractor shall submit the bio data, complete with proof of their identity & address, educational qualification, electrical license (in case of Wireman/Operators) in respect of the staff to be deployed on the work for issue of entry pass & approval from Engineer in charge before commencement of work.
32. The contractor is bound to pay the increased minimum wages, to their staff deployed at site, as fixed by local administration / industrial bye laws (as applicable) from time to time and extend facility of applicable ESI, EPF, Bonus etc. as per prevailing labour bye laws amended upto date and reimbursement will be carried out as per prevailing notification in vogue.
33. First aid box shall be kept by the contractor at site of work. No extra payment shall be made on this account.
34. Payment of the bill of the agency shall be made preferably on quarterly basis subject to availability of Budget/LOC. However agency has to ensure monthly payment to the worker engaged by them for the services as per latest minimum wages and labour law of the Government. The decision of Engineer-in charge for making the payment to the agency shall be final and binding.
35. The decision of Engineer-in charge for making the payment to the agency shall be final and binding after production of following proof:-
 - a) Documentary proof of disbursement of wages to the workers. The copy of wage register in the format shall be produced with R/A or final bill.
 - b) Proof of deposit of provident fund and ESI contribution to the respective authorities on demand as when required.
 - c) Copy of relevant period Sub Head wise attendance register.
 - d) Sub Head wise fortnightly/ monthly labour report.
36. The contractor shall have to arrange for issue of identity cards as per direction of Engineer-in-charge for all the staff members deployed within one week of the start of work at his own cost and also submit three extra photograph 1 No. to JE(E), 1 No. to Sub Division & 1 No. for Division Office of each workers for record. If he fails to do so the department shall recover Rs.150/- per person per month for this default from the monthly bill.

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

37. Department in no way is involved in any dispute of whatever kind between the contractor and the staff engaged by him Payment against the final bill however would be subject to clearance from labour authorities.
38. If the agency fails to attend the fault or submit periodical reports a recovery @ Rs. 1000/- per day set report shall be made from the contractor's bill.
39. Material shall be replaced against only defective/broken/damaged material & should be duly acknowledged by the complaint in the note book diary.
40. The minimum wages of Nigam Wage Rates (DC Rates) applicable shall be paid to the workers by the contractor through cheque/ECS/RTGS by 7th of every month and receipt of payment made shall be submitted to the concerned AE(E)/JE(E) for preparation of bill.
41. Labour employed by the contractor must have obtained smart card of ESI for imparting medical facilities to labours. Failing which the contractor will be responsible for any expense on the account of medical expenditure of employees under the agreement otherwise recovery from the running bill shall be made to reimburse the medical expense of the labour.
42. 01 No. Reliever to be provided by the contractor for weekly rest to the contractual staff as per applicable Labour Laws.
43. The material required shall be got approved by the Engineer-in-charge of the work/ shall be same make and model as existing installation.

ASSISTANT ENGINEER (E)-P

**EXECUTIVE ENGINEER (E),
KED, CPWD, Karnal**

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil

SCHEDULE OF QUANTITY

Name of Work:- (1) ARMO of Elect. Services at Income Tax Office Building, Hisar. (2) ARMO of Elect. Substation, generator set & fire alarm at Income Tax Office Building, Rohtak. (SH: Outsourcing of electrical services)

S. No	Discription of Items	Qty.		Rate	Unit	Amount
1	Maintenance of E & M Services including attending to day Complaints, Repairing of EI and allied accessories by deputing following workmen at income tax office building, Hisar as per terms and condition attached. (a) Wireman -1 No. (b) Khallasi- 1 No. (Working experience should be more than two years for Khallasi & more than five years for Wireman/Operator).	12	Months	53110.00	Per Month	637320.00
2	Operation of 125 KVA DG sets & Water supply pump set in General Shift/as per direction of Engg-in-Charge/ or as & when required by site incharge including checking and monitoring of electrical & mechanical system of DG set and cleaning of the generator room and pump room & its equipments by deputing following workmen at Income Tax office building, Rohtak and as per terms & conditions attached. (a) Operator -1 No. (Working experience should be more than five years for Wireman/Operator).	12	Months	27823.00	Per Month	333876.00
	Total					971196.00

EXECUTIVE ENGINEER (E)

Correction—Nil

Deletion—Nil

Insertion—Nil

Overwriting—Nil