

PART -A

INFORMATIONS AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING

CPWD-6

CPWD 7

SCHEDULE A TO F

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

The **Executive Engineer (E) – Kochi, CPWD, 4th Floor, ‘A’ Block, Kendriya Bhavan, Kakkanad, Kochi-682037** on behalf of President of India invites online percentage rate bids from approved and eligible contractors of CPWD (Buildings & Roads Category) as per **OM NO. DG/Enlist. Rules-2026/Misc./01, dated 31.12.2025** for the following work: -

Sl. No.	Description	Details
1	NIT No.	50/SE/EE(E)-KOCHI/2026-27
2	Name of Work	Replacement of 4 Nos 13 Passenger Lifts at GPOA, Kendriya Bhavan, Kakkanad, Kochi, Kerala.
3	Estimated Cost Put to Tender (E&M)	Rs 1,23,23,776/- [Electrical – Rs 1,05,68,548/- + Civil – Rs 17,55,228/-]
4	Earnest Money (EMD)	Rs. 2,46,476/-
5	Period of Completion	04 Months
6.	Last time & date of online submission of bid, original EMD, copy of receipt for deposition of original EMD, and other documents as specified in the press notice.	Up to 15:00 Hours on 28/10/2026
7.	Time & date of online opening of tender	At 15:30 Hours on 28/10/2026
8.	Last date & time of submission of hard copies of Experience Certificates if any, Registration Certificates, Affidavit if any, Undertaking and other Documents as specified in the press notice to Division Office by the Lowest Tenderer Only.	To be submitted during office hours within a week from the date of opening of Financial Bid. In case the last day happens to be closed holiday, these documents shall be submitted on the next working day.

1. The intending bidder must read the terms and conditions of **CPWD-6** carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. This information and instructions for bidders posted on website shall form part of bid document.
3. The contractor can deposit 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. The contractor shall obtain the receipt of EMD from the concerned Executive Engineer (including

NIT issuing EE) in the prescribed format 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 uploading the mandatory scanned documents such as **Insurance Surety Bonds/ Account payee Demand Draft/ Fixed Deposit Receipt (FDR)/ Banker's cheque or Bank Guarantee (as prescribed) issued by a Commercial Bank towards EMD in favour of respective Executive Engineer, copy of receipt of original EMD and other documents specified in the NIT.**

4. The bid document consisting of Plans, Specifications, 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 in **office of the Executive Engineer (E), CPWD, Kochi** and downloaded from website www.etender.cpwd.gov.in 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 respects including updates thereof, if any. An incomplete application may be liable for rejection.
5. But the bid can only be submitted after deposition of original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission and uploading the mandatory scanned documents such as Insurance Surety Bonds, Account Payee Demand Draft or Banker's Cheque or Fixed Deposit Receipts or/ and Bank Guarantee (as prescribed) issued by a commercial bank towards EMD **in favour of Executive Engineer, Cochin Central Division, CPWD, Cochin** receipt for deposition of original EMD to division office of any Executive Engineer (including NIT issuing EE/AE), CPWD and other documents as specified.
6. Those contractors who are not registered **or have not updated their profile** on the website mentioned above, are required to get registered / **update their profile** beforehand. **The necessary training materials including the videos with step to step process available on download section of <https://etender.cpwd.gov.in>**
7. The intending bidder must have **valid class-III digital signature certificate with encryption key (Combo type) to perform any operations / transactions on the e-tendering portal / Website and the bidder should download and install the eMsigner on their system as per instructions available on download section of <https://etender.cpwd.gov.in>.**
8. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
9. Contractor can upload documents in the form of JPG format and PDF format.
10.
 - a) **The contractor must ensure to quote rate in the prescribed column(s) meant for quoting rate in figures appears in Yellow colour and the moment rate is entered, it turns sky blue.**
 - b) **Tenderer shall quote the percentage rate above or below two places of decimals only.**
 - c) **The tenderer shall quote only one overall percentage rate above or below on the designated place, which shall be applicable on Civil and E&M components**
11. 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" (ZERO). However, if a bidder quotes nil rate, the bid shall be treated as invalid and he will not be considered as lowest bidder

a) 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.

b) It is mandatory to upload scanned copies of all the documents including GST registration. If documents are not uploaded, then bid will become invalid and shall summarily be rejected.

c) Please read para – 9 of CPWD-6 for further details.

12. Tenders with any condition including that of conditional rebates shall be rejected forthwith. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/ taking up of works in CPWD. The Department reserves the right to verify the particulars furnished by the applicant independently.
13. This work requires engaging more than 20 nos. of labour / workers and therefore all necessary licenses such as labour license, EPFO and ESI, BOCW welfare registration etc., shall be taken by contractor within the time limits as prescribed under clause 1 of schedule 'F'.
14. The Department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.
15. Contractor shall not divert any advance payments or part thereof for any other purpose other than needed for completion of the contracted work. All advance payments received as per terms of the contract (i.e., mobilization, secured against materials brought at site, secured against plant & machinery and / or for work done during interim stages, etc.) are required to be re-invested in the contracted work to ensure advance availability resources in terms of materials, labour, plant & machinery needed for required pace of progress for timely completion of work.
16. **Any dispute arising out of this tender including dispute related to encashment of any Bank Guarantee/ FDR etc., shall be subject to the jurisdiction of courts of Kerala State only.**
17. The tenderer should also read the **General Conditions of Contract (GCC) for Construction Works 2023** amended up to date (available on CPWD above websites), which is available as Govt. of India Publications.
18. If the bidder has not obtained GST Registration as applicable, then he shall scan and upload following undertaking along with other 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 a/c of the work executed and/or for any action taken by CPWD or GST department in this regard.”
19. If the bidder has not possess valid electrical license of appropriate voltage / class issued by competent authority, he shall scan and upload following under taking along with other bid documents.

"If work is awarded to me, I/we shall either obtain valid electrical license of appropriate voltage / class issued by competent authority at the time of execution of electrical work or associate with eligible CPWD enlisted contractor possessing valid electrical license of appropriate voltage / class issued by competent authority through which the electrical works will be executed."

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

1.	Insurance Surety Bonds/ Account payee Demand Draft/ Fixed Deposit Receipt (FDR)/ Banker's cheque or Bank Guarantee (as prescribed) issued by a Commercial Bank against EMD, as specified in Para 7 of CPWD – 6 for e - Tendering.
2.	Enlistment order of the Contractor
3.	GST registration certificate as applicable or Undertaking as given below 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".
4	Receipt for deposition of original EMD issued from division office of any Executive Engineer (<u>Including NIT issuing EE, CPWD</u>) (Form 'C').
5	Confirmation for Submission of Financial Bid – (Form 'D') on the firm's letterhead
6.	An undertaking (Form 'E') (Undertaking regarding not debarred by Govt / Autonomous Body etc) at the time of submission of Tender to be furnished on the firm letterhead.
7	An undertaking Form 'F' (Undertaking regarding work not got executed back to back basis) to be furnished on the firm letterhead
8	Declaration about site inspection (Form 'G')
9	Copy of ERP Training Certificate issued through LMS (Learning Management System) module in ERP.
10	Copy of registration with ESI / EPF authorities. In case the intending bidder does not have any registration with the ESI / EPF authorities, but has applied for the same, he shall upload a copy of acknowledgement of the application with these authorities. In case the intending bidder is not covered under the ESI / EPF Acts, he shall upload a self declaration on his letterhead to this effect.

If any required document is not scanned and uploaded while submitting bid, the bid submitted shall become invalid and will not be considered in e-Tendering process and the bid shall be summarily rejected. It is the duty of bidder to ensure that documents shall be fully legible.

(Form – C)

Receipt of deposition of original EMD
(Receipt No...../ date.....)

1. Name of work: Replacement of 4 Nos 13 Passenger Lifts at GPOA, Kendriya Bhavan, Kakkanad, Kochi, Kerala.
2. NIT No. : 50/SE/EE(E)-KOCHI/2026-27
3. Estimated Cost (E&M) :Rs 1,23,23,776/-
[Electrical – Rs 1,05,68,548/- +
Civil – Rs 17,55,228/-]
4. Amount of Earnest Money Deposit: Rs 2,46,476/-
5. Last date of submission of bid : 28-10-2026 up to 1500 Hrs

1. Name of Contractor:#
2. Form of EMD#
3. Amount of Earnest Money Deposit.....#
4. Date of Submission of EMD.....#

**Signature, Name and Designation of
 EMD Receiving officer (EE/AAO)
 Along with Office Stamp**

(# to be filled by EMD receiving EE or
 NIT issuing EE, AS the case may be)

**(Note: EMD to be drawn in favour of Executive Engineer – Cochin Central Division,
 CPWD, Cochin)**

Form – D

CONFIRMATION FOR SUBMISSION OF FINANCIAL BID

To
The Executive Engineer (E) - Kochi
CPWD, Kochi

Sub:-

Sir,

I/We the Bidder have uploaded financial bid
from our firm for above work.

Yours faithfully

Signature

Full Name of the Firm/Bidder:.....

Designation:.....

Address:.....

Tele No.s (O)..... (R).....

E mail:.....

Fax No:.....

Form – E

UNDERTAKING

I/We declare that, I/we have not been debarred/restrained/black listed by any Central Govt/ State Govt. Agency/ Autonomous body of the Central or State Govt./ PSU etc.

Signature of the Bidder

Address

Form – F

UNDERTAKING

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

Signature of the Bidder

Address

FORM 'G'

DECLARATION ABOUT SITE INSPECTION

To,

**The Executive Engineer (E)-Kochi,
CPWD, Kendriya Bhavan,
Kakkanad,
Kochi-682037**

**Name of Work: - Replacement of 4 Nos 13 Passenger Lifts at GPOA, Kendriya Bhavan,
Kakkanad, Kochi, Kerala.**

Dear Sir,

It is hereby declared that as per CPWD-6 FOR e-BIDDING, I/ We the bidder(s) inspected and examined the subject site and its surrounding and satisfy myself / ourselves as to the nature of the ground and sub-soil (so far as is practicable), the forms and nature of the site. Ourselves before submitting the bid, the accommodation which may require and all necessary information as to risks, contingencies and other circumstances which may influence or affect our bid have been obtained. I/We the bidder shall have full knowledge of the site and no extra charge consequent upon any misunderstanding or otherwise shall be claimed in later date.

I /We bidder shall be responsible for arranging and maintaining at 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 me/us implies that I / We have read this notice and all other contract documents and has / have made myself /ourselves aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

Yours faithfully

(Duly authorized signatory of the bidder)

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
CPWD-6 FOR e-TENDERING**

1. **Online Percentage rate bids** are invited on behalf of the President of India from “**CPWD (Buildings & Roads Category) Contractor**” in **Single Bid system** for execution of the following work :

Name of Work: Replacement of 4 Nos 13 Passenger Lifts at GPOA, Kendriya Bhavan, Kakkanad, Kochi, Kerala.

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 should be valid on the original date of submission of Bids.

1.1 The work is estimated to cost **Rs 1,23,23,776/- [Electrical – Rs 1,05,68,548/- + Civil – Rs 17,55,228/-]**. 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 NIT's for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids.

For composite bid, besides indicating the combined estimated cost put to bid, should clearly correspond to the combined estimated cost of different components put to bid.

1.2. Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified.

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

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

2. Agreement shall be drawn with the successful bidders on prescribed **Form No.CPWD7/8** (or other standard Form as mentioned) which is available as a Govt. of India Publication **and also available on website www.cpwd.gov.in**. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

3. **The time allowed for carrying out the work will be 04 (Four) months from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.**

4. The site for the work is available.

5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard

General Conditions of Contract Form can be seen on 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 bid as notified. While submitting the revised bid, contractor can revise the rate of one or more items(s) any number of times (be need not re-enter rates of all the items) but before last time and date of submission of bid as notified.
7. 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, Cochin Central Division, CPWD, Cochin.)** shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT. This receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time. Copy of Enlistment order and other documents as specified in Tender 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 shall have to be submitted by the lowest bidder only along with original duly filled Proforma for EMD Declaration uploaded within a week physically in the office of Tender opening authority. Online Bid documents submitted by intending bidders shall be opened only of those bidders, whose duly filled Proforma for EMD Declaration and other documents scanned and uploaded are found in order.

For MSME registered firms also, there is no EMD exemption in this Tender

8. The contractors registered prior to 01.04.2022 on e-tendering portal of CPWD shall have to deposit tender processing fee at existing rates, or they have option to switch over to the new registration system without tender processing fee any time.

The Bid submitted shall be opened at 15.30 Hrs on 28.10.2026

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.
 - (iii) The bidder does not upload scanned copies of all the documents stipulated in the Bid document.
 - (iv) GST Registration Certificate is not obtained by the bidder.

If the bidder has not obtained GST registration as applicable, then he shall scan and upload following under taking along with other 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 a/c of the work executed and/or for any action taken by CPWD or GST department in this regard."

- (v) The bidder does not upload Valid Electrical License of appropriate voltage. However, the contractor shall be allowed to participate in tender with an undertaking that "They will either obtain valid electrical license of appropriate voltage at the time of execution of electrical work or associates with agency possessing valid electrical contractor license of appropriate voltage issued by competent authority through which the electrical works will be executed".
 - (vi) 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.
 - (vii) If a tenderer quotes NIL rates against all items in Item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
10. The contractor whose bid is accepted will be required to furnish Performance guarantee of **5% (Five Percent)** of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. **Performance Guarantee (drawn in favour of Executive Engineer, Cochin Central Division, CPWD, Cochin).** 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, he shall be suspended for one year and 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 license / registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No if applicable and also ensure the compliance of aforesaid provisions by the sub contractors, if any engaged by the contractor for the said work within the period specified in Schedule F.
11. The Description of the work is as follows:

Replacement of 4 Nos 13 Passenger Lifts at GPOA, Kendriya Bhavan, Kakkanad, Kochi, Kerala.

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

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 bidders 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 for 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 a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted Officer in CPWD 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 Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
17. **The bid for the works shall remain open for acceptance for a period of Thirty / SeventyFive (30/75) days from the actual date of opening of Bid in case of Single Bid system / Sixty (60) days from the date of opening of Technical Bid in case bids are invited on 2 or 3 Bid envelope system. (strike out as the case may be).** If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
18. This notice inviting Bid shall form a part of the contract document. The successful bidders/ contractor, on acceptance of his bid by the Accepting Authority shall within 15days 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 / 8 or other Standard C.P.W.D. Form as applicable.

19. For Composite Tenders

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.

2.The bid document will include following three components:

Part A:- CPWD-6, CPWD-7/8 including schedule A to F for E&M Works, Standard General Conditions of Contract for CPWD 2023 as amended/ modified up to date.

Part B:- General / specific conditions, technical specifications as applicable.

Part C:- Schedule A to F for Civil Works,

Part D: Schedule of Quantities (E&M and Civil) of the work.

3.The bidders must associate himself, with agencies as per NIT conditions

4.The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work.

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(s). EE of major component will operate Part A and Part B of the agreement. EE/DDH in charge of minor component(s) shall operate Part C along with Part A of the agreement.

6.Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.

7.Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.

8.The main contractor has to associate agencies for specialized components (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 relevant component(s).within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of relevant component(s).

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 relevant specialized component(s).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.

10.The main contractor has to enter into MoU with agencies contractor(s) associated by him. Copy of such MoU shall be submitted to EE/ DDH in charge of each relevant 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 MoU/agreement with the new contractor associated by him.

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. The CMB shall be maintained independently by the Engineer-in-Charge of major and minor components.

(A) 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.

(B) 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 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.

BRIEF PARTICULARS OF WORK

1. The work is situated at **GPOA, Kendriya Bhavan, Kakkanad, Kochi, Kerala**
2. General features and major components of the work are as under:

E&M Works

- (i) Provision for SITC of 4 Nos 13 Passenger lift with machine Room.
- (ii) Provision for providing Group C Point wiring and Group Control wiring.
- (iii) Provision for Providing main, submain and power wiring.
- (iv) Provision for Providing 10W Bulk head fitting in Lift Shaft.
- (v) Provision for Providing 16A Socket fitting in Lift Shaft.
- (vi) Provision for Providing 4 Way vertical DB with accessories.
- (vii) Provision for Providing 8 Way SPN DB with accessories.
- (viii) Provision for Providing 4 Pole Enclosure with 40A RCCB.
- (ix) Dismantling and crediting for old lifts.

Civil Works

- (i) Providing wall lining with 18mm thick Granite for C1 block lift area including dismantling the existing front wall for widening the door for new lift requirement.
- (ii) Providing Brick work for widening door opening and lintel portion by demolishing existing front wall and recasting as per new lift requirement.
- (iii) Applying one coat acrylic distemper inside Lift well.
- (iv) Providing and laying cast in situ Lintel above opening.

GENERAL TERMS AND CONDITIONS

1.1 General Specifications & Order of preference:

- 1.1.1** Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the “CPWD Specifications for Electrical Works Part-I Internal -2023, Part-II External – 2023, CPWD General Specifications Part-III Lift & Escalators – 2003, Indian Electricity Act 2003, CEA (Measures relating to Safety and Electric Supply) Regulations, 2023” with up-to-date amendments / correction slips, additional / Particular Specifications, Architectural / structural drawings and as per instructions of Engineer-in-Charge.
- 1.1.2** The several documents forming the tender are to be taken as mutually complementary to one another. Detailed drawings shall be followed in preference to small scale drawings and figured dimensions in preference to scaled dimensions.
- 1.1.3** If there is any difference or discrepancy between the description of items as given in the schedule of quantities, particular specifications for individual items of work (including special conditions) and I.S. Codes etc., the following order of preference shall be observed
- a) **Description of items as given in Schedule of Quantities.**
 - b) **Particular Specifications, Special Conditions and Additional conditions, if any.**
 - c) **Drawings.**
 - d) **CPWD Specifications.**
 - e) **General conditions of contract for CPWD works.**
 - f) **Indian Standard Specifications of B.I.S.**
 - g) **Manufacturers’ specifications & as decided by Engineer-in-charge.**
 - h) **Sound Engineering practices.**

“In the event of any variation/ discrepancy in the drawings, specifications and tender documents etc. the decision of the Engineer-in-charge shall be final binding and conclusive on the contractor and in the case the contractor have any doubt and the same should be got clarified immediately from the Engineer-in-charge and no claim of the contractor shall be entertained thereafter. Moreover, the agency is not allowed to take benefit out of any clerical/ grammatical mistake in the standard clauses/Schedule of Quantities/Specifications etc. being used in the agreement”.

- 1.1.4** Any reference made to any Indian Standard Specifications, 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 including relevant Indian Standard Codes applicable to the work at site.**

1.2 Scope:

1.2.1 The works to be governed by this contract shall cover delivery and transportation up to destination, safe custody at site, insurance, erection, testing and commissioning of the entire works.

The works to be undertaken by the contractor shall inter alia include the following:

- i. Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.
- ii. Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
- iii. Warranty obligation for the equipment and/or fittings/fixtures supplied by the contractor.

1.2.2 Contractor shall provide all the shop drawings or layout drawings for all the coordinated services before starting any work or placing any order for any of the services etc. These shop drawings/layout drawings shall be got approved from Engineer-in-charge before implementation and this shall be binding on the contractor. The contractor shall submit material submittals along with material sample for approval of Engineer-in-charge prior to delivery of material at site.

1.2.3 All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested as per the design conditions before covering and their measurements in computerized measurement book duly test checked shall be deposited with Engineer in charge or his authorized representative, prior to hiding these items.

1.3 Deployment of Technical staff & skilled labour:

1.3.1 The quality of work is of paramount importance. Contractor shall have to engage well experienced skilled labour and deploy modern T&P and other equipment to execute the work to provide the desired quality.

1.4 Removal of Machinery, Tools & Equipment:

1.4.1 Removal of machinery, tools & equipment shall be allowed to be moved away from the site only when, in written opinion of Engineer-in-Charge, the same are no longer required at site of work.

1.5 Site condition:

1.5.1 The tenderer shall acquaint himself with the site of work and see the approaches to the site. In case any approach from main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost.

1.6 Precautionary measures:

1.6.1 Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost. The contractor shall take all precautions to prevent his workmen and employees from removing and damaging any Flora (plant/vegetation) from the campus/site.

1.6.2 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused to work due

to negligence on his part. No hindrances shall be caused to traffic, during the execution of the work. In case of any accident of the labourers/ contractual staff, the entire responsibility will rest on the contractor and any compensation under such circumstances, if becomes payable, shall be entirely borne by the contractor.

- 1.6.3** The contractor, his authorized representative, workmen etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 1.6.4** The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general. The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall use such methodology and equipment for execution of the work, so as to cause minimum environmental pollution of any kind during construction, to have minimum construction time and minimum inconvenience to road users and to the occupants of the buildings on the adjacent plot and public in general, etc. He shall make good at his own cost and to the entire satisfaction of the Engineer in Charge any damage to roads, paths, cross drainage works or public or private property whatsoever caused, due to the execution of the work or by traffic brought thereon, by the Contractor.
- 1.6.5** Further, the Contractor shall take all precautions to prevent any pollution of streams and waterways. All waste or superfluous materials shall be carted away by the Contractor, entirely to the satisfaction of the Engineer-in-Charge. 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 not specifically stated here, shall be entertained from the Contractor. Therefore, the Contractors are advised to visit site and get first hand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.

1.7 General cleanliness of the site and Stacking & Storage of Materials:

- 1.7.1** The site of work shall be always kept clean in general strictly adhering to approved job layout and green building parameters. The Contractor shall take all care to prevent any water- logging at site. The waste water shall not be allowed to be collected at site. It may be directly pumped into the public drainage system with prior approval of the concerned authorities. For discharge into public drainage system, necessary permission shall be obtained from concerned authorities after paying the necessary charges, if any, directly to the authorities. The work shall be carried out in such a way that the area is kept clean and tidy. All the fees/charges in this regard shall be borne by the Contractor. Nothing extra shall be payable on this account.
- 1.7.2** The contractor 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, compound wall, services etc. are to be constructed.
- 1.7.3** For construction works which are likely to generate malba / rubbish, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at his own

cost to the notified/specified dumping ground and under no circumstances these shall be stacked / dumped even temporarily, outside the construction premises.

- 1.7.4** The contractor shall construct suitable godowns, yard at the site of work for storing all other materials so as to be safe against damage by sun, rain, damages, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his cost.

1.8 Lab Equipment:

The contractor shall provide at his own cost suitable weighing, surveying and levelling and measuring arrangements as may be necessary at site for checking. All such equipment shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.

1.9 Setting Out

- 1.9.1** The approval by the Engineer-in-Charge, of the setting out by the contractor, shall not relieve the contractor of any of his responsibilities and obligation to rectify the errors/defects, if any, which may be found at any stage during the progress of the work or after the completion of the work.
- 1.9.2** The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignments, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the contractor at his own cost to the instructions and satisfaction of the Engineer-in-Charge.
- 1.9.3** The Contractor shall carry out survey of the work area, at his own cost, setting out the layout of building in consultation with the Engineer-in-Charge & proceed further. Any discrepancy between the architectural drawings and actual layout at site shall be brought to the notice of the Engineer-in-charge. It shall be responsibility of the Contractor to ensure correct setting out of alignment. Total station survey instruments only shall be used for layout, fixing boundaries, and centre lines, etc., along with the theodolites. Nothing extra shall be payable on this account.

1.10 Temporary Water, Electricity & Telephone Connections:

- 1.10.1** The contractor shall make his own arrangements for water including boring of tube wells etc. if necessary and for electricity by obtaining electric connections and by providing diesel generators of adequate capacity if required and make necessary payments directly to the State Govt. departments concerned. Necessary approval shall be taken by the contractor from the ground water department for boring of tube wells. Nothing extra shall be paid on these accounts. Contractor shall get the water tested from laboratory approved by the Engineer-in-charge at regular interval as per the CPWD Specifications 2019. All expenses towards collection of samples, packing, transportation and testing charges etc. shall be borne by the contractor. The contractor shall obtain environmental and pollution clearance for the diesel generators. Nothing extra shall be paid on this account.
- 1.10.2** The Contractor shall arrange electricity at his own cost for testing of the various electrical installations as directed by Engineer-in-Charge and for the consumption by the contractor for executing the work. Also all the water required for testing various electrical installations, fire pumps, wet riser / firefighting equipment, fire sprinklers

etc. and also testing water supply, sanitary and drainage lines, water proofing of underground sump, overhead tanks, water proofing treatment etc. shall be arranged by the contractor at his own cost. Nothing extra shall be payable on this account.

1.10.3 Arrangement of temporary telephone connection, water and electricity required by Contractor, shall be made by him at his own cost and also necessary permissions shall be obtained by him directly from concerned authorities, under intimation to the Department. Also, all initial cost and running charges, and security deposit, if any, in this regard shall be borne by him. The Contractor shall abide by all the rules/ bye laws applicable in this regard and he shall be solely responsible for any penalty on account of violation of any of the rules / byelaws in this regard. Nothing extra shall be payable on this account.

1.10.4 The Contractor shall be responsible for maintenance and watch and ward of the complete installation and water / electricity meter and shall also be responsible for any pilferage, theft, damage, penalty etc. in this regard. The Contractor shall indemnify the Department against any claim arising out of pilferage, theft, damage, penalty etc. whatsoever on this account. Security deposit for the work shall be released only after **No Dues Certificates** are obtained from the local Authorities from whom temporary electric/ water / telephone connection have been obtained by the Contractor. Nothing extra shall be payable on this account.

1.10.5 The Department shall in no way be responsible for either any delay in getting electric and/or water and/or telephone connections for carrying out the work or not getting connections at all. No claim of delay or any other kind, whatsoever, on this account shall be entertained from the Contractor. Also contingency arrangement of stand-by water & electrical supply shall be made by the Contractor commencement and smooth progress of the work so that work does not suffer on account of power failure or disconnection or not getting connection at all. No claim of any kind whatsoever shall be entertained on this account from the Contractor. Nothing extra shall be payable on this account.

1.11 Scaffolding & Staging:

1.11.1 Wherever required for the execution of work, all the scaffolding shall be provided and suitably fixed, by the contractor. The scaffolding shall be provided strictly with steel double scaffolding system, suitably braced for stability, with all the accessories, gangways, etc. with adjustable suitable working platforms to access the areas with ease for working and inspection. Single scaffolding system is strictly prohibited and shall invite necessary action. It shall be designed to take all incidental loads. It should cater to the safety features for workmen. Nothing extra shall be payable on this account. It shall be ensured that no damage is caused to any structure due to the scaffolding.

1.11.2 The contractor should submit the shop drawings of staging and shuttering for approval of Engineer-in-Charge before actually commencing the execution of work under the item. Nothing extra shall be payable on this account.

1.12 Co-ordination with other agencies:

1.12.1 The Contractor shall conduct his work so as not to interfere with or hinder the progress of the work being performed by other Contractors or by the Engineer-in-Charge. As far as possible, he shall arrange his work and place, so as not to interfere with the operations of other Contractors or shall arrange his work with that of the

others, in an acceptable and coordinated manner and shall perform it in proper sequence.

1.12.2 Other agencies may also simultaneously execute and install the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings, trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be available as specified elsewhere in the contract) and the contractor shall fix the same at the time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.

1.12.3 The Contractor shall cooperate with and provide the facilities to the associate-Contractors and other agencies working at site for smooth execution of the work. The Contractor shall

- i. Allow use of scaffolding already erected, toilets, sheds etc.
- ii. Properly co-ordinate their work with the work of other Contractors.
- iii. Provide control lines and benchmarks to his associate-Contractors and the other Contractors.
- iv. Provide electricity and water at mutually agreed rates.
- v. Provide hoist and crane facilities for lifting material at mutually agreed rates.
- vi. Co-ordinate with other Contractors for leaving inserts, making chases, alignment of services etc. at site.
- vii. Adjust work schedule and site activities in consultation with the Engineer-in-Charge and other Contractors to suit the overall schedule completion.
- viii. Resolve the disputes with other Contractor amicably and the Engineer-in-Charge shall not be **made intermediary or arbitrator. The department shall not be responsible for the disputes between the subject work contractor and associate contractor / other agencies working at site. No claim shall be allowed by the department.**

1.13 Procurement of materials:

1.13.1 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.

1.13.2 The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work.

1.14 Protection of Existing Services & buildings and Materials:

1.14.1 Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary supporting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost.

1.14.2 In case the existing services are to be shifted permanently, then before dismantling the existing services, alternate/diversion of service lines has to be laid by the

contractor so that there is no interruption in use of existing services. The contractor has to plan the alternate suitable route for diversion/shifting of service lines and get the same approved from the Engineer-in-Charge before starting shifting of services. Nothing extra shall be paid except the payment of dismantling and laying of new service lines as per conditions of contract.

- 1.14.3** All fossils, coins, articles of value of antiquity, structures and other remains or things of geological or archaeological interest discovered on project location during excavation/construction shall be the property of the Government, and shall be dealt with as per provisions of the relevant legislation. The contractor will take reasonable precaution to prevent his workmen or any other persons from removing and damaging any such article or thing. He will, immediately upon discovery thereof and before removal acquaint the Engineer-in-charge of such discovery and carry out the official instructions of Engineer-in-charge for dealing with the same, till then all work shall be carried out in a way so as not to disturb/ damage such article or thing.
- 1.14.4** The contractor shall be responsible for the watch and ward / guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the client department. No extra payment shall be made on this account.
- 1.14.5** The contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him even though the materials may be under double lock key system.

1.15 Rates and other conditions for payment:

The rates quoted by the Contractor are deemed to be inclusive of the following-

- 1.15.1** Site clearance, setting out work, profile, establishment of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, barricading, signage, labour safety, welfare & training measures, preparatory works, working during monsoon, working at all depths, height, lead, lift and location etc. until / unless specified otherwise, etc. and any other incidental works required to complete this work. Nothing extra shall be payable on this account. Payment for centring & shuttering, however, if required to be done for floor heights greater than 3.50m shall be admissible at rates arrived in accordance with clause 12 of the agreement if not already specified.
- 1.15.2** For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of water is required the contractor shall do it and nothing extra shall be paid except otherwise provided in the items of schedule of quantities.
- 1.15.3** Any legal or financial implications resulting out of disposal of earth shall be sole responsibility of the contractor. Nothing extra over the schedule shall be paid on this account.
- 1.15.4** All labour, material, tools and plants and other inputs involved in the execution of the item.
- 1.15.5** Providing sunk flooring in bath-rooms, kitchen, etc.
- 1.15.6** Performance test of the entire installation(s) before the work is finally accepted.
- 1.15.7** Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the items.

- 1.15.8** The rates quoted by the tenderer, shall be inclusive of all taxes including GST and levies applicable in respect of this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.
- 1.15.9** For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.
- 1.15.10** The Contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and bye-laws laid down by Collector / MC etc. and any other statutory bodies shall be adhered to, by the contractor, during the execution of work. The Contractor shall also adhere to all traffic restrictions notified by the local authorities. It is clarified that the extra sewerage charges (one time charges for commencement of work) required to be paid to the Municipal Corporation / other statutory bodies shall be paid by the department and need not be considered by the contractor. The water charges (for municipal water connection as well as tanker water) shall be borne by the contractor. Also, if the contractor obtains water connection for the drinking purposes from the municipal authorities or any other statutory body, the consequent sewerage charges shall be borne by the contractor. All statutory taxes, levies, charges (including GST, water and sewerage charges, charges for temporary service connections and / or any other charges) payable to such authorities for carrying out the work, shall be borne by the Contractor. The Contractor shall arrange to give all notices as required by any statutory / regulatory authority and obtain all requisite licenses wherever required and shall pay to such authority all the fees that are required to be paid for the execution of work. He shall protect and indemnify the Department and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts. The fee payable to statutory authorities for obtaining the various permanent service connections and Occupancy Certificate for the building shall be borne by the Department.
- 1.15.11** Royalty charges towards all materials such as stone aggregate, coarse or fine sand etc. shall be borne by the Contractor.
- 1.15.12** 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, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, barricading, 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 and other storage, steel fabrication yard, site laboratory, water tank, etc.

- 1.15.13** The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify the Department from any and all damages and claims that may arise on any account. The Contractor shall indemnify the Department against all claims in respect of patent rights, royalties, design, trademarks of name or other protected rights, damages to adjacent buildings, roads or members of public, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify the Department in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.
- 1.15.14** The Contractor shall make all necessary arrangements for protecting from rain or likewise extreme weather conditions, the work already executed and for carrying out the further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account. Also, no claims for hindrance shall be entertained on this account.
- 1.15.15** In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any. Further, no claims for hindrance shall be entertained on this account.
- 1.15.16** No payment shall be made for any damage caused by fire, 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 the work for which 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. The contractor shall maintain all the work in good condition at his own cost till the completion of the entire work.
- 1.15.17** In case the same item appears more than once in the schedule of work under the same sub head or among the different sub heads of works, the lowest rate quoted for that item shall be taken for other items also and tender will be evaluated accordingly.
- 1.15.18** The ESI and EPF contribution on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of employer paid by the contractor shall be reimbursed by the Engineer in charge to the contractor on actual basis. The applicable and eligible amount of EPF& ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment which are in order.

1.16 Tools & Plant:

- 1.16.1** No tools and plants including any special T&P etc. shall be supplied by the Department and the Contractor shall have to make his own arrangements at his own cost. No claim of hindrance (or any other claim) shall be entertained on this account.

1.17 Computerized MBs & EMBs:

1.17.1 The contractor will submit computerized bill with measurement sheet **(if any technical in EMB then Engineer-in-charge can allow CMB with approval of Superintending Engineer-Cochin)** for the work carried out by him for making payment as per Clause – ‘6’ of the **CPWD General Conditions of Contract 2023 for Construction Works** (with correction slips upto the last date of submission of tender). For casting of RCC members and other hidden items the corrected and duly test checked measurement sheets of reinforcement or that of other hidden items shall be deposited with Engineer in charge or his authorized representative, before casting of RCC or other hidden items. The delay in submission of corrected and duly checked measurement sheet may, therefore, delay casting of RCC or execution of hidden item for which no hindrance shall be recorded.

1.17.2 Electronic measurement book is introduced. The contractor shall comply with the same as per the direction of Engineer-in-charge.

2 SECRECY

2.1 The contractor shall take all steps necessary that all persons employed on any work in connection with the contract have noticed that the Indian Official Secrets Act 1923 applies to them & will continue so to apply even after the execution of such works under the contract.

2.2 The contract is confidential and must be strictly confined to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers as necessary) and to the purpose of the contract.

2.3 All documents, copies thereof & extracts there from furnished to the contractor shall be returned to the Engineer-in-Charge on the completion of the work / works or the earlier determination of the contract.

3 LABOUR AND SECURITY

3.1 In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs.500/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.1000/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

No payment shall be made for construction of labour housing.

3.2 The Contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc. under various labour laws and other regulations applicable to the works, at his site office.

3.3 No site is available for labour huts. The contractor shall have to have his own arrangements for hiring land for setting up labour huts. The contractor will be provided space for watchman huts, site office etc. to a very limited extent inside the campus but

the space requirement and location, as assessed by Engineer-in-Charge shall be final and binding.

- 3.4** If as per the rules of the local authority, the huts for labour are not to be erected at the site of work by the contractors, the contractors are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.
- 3.5** Contractor has to follow the security requirement of the campus and obtain necessary entry passes for the labour and vehicles and follow security checks at entry / exit gates, restriction on movement of vehicle, restricted timings of working etc. The Department however shall assist the contractor in obtaining such passes for movement of vehicles and labour. No claim whatsoever shall be entertained on account of delay in entry of vehicles and labour including restrictions in working hours, if there is any.
- 3.6** The contractor shall employ only Indian Nationals after verifying their antecedents and loyalty. The contractor shall, on demand submit list of his agents, employees and work people concerned & shall satisfy as to the bonafides of such people.
- 3.7** The contractor & his work people shall observe all relevant rules regarding security promulgated in which work is to be carried out by the Controlling Administrative Authority of the campus/area (hereinafter referred to as “Administrator”).
- 3.8** The contractor, his representative, workman shall be allowed to enter through specified gates & timing as laid down by the controlling authority. They shall be issued an identity card or an individual pass in accordance with the standing rules & regulations & they should possess the same while working. The contractor shall be responsible for the conduct & actions of his workmen, agents/ representatives.
- 3.9** Normally contractor shall be allowed to carry out work between 7 AM to 6 PM. However, he may also be allowed to carry out the work beyond 6 PM & up to 7 AM, if the site conditions / circumstances so demand with prior written permission from the “Administrator”. However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained.
- 3.10** Normally contractor’s material / vehicles etc. shall be allowed to move in / go-out between **7 AM to 7 PM** only & no movement of material / vehicles out of the site of work shall be allowed during night hours unless specific permission is obtained from the “Administrator”.
- 3.11** In case if a separate entry has been allowed, the contractor has to make all arrangement for making a separate entry gate and barricading of the working area to segregate/separate the same from other areas. All these have to be done by the contractor at his own cost including safeguarding any untoward incident in the restricted area due to separate entry gate and barricading arranged by the contractor. No extra amount on this account shall be payable by the department.
- 3.12** In the event of any restrictions being imposed by the Security agency, CPWD, Traffic or any other authority having jurisdiction in the area on the working or movement of labour /material, the contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on such accounts. The loss of time on these accounts, if any, shall have to be made up by augmenting additional resources whatever required. Nothing extra shall be payable on this account.

4.0 DOCUMENTATION

The Contractor shall render all help and assistance in documenting the total sequences of this project by way of photography, slides, audio / video recording & other records etc. Nothing extra shall be payable to Contractor on this account. However, cost of photographs, slides, audio / video graph etc. shall be borne by the Department. The original films shall be the property of the Department. No copy shall be prepared without the prior approval of the Engineer- in – Charge.

5.0 PROGRESS CHART: -

5.1 The contractor shall submit a Time and Progress Chart for each mile stone. **The Engineer-in-charge may within 10 days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work.** The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'.

5.2 In case of non-submission of construction programme by the contractor the Program approved by the Engineer-in-charge shall be deemed to be final.

5.3 The approval by the Engineer-in-charge of such programme shall not relieve the contractor of any of the **obligations** under the contract.

5.4 The contractor shall submit the **Time and Progress Chart** and progress report using the **mutually agreed software or in other format decided by Engineer-in-charge** for the work done during previous month to the **Engineer-in-charge on or before 5th day of each month failing which a recovery Rs. 1000/- shall be made on per week or part basis in case of delay in submission of the monthly progress report.**

5.5 The program chart should include the following: -

- a) Descriptive note explaining sequence of various activities.
- b) BAR CHARTS prepared in mutually agreed software or in other format decided by Engineer-in-charge which will indicate resources in financial terms, manpower and specialized equipment for every important stage.
- c) Program for procurement of materials by the contractor.
- d) Program for arranging and deployment of manpower both skilled and unskilled so as to achieve targeted progress.
- e) Program of procurement of machinery / equipment having adequate capacity, commensurate with the quantum of work to be done within the stipulated period,

by the contractor. In addition, to the above to achieve the progress of work as per programme, the contractor must bring at site adequate shuttering material required for cement concrete and RCC works etc. The contractor shall submit shuttering schedule adequate to complete the structure work within the laid down physical milestones.

f) Programme for achieving milestones.

5.6 The submission for approval by the Engineer-in-charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-charge to take action against the contractor as per terms and conditions of the agreement.

6. PROGRESS AND MONITORING OF WORK:

6.1 The progress report shall contain the following, apart from whatever else may be required as specified: -

- i. Construction schedule of the various components of the work through a bar chart for the next three months (or as may be specified), showing the micro milestones, targeted tasks and up to date progress. At least 10 digital photographs showing all the parts of construction site along with at least 5 minutes video of executions of different items in soft copy has to be submitted in every monthly progress report.
- ii. Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reason for deviations, if any in a tabular format.
- iii. Plant and machinery statement, indicating those deployed in the work.
- iv. Man-power statement, indicating individually the names of all the staff deployed on the work, along with their designations. Number of skilled workers and unskilled workers deployed on the work and their location of deployment.
- v. Financial statement, indicating the broad details of all the running account payment received up to date, such as gross value of work done, advances taken, recoveries effected, amount withheld, net payments details of Cheque payment received, extra /substituted /deviations items if any, etc.

6.2 For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.

6.3 The work should be planned in a systematic manner so that chase cuttings in the walls, ceilings and floors is minimized. Wherever absolutely essential, the chase shall be cut using chase cutting machines. Chases will not be allowed to be cut using hammer / chisel. The electrical boxes should be fixed in walls simultaneously while raising the brick work. The contractor shall ensure proper co-ordination of various disciplines viz. building works, sanitary & water supply & electrical installations etc.

6.4 The contractor shall conduct his 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 Engineer-in-charge.

- 6.5 The Contractor shall do proper sequencing of the various activities by suitably staggering the activities within various pockets in the plot so as to achieve early completion. The agency may deploy adequate equipment, machinery and labour as required for the completion of the entire work within the stipulated period specified. Also, ancillary facilities shall be provided commensurate with requirement to complete the entire work within the stipulated period. Nothing extra shall be payable on this account. Adequate number/sets of equipment in working condition, along with adequate stand-by arrangements, shall be deployed during entire construction period. It shall be ensured by the Contractor that all the equipment, Tools & Plants, machineries etc. provided by him are maintained in proper working conditions at all times during the progress of the work and till the completion of the work. Further, all the constructional tools, plants, equipment and machineries provided by the Contractor, on site of work or his work shop for this work, shall be exclusively intended for use in the construction of this work and they shall not be shifted / removed from site without the permission of the Engineer-in-Charge.
- 6.6 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.

7. DEFECT LIABILITY PERIOD (REFUND OF SECURITY DEPOSIT):

- 7.1 The defect liability / maintenance period shall be 12 months after the date of completion of work for this contract agreement.

8.0 SAFETY MEASURES

- 8.1 The issue of construction safety & standards has gained utmost importance in recent times. This subject is to be dealt with in an integrated manner with an approach to developing and establishing a safety culture at work sites. Broadly, its components are:
- i. Creating awareness.
 - ii. Education.
 - iii. Training.
 - iv. Implementation.
 - v. Enforcement measures.

All workers of contractor and associate agencies, invariably and at all the times, must follow all safety norms, adopt safe construction practices and use all required safety gadgets in their working throughout the project duration.

- 8.2 The contractor shall issue **Photo Identity Cards** with unique numbers containing salient information of workers for the labour & his staff.
- 8.3 The Contractor shall monitor and achieve the objectives of construction safety continuously, progressively and through affirmative action, and shall oversee implementation of safety program over the entire construction period.

8.4 Warning / Caution Boards

All temporary warning / caution boards / glow signage display such as "Construction Work in Progress", "Keep Away", "No Parking", Diversions & protective Barricades etc. shall be provided and displayed during day time by the Contractor, wherever required and as directed by the Engineer-in-Charge. These glow signage and red lights shall be suitably

illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on his part. Also he shall ensure that no hindrance, as far as possible, is caused to general traffic during execution of the work. This signage shall be dismantled & taken away by the Contractor after the completion of work, only after approval of the Engineer – in – Charge. Nothing extra shall be payable on this account.

8.5 Sign Boards

- 8.5.1 The Contractor shall provide and erect a display board of size and shape as required and paint over it, in a legible and workman like manner, the details about the salient features of the project, as required by the Engineer-in-Charge. The Contractor shall fabricate and put up a sign board in an approved location and to an approved design indicating name of the project, client / owner, architects, structural consultants, Department etc. besides providing space for names of other Contractors, Associate contractors and specialized agencies. Nothing extra shall be payable on this account.
 - 8.5.2 A display board shall be kept at site which would list the names of workers, teams and agencies following safety program in the best manner. This would be updated weekly.
 - 8.5.3 Necessary protective and safety equipment shall be provided to the Site Engineer, Supervisory staff, labour and technical staff of the contractor by the Contractor at his own cost and used at site.
 - 8.5.4 No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules / instructions issued by the relevant authorities and as per the direction of Engineer -in- Charge in this regard. Also, all precautions and safety measures shall be taken by the Contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor.
- 9.0** The following procedure should be followed in case of removal of rejected/sub-standard materials from the site of work.
- i. Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the site order book under the signature of the AE/AEE giving approximate quantity of such materials.
 - ii. As soon as the material is removed, a certificate to that effect may be recorded by the AE/AEE against the original entry, giving the date of removal, mode of removal i.e. whether by truck, carts or by manual labour. If removal is by truck, the registration number of the truck should be recorded.

10.0. INSPECTION OF WORKS:

- 10.1 In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by the Superintending Engineer-Cochin, CPWD and other senior officers of CPWD in addition of the Engineer-in-charge, his authorized representatives, Authorities and Team of Third-Party Quality Assurance engaged for the work. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the Engineer-in-charge or other officers as stated above to visit the works shall have been given to the contractor, either himself be present to receive the orders and instructions or have a responsible representative duly accredited in writing, to be present for that purpose.
- 10.2 The committee/consultant appointed by CPWD, shall be inspecting the works including workshops and fabrication factory to ensure that the works in general being executed according to the design, drawings and specifications laid down in the contract. Their

observations shall be communicated by CPWD engineering staff and compliance is to be reported to CPWD. The committee/consultant appointed by CPWD shall certify on completion of particular building that it has been constructed according to the approved drawings design and specifications.

- 10.3 Senior Officers of CPWD, Dignitaries from Central Ministry / Department, State Government and Client Department Authorities shall be inspecting the on-going work at site at any time with or without prior intimation. The contractor shall, therefore, keep updated the following requirements and detailing: -
- i. Display Board showing detail of work, weekly progress achieved with respect to targets, reason of shortfall, status of manpower, wages being paid for different categories of workers.
 - ii. Entrance and area surrounding to be kept cleaned.
 - iii. Display layout plan key plan, building drawings including plans, elevations and sections.
 - iv. Up to date displays of programme chart (Bar charts).
 - v. Keep details of quantities executed, balance quantities, deviations, possible Extra item, substituted Item etc.
 - vi. Keep plastic / cloth mounted one sets of building drawings.
 - vii. Set of Helmets and safety shoes for safety.

11. INSURANCE POLICIES:

Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or property, at site of work. The Contractor shall obtain and submit to the Engineer-in-Charge proper Contractor All Risk Insurance Policy for an amount equivalent to the contract amount for this work, with Engineer-in-Charge as the first beneficiary. The insurance shall be obtained in joint names of Engineer-in-Charge and the Contractor (who shall be second beneficiary). Also, he shall indemnify the Department from any liability during the execution of the work.

12.0. APPLICABLE PERMITS:

- 12.1 The contractor(s) shall give to the Municipality, police and other authorities all necessary notices etc. that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures etc. and pay all fee, taxes including GST and charges which may be levied on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain lights either for illumination or for cautioning the public at night.
- 12.2 The contractor shall ensure that applicable permits mandated by the local bodies and in case warranted for this work are obtained as required under the Applicable Laws.

13.0 LOCAL BYE-LAWS:

- 13.1 The building work shall be carried out in the manner complying in all respects with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.

- 13.2 Some restrictions may be imposed by the local police etc. on the working time and for movement of labour, materials etc. the contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
- 13.3 The contractor shall not stack building material/ malba on the road or on the land owned by any other authority, as the case may be. In case, the Contractor is found stacking the building material/ malba as stated above, he shall be liable to pay the stacking charges as may be levied by local body or authority and also to face penal action as per the rules, regulations and bye-laws of the said body or authority. The Engineer-in-Charge shall be at liberty to recover the 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 or Retention Money in respect of this contract or any other contract.

14.0 FINAL TESTING OF THE INSTALLATION:

The Contractor shall demonstrate trouble free functioning of all the Civil and E & M installations and services. The Engineer-in-Charge or his authorized representatives shall carry out final inspection of the various Civil and E & M services and installations. Any defect(s) noticed during demonstration shall be rectified by the Contractor at his own cost to the entire satisfaction of the Engineer-in-Charge. Nothing extra shall be payable on this account.

- 15.0 **No surplus land is available with the department for allotting to Contractor to set up Labour Campus. The Contractor should make his own arrangement for hiring suitable piece of land for making Labour Campus as per CPWD Model Rules for protection of health and sanitary arrangements which is forming part of GCC-2023, CPWD Specifications and Special Conditions of NIT.**
16. **All the Guidelines/instructions regarding measures Procedures for containment of Covid- 19 issued from time to time by Ministry of Home Affairs/Ministry of Health, Government of India, Kerala Government or any other statutory Authority are to be strictly adhered to.**
17. **The quoted rates shall be deemed to include cost of all measures for COVID control as per guidelines / SOPs / Statutory instructions of Government authorities from time to time and nothing extra shall be paid.**
18. **The rates quoted by the tenderer shall be inclusive of all taxes including GST and levies applicable in respect of this contract. Government will not entertain any claim whatsoever in respect of the same.**
19. **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.**

20. ASSOCIATION OF OTHER AGENCY(S) FOR EXECUTION OF SPECIALISED WORKS BY THE BUILDING CATEGORY CONTRACTOR: -

The Minimum eligibility criteria for Specialized work, Associate Agency wherever applicable is as follows :

S.N.	COMPONENT OF E&M WORKS	ESTIMATED COST(Rs.)	ELIGIBILITY
I	ELECTRICAL INSTALLATIONS	Rs. 5,07,689/-	If the main contractor does not possess valid Electrical license of appropriate class / voltage for executing the work then, he shall associate with eligible CPWD enlisted contractor, possessing valid Electrical Contractor License of appropriate class / Voltage issued by competent authority. Three similar works each of value not less than Rs. 2.03 Lakhs. OR Two similar works each of value not less than Rs. 3.05 Lakhs. OR One similar work of value not less than Rs. 4.06 Lakhs. Similar works means: "SITC of Internal Electrical Installations works"
II	LIFT	Rs. 1,00,60,859/-	The main contractor shall have to associate with OEM / agency fulfilling the following eligibility criteria having successfully completed during last seven years ending up to previous day of last date of submission of tender as given below with completion certificate issued by an officer not below the rank of Executive Engineer or equivalent duly attested. Three similar works each of value not less than Rs. 40.24 Lakhs. OR Two similar works each of value not less than Rs. 60.37 Lakhs. OR One similar work of value not less than Rs. 80.49 Lakhs. Similar works means: "SITC of Lift works"

- (a) Certificate of compliance of lift manufacturer to BIS standards duly certified by the manufacturer itself in notarized affidavit as per **Annexure-X1** in non-judicial stamp paper worth Rs. 200/-.
- (b) Undertaking from lift manufacturer regarding availability of spares for the entire life of lift i.e., for 20 years as per **Annexure-X2** as notarized affidavit in non-judicial stamp paper worth Rs. 200/-
- (c) Certificate of compliance of the complete lift installation including its components, safety devices, various type of controls, etc. testing, inspection, operation and maintenance conform to relevant codes, standards, code of practices, guidelines, safety rules, Inspection manual(s), rules issued by Bureau of Indian Standards, as amended upto date in notarized affidavit in stamp paper worth Rs. 200/-
- (d) Certificate of quality standards conforming to IS/ISO- 9001: 2015.
- (e) The downtime of installed lifts, which are being maintained by the manufacturer, shall not be more than 8 hours (average) in case of minor faults and 7 days (average) in case of major faults in last one financial year self certified in notarized affidavit in non-judicial stamp paper worth Rs. 200/-.

Executive Engineer (E) – Kochi
CPWD, Kochi

UNDERTAKING FROM LIFT MANUFACTURER
(SELF CERTIFICATION IN CONFORMITY TO RELEVANT CODES AND STANDARDS
ISSUED BY BIS)

We, M/s..... (with name of OEM for lift and complete address) hereby certify that the entire lift installation including components, safety devices, various types of controls etc., testing, inspection, operation & maintenance shall conform to relevant Codes, Standards, code of practices, guidelines, safety rules, inspection manual(s), rules issued by Bureau of Indian Standards, as amended up to the last date of receipt of tender as per the following list of BIS Standards.

1. IS 14665 (Part-1) : 2000
2. IS 14665 (Part-2 / Section 1 & 2) : 2000
3. IS 14665 (Part-3 / Section 1 & 2) : 2000
4. IS 14665 (Part-4 / Section 1 to 9) : 2001
5. IS 14665 (Part-5) : 1999
6. IS 15785 : 2007
7. IS: 15330: 2003

In addition to the above BIS Standards the entire lift installation and its individual components shall comply to all other relevant codes / Standards as applicable.

For M/S,

.....

(Authorized signatory of lift manufacturer)

Note: To be furnished on a 'Non-Judicial' stamp paper worth Rs. 200/-

UNDERTAKING FROM LIFT MANUFACTURER

(To be submitted prior to the supply of lift)

We stand guarantee for availability of spares for the entire life of the lift for a period of minimum years after completion of the installation or handing over of the lift whichever is later.

(Note: period shall be upto 20 years)

For M/S,

.....

(Authorized signatory of lift manufacturer)

Note: To be furnished on a 'Non-Judicial' stamp paper worth Rs. 200/-

Note:

- a) The main contractor shall submit name and credentials w.r.t. meeting eligibility criteria for specialize agency he propose to associate for the specialize work(s). The approval of specialize agency shall be given by Engineer-in-charge of work. The Contractor and the associated specialized agencies shall give required affidavit to confirm their association.
- b) However, the contractor shall also be eligible to carry out himself any or all of these works without associating any specialized agency provided:
 - (i) He fulfils the prescribed eligibility criteria respectively for these work(s).
or
 - (ii) He directly procures the equipment of approved make from manufacturer and get it installed from authorised agency/service provider of the manufacturer or specialized agency as per criteria mentioned above.
- c) Wherever work is specified to be done or material procured through specialized agencies, their names shall be got approved well in advance from Engineer- in-charge of relevant component. Failure to do so shall not justify delay in execution of work. It is suggested that immediately after award of work, contractor should negotiate with concerned specialist agencies and send their names for approval to Engineer-in-charge. Any material procured without prior approval of Engineer- in- charge in writing is liable to be rejected. Engineer- in-charge reserves right to get the materials tested in laboratories of his choice before final acceptance.
- d) The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to last date of submission of tender. For other conditions, refer special conditions specified in Part C.
- e) The applicant/ main contractor has to submit consent letters from at least one eligible associate agency of the respective component within 15 days of award of work OR before start of minor component of work whichever is earlier.

The main contractor will submit Affidavit of MOU signed with eligible associated contractor. The Affidavit of MOU shall be signed by both contractors, Main contractor as 1st party and associated contractor as 2nd party, independently for
“ Replacement of 4 Nos 13 Passenger Lifts at GPOA, Kendriya Bhavan, Kakkanad, Kochi, Kerala.” specified as above.
- f) If the main contractor fails to associate agency for execution of minor components of work within 15 days of award of work OR before start of minor component of work whichever is earlier or furnishes incomplete details or furnishes details of ineligible agencies even after the tenderer is given due opportunity, the entire scope of such component of work shall be withdrawn from the tender and the same shall be got executed by the Engineer-in-Charge at the risk and cost of the main contractor.
- g) Verifiable completion certificates of the work, registration/approval documents, self-attested GST registration documents in respect of the associated agencies as the case may be, duly attested by the applicant shall be submitted within 15 days of award of work OR before start of minor component of work whichever is earlier.

- h) Self-attested GST registration documents in respect of the associated agencies shall be submitted within 15 days of award of work OR before start of Specialized / minor component of work whichever is earlier.
- i) It shall be the responsibility of main contractor to sort out any dispute / litigation with the Specialized Agencies without any time & cost overrun to the Department. The main contractor shall be solely responsible for settling any dispute / litigation arising out of his agreement with the Specialized Agencies. The contractor shall ensure that the work shall not suffer on account of litigation/ dispute between him and the specialized agencies / sub-contractor(s). No claim of hindrance in the work shall be entertained from the Contractor on this account. No extension of time shall be granted and no claim what so ever, of any kind, shall be entertained from the Contractor on account of delay attributable to the selection/rejection of the Specialized Agencies.

[This Form is to be submitted by the Main agency/contractor within 15 days from date of commencement of work (if he desires to associate other agency for execution of Specialized E & M works)]

MEMORANDUM OF UNDERSTANDING (MOU) FOR ASSOCIATED CONTRACTOR

(To be submitted individually for each package of work for which main agency is not having the prescribed eligibility as per NIT)

(Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-)

M/s. (Name of the firm with full address)

(Henceforth called the Main Contractor)

And

M/s. (Name of the firm with full address)

(Henceforth, called the Associated Contractor)

Name of work: **Replacement of 4 Nos 13 Passenger Lifts at GPOA, Kendriya Bhavan, Kakkanad, Kochi, Kerala.**

NIT No: *****

This Memorandum of Understanding (MOU) is made at on
Between(herewith called the main contractor) having its registered office at which expression shall unless repugnant to the subject or context include its administrators, successors and assigns.

and

..... (herewith called the Associated contractor) having its registered office at which expression shall unless repugnant to the subject or context include its administrators, successors and assigns.

Whereas the main contractor has agreed to entrust the (NAME OF THE PACKAGE) only to the associated contractor.

We state that MoU between us will be treated as an agreement and has legality as per Indian Contract Act (amended up to date) and the department (CPWD) can enforce all the terms and conditions of this agreement for execution of the (NAME OF THE PACKAGE) only in respect of above work. Both of us shall be responsible for the execution of (NAME OF THE PACKAGE) as per the agreement to the extent this MoU allows. In case of any delay in the payment by the main contractor, the associated contractor can apply to the CPWD to release the payment under Clause 7B and deduct the same from the bills of the main contractor. In case of any dispute, either of us will go for mediation by the CE or SE (as the case may be) and his decision shall be final and binding on both of us.

We have further agreed as under:

1. The Associated Contractor will execute (NAME OF THE PACKAGE) works as per terms and conditions of this agreement.
2. All the machinery and equipment, tools and tackles required for execution of the (NAME OF THE PACKAGE) works, as per this MoU, shall be the responsibility of the Associated Contractor.
3. The site staff required for the execution of (NAME OF THE PACKAGE) work shall be arranged by the Associated Contractor as per terms and conditions of this MoU.
4. All the correspondence regarding execution of the (NAME OF THE PACKAGE) work shall be done by the department with the main contractor. In case of non-compliance of the provisions of agreement of the work by the associated contractor, the main contractor shall be held responsible and action will be taken against him as per agreement provisions.
5. In case of non-performance, associated contractor will be debarred from participation or association in the CPWD tenders by the CPWD.

(Authorized Signatory)

SIGNATURE OF THE MAIN
CONTRACTOR

Date :

Place :

1. Witness with address

(From main contractor side)

(Authorized Signatory)

SIGNATURE OF ASSOCIATED
CONTRACTOR

Date :

Place :

1. Witness with address

(From associated contractor side)

**CONSENT LETTER FROM ELIGIBLE ASSOCIATE AGENCY OF MINOR COMPONENT
OF WORK**

(to be submitted for each and every E&M component)

[This Form is to be submitted by the Main agency/contractor within 15 days from date of commencement of work (if he desires to associate other agency for execution of Specialized E & M works)]

I / We hereby give my consent to associate with M/s, for executing the minor component of work of (Mention category).

1. I / We will execute the work as per specifications and conditions of the agreement and as per directions of the Engineer –in-Charge for the corresponding minor work till the completion of the work.
2. I / We will be responsible for necessary action to handover the installations and for rectification of defects and repair during the maintenance / warranty period.
3. Also, I / We will employ full time technically qualified Engineer / supervisor for the minor component of the work as required for the work. I / We will attend inspection of officers of the department as and when required.

Date:

Signature with date of Major component

Signature with date of Associate/ Minor Component

Contractor
Address

Contractor
Address

Witness with address
(From major component contractor side)

Witness with address
(From minor component contractor side)

CPWD-7

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

Percentage Rate Tender & Contract for Works

(A) Tender for the work of: - **Name of Work:**

Replacement of 4 Nos 13 Passenger Lifts at GPOA, Kendriya Bhavan, Kakkanad, Kochi, Kerala.

(i) Tender to be uploaded by **15:00 hours on 28.10.2026** to Executive Engineer (E)- Kochi, CPWD, Kendriya Bhavan, Kakkanad, Kochi/ uploaded at www.etenderwizard.cpwd.gov.in.

(ii) Tender to be opened in presence of tenderers who may be present at **15:30 hours** on **28.10.2026** in the Office of Executive Engineer (E)- Kochi, CPWD, Kendriya Bhavan, Kakkanad, Kochi.

TENDER

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

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions 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 in case of Single Bid system and ~~Sixty (60) days from the date of opening of Technical Bid in case Tenders are invited on 2/3 bid system for specialized works and~~ not to make any modification in its terms and condition.

I/We have deposited **Earnest Money Deposit (EMD)** for the prescribed amount as per the bid document.

A copy of earnest money in receipt treasury challan / deposit at call receipt of a scheduled bank/ fixed deposit receipt of scheduled bank / demand draft of a scheduled bank / bank guarantee issued by a schedule bank is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said 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 Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-tendering process of the work.

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

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

Dated:

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

ACCEPTANCE

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

On non – judicial Stamp paper of Minimum Rs 100/-

(Guarantee offered by Bank to CPWD in connection with the execution of Contracts)

**FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / PERFORMANCE
GUARANTEE / SECURITY DEPOSIT / MOBILIZATION ADVANCE**

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

OR**

Whereas the Executive Engineer(name of Division) CPWD on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number with(name and address of the contractor).....(hereinafter called "the Contractor") for execution of work(name of the work).....The Government has further agreed to accept 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 Hereinafter 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 hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
4. We, ...(indicate the name of the Bank)....., further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractors 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 contractors shall have no claim against us for making such payment.

5. We(Indicate the name of the Bank) further agree with the Government that the Government 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 contractors 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 contractors and to for-bear 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 contractors 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. We, ...(indicate the name of the Bank), further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee, the Government may have in relation to the Contractor's liabilities.
7. This Guarantee will not be discharged due to the change in the constituted 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 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.

Dated.....

Witness :

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Signature Name and Address | <p>Authorized signatory</p> <p>Name</p> <p>Designation</p> <p>Staff Code No.</p> <p>Bank Seal</p> |
| <ol style="list-style-type: none"> 2. Signature Name and Address | |

***Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for Two / Three Bid system from the date of submission of Tender.**

**** In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for Earnest money or for Performance Guarantee / Security Deposit / Mobilization Advance, as the case may be.**

PROFORMA OF SCHEDULE

SCHEDULE 'A'

Schedule of quantities (as per PWD-3)

: See part D of the NIT

SCHEDULE 'D' -

Extra schedule for specific requirements/document for the work, if any. : NIL

SCHEDULE 'E'

Reference to General Conditions of contract.

CPWD General Conditions of Contract 2023 – Construction Works with up to date amendments.

Name of Work:

Replacement of 4 Nos 13 Passenger Lifts at GPOA, Kendriya Bhavan, Kakkanad, Kochi, Kerala.

Estimated cost of work:	Rs. 1,23,23,776/-
(i) Earnest Money Deposit	Rs. 2,46,476/-
(ii) 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 Clause (a) above, shall be increased by an amount equal to the difference between Eighty percent (80%) of the ECPT and the Tendered amount.
(iii) Security Deposit	2.5% of Tendered Amount

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

Officer inviting tender

:

Executive Engineer (E) - Kochi
CPWD, Kendriya Bhavan,
Kakkanad, Kochi – 682 037

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 as given below :

See below

Definitions:

2(v) Engineer-in-Charge	Executive Engineer (E) - Kochi CPWD, Kendriya Bhavan, Kakkanad, Kochi – 682 037
2(viii) Accepting Authority.	Superintending Engineer -Cochin CPWD, Kendriya Bhavan, Kakkanad, Kochi – 682 037
2(x) Percentage on cost of materials and Labour to cover all overheads and profits:	15%
2(xi) Standard Schedule of Rates	Delhi Schedule of Rates (E&M)2025,with up to date amendments and prevailing market rates as applicable.
2(xii) Department	CPWD
9(ii) Standard CPWD Contract Form	CPWD GCC 2023 – Construction Works Form 7/8 with up to date amendments.

Clause 1

(i) Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable labour **07 (Seven) days**

Labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance

(ii) Maximum allowance extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above **07 (Seven) days**

Clause 2

Authority for fixing compensation under clause 2 Superintending Engineer – Cochin
CPWD, Kendriya Bhavan,
Kakkanad, Kochi – 682 037

Clause 5

Number of days from the date of issue of letter Of acceptance for reckoning date of start **07(Seven) days**

Authority to decide:

(i) Authority to convey the decision of shifting of mile stone and Extension of time : Executive Engineer (E) – Kochi
CPWD, Kendriya Bhavan, Kakkanad
Kochi – 682 037

- (ii) Rescheduling of mile stones and Extension of time : Superintending Engineer – Cochin
CPWD, Kendriya Bhavan, Kakkanad
Kochi – 682 037
- (iii) Shifting of date of start in case of delay in handing over of site : Superintending Engineer – Cochin
CPWD, Kendriya Bhavan, Kakkanad
Kochi – 682 037

Mile stone(s) as per table given below: -

S.No.	Description of Milestone (Physical)	Time Allowed in Days (from date of start)	Amount to be with-held in case of non achievement of mile stone
1	Submission of GA drawing for lift equipment.	15 Days	1% of Tendered value of the work
2	Dismantling of 4 Nos Lift (2 Nos from C1 Block, 1 No each from C3 & A1 Block and Supply of 1 No Lift Equipment.	60 Days	1% of Tendered value of the work
3	Completion of allied Civil Works i/c modification of lift shaft.	75 Days	1% of Tendered value of the work
4	Installation, Testing and Commissioning of all 4 Lifts i/c Civil Works + trial run.	105 Days	1% of Tendered value of the work
5	Handing over of entire installation along with all statutory approvals	120 Days	1% of Tendered value of the work

Clause 5.1 (iv)

Schedule of rate of recovery for any delay in submission of the Programme /Modified programme in terms of delay days

: **Rs 1000/- per week**

Clause 5.2

Documentation of Hindrances	1. The contractor has to first register himself through a registration form, available on CPWD website under 'Contractors Login' tab. After registration, User ID and password will be automatically generated and sent on his registered mobile and email ID. Using this User ID and Password he can access the module and view all the works which are being carried out by him in CPWD and he can register the hindrance against any particular work. After recording the hindrance by the contractor, it will be visible to all concerned officers (JE and above) of that work. An alert through text message and email will be sent to EE.
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	2. Executive Engineer will first assign the work to the JEs/AEs who will give their comments on the hindrance within 2 days. After that Executive Engineer of the work will have to take appropriate action on the hindrance within 2 days. The comments of JEs/AEs will not be visible to contractor, only the decision of the Executive Engineer on the hindrance will be visible to contractor under "Decision of the Engineer-in-charge."
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Time allowed for execution of work	:	04 (Four) months
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Clause 6**Computerized Measure Book (CMB) /
Electronic Measurement Book (EMB)**

Mode of Measurement : **CMB / EMB**
(if any technical problem in EMB then Engineer-in-charge can allow CMB) with approval of Superintending Engineer-Cochin

Clause 7

Gross work to be done together with net payment : **As per GCC 2023 – Construction Works**

/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.

Clause 7A

Whether Clause 7A shall be applicable : Yes

Clause 8A

Compensation for non-Submission of compensation plans

: 0.1% of tendered value

Authority to decide compensation on account if Contractor fails to submit completion plans

: Superintending Engineer – Cochin
CPWD, Kendriya Bhavan, Kakkanad
Kochi – 682 037

Clause 10A

List of testing equipment to be provided by the Contractor : Megger, Earth Tester, Multimeter

Clause 10B (ii)

Whether Clause 10 B (ii) shall be applicable : No

Clause 10C (Applicable in only those contracts where 10cc is not applicable)

Component of labour expressed as percent of value of work : 25%

Clause 10CA : Deleted

Clause 10CC : **Applicable /Not Applicable**

A. For Construction period

SI No.	Relevant component of Material / Labour for price escalation	Percentage of total value of work
1.	Cement component	
2.	Labour Component	
3.	Civil Component of other Construction Materials	
4.	E & M (Electrical & Mechanical) component of Construction Materials	
5.	POL (Diesel) component	
6.	Reinforcement steel bars / TMT bars / structural steels (including strands and cables) component	
7.	Bitumen component	
	Total	100%

B For maintenance period

SI No.	Relevant component of Material / Labour for price escalation	Percentage of total value of work
1.	Labour component	
2.	Civil Component of other Construction Materials	
3.	E & M (Electrical & Mechanical) component of Construction Materials	
4.	Bitumen component (For Road work component)	
	Total	100%

Clause 11

Specifications to be followed for execution of work: **CPWD General Specifications for Electrical Works Part-I- Internal 2023, Part-II External 2023, General Specifications for Electrical works (Part-III – Lifts & Escalators) – 2003, As per relevant IE Rules and also as per direction of the Engineer-in-Charge.**

Clause 12

<u>Clause 12</u>	:	The completion cost shall, in no case, exceed 1.5 times the contract amount. Contractor will devise a system to keep a watch on quantum of work vis-a-vis balance item to complete design scope of work and will give the alerts to Engineer-in-charge before taking up extra item(s),
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		deviation(s) so that completion cost does not exceed above limit. Work executed beyond above limit will neither be recorded nor be paid. Engineer-in charge will verify and confirm the alerts before assigning deviations (s) and / or extra item(s) to the contractor. If additional work (s) is required to complete defined scope of work beyond above limit the Engineer-in-charge may take up such work (s) separately. The contractor will not have any claim (s) whatsoever on this account.
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Clause 12.2 & 12.3

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work. : **100%**

Clause 16

Competent Authority for deciding reduced rates. : Superintending Engineer – Cochin CPWD, Kendriya Bhavan, Kakkanad, Kochi – 682 037

Clause 18

List of mandatory machinery, tools & plants to be deployed : As required for timely execution of by the Contractor at site work as per directions of Engineer-in-charge.

Clause 19C authority to decide penalty for each default : Executive Engineer (E) –Kochi, CPWD

Clause 19D authority to decide penalty for each default : Executive Engineer (E) –Kochi, CPWD

Clause 19G authority to decide penalty for each default : Executive Engineer (E) –Kochi, CPWD

Clause 19K authority to decide penalty for each default : Executive Engineer (E) –Kochi, CPWD

Clause 25**Constitution of Dispute Redressal Committee (DRC)**

Conciliator for settlement of Disputes	:	Additional Director General, Region Kochi, CPWD
Arbitrator Appointing Authority	:	Superintending Engineer – Cochin CPWD, Kendriya Bhavan, Kakkanad Kochi – 682 037
Place of Arbitration	:	Cochin, Kerala

Clause 32**Requirement of Technical Representative(s) and recovery Rate**

S.No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical Representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 32	
						Figures	Words
1	Graduate Engineer OR Diploma Engineer	Electrical	Site Engineer	02 Year s 05 Year s	1	Rs. 15,000/- per month per person	Rupees Fifteen Thousand Only 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 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 holder should not exceed 50% of requirement of degree Engineers.

Clause 38-

- (i) (a) ~~Schedule / statement for determining theoretical quantity~~
~~Of cement & bitumen on the basis of DSR 2022 with modified & correction slips~~
~~issued till last date of submission of Tender.~~
- (ii) ~~Variations permissible on theoretical quantities:~~
- (a) ~~Cement~~
~~For Works with estimated cost put to Tender~~
~~Not more than Rs 25 Lakhs : 3% plus/minus~~
~~For Works with estimated cost put to Tender~~
~~more than Rs 25 Lakhs : 2% plus/minus~~
- (b) ~~Bitumen all works : 2.5% plus & only & nil on minus side~~
- (c) ~~Steel reinforcement and structural steel~~
~~Sections for each diameter, section & category : 3% plus/minus~~
- (d) ~~All other materials : NIL~~

Executive Engineer (E) – Kochi
CPWD, Kochi

I N T E G R I T Y P A C T

To,

.....
.....
.....

Sub: NIT No. 50/SE/EE(E)-KOCHI/2026-27 for the work:-

Name of Work: Replacement of 4 Nos 13 Passenger Lifts at GPOA, Kendriya Bhavan, Kakkanad, Kochi, Kerala.

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 (E) - KOCHI,
CPWD, KOCHI.**

I N T E G R I T Y P A C T

To,

**Executive Engineer (E) - Kochi
C.P.W.D.
Kendriya Bhavan
Kochi - 682037**

Sub: Submission of Tender for the work of: -

**Replacement of 4 Nos 13 Passenger Lifts at GPOA, Kendriya Bhavan,
Kakkanad, Kochi, Kerala.**

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)

I N T E G R I T Y P A C T**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 (E) -Kochi, C.P.W.D., Kendriya Bhavan, Kochi - 682037**, (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. 50/SE/EE(E)-KOCHI/2026-27**) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for:-

Name of Work:

Replacement of 4 Nos 13 Passenger Lifts at GPOA, Kendriya Bhavan, Kakkanad, Kochi, Kerala.

Hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract,

- demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code(IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of 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 CON 255 Page 9 payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) **Forfeiture of Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Performance Guarantee / 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 image 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:

- 1.
(Signature, name and address)

- 2.
(Signature, name and address)

Place :
Date: