

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

निविदा आमंत्रण सूचना
NOTICE INVITING TENDER (NIT)

सूचकांक/INDEX

Name of Work: Execution of balance works in the campus of New Technology Centre of MSME at Angamali, Kochi, Kerala. SH: Shifting of stacked good earth from MSME campus (part quantity)

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It is certified that this document contains Three parts i.e Part A, Part B and Part C containing Page Nos 1 to 29

Executive Engineer – Cochin
CPWD, Cochin

Correction -NIL

Insertion – NIL

Deletion = NIL

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PART -A

INFORMATIONS AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING CPWD-6 CPWD 8 SCHEDULE A TO F

**INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR
e- TENDERING FORMING PART OF BID DOCUMENT**

The Executive Engineer – Cochin, CPWD, 2nd Floor, 'C' Block, Kendriya Bhavan, Kakkanad, Kochi - 682 037 on behalf of the President of India invites online item rate bids from approved and eligible contractors of CPWD under Building & Roads category of Class V & above and other eligible agency/Firm for the following work:

S.No.	NIT No.	Name of work & Location	Earnest Money	Stipulated Period of Completion of work	Last date & time of submission of bid, copy of receipt for deposition of original EMD and other document as specified in the NIT	Time & date of opening of Bid
1	2	3	5	6	7	8
1	42/2026-27/CHCD/COCHIN/I	Execution of balance works in the campus of New Technology Centre of MSME at Angamali, Kochi, Kerala. SH: Shifting of stacked good earth from MSME campus (part quantity)	Rs. 2,40,000/-	01 Month	02-11-2026 up to 15.00Hrs	02-11-2026 At 15.30Hrs

- The intending bidder must read the terms and conditions of **CPWD-6** carefully. He should submit his bid only if he considers himself eligible and he is in possession of all the documents required.
- Information and instructions for bidders posted on website shall form part of bid document.
- The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://etender.cpwd.gov.in> or www.cpwd.gov.in free of cost.
- 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 Bankers Cheque or Fixed Deposit Receipts or /and Bank Guarantee (For balance amount as prescribed) from any of the Commercial Bank towards EMD in favour of Executive Engineer as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer (including NIT issuing EE/ AE), CPWD and other documents as specified.
- Those contractors who are not registered or have not updated their profile on the website mentioned above, are required to get registered/update their profile beforehand. The necessary training materials including the videos with step to step process are available on download section of <https://etender.cpwd.gov.in>

Correction -NIL

Insertion – NIL

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Deletion = NIL

6. The intending bidder must have valid Class-III digital signature certificate with encryption key (combo type) to perform any operations/transactions on the e-tendering portal/website and the bidder should download and install the eMsigner on their system as per instructions available on download section of <https://etender.cpwd.gov.in>.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Contractor can upload documents in the form of **JPG** format and **PDF** format.
9. Contractors must ensure to quote rate in the prescribed column (s) meant for quoting rate in figures that appears in yellow colour and the moment rate is entered, it turns sky blue.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank, the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (Zero).

However, If a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

10. GST or any other tax applicable in respect of inputs procured by the contractor for the contract shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST ACT 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.
11. The tenderer must associate with himself, agencies of the appropriate eligibility to tender for each of specialized nature of items / work listed below individually. Such works shall be got executed only through associated agencies specialized in these fields. The tenderer whose tender is accepted shall indicate the name(s) of his associated specialized agencies those fulfilling the eligibility criteria laid down below after award of work and at least 30 days before commencement of such items / work for the approval of the Engineer-in-Charge of that component, whose decision shall be final and binding. If the tenderer, himself fulfills the eligibility criteria laid down below for associated specialized agencies, then the tenderer shall not require to associate with himself the associated specialized agency.
12. All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any.

13. Considering the urgency of work, if the work does not start within 3 days of letter of acceptance the Engineer in Charge shall have the right to terminate the work without prior notice to the contractor.

14. Not with standing anything written elsewhere, the following documents are also part of this NIT / agreement even though not attached in NIT / agreement.
 - i. General Conditions of Contract 2023 for Maintenance woks for Central PWD works as modified and corrected upto previous day of the last date of submission of e-tender.
 - ii. CPWD Specification 2019 Volume I & II as modified and corrected upto previous day of the last date of submission of e-tender.

- iii. Relevant IS codes / BIS as modified and corrected upto previous day of the last date of submission of e-tender.

These documents and their amendments are available as standard publications and available on CPWD website and in the Market/BIS outlets as price publication.

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

- i. Account Payee Demand draft/Insurance Surety Bonds/Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank against EMD as prescribed.
- ii. Copy of receipt for deposition of original EMD issued from division office of any Executive Engineer, CPWD (including NIT issuing EE).The EMD receiving Executive Engineer (including NIT issuing EE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format, up loaded by tender inviting EE in the NIT **(Form 'C' at Page No. 6)**
- iii. Under taking for site inspection (intending bidder must upload undertaking that they have inspected and examine the site and its surrounding before submitting their bids. **(at Page No. 7)**
- iv. PAN Card
- v. **GST registration certificate as applicable, if already obtained by the bidder.**

If the bidder has not obtained GST registration as applicable, then he shall scan and upload **(Form "G" at Page No. 8)**.

If any mandatory document listed above 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.

Executive Engineer – Cochin
CPWD, 2ndFloor, A – Block,
Kendriya Bhavan,
Kakkanad, Kochi-682037
Email- chcd.cpwd@gov.in

RECEIPT OF DEPOSITION OF ORIGINAL EMD (FORM “C”)

(Receipt No. / date.....)

1. **Name of Work: Execution of balance works in the campus of New Technology Centre of MSME at Angamali, Kochi, Kerala. SH: Shifting of stacked good earth from MSME campus (part quantity)**

2. NIT No. : **42/2026-27/CHCD/COCHIN/I**

3. Amount of Earnest Money Deposit : **Rs. 2,40,000/-**

4. Last date & Time of submission of Bid: **02-11-2026, 15:00 Hrs**

1. Name of Contractor:

2. Form of EMD :

3. Amount of Earnest Money Deposit:

4. Date of submission of EMD:

To be filled by EMD receiving EE.

.....
Signature, Name and Designation of EMD
Receiving officer (EE/AAO/AE) along with Officer Stamp

Note:-

- (i) The EE/Engineer in Charge/DDH of any divisions/projects of CPWD or any other office designated by CPWD Directorate from time to time, are authorized to receive the EMDs. These authorities should receive the original EMD for their tenders or tenders of any other division/projects.
- (ii) The NIT approving authority/ Tender inviting authority at the time of issue of NIT also fills and upload the prescribed format of receipt of deposition of original EMD along with NIT
- (iii) The Authority receiving EMD in original form examines the EMD deposited by the bidder and issues receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting authority. The receipt can also be issued by any subordinate gazette authority as authorized by the EE/Engineer in Charge/DDH.
- (iv) The authority receiving original EMD also intimates tender inviting authority about deposition of EMD by the agency by email/fax/telephonically.
- (v) The original EMD receiving authority releases the EMD to unsuccessful bidders after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier, after verification form the e- tendering portal website (<https://etender.cpwd.gov.in> > closed Tender > all) that the particular contractor is not L-1 tenderer and work is awarded.
- (vi) The tender inviting authority calls for original EMD of the L1 tenderer from EMD receiving authority immediately.

Correction -NIL

Insertion – NIL

Deletion = NIL

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DECLARATION ABOUT SITE INSPECTION

To,
**The Executive Engineer
Cochin Central Division,
Central PWD
Cochin,**

Sub: **NIT No.: 42/2026-27/CHCD/COCHIN/I** for the work: Execution of balance works in the campus of New Technology Centre of MSME at Angamali, Kochi, Kerala. SH: Shifting of stacked good earth from MSME campus (part quantity)

Dear Sir,

It is hereby declared that, I/ We the bidder inspected and examined the material and site and its surrounding and satisfy myself/ 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 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)

Form 'G'

UNDERTAKING REGARDING GST REGISTRATION

To,

**The Executive Engineer - Cochin,
CPWD, Cochin**

Sir,

Subject: - Execution of balance works in the campus of New Technology Centre of MSME at Angamali, Kochi, Kerala. SH: Shifting of stacked good earth from MSME campus (part quantity)

Having examined the details given in press notice and bid document for the above work, I/We hereby submit the following.

*“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”.*

Seal of bidder.

Date of submission

Signature(s) of bidder(s)

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

1. Online item rate bids are invited on behalf of the President of India from approved and eligible contractors of CPWD under Building & Roads category of Class V and above and other eligible agencies/firm for the following work.

Name of Work: Execution of balance works in the campus of New Technology Centre of MSME at Angamali, Kochi, Kerala. SH: Shifting of stacked good earth from MSME campus (part quantity)

The enlistment of the contractors shall 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.

2. The bidders have to quote their rates both for **NORMAL ITEM** and **MINUS ITEM** in the tender schedule of quantities. The normal item shall have (+) positive figure. The net quoted amount will be considered as the tendered amount. If net quoted amount is positive this amount will be paid to the contractor/firm by the CPWD on completion of work. If net quoted amount is negative this amount will be paid to the CPWD by the contractor /firm before taking away serviceable materials.
3. Agreement shall be drawn with the successful bidders on prescribed Form No. **CPWD 8** 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.
4. **The time allowed for carrying out the work will be 01 (One) month from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.**
5. **The site for the work is at MSME Campus, Angamali, Kochi, Kerala.**
6. 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 <https://etender.cpwd.gov.in> or www.cpwd.gov.in free of cost.
7. After submission of the bid, the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified. While submitting the revised bid, contractor can revise the rate any number of times but before last date and time of submission of bid as notified.
8. Earnest Money in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (for balance amount as prescribed) from any of the Commercial Banks **(drawn in favour of Executive Engineer, Cochin Central Division, CPWD, Kochi)** shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. The EMD receiving Executive Engineer shall issue a receipt

Correction -NIL

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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.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any commercial bank having validity for 90 days or more after the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

The earnest money given by all the tenderers except the lowest tenderer shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, in case of two/three bid system earnest money deposit of bidders unsuccessful during technical bid evaluation etc should be returned within 30 days of declaration of result of technical bid evaluation.

Copy of Enlistment Order and other documents as specified in NIT shall be scanned and uploaded to the e-tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified shall have to be submitted by the lowest bidder 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 original EMD deposited with any division office of CPWD and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 15:30 Hrs on 02-11-2026

- 9. The bid submitted shall be come invalid and e-Tender processing fee (if applicable) 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. If the documents stipulated in the bid document are not uploaded, then bid will become invalid and shall summarily be rejected.
 - (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
10. The contractor whose bid is accepted will be required to furnish performance guarantee at specified percentage of the tendered amount as mentioned in Schedule E and within the period specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the commercial banks in accordance with the prescribed form.

In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

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

11. The Description of the work is as follows:

Execution of balance works in the campus of New Technology Centre of MSME at Angamali, Kochi, Kerala. SH: Shifting of stacked good earth from MSME campus (part quantity)

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. **The contractor is responsible for obtaining at his own cost all required Permits/approvals and licences from Local Bodies / Statutory authorities for shifting of stacked good earth from MSME campus(part Quantity) and nothing extra shall be paid.**

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 condition all rebate is put forth by the bidders shall be summarily ejected.
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

Correction -NIL

Insertion – NIL

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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 Housing & Urban Affairs. 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 anytime 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 bids for the work shall remain open for acceptance for a period of 30 (Thirty) days from the due date of opening of Bid.**
 - (i) If any tenderer withdraws his tender or makes any modification in the terms and condition of the tender which is not acceptable to the department within 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money cum PG absolutely irrespective of letter of acceptance for the work is issued or not.
 - (ii) If any tenderer withdraws his tender or makes any modification in the terms and conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
 - (iii) In case of forfeiture of earnest money as prescribed in para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same 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 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - (a) The Notice Inviting Bid, all the documents including Special conditions, 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 there to.
 - (b) Standard C.P.W.D. Form8 modified and corrected upto last date of receipt of tender or other standard CPWD form as applicable.
19. The intending bidders are required to update their profile in CPWD e- tender portal and to upload their bids well in advance of last date of submission of tender. Any issue related to updating profile/ uploading tender can be resolved through the concerned Executive Engineer/ Assistant Engineer (e- mail Id : chcd.cpwd@gov.in) or ERP help line no. 18001803286 or e-mail cpwd.support@techmahindra.com. The e- tendering bidders are also advised not to wait to raise any issues till the last date of submission of bid in their own interest

Executive Engineer – Cochin
CPWD, 2ndFloor, A – Block,
Kendriya Bhavan,
Kakkanad, Kochi-682037
Email- chcd.cpwd@gov.in

Correction -NIL

Insertion – NIL

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**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

Item Rate Tender & Contract for Works

(A) Tender for the work of:

Execution of balance works in the campus of New Technology Centre of MSME at Angamali, Kochi, Kerala. SH: Shifting of stacked good earth from MSME campus (part quantity)

(i) Tender to be uploaded by **15:00 hours on 02-11-2026** at **at <https://etender.cpwd.gov.in>**

(ii) Tender to be opened in presence of tenderers who may be present at **15:30 hours on 02-11-2026*** in the Office of Executive Engineer, CHCD, CPWD, 2nd floor, C – block, Kendriya Bhavan, Kochi – 682037

TENDER

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

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all 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 opening of bid 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 deposit receipt of prescribed amount deposited in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as prescribed) issued by a commercial 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 performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions

Correction -NIL

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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 (GCC).

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-tendering process of the work.

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

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

Dated:

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

e-mail Ids:

Mob Nos:

Telephone Nos:

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:

PROFORMA OF SCHEDULES FOR MAJOR COMPONENT (CIVIL)**SCHEDULE 'A'**

Schedule of quantities (as per PWD-3)

: See part C 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 : GCC 2023 Maintenance Works, Form 8 as modified and corrected upto previous day last date of submission of the e-tender

Name of Work	:	Execution of balance works in the campus of New Technology Centre of MSME at Angamali, Kochi, Kerala. SH: Shifting of stacked good earth from MSME campus (part quantity)
a. Earnest Money	:	Rs. 2,40,000/-
b. Performance Guarantee	:	25% of the absolute value of tendered amount
c. Security Deposit	:	NIL

SCHEDULE 'F'**GENERAL RULES & DIRECTIONS:**

Officer inviting tender	:	Executive Engineer – Cochin CPWD, Kendriya Bhavan, Kakkanad Kochi – 682037
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 under Clause 12

Definitions:

2(v) Engineer-in-Charge	:	Executive Engineer – Cochin, CPWD, Kendriya Bhavan, Kakkanad, Kochi – 682037
2(viii) Accepting Authority.	:	Executive Engineer – Cochin, CPWD, Kendriya Bhavan, Kakkanad, Kochi – 682037
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 2023 as modified & corrected upto previous day of the last date of submission of the tender & Market Rates

Correction -NIL

Insertion – NIL

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Deletion = NIL

2(xii) Department	:	CPWD
9(ii) Standard CPWD Contract Form	:	CPWD General Conditions of contract 2023 – Maintenance Works, Form 8 as modified & corrected upto previous day of the last date of submission of e-tender

Clause 1

(i) Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof from the date of issue of letter of acceptance	:	7 Days
(ii) Maximum allowance extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above	:	3 Days

Clause 2

Authority for fixing compensation under clause 2	:	Superintending Engineer – Cochin, CPWD, Kendriya Bhavan, Kakkanad, Kochi – 682037
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Clause 2A

Whether Clause 2A shall be applicable

Not Applicable

Clause 5

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

10 (Ten) days

Time allowed for execution of work	:	01 (One) Month
(i) Authority to convey the decision of shifting of milestone and extension of time	:	Executive Engineer – Cochin CPWD, Kendriya Bhavan, Kakkanad Kochi – 682 037
(ii) Authority to decide rescheduling of milestone 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

Correction -NIL

Insertion – NIL

AE(P).....

EE.....

Deletion = NIL

PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent
Part A	Portion without any hindrance	Site available	On the date of start of work
Part B	Portions with encumbrances	--	Not Applicable
Part C	Portions dependent on work of other agencies	--	Not Applicable

Clause 5.2

Documentation of Hindrances	:	<ol style="list-style-type: none"> 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. 2. Executive Engineer will first assign the work to the JE/AE 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 JE/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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Clause 5.4

Recovery rate for delay in submission of monthly Progress report beyond 5th Day of every month	:	Rs. 100 per Day
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Clause 6

Clause Applicable – (6) Mode of Measurement	:	Computerized Measure Book CMB
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Clause 10A

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

: As required at site

Correction -NIL

Insertion – NIL

AE(P).....

EE.....

Deletion = NIL

Clause 10B (ii)

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

Clause 10C : Not Applicable

Clause 10CC : Not Applicable

Clause 11

Specifications to be followed for execution of work : **CPWD Specifications 2019 Vol I & II as modified and corrected upto previous day of the last date of submission of e-tender**

Clause 12 : **Deviation, Extra Item & Pricing**

Clause 12.2(a)	:	As per GCC 2023 Maintenance Works CPWD form 8 as modified & corrected upto previous day of the last date of submission of e-tender
Clause 12.2(b)	:	As per GCC 2023 Maintenance Works CPWD form 8 as modified & corrected upto previous day of the last date of submission of e-tender
Clause 12.3	:	All the deviated quantities shall be paid at Agreement rates.

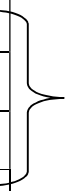
Clause 16

Competent Authority for deciding reduced rates.	:	Superintending Engineer – Cochin CPWD, Kendriya Bhavan, Kakkanad Kochi – 682 037
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Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site	:	As required for timely execution work as per direction of Engineer in Charge
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Clause 19

Clause 19C	 (Rs. 500/- for each default)	Executive Engineer – Cochin CPWD, Kendriya Bhavan, Kakkanad Kochi – 682 037
Clause 19D		
Clause 19G		
Clause 19K		

Correction -NIL

Insertion – NIL

AE(P).....

EE.....

Deletion = NIL

Clause 25

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

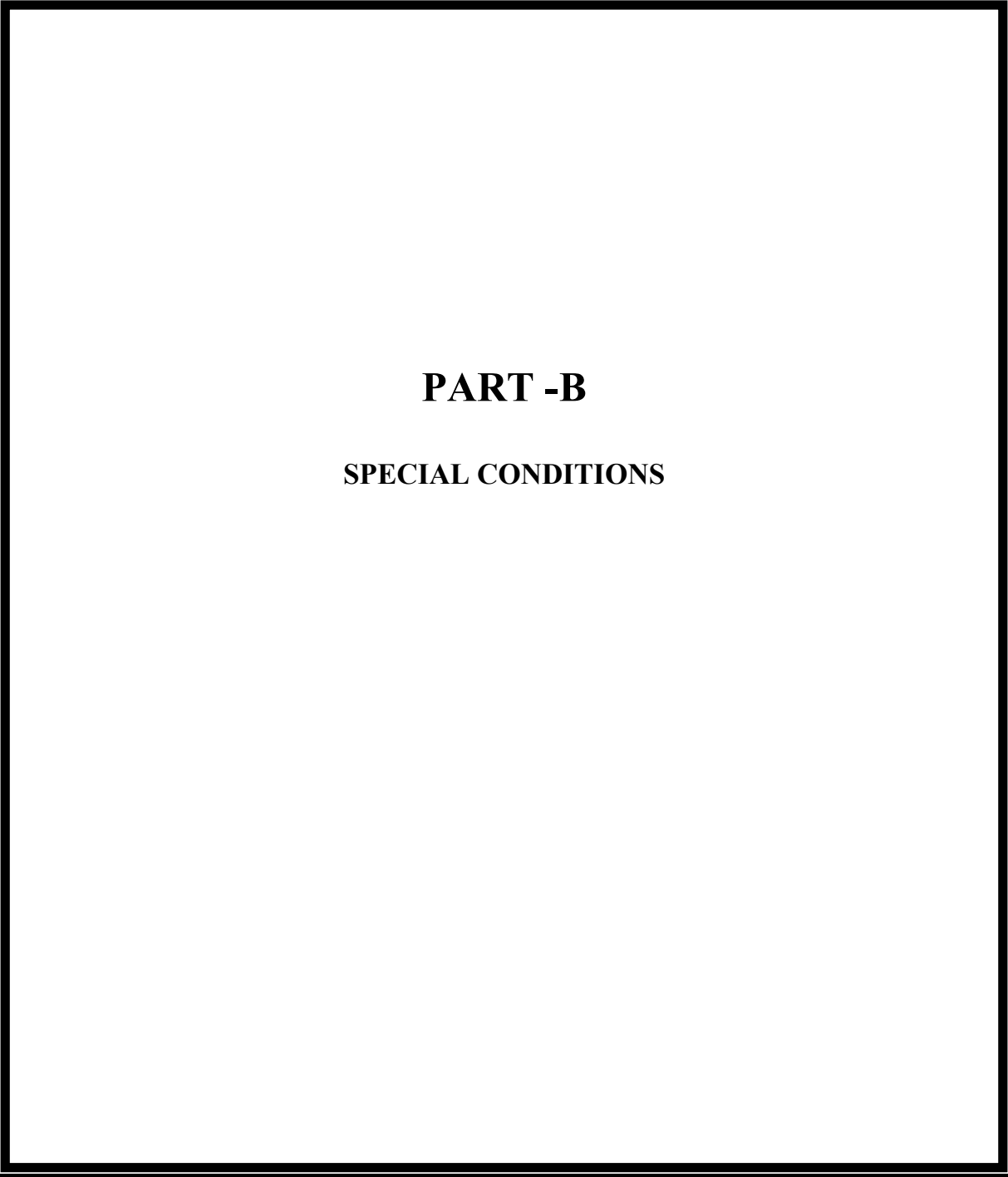
Correction -NIL

Insertion – NIL

Deletion = NIL

AE(P).....

EE.....



SPECIAL CONDITIONS

- 1) The Contractor shall have to make payment to the department equal to the quoted minus bid amount + Performance Guarantee within 07 days of issue of acceptance letter. GST or any other tax on material/work as applicable shall be paid by the agency himself. The agency shall quote his rates considering all such taxes. If the agency fails to deposit the quoted minus bid amount + Performance Guarantee within the prescribed time with the department the EMD of the agency shall be forfeited and such agency shall not be allowed to participate in further bidding process for the work.
- 2) The auctioned materials must be removed within 30 working days from the date of payment of balance sale value, either in the presence of successful bidder or an agent duly authorized by him in writing in his behalf. He will leave the storage place of the materials neat and clean.
- 3) If the successful bidder fails to remove the materials within 30 working days as specified above, balance materials lying at the site will be confiscated by the office of the Executive Engineer -Kochi, CPWD, Kendrya Bhavan, Kakkanad, Kochi, - 682 037.
- 4) All bidders are required to submit his bid including taxes and other liability
- 5) The bidder should satisfy himself about the condition of materials before taking part in the tender.
- 6) The material will have to be collected by successful bidder on the basis of "ON AS IS WHERE IS" and the department will not be responsible for giving the material by measurement etc. No claim whatsoever regarding quality, quantity, measurement shall be entertained.
- 7) The bidder shall be responsible for any kind of loss to the Govt. property by him during the removal of the tendered articles from the site and recovery of the same will be made from him.
- 8) The required T&P and the ways & means of taking out/dismantling of the tendered material and their final removal from the site shall be responsibility of the successful bidder. No request for extra cost and/or T&P shall be entertained by the department.
- 9) The materials will be removed from the site in presence of the bidder himself or agent duly authorized by him writing in this behalf.

- 10) The material must be removed in the presence of Assistant Engineer/Junior Engineer, CPWD, Kochi. The tendered materials must be removed within 30 working days from the date of payment of balance sale value, either in the presence of successful bidder or an agent duly authorized by him in writing in this behalf. He will leave the storage place of the materials neat and clean.
- 11) No claim for labour charges for collecting and stacking at a place will be entertained.
- 12) While quoting the rates the contractor shall take into account all these factors. Nothing extra shall be payable for any of these operations and contractor shall quote his rates against tendered material accordingly.
- 13) No sale of tendered material shall be permitted from the site and all such material shall have to be removed from the site within 30 days.
- 14) Any misbehaviour, impersonation & security breaches caused by the labour will not be tolerable at all. The bidder shall be fully responsible for such acts of omission if any. Legal action shall be initiated by the competent authority for violating the security measure
- 15) The work shall be carried out in day time only i.e from 10 AM to 5.00 PM for taking away of good earth from MSME campus.
- 16) Necessary gate pass should be obtained from Engineer in Charge or authorized representative of Engineer in Charge for Entry and Exit of each vehicle before taking away of good earth from MSME campus.
- 17) Surplus earth stacked at various location of MSME Campus. In this tender, disposal of only 6000 m³ of excess earth is being taken up. Necessary approval from Engineer in Charge or authorized representative of Engineer in Charge regarding the location of surplus earth removal shall be taken before commencing the work. Nothing extra shall be paid on this account.
- 18) In some areas, it may be required to cut the earth in thin layer approximately 20 cm in depth with minimum disturbance to the existing land, so agency should visit site and quote rate accordingly.
- 19) The rate is inclusive of vehicle transport charges, labor, and mechanical loading required to transport earth from any lift height at the site up to the specified lead distance.
- 20) Transported earth must be covered with tarpaulin to prevent spillage on public roads. Adequate water sprinkling must be done to prevent dust pollution around the site.
- 21) Surplus earth removed from the site must only be dumped at authorized locations permitted by local authorities (Panchayat/Corporation) and the Pollution Control Board. Any fines resulting from traffic violations or illegal dumping shall be borne solely by the contractor.

- 22) If any existing structures, cables, or pipelines within the site are damaged during earth removal, the contractor must restore them at their own cost.
- 23) The exact location from which the earth is to be removed, as well as the designated dumping location, must be finalized and approved by the Engineer-in-Charge before commencing work.
- 24) Any boulders preserved or encountered during excavation must also be cleared and removed from the site along with the surplus earth, as directed by the Engineer-in-Charge.
- 25) The surplus earth presently stacked at various locations within the MSME campus shall be removed as directed by the Engineer-in-Charge. The Agency shall deploy a qualified surveyor, whenever directed by the Engineer-in-Charge, during the excavation/removal operations for recording the levels and determining the quantity of earth removed from the site. The Agency shall record and submit the initial and final levels of the earth stacks at each location before and after removal of the usable/approved earth. The Agency shall also maintain and submit trip sheets for each vehicle engaged in the transportation/removal of surplus earth from the MSME campus. All such trip sheets shall be duly verified and approved by the Engineer-in-Charge or his authorised representative. No separate payment shall be made for the deployment of the surveyor, recording of levels, measurement of quantities, preparation and submission of trip sheets, or any other incidental activities associated with the removal and disposal of surplus earth.
- 26) The work shall be executed in a timely manner and strictly in accordance with the stipulated timeline. Excavation carried out by the Agency shall not be delayed or withheld by the successful bidder on the pretext that further purchasers or recipients of the excavated material are not available. Any storage space if any required for removal of the surplus/extra earth from MSME campus, the same may be arranged by the contractor himself. Nothing extra shall be paid on this account.
- 27) Regarding Royalty (statutory fee paid to concerned department) of “good earth”, taxes, cess and other govt. charges including if any permission/ licence/ NOCs and clearance from the concerned authorities required from the (Panchayat/ Block/ Municipality/ Corporation etc) / mining /geological departments/ Pollution control boards/KSIDC etc. wherever applicable to be arranged by the agency at their own cost. Nothing etc shall be paid on this account. During execution, if it is found that the work has been carried out without the required approval, any liability determined by the concerned department shall be borne solely by the agency.

- 28) The Earth removal can be started only after submission of the initial level of the stacked earth at various locations of the campus.
- 29) The Performance Guarantee will be returned back to the agency after completion of entire scope of work including submission of initial levels, final levels along with volume calculation of surplus earth removal, all trip sheets of the vehicle transportation, etc. shall be duly verified and approved by the Engineer-in-Charge or his authorised representative.

**Executive Engineer -Cochin,
CPWD, Kochi**

On non-Judicial stamp paper of minimum Rs. 100

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

Form of Bank Guarantee for Earnest Money Deposit/Performance Guarantee/Security Deposit/Mobilization Advance

- Whereas the Executive Engineer (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") 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 work) The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)..... as **Performance Guarantee/Security Deposit/Mobilization Advance** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

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

Government to the said Contractor or by any such matter or thing whatever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We,(indicate the name of the bank), further agree that the Government at its option shall be entitled to enforce this Guarantee against the bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We,(indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.(Rupeesonly) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date:

Witness:

1. Signature
Name and address

Authorized signatory
Name
Designation
Staff code no
Bank seal

2. Signature
Name and address

- Date to be worked out on the basis of validity period of 90days 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.

PART -C

SCHEDULE OF QUANTITIES

&

FINANCIAL QUOTE SHEET

SCHEDULE OF QUANTITIES						
Name Of Work: Execution of balance works in the campus of New Technology Centre of MSME at Angamali, Kochi, Kerala. SH: Shifting of stacked good earth from MSME campus (part quantity)						
Sl. No.	Description	Quantity	Unit	Quoted rates are negative or positive	Rate	Amount
1.1	Credit for taking away and clearing of stacked surplus good earth from MSME campus, Angamaly by mechanical transport, including royalty, taking necessary approvals from other Government departments as per direction of Engineer in charge. (Note : Before quoting the rate, the bidder has to read all the terms and special condition Sl. No. 1 to 29 of page 22 to 25)	6000	cum	Minus Item		
TOTAL AMOUNT						
NOTE: 1) The bidders have to quote their rates for Minus Item in the tender schedule of quantities. Quoted rate is "Negative" means this amount will be paid to the CPWD by the contractor/Firm before taking up of work.						

Signature of contractor
Name
Date

Signature of Executive Engineer
Cochin
CPWD, Cochin