भारत सरकार

**GOVERNMENT OF INDIA**

केंद्रीय लोक निर्माण विभाग

**CENTRAL PUBLIC WORKS DEPARTMENT**

**OFFICE OF THE EXECUTIVE ENGINEER &SM (E),**
**WPED, CPWD, WARANGAL**

# NOTICE INVITING e-BID

**NIT No. 03/EE&SM(E)/WPED/Wgl/2026-27**

| |
|---|
| Name of Work: Renovation of Civil, Mechanical, Electrical Engineering Departments of National Institute of Technology (NIT) at Warangal Telangana State.SH: Providing Inspection vehicle for O/o Superintending Engineer cum PD, CPWD, Warangal.<br><br>ECPT Amount: Rs. 8,82,328/-<br><br>Period of completion: 12 (Twelve) Months. |

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

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Name of Work: Renovation of Civil, Mechanical, Electrical Engineering Departments of National Institute of Technology (NIT) at Warangal Telangana State. SH: Providing Inspection vehicle for O/o Superintending Engineer cum PD, CPWD, Warangal.


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| Certified that this N.I.T contains 46 (Fourty Six) pages only. | | |


Executive Engineer & SM (E)

//Approved by //

Executive Engineer & SM (E),
WPED, CPWD, Warangal.

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

**CENTRAL PUBLIC WORKS DEPARTMENT**

**Notice Inviting e-Tenders**

The Executive Engineer & SM (E), WPED, CPWD, Warangal invites on behalf of President of India online Percentage rate composite bids from CPWD enlisted contractors of appropriate class Building & Roads or The Agency having valid Travel Agency Registration Certificate for the following work :-

**NIT NO: 03/EE&SM(E)/WPED/Wgl/2026-27**

Name of Work: Renovation of Civil, Mechanical, Electrical Engineering Departments of National Institute of Technology (NIT) at Warangal Telangana State. SH: Providing Inspection vehicle for O/o Superintending Engineer cum PD, CPWD, Warangal.

Estimated Cost : Rs. 8,82,328/-

Period of completion: 12 (Twelve) Months.

Last time and date of online submission of bids: Up to 17:00 Hours on **16.11.2026**

The bid forms and other details can be obtained from the website www.e-tenders/CPWD. The press Notice is also available on www.cpwd.gov.in

Executive Engineer &SM (E)
WPED, CPWD, Warangal

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

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

**(Applicable for inviting open bids)**

The Executive Engineer &SM (E), WPED, CPWD, Warangal invites on behalf of President of India online Percentage rate composite bids from CPWD enlisted contractors of appropriate class Building & Roads or The Agency having valid Travel Agency Registration Certificate for the following work:-

| Sl. No. | Description | Details |
|---|---|---|
| 1 | NIT No. | 03/EE&SM(E)/WPED/Wgl/2026-27 |
| 2 | Name of Work & Location | Renovation of Civil, Mechanical, Electrical Engineering Departments of National Institute of Technology (NIT) at Warangal Telangana State.SH: Providing Inspection vehicle for O/o Superintending Engineer cum PD, CPWD, Warangal. |
| 3 | Estimated Cost Put to Bid | Rs. 8,82,328/- |
| 4 | Earnest Money Deposit | Rs. 17,647/- |
| 5 | Period of completion | 12 (Twelve) Months. |
| 6 | Last date & time of online submission of tender | Up to 17:00 Hours on 16.11.2026 |
| 7 | Time & date of online opening of documents. (Mandatory documents) | 17:30 Hours on 16.11.2026 |
| 8 | Time & date of online opening of bids | 17:30 Hours on 16.11.2026 |
| 9 | Last date & time of submission of hard copies of proforma for EMD declaration, Registration Certificates, Affidavit if any, Undertaking and other Documents as specified in the press notice to the Sub-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. |

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

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.

1. Information and Instructions for bidders posted on website shall form part of bid document.
2. The bid document consisting of specifications, schedule of quantities of items to be executed and the set of terms & conditions of the contract i.e. "**General condition of contract 2023 for Maintenance works"** to be complied with and other necessary documents can be seen in the office of the Executive Engineer &SM (E), WPED, CPWD, Warangal between 10:00 AM to 3:30 PM from date of publicity of the bid to the date of submission of the bid every day except on Sunday and Public holidays or can be seen and downloaded free of cost from website **www.etender.cpwd.gov.in** or **www.cpwd.gov.in.** However the GCC for CPWD Maintenance works-2023 is attached with bid document. Bidders are advised to keep watching the above-mentioned websites from time to time (till the due time of bid submission) for any updates in respect of 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. An incomplete application may be liable for rejection.
3. The bid can only be submitted online on website **www.etender.cpwd.gov.in** or **www.cpwd.gov.in** 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 copy of receipt of documents such as Demand Draft or Pay Order or Banker's cheque or Deposit Receipts and Bank Guarantee of any scheduled bank towards EMD in favour of **The Executive Engineer, Hyderabad Central Division-II, CPWD, Hyderabad.** Receipt of Deposition of Original EMD as mentioned in NIT and other documents as specified

   A part of earnest money (EM) is acceptable in the form of bank guarantee also. In such cases 50% of earnest money or Rs. 20 Lakh \whichever is less, will have to be deposited in shape prescribed above and balance can be accepted in form of Bank Guarantee issued by a scheduled bank (**Form A).** The bank guarantee submitted as a part of Earnest Money shall be valid for a **period of 90 days or** more from the last date of submission of bid.
4. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
5. The intending bidder must have valid class-III digital signature to submit the bid.
6. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

7. Contractor can upload documents in the form of JPG format and PDF format.

8. a) Contractor must ensure to quote percentage rate of each schedule / sub head. The column meant for quoting percentage rate in figures appears in pink 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 over all percentage rates above or below on the designated place, which shall be applicable on both Civil and E&M components.

9. 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 entertained as lowest tenderer.

10. 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.

11. Tenders with any condition including that of conditional rebates shall be rejected forthwith. Rates of such tenders shall neither be read out, nor entered in tender opening register at the time of opening of tenders.

12. SC/ST contractors enlisted under class V category are exempted from processing fee payable to ITI.

13. 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 may bids are received satisfying the laid down criteria.

14. 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, labor, plant & machinery needed for required pace of progress for timely completion of work.

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

I) Treasury challan /Demand Draft/Pay order or Bankers Cheque/ Deposit at call receipt / Fixed deposit receipt of a scheduled bank / Bank Guarantee of any scheduled bank against EMD, as specified in para 4 of information and instructions for Bidders for e-Tendering.

II) Copy of receipt for deposition of original EMD issued from division office of any Executive Engineer, CPWD (including NIT issuing EE, CPWD) **(Form-'B')**

III) Enlistment order in appropriate class and category issued by CPWD or valid Travel Agency Registration Certificate.

IV) Certificate of Registration of GST in the state of Telangana. , if already obtained by the bidder.

If the bidder has not obtained GST registration in the state of Telangana, then in such a case the bidder shall upload an undertaking in the prescribed proforma of the bid **(Form 'C')**

If the bidder has not obtained GST registration in the state in which the work is to be taken up, **or as required by GST authorities,** then in such a case the bidder shall **scan and** upload following undertaking **along** with the **other** bid documents.

"If work is awarded to me, I/we shall obtain GST registration certificate **of the state, in which work is to be taken up,** 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.**

"**Note:**

1. All affidavits (if any) shall be made in current date after the date of invitation of tender.

2. However, certified copy of all the scanned and uploaded documents as specified in bid document shall have to be submitted by all bidders within a week from last date of submission of bid, physically in the office of tender opening authority.

Executive Engineer &SM (E)
WPED, CPWD Warangal

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

**CPWD-6**

**GOVERNMENT OF INDIA**
**CENTRAL PUBLIC WORKS DEPARTMENT**
**NOTICE INVITING TENDERS**

Online percentage rate bids are invited on behalf of President of from CPWD enlisted contractors of appropriate class Building & Roads or The Agency having valid Travel Agency Registration Certificate for the work of - Renovation of Civil, Mechanical, Electrical Engineering Departments of National Institute of Technology (NIT) at Warangal Telangana State.SH: Providing Inspection vehicle for O/o Superintending Engineer cum PD, CPWD, Warangal.

1. The work is Estimated to Cost **Rs. 8,82,328/-** This estimate, however, is given merely as a rough guide.
2. Agreement shall be drawn with the successful bidder on prescribed Form No. CPWD 7 (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 their rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be 12 (Twelve) 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 bid document consisting of 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.e-tenders/CPWD, free of cost.
5. 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.
6. Copy of Enlistment Order and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission.
7. The bid submitted shall become invalid and cost of bid & e-Tender processing fee shall not be refunded if:
   (i) The bidder is found ineligible.
   (ii) The bidder does not upload all the documents (including GST registration) as stipulated in the bid documents.
   (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
   (iv) The bidder does not deposit the proforma for EMD deposit declaration (Form 'A'), Registration Certificates within the period of submission as notified in the NIT.

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

8. 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. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

   **The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations 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 and Programme Chart (Time and Progress) within the period specified in Schedule F.**

9. 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 work, the accommodation they may require in general and shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder 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 their own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

10. 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.

11. 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 tenders are received satisfying the laid down criterion.

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

12. 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.

13 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.

14. 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 the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

15. 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.

16. The bid for the works shall remain open for acceptance for a period of **Thirty (30) days** from the date of opening of bid. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, the bidders shall not be allowed to participate in the rebidding process of the work.

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

    a. The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

    b. Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.

18 In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of the

tender opening authority, then the bid submitted shall become invalid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

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.

Signature of the Executive Engineer &SM (E)
For & on behalf of President of India

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

**FORM-A)**

**PROFORMA FOR EARNEST MONEY DEPOSIT DECLARATION**

To,
Executive Engineer &SM (E),
WPED, CPWD,
Warangal

**Name of Work:** Renovation of Civil, Mechanical, Electrical Engineering Departments of National Institute of Technology (NIT) at Warangal Telangana State.SH: Providing Inspection vehicle for O/o Superintending Engineer cum PD, CPWD, Warangal.

**Sir,**

Whereas, I/We…… have submitted bids for the above Name of Work.

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

(1) If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents.

or

(2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/we shall be suspended for one year and shall not be eligible to bid for CPWD tenders from date of issue of suspension order.

Signature of the contractor(s)

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

## EMD RECEIPT FORMAT

**Receipt of Deposition of Original Earnest Money Deposit**

(Receipt No. ……/ Date ……)

| | | | |
|---|---|---|---|
| 1. | **Name of Work** | **:** | Renovation of Civil, Mechanical, Electrical Engineering Departments of National Institute of Technology (NIT) at Warangal Telangana State. SH: Providing Inspection vehicle for O/o Superintending Engineer cum PD, CPWD, Warangal. |
| 2. | **NIT No.** | **:** | 03/EE&SM(E)/WPED/Wgl/2026-27 |
| 3. | **Estimated cost put to Tender** | **:** | **Rs. 8,82,328/-** |
| 4. | **Amount of Earnest Money Deposit** | **:** | **Rs. 17,647/-** |
| 5. | **Last Date and Time of online submission of Bid** | **:** | 17.00 P.M. on 16.11.2026 |

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

Signature, Name and Designation of EMD receiving officer along with Office stamp.

**(# To be filled by EMD receiving officer EE/DDH)**

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

**C.P.W.D – 7**

**GOVERNMENT OF INDIA**
**CENTRAL PUBLIC WORKS DEPARTMENT**

**STATE :** TELANGANA **DIVISION:** EE&SM(E), WARANGAL

**PERCENTAGE RATE TENDER & CONTRACT FOR WORKS**

**Tender for the work of:** Renovation of Civil, Mechanical, Electrical Engineering Departments of National Institute of Technology (NIT) at Warangal Telangana State. SH: Providing Inspection vehicle for O/o Superintending Engineer cum PD, CPWD, Warangal.

(i) To be submitted online by **17:00 Hours on 16.11.2026**

(ii) To be opened in the presence of bidders who may be present at **17.30 Hours on 16.11.2026** in the office of the Executive Engineer &SM (E), WPED, CPWD Warangal.

Issued to: _*_____
(Contractor)

Signature of Officer issuing the documents __*_____

Designation __*_____

Date of Issue: _*_____

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

# **T E N D E R**

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

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

A copy of Bid Security Declaration for Earnest Money in the form of "Proforma for Earnest Money Deposit Declaration 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 suspend the agency for one year shall not be eligible to bid for CPWD tenders from date of issue of suspension order irrespective of letter of acceptance for the work is issued or not. Further, if I/We fail to commence work as specified, I/ We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

Dated _____ Signatures of Contractor

Postal Address

Witness:

Address:

Occupation:

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

## ACCEPTANCE

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

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

(i)

(ii)

(iii)

For & on behalf of President of India.

Signatures

Dated: _____

Designation :

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

## SCHEDULES A to F

**SCHEDULE 'A'**

Schedule of Quantities (as per PWD – 3) : Enclosed

Estimated Cost Put to Bid: **Rs. 8,82,328/-**

**SCHEDULE 'B'**

Schedule of materials to be issued to the contractor

| S. No. | Description of Item | Quantity | Rates in figures & words at which the material will be charged to the contractor | Place of Issue |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| **N I L** | | | | |

**SCHEDULE 'C'**

Tools and plants to be hired to the contractor

| S. No. | Description | Hire charges per day | Place of Issue |
|---|---|---|---|
| 1 | 2 | 3 | 4 |
| **-N I L-** | | | |

**SCHEDULE 'D'**

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

**- N I L-**

**SCHEDULE 'E'**

Reference to General Conditions of Contract : GCC 2023 for CPWD Maintenance works as modified and amended up to the last date of submission of bids

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

**Name of work:** Renovation of Civil, Mechanical, Electrical Engineering Departments of National Institute of Technology (NIT) at Warangal Telangana State. SH: Providing Inspection vehicle for O/o Superintending Engineer cum PD, CPWD, Warangal.

Estimated cost of work: Rs. 8,82,328/-

This estimate however, is given merely as a rough guide.

(i) Performance Guarantee 5% of accepted tendered value

(ii) Security Deposit 2.5% of accepted tendered value

**SCHEDULE 'F'**

**General Rules &Directions :**

Officer inviting tender : Executive Engineer &SM (E), WPED, CPWD, Warangal

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 See under clause 12

**Definitions**

2(v) Engineer-in-Charge Executive Engineer &SM (E), WPED, CPWD, Warangal

2(viii) Accepting Authority Executive Engineer &SM (E), WPED, CPWD, Warangal.

2(x) Percentage on cost of materials and labour to cover all overheads and profits 15 % (Fifteen percent)

2(xi) Standard schedule of Rates : Market Rates

2(xii) Department: Central Public Works Department

9(ii) Standard CPWD contract Form: CPWD Form 7 of GCC 2023 for CPWD Maintenance works as modified and amended up to the last date of submission of bids

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

**Clause I**

(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 allowable extension with late fee at 0.1% per day of performance Guarantee amount beyond the period as provided in (i) above : 3 days

**Clause 2**

Authority for fixing compensation: : SE &PD, CPWD, Warangal

under clause-2.

**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 : 7 Days

Mile stone(s) as per table given below : Not applicable

**Authority to decide:**

(i) Extension of time : : Executive Engineer &SM (E), WPED, CPWD, Warangal

(ii) Rescheduling of mile stones: : Not applicable

(iii) Shifting the date of start in case of Delay in handing over of site – : Executive Engineer &SM (E), WPED, CPWD, Warangal

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

Time allowed for execution of work. : 12 (Twelve) months

**Clause 6**

Mode of measurement : CMB

**Clause 7**

Gross work to be done together with net Payment / adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment : Rs. 70,000/-

**Clause 7A**

Whether Clause 7A shall be applicable : Yes

**Clause 10A**

List of testing equipment to be provided by the contractor at site lab : Not applicable

**Clause 10 B (ii)**

Whether clauses 10 B (ii) shall be applicable : Not Applicable

**Clause 10C**

Components of labour expressed as percent of value of work: Not Applicable

**Clause 10CA** : Not Applicable

**Clause 10CC**

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column : Not Applicable.

**Clause 11**

Specification to be followed for execution of work. : CPWD Specifications with upto date slips up to the last date of submission of bids

**Clause 12**

Type of work : Maintenance work

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

12.2 & 12.3 Deviation limit beyond which Clauses 12.2 & 12.3 shall apply — 100% (Hundred percent)

12.5 (i) Deviation limit beyond which clause 12.2 & 12.3 shall apply — 100% (Hundred percent)

**Clause 16**

Competent Authority for deciding reduced rates — SE &PD, CPWD, Warangal

**Clause 18**

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

**Clause: 25**

| | |
|---|---|
| **Conciliator** | Additional Director General, Regional Warangal, CPWD, Warangal or his successor thereof |
| **Arbitrator Appointing Authority:** | Superintending Engineer and Project Director (Warangal), CPWD, Warangal OR his successor thereof. |
| **Place of Arbitration** | Hyderabad |

**Clause: 31** — Yes, Applicable

**Clause: 31 A** — Not Applicable

**Clause 36 (i)** — Not Applicable

Executive Engineer &SM (E),
WPED, CPWD, Warangal

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

## GUIDELINES REGARDING SIGNING OF INTEGRITY PACT BY THE BIDDER AT THE TIME OF SUBMISSION OF BID

**Sub: Clarification regarding Introduction of Integrity Pact introduced vide OM No. CON 255 dated 23.05.2011**

A new provision of Integrity Pact (IP) was introduced in GCC-2010 vide OM No. CON/255 dt. 23.05.2011. In the OM it is mentioned that at the time of submission of bid, it shall be mandatory to sign the pact by the bidder failing which the bidder will stand disqualified from the tendering process and such bid would be summarily rejected.

Some field units have raised their doubts regarding submission of duly signed Integrity Pact by the bidder at the time of submission of bid. In this regard it is clarified that :-

1. Submission of duly signed Integrity Pact by the bidder is applicable in case of manual tendering where e-tendering is not followed.
2. In case of manual tendering Executive Engineer should sign the first page addressed to the intending bidder at the time of issue of tender form and before submission of the bid, each bidder shall sign IP at respective places and submit the bid. If duly signed IP is not submitted by the bidder, such bid shall not be considered.
3. In case of e-tendering, Integrity Pact shall be treated in the same manner as other components of the bid document. In e-tendering, the intending bidder does not sign any document physically and entire bid document is submitted through digital signature. Since IP is a part of bid document no separate physical submission is required with other documents to be submitted in the office of tender opening authority. In addition to other components of bid document, the Integrity Pact shall also be signed between Executive Engineer and successful bidder after acceptance of bid.

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

**INTEGRITY PACT**

CPWD

To,

……,

……,

…….

**Sub:** NIT No. 03/EE&SM(E)/WPED/Wgl/2026-27, for the work "Renovation of Civil, Mechanical, Electrical Engineering Departments of National Institute of Technology (NIT) at Warangal Telangana State .SH: Providing Inspection vehicle for O/o Superintending Engineer cum PD, CPWD, Warangal.

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 &SM(E)
WPED, CPWD, Warangal

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

To,

Executive Engineer &SM (E),
……,
……

**Sub:** Renovation of Civil, Mechanical, Electrical Engineering Departments of National Institute of Technology (NIT) at Warangal Telangana State.SH: Providing Inspection vehicle for O/o Superintending Engineer cum PD, CPWD, Warangal.

NIT No. 03/EE&SM(E)/WPED/Wgl/2026-27

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 is accordance with terms and conditions of the tender / bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

**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 The Executive Engineer& SM(E), WPED, CPWD, WARANGAL (Hereinafter referred as the **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 ..... *(Details of duly authorized signatory)* Hereinafter referred to as the "**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. 03/EE&SM(E)/WPED/Wgl/2026-27)** (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for **Renovation of Civil, Mechanical, Electrical Engineering Departments of National Institute of Technology (NIT) at Warangal Telangana State. SH: Providing Inspection vehicle for O/o Superintending Engineer cum PD, CPWD, Warangal.**

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) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s) / Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act. Further the Bidder(s) / Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the

Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents / representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent / parallel tender for the same item.

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

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

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

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

**Article 3: Consequences of Breach.**

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

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

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

2) **Forfeiture of EMD / Performance Guarantee/Security Deposit**: If the Principal / Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) **Criminal Liability:** If the Principal / Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC) / Prevention of Corruption Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

**Article 4: Previous Transgression**

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central / State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings / holiday listing of the Bidder / Contractor as deemed fit by the Principal / Owner.

3) If the Bidder / Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal / Owner may, at its own discretion, revoke the exclusion prematurely.

**Article 5: Equal Treatment of all Bidders / Contractors / Sub-contractors**

1) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement / Pact by any of its Sub contractors / sub-vendors.

2) The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal / Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged / determined by the Competent Authority, CPWD.

**Article 7- Other Provisions**

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters 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 intensions.

**5)** It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner / Principal in accordance with this **Integrity Agreement / Pact or interpretation thereof shall not be subject to arbitration.**

**6) Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. .....

(signature, name and address)

2. .....

(signature, name and address)

Place:

Dated :

## GENERAL RULES & DIRECTIONS

1. All work proposed for execution by contract will be notified in a form of invitation to e- bid pasted in public places and signed by the officer inviting bid or by publication in News papers as the case may be.

   This form will state the work to be carried out, as well as the date for submitting and opening bids and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the bid, and the amount of the security deposit to be deposited by the successful bidder and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting bid shall also be open for inspection by the contractor at the office of officer inviting bid during office hours.

2. In the event of the bid being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the bid, and it must disclose that the firm is duly registered under the Indian Partnership Act. 1932.

3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their bid as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

4. Any person who submits a bid shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Bids, which propose any alteration in the work specified in the said form of invitation to bid, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates will be summarily rejected. No single bid shall include more than one work, but contractors who wish to bid for two or more works shall submit separate bid for each. Bid shall have the name and number of the works to which they refer, written on the envelopes.

   The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one.

5. The officer inviting bid or his duly authorized assistant, will open bid in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several bids in a comparative statement in a suitable form, in the event of a bid being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I In the event of a bid being

rejected, the earnest money forwarded with such unaccepted bid shall thereupon be returned to the contractors remitting the same, without any interest.

6. The officer inviting bids shall have the right of rejecting all or any of the bids and will not be bound to accept the lowest or any other bid.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting bid and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting bid or a duly authorized Cashier.

8. The memorandum of work bided for and the schedule of materials to be supplied by the department and their issue-rates shall be filled and completed in the office of the officer inviting bid before the bid form is issued. If a form is issued to an intending bidder without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his bid.

**9. The bidders shall sign a declaration under the officials Secrets Act, 1923**, for maintaining secrecy of the bid documents or other records connected with the work given to them.

10. In the case of any bid where unit rate of any item / items appear unrealistic, such bid will be considered as unbalanced and in case the bidder is unable to provide satisfactory explanation such a bid is liable to be disqualified and rejected.

11. All rates shall be quoted on the bid form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paisa' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

12. (i) The Contractor whose bid is accepted, will be required to **furnish performance guarantee of 5% (Five Percent) of the bided 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. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than ₹ 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.

(ii) The contractor whose bid is accepted, will be required to furnish by way of **security Deposit for the fulfillment of his contract, an amount equal to 2.5%** of the bided value of the work. The security Deposit will be collected by deductions from the running and final bills of the contractor at the rates mentioned above. The security amount will also be accepted in cash or in the shape of Government Securities. Fixed deposit receipt of a scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

13. On acceptance of the bid, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.

**14. GST on material and service in respect of this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.**

15. The contractor shall give a list of both gazetted and non-gazetted CPWD employees related to him.

16. The bid for the work shall not be witnessed by a contractor or contractors who himself / themselves has / have bided or who may and has / have bided for the same work. Failure to observe this condition would render, bids of the contractors biding, as well as witnessing the bid, liable to summary rejection.

17. **The contractor shall comply with the provisions of the Apprentices Act 1961**, and the rules and orders issued there under from time to time. If he fails to do so his failure will be a breach of the contract and the Superintending Engineer / Executive Engineer may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

**Annexure I**

## Modified form for Bank Guarantee for Earnest Money Deposit / Performance Guarantee / Security Deposit / Mobilization Advance

**(This form supersedes the form given in GCC – 2023)**

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") 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") as 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.

2. We, …… (indicate the name of the bank) …… (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 here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said amount 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).

4. We, ..... (indicate the name of the Bank) ....., further undertake to pay the Government any money so demanded notwithstanding any dispute or dispute 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 valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. We, ..... (indicate the name of the Bank) ....., further agree that the Government shall have the fullest liberty without our consent and without affecting any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We, ..... (indicate the name of the Bank) ....., further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debater 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 to ..... Unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. ..... (Rupees ..... only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date …….

Witness:

1. Signature …….. Authorized signatory

   Name and address Name

   Designation

   Staff Code no.

2. Signature …….. Bank Seal

   Name and Address

Note:

1. *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.
2. ** 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.
3. The Bank Guarantee shall be drawn on non-judicial stamp paper of minimum Rs.100.

**Annexure - II**

**Sample letter for Acceptance of tender**

By REGISTERED POST

No. Dated,

To

(Name and Address of the contractor)

Subject: (Name of work as appearing in the tender for the work).

Dear Sir(s)

Your tender for the work mentioned above has been accepted on behalf of the President of India at your tendered / negotiated tender amount of Rs…… (Rupees……) which is ……..% below / above the estimated cost of Rs…… (Rupees……..)

1. You are requested to submit the performance guarantee of Rs. …… (Rupees……..) within 7 days of issue of this letter. The Performance Guarantee shall be in any of the prescribed form as provided in Clause – I of the General Condition of Contracts for CPWD Works and shall be valid upto ……

   On receipt of prescribed performance guarantee necessary letter to commence the work shall be issued and site of work shall be handed over to you thereafter.

2. Please note that the time allowed for carrying out the work as entered in the tender Ten(10) months, will be reckoned from 7 days from the date of issue of this letter .

Yours faithfully,

Executive Engineer &SM (E)
For & on behalf of President of India
WPED, CPWD, Warangal

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

**Annexure - III**

**Sample letter for Commencement of works**

By Registered Post

No. Date:

To

(Name and Address of the contractor)

Subject: (Name of work as appearing in the tender for the work).

Ref: 1. Performance guarantee submitted by you vide your letter

No ……. Dated …… for above work.

2. This office letter of intent / acceptance of tender
No…….dt…….

Dear Sir(s)

1. In continuation to the letters referred above, you are requested to attend this office to complete formal agreement within 15 days from stipulated date of start.

2. You are requested to contact the Executive Engineer …… (complete address) for taking possession of site and starting the work on or before 7 days from the date of letter of acceptance of tender.

Yours faithfully,

Executive Engineer &SM (E)
For & on behalf of President of India
WPED, CPWD, Warangal

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

## GENERAL CONDITIONS OF CONTRACT

**Definitions**

1. The contract means the documents forming the bid and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:

i. The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

ii. The **site** shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

iii. The **contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

iv. The **President** means the President of India and his successors.

v. The **Engineer-in-Charge** means the Engineer Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the President of India as mentioned in Schedule 'F' hereunder.

vi. **Government** or **Government of India** shall mean the President of India.

vii. The terms **Director General of Works** includes Additional Director General and Chief Engineer of the Region.

viii. **Accepting Authority** shall mean the authority mentioned in Schedule F

ix. Excepted Risk are risks due to riots (Other than those on account of Contractor's employees), war(Whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

x. **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.

xi. **Schedules(s)** referred to in these conditions shall mean the relevant schedule(s)annexed to the bid papers or the standard Schedule of Rates of the Government mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the bid.

xii. **Department** means CPWD or any department of Government of India which invites bids on behalf of President of India as specified in Schedule 'F'.

xiii. **District Specifications** means the Specifications followed by the State Government in the area where the work is to be executed.

xiv. **Bided value** means the value of the entire work as stipulated in the letter of award.

**Scope and Performance**

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the bid papers. None of these documents shall be used for any purpose other than that of this contract.

**Works to be carried out:**

6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

**Sufficiency of Bid**

7. The contractor shall be deemed to have satisfied himself before biding as to the correctness and sufficiency of his bid for the works and of the rates and prices quoted in the Schedule of Quantities, whose rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and Construction of the works.

**Discrepancies and Adjustment of Errors**

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General conditions.

8.1 In the case of discrepancy between the Schedule of Quantities, the Specifications and/ or the drawings, the following order of preference shall be observed :-

i) Description of Schedule of Quantities.

ii) Particular Specifications and Special conditions, if any.

iii) Drawings.

iv) C.P.W.D. Specifications.

v) Indian Standard Specifications of B.I.S.

8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contract from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

**Signing of Contract**

9. The Successful bidder/contractor, on acceptance of his bid by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:

(i). The notice inviting bid, all the documents including drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto.

(ii). Standard C.P.W.D. Form as mentioned in Schedule 'F' consisting of:

(a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto.

(b) C.P.W.D. Safety Code.

(c) Model Rules for the protection of health, sanitary arrangements for workers employed by CPWD or its contractors.

(d) CPWD Contractor's Labour Regulations.

(e) List of Acts and omissions for which fines can be imposed.

(iii) No payment for the work done will be made unless contract is signed by the contractor.

**Executive Engineer & SM (E)**
**WPED, CPWD, WARANGAL**

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

# BREIF PARTICULARS OF WORK

**Name of work:** Renovation of Civil, Mechanical, Electrical Engineering Departments of National Institute of Technology (NIT) at Warangal Telangana State. SH:Providing Inspection vehicle for O/o Superintending Engineer cum PD, CPWD, Warangal.

## TERMS AND CONDITIONS

1. The normal working hours **09:00 am to 06:00 pm** or as per work exigencies for 9 hours as per direction of Engineer-in-charge.

2. The Driver will perform his duty as per direction of the Engineer-in-charge.

3. The Quoted rates are final and inclusive of all taxes, levies of local body, Driver salary, cost of the diesel/oil, Construction and repair charges of the vehicle etc. all complete and nothing extra shall be paid.

4. All the relevant documents/papers of the vehicle like registration, insurance, Emission test certificate and valid driving license of the driver on duty etc. should be available with inspection vehicle. Medical fitness of the driver shall be the responsibility of the agency and the government remains indemnified against any damages and or legal action what so ever.

5. Daily log book will be maintained by the driver for the vehicle and it will be got signed by the officers using the vehicle.

6. The vehicle offered for an inspection vehicle should be registered as **commercial vehicle and** vehicle registration should be within Three years. The document of same must be submitted within 15 days from date of acceptance.

7. Payment of driver shall be made to agency only after producing the definite proof of payment receipt from the driver wages as per minimum wages Act should be maintained by the agency.

8. Payment will be made on monthly basis only after submission of bill from the agency.

9. All the other Construction of vehicle shall be borne by the agency and agency has to arrange for the periodic Construction as per the guide lines of respective vehicle. If any technical problem of car is intimated to the Contractor, then he has to repair or replace the car within 2 days.

10. No accidental benefit will be borne by the department for the vehicle or any third party. Proper insurance for the vehicle as per the applicable RTA Rules for

commercial transport shall be suitably insured by the agency for the safety as per requirement of road worthiness and motor vehicle act in force.

11. The agency shall provide vehicle as and when required by the department due to exigencies of work. Deduction shall be made @ Rs.2,000/- per day for non-utilization of vehicle due to absence of driver or break down in vehicle.

12. Online Payment will be made by NEFT/RTGS by the Executive Engineer (C), Hyderabad Central Division-II, CPWD, Hyderabad against each of the passed bill by the Engineer in charge. The contractor should submit his PAN card copy and bank Account details such as Account Number, IFSC code etc., to Engineer-in-charge soon after the award of work.

13. H.S.D. oil for day to day running of the vehicle as per direction of Engineer-in-charge will be supplied by the agency within the quoted rates, on monthly basis, including mobile oil etc. as required.

14. The driver should be punctual, well dressed and well-disciplined however, if services of the driver or the vehicle are not satisfactory, the service will be terminated by the contractor & suitable substitute shall be provided immediately by the agency.

15. All the Construction and what so ever repair work required to be done for smooth/trouble free operation should be carried out within the quoted amount.

16. All relevant paper/documents in respect of the fitness of vehicle including smart card (vehicle document) insurance, tax documents etc. and driving license should be up to date and should be available with the driver at all time. Penalties if any levied by traffic police should be borne by the agency.

17. No accidental benefit will be borne by the department for the vehicle or any third party. The vehicle and driver shall be suitably insured for the safety as per rules and motor vehicle act. Department will not entertain anything to the agency for any damage to the vehicle including driver etc.

18. The vehicle should be well maintained and to be kept in neat & clean condition.

19. The contractor shall provide one of the vehicle (MARUTI- Ertiga or HYUNDAI- Creta or equivalent) as per approval from Engineer-in-charge.

20. The Engineer-in-charge will have the full power to accept or reject the tender and also to close the contract at any time without assigning any reason.

21. Engineer-In-Charge reserves the right to seek replacement of driver for the reasons like misbehavior, irregularity etc. and the agency should comply with the direction of Engineer-In-Charge and nothing extra shall be paid.

22. Inspection vehicle should have a valid taxi permit. Agency has to submit taxi permit to Engineer in charge and the driver deployed should have valid driving license from RTO.

23. The agency shall maintain an attendance register and shall get it signed by the Engineer-in-charge or his authorized representative.

24. The CPWD Contractor's labour regulations:

i) Wages due to every worker shall be paid to him directly by the contractor through bank or ECS or online transfer to his bank account.
ii) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.

25. In office Memorandum No. DG/SE/CM/CON/288 dated 23.09.2015, the lowest bidder furnishes either copy of registration or proof of applying for obtaining registration with EPFO and ESIC contractor for such tenders called for outsourced services. No payment will be made to the contractor till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor by the Engineer-in-Charge.

26. The contractor shall abide by the provision of the minimum wages act 1948, the contract labour (R&A) Act 1970 and workman compensation Act & other labour laws applicable to him.

27. Salaries payment shall be made every month before 5th day of that month through bank or any digital mode and shall remit ESI, PF on monthly basis. The salaries paid shall not be less than present minimum wages, for which nothing extra shall be paid.

28. ESI and EPF shall be reimbursed upon the production of ESI and EPF paid receipts in respect of staff engaged for this work.

29. The agency can raise the running account bill at the closure of every month along with the online account payment slips made to the staff engaged, ESI & EPF payment slips to the Engineer in charge. **The payment shall be made to the staff engaged on or before 5th of every month without fail. The delay of payment to the staff engaged will attract a penalty of Rs 100/- per staff engaged per day after 5th of successive month.**

Executive Engineer & SM (E)
WPED, CPWD, WARANGAL

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

**Schedule of Quantities**

**Name of Work:-** Renovation of Civil, Mechanical, Electrical Engineering Departments of National Institute of Technology (NIT) at Warangal Telangana State. SH : Providing Inspection vehicle for O/o Superintending Engineer cum PD, CPWD, Warangal.

| S.No | Description of items | Quantity | Rate | Unit | Amount |
|---|---|---|---|---|---|
| 1 | Providing Vehicle (Maruti Ertiga or Equivalent) for inspection of works on Monthly Hire basis to the following offices up to 2000 kms per month and 09 (Nine) hours per day with skilled driver having valid driving license. The quoted rate is inclusive of salary of driver, driver beta, hire charges / cost of vehicle, fuel charges , all kind of insurances, all nature of repair and maintenance charges, routine upkeeping charges and etc.,. as directed by the Engineer-in-Charge. (The service shall be rendered during office hours or as directed by the E-in-C in all working days. Except Sunday and Gazetted or National Holidays vehicle ) (for the O/o SE cum PD, warangal. | 12 | 69519.00 | Month | 834228.00 |
| | | | | | |
| 2 | Extra for running the inspection vehicle beyond 2000 KM in a month including the cost of diesel and lubricants, day to day repairs and Construction etc. | 500 | 11.00 | Kilo Metre | 5500.00 |
| | | | | | |
| 3 | Extra for additional hours performed over and above 9 hours per day's duty | 300 | 142.00 | Per Hour | 42600.00 |
| | | | **Total** | | **8,82,328.00** |

Note:

1. The rates quoted by the agency shall be inclusive of all taxes including GST.

Executive Engineer &SM (E)

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)

# Central Public Works Department

**NIT. No. 03/EE&SM(E)/WPED/Wgl/2026-27**

**Name of Work**: Renovation of Civil, Mechanical, Electrical Engineering Departments of National Institute of Technology (NIT) at Warangal Telangana State. SH: Providing Inspection vehicle for O/o Superintending Engineer cum PD, CPWD, Warangal.

***ABSTRACT OF COST***

| **Name of the Contractor** | | | | | |
|---|---|---|---|---|---|
| **S.No.** | **Name of Component** | **Estimated Cost** | **Percentage above or below the estimated cost** | **% in Figures** | **Total Cost** |
| 1 | Composite Tender | **Rs. 8,82,328/-** | | | |
| | **GRAND TOTAL** | **Rs. 8,82,328/-** | | | |

**Important Note:**

1. The estimated cost of tender has been worked out by taking into consideration the market rates for NSR items.
2. The tenderer is to quote a single consolidated percentage only at par/above/below estimated cost to cover all the rates of all the items under the schedule of composite tender.
3. If the percentage quoted is not clear, or if the rate is not quoted in percentage, the tender shall be treated as invalid and will not be entertained as lowest tenderer.

Executive Engineer &SM (E)

Corrections/Omissions/Insertions-NIL AE(E) EE&SM (E)