I N D E X

Name of Work:- MO EI & Fans, street light, Pump & DG Set at Akansha Parisar, Jankipuram, Lucknow (SH: Operation of computer in Sub Division Office)

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NIT No.: 145/EE(E)LKO/2026-27 containing 1 to 29 pages is hereby approved for ₹. 5,77,976/- (Rupees Five Lakh Seventy Seven Thousand Nine Hundred Seventy Six Only.)

Assistant Engineer (E)
Lucknow Elect. Sub Division-II,
CPWD, Lucknow.

केoलोoनिoविo–6 CPWD-6

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PARTOF BID DOCUMENT

(Applicable for inviting e-tenders)

PERCENTAGE RATE

Assistant Engineer (E.), Lucknow Electrical Sub Division-II, C.P.W.D., Sector-F, Jankipuram, Lucknow-226021, on behalf of President of India, invites sealed percentage rate online e-tenders **from approved and eligible CPWD composite/Building & Road Category contractor** for following works.

S. No.	NIT NO.	Name of work & Location	Estimated cost put to bid	Earnest Money	Stipulated Period of Completion of work (in months)	Last date of online submission of Bid, copy of receipt deposition of original EMD and other documents as specified in the bid document.	Time & date of opening of bid.
1	2	3	4	5	6	7	8
1-	145 /EE(E)/LKO/2026-27	MO EI & Fans, street light, Pump & DG Set at Akansha Parisar, Jankipuram, Lucknow (SH: Operation of computer in Sub Division Office)	Rs. 5,77,976/-	Rs. 11,560/-	12 Months	Upto 03.00 PM on **25-11-2026**	AT 03:30 PM on **25-11-2026**

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.tenderwizard.com/ CPWD or www.cpwd.gov.in free of cost.
4. 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 Demand draft or Pay order or Bankers Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any scheduled 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.
5. 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.
6. The intending bidder must have valid class-III digital signature to submit the bid.

7. On opening date, the contractor can login and see the bid opening process. After opening of bids, he willreceive the competitor bid sheets.

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

9. Contractor must ensure to quote rate in the column (5) meant for quoting rate in figures appears in pink 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 thesame shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

However, If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

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

1. Insurance Surety Bond, Demand Draft/ Account Payee Bankers Cheque / FDR/ Bank Guarantee of any commercial Bank against EMD.
2. Enlistment Order of the Contractor
3. Copy of EMD document and receipt for deposition of original EMD issued from division office of any Executive Engineer, CPWD (The EMD document shall be issued from the place in which the office of receiving division office is situated).
4. Copy of PAN Card.
5. GST Registration Certificate if already obtained by the bidder.

If the bidder has not obtained GST registration as applicable, then he shall scan and upload following under taking along with bid documents.

"If work is awarded to me, I/we shall obtain GST registration certificate, as applicable, within one month from the date of receipt of award letter or before release of any payment by CPWD, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by CPWD or GST department in this regard",

For bid submission the contractor deposits the original EMD in the office of Engineer-in-charge AE/DOH/ADH inviting bids or division office of any Engineer-in-Charge within the period of bid submission. The EMD document is issued from the place in which the office of receiving division office is situated.

6. Bid will be rejected, if any of the above-mentioned proper documents are found not uploaded on e-tender website.

Assistant Engineer (E.),
Lucknow Elect. Sub Division-II,
C.P.W.D., Lucknow

Govt. of India
Central Public Works Department

File No.:- 10(6)/LESD-II/ 2026-27/397 Dated: 19-11-2026

Copy to:-

1- The Executive Engineer (E.), Lucknow, C.P.W.D. Kendriya Bhawan, Aliganj Lucknow.
2- Assistant Engineer (E), LESD-I,III, Kanpur, CPWD Aliganj, Lucknow.
3- Notice Board.
4- NIT Copy.

Assistant Engineer (E.),

केoलोoनिoविo–6 **CPWD - 6**

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

1- Percentage rate online bids are invited on behalf of President of India from **approved and eligible CPWD composite/ Building & road Category contractor** for following works-

MO EI & Fans, street light, Pump & DG Set at Akansha Parisar, Jankipuram, Lucknow (SH: Operation of computer in Sub Division Office)

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

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

1.1 The work is estimated to cost **₹ 5,77,976/-** This estimate, however, is given merely as a rough guide.

1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids. For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.

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

Criteria of eligibility for submission of bid documents.

1.2.1 ~~Conditions for Non-CPWD registered contractors only, if bids are also open to non- CPWD contractors. For works estimated cost upto tendering limit of class -1 composite category Contractor (However, for Horticulture and Furniture etc. discipline, it may be modified as per bidding limit of CPWD class I contractors of respective discipline as the case may be)~~

~~Three similar works each of value not less than Rs..... or two similar work each of value not less than Rs..... or one similar work of value not less than Rs. ..... (all figures rounded to nearest Convenient figure in last 7 years ending previous day of last date of submission of bids.~~

Note:-

~~For works costing above tendering limit of class –II composite category Contractor but upto tendering limit of Clause-I composite category Contractor (However, for Horticulture and Furniture etc discipline, it may be modified as per bidding limit of CPWD class II and CPWD Class I contractors respectively of respective discipline as the case may be) when bids are open to non-CPWD contractors also, then class II contractors of CPWD registered shall also be eligible if they satisfy the eligibility criteria specified in 1.2.1 above.~~

1.2.2 ~~Criteria of eligibility for CPWD as well as non-CPWD contractors,~~

~~For works estimated to cost above tendering limit of class -1 composite category Contractor (However for Horticulture and Furniture etc. discipline, it may be modifieas per bidding limit of CPWD class I contractors of respective discipline as the case may be.) Three similar works each of value not less than Rs. ..... or two~~similar work each of value not less than Rs.....or one similar~~work of value not less than Rs. (all figures rounded to nearest convenient figure) in last 7 years ending previous day of last date of submission of bids.~~

~~The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid. This is applicable for 1.2.1 as well as 1.2.2 (This is not applicable for CPWD enlisted contractors of appropriate class in composite category)~~

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

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

1.2.3 ~~When bids are invited from non CPWD contractors and CPWD class II contractors as per provisions of clause 1.2.1 above, it will be mandatory for non CPWD contractors and CPWD class-II contractors to upload the work experience certificate(s) and the affidavit as per the provisions of clause 1.2.2.~~

~~But for such bids, Class-I contractors of CPWD are eligible to submit the bids without submission of work experience certificate and affidavit. Therefore, CPWD class-I contractors shall upload two separate letters for experience certificate and affidavit that these documents are not required to be submitted by them. Uploading of these two letters is mandatory otherwise system will not clear mandatory fields.~~

2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7/8 (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

3. The time allowed for carrying out the work will be **12 Months** from the date of start as defined in schedule "F" or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.

4. The site for the work is available.OR
~~The site for the work shall be made available in parts as specified below:~~
. . . . . .
(ii) The architectural and structural drawing for the work is available
OR
The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of work.

5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website www.etender.cpwd.gov.in or www.cpwd.gov.in free of cost.

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

7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

8. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bidsubmitted earlier shall become invalid.

9. Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Executive Engineer (E), LCED, CPWD, Kendriya Bhawan, Aliganj, Lucknow) 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 Assistant Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE/AE in the NIT.

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 lacs, whichever is less, shall have to be deposited in shape prescribedabove, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

Copy of Enlistment Order and certificate of work experience and other documents as specified 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 bythe lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of tender opening authority. Online bid documents submitted by intendingbidders shall be opened only of those bidders, whose original EMD deposited with any division ofCPWD and other documents scanned and uploaded are found in order.

9A The contractors registered prior to 01.04.2015 on e-tendering portal of CPWD shall have to deposit tender processing fee at existing rates, or they have option to switch over to the new registration system without tender processing fee any time.

The bid submitted shall be opened at 03:30 PM on **25-11-2026.**

10. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:

(i) The bidder is found ineligible.

(ii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.

(iii) 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 bid opening authority.

(iv) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

11. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker"s cheque of any scheduled bank/Demand Draft of any scheduled bank/ Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. 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 withEPFO, 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.

12. The description of the work is as follows:-

MO EI & Fans, street light, Pump & DG Set at Akansha Parisar, Jankipuram, Lucknow (SH: Operation of computer in Sub Division Office)

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.

13. 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.

14. 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.

15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.

16. The contractors whose near relatives are employed in any capacity in the Central Public Works Department will not be allowed to tender for works if the Division or Circle or Zone responsible for award and execution of contact is the one where the near relative is working. For this purpose, a near relative shall mean wife, husband, parents grandparents, children, grandchildren, brothers, sisters, uncles, aunts, cousins and their corresponding in-laws.

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/debarred from the approved list of contractors of this Department.

17. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor orany of his employees is found any time to be such a personwho had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor"s service.

18. The bid for the works shall remain open for acceptance for a period of thirty (30) days from the date of opening of bids in case of single bid system ~~sixty (60) days from the date of opening of technical bid in case bids are invited on 2 or 3 bid envelop system~~. (Strike out as the case may be). If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy,. Further the bidders shall not be allowed to participatein the rebidding process of the work. He shall be suspended for one year and shall not be eligible to bid for CPWD tenders from date of issue of suspension order.

19. 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 additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

(b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable.

20. For Composite Bids

20.1.1 The Executive Engineer in charge of the major component will call bids for the composite work. The cost of bid document will be fixed with respect to the combined estimated cost put to tender for the composite bid.

20.1.2 The bid document will include following three components:

Part A:- CPWD-6, CPWD-7/8 including schedule A to F for the major componentof the work, Standard General Conditions of Contract for CPWD 2014 as amended/ modified up to date.

Part B:- General / specific conditions, specifications and schedule of quantitiesapplicable to

major component of the work.

Part C:- Schedule A to F for minor component of the work. Competent authority under clause 2 and clause 5 shall be same authority as mentioned in schedule A to F for major components), General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

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

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

20.1.5 After acceptance of the bid by competent authority, the AE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with AE incharge of major component and has also to sign two or more copies of agreement depending upon number of AE"s/DDH incharge of minor components. One such signed set of agreement
shall be handed over to EE/AE/DDH incharge of minor component(s). AE of major component will operate Part A and Part B of the agreement. AE/DDH incharge of minor component(s)shall operate Part C alongwith Part A of the agreement.

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

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

20.1.8 The main contractor has to associate agencies for specialized components (s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer-in-charge of relevant component(s).within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of relevant component(s).

20.1.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of relevant specialized component(s).

The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

20.1.10 The main contractor has to enter into MoU with agencies contractor(s) associated by him. Copy of such MoU shall be submitted to EE/AE/ DDH in charge of each relevant componentas well as to EE/AE in-charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.

20.1.11 Running payment for the major component shall be made by EE/AE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer- in- charge of the discipline of minor component directly to the main contractor.

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

20.1.12B. Final bill of whole work shall be finalized and paid by the EE/AE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill fortheir component of work and pass on the same to the EE/AE of major component for including in the final bill for composite contract.

21.0 Information and instructions for Tender inviting authority for e-tendering :-

(i) The EE/Engineer in Charge/DDH of any divisions/projects of CPWD or any other officer 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 AE/EE at the time of issue ofNIT also fills and upload the following prescribed format of receipt of deposition of original EMD along with NIT:

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Receipt of deposition of original EMD		
(Receipt No…… …... / date)		
1.	Name of work :-	MO EI & Fans, street light, Pump & DG Set at Akansha Parisar, Jankipuram, Lucknow (SH: Operation of computer in Sub Division Office)
2.	*NIT No.	**145/EE(E)/LKO/2026-27**
3.	*Estimated cost	**₹ 5,77,976/-**
4.	*Amount of Earnest Money Deposit **₹ 11,560/-**	
5.	*Last date of submission of bid……25-11-2026……..	
	(*To be filled by Tender inviting authority/NIT approving authority at the time of issue of NIT anduploaded along with NIT)	
1.	Name of Contractor ..... #	
2.	Form of EMD ..... #	
3.	Amount of Earnest Money Deposit ..... #	
4.	Date of submission of EMD ..... #	
	Signature, Name and Designation of EMD:-	
	Receiving officer along with Office stamp:-	
	(# To be filled by EMD receiving EE/AE/DDH)	

(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 gazetted authority as authorized by the EE/AE/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 from the e-tendering portal website (www.etender.cpwd.gov.in>tender free view> advance search>awarded tenders) 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.

Assistant Engineer (E.),
Lucknow Elect. Sub Divn-II,
C.P.W.D., Lucknow.

CPWD – 7/8 **CPWD**

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

(A) Tender for the work of:-

MO EI & Fans, street light, Pump & DG Set at Akansha Parisar, Jankipuram, Lucknow (SH: Operation of computer in Sub Division Office)

(i) To be submitted by 03:00 P.M. hours on **25-11-2026** to Assistant Engineer (E), LESD-II,CPWD, Jankipuram, Lucknow.

(ii) To be opened in presence of tenderers who may be present at 03:30 P.M hours on **25-11-2026** in the office of Assistant Engineer (E), LESD-II, CPWD, Jankipuram, Lucknow. Issued to

. . . . . .

. . . . . .

Signature of officer issuing the documents . . . . . .

Designation . . . . . .

Date of Issue
. . . . . .

Assistant Engineer (E),
L.E.S.D.-II, C.P.W.D.,
Lucknow

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 its opening. Sixty days from the ~~date of opening~~ of ~~financial bid in case tenders are invited on 2/3 envelop system (strike out asthe case may be) and not to~~ make any modification in its terms and conditions.

CPWD – 7/8 CPWD

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, beat 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 therates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

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

Dated: Signature of Contractor

Witness: Postal Address

Address:

Occupation:

ACCEPTANCE

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

The letters referred to below shall form part of this contract agreement:-(a)

(b)

(c)

For & on behalf of President of India Signature

.....

Dated: Designation
.....

PROFORMA OF SCHEDULE

SCHEDULE 'A'

Schedule of Quantities : As per financial bid.

SCHEDULE 'B'

Schedule of materials to be issued to the contractors : Nil.

SCHEDULE 'C'

Tools & Plants to be issued to the contractors : Nil.

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of contract – (GCC EPC projects 2022/ GCC maintenance works 2023/ GCC construction works2023): Applicable GCC Maintenance work 2023 as modified & corrected upto previous day of the last date of submission of the bid tender.

1.1 Name of Work: MO EI & Fans, street light, Pump & DG Set at Akansha Parisar, Jankipuram, Lucknow (SH: Operation of computer in Sub Division Office)

1.2 Estimated cost of work: ₹ 5,77,976/-

1.3 Earnest Money ₹ 11,560/- (to be returned after receiving performance Guarantee)

1.4 Performance Guarantee:

(a) 5% of tendered value or estimated cost put to tender (ECPT) (whichever is higher).

(b) Where the tenderd amount is less than eighty percent (80%) of the estimated cost put to tender (ECPT), the performance guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percement (80%) of the ECPT and the tendered amount

1.5 Security deposit: 2.5% of the tendered value

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:-

(1) Officer inviting tender: Assistant Engineer (E), LESD-II, CPWD, Lucknow.

(2) Price Preference to SC/ST individual Contractor in valid upto. 31-12-2027

(3) Definitions:

2(vi)	Engineer-in –Charge	Assistant Engineer (E), LESD-II, CPWD, Jankipuram, Lucknow.
2(viii)	Accepting Authority	Assistant Engineer (E), LESD-II, CPWD, Jankipuram, Lucknow.
2(x)	Percentage on cost of materials and labour to coverall overheads and profits	15%
2(x)(b)	Standard Schedule of Rates:	DSR– 2025, Prevailing Labour rates & market rates
2(xi)	Department:	Central Public Works Department
9(ii)	Standard CPWD contract Form	General conditions of contract Maintenance works 2023, CPWD Form 7/8 as modified & corrected upto previous day of the last date of submission of the tender.

Clause 1

(i)	Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable labour licences, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance	07 Days
(ii)	Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above.	03 Days

Clause 2

Authority for fixing Compensation underClause 2 — Chief Engineer, Lucknow

Clause 2 A — Not Applicable

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start Mile stone (s) as per table given below:- — 10 days

S.No	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be with-held in case of Non achievement of mile stone
……		Nil ……	

Time allowed for execution of work — 12 Months

Authority to decide:

(i)	Authority to convey the decision of shifting of milestone and extension of time.	Assistant Engineer (E), LESD-II, CPWD, Lucknow.
(ii)	Authority to decide rescheduling of milestone and extension of time.	Chief Engineer (Lucknow)
(iii)	Shifting of date of start in case of delay in handing over of site.	Chief Engineer (Lucknow)

Schedule of handing over of site:

Part	Portion of Site	Description	Time Period for handing over reckoned from date of issue ofletter of intent.
Part A	Portion without anyhindrance	Full	From date of start
Part B	Portions with encumbrances	Nil	----------
Part C	Portions dependent onwork of other agencies	Nil	----------

Clause 6
Computerized Measurement Book (CMB/ Electronic Measurement Book (EMB) Mode of measurement (CMB/EMB) — e-MB

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. 1.45 Lakh

Clause 7A
Whether clause 7A shall be applicable — Yes, Applicable

Clause 8
Competent authorities to inspect and issue completion certificate — Assistant Engineer (E), LESD-II, CPWD, Jankipuram, Lucknow

Clause 10A
List of testing equipments to be provided by the contractor at site lab — Nil

Clause 10 (B)(II) — Yes Applicable

Clause 10 C — Not Applicable

Clause 10 CC — Not Applicable

Clause 11
Specifications to be followed for execution of work — CPWD General Specifications for Electrical Works Part-I Internal-2023 Electrical works Par-II (External)-2023, Heating, Ventilation & Air-conditioning (HVAC) works-2017, Electrical works-IV (Substations).

Clause 12
Type of work — Maintenance work.

Clause 16
Competent Authority for deciding reduced rates — Chief Engineer (Lucknow), CPWD, Lucknow

Clause 18
List of mandatory machinery, tools& plants to be deployed by the contractor at site: — Not Applicable

Clause 25 — OM No. DG/CON/317 dated 28-06-2021 is applicable.

(i) Conciliator — ADG (Lucknow)

(ii) Arbitrator appointing authority — CE (Lucknow)

(iii) Place of Arbitration — Lucknow.

Clause 32

Requirement of Technical Representative(s) and recovery Rate

S.No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)	
						Figures	Words
---------- Nil ----------							

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

Diploma holder with minimum 10 years relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

INTEGRITY PACT	



INTEGRITY PACT

To,

…….

……

……

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

Dear Sir,

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

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

INTEGRITY PACT	

INTEGRITY PACT

To,

Executive Engineer,

……

……

Sub: Submission of Tender for the work of**.**

Dear Sir,

I/We acknowledge that CPWD is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY AGREEMENT	

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

INTEGRITY AGREEMENT

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

BETWEEN

President of India represented through Executive Engineer,

.....
(Name of Division)

CPWD, ..., (Hereinafter referred as the
(Address of Division)

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

AND

.....
(Name and Address of the Individual/firm/Company)

through ..... (Hereinafter referred to as the
(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for .....

.....
(Name of work)

hereinafter referred to as the "Contract".

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

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

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

INTEGRITY AGREEMENT

Article 1: Commitment of the Principal/Owner

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct inthe 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 theChief 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 orunderstanding, 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 any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection withthe 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 apartfrom 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 IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original 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.

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 coveredunder 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)

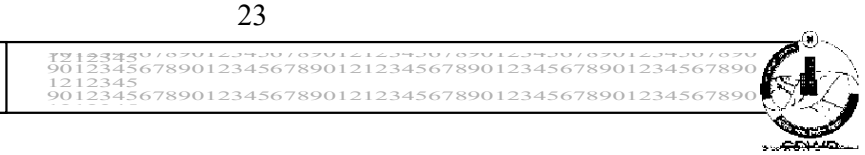
2 .....

(signature, name and address)

Place:

Dated:

Bank Guarantee Bond



Form of Earnest Money Deposit
Bank Guarantee Bond

WHEREAS, contractor ..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated ..... (date) for the construction of.....(name of work) (hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that we.....(name of bank) having our registered office at ..... (hereinafter called "the Bank") are bound unto ..... (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. ..... (Rs. in words.....) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by thesepresents. SEALED with the Common Seal of the said Bank this ..... day of ..... 20.....THE CONDITIONS of this obligation are:

(1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;

(2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, ifrequired;

OR

(b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender documentand Instructions to contractor,

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his firstwritten demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand theEngineer-in-Charge will note that the amount claimed by his is due to him owing to the occurrence of one or any of theabove conditions, specifying the occurred condition or conditions.

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

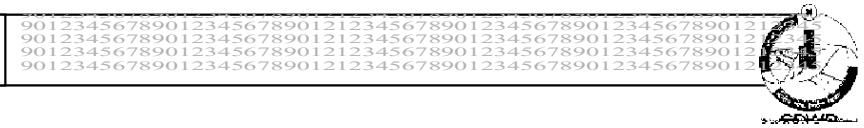
DATE ..... SIGNATURE OF THE BANK

WITNESS ..... SEAL

(SIGNATURE, NAME AND ADDRESS)

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

BANK GUARANTEE BOND

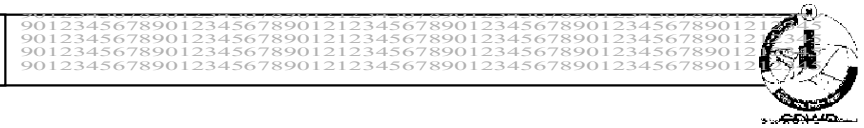


Form of Performance Security (Guarantee)
Bank Guarantee Bond-Format - I

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

1. We,.....(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.
2. We,.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. …….. (Rupees only)
3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We,.....(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We,.....(indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We,..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up to..... unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. …… (Rupees.....) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated the ……..day of……for….....(indicate the name of the Bank)

BANK GUARANTEE BOND



Form of Performance Security (Guarantee)
Bank Guarantee Bond- Format -II

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

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

Annexure- „B"

AFFIDAVIT

I / We have submitted a bank guarantee for the work _____
(Name of work)
Agreement No._____dated_____from_____to_____

(Name of the Bank with full address) _____

the Assistant Engineer _____

(Name of Division) with a view to seek exemption from payment of security deposit in cash. This bank guarantee expires on_____I / We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at my / our own initiative upto a period of _____months after the recorded date of completion of the work or as directed by the engineer-in-charge.

I / We also indemnify the Government against any losses arising out of non – encashment of the bank guarantee if any.

Note :- The affidavit is to be given by the executants before a first class Magistrate

SCHEDULE OF WORK

Name of Work:- MO EI & Fans, street light, Pump & DG Set at Akansha Parisar, Jankipuram, Lucknow (SH: Operation of computer in Sub Division Office)

S.No.	Description of Item	Qty.		Rate	Unit	Amount
1	Providing services for computer operation which includes typing of both language Hindi and English i/c data entry, schedule of work, NIT, ERP, e-tendering uploading & download, work order all related work of sub division office from 9.30 A.M. to 5.00 P.M. on all working days excluding Sunday & Holidays etc as reqd.	12	Months	34623.00	P/M	415476.00
2	Extra for over time after 6.00 PM or before 9.00 AM not less than half hour on all working days and weekly rest day/Gazetted Holidays for operation of computer job as provided in Item no-1 (Computer operation). OTA will be paid only after providing attendance sheet with time duly verified from respective office. (Over time allowed to one worker shall not exceed 50 Hours per month).	500	Hours	325.00	P/hour	162500.00
				Total	**Rs.**	**577976.00**

J.E. (E)
LESD-II, CPWD
Lucknow

Assistant Engineer (E.),
Lucknow Elect. Sub Division-II,
C. P. W. D., Lucknow.

TERMS & CONDITION

1- The contract can be terminated with 07 days notice without assigning any reason. The decision of the Engineer-in-charge shall be final and binding on the contractor. In this regard no claim shall be entertained.

2- Work should be done as per instruction issued by subdivision office & their satisfaction.

3- The department shall not be responsible for accident or labour claim during the course of work. The contractor shall bear all the claims on this account as per relevant clauses of the contract.

4- The contractor shall provide mobile phone with charged sim for communication within his quoted rates, failing which penal recovery @100/- per day per person shall be made from bills due to the contractor.

5- Any damage to the equipment due to the negligence of the contractor, the cost of repair/rectification shall be recovered from the contractor's due payments and the decision of the Engineer-in-charge shall be final and binding on the contractor in this regard.

6- If any staff found absent from duty, following recovery shall be made:-
   (a) Skilled person - Rs. 2048 per day.

7- It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.

8- Payment to staff shall be made after month one week monthly through Bank or ECS or online transfer to his bank account only otherwise recovery @100/- per day per person shall be made from bills due to the contractor.

9- Worker / Employee of the contractor should not be less than 18 year old.

10- Any type of claim by the contractor's employee/ worker has to be dealt by the contractor only. The Government is not responsible for any type of claims.

11- The worker employed by the contractor shall be paid at least minimum of wages as per minimum labour wages.

12- The contractor shall obtain from the Junior Engineer or any other authorized representative of the Engineer-in-charge as the case may be, a certificate under his signature at the end of the entries in the "Register of wages" or the "wage cum-Muster Roll" as the case may be in the following form:-

"Certified that the amount shown in column No. ..... Has been paid to the workman concerned through bank account of labour on ..... at .....

13- The contractor shall provide proper uniform of colour within specified by the department with badge written "CPWD Duty" to the employed workers his quoted rates failing which penal recovery @ Rs. 200/- per day per person shall be made from bills due to the contractor.

14- The staff deployed by the firm will be staff of the contractor and shall not have any right for regular service in the department.

15- The Contractor shall make payment to the worker through online/Cheque/RTGS/D.D. and a proof of making payment through Cheque/RTGS/DD may be submitted along with running account bill of contractor.

16- The department shall not be responsible for accident or labour claim for any mis-happenings during the course of work. The contractor shall bear all the claims on this account as per relevant clauses of the contract

17- During period of contract the Engineer-in-charge will have authority to ask the contractor to remove/replace any of his labour found unfit on technical or other grounds.

18- In case the contractor intend to replace the labour during execution of the work, before deploying new labour the contractor will have to get the same approved by the Engineer-in-charge, failing which the new labour will not be allowed to be engaged on the work.

19- If wages are not paid to the employed worker within one week after completion of calendar month, then recovery @ Rs. 500/- per person per day per pending month shall be affected from the bills due to the contractor and bank statement of the employed staff shall be conclusive proof for determining delay in disbursement of wages. The decision of engineer-in-charge shall be final and binding on the contractor.

20- Work should be done as per instruction issued by Engineer-In-Charge and upto his satisfaction.

21- Contractor has to submit workmen details alongwith their qualification and experience as well as EPF and ESIC No. of individual employed as per NIT conditions at the time of submission of performance Guarantee, otherwise department shall be free to forfeited EMD submitted by the firm/contractor. The agency shall be fully responsible for forfeiture of EMD and nothing shall be entertained thereafter.

22- No payment shall be made to the contractor in case of failure to submit ESI/EPF deduction details.

23- Person employed by the contractor should have following minimum qualification and experience:-

(i) 10 years working experience on similar item mentioned in schedule of work, data entry, schedule of work, NIT, e-tendering uploading & download, work order all related work in the Offices of CPWD on contractual basis.

(ii) Should be proficient in MS office to the satisfaction of engineer-in-charge

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