N. I. T./TENDER PAPER

NIT No. : **41/AE/MGCSD/CPWD/2026-27**

Name of work : Providing & running of inspection vehicle on hire basis for use of O/o AE-IV, MGCSD, CPWD, Mokamaghat for period of 07 (Seven) Months. Chargeable work- Repair & Renovation of Type-II- 76 nos Qtr (Mithila Vihar), AB Block, Type-I-108 Nos. Qtrs (Vaishali Vihar) & Type-II-144 Nos. (Vaishali Vihar) Bata Gate under Housing Upgrading scheme 2018 in CRPF Campus, Mokamaghat (Bihar).

Estimated Cost : **Rs. 3,85,433.00**

Earnest Money : **Rs. 7,709.00 (2% of estimated cost)**

Performance Guarantee : **5% of the Estimated cost put to tender (ECPT) or contract amount whichever is higher**

Additional Performance Guarantee : **A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to tender. In case of abnormally low bids as defined above, the bidder shall be required Submit Additional Performance Guarantee (APG) in addition to the Standard Performance Guarantee (PG). The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount**

Security Deposit : **2.5%of tendered value.**

Time Allowed : **07 (Seven) Months**

Certified that this composite NIT contains Page 1to 28 pages only.

INDEX PAGE

Name of Work:	Providing & running of inspection vehicle on hire basis for use of O/o AE-IV, MGCSD, CPWD, Mokamaghat for period of 07 (Seven) Months. Chargeable work- Repair & Renovation of Type-II- 76 nos Qtr (Mithila Vihar), AB Block, Type-I-108 Nos. Qtrs (Vaishali Vihar) & Type-II-144 Nos. (Vaishali Vihar) Bata Gate under Housing Upgrading scheme 2018 in CRPF Campus, Mokamaghat (Bihar).	
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INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

The Assistant Engineer, MGCSD, CPWD, Mokamaghat a invites Online Bids **Percentage Rate** Tender on behalf of President of India for the following work:

Sl. No.	NIT No.	Name of work and location	Estimated cost put to tender	Earnest Money	Period of Completion	Last date & time of submission of Bid, e- Tender Processing Fee and other Documents As specified In the press notice	Time & date of opening of tender
1	**41/AE/MGCSD/CPWD/2026-27**	Providing & running of inspection vehicle on hire basis for use of O/o AE-IV, MGCSD, CPWD, Mokamaghat for period of 07 (Seven) Months. Chargeable work- Repair & Renovation of Type-II-76 nos Qtr (Mithila Vihar), AB Block, Type-I-108 Nos. Qtrs (Vaishali Vihar) & Type-II-144 Nos. (Vaishali Vihar) Bata Gate under Housing Upgrading scheme 2018 in CRPF Campus, Mokamaghat (Bihar).	**Rs. 3,85,433/-**	**Rs. 7,709/-**	**07 (Seven) Months**	Upto 3:00 pm on 13.11.2026	At 03.30 pm on 13.11.2026

1. The intending tenderer must read the terms and conditions carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for tenderer poste don websites hall form part of tender document.
3. The tender 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 orwww.cpwd.gov.in or www.eprocure.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 Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of **Executive Engineer, Patna Central Division, CPWD, Patna, receipt for deposition of original EMD to division office of any Executive Engineer, 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 will receive the competitor bid sheets.
8. Contractor can upload documents in the form of JPG format and PDF format.
9. Contractor must ensure to quote item percentage below/above (in figure as well as in words) at which he will be willing to execute the work.

   In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as"0".

   Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treatedas"0" (ZERO).

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

I. Insurance Surety Bonds/Demand Draft / Accounts Payee Banker's Cheque/FDR of any commercial Banks against EMD

II. Copy of receipt for deposition of Original EMD in favour of Executive Engineer, Patna Central Division, CPWD, Patna to Division office of any Executive Engineer, CPWD (The EMD document shall only be issued from the place in which the Office of receiving Division office is situated).

III. Scan copy of valid PAN Card issued by the Income Tax Department.

IV. Copy of Registration with EPFO & ESIC.

V. Enlistment order of the Contractor

VI. 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".

VII. ERP Training Certificate of CPWD Authority.

VIII. Commercial Registration Certificate of vehicle.

CPWD-6 FOR e-Tendering

The Assistant Engineer, Mokamaghat Central Sub-Division, CPWD, Mokamaghat invites Online Bids **Percentage Rate** Tender on behalf of President of India for the following work:- Providing & running of inspection vehicle on hire basis for use of O/o AE-IV, MGCSD, CPWD, Mokamaghat for period of 07 (Seven) Months. Chargeable work- Repair & Renovation of Type-II- 76 nos Qtr (Mithila Vihar), AB Block, Type-I-108 Nos. Qtrs (Vaishali Vihar) & Type-II-144 Nos. (Vaishali Vihar) Bata Gate under Housing Upgrading scheme 2018 in CRPF Campus, Mokamaghat (Bihar).

1. The work is estimated to cost **Rs 3,85,433/-.** This estimate, however, is given merely as a rough guide.
2. Agreement shall be drawn with the successful bidders 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 **https://etender.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 **07 (Seven) Months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. **The site for the work is available.**
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website **www.etender.cpwd.gov.in** or **www.cpwd.gov.in** **free of cost.**
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
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. 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, Patna Central Division, C.P.W.D., Patna**) shall be scanned and uploaded to thee- tendering website within the period of bid submission.

   The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed form at(enclosed) uploaded by tender inviting EE in the NIT.

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

   A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs.20lac, whichever is less, shall have to be deposited in shape prescribed above, 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 tenders which is to be scanned and uploaded by the intending bidders.

   Copy of Enlistment Order and certificate of work experience wherever applicable and other documents if required and specified in this tender document shall be scanned and uploaded to thee- Tendering website with in the period of tender submission. However,

Certified copy of all the scanned and uploaded documents as specified in this tender document shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority.

Online tender documents submitted by intending tenderers shall be opened only of those tenderers, **whose EMD deposited with any division office CPWD and other documents scanned and uploaded are found in order.**

The tender submitted shall be opened at 3:30 PM **on 13.11.2026.**

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 switchover to the new registration system without tender processing fee any time.

10. The bid submitted shall be come invalid if,

(i) The tenderer is found ineligible.

(ii) The tenderer does not deposit original EMD with division office of any Executive Engineer, CPWD.

(iii) The tenderer does not upload all the documents as stipulated in the tender document **Including the copy of receipt for deposition of original EMD**.

(iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted **physically by the lowest tenderer** in the office of tender opening authority.

(v) 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 in valid 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 with in the period specified in Schedule F. This guarantee shall be in the form of cash (incase 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 Bond so f 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.**

12. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected

13. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.

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

15. The contractor shall not be permitted to bid for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grade so 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.

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

17. **The bid for the works shall remain open for acceptance for a period of 30(Thirty) days from the date of opening of bids ~~in case of single bid system/Ninety(90) days from thedate of opening of technical bid in case bids are invited on 2 bid/envelop system/ Onehundred twenty(120) days from the date of opening of technical bid in case bids areinvited on 3 bid/envelope system for specialized work (strike out as the case may be).~~**If any bidders with draws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in there bidding process of the work.

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

a) The Notice Inviting Tender, all the documents including additional conditions, specification s and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of tender and acceptance thereof together with any correspondence leading thereto.
b) Standard C.P.W.D. Form8 or other Standard C.P.W.D. Form as applicable.

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
Percentage Rate Tender/~~ItemRateTender~~ & Contractor Works

Tender for the work of:- Providing & running of inspection vehicle on hire basis for use of O/o AE-IV, MGCSD, CPWD, Mokamaghat for period of 07 (Seven) Months. Chargeable work- Repair & Renovation of Type-II- 76 nos Qtr (Mithila Vihar), AB Block, Type-I-108 Nos. Qtrs (Vaishali Vihar) & Type-II-144 Nos. (Vaishali Vihar) Bata Gate under Housing Upgrading scheme 2018 in CRPF Campus, Mokamaghat (Bihar).

To be submitted by **3:00 PM on** online to the Assistant Engineer, MGCSD, CPWD, Mokamaghat.

(i) To be opened in presence of tenderers who may be present **03.30 PM on** in the office of the Assistant Engineer, MGCSD,CPWD, Mokamaghat.

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 here by tender for the execution of the work specified for the President of India with in 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 of 2020 with up to date amendments 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 Seven **(07)** days from the due date of its opening /~~ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) and not to make any modification in its terms and conditions.~~

A sum of **Rs. 7,709/-**is hereby for warded in cash /receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, 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 Earnest Money & Performance Guarantee as afore said. I/ We shall be debarred for participation in there-tendering process of the work.

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

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 in formation/derived therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated: Signature of Contractor

Witness: Postal Address

Address:

Occupation:

ACCEPTANCE

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

(Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders)
(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE'A'

Schedule of quantities page No. 28

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
---------NIL----------				

SCHEDULE 'C'

Tool sand plants to be hired to the contractor

S.No.	Description	Hire charges per day	Place of Issue
1	2	3	4
---------NIL----------			

SCHEDULE 'D'
Extra schedule for specific requirements/document for the work, if any. **As attached in tender form**

SCHEDULE 'E'

Reference to General Condition s of contract.

Name of Work: Providing & running of inspection vehicle on hire basis for use of O/o AE-IV, MGCSD, CPWD, Mokamaghat for period of 07 (Seven) Months. Chargeable work- Repair & Renovation of Type-II- 76 nos Qtr (Mithila Vihar), AB Block, Type-I-108 Nos. Qtrs (Vaishali Vihar) & Type-II-144 Nos. (Vaishali Vihar) Bata Gate under Housing Upgrading scheme 2018 in CRPF Campus, Mokamaghat (Bihar).		
Estimated cost of the work:	Civil Items of Work	**Rs. 3,85,433/-**
	Electrical item of work	Nil
	Total	**Rs. 3,85,433/-**
Earnest money	**Rs. 7,709/-** (to be returned after receiving performance guarantee)	
Performance Guarantee	5% of the Estimated cost put to tender (ECPT) or contract amount whichever is higher	
Additional Performance Guarantee	The additional performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount. (Direction in Performance Guarantee as per OM no. DG/Manual2024/20 dated 27-02-2026 issued from file no. CSQ/CM/16(1)/2026 e-file 9212995 (DFA/9365789)	
Security Deposit	2.5% of the tendered value of the work	

SCHEDULE'F'

GENERALRULES&DIRECTIONS:

Officer inviting tender	**Assistant Engineer, MGCSD, CPWD, Mokamaghat**
Maximum percentage of quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause	See below

12.2.&12.3	

Definitions:

2(v)	**Engineer-in-Charge**	
	For Civil items of work	**Assistant Engineer, MGCSD, C.P.W.D., Mokamaghat.**
2(vi)	Accepting Authority	**Assistant Engineer, MGCSD, C.P.W.D., Mokamaghat.**
2(vii)	Percentage on cost of materials and labour to cover all over head sand profits	7.5%
2(viii)	**Standard Schedule of Rates:**	
	Civil Items of Work:	The work shall be carried out as CPWD DSR 2023 Vol I and Vol II with upto date correction slips and Market Rate
2(ix)	Department:	Central Public Works Department
9(ii)	Standard CPWD contract Form:	GCC 2023, CPWD form 7 as modified and Corrected upto date of submission of bid (Whether correction vide latest circulars are incorporated or not in this document).

Clause 1	i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	**7 Days**
	ii) Maximum allowable extension **with late fee @ 0.1% per day of Performance Guarantee amount beyond the period as provided in (i) above**	**3 Days**
Clause 2	Authority for fixing Compensation under Clause 2	**CE, Patna/CPWD/Patna**
Clause 2 A	Whether Clause 2A shall be applicable	**No**
Clause 5	Number of days from the date of issue of Letter of acceptance for reckoning date of start	**7 Days**
	Time allowed for execution of work	**07 (Seven) Months**

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

Sl. No.	**Description of milestone**	**Time Allowed in days (from date of start)**	**Amount to be with-held in case of non achievement of milestone**
----------N/A----------			

Authority to decide

Extension of time **Assistant Engineer, MGCSD, C.P.W.D., Mokamaghat**

Shifting of date of start in case of delay in handing over of site	**Chief Engineer (Patna)**	
Clause 6	Clause applicable	**Clause 6**
Clause7	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. 64 thousand or** mutually agreed amount
Clause10A	List of testing equipment to be provided by the contractor at site lab.	**NA**
Clause10 B(ii)	Whether clause10-B(ii) shall be applicable.	**No**
Clause10 C	Component of labour expressed as percentage of value of work	----------N/A----------
Clause10 CA	Materials covered Under this clause.	**Nearest material (**other than cement*, reinforcement bars and structural steel**) for which All India Wholesale Price Index is tobe followed.** NA NA

----------N/A----------

Clause10 CC **Not Applicable**

Clause11 **Specification to be followed for execution of work**:

For Civil items of work CPWD Specifications 2019 Vol.1 and Vol.2 with correction slips upto **date of submission of bid** (Hereinafter called CPWD specifications also) and manufacture specifications.

Clause12

	Authority to decide deviation within 1.25 times of tendered amount	**Chief Engineer (Patna), CPWD, Patna**
	Authority to decide deviation beyond 1.25 times to 1.5 times of tendered amount	**ADG(Patna)**
12.2 &12.3	Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work	**100%**
12.5(i)	Deviation limit beyond which clause 12.2 &12.3 shall apply for foundation work(except earth work)	**100%**
(ii)	Deviation Limit for items in earth work subhead of DSR or related items	**100%**
Type of work		Maintenance work

Clause16	Civil items of work	
	Competent Authority for Deciding reduced rates:	**Chief Engineer (Patna)**
Clause18	List of mandatory machinery, tools & plants to be deployed by the contractor at site.	**NA**

Clause25

Constitution of Dispute Redressal Committee:-

Constitution of Dispute Redressal Committee (DRC)	**Competent Authority to appoint DRC**
DRC shall constitute one Chairman and two members	Additional Director General (Patna)

Clause36(i) Requirement of Technical Representative(s) and Recovery Rate

Sl. 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 Clause36(i)	
						Figures	Figures
--------N/A--------							

Clause42

i) a) Schedule/ statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2023 printed by CPWD — **--------N/A--------**

ii) ~~**Variations permissible on theoretical quantities**~~

~~a) Cement for works with estimated cost put to tender not more than Rs 5lakhs.~~ — ~~**3%plus/minus**~~

~~For works with estimated cost put to Tender is more than Rs5 lakhs~~ — ~~**2%plus/minus**~~

~~**b)** Bitumen all works~~ — ~~**2.5% plus & only & nil on minus side.**~~

~~c) Steel reinforcement and structural steel Sections for diameter, section and category.~~ — ~~**2%plus/minus.**~~

~~**d)** All other materials~~ — ~~**Nil**~~

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S. No.	**Description of Item**	**Rates in figures and words at which recovery shall be made from the Contractor**	
		Excess beyond permissible variation	**Less use beyond permissible variation**
----------N/A----------			

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

INTEGRITYAGREEMENT

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

BETWEEN

President of India represented through **Assistant Engineer, MGCSD, CPWD, Mokamaghat.** (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/firms/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 ssuccessors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender (NIT no.41/AE/MGCSD/CPWD/2026-27) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for Providing & running of inspection vehicle on hire basis for use of O/o AE-IV, MGCSD, CPWD, Mokamaghat for period of 07 (Seven) Months. Chargeable work- Repair & Renovation of Type-II- 76 nos Qtr (Mithila Vihar), AB Block, Type-I-108 Nos. Qtrs (Vaishali Vihar) & Type-II-144 Nos. (Vaishali Vihar) Bata Gate under Housing Upgrading scheme 2018 in CRPF Campus, Mokamaghat (Bihar).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 witness as under:

Article1:CommitmentofthePrincipal/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 Bidders(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender processor 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.

Article2:CommitmentoftheBidder(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 thetenderingprocessandthroughoutthenegotiationorawardofacontract.

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 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 address of foreign agents/representatives, if any. Either the India agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, incases 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 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).

Article3:ConsequencesofBreach

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 employees 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.

Article4:PreviousTransgression

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 anyotherCentral/StatePublicSectorEnterprisesinIndiathatcouldjustifyhisexclusionfromtheTender process.
2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender processor 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.

Article5:EqualTreatmentofallBidders/Contractors/Subcontractors

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

Article6:Durationof 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.

Article7 :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**.

Article8:LEGALANDPRIORRIGHTS

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/Contract 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 abovementioned in the presence of following witnesses:

……..…….
(For and on behalf of Principal/Owner)

……..……..
(For and on behalf of Bidder/Contractor)

WITNESSES:

1. …….
   (Signature, name and address)
2. ……
   (Signature, name and address)

Place:

Date:

GENERAL RULES & DIRECTIONS

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in Newspapers as the case maybe.

   This form will state the work to be carried out, as well as the dated of submitting and opening tender sand the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer 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 tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender 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 holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act,1952.

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 tender 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 tender (**applicable for percentage rate tender only**) shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender 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.

   In case the lowest tendered amount (worked out on the basis of quoted rate of individual items)of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

   In the revised tender amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of CE of Zonal Office, EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender),EE (P) or EE(HQ) of the circle & the lowest contractors those have quoted equal amount of their tenders.

   In case of any such lowest contractor in his revised offer quotes rate of any items more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.

In case all the lowest contractors those have same tendered amount (as a result of their quoted rate individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.

Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission on his bid shall not be allowed to participate in there-tendering process of the work.

4A. In case of Percentage Rate Tenders, tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule- A, he will be willing to execute the work. The tender submitted shall be treated as in valid if:

(i) The contractor does not quote percentage above/ below on the total amount of tender or any section/sub head of the tender.

(ii) The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.

(iii) The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender:

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender fortwoor more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal ,the lowest tender, among such contractors, shall be decided by draw of lots in the presence of CE of Zonal Office, EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), EE(P) or EE(HQ) of the circle & the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.

Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in there tendering process of the work.

5. The officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money 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 tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.

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

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

8. The memorandum of work tendered 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 tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and in complete, he shall request the officer to have this done before he completes and delivers his tender.

9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

9A Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.

10. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

10A. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.

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

12. ~~(**Applicable for Item Rate Tender only**) All rates shall be quoted on the tender form. The amount foreach item should be worked out and requisite totals given. Special care should be taken to write the ratesin figures as well as in words and the amount in figures only, in such a way that interpolation is notpossible. 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. 2.15P“andincaseofwords,theword„Rupees“shouldprecedeandtheword„Paise“shouldbewrittenatthe end. Unless the rate is in whole rupees and followed by the word „only“ it should invariably be uptotwo decimal places. While quoting the rate in schedule of quantities, the word „only“ should be writtencloselyfollowingthe amountanditshould not be written inthenextline.~~

12A. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. 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. 2.15P and in case of words, the word „Rupees‟ should precede and the word „Paisa‟ should be written at the end.

13. On acceptance of the tender, 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 or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same. However, competent of GST at time of supply of service (as provided in GST Act 2017) Provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.

15. The contractor shall give a list of both gazette and non-gazetted C.P.W.D. employees related to him.

16. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, 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.

GENERAL TERMS AND CONDITIONS

01. The vehicle should be in good maintained conditions with valid commercial registration from competent authority to Bihar and to be reported in duty to the office of the Assistant Engineer- (IV), MGCSD, CPWD, Mokamaghat.
02. The vehicle should not be older than 05 (Five) years
03. The Driver shall have valid driving license and should have good conduct, non- alcoholic time bond, neatly dress, disciplined and preferably to have workable knowledge of Hindi and Local language. If any disobedience noticed, the vehicle owner shall replace the driver next day.
04. Non-commercial vehicles are not allowed. However, in case of a breakdown, a non-commercial vehicle may be used for up to 30 days throughout the entire work period. Exceeding this limit will result in automatic contract termination and forfeit of the Performance Guarantee (PG) without notice.
05. The vehicle i/c interiors shall always be in good conditions.
06. Payment of driver shall be made by the agency on monthly basis and shall be paid as per minimum wages as applicable. Payment will be made by the department on bi-monthly basis after submission of bill from the agency.
07. The vehicles shall be always in road worthy condition with neat and clean seat covers along with spare tyres, tools and kits, petty repairs and replacement of spare tyres.
08. Deduction will be made from monthly hire charges in case vehicle is not made available on any working day except on holidays (when Vehicle is not required and weekly off day) and the per day recovery for the same shall be made @Rs. 2000 per day.
09. One weekly off days shall be provided on the day to be decided by the Engineer-in-charge. However in case vehicle is required on holidays, nothing shall be paid on that account.
10. The owner has to supply Diesel/Petrol and Mobil upto 2000 KM per month for which nothing extra shall be payable than the quoted rate. For running beyond 2000 KM, payment for the additional KMs shall be made at the rate specified in the agreement.
11. Daily log book shall be maintained by the driver and got signed by the vehicle using officer.
12. The maintenance, checking and petty repair shall be attended preferably on non-working days. Nothing extra shall be paid for any maintenance of the vehicle.
13. The Vehicle shall have valid registration from competent authority for visit in Bihar. Any liability of whatsoever nature whether to the Government or any private party, any damage and/ or compensation on account of accident, arsons, looting, riot, flood or any other natural calamity directly or indirectly related to such causes or otherwise shall be fully born by contractor/owner.
14. The vehicles should be adequately covered under insurance for such risk and damaged. The undersigned shall not be party to any such claim or damages or compensation of whatsoever nature.
15. Duty hours of the Vehicles will be reckoned from the time of reporting to time of leaving the office. It shall be as fixed from time to time by the officer-in-charge. With lunch recess of half an hour.
16. The vehicle must be equipped with a mandatory FASTag for electronic toll payments. Toll tax payments will be reimbursed based on actual charges incurred. In the event that the vehicle does not have a FASTag installed, a penalty equivalent to the FASTag requirement will be deducted from the agency's pending bills. It is the agency's responsibility to ensure that the FASTag is active and sufficiently funded at all times to avoid any disruptions or additional penalties.
17. Income Tax and other statutory deduction will be made from the bills as applicable.
18. The department can close the contract at any time if on seven days notice.

BANK GUARANTEE BOND

In consideration of the President of India (hereinafter called " the Government") having agreed under the terms and conditions of agreement No._____dated_____ _____Made between_____and _____(hereinafter called" the contractor(s)")_____ for the work_____ _____(hereinafter called" the said agreement") having agreed to production of a irrevocable Bank Guarantee for`_____(Rupees _____only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we

(hereinafter referred to as "the Bank") hereby under take to pay to

_____the
(Indicate the name of the Bank)
Government an amount not exceeding`_____(` _____only) on demand by the Government.

2. We_____do hereby undertake to pay the amounts due and payable
(Indicate the name of the Bank)
under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding` _____(Rupees_____only).

3. We, the said bank further undertake to pay to 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_____further agree that the guarantee herein contained shall
(Indicate the name of the Bank)
remain in full force and effect during the period that would be taken for 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_____further agree with the Government that the Government
(Indicate the name of the Bank)
shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said 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 forebear 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_____lastly undertake not to revoke this guarantee except
(Indicate the name of the Bank)
with the previous consent of the Government in writing.

8. This guarantee shall be valid up to _____,unless extended on demand by Government. Not with standing anything mentioned above, our liability against this guarantee is restricted to`\_\_\_\_(` _____only) 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)

Form of Earnest Money Deposit

Bank Guarantee Bond

WHEREAS, contractor.....(Name of contractor) (here in after 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 ..... (here in after called "the Bank") .... are bound unto ....

.....(Name and division of Executive Engineer) (here in after called "the Engineer-in-Charge") in the sum of `. ..... (` 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 these presents.

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, if required;

OR

(b) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

OR

(c) Fails or refuses to star the work, in accordance with the provisions of the contract and Instructions to contractor ,

OR

(d) Fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred conditionor 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 12 months from last date of receipt of tender.

Receipt of Earnest Money

The NIT approving authority/EE at the time of issue of NIT shall also fill and upload the following prescribed format of receipt of deposition of original EMD along with NIT:-

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

1. Name of work:- **Providing & running of inspection vehicle on hire basis for use of O/o AE-IV, MGCSD, CPWD, Mokamaghat for period of 07 (Seven) Months. Chargeable work- Repair & Renovation of Type-II- 76 nos Qtr (Mithila Vihar), AB Block, Type-I-108 Nos. Qtrs (Vaishali Vihar) & Type-II-144 Nos. (Vaishali Vihar) Bata Gate under Housing Upgrading scheme 2018 in CRPF Campus, Mokamaghat (Bihar).**
2. NIT No.- **41/AE/MGCSD/CPWD/2026-27**
3. Estimated Cost:-**Rs 3,85,433/-**
4. Amount of earnest Money Deposit:-**7,709/-**
5. Last date of submission of bid:-Upto 3:00PM on 13.11.2026

(* To be filled by NIT approving authority/EE at the time of issue of NIT and uploaded alongwith 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 (EE/AE(P)/AAO)
Alongwith Office stamp

(*To be filled by EMD receiving EE)

* The Executive Engineer receiving EMD in original form shall examine the EMD deposited by the bidder and shall issue a receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting EE. The receipt may be issued by the AE(P)/AE/AAO.

* The Executive Engineer receiving original EMD shall also intimate tender inviting Executive Engineer about deposition of EMD by the agency by email/fax/telephonically

* The original EMD receiving Executive Engineer shall release the EMD after verification from thee 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.

* The tender inviting Executive Engineer will call for original EMD of L- tenderer form EMD receiving Executive Engineer immediately.

Schedule of Quantity

Name of Work: Providing & running of inspection vehicle on hire basis for use of O/o AE-IV, MGCSD, CPWD, Mokamaghat for period of 07 (Seven) Months. Chargeable work- Repair & Renovation of Type-II- 76 nos Qtr (Mithila Vihar), AB Block, Type-I-108 Nos. Qtrs (Vaishali Vihar) & Type-II-144 Nos. (Vaishali Vihar) Bata Gate under Housing Upgrading scheme 2018 in CRPF Campus, Mokamaghat (Bihar).

Sl. No	Description of Item.	Qty	Unit	Rate	Amount
1	Providing and maintaining of inspection vehicle (Suzuki Dzire/ Hyundai Aura/ Tata Tigor or equivalent in Cost, Size & Sepcification) in good condition on monthly hire basis with commercially registerd along with driver having valid driving licence, road permit, insurance etc including cost of fuel for inatial running charges up to 2000 KM per months for day-to-day site inspection of work at various locations in Bihar under O/o AE, MGCSD, CPWD, Mokamaght for all working days and as per term and condition atteched/ as per instruction of Engineer-in-charge.	7	Months	52677.56	368743.00
2	Extra for running charge exceeding 2000 KM in a month of the vehicle	1000.00	KM	16.69	16690.00
				Total	**385433.00**

Assistant Engineer
Mokamaghat Central Sub-Division
CPWD, Mokamaghat