



भारत सरकार

Government of India

केन्द्रीय लोक निर्माण विभाग

Central Public Works Department

NOTICE INVITING e-TENDERS

Name of Work:-	Design and Construction of Satellite Centre comprising of earthquake resistant 280 bedded multispecialty Hospital (Ground + 5 Floors), SR Hostel (40 Suites, G+5, 1 block), Nurses Hostel (48 Rooms, G+3, 1 block), Type-4 (12 Nos, G+5, 1 block), Sub-Station, Pump House, Mortuary, MGPS, Laundry, STP & Pump Room, Shopping Complex, Sarai and Chiller plant Buildings including all internal & external, civil, electrical & mechanical services, all external civil & E&M development works, horticulture works and supply & installation of medical, office and residential furniture for AIIMS Rishikesh at Udham Singh Nagar, Uttarakhand in EPC mode. (SH: Providing and running of Inspection Vehicle on hire basis for Sub division-II O/o EE & SM (E), Uttarakhand Projects, CPWD, Kichha Udham Singh Nagar, UK).
ESTIMATED COST	: Rs. 3,53,005/-
EARNEST MONEY	: Rs. 7,060/-
COMPLETION PERIOD	: 5 (Five) Months
Last date & time of submission of bid	: Up to 03:00 PM on 04-09-2026
Date & time of opening of bid	: At 03:30 PM on 04-09-2026



Asst. Executive Engineer (E)-II

Uttarakhand Projects,

CPWD, Rishikesh

Email: aee2elect@gmail.com

INDEX

Name of Work: Design and Construction of Satellite Centre comprising of earthquake resistant 280 bedded multispecialty Hospital (Ground + 5 Floors), SR Hostel (40 Suites, G+5, 1 block), Nurses Hostel (48 Rooms, G+3, 1 block), Type-4 (12 Nos, G+5, 1 block), Sub-Station, Pump House, Mortuary, MGPS, Laundry, STP & Pump Room, Shopping Complex, Sarai and Chiller plant Buildings including all internal & external, civil, electrical & mechanical services, all external civil & E&M development works, horticulture works and supply & installation of medical, office and residential furniture for AIIMS Rishikesh at Udham Singh Nagar, Uttarakhand in EPC mode. **(SH: Providing and running of Inspection Vehicle on hire basis for Sub division-II O/o EE & SM (E)-1, Uttarakhand Projects, CPWD, Kichha Udham Singh Nagar, UK**

S. No.	DESCRIPTION	PAGE
1	Index	1
2	Information & Instructions for Bidders for e-Tendering	2-4
3	Format For Receipt of Deposition of Original EMD	5
4	Notice Inviting e-Tender (CPWD-6)	6-9
5	Tender Form (CPWD-7)	10-11
6	Schedules - A to F	12-18
7	Integrity Pact	19-25
8	Form of Bank Guarantee for Earnest Money Deposit /performance Guarantee/ Security Deposit/Mobilization Advanced	26-27
9	Special Condition	28
10	Schedule of Quantities	29

NIT amounting to **Rs. 5,53,005/- (Rs. Five Lakhs Fifty-Three Thousand five only)** is hereby approved. This NIT contains pages marked as **1 to 28**

Asst. Executive Engineer (E)-II
Uttarakhand Projects,
CPWD, Rishikesh

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

The Asst. Executive Engineer (E)-II, Uttarakhand Projects, CPWD, CPWD, Kichha Udham Singh Nagar, invites on behalf of President of India online **Percentage Rate bids** from approved & eligible contractors of CPWD in appropriate class of buildings and roads category and other experienced contractors for following work:

NIT No	NIT No. 01/2026-27/EE&SM(E)-1/UKP
Name of Work	Design and Construction of Satellite Centre comprising of earthquake resistant 280 bedded multispecialty Hospital (Ground + 5 Floors), SR Hostel (40 Suites, G+5, 1 block), Nurses Hostel (48 Rooms, G+3, 1 block), Type-4 (12 Nos, G+5, 1 block), Sub-Station, Pump House, Mortuary, MGPS, Laundry, STP & Pump Room, Shopping Complex, Sarai and Chiller plant Buildings including all internal & external, civil, electrical & mechanical services, all external civil & E&M development works, horticulture works and supply & installation of medical, office and residential furniture for AIIMS Rishikesh at Udham Singh Nagar, Uttarakhand in EPC mode. (SH: Providing and running of Inspection Vehicle on hire basis for Sub division-II O/o EE & SM (E)-1, Uttarakhand Projects, CPWD, Kichha Udham Singh Nagar, UK).
Location	Kichha, Udham Singh Nagar
Estimated cost put to bid	Rs.3,53,005/-
Earnest Money	Rs. 7,060/-
Stipulated Period of Completion of work	5 (Five) Months
Last date & time of online submission of bid, copy of receipt of deposition of original EMD and other documents as specified in the bid documents	Up to 03:00 PM on 04-09-2026
Date and time of opening of bid	At 3.30 PM on 04-09-2026

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 documents.
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 <https://etender.cpwd.gov.in> 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 Insurance Surety Bonds, Account Payee Demand or Banker's Cheque or Fixed Deposit Receipts or/ and Bank Guarantee including e-Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank towards EMD in favour of **Executive Engineer, DCD-II, CPWD, Dehradun** as mentioned in NIT, receipt for deposition of Original EMD to division office of any Executive Engineer (**including NIT issuing EE**), CPWD and other documents as specified.

5. Those contractors who are not registered or have not updated their profile on the website mentioned above, are required to get registered / update their profile beforehand. The necessary training materials including the videos with step-to-step process are available on download section of <https://etender.cpwd.gov.in>
6. The intending bidder must have valid Class-III digital signature certificate with encryption key (combo type) to perform any operations / transactions on the e-tendering portal / website and the bidder should download and install the eSigner on their system as per instructions available on download section of <https://etender.cpwd.gov.in>.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
8. Contractor can upload documents in the form of **JPG** format and **PDF** format.
9. ~~Contractor must ensure to quote rate of each item. The column 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 the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
10. **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 required documents meeting the criteria to qualify as "approved and eligible contractors of CPWD and other Experienced Contractors" along with other documents as mentioned under para "List of Documents to be scanned and uploaded within the period of tender submission" below, as uploaded by the agency shall be checked first, while opening the bid. The financial bid of only those agencies shall be opened who are found to be eligible agencies, as per this NIT.
12. **The intending bidders are required to update their profile in CPWD e-tender portal and to upload their bids well in advance of last date of submission of tender. Any issue related to updating profile/ uploading tender can be resolved through the concerned Executive Engineer (Phone no 9891126276, e-mail Id: eeandsmu@gmail.com) or ERP help line no. 18001803286 or e-mail Id cpwd.support@techmahindra.com. The e-tendering bidders are also advised not to wait to raise any issues till the last date of submission of bid in their own interest.**
13. CPWD Contractors and other Experienced Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
14. **List of Documents to be scanned and uploaded within the period of tender submission:**
 - i. Enlistment Order of the eligible CPWD registered Contractor.
 - ii. For other Experienced Contractors - Certificate in support of having successfully completed Three similar works each of value not less than **Rs. 1.41 Lacs** OR two similar works each of value not less than **Rs. 2.12 Lacs** or one similar work of value not less than **Rs. 2.82 Lacs** during the last seven years ending previous day of last day of submission of application.
 - iii. 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 undertaking along with bid documents. **"If work is awarded to me, I/we shall obtain GST registration certificate, as applicable, within one month from the date of receipt of award letter or before release of any payment by CPWD, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by CPWD or GST department in this regard".**
 - iv. Copy of receipt for deposition of original EMD to Division office of any Executive Engineer, CPWD (including NIT issuing EE) **in prescribed format.**
 - v. Copy of EMD as per NIT Condition.
 - vi. Copy of PAN Card.
 - vii. For CPWD Registered contractors- ERP Training Certificate (Note: The enlisted Contractor will not be allowed to participate in the tendering process without uploading the certificate of ERP Training).

15. The Executive Engineer of all divisions including NIT issuing division of CPWD will receive the original EMD for tender of other divisions and issue receipt of deposition of original EMD in the prescribed format. The contractor shall scan and upload the receipt as well as EMD instrument within period of tender submission.

**Signature of the Divisional Officer,
For and on behalf of the President of India**

FORMAT FOR RECEIPT OF DEPOSITION OF ORIGINAL EMD

Receipt No.....#..... /date.....#.....	
1 Name of Work	: Design and Construction of Satellite Centre comprising of earthquake resistant 280 bedded multispecialty Hospital (Ground + 5 Floors), SR Hostel (40 Suites, G+5, 1 block), Nurses Hostel (48 Rooms, G+3, 1 block), Type-4 (12 Nos, G+5, 1 block), Sub-Station, Pump House, Mortuary, MGPS, Laundry, STP & Pump Room, Shopping Complex, Sarai and Chiller plant Buildings including all internal & external, civil, electrical & mechanical services, all external civil & E&M development works, horticulture works and supply & installation of medical, office and residential furniture for AIIMS Rishikesh at Udham Singh Nagar, Uttarakhand in EPC mode. (SH: Providing and running of Inspection Vehicle on hire basis for Sub division-II O/o EE & SM (E)-1, Uttarakhand Projects, CPWD, Kichha Udham Singh Nagar, UK).
2 NIT No.	: 01/2026-27/EE&SM(E)-1/UKP
3 Estimated Cost	: Rs. 3,53,005/-
4 Amount of Earnest Money Deposit	: Rs. 7,060 /-
5 Last date & time of submission of bid	: Upto 03:00 P.M. on 04-09-2026
filled by NIT approving authority/EE at the time of issue of 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) with Officer stamp (# to be filled by EMD receiving EE)	

CPWD-6 FOR e-TENDERING

1. **Percentage Rate bids** are invited on behalf of President of India from **approved & eligible contractors of CPWD in appropriate class of buildings & roads category and other Experienced Contractors** for the work of *“Design and Construction of Satellite Centre comprising of earthquake resistant 280 bedded multispecialty Hospital (Ground + 5 Floors), SR Hostel (40 Suites, G+5, 1 block), Nurses Hostel (48 Rooms, G+3, 1 block), Type-4 (12 Nos, G+5, 1 block), Sub-Station, Pump House, Mortuary, MGPS, Laundry, STP & Pump Room, Shopping Complex, Sarai and Chiller plant Buildings including all internal & external, civil, electrical & mechanical services, all external civil & E&M development works, horticulture works and supply & installation of medical, office and residential furniture for AIIMS Rishikesh at Udham Singh Nagar, Uttarakhand in EPC mode. (SH: Providing and running of Inspection Vehicle on hire basis for Sub division-II O/o EE & SM (E)-1, Uttarakhand Projects, CPWD, Kichha Udham Singh Nagar, UK).”*

The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of opening of tender is extended, the enlistment of contractor should be valid on the original date of opening of bids.

- a. The work is estimated to cost **Rs. 3,53,005/-** This estimate, however, is given merely as a rough guide.
2. Agreement shall be drawn with the successful contractor on prescribed **Form No. CPWD-7** (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Contractor 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 **05 (Five)** 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 tender documents.
4. (i) The site for the work is available.

~~Or~~

~~The site for the work shall be made available in parts.~~

5. 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 except Standard General Conditions of Contract Form can be seen from website www.etender.cpwd.gov.in free of cost.
6. After submission of the tender the contractor can re-submit revised tender any number of times but before last time and date of submission of tender as notified.
7. While submitting the revised tender, 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 tender as notified.
8. Earnest Money in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee including e- Bank Guarantee (for balance amount as prescribed) from any of the Commercial Banks (**drawn in favour of Executive Engineer, Dehradun Central Division-II, CPWD, Dehradun**) shall be scanned and uploaded to the e-tendering website within the period of tender submission. The original EMD should be deposited either in the office of Executive Engineer inviting tender or division office of any Executive Engineer, CPWD within the period of tender submission. The EMD receiving Executive Engineer (including NIT issuing EE) shall issue a receipt of deposition of Earnest Money deposit to the contractor in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT. The receipt shall also be uploaded to the e-tendering website by the intending contractor up to the specified tender submission date and time.

The earnest money given by all the tenderers except the lowest tenderer shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier.

Copy of Enlistment Order and other documents as specified in the tender document shall be scanned and uploaded to the e-tendering website within the period of tender submission.

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

Online tender documents submitted by intending bidders shall be opened only of those bidders, who's original EMD deposited with any division of CPWD and other documents scanned and uploaded are found in order.

9. The tender submitted shall become invalid if:
- i. The bidder is found ineligible.
 - ii. The contractor does not deposit original EMD with division office of any Executive Engineer, CPWD.
 - iii. The bidder does not upload all the documents as stipulated in the tender documents.
 - 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-on-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.

The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the accepted tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with tender shall be returned after receiving the aforesaid performance guarantee.

The contractor whose tender is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident fund code no. if applicable and also ensure the compliance of 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.

10. Intending contractors are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders 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 tender. A contractor 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 contractor 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 tender by a contractor 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.

11. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All tenders 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.
12. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
13. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the contractor shall be bound to perform the same at the rate quoted.
14. The contractor shall not be permitted to tender for works in the CPWD Circle responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
15. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous 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 tender or engagement in the contractor's service.
16. **The bids for the works shall remain open for acceptance for a period of Thirty (30) days from the date of opening of bids.**
 - i. **If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department within 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.**
 - ii. **If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the Government shall without prejudice**

to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.

iii. In case of forfeiture of earnest money as prescribed in para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work.

17. The intending bidders are required to update their profile in CPWD e-tender portal and to upload their bids well in advance of last date of submission of tender. Any issue related to updating profile/ uploading tender can be resolved through the concerned Executive Engineer (Phone no **9891126276**, e-mail Id: eeandsmu@gmail.com) or ERF help line no. 18001803286 or e-mail Id cpwd.support@techmahindra.com. The e-tendering bidders are also advised not to wait to raise any issues till the last date of submission of bid in their own interest.
18. This notice inviting tender shall form a part of the contract document. The successful contractor, on acceptance of his tender 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, 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 tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard **CPWD Form-7** or other Standard CPWD Form as mentioned.

19. Price Preference to SC/ST individual contractor for item rate/percentage rate tender:

Price preference in quoted item rate/percentage rate tender shall be applicable to the individual enlisted/non-enlisted SC/ST contractor as under: -

- i. For work(s) up to and equal to an estimated cost of Rs. 2.70 lakh a price preference up to 5% (with reference to the lowest valid tender) may be allowed in favor of individual SC/ST enlisted/non-enlisted contractor. No earnest money is required in such case(s).
- ii. For work(s) beyond an estimated cost of Rs. 2.70 lakh and upto and equal to estimated cost of Rs. 6.20 lakh, the price preference upto 5% (with reference to the lowest valid tender) may be allowed in favour of individual enlisted SC/ST contractor. However, earnest money at a reduced rate of ½% may be accepted in such cases.

The price preference upto 5% (with reference to the lowest valid price bid) may be allowed in favour of individual SC/ST contractor only. The above concession shall be allowed only after verification of the individual contractor's claim of belonging to SC/ST community.

**Signature of the Divisional Officer,
For and on behalf of the President of India**

GOVERNMENT OF INDIA**CENTRAL PUBLIC WORKS DEPARTMENT****STATE: Uttarakhand****BRANCH: E&M****CIRCLE: SE cum PD, Uttarakhand Project****DIVISION: EE & SM(E)-1, UKP****PERCENTAGE RATE TENDER & CONTRACT FOR WORKS**

Tender for the work of: **“Design and Construction of Satellite Centre comprising of earthquake resistant 280 bedded multispecialty Hospital (Ground + 5 Floors), SR Hostel (40 Suites, G+5, 1 block), Nurses Hostel (48 Rooms, G+3, 1 block), Type-4 (12 Nos, G+5, 1 block), Sub-Station, Pump House, Mortuary, MGPS, Laundry, STP & Pump Room, Shopping Complex, Sarai and Chiller plant Buildings including all internal & external, civil, electrical & mechanical services, all external civil & E&M development works, horticulture works and supply & installation of medical, office and residential furniture for AIIMS Rishikesh at Udham Singh Nagar, Uttarakhand in EPC mode. (SH: Providing and running of Inspection Vehicle on hire basis for Sub division-II O/o EE & SM (E)-1, Uttarakhand Projects, CPWD, Kichha Udham Singh Nagar, UK).”**

- i. To be uploaded up to **03:00 PM. on 04-09-2026** on website: www.etender.cpwd.gov.in
- ii. To be opened in the presence of bidders who may be present at **03:30 PM. on 04-09-2026** in the office of the **Asst. Executive Engineer (E)-II, Uttarakhand Projects, CPWD, Kichha Udham Singh Nagar, UK.**

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.

I/We agree to keep the tender open for **Thirty (30) days** from the due date of its opening and not to make any modification in its terms and conditions.

I/We have deposited EMD for the prescribed amount in the office of concerned Executive Engineer as per the bid document.

A copy of earnest money deposit receipt of prescribed amount deposited in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as prescribed) issued by a Commercial Bank, is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions 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 or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety & integrity 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 and on behalf of the President of India for a sum of Rs.....(Rupee.).

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

- (a)
- (b)
- (c)

(For & on behalf of President of India)

Dated:

Signature.....

Designation.....

PROFORMA OF SCHEDULES: A TO F

(FOR MAJOR COMPONENT OF WORK)

SCHEDULE 'A'

Schedule of quantities: On **page 29**

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of Contract: GCC-2023 Construction Work as modified and corrected up to the last date of submission of Tenders.

Name of Work: Design and Construction of Satellite Centre comprising of earthquake resistant 280 bedded multispecialty Hospital (Ground + 5 Floors), SR Hostel (40 Suites, G+5, 1 block), Nurses Hostel (48 Rooms, G+3, 1 block), Type-4 (12 Nos, G+5, 1 block), Sub-Station, Pump House, Mortuary, MGPS, Laundry, STP & Pump Room, Shopping Complex, Sarai and Chiller plant Buildings including all internal & external, civil, electrical & mechanical services, all external civil & E&M development works, horticulture works and supply & installation of medical, office and residential furniture for AIIMS Rishikesh at Udham Singh Nagar, Uttarakhand in EPC mode. **(SH: Providing and running of Inspection Vehicle on hire basis for Sub division-II O/o EE & SM (E)-1, Uttarakhand Projects, CPWD, Kichha Udham Singh Nagar, UK).**

(i)	Estimated cost of work	Rs. 3,53,005/-
(ii)	Earnest Money	Rs. 7,060/- (To be returned after receiving performance guarantee)
(iii)	Performance Guarantee	5% of tendered value
(iv)	Security Deposit	2.5% of tendered value

SCHEDULE 'F'

General Rules & Directions:

Officer inviting Tender: **Asst. Executive Engineer (E)-II Uttarakhand Projects, CPWD, Kichha Udham Singh Nagar, UK**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with clauses 12.2 & 12.3	Refer Clause-12
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Definitions:

2(i)	Engineer-in-Charge	Asst. Executive Engineer (E)-II Uttarakhand Projects, CPWD, Kichha Udham Singh Nagar, UK
(ii)	Accepting Authority	Asst. Executive Engineer (E)-II Uttarakhand Projects, CPWD, Kichha Udham Singh Nagar, UK
(iii)	Percentage on cost of materials and Labour cover all to overheads and profits	15%
(iv)	Standard Schedule of Rates	DSR-2023 & Market Rate.
(v)	Department	Central Public Works Department (CPWD)

(vi)	Standard CPWD Contract Form:	GCC-2023, Construction Work CPWD form-7 as modified and corrected up to the last date of submission of bid.
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Clause-1:

(i)	Time allowed for submission of Performance Guarantee, programme chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance.	7 (Seven) days
(ii)	Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above	03 (Three) days

Clause-2:

(i)	Authority for fixing compensation under clause 2	SE cum PD, Uttarakhand Project, CPWD, Rishikesh or successor thereof
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Clause-2A:

(i)	Whether Clause 2A shall be applicable	Not Applicable
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Clause-5:

(i)	Number of days from the date of issue of letter of acceptance for reckoning date of start	10 (Ten) days
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TABLE OF MILE STONES

Sl. No	Description of Mile Stone (Physical)	Time allowed in days (from date of start)	Amount to be with held in case of non achievement of milestone
1	Total financial value of work under this mile stone shall not be less than 12.50% of tendered amount.	1.50 Months	1.25% of the accepted tendered value
2	Total financial value of work under this mile stone shall not be less than 37.50% of tendered amount.	3.00 Months	1.25% of the accepted tendered value
3	Total financial value of work under this mile stone shall not be less than 75% of tendered amount.	4.50 Months	1.25% of the accepted tendered value
4	Completion of work in all respects.	6.00 Months	1.25% of the accepted tendered value

Note:

- a) ~~Withheld amount shall be released if and when subsequent milestone is achieved within respective time specified. However, in case milestones are not achieved by the contractor for the work, the amount shown against milestone shall be withheld.~~
- b) ~~Intending contractor may submit phasing of activities/milestones based on their resources and methodology at the time of bidding corresponding to physical milestones/stages indicated in the above table. These shall be formed part of the agreement after approval of the accepting authority, otherwise it would be assumed that agency agrees with the above mentioned physical milestones.~~

Time allowed for completion of work	05(Five) months
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Authority to decide:

(i)	Authority to convey the decision of extension of time	Engineer-in-Charge
(ii)	Authority to decide rescheduling of milestones	Not Applicable
(iii)	Authority to decide extension of time	SE cum PD, Uttarakhand Project
(iii)	Shifting of date of start in case of delay in handing over of site	SE cum PD, Uttarakhand Project

Proforma of Schedules clause-5 schedule of handing over of Site:

Part	Portion of site	Description	Time period for handing over reckoned from date of issue of letter of intent
Part A	Portion without any hindrance	Full Site	Immediately on issue of LoI
Part B	Portions with incumbrances	NA	NA
Part C	Portion dependent on work of other agencies	NA	NA

Clause-6:

Mode of Measurement	Computerized Measurement Book (CMB)
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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. 1,25,000/-
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Clause-7A:

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable as submitted by the contractor to the Engineer-in Charge.	No
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Clause 10A:

List of testing equipment's to be provided by the agency at site lab	As given in General Condition of Contract under Quality Assurance & as per CPWD Specification- 2009 Volume-I & II
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Clause-10B (ii): Not Applicable

Clause-10 C: Not Applicable

Component of labour expressed as percent of value of work	NA
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Clause-10 CA: Not Applicable

S. No.	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index shall be Followed.	Base Price of all Materials covered under clause 10 CA (Bare Rates without GST)
1.	Cement: PPC	-	Rs...../ Per MT
2.	Cement: OPC	-	Rs...../ Per MT
3.	Reinforcement Steel TMT Bars Fe 500D (Primary Manufacturer)	-	Rs...../ Per MT

Clause-10 CC: Not Applicable

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.	Not applicable
Schedule of component of other Materials, Labour, POL etc. for price escalation	
1 Component of civil (Except materials covered under clause 10 CA) & Electrical construction materials expressed as percent of total value of work.	X – NA
2 Component of Labour expressed as percent of total value of work.	Y – NA

Clause-11:

Specifications to be followed for execution of work:	
Civil work	CPWD Specifications 2019 Vol. 1 and Vol. 2 with up-to-date correction slips. (Hereinafter called CPWD specifications) and as per manufacturer's specification and recommendations. For road items, MORTH Specifications shall be followed.

Clause-12: Type of work: Original work

The completion cost shall, in no case, exceed 1.5 times the contract amount.		
12.2(c)	Deviation Limit beyond which clauses 12.2(c) shall apply for building work	100%
12.2(c)	(i) Deviation Limit beyond which clauses 12.2(c) shall apply for foundation work (except items mentioned in earth work sub head in DSR and related items)	100%
	(ii) Deviation Limit for items mentioned in earth work sub head of DSR and related items.	100%

Clause-16:

Competent Authority for deciding reduced rates:	
Civil work	SE cum PD, Uttarakhand Project, CPWD, Rishikesh or successor thereof

Clause-18: Not Applicable**Suggestive List of Machinery, Tools & Plants to be deployed by the Contractor at site:**

S. No.	Name of Equipment		Numbers
1	Excavators (various sizes)		1 No.
	Equipment for hoisting & lifting		
2	Tower Crane or Builder's hoist (Desirable)		1 No.
	Equipment for Concrete work		
3	Automatic Concrete batching plant of sufficient capacity as per direction of Engineer in Charge		1 No.
4	Concrete pump (Desirable)		1 No.
5	Concrete transit mixer		1 No.
6	Concrete mixer (diesel)		1 No.
7	Concrete mixer (electrical)		1 No.
8	Needle vibrator (electrical)		1 No.
9	Needle vibrator (petrol)		1 No.
10	Surface vibrator		1 No.
	Equipment for Building work		
11	Bar bending Machine		1 No.
12	Bar cutting machine		1 No.
13	Drilling machine		1 No.
14	Welding machine i/c transformer		1 No.
15	Cube testing machines		1 No.
16	M.S. pipes	For 800 sqm plan area or as desired by Engineer in Charge	1 Set
17	Steel shuttering		
18	Steel scaffolding		
19	Grinding/polishing machines		2 Nos.
	Equipment for transportation		
20	Tippers		1 No.
21	Trucks		1 No.
	Pneumatic equipment		
22	Air compressors (diesel)		Nil
	Dewatering equipment		
23	Pump (diesel)		1 No.
24	Pump (electric) (Desirable)		1 No.
	Power equipment		
25	Diesel generator		1 No.

Note:

- (i) Workshop facilities for fabrication/addition and alterations, and other allied works shall be arranged by the contractor at his own cost.
- (ii) The list of equipment/T&P/machinery as per above is for general guidance. In addition to these, machinery / equipment as required shall be arranged by the contractor in case the requirement at any stage exceeds as per the Programme finalized at his own cost and

~~nothing extra whatsoever on this account shall be paid. This includes equipment for arrangement of concrete from RMC producing plants also.~~

- ~~(iii) All the equipment, T&P and machinery shall be kept in good working conditions.~~
- ~~(iv) Equipment like batching plant, concrete pump excavators/Transit mixer etc. shall be allowed to be moved away from the site when, the same are no longer required at site of work in the opinion of Engineer in charge.~~
- ~~(v) In addition to above list, contractor is bound to brought at site any test equipment for any item of work, at his own cost, which Engineer in Charge may direct him. Nothing extra shall be paid to contractor in this regard. Direction of Engineer in Charge in this regard shall be final & binding.~~
- ~~(vi) If contractor fails to comply such directions within time specified by Engineer in Charge, the same shall be brought to site by department by any means at cost of contractor itself and nothing shall be paid in this regard.~~

Clause-19C:	Authority to decide penalty for each default	Engineer-in-charge
Clause-19D:	Authority to decide penalty for each default	Engineer-in-charge
Clause-19G:	Authority to decide penalty for each default	Engineer-in-charge
Clause-19K:	Authority to decide penalty for each default	Not applicable

Clause 25:

Sl.No.	Name of Division	Conciliator	Arbitrator Appointing Authority	Place of Arbitration
1.	EE & SM (E)-1, Uttarakhand Projects, CPWD Rishikesh	ADG, Chandigarh	SE & PD, Uttarakhand Projects, CPWD, Rishikesh	Udham Singh Nagar

Clause-32: Not applicable

Requirement of Technical Representative(s) and Recovery Rates:

Cost of work (Rs. in Crore)	Requirement of Technical Staff		Minimum experience (Years)	Designation of Technical Staff	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)
	Qualification	Number (of Major + Minor Component)			
More than 15 lac to 1.5 crore	Graduate Engineer or Diploma Engineer	1 of Major Component	2 or 5 respectively	Project Manager cum Planning/ Quality/site/ billing Engineer	Rs.15,000/- per month per person

Note:

- i) ~~Executive Engineer & SM(C 1), 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 company can be treated at par with Graduate Engineers for the purpose of such deployment subject to that such diploma holders should not exceed 50% of requirement of degree engineers.~~
- ii) ~~Architect should be registered with Council of Architects.~~

Clause-38:

Not Applicable

i)	Schedule/statement for determining theoretical quantity of cement & bitumen based on Delhi Schedule of Rates	Delhi Schedule of Rates 2023 with amendments up to the date of submission of bid or Market Rate.
ii)	Variations permissible on theoretical quantities:	
(a)	(i) Cement for works with estimated cost put to tender not more than Rs.25 Lakh.	3% Plus/Minus
	(ii) Cement for works with estimated cost put to tender more than Rs.25 Lakh.	2% Plus/Minus
(b)	Bitumen for all works.	2.5% Plus only and nil on minus side.
(c)	Steel reinforcement and structural steel sections for each diameter, section and category.	2% Plus/minus
(d)	All other materials	Nil

INTEGRITY PACT

To,

All Contractors

Subject: NIT No. 01/2026-27/EE&SM(E)-1/UKP for the work: “Design and Construction of Satellite Centre comprising of earthquake resistant 280 bedded multispecialty Hospital (Ground + 5 Floors), SR Hostel (40 Suites, G+5, 1 block), Nurses Hostel (48 Rooms, G+3, 1 block), Type-4 (12 Nos, G+5, 1 block), Sub-Station, Pump House, Mortuary, MGPS, Laundry, STP & Pump Room, Shopping Complex, Sarai and Chiller plant Buildings including all internal & external, civil, electrical & mechanical services, all external civil & E&M development works, horticulture works and supply & installation of medical, office and residential furniture for AIIMS Rishikesh at Udham Singh Nagar, Uttarakhand in EPC mode. (SH: Providing and running of Inspection Vehicle on hire basis for Sub division-II O/o EE & SM (E)-1, Uttarakhand Projects, CPWD, Kichha Udham Singh Nagar, UK).”

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 contractor will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the contractor will stand disqualified from the tendering process and the tender of the contractor would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the CPWD.

Yours faithfully

Asst. Executive Engineer (E)-II,
Uttarakhand Projects,
CPWD, Kichha Udham Singh Nagar

To,

The Asst. Executive Engineer (E)-II
Uttarakhand Projects,

CPWD, Kichha Udham Singh Nagar

Subject: NIT No. 01/2026-27/EE&SM(E)-1/UKP for the work: “Design and Construction of Satellite Centre comprising of earthquake resistant 280 bedded multispecialty Hospital (Ground + 5 Floors), SR Hostel (40 Suites, G+5, 1 block), Nurses Hostel (48 Rooms, G+3, 1 block), Type-4 (12 Nos, G+5, 1 block), Sub-Station, Pump House, Mortuary, MGPS, Laundry, STP & Pump Room, Shopping Complex, Sarai and Chiller plant Buildings including all internal & external, civil, electrical & mechanical services, all external civil & E&M development works, horticulture works and supply & installation of medical, office and residential furniture for AIIMS Rishikesh at Udham Singh Nagar, Uttarakhand in EPC mode. (SH: Providing and running of Inspection Vehicle on hire basis for Sub division-II O/o EE & SM (E)-1, Uttarakhand Projects, CPWD, Kichha Udham Singh Nagar, UK).”

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 tender 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 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, CPWD shall have unqualified, absolute and unfettered right to disqualify the contractor and reject the tender in accordance with terms and conditions of the tender.

Yours faithfully

(Duly authorized signatory of the Contractor)

**TO BE SIGNED BY THE CONTRACTOR AND SAME SIGNATORY COMPETENT /
AUTHORIZED TO SIGN THE RELEVANT CONTRACT WITH CPWD**

INTEGRITY PACT

(Integrity Pact is applicable for all works of estimated cost put to tender equal to or more than the threshold value given in Schedule-F)

This integrity Pact is made at..... on this day of 20

BETWEEN

President of India represented by the Engineer-in-Charge (hereinafter referred to as the principal, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assignees)

AND

.....
.....
(Name and address of the bidder)
(Hereinafter referred to as the Bidder/Contractor and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assignees)

Preamble

WHEREAS the Principal has floated the tender (NIT No. 01/2026-27/EE&SM(E)-1/UKP (hereinafter referred to as the Tender) and intends to award, under laid down organizational procedure, contract for “NIT No. 01/2026-27/EE&SM(E)-1/UKP for the work: “Design and Construction of Satellite Centre comprising of earthquake resistant 280 bedded multispecialty Hospital (Ground + 5 Floors), SR Hostel (40 Suites, G+5, 1 block), Nurses Hostel (48 Rooms, G+3, 1 block), Type-4 (12 Nos, G+5, 1 block), Sub-Station, Pump House, Mortuary, MGPS, Laundry, STP & Pump Room, Shopping Complex, Sarai and Chiller plant Buildings including all internal & external, civil, electrical & mechanical services, all external civil & E&M development works, horticulture works and supply & installation of medical, office and residential furniture for AIIMS Rishikesh at Udham Singh Nagar, Uttarakhand in EPC mode. (SH: Providing and running of Inspection Vehicle on hire basis for Sub division-II O/o EE & SM (E)-1, Uttarakhand Projects, CPWD, Kichha Udham Singh Nagar, UK).” hereinafter referred to as the Contract.

AND WHEREAS the Principal 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), 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.

In order to achieve these goals, the principal will appoint independent External Monitors (IEMs) who will

monitor the tender process and the execution of the contract for compliance with the principles mentioned hereunder.

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

Articles

Article 1: Commitment of the Principal

1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles
 - (a) No employee of the principal, 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 will, during the Tender process, treat all Bidder(s) with equity and reason. The principal 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 shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal 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 will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2. The Bidder(s)/ Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/contractor(s) of Indian nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates 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 with the award of the Contract.

- (f) Bidder(s) / contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
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, 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 (which shall include 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 under law or the contract or its established policies and laid down procedures, the principal 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 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 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. Such exclusion may be forever or for a limited period as decided by the principal.
2. Forfeiture of Earnest Money Deposit/ Performance Guarantee/Security Deposit: If the Principal 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 apart from exercising any legal rights that may have accrued to the principal, 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 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 PC Act, or if the principal has substantive suspicion in this regard, the principal 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 3 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.

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 may, at its own discretion, revoke the exclusion prematurely.

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

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

Article 6: Duration of the Pact

This integrity Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the contract or expiry of defect liability period or last payment made under the contract, whichever is later and for all other bidders, 6 months after the Contract has been awarded.

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

Article 7: Other Provisions

1. This integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal, who has floated the tender.
2. Changes and supplements as well as termination notice need to be made in writing
3. If the Contractor is a partnership or a consortium, this integrity 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 integrity Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Integrity Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
6. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this integrity Pact, any action taken by the Principal in accordance with this integrity Pact or interpretation thereof shall not be subject to arbitration.
7. In view of the nature of integrity pact, the integrity Pact is irrevocable and shall remain valid even if the main tender/contract is terminated till the currency of the integrity pact.
8. If any complaint regarding violation of IP is received directly by the Principal in respect of the contract, the same shall be referred to the IEM for comments/recommendations.

Article 8: Independent External Monitor (IEM)

1. The Principal appoints competent and credible independent External Monitor for this Pact after approval by Central Vigilance Commission (Names and address of IEMs are as mentioned in Schedule-F). The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders / Contractors as confidential.

3. The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor, The Contractor will also grant the IEM, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to sub- contractors.
4. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Sub-contractor(s) with confidentiality. The IEM has also signed 'Non- Disclosure of Confidential Information' and 'Absence of Conflict of Interest'. In case if any conflict of interest arising at a later date, the IEM shall inform the Engineer-in-Charge and recuse himself / herself from that case.
5. As soon as the IEM notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non- binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The IEM will submit a written report to the SDG/ADG concerned within 8 to 10 weeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the IEM has reported to the ADG/SDG concerned, a substantiated suspicion of an offence under relevant IPC/PC Act, and the ADG/SDG concerned has, within a reasonable time, not taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner.
8. The principal will provide to the IEM sufficient information about all meetings among the parties related to the project provided such meetings could have impact on contractual relations between the principal and the contractor. The parties will offer to the IEM the option to participate in such meetings.
9. The word IEM or monitor would include both singular and plural.

Article 9: 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 to any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF 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)

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

WITNESSES:

1.....
(signature, name and address)

2.....
(signature, name and address)

Place:

Dated:

Note: To be signed by the Bidder and the Engineer-in-Charge.

On non- Judicial Stamp Paper of minimum Rs. 100

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

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

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

OR**

Whereas the Executive Engineer..... (name of division)....., CPWD on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number..... with(name and address of the contractor)..... (hereinafter called "the Contractor") for execution of work..... (name of work) The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date).....as Performance Guarantee/security Deposit/Mobilization Advance from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, (indicate the name of the bank).....(herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs.,..... (Rupees.....only) on demand by the Government within 10 days of the demand.
3. We, (indicate the name of the Bank)..... do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupeesonly).
4. We,.....(indicate the name of the Bank).....further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
5. We,..... (indicate the name of the Bank)..... further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. We, (indicate the name of the Bank) further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.

7. This guarantee will not be discharged due to the change in Constitution of the Bank or the Contractor.
8. We, (indicate the name of the Bank)..... Undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to.....unless extended or demanded by the Government. Notwithstanding any mentioned above, our liability against this guarantee is restricted to Rs..... (Rsonly) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date.....

Witnesses:

- | | | |
|----|----------------------------------|--|
| 1. | Signature.....
Name & Address | Authorized signatory
Name
Designation
Staff code no.
Bank Seal |
| 2. | Signature.....
Name & Address | |

*Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.

**In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for Earnest Money or for performance guarantee/security deposit/mobilization advance, as the case may be.

Special Conditions

1. The rate shall be inclusive of providing vehicle including all operating costs of vehicle, MLD driver, toll taxes, interstate taxes, fuel, running and maintenance cost. Nothing extra shall be paid on this account. The contractor need to quote the net rate accordingly.
2. The vehicle should not be older than 03 (Three) years on the last date of submission of bids.
3. Vehicle shall be provided with driver from 09.30 AM to 06.30 PM or at any time as directed by the Engineer-in-charge.
4. The car will run in Rishikesh, Kichha (Udham Singh Nagar), Delhi NCR and Chandigarh as and when required and as directed by Engineer in charge.
5. The minimum wages of driver is to be deposited in the bank account of driver deputed on vehicle by the contractor. The driver must be well skilled. Mobile Phone must be provided by the contractor to the driver.
6. All necessary taxes/recoveries will be made from the gross amount of the bill for executed work.
7. Documents of payment made to the driver directly into their bank accounts up to previous month shall also be part of the bill submitted by the contractor (these documents shall be owned by the contractor) before making the payment.
8. No claim whatsoever shall be entertained for compensations/ fines/ challans imposed for accident or violation of any traffic rules.
9. Duty time of the vehicle shall be generally 9 hours including 01-hour lunch break from 9.30 AM to 6.30 PM.
10. The vehicle proposed to be hired shall have valid commercial registration, insurance, pollution certificate etc. also the driver shall possess of valid driving license for LMVs with reasonable driving experience. The successful tenderer shall submit photocopies of the above for record and reference in the Sub-Division-II office.
11. All liabilities for providing services of driver etc. and in-case of breakdown/ accident shall be borne by the agency. No claim what-so-ever shall be entertained by the department for the same.
12. The vehicle provided shall be maintained in good running condition, interior decorated, well maintained, well cleaned as approved by Engineer-in-charge.
13. The vehicle shall be of white colour.
14. In case of any unforeseen circumstances, it shall be the responsibility of the contractor to provide an alternative vehicle at par condition at his own cost immediately without causing any inconvenience to the department. Failure to provide an alternative vehicle in time shall attract penalty @ of Rs. 2500/- per day and additionally no measurement shall be made for that period.
15. In the event of an accident, the contractor shall be fully responsible against any liabilities such as injuries to driver, damages to vehicle and claims made by third parties. The contractor shall be fully responsible for any consequences arising out of such incidents and Department shall not be responsible for the same.
16. The driver of the vehicle shall not be entitled for any claim for permanent employment in the department.
17. The contractor should not change driver or vehicle frequently without the approval of Engineer-in-charge. However, the Engineer-in-charge reserves the right to ask for the replacement of driver or vehicle at any time without giving any notice.
18. If vehicle is required on Sunday or any other holiday, then the services of vehicle will be provided and the payment shall be made against agreement items as a normal working day in addition to their regular monthly measurement/ payment.

Schedule of quantity

Name of Work: Design and Construction of Satellite Centre comprising of earthquake resistant 280 bedded multispecialty Hospital (Ground + 5 Floors), SR Hostel (40 Suites, G+5, 1 block), Nurses Hostel (48 Rooms, G+3, 1 block), Type-4 (12 Nos, G+5, 1 block), Sub-Station, Pump House, Mortuary, MGPS, Laundry, STP & Pump Room, Shopping Complex, Sarai and Chiller plant Buildings including all internal & external, civil, electrical & mechanical services, all external civil & E&M development works, horticulture works and supply & installation of medical, office and residential furniture for AIIMS Rishikesh at Udham Singh Nagar, Uttarakhand in EPC mode. **(SH: Providing and running of Inspection Vehicle on hire basis for Sub division-II O/o EE & SM (E)-1, Uttarakhand Projects, CPWD, Kichha Udham Singh Nagar, UK).**

Sl.No.	Description	Qty	Unit	Rate/unit	Amount
1	Providing the services of inspection (XL6/ Eartiga/ Hyundai Creta/Kia Seltos /Scorpio/Honda City or equivalent) for day to day inspection work of AEE(E)-II office, Kichha, Udham Singh Nagar jurisdiction as and when required in all working days from 9.30 AM to 6.30 PM with the monthly travelling distance up to 2000 Kms complete with the service of MLD, fuels and comprehensive maintenance of the vehicles complete as required.	5.0	month	64028.00	3,20,140.0
2	Extra for beyond 2000 Km running	500	kilometer	9.75	4875.0
3	Extra for performing duty after normal duty hours of nine hours	200.00	Per Hour	139.95	27,990.0
	Total				3,53.005

Asst. Executive Engineer (E)-II,
Uttarakhand Projects,
CPWD, Kichha
Udham Singh Nagar