

INDEX

CENTRAL PUBLIC WORKS DEPARTMENT

Name of Work: - RMO of Sub-stations, DG Sets, Wet Riser System, Fire Alarm System, Central Heating system, Lifts, STP installed in different Office Buildings of LBSNAA Mussoorie (SH: - Comprehensive maintenance of Kone make lifts)

NIT No. 11/EEE/Mussoorie/2026-27-Recall

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Assistant Engineer (E)-P
CPWD, Mussoorie (UK)

Executive Engineer (E)-Mussoorie
CPWD, LBSNAA, Mussoorie (UK)

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

The Executive Engineer (E), Mussoorie, CPWD, LBSNAA, Mussoorie on behalf of President of India invites **online Percentage rate bids in Single Bid system from “Original Equipment Manufacturer (OEM) of Kone Make Lift”** for the following work(s):

क्रम सं०.	निविदा आमंत्रण सं०.	कार्य का नाम और स्थान	निविदा के लिए अनुमानित लागत	धरोहर राशि	कार्य समापन की अवधि	निविदा भरने की अंतिम तिथि एवं समय	निविदा खुलने की तिथि एवं समय
1	2	3	4	5	6	7	8
1	11/EEE/Mussoorie/2026-27-Recall	RMO of Sub-stations, DG Sets, Wet Riser System, Fire Alarm System, Central Heating system, Lifts, STP installed in different Office Buildings of LBSNAA Mussoorie (SH: - Comprehensive maintenance of Kone make lifts)	रु०. 16,23,570 / –	रु० 32,471 / –	06 माह	08.09.2026 15:00 बजे तक	08.09.2026 15:30 बजे

* To be filled by EE (E)

- The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- The successful bidder (to be called as Main Contractor) shall have to associate specialized agency(s) for execution of the specialized work(s) after the acceptance of tender as per the details mentioned in “Special Conditions for association of Specialized Agencies”.
- Information and Instructions for bidders posted on web site shall form bid document. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.etender.cpwd.gov.in free of cost.
- But the bid can only be submitted after deposition of original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission and uploading the mandatory scanned documents such as Insurance Surety Bonds,

Addition: NIL Correction:.....Overwriting:Deletion:..... AE (E) P

Account Payee Demand draft or Bankers Cheque or Fixed Deposit Receipts or/ and Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank towards EMD in favour of Executive Engineer as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer (including NIT issuing EE/ AE), CPWD and other documents as specified.

5. The intending bidder must have valid Class-III digital signature certificate with encryption key (combo type) to perform any operations / transactions on the e-tendering portal / website and the bidder should download and install the eMsigner on their system as per instructions available on download section of <https://etender.cpwd.gov.in>.
6. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website. 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 rate of civil & electrical component as given in the prescribed column(s) meant for quoting rate in figures appears in yellow colour and the moment rate is entered, it turns sky blue.

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

However, If a tenderer quotes nil rates against each item in item rate tender 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

10. The bid can only be submitted after deposition of receipt for deposition of original EMD issued from division office of any Executive Engineer, CPWD.(Form-A).
11. Those contractors not registered on the website mentioned above, are required to get registered beforehand.
12. The intending bidder must have valid contractor registration and digital signature to submit the bid.
13. Contractor should quote the percentage above or below to two places of decimal only.
14. 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.
15. 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. Otherwise department may reject the bid.
16. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and Construction of the works.

Addition: NIL Correction:.....Overwriting:Deletion:..... AE (E) P

17. If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
18. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
19. The agency shall follow the standard operating procedure and guidelines scrupulously at the construction site to contain the outbreak of COVID-19. It is the sole responsibility of the agency to adhere to the SOPs issued by CPWD and other orders & Guidelines issued by various Governments (Govt. of India and or/ state Govt. and /or Dist. Administrative of local Govt). The quoted rates shall inclusive of all such required measures and materials like Soaps, Detergents, Sanitizers, Disinfections, Masks, Gloves and other personal protection equipment's to contain COVID-19 and nothing extra shall be paid."

Executive Engineer (E)
CPWD, Mussoorie

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

1. Treasury Challan/Demand draft/ Pay order or Banker's Cheque/ Deposit at call receipt/FDR/Bank Guarantee of any Scheduled Bank against EMD.
2. Copy of receipt of deposition of original EMD issued from division office of any Executive Engineer (including NIT issuing EE/AE), CPWD.
3. Certificate of Original equipment manufacturers of Kone make Lift.
4. 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."
5. ~~Valid Electrical Contractor License or undertaking that "I/We shall either obtain valid electrical license at the time of execution of electrical work or associate an approved and eligible contractor of CPWD in appropriate class having valid electrical contractor license".~~
6. Email & mobile no. of the firm/ agency on the letter head of firm/ agency (For making correspondence)
7. PAN of the Bidder
8. (a) The existing enlisted contractor either himself or his authorized representative shall take compulsory ERP (Enterprise Resource Planning) training through any of the CPWD Regional Training institutes (RTIs) at Delhi, Mumbai, Chennai and Kolkata, National CPWD Academy (NCA) Ghaziabad, Training arranged by Graduates of ERP "Train the Trainers Programme" conducted by NCA, Ghaziabad or through any other special training arranged by ERP unit of CPWD before 30.06.2024. Training will be valid only when participants are registered in LMS (Learning Management System) of ERP and certificate is issued through LMS of ERP

OR

(b) An undertaking that "In case I became lowest tenderer then either my self or my authorized representative shall take compulsory ERP training through any of the CPWD Regional Training Institutes (RTIs) at Delhi, Mumbai, Chennai and Kolkata, National CPWD Academy (NCA) Ghaziabad, Training arranged by Graduates of ERP "Train the Trainers Programme" conducted by NCA, Ghaziabad or through any other special training arranged by ERP unit of CPWD within two months from the date of issue of Intent letter. Failure to do so, a recovery of Rs. 10,000/- per week may be made from the R/A bill without giving any show cause notice in this regard.

NOTE: No cutting/over writing shall be allowed in Treasury Challan/Demand, Draft/Pay order of Banker's Cheque/ Deposit at Receipt / Bank Guarantee of any schedule Bank. If found so, their bid will be rejected

Executive Engineer (E),
Mussoorie, CPWD

CPWD-6 FOR e-TENDERING (Amended as per DG/MAN/303 dt. 28-03-2014)

online Percentage rate bids in Single Bid system from “Original Equipment Manufacturer (OEM) of Kone Make Lift” for the following work(s):

Name of Work: RMO of Sub-stations, DG Sets, Wet Riser System, Fire Alarm System, Central Heating system, Lifts, STP installed in different Office Buildings of LBSNAA Mussoorie (SH: - Comprehensive maintenance of Kone make lifts)

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

1. The work is estimated to cost **Rs.16,23,570/-** This estimate, however, is given merely as a rough guide.
 - 1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids.

For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.
2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7 (or other Standard Form as mentioned) which is available at a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **06 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. (i) The site for the work is available.

OR

~~The site for the work shall be made available in parts as follows:-~~

(ii) ~~The architectural drawings for the work are available and the structural drawings and.~~

OR

~~The architectural and structural drawing shall be made available in phased manner, as per requirement of the same as per approved programme for completion submitted by the contractor after award of work.~~
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from website <https://etender.cpwd.gov.in/www.cpwd.gov.in> free of cost.

6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
8. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
9. Earnest Money **Rs.32,471/-** **(To be returned after receiving performance guarantee)** in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of **Executive Engineer(E) Dehradun Central Electrical Division, CPWD, Dehradun**) shall be scanned and uploaded to the e-tendering website within the period of bid submission.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or **Rs. 20 lakh**, whichever is less, will 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 bidder.

Copy of Enlistment order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of bid submission. **However certified copy of all the scanned documents as specified in press notice shall have to be submitted by the lowest bidder only along the physical EMD of the scanned copy of EMD uploaded.**

Online bid documents submitted by intending bidder shall be opened only of those bidders, who has Ernest Money Deposit and other document scanned and uploaded are found in order.

The Contractor registered prior to 01-04-2015 on e-tendering portal of CPWD shall have to deposit tender processing fee at existing rates, or they have option to switch over to the new registration system without tender processing fee any time.

- The bid submitted shall be opened at **03:30 PM on 08.09.2026.**
10. The bid submitted shall become invalid and e-tender processing fee shall not be refunded if:
 - (i) The bidder is found ineligible.
 - (ii) The bidders does not upload all the documents (including GST registration) as stipulated in the bid document **including performa for EMD declaration duly signed & stamped, on or before time.**
 - (iii) **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 Item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.**
 11. **The contractor, whose bid is accepted, will be required to furnish The successful bidder shall be required to submit a Performance Guarantee of 5% (Five percent) of the Tendered Value or Estimated Cost put to Tender (ECPT) (Whichever is higher). Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount. The performance Guarantee shall be submitted within the period as specified in**

Schedule F. This guarantee shall be in the form of Banker's Cheque of a Commercial Bank OR Account Payee Demand Draft of a Commercial Bank OR Fixed Deposit Receipt (FDR of a Commercial Bank or Insurance Surety Bonds OR Bank Guarantee of a Commercial Bank 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 bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work and Programme Chart (Time and Progress) within the period specified in Schedule F.

12. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.

Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
13. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to bid for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Chief 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.

17. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of 02 Months 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 bid or engagement in the contractor's service.
18. The bid for the works shall remain open for acceptance for a period of **Thirty (30) days** from the date of opening of bids. If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
19. This notice inviting Bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 07Days from the stipulated date of start of the work, sign the contract consisting of:-
 - a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. **Form 7** or other Standard C.P.W.D. Form as mentioned.

भारत के राष्ट्रपति की ओर से तथा उनके लिए
For & on behalf of President of India

ई-निविदा आमन्त्रण सूचना

कार्यपालक अभियंता (वै), के.लो.नि.वि. मसूरी-248179 (E-mail ID: cempedcpwd@gmail.com & cpwde.lbsnaa@nic.in) के द्वारा भारत के राष्ट्रपति की ओर से निम्नलिखित कार्य के लिए ऑनलाईन दर प्रतिशत निविदा एक बोली पद्धति (पर्वू योग्यता बोली एवं वित्तीय बोली) से आमन्त्रित की जाती हैं।

नि.आ.सू.स0. 11 / का.अभि.(वै) / मसूरी / 2026-27-Recall कार्य का नाम: **(RMO of Sub-stations, DG Sets, Wet Riser System, Fire Alarm System, Central Heating system, Lifts, STP installed in different Office Buildings of LBSNAA Mussoorie (SH : - Comprehensive maintenance of Kone make lifts)** अनुमानित लागत: ₹0 16,23,570 / - धरोहर राशि: ₹0 32,471 / - समापन की अवधि: 06 माह निविदा भरने की अन्तिम तिथि एवं समय: 08.09.2026..... 3:00 बजे तक, निविदा खोलने की अन्तिम तिथि एवं समय: 08.09.2026.... 3:30 बजे।

Tender forms and other details can be obtain from the website www.etender.cpwd.gov.in

कार्यपालक अभियंता (वै)
के.लो.नि.वि., मसूरी

Copy to:

1. योजना भाखा, के.लो.नि.वि. मसूरी को सूचनार्थ।
2. सहायक अभियंता (वै)-के.लो.नि.वि. मसूरी को सूचनार्थ।
3. नोटिसबोर्ड,

कार्यपालक अभियंता (वै)

के.लो.नि.वि.-7 / CPWD-7

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

STATE :- UK
BRANCH :- B&R

ZONE:- Dehradun
DIVISION :- MUSSOORIE

कार्यों के लिए मद दर निविदा एवं संविदा

Percentage Rate Tender & Contract for Works

कार्य के लिए निविदा:

(A) Tender for the work of :-

RMO of Sub-stations, DG Sets, Wet Riser System, Fire Alarm System, Central Heating system, Lifts, STP installed in different Office Buildings of LBSNAA Mussoorie (SH: - Comprehensive maintenance of Kone make lifts)

(i) To be uploaded by **15.00 hours** (time) on **08-09-2026-----** (date) on website www.etender.cpwd.gov.in

(ii) To be opened in presence of tenderers who may be present at 15.30 hours on **08-09-2026-----**
-
in the office of **Executive Engineer (E), CPWD, Mussoorie.**

Issued to :-NIT _____ *

(Contractor)

Signature of officer issuing the documents _____ *

Designation : _____ *

Date of Issue :- _____ *

(* To be filled in by EE (E))

निविदा / TENDER

मैंने/हमने कार्य के लिए निविदा आमंत्रण सूचना, अनुसूची क,ख,ग,घ, ङ, और च, लागू विनिर्देश, नक्शे एवं डिजाइन, सामान्य नियम एवं निर्देश, ठेके के उपबंध, विशिष्ट शर्तें, दर अनुसूची एवं अन्य कागजात तथा ठेके की शर्तों में दिए गए नियम तथा निविदा कागजात में उल्लिखित अन्य बातों को पढ़ व जांच लिया है।

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.

मैं/हम, एतद्वारा भारत के राष्ट्रपति के लिए अनुसूची 'च' में विनिर्दिष्ट समय के भीतर विनिर्दिष्ट कार्य, यथा—मात्राओं की अनुसूची तथा सभी संबंधित विनिर्देशों, डिजाइनों, नक्शों के अनुरूप तथा सामान्य नियमावली के नियम-1 और ठेके की शर्तों के खंड-11 में उल्लिखित लिखित अनुदेशों एवं ऐसी सामग्रियों, जो प्रदान की जाती है और उसके संबंध में, ऐसी शर्तें जो लागू हों, के अनुरूप निष्पादन हेतु निविदा देता हूँ/देते हैं।

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

हम निविदा को, इसके खोले जाने की अन्तिम तारीख से **30 (तीस) दिन** के लिए खुला रखने तथा इसकी शर्तों एवं निबंधनों में किसी प्रकार का परिवर्तन न करने के लिए सहमत हैं।

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

रु0 32,471/- की धनराशि, धरोहर राशि के रूप में नकद/देजरी चालान रसीद/अनुसूचित बैंक की माँग जमा रसीद/अनुसूचित बैंक की सावधी जमा रसीद/ अनुसूचित बैंक के डिमांड ड्राफ्ट/अनुसूचित बैंक द्वारा जारी बैंक गारंटी के रूप में एतद्वारा अग्रेषित की जाती है। यदि मैं/ हम निर्धारित निष्पादन गारंटी को निर्धारित समय अवधि में प्रस्तुत करने में असफल रहते हैं तो मैं/हम यह मंजूर करते हैं कि भारत के उक्त राष्ट्रपति या उनके कार्यालय के उत्तराधिकारी किसी अन्य अधिकारी या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि जब्त करने के लिए पूर्णतया स्वतंत्र होंगे। इसके अलावा, यदि मैं/हम विनिर्दिष्ट कार्य प्रारम्भ करने के असफल रहते हैं तो मैं/हम यह मंजूर करते हैं कि भारत के राष्ट्रपति या उनके कार्यालय के उत्तराधिकारी कानून में उपलब्ध किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि, तथा निष्पादन गारंटी जब्त करने के लिए पूर्णतया स्वतंत्र होंगे अन्यथा उक्त धरोहर राशि निविदा कागजात के अनुसार उसमें निहित शर्तों व निबंधनों के अनुसार कार्यों के निष्पादन एवं आदिष्ट विचलनों को अनुसूची 'च' में वर्णित प्रतिशत से अनधिक व निविदा प्रपत्र के खण्डों 12.2 व 12.3 में निहित प्रावधानों के अनुसार निश्चित की जाने वाली दरों पर उस सीमा से अधिक के विचलनों के करने के लिए उनके द्वारा प्रतिभूति-निक्षेप के रूप में रोक ली जायेगी। इसके अतिरिक्त मैं/हम सहमत हैं कि बयाना राशि या बयाना राशि तथा उपर्युक्त निष्पादन गारंटी जब्त हो जाने के मामले में मुझे/हमें कार्य की पुनः निविदा प्रक्रिया में भाग लेने से रोक दिया जाएगा।

A sum of **Rs. 32,471/-** is hereby forwarded in **Insurance Surety Bonds, Account Payee Demand draft or Bankers Cheque or Fixed Deposit Receipts or/ and Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank** 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 his 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, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and 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 both Earnest Money and performance guarantee as aforesaid, I / We shall be debarred for participation in the re-tendering process of the work.

मैं/हम एतद्वारा घोषणा करते हैं कि मैं/हम निविदा कागजातों, नक्शों और कार्य से संबंधित अन्य अभिलेखा को गुप्त/गोपनीय कागजात के रूप में रखेंगे और उनसे प्राप्त/ली गई जानकारी किसी अन्य को, जिन्हें मैं/हम सूचित करने के लिए प्राधिकृत हो, से भिन्न किसी को, नहीं बताएंगे या जानकारी को किसी ऐसे रूप में प्रयोग नहीं करेंगे जो राज्य की सुरक्षा के लिए प्रतिकूल हो।

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 therefrom to any person other than a person to whom I/We, am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the state.

दिनांक Dated

ठेकेदार के हस्ताक्षर Signature of the Contractor

डाक पता Postal Address -----

दूरभाष सख्या Telephone No.-----

साक्षी Witness:-----

FAX -----

पता Address:-----

E-MAIL -----

उपजीविका Occupation:-----

स्वीकृति ACCEPTANCE

मैं भारत के राष्ट्रपति की ओर से तथा उनके लिए रु0:- (रूपये '.....
) की राशि के लिए
 उपर्युक्त निविदा (अधोलिखित पत्रों के अनुसार परिवर्तित) स्वीकार करता हूँ।

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. _____ (Rupees _____
 _____)

नीचे दिए गए पत्र इस ठेका करार का हिस्सा होंगे।

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

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

भारत के राष्ट्रपति की ओर से तथा उनके लिए
 For & on behalf of the President of India

हस्ताक्षर Signature.....

दिनांक Dated

पदनाम Designation.....

अनुसूचिया SCHEDULES

अनुसूचि 'क' SCHEDULE 'A'

मात्राओं की अनुसूची (संलग्न)

Schedule of quantities, enclosed on separate sheets from page No. - -----

अनुसूचि 'घ' SCHEDULE 'D'

कार्य के लिए विशेष अपेक्षाएं/दस्तावेज, यदि कोई हों, की अतिरिक्त अनुसूची

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

NIL

अनुसूचि 'ङ' SCHEDULE 'E'

ठेके की सामान्य भातों का संदर्भ

Reference to General Conditions of contract: -

General Conditions of Contract for Maintenance works – 2023 with amended up to date.

कार्य का नाम Name of work:

RMO of Sub-stations, DG Sets, Wet Riser System, Fire Alarm System, Central Heating system, Lifts, STP installed in different Office Buildings of LBSNAA Mussoorie (SH: - Comprehensive maintenance of Kone make lifts)

कार्य की अनुमानित लागत Estimated cost of work:-

Rs. 16,23,570/-

धरोहर राशि (i) Earnest money:-

Rs. 32,471/-

निष्पादन गारंटी (ii) Performance Guarantee:-

5% of tendered value or Estimated Cost Put to Tender (ECPT) (whichever is higher).

अतिरिक्त निष्पादन गारंटी (iii) Additional Performance Guarantee: -

Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.

प्रतिभूति निक्षेप (iv) Security deposit :-

2.5% of tendred Value.

अनुसूचि 'च' SCHEDULE 'F'

सामान्य नियम एवं दिशानिर्देश:

Executive Engineer (E), CPWD, Mussoorie.

General Rules & Directions: -

निविदा आमंत्रण करने वाला प्राधिकारी

Officer inviting tender:

कार्य की मर्दों की मात्रा के लिए अधिकतम प्रतिशत जिससे अधिक निष्पादित मर्दों के लिए दरों का निर्धारण खण्ड 12.2 और 12.3 के अनुसार होगा.

See below

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

परिभाषाये Definitions:

2 (v)	प्रभारी अभियंता Engineer-in-Charge	Executive Engineer (E), CPWD, Mussoorie.
2 (viii)	स्वीकार कर्ता प्राधिकारी Accepting Authority	Executive Engineer (E), CPWD, Mussoorie.
2 (x)	अतिरिक्त और लाभों को पूरा करने के लिए सामग्रियों की लागत पर प्रतिशतता Percentage on cost of materials and labour to cover all overheads and profits.	Nil
2 (xi)	दरों की मानक अनुसूची Standard schedule of Rates	SR-2025 Internal & External as amended up to date Market Rate.
2 (xii)	विभाग Department	C.P.W.D.
9 (ii)	Standard CPWD contract Form GCC 2023, CPWD Form 7/ 8 as modified & corrected upto:	GENERAL CONDITIONS OF CONTRACT FOR CENTRAL P.W.D. WORKS – 2023 (Maintenance work). Form-7 (Percentage Rate) as modified and amended up to last date of receipt of tender.

खण्ड—1

Clause 1

स्वीकृति पत्र जारी होने की तारीख से निष्पादन गारंटी के प्रस्तुतीकरण के लिए अनुमत समय, दिनों में।

- | | | |
|-----|--|--------|
| i) | Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance. | 7 days |
| ii) | Maximum allowable extension beyond the period provided in (i) above. | 3 days |

खण्ड—2 Clause 2

खण्ड 2 के तहत प्रतिकर निश्चित करने वाला प्राधिकारी

Authority for fixing compensation under clause 2.

CE-CPWD, Dehradun.

खण्ड—2अ Clause 2A

क्या खण्ड 2 क लागू होगा।

Whether Clause 2A shall be applicable

No

खण्ड—5 Clause 5

10 days

कार्य आरम्भ करने की तारीख की गणना के लिए
स्वीकृति पत्र जारी होने की तारीख से दिनों की
संख्या.....दिन

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

Clause 6

Whether applicable -

Yes

Note:- Levy of compensation under clause-2 will be granted by the **CE-Dehradun or his successor.**

लक्ष्य मील-पत्थर | MILE STONE (S) सारणी: लक्ष्य नीचे दी गई सारणी अनुसार AS PER

TABLE GIVEN BELOW

Table of Milestone (s)

Sl. No.	Description of Milestone (Physical)	Time allowed in days (from date of start)	% Amount of tendered cost to be with-held in case of non achievement of milestone
NIL			

कार्यपालक अभियंता (वै)
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कार्य निष्पादित करने के लिए अनुमत्य समय
Time allowed for execution of work

06 Months

Authority to decide:

1. समय वृद्धि Extension of time

Executive Engineer (E), CPWD, Mussoorie.

2. उपलब्धियों का पुनः अनुसूचिकरण Rescheduling of mile stones

CE-Dehradun or his successor

खण्ड-7

Clause 7

अंतरिम भुगतान के लिए पात्र होने के लिए अंतिम ऐसे भुगतान के बाद कुल भुगतान एकत्रित सामग्रियों के अग्रिमों के समायोजन सहित किया जाने वाला कुल कार्य

4.00 Lakh

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.

खण्ड-7अ

Clause 7A

No running account shall be paid for the work till the applicable labour license registration with EPFO, ESIC and BOCW welfare board, whatever applicable are submitted by the contractor to the Engineer-in-charge.

Yes

Whether Clause 7A shall be applicable

खण्ड-10अ

Clause 10A

कार्यस्थल प्रयोग गाला में ठेकेदार द्वारा उलब्ध कराये जाने परीक्षण उपकरण की सूची

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

As per direction of Engineer-in-charge

खण्ड-10 ब(2)

Clause 10 – B(ii)

Whether clause 10-B(ii) shall be applicable

No

खण्ड-10 स

Clause 10C –

NA

Clause 10 CA	Materials covered under this clause	As per requirement	Base price of all the materials covered under clause 10CA
Not Applicable			

खण्ड.10गग Clause 10CC

खण्ड 10गग उन संविदाओं पर लागू होगा जिसमें कार्य समापन की अवधि, अगले कालम में दर्शायी गई अवधि से अधिक अनुबंधित है।

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.

Not Applicable

मूल्य वृद्धि के लिए अन्य सामग्री, श्रम, पी.ओ.एल आदि के घटकों की अनुसूची।
Schedule of component of other Materials,
Labour, POL etc. for price escalation

Not Applicable

निर्माण कार्य सामग्री के लिए सिविल घटक (खंड 10 ग के अन्तर्गत शामिल सामग्रियों को छोड़कर)/वैधुत कार्य में कुल मूल्य के प्रतिशत के रूप में प्रदर्शित

Xm

Component of civil (Except materials covered under clause 10 CA)/ Electrical construction materials expressed as percent of total value of work.

श्रम के घटक के कुल मूल्य की प्रतिशत के रूप में प्रदर्शित

Y

Component of labour expressed as percent of total value of work.

Not Applicable

Note : Xm % should be equal to (100) - (materials covered under clause 10CA i.e. Cement, Steel, POL and other material specified in clause 10CA + Component of Labour).

खण्ड—11 Clause 11

कार्य निष्पादन के लिए अनुपालन किए जाने वाले विनिर्देश Specifications to be followed for execution of work

As per CPWD Specification electrical part-I 2023, External Part-II 2023, Part-III-Lift & Escalators - 2003, ~~Part VI Fire Detection and Alarm System - 2018, Heating, Ventilation & Air Conditioning (HVAC) 2017 and DG Sets Work 2013~~ amended up to date

Type of Work**Maintenance Work**

Clause 12

As per CPWD Works Manual-2023/ GCC

Authority to decide deviation upto

1.5 times of tendered amount

CE-CPWD, Dehradun.

12.2.& 12.3

विचलन सीमा, जिसके परे खण्ड 12.2 तथा 12.3 भवन निर्माण कार्य के लिए लागू होंगे
Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work.

12.5 विचलन सीमा, जिसके परे खंड 12.2 तथा
12.3 नींव कार्य के लिए लागू होंगे
12.5 Deviation limit beyond which clauses 12.2 &
12.3 shall apply for foundation work.

Not Applicable.

खण्ड-16 Clause 16

घटी हुई दरे निर्धारित करने की
लिए सक्षम प्राधिकारी

CE-CPWD, Dehradun.

Competent Authority for deciding reduced rates.

खण्ड-18 Clause 18

कार्यस्थल पर ठेकेदार द्वारा लगाये जाने वाली
अनिवार्य मशीनरी, औजार एवं सयंत्रों की सूची:
List of mandatory machinery, tools & plants to
be deployed by the contractor at site.

As per requirement

Clause 25

Constitution of Dispute Redressal Committee

Chairman	CE & ED IIT Roorkee
Member - I	SE (Works cum TLQA) (E) O/o ADG (Region Chd.), Chandigarh.
Member - II	SE & PD, Sirmour
Presenting officer	EE-in-charge of the work.

Clause 32

“Requirement of Technical Representative (s) and Recovery Rates”

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Project Manager cum Planning/Quality/Site/billing Engineer)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 32 (i)	
						Figures (in Rs.)	Words
1	Graduate Engineer OR Diploma Engineer	Electrical	Project Manager cum Planning/ Quality/ Site/ Billing Engineer	2 yrs 5 yrs	1 No.	15,000/-	Rupees Fifteen Thousand only Per Months Per Person

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

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

Clause 38

Not Applicable

(i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2018 printed by C.P.W.D.

(ii) Variations permissible on theoretical quantities:

(a) Cement

For works with estimated cost put to tender not more than Rs. 25 lakh.	3% plus/minus.
For works with estimated cost put to tender more than Rs. 25 lakh..	2% plus/minus.
(b) Bitumen All Works	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

कार्यपालक अभियंता (वै)
के.लो.नि.वि., मसूरी

CHECK LIST FOR BIDDERS FOR SUBMISSION OF BIDS

1. The bidder should read all the instructions, items & conditions, contract clauses, nomenclature of items, specifications etc., contained in the bids document very carefully, before quoting the rates.
2. The bidder should also read the General Conditions of Contract for CPWD works 2023 Maintenance work, published by DG, CPWD, Nirman Bhawan, New Delhi which will be a part of the Agreement with up to date amendments upto the date of receipt of tenders.
3. The bidder shall quote his rates keeping in mind the specifications, terms & conditions, additional and special conditions etc. and nothing extra shall be payable unless otherwise specified.
4. The bidder shall have to make his own arrangement for housing facilities for staff and labour away from construction site and shall have to transport the labour to and fro between construction site and labour camp at his own cost. No labour huts will be allowed to be constructed at the project site except a few temporary sheds for chowkidars and storekeepers at project site. Any decision in this regard shall rest with the Engineer-in-charge and the contractor shall have no claim on this account.
5. The bidder should read the specification and special condition and additional conditions etc.
6. The work required to be executed in occupied building. The bidder shall take precaution to ensure quality of workmanship as well as the progress of the work. He shall regulate the labour accordingly.
7. The bidder shall make environment friendly arrangement for disposal of dismantle/waste materials from upper floors.

8. C.P.W.D Contractor's Labour Regulations:

Payment of Wages (as per DG, CPWD OM no. DG/SE/CM/CON/283 dated 05.05.2015)

- (i). Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or online transfer to his bank account.
- (ii) All wages shall be paid through bank or ECS or online transfer.
- (iii) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour
- (iv) The contractor shall obtain from the junior Engineer or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage cum-Muster Roll" as the case may be in the following form:-
 "Certified that the amount shown in column No.....has been paid to the workman-concerned through bank account of labour on.....at....."

9. Modifications as per DG, CPWD OM no. DG/SE/CM/CON/285 dated 04/06/2015:-

- a. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registration or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW welfare board and program chart(time and progress) within the period specified in schedule 'F' .
- b. As per recently introduced clause 7A, no running account bill shall be paid for the work till the applicable labour license, registration with EPFO, ESIC and BOCW welfare board whatever applicable are submitted by the contractor to the Engineer- in-charge.
- c. The contractor shall also comply with provision of the interstate migrant workman (regulation of employment) and condition of service Act 1979.

Format of receipt of deposition of original EMD

Receipt of deposition of original EMD (Receipt No. Date.....)		
1.	Name of Work	RMO of Sub-stations, DG Sets, Wet Riser System, Fire Alarm System, Central Heating system, Lifts, STP installed in different Office Buildings of LBSNAA Mussoorie (SH: - Comprehensive maintenance of Kone make lifts)
2.	NIT No.	11/EE (E)/Mussoorie/2026-27-Recall
3.	Estimated Cost	Rs. 16,23,570/-
4.	Amount of Earnest Money Deposit	Rs. 32,471/-
5.	Last date of submission of bid	08-09-2026--- upto 15:00 PM

1.	Name of Contractor	
2.	Form of EMD	
3.	Amount of Earnest Money Deposit	
4.	Date of submission of EMD	
Signature of EMD receiving Officer: (EE / AAO) Name and Designation of EMD receiving Officer: Office Stamp:		

INTEGRITY PACT

To,

.....,

Sub: NIT No. 11/EEE/Mussoorie/2026-27-Recall for RMO of Sub-stations, DG Sets, Wet Riser System, Fire Alarm System, Central Heating system, Lifts, STP installed in different Office Buildings of LBSNAA Mussoorie (SH: - Comprehensive maintenance of Kone make lifts)

Dear Sir,

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

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

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

Yours faithfully

**Executive Engineer (E)- Mussoorie,
 CPWD, LBSNAA, Mussoorie.**

INTEGRITY PACT

To,

Executive Engineer (E)-Mussoorie
CPWD,LBSNAA MUSSOORIE
UK-248179

Sub: Submission of Tender for the work of **RMO of Sub-stations, DG Sets, Wet Riser System, Fire Alarm System, Central Heating system, Lifts, STP installed in different Office Buildings of LBSNAA Mussoorie (SH: - Comprehensive maintenance of Kone make lifts)**

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made aton this day of BETWEEN

President of India represented through **Executive Engineer (E)**

Executive Engineer (E)-Mussoorie,

(Name of Division)

CPWD, Lower Ground Floor, Kautilya Building, LBSNAA, Mussoorie. (UK), (Hereinafter referred as the (Address of Division)

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

AND

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

through(Hereinafter referred to as the

(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal/ Owner has floated the Tender **(NITNo. 11/EEE/Mussoorie/2026-27-Recall)** (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for **“(RMO of Sub-stations, DG Sets, Wet Riser System, Fire Alarm System, Central Heating system, Lifts, STP installed in different Office Buildings of LBSNAA Mussoorie (SH: - Comprehensive maintenance of Kone make lifts)”**

(Name of work) Here in after referred to as the **“Contract”**.

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

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

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

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information

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through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.

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

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors 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 Subcontractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly Signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 01 Month after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and Jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

**Executive Engineer (E)-Mussoorie,
CPWD, Mussoorie.**
(For and on behalf of Principal/Owner)

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

WITNESSES:

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

Place:

Dated :

ANNEXURE-“A”

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 upto (date)*..... as **Earnest Money Deposit** from (name and address of contractor) (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

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

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

Addition: NIL Correction:.....Overwriting:Deletion:..... AE (E) P

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 the constitution of the Bank or the Contractor.
8. We, (indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to Unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date.....

Witnesses:

- | | |
|-------------------|----------------------|
| 1. Signature..... | Authorized signatory |
| Name and address | Name |
| | Designation |
| | Staff code no. |
| | Bank seal |
| | |
| 2. Signature | |
| Name and 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.

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/ CON/317

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi

Dated: 28.06.2021

Subject: Modification in Clause 25 of GCC 2020 for Construction/EPC/Maintenance Works.

Clause 25 of General Conditions of Contract 2020 for construction, EPC and maintenance works and corresponding provisions in Schedule F are modified as below. Further, new Appendix XVII and Appendix XIX are added, and existing Appendix XVII is modified and re-numbered as Appendix XVIII.

Existing Provision	Modified Provision
Clause 25: Settlement of Disputes & Arbitration Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter: (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer/ CPM, or where there is no Chief Engineer/CPM, request the Additional Director General/Special Director	Clause 25: Settlement of Disputes by Conciliation and Arbitration Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter. 25.1 Conciliation: If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the Engineer-in-Charge; or if the Engineer-in-Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator (Special Director General or the Additional Director General concerned with the work, as applicable) in the proforma

[Signature]
EECY

[Signature]
VP Sahu
SE C&M

General, who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE/CPM/ADG/SDG. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.

The DRC will submit its decision to the concerned ADG/SDG for acceptance. ADG/SDG in a time limit of 30 days from receipt of DRC decision will convey acceptance or otherwise on the said decision. If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the ADG/SDG fails to give his decision in the aforesaid time limit or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC)/ ADG/ SDG then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC)/ ADG/ SDG or on expiry of aforesaid the time limits available to DRC/ ADG/SDG, may give notice to the Chief Engineer/CPM, CPWD, in charge of the work or if there be no Chief Engineer/ CPM,, the Additional Director General /Special Director General concerned or if there be no Additional Director General/ Special Director General, the Director General, CPWD for appointment of Arbitrator on prescribed proforma as per Appendix XVII under intimation to the other party.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

The CE/ADG/ SDG shall in such case appoint the sole Arbitrator or one of the three Arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral

proceedings prescribed in Appendix XVII mentioned in Schedule F, under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, he may reformulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, 1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.

25.2 Arbitration: If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma prescribed in Appendix XVIII, under intimation to the other party, to the Chief Engineer or the Superintending Engineer concerned with the work (as applicable), hereinafter referred to as the Arbitrator Appointing Authority as indicated in Schedule F, for appointment of Arbitrator.

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VP Sahu
SE C&M

Tribunal consists of three Arbitrators, the contractor shall appoint one Arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE/ADG/ SDG /DG for appointment of Arbitrator, as the case may be, and two appointed Arbitrators shall appoint the third Arbitrator who shall act as the Presiding Arbitrator.

In the event of

- (a) A party fails to appoint the second Arbitrator, or
(b) The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then the Director General, CPWD shall appoint the second or Presiding Arbitrator as the case may be.

- (ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole Arbitrator where claimed amount is Rs. 20 Crore or less. Where claimed Value is more than Rs. 20 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of Arbitrator and giving reference to the decision of the ADG/ SDG on the finding / recommendation of DRC.

It is also a term of this contract that member(s) of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts, and further he shall have earlier worked at a level not lower than Chief Engineer/ equivalent (i.e. Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as Arbitrator.

Parties, before or at the time of appointment of

However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub-clause 25.1 above.

In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration.

- (a) **Number of Arbitrators:** If the contract amount is less than Rs.100 crore, the disputes may be referred for adjudication by a sole Arbitrator. If the contract amount is Rs.100 crore or more, the disputes may be referred to an Arbitral Tribunal of three Arbitrators.

- (b) **Qualification of Arbitrators:** It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India).

The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator.

The age of Arbitrator at the time of appointment shall not exceed 70 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.

- (c) **Parties to select Arbitrator:** Based on the criteria specified above, a list of empanelled Arbitrators has been prepared in CPWD, and the parties shall have option to select an Arbitrator from the list sent to them.

25.3 Appointment of Sole Arbitrator: The parties may opt for appointment of the Arbitrator of the Ministry of Housing and Urban Affairs. In such cases, the party seeking arbitration has to submit an express agreement in writing as per Appendix XIX

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VP Sahu
VP Sahu
SE C&M

Arbitral Tribunal may agree in writing for fast-track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the Arbitrator without any requirement of reference by the appointing authority. The Arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and, in all cases, where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the Arbitrator shall give reasons for the award.

It is also a term of the contract that fees payable to arbitral tribunal shall be as approved by DG, CPWD, OM issued vide no.2/2006/SE(TLC)/CSQ /137 dated 19-11-2019 (or its latest amendment as approved by DG, CPWD). This fee shall be shared equally by parties.

The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration.

The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

towards waiver of Section 12(5) of the Arbitration and Conciliation Act, 1996 along with the notice for appointment of Arbitrator in the proforma prescribed in Appendix XVIII, under intimation to the other party. The Arbitrator Appointing Authority shall, within 30 days of receipt of the said notice, appoint Arbitrator of the Ministry of Housing and Urban Affairs as Arbitrator in the matter, provided the other party also submits waiver of Section 12(5), ibid in Appendix XIX within 7 days of the receipt of the said notice.

Where any one of the parties does not opt for the Arbitrator of the Ministry of Housing and Urban Affairs, or does not submit the waiver agreement, the Arbitrator Appointing Authority shall propose five Arbitrators from the list of CPWD Empanelled Arbitrators to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days of receiving the list, and the Arbitrator Appointing Authority shall appoint the chosen person as the Sole Arbitrator within 15 days of the receipt of choice.

It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

25.4 Appointment of Arbitral Tribunal of three Arbitrators: The Arbitrator Appointing Authority shall prepare two separate lists of five Arbitrators each from the list of CPWD Empanelled Arbitrators, and send one to the party seeking arbitration and other to the responding party, within 15 days of the receipt of notice. The parties will then choose any one Arbitrator from the list provided to them within 15 days of receipt of the list. The Arbitrator Appointing Authority shall then appoint those chosen by the respective parties as Arbitrators and also a third Arbitrator from the list of CPWD Empanelled Arbitrators to act as presiding Arbitrator.

[Signature]
EE (C)

[Signature]
VP Sahu
SE C&M

	within 15 days of receipt of choice from both the parties. It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list. 25.5 Applicable Law: The provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996) and any further statutory modification or re-enactment thereof shall be applicable. Further, the fast-track procedure for arbitration contained in Section 29B of the said Act shall apply. 25.6 Fee payable to Arbitrator(s): The fee payable to the arbitral tribunal shall be as per CPWD OM No. 2/2006/SE(TLC)/CSQ/137 dated 19.11.2019 (or latest amendment), and shall be shared equally by both the parties. 25.7 Place of Arbitration: The place of arbitration shall preferably be as mentioned in Schedule F. However, the Arbitral Tribunal may decide the place in consultation with both the parties. 25.8 Terms of reference: The Arbitral Tribunal shall adjudicate on only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to him and shall give reasons for the award in all cases where the total amount of the claim by any party exceeds Rs.1,00,000. 25.9 Interest on Arbitration award: It is also a term of this arbitration agreement that where the Arbitral award against any dispute is for the payment of money, no pre-suit and pendent-elite interest shall be payable on any part of the Arbitral award.
PROFORMA OF SCHEDULES Schedule F Clause 25 Constitution of Dispute Redressal Committee (DRC)	PROFORMA OF SCHEDULES Schedule F Clause 25 (i) Conciliator: (ii) Arbitrator Appointing Authority:

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VP Sahu
SE C&M

Chairman -	(iii) Place of Arbitration:
Member -	
Member -	
No Provision (The existing Appendix XVII is re-numbered as Appendix XVIII)	APPENDIX – XVII Reference of disputes and amount claimed for each dispute to the Conciliator. [Refer to Clause 25] To, The ADG/SDG (Region) Subject: Reference of disputes and amount claimed for each dispute to the Conciliator for settlement of disputes relating to agreement number: Dear Sir, In terms of clause 25 of the aforesaid agreement, particulars of which are given below, I/We hereby refer my / our disputes and amount claimed for each dispute to you for settlement in your capacity as Conciliator. 1. Name of applicant: 2. Whether applicant is Individual/Proprietorship Firm/Partnership Firm/Company: 3. Full address of the applicant: 4. Name of the work and contract number for which arbitration is sought: 5. Name of the Division which entered into contract: 6. Contract amount: 7. Date of contract: 8. Stipulated date of start of work: 9. Stipulated date of completion of work: 10. Actual date of completion of work (if completed): 11. Total number of claims made: 12. Total amount claimed: 13. Date of intimation of final bill (if work is completed): 14. Date of payment of final bill (if work is completed): 15. Amount of final bill (if work is completed): 16. Date of claim made to Engineer-in-Charge: 17. Date of receipt of decision from Engineer-in-Charge: I/We certify that the information given above is true to the best of my/our knowledge. I/We

[Signature]
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[Signature]
VP Sahu
SE C&M

	enclose the statement of claims with amount of each claim. Yours faithfully, Signature of the applicant (Only the person/authority who signed the contract should sign here) Copy to: 1. The Chief / Superintending Engineer 2. The Executive Engineer..... Division
APPENDIX – XVII Notice for appointment of Arbitrator [Refer Clause 25] To, The Chief Engineer/ADG/SDG (Zone or Region) Dear Sir, In terms of clause 25 of the agreement, particulars of which are given below, I/We hereby give notice to you to appoint an Arbitrator for settlement of disputes mentioned below. 1 to 15. 16. Date of appeal to you 17. Date of receipt of your decision Specimen signatures of the applicant (only the person/authority who signed the contract should sign) I/We certify that the information 1. We have exhausted provision of DRC as per clause 25 of this agreement. 2. Statement of claims with amount of claims. 3. 4.	APPENDIX – XVIII Notice for appointment of Arbitrator [Refer to Clause 25] To, The Chief Engineer/Superintending Engineer (Zone or Circle) Subject: Notice for appointment of Arbitrator for adjudication of disputes relating to agreement number: Dear Sir, In terms of clause 25 of the aforesaid agreement, particulars of which are given below, I/We hereby give you notice to appoint an Arbitrator for adjudication of disputes mentioned below. 1. Name of applicant: 2. Whether applicant is Individual/Proprietorship Firm/Partnership Firm/Company: 3. Full address of the applicant: 4. Name of the work and contract number for which arbitration sought: 5. Name of the Division which entered into contract: 6. Contract amount: 7. Date of contract: 8. Stipulated date of start of work: 9. Stipulated date of completion of work: 10. Actual date of completion of work (if completed): 11. Total number of claims made: 12. Total amount claimed: 13. Date of intimation of final bill (if work is completed): 14. Date of payment of final bill (if work is

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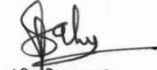
VP Sahu
VP Sahu
SE C&M

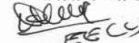
Yours faithfully, (Signatures) Copy in duplicate to: 1. The Executive Engineer, Division	completed): 15. Amount of final bill (if work is completed): 16. Date of reference made to SDG/ADG for conciliation, if applicable: 17. Date of termination of conciliation proceedings: 18. I/We hereby give consent for appointment of Arbitrator of MoHUA. Waiver agreement as per Appendix-XIX is enclosed. Or I/We do not give consent for appointment of Arbitrator of MoHUA. I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose the following documents. 1. Statement of claims with amount of each Claim. 2. *Agreement of waiver of Section 12(5) of the Arbitration and Conciliation Act, 1996 in Appendix-XIX. (strikeout if not applicable). Yours faithfully, Signature of the applicant (Only the person/authority who signed the contract should sign here) Copy to the Executive Engineer..... Division
No Provision	APPENDIX-XIX Agreement towards waiver of Section 12(5) of Arbitration & Conciliation Act 1996 [Refer to Clause 25] 1. Whereas certain disputes have arisen between M/s..... (claimants) and M/s (respondents) relating to agreement No..... 2. And whereas the parties are aware that Shri is on the cadre of CPWD; presently on deputation as Arbitrator, Ministry of Housing and Urban Affairs, Government of India. 3. I/we agree for the appointment of Shri

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[Signature]
VP Sahu
SE C&M

	as the sole Arbitrator for adjudication of the disputes, and we hereby waive the applicability of Section 12(5) of the Arbitration & Conciliation Act, 1996.
	Signature (Only the person/authority who signed the contract should sign here)
	Name.....
	Date:
(The name of the Arbitrator, Ministry of Housing and Urban Affairs, Government of India may be enquired from the Engineer-in-Charge, if required.)	


(वी.पी. साहू)

अधीक्षण अभियंता(सी.एंड.एम.)

C.E.C.)

Issued from file No.CSQ/CM/17(1)/2021e-file no. 9105724

केलोनवि तथा लोनवि, दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु (केलोनवि वेबसाईट के माध्यम से)।

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/ CON/313

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

DATED: 17.02.2021

Subject: Modification in Clause 12 of GCC 2020 for Maintenance Works.

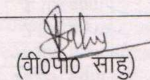
The following modifications are made in the GCC for Maintenance works.

Existing Provision	Modified Provision
Clause 12 Deviations/Variations Extent and Pricing The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit upto 1.5 times of tendered amount shall be approved by the authority mentioned in schedule 'F' with recorded reason and in exceptional case, ADG shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.	Clause 12 Deviations/Variations, Extent and Pricing The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for other reasons and the contractor shall be bound to carry out the works in accordance with any instruction given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. <u>The completion cost of any agreement for maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed two times the contract amount. Deviation upto 1.25 times of contract amount shall be approved by Engineer-in-Charge with recorded reasons.</u> Deviation beyond 1.25 times upto 1.50 times of contract amount shall be approved by SE/CE (as applicable) with recorded reasons. In exceptional case, ADG/SDG (as applicable) shall have power to approve the deviation beyond 1.50 times upto 2.0 times of contract amount with recorded reasons and take suitable corrective action.
12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be	12.1 The time for completion of the work shall, in the event of any deviations resulting in additional cost over the tendered value, be extended if

extended, if requested by the contractor, as follows:	requested by the contractor, as follows:
(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus	(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge	(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge
12.2 Deviation, Extra Items and Pricing In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted <i>contract amount</i> . Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.	12.2 Deviation, Extra Items and Pricing Extra items are those which are not available in the contract. For percentage rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/ below quoted on estimated cost put to tender. For item rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/ below worked out on the basis of overall contract amount and estimated cost of the work put to tender. In the case of extra item(s) which are not available in the standard schedule of rates specified in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.
12.3 Deviation, deviated Quantities, Pricing In the case of Substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be	12.3 Deviation, Deviated Quantities, Pricing All the deviated quantities shall be paid at agreement rates.

paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Substitute in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.	
In the case of contract items, which exceed the limits laid down in schedule F, the contractor shall be paid rates at Agreement rate/Market rate whichever is lower. In case of decrease in the rates prevailing in the market of items for the work in excess of the limits laid down in Schedule F, the Engineer-in-Charge shall after giving notice to the contractor	Deleted
12.4 For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract: (i) For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower. (ii) For abutments, piers and well staining: All works up to 1.2 m above the bed level. (iii) (iv) (v) (vi) For Roads, all items of excavation and filling including treatment of sub base.	Deleted
12.5 Any operation incidental to or necessarily has to be in contemplation of tenderer while quoting filling tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.	12.5 The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of Quantities or in the Schedule of Rates mentioned in Schedule F, whether or not specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said Schedule of Rates, as the case may be. Nothing extra shall be admissible for such operations.

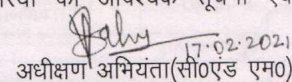
This issues with the approval of competent authority.


(वी०पी० साहु)

अधीक्षण अभियंता(सी०एंड एम०)

Issued from file No.CSQ/CM/17(1)/2020 e-file no. 9104203

प्रतिलिपि: सभी केलोनिवि तथा लोनिवि दिल्ली के अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु। (केलोनिवि वेबसाईट के माध्यम से)


17.02.2021
अधीक्षण अभियंता(सी०एंड एम०)

GENERAL TERMS AND CONDITIONS

Name of Work – RMO of Sub-stations, DG Sets, Wet Riser System, Fire Alarm System, Central Heating system, Lifts, STP installed in different Office Buildings of LBSNAA Mussoorie (SH: - Comprehensive maintenance of Kone make lifts)

1. The work shall be carried out as per CPWD specifications and direction of Engineer-in-Charge.
2. All workers will have to follow the strict rules of LBSNAA, for their identifications & have to leave the campus daily after completion of work.
3. The contractor has to keep the sensitiveness of site in mind while execution of the work and deployment of staff.
4. GST as applicable has been considered in this NIT and if any changes are made in GST rate by Govt. the same shall be effected from date of order.
5. The recovery such as Income Tax, Cess & GST etc. shall be made from the contractor Bill as per Govt. rules.
6. The rates should be quoted inclusive of all taxes, GST, levies, cartage etc., Nothing extra shall be paid by the department.
7. The payment shall be made to the firm at regular interval such as quarterly. However it may be delayed due to any reason like non-availability of funds, LOC and other unforeseen reasons, the firm shall not claim anything extra in such contingencies but shall continue the work.
8. The scope of work includes comprehensive maintenance of all items of Lifts Already provided in the main agreement (Routine and preventive). Contractor shall depute maintenance staff as required to keep the Lifts in satisfactory operation.
9. The contractor will arrange for properly/promptly the break down services.
10. Damage caused to the machine or electrical work while carrying out maintenance work shall be made good at the risk and cost of the contractor.
11. The contractor shall maintain their tool and equipments required for repairing / comprehensive maintenance and nothing extra shall be paid for the same.
12. Damage caused due to negligence of maintenance staff shall have to be made good by the firm at his own risk and cost.
13. The contractor will maintain the log book for each machine separately which should be signed by JE (E)-in-charge.
14. Contractor will have to make sure that each lift works satisfactorily for at least 97% time in each month. In case the up-time of lifts is 90% to 97%, recovery @ quoted rates shall be made and in case the up-time of lift is less than 90% recovery at double the quoted rate for each lift each month shall be made from the Running bill/Security Deposit.
15. All safety measures are to be adopted by the tenderer and in case of any accident/mishappening with man/machinery the same is to be made good by the tenderer at his own cost, all liabilities in this regard

Addition: NIL Correction:.....Overwriting:Deletion:..... AE (E) P

including financial /legal shall be that of contractor. Department shall not be responsible for such happening and decision of Engineer-in-charge in this matter shall be binding on the contractor.

16. Contractor shall maintain all required records as per agreement and as per government by laws (Central/State Govt. laws) and shall abide by all terms for such works.
17. As against major breakdowns the down time for repairing/replacement of the following items shall be given.
 - a) Rewiring/replacement of main motor - 7 days.
 - b) Winding Gear - 7 days.
 - c) Sheave or main Rope replacement - 5 days.
 - d) Speed governor Rope - 2 days.
 - e) Brake shoe liner / transformer / rectifier - 1 day.
 - f) Travelling / trailing cable Replacement - 5 days.
 - g) Brake magnet / door drive motor rewinding / Replacement - 1 day.
 - h) Battery (assorted capacity) – 14 days
 - i) All other items (minor) – 4 days
 - j) All other items (major) – 7 days
11. In case of not removing faults as per timeline given above, recovery @ Rs. 2000 per day shall be made from contractors bill.
12. In case of Preventive maintenance and general checking of system as per OEM recommendations are not done, the recovery @ Rs. 500/- per day shall be made from the contractor Bill until compliance.
13. In case of visit by authorized service Engineer is not done during VIP visit, the recovery shall be made from the contractor Bill @ Rs. 5000/- per visit.

Assistant Engineer (E)-P
CPWD, Mussoorie (UK)

Executive Engineer (E)-Mussoorie
CPWD,LBSNAA, Mussoorie (UK)

Schedule of work

Name of Work:- RMO of Sub-stations, DG Sets, Wet Riser System, Fire Alarm System, Central Heating system, Lifts, STP installed in different Office Buildings of LBSNAA Mussoorie (SH: - Comprehensive maintenance of Kone make lifts)

Sl. No.	Description of Item	Qty		Unit	Rate	Amount
		No. of lift	Months			
1	Comprehensive maintenance of following Kone make Lifts having 1 m/s contact speed inclusive of all items already provided in the main Agreement which include routine, preventive & breakdown maintenance i/c repair/ replacement of wornout items with minimum downtime and warranty & guarantee of repaired/replaced items etc. as reqd. for one year as per terms and conditions attached.					
(a)	1000 Kg capacity Goods cum Passenger Lift (G+2) in Karamshila Mess. (1 No.)	1	6	Per lift/ month	22803.00	136818.00
(b)	8 Passenger Lift (G+2) in Brahamputra Niwas (i.e. in VVIP Guest House.) (1 Nos.)	1	6	Per lift/ month	17649.00	105894.00
(c)	8 Passenger Lift (G+3) in karamshilla 1 Nos.)	1	6	Per lift/ month	12989.00	77934.00
(d)	20 Passenger Lift (G+1) Near Mahanadi Hostel.(1 No.)	1	6	Per lift/ month	20021.00	120126.00
(e)	13 Passenger (G+3) Lift in Karamshila Bldg.(1 No.)	1	6	Per lift/ month	19570.00	117420.00
(f)	13 Passenger (G+3) Lifts in Valley View (2 Nos.)	2	6	Per lift/ month	20014.00	240168.00
(g)	13 Passenger (G+3) Lifts in old Indira Bhawan (2 Nos.)	2	6	Per lift/ month	19570.00	234840.00
(h)	13 Passenger (G+2) Lifts in Silverwood (1 No.)	1	6	Per lift/ month	19569.00	117414.00

Addition: NIL Correction:.....Overwriting:Deletion:..... AE (E) P

(i)	13 Passenger (G+2) Lifts in Mahanadi (1 No.)	1	6	Per lift/ month	39918.00	239508.00
(j)	13 Passenger Lift (G+1) in Sampoor-nanand Auditorium.(1 No.)	1	6	Per lift/ month	19338.00	116028.00
(k)	13 Passenger Lift (G+3) in Dhurvshila Bldg.(1 No.)	1	6	Per lift/ month	19570.00	117420.00
	Total					1623570.00

Assistant Engineer (E)-P
CPWD, Mussoorie (UK)

Executive Engineer (E)-Mussoorie
CPWD, LBSNAA, Mussoorie (UK)