



GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

TENDER DOCUMENT

FOR

Name of Work: Ongoing works under ACESD-I&II .SH:- Hiring of inspection vehicle for Sub Division Office,CPWD, Ahmedabad.

Issued by

THE ASSISTANT ENGINEER (E)-I
(UNDER EXECUTIVE ENGINEER (E), GANDHINAGAR)
CENTRAL PUBLIC WORKS DEPARTMENT,
AMBAWADI, AHMEDABAD

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

TENDER DOCUMENT

Name of Work	:	"Ongoing works under ACESD-I&II .SH:- Hiring of inspection vehicle for Sub Division Office, CPWD, Ahmedabad."
Estimated Cost	:	Rs. 5,88,104/-
Earnest Money	:	Rs. 11,762/-
Performance Guarantee	:	@ 5% of Tendered value
Security Deposit	:	@ 2.5% of Tendered value
Completion Period	:	12 (Twelve) Months.
NIT No.	:	23/AE (E)-I/Ahmedabad/2026-27
Last date for online Submission of Bid Document	:	Upto 15:00 Hrs on 15/09/2026
Time & date of opening of bid document	:	Up to 15:30 Hrs on 15/09/2026

Name of Work:

“Ongoing works under ACESD-I&II .SH:- Hiring of inspection vehicle for Sub Division Office, Ahmedabad CPWD, Ahmedabad.”

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Certified that this NIT contains **1 to 41 (Forty One) pages**

CENTRAL PUBLIC WORKS DEPARTMENT

The Assistant Engineer (Electrical)-I, (Under EE(E), Gandhinagar) Central Public Works Department, Ph No. 079-26304617, e-mail ID : acesd1cpwd@gmail.com on behalf of President of India, invites online percentage rate bids from Contractors registered in appropriate class in composite category in CPWD who are in this field of work in single bid system for the following work:

1. NIT No. : e-23/AE (E)-I/Ahmedabad/2026-27
2. Name of work: - “Ongoing works under ACESD-I&II .SH:- Hiring of inspection vehicle for Sub Division Office, Ahmedabad CPWD, Ahmedabad.”
3. Estimated Cost: Rs. 5,88,104/-
4. Earnest Money: Rs. 11,762/-
5. Period of completion: 12 (Twelve) Month.
6. Last time and date of submission of bid: Up to **15:00** Hrs on **15/09/2026**
7. Time & date of opening of bid document: Up to **15:30** Hrs on **15/09/2026**

The bid forms and other details can be obtained from the website www.tenderwizard.com/CPWD.

**INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING
FORMING PART OF NIT AND TO BE POSTED ON WEBSITE**

The Assistant Engineer (Electrical)-I, (Under EE(E), Gandhinagar) Central Public Works Department, Ph No. 079-26304617, e-mail ID : acesd1cpwd@gmail.com on behalf of President of India, invites online percentage rate bids from Contractors registered in appropriate class in composite category in CPWD or travel agent / taxi owner who are in this field of work in single bid system for the following work:

Sl. No.	Details	
1.	NIT No.	e-23/AE (E)-I/Ahmedabad/2026-27
2.	Name of Work and Location	“ Ongoing works under ACESD-I&II .SH:- Hiring of inspection vehicle for Sub Division Office, Ahmedabad ”
3.	Estimated Cost put to bid	Rs. 5,88,104/-
4.	Earnest Money	Rs. 11,762/
5.	Period of Completion	12 (Twelve) Months
6.	Last date & time of online submission bids	15/09/2026 up to 15:00 Hrs
7.	Time & date of opening of bid document	15/09/2026 up to 15:30 Hrs

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.tenderwizard.com/CPWD free of cost. The Press notice can also be seen on www.eprocure.gov.in free of cost.
4. But the bid can only be submitted after deposition of original EMD either in the office of the Executive Engineer (E), inviting the bids or divisions office of any Executive Engineer, CPWD within the period of submission. (The EMD document shall only be issued from the place in which the office of receiving division office is situated) and uploading mandatory scanned documents such as demand draft or pay order of banker's cheque or deposit at call receipt or fixed deposit, deposit receipts and bank guarantee of any scheduled bank towards EMD in favor of Executive Engineer as mentioned in the NIT, receipt for deposition of original EMD to division office of any Executive Engineer, CPWD and other documents as specified.
5. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website.
6. The intending bidder must have valid class-III digital signature to submit the bid.

7. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
8. Contractor can upload documents in the form of JPG format and PDF format.
9. Contractor must ensure to quote rate of each item. The column mean for quoting rate in figures appears in pink color 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 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. 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.
11. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many tenders are received satisfying the laid down criterion.

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

1. Receipt of deposition of earnest money deposit to the bidder by the Executive Engineer, CPWD, to whom EMD has been deposited. Annexure – ‘A’
2. Treasury Challan/ Demand Draft/ Pay Order or Banker’s Cheque/ Deposit at Call Receipt/ FDR/ Bank Guarantee of any Scheduled Bank against EMD.
3. Copy of enlistment order/Taxi owner certificate.
4. ~~Copy of Electrical Contractor’s License. However, intending bidders not in possession of valid Electrical Contractor’s License, shall give an undertaking that they shall associate an Agency, having valid Electrical Contractor’s License for execution of Electrical Works, if they become successful.~~
5. Any other documents specified in the bid documents / Press Notice.
6. Contractor have to upload the valid Insurance certificate and driving License of Driver.
7. Certificate of Registration for GST. If the bidder has not obtained GST registration as applicable, then in such a case the bidder shall upload following undertaking with the bid document *“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 pay payments which will be due towards me/us on a/c of the work executed and/or for any action taken by CPWD or GST department in this regard”*.

**Assistant Engineer (E)-I
(Under EE(E), CPWD, Gandhinagar),
Ambawadi, Ahmedabad**

CPWD-6 FOR e-Tendering

Percentage rate e-bids are invited on behalf of President of India for the work of **“Ongoing works under ACESD-I&II .SH:- Hiring of inspection vehicle for Sub Division Office, Ahmedabad CPWD, Ahmedabad “** from Contractors registered in appropriate class in composite category in CPWD or travel agent / taxi owner who are in this field of work in single bid system.

The work is estimated to cost Rs. **5,88,104/-**. This estimate, however, is given merely as a rough guide.

- 1.1.1 ~~The authority competent to approve bid for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids.~~

~~For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.~~

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

~~Criteria of eligibility for submission of bid documents~~

- 1.2.1 ~~Conditions for Non-CPWD contractors only, if bids are also open to non-CPWD contractors~~
~~(Refer provision at S. No. 1 of INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE)~~

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

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

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

2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7 which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **12 (Twelve)** Month from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website www.tenderwizard.com/CPWD. The press notice is also available on www.eprocure.gov.in.
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 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), Gandhinagar Central Electrical Division, CPWD, Gandhinagar** shall be scanned and uploaded to the e-tendering website within the period of bid submission.

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

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

A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lakh, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last

date of receipt of bids which is to be scanned and uploaded by the intending bidders. Copy of Enlistment Order and certificate of work experience and other documents as specified 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 and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority.**

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

The Bid documents submitted with bid shall be opened at **15:30 Hrs on 15/09/2026**

- 9 A) ~~The contractors registered prior to 01.04.2015 on e-tendering portal of CPWD shall have to deposit tender processing fee at the existing rates, or they have option to switch over to new registration system without tender processing fees any time.~~
10. The bid submitted shall become invalid ~~and e-Tender processing fee shall not be refunded if:~~
- (i) The bidder is found ineligible.
 - (ii) The bidder does not deposit original EMD with division office of any Executive Engineer, CPWD (The EMD document shall only be issued from the place in which the office of receiving division office situated.)
 - (iii) The bidder does not upload all the documents (including **GST** registration) as stipulated in the bid document including the copy of receipt for depositing of original EMD.
 - (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
 - (v) If a tenderer quotes nil rates against each item in Item Rate tender or does not quote any percentage above / below on the total amount of the tender or any section / subhead in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
11. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with 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 and Programme Chart (Time and Progress) within the period specified in schedule 'F'.

12. The description of the work is as follows:

“Ongoing works under ACESD-I&II .SH:- Hiring of inspection vehicle for Sub Division Office, Ahmedabad CPWD, Ahmedabad. ”

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 bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder 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 bidder shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the 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 Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this

Department.

17. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor 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 15 days from the date of opening of bid. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, 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 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - 19.1.1. 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.
 - 19.1.2. Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.

~~20. For Composite Bids~~

- ~~20.1.1 The Executive Engineer in charge of the major component will call bids for the composite work. The cost of bid document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.~~
- ~~20.1.2 The bid document will include following three components:
 - ~~Part A: CPWD 6, CPWD 7/8 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2014 as amended / modified up to date.~~
 - ~~Part B: General/specific conditions, specifications and schedule of quantities applicable to major component of the work.~~
 - ~~Part C: Schedule A to F for minor component of the work. (SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components), General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.~~~~
- ~~20.1.3 The bidders must associate himself, with agencies of the appropriate class eligible to bid for each of the minor component individually.~~
- ~~20.1.4 The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work.~~

- ~~20.1.5 After acceptance of the bid by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component(s). EE of major component will operate part A and part B of the agreement. EE/DDH in charge of minor component(s) shall operate Part C along with Part A of the agreement.~~
- ~~20.1.6 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.~~
- ~~20.1.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major components of work.~~
- ~~20.1.8 The main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer in charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer in charge of minor component(s).~~
- ~~20.1.9 In case the main contractor intends to change any of the above agency / agencies during the operation of the contract, he shall obtain prior approval of Engineer in charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer in charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.~~
- ~~20.1.10 The main contractor has to enter into agreement with contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to EE/DDH in charge of each minor component as well as to EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.~~
- ~~20.1.11 Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer in charge of the discipline of minor component directly to the main contractor.~~
- ~~20.1.12 (A) The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer in charge of major component after record of completion certificate of all other components.~~
- ~~(B) Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.~~

Assistant Engineer (E)

FORM OF EARNEST MONEY (BANK GUARANTEE)

WHEREAS, contractor..... (Name of contractor) (Hereinafter called "the contractor") has submitted his tender dated..... (dated) for the construction of (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto..... (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20....

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor, OR
 - (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor, OR
 - (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

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

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

DATE

SIGNATURE OF THE BANK

WITNESS
(SIGNATURE, NAME AND ADDRESS)

SEAL

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

**FORM OF PERFORMANCE SECURITY (GUARANTEE)
BANK GUARANTEE BOND**

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

We (hereinafter referred to as "as Bank")

(indicate the name of Bank)

hereby undertake to pay to the Government an amount not exceeding Rs..... (Rupees.....) only on demand by the Government.

2. Wedo hereby (indicate the name of Bank) undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....) only.
3. We, the said bank further undertake to pay the Government any money so demand notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Engineer-in-Charge on behalf of the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.
5. We.....(indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the

contractor(s).

7. We (Indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid upto.....unless extended on demand by 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 six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.

Dated, theDay of..... For..... (indicate the name of the Bank)

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

STATE	Gujarat	DIVISION	Gandhinagar
BRANCH	E & M	SUB-DIVISION	AHMEDABAD-I
ZONE	CE, G'nagar		

Percentage Rate Tender

(A) Tender for the work of:-

Name of Work:

"Ongoing works under ACESD-I&II .SH:- Hiring of inspection vehicle for Sub Division Office, CPWD, Ahmedabad.

(i) To be uploaded by 15:00 hours on 15/09/2026 at www.tenderwizard.com/CPWD.

(ii) To be opened in presence of tenderers who may be present at 15:30 hours on 15/09/2026 in the office of The Assistant Engineer (E)-I, CPWD, Ambawadi, Ahmedabad.

**Assistant Engineer (E)-I
(Under EE(E), CPWD, Gandhinagar),
Ambawadi, Ahmedabad**

TENDER

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

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all 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.

We agree to keep the tender open for Fifteen (15) days from the date of opening of bid and not to make any modifications in its terms & conditions.

A sum of Rs.11,762/- is hereby forwarded in cash / receipt treasury challan / deposit at call receipt of scheduled bank / fixed deposit receipt of scheduled bank / demand draft of a scheduled bank / bank guarantee issued by a scheduled bank as earnest money.

A copy of earnest money receipt in treasury challan / deposit at call receipt of a scheduled bank / fixed deposit receipt of scheduled bank / demand draft of a scheduled bank / bank guarantee issued by a scheduled bank to the bidder by the Executive Engineer, CPWD, to whom EMD has been deposited is scanned and uploaded. 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 , suspended for one year and shall not be eligible to bid for CPWD tenders from date of issue of suspension order.. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or performance guarantee as aforesaid, I / We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for

tendering in CPWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposited/Performance Guarantee.-

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

Dated	Signature of the Contractor
Witness:-----	Postal Address -----
Address:-----	Telephone No.-----
Occupation:-----	FAX -----
	E-MAIL -----

ACCEPTANCE

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

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

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

Dated

For & on behalf of the President of India
Signature.....
Designation.....

SCHEDULES

SCHEDULE 'A' Schedule of quantities, enclosed on separate sheets from

Page 41

SCHEDULE 'D'

General Conditions, additional Conditions and Requirements/ documents for the work, if any, specifications for the work, if any: etc.

: Attached from page – 40

SCHEDULE 'E'

Reference to General Conditions of contract: -

General Conditions of Contract for CPWD work – 2023 with amendments issued upto date of submission of tender.

Name of work:	“Ongoing works under ACESD-I&II .SH:- Hiring of inspection vehicle for Sub Division Office, CPWD, Ahmedabad.”
Estimated cost of work:-	Rs. 5,88,104/-
(i) Earnest money:-	Rs. 11,762/-
(ii) Performance Guarantee:-	@ 5% of Tendered value
(iii) Security deposit :-	@ 2.5% of Tendered value

SCHEDULE 'F'

Officer inviting tender

: **Assistant Engineer (E)-I, Ahmedabad CPWD, Ahmedabad, Gujarat.**

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

: **See below**

Definitions:

2 (v)	Engineer-in-Charge	Assistant Engineer (E)-I, Ahmedabad CPWD, Ahmedabad, Gujarat Gujarat.
2 (viii)	Accepting Authority	Assistant Engineer (E)-I, Ahmedabad CPWD, Ahmedabad, Gujarat, Gujarat.
2 (x)	Percentage on cost of materials and labour to cover all overheads and profits.	15%
2 (xi)	Standard schedule of Rates	Market rate
2 (xii)	Department	C.P.W.D.
9 (ii)	Standard CPWD contract form GCC 2014, CPWD Form 8 as modified & corrected upto	General Conditions of Contract for CPWD work – 2023 with amendments issued upto date of submission of tender.

Clause 1

Time allowed for submission of Performance Guarantee, **Programme Chart (Time and**

Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance. Maximum allowable extension with late fee @ 0.1% per day of performance guarantee amount beyond the period provided in (i) above.

07 days

Clause 2

Authority for fixing compensation under clause 2. :

Competent authority

Clause 2 A

No

Clause 5

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

From 10 days after the date of issue of letter for commencement of work

Clause 5.1

Schedule of handing over of site

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent.
Part A	Portion without any hindrance	Full	10 days
Part B	Portions with encumbrances	---	N.A
Part C	Portions dependent on work of other agencies	---	N.A

Schedule of issue of Designs

Part A	Portion of Design	Description	Time Period for issue of design reckoned from date of receipt of tenders.
Part B-1	Portion already included in NIT	Full	N.A
Part B-2	Portions of Architectural Designs to be issued	---	N.A
Part B-3	Portions of E&M Designs to be issued	---	N.A

Table of Milestone (s)

Sr. No.	Description of Milestone (Physical)	Time Allowed in Days (from date of start)	Amount to be withheld in case of non achievement of mile stone
---------	-------------------------------------	---	--

Time allowed for execution of work

12 (Twelve) months

Authority to decide:

- | | | |
|-------|--|-----------------------------|
| (i) | Extension of time | Competent authority. |
| (ii) | Rescheduling of mile stones | Competent authority. |
| (iii) | Shifting of date of start in case of delay in handing over of site | .. |
| | | Competent authority. |

Clause 5.2

Nature of Hindrance: Physical / ~~Electronic~~

Clause 6, 6A

Clause applicable – (6 or 6A)

6

Clause 7

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

Rs 50,000/-

Clause 7A

Yes / ~~No~~

Whether clause 7A shall be applicable

Clause 8B

S.N.	Contract Value	Limit (in Rupees)
(i)	Less than or equal to Rs 1 Crore	2000
(i)	More than Rs 1 Crore but less than or equal to Rs 5 Crore	5000

(ii)	More than Rs 5 Crore but less than or equal to Rs 20 Crore	25000
(iii)	More than Rs 20 Crore	50000

Clause 10A

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

All equipments required for day- to-day running & maintenance of Vehicle.

Clause 10 – B(ii)

Whether clause 10-B (ii) shall be applicable

No

Clause 10C - Component of labour expressed as percent of value of work – 60%

Clause 10 CA:	<i>Materials covered under this clause</i>	<i>Nearest material (other than cement, reinforcement bars and structural steel) for which All India Wholesale price index to be followed</i>	Base price of all the materials covered under clause 10CA
Not Applicable			

Clause 10CC

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

Not Applicable

Schedule of component of other Materials, Labour, and POL etc. for price escalation.

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

Xm..... **NIL**....

Y.....**NIL**.....

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

Z.....**NIL**.....

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

Clause 11

General rules as promulgated by Competent Authority for Vehicle

Specifications to be followed for execution of work

operation & transport.

Clause 12 Type of work

Maintenance Work

12.2.& 12.3 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work.**100%**.....

12.5 (i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work. (except earth work) **Not Applicable.**

(ii) Deviation limits for items in earth work subhead of DSR or related items **Not Applicable**

Clause 16 Competent Authority for deciding reduced rates. **Competent authority as per rules**

Clause 18 List of mandatory machinery tools & plants to be deployed by the contractor at site. **- Nil -**

Clause 25

Constitution of Dispute Redrassal Committee (DRC) Claim upto Rs. 25 Lakh		Constitution of Dispute Redrassal Committee (DRC) Claim Above Rs. 25 Lakh	
Chairman	Director (W Cum TLQA)	Chairman	CE, (WZ-I)
Member	EE(P)(E), O/o ADG (WR-I)	Member	Director (W Cum TLQA)
Member	EE, MCD-I	Member	SE, MCC-I
Presenting Officer	EE, In charge	Presenting Officer	SE, In charge

Clause 32(i): -Requirement of Technical Representative(s) and Recovery Rate.

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical Representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36 (i)	
						Figures (in Rs. Per Month)	Words Per Month
1.	Graduate Engineer	Electrical / Electr	Principal Technical Representative (Project	2 year	1		

24 Correction=NIL, Insertion=NIL, Omission=NIL, Over writing=NIL

	Diploma Engineer	onics Electrical / Electronics	Planning/ Site/ billing Engineer) Or Principal Technical Representative (Project Planning/ Site/ billing Engineer)	5 year	1 No.	Rs. 15000/-	Rupees Fifteen Thousand
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NOTE: 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 42

- (i) Schedule/ statement for determining theoretical quantity of cement and bitumen on the basis of Delhi schedule of Rate 2007 printed by C.P.W.D. : **Not Applicable**
- (ii) Variations permissible on theoretical quantities
- a) Cement for works with estimated cost put to tender not more than Rs.5 Lakh. : **Not Applicable**
Cement for works with estimated cost put to tender more than Rs.5 Lakh : **Not Applicable**
- b) Bitumen for all works : **Not Applicable**
- c) Steel Reinforcement and structural steel sections for each diameter, section and Category : **Not Applicable**
- d) All other material : **Not Applicable**

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl. No	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor.	
		Excess beyond permissible variation	Less use beyond the permissible variation
---NIL---			

Annexure-A

20A.14 Information and Instruction of Assistant/Executive Engineer for e-tendering

1. The Assistant/Executive Engineer of all divisions including NIT issuing division/sub-division of CPWD should receive the original EMD for tender of other division.
2. The NIT approving authority/EE at the time of issue of NIT shall also fill and upload the following prescribed format of receipt of deposition of original EMD along with NIT:-

Receipt of deposition of original EMD (Receipt No..... /date.....)	
Name of work: "Ongoing works under ACESD-I&II .SH:- Hiring of inspection vehicle for Sub Division Office,CPWD, Ahmedabad ."	
1) NIT No.: 23/AE (E)-I/Ahmedabad/2026-27	
2) Estimated Cost: Rs:5,88,104/	
3) Amount of Earnest Money Deposit: Rs. 11,762/	
4) Last date of submission of bid:	
(To be filled by NIT approving authority/EE at the time is issue of NIT and uploaded alongwith NIT)	
1) Name of Contractor:	
2) Form of EMD:	
3) Amount of Earnest Money Deposit:	
4) Date of submission of EMD:	
Signature, Name and Designation of EMD Receiving officer (EE/AE(P)/AE/AAO) Along with office stamp (To be filled by EMD receiving EE)	

3. The Executive Engineer receiving EMD in original form shall examine the EMD deposited by the bidder and shall issue a receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting EE. The receipt may be issued by the AE(P)/AE/AAO.
4. The Executive Engineer receiving original EMD shall also intimate tender inviting Executive Engineer about deposition of EMD by the agency by email/fax/telephonically.
5. The original EMD receiving Executive Engineer shall release the EMD after verification from the e-tendering portal website (www.tenderwizard.com>tender free view>advance search>awarded tenders) that the particular contractor is not L-1 tenderer and work is awarded.
6. The tender inviting Executive Engineer will call for original EMD of the L-1 tenderer from EMD receiving Executive Engineer immediately.

INTEGRITY PACT CPWD

To,

The Assistant Engineer (E),
Ahmedabad Central Electrical Sub-Division-I,
Ahmedabad

Sub:

“Ongoing works under ACESD-I&II .SH:- Hiring of inspection vehicle for Sub Division Office, CPWD, Ahmedabad”

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 qualified, 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)

INTEGRITY PACT CPWD

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 at on this day of 20.....

BETWEEN

President of India represented through Executive Engineer (Elect), HCED, CPWD, HAF, Hindan, Ghaziabad (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company) through
(Hereinafter referred to as the (Details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

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

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

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

(c) The Principal/Owner shall 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 competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection 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 subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its 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 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original 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:

.....
(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:



CENTRAL PUBLIC WORKS DEPARTMENT

OFFICE MEMORANDUM

No. DG/ CON/Misc./14

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

DATED 23-11-2020

Subject: - Reduction in Performance Guarantee as per OM No.F.9/4/2020-PPD dated 12.11.2020 issued by the Department of Expenditure, Ministry of Finance.

A copy of Office Memorandum No.F.9/4/2020-PPD dated 12.11.2020 issued by the Department of Expenditure (Procurement Policy Decision), Ministry of Finance is enclosed for compliance. As mentioned in paragraph 4 of the said OM, all tenders/contracts issued/concluded till 31.12.2021 should also have the provision of reduced Performance Security.

This issues with the approval of Director General, CPWD.

Encl: OM dated 12.11.2020

(V. P. Sahu)

Superintending Engineer (C&M)

Issued from file No. CSQ/CM/17(1)/2020 e-file - 9098045

Copy to: All the officers of CPWD/PWD Delhi.

Superintending Engineer (C&M)

7. These instructions will be applicable for all kinds of procurements viz. Goods, Consultancy, Works, non-consulting Services etc and are issued under Rule 6(1) of the GFRs 2017.


(Kotluru Narayana Reddy)
Deputy Secretary to the Govt. of India
Tel: 24621305
Email: kn.reddy@gov.in

To,

All the Secretaries and Financial Advisers to Government of India

Copy to: Secretary, Department of Public Enterprises with a request to issue the same instructions to Central Public Sector Undertakings (CPSUs).

No. F.9/4/2020-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

512, Lok Nayak Bhawan, New Delhi
Dated the 12th November 2020

OFFICE MEMORANDUM

Subject: Bid Security/ Earnest Money Deposit.

The Government is in receipt of many representations that on account of slowdown in economy due to the pandemic, there is acute financial crunch among many commercial entities and contractors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Security Deposits in the Government contracts.

2. As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid Security. Further, in lieu of Bid Security, Ministries/ Departments may ask bidders to sign "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. Similar provisions also exist in the Manuals for Procurement of Works 2019 and Manual for Procurement of Consultancy & other Services 2017.

3. In this context it is noted that Bid Security (also known as Earnest Money Deposit) is still being taken from the contractors by the various Ministries/ Departments, though the relaxations have already been provided in General Financial Rules (GFRs) 2017.

4. In view of above, it is reiterated that notwithstanding anything contained in Rule 171 of GFRs 2017 or any other Rule or any provision contained in the Procurement Manuals, **no provisions regarding Bid Security should be kept in the Bid Documents in future and only provision for Bid Security Declaration should be kept in the Bid Documents.**

5. Wherever, there are compelling circumstances to ask for Bid Security, the same should be done only with the approval of the next higher authority to the authority competent to finalise the particular tender or the Secretary of the Ministry/ Department, whichever is lower.

6. The above instructions will be applicable for all the tenders issued till 31.12.2021.

Proforma for Earnest Money Deposit Declaration

Whereas, I/we (name of agency) have submitted bids
for (name of work).....

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

- (1) If after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,
or
- (2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

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

Signature of the contractor(s)


VP Sahu
SE G&M



CENTRAL PUBLIC WORKS DEPARTMENT

OFFICE MEMORANDUM

No. DG/ CON/Misc./13

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

DATED 23-11-2020

Subject: Relaxation for Earnest Money Deposit as per OM No. F-9/14/2020-PPD dated 12.11.2020 issued by the Department of Expenditure.

A copy of OM No.F-9/14/2020-PPD dated 12.11.2020 issued by the Department of Expenditure (Procurement Policy Division), Ministry of Finance is enclosed for compliance. These instructions are applicable for all the tenders issued till 31.12.2021.

This issues with the approval of Director General, CPWD.

- Encl: 1. OM dated 12.11.2020
2. Proforma for Earnest Money Declaration

(V.P. Sahu)

Superintending Engineer (C&M)

Issued from the file no. CSQ/CM/17(1)/2020
e-file no. 9098045

Copy to: CPWD/PWD Delhi officers for necessary action.

Superintending Engineer (C&M)

1645664/2020/O/o CSQ-Civil

particular tender, or the Secretary of the Ministry/ Department, whichever is lower. Specific reasons justifying the exception shall be recorded.

7. These instructions will be applicable for all kinds of procurements viz. Goods, Consultancy, Works, non-consulting Services etc and are issued under Rule 6(1) of the GFRs 2017.


(Kotluru Narayana Reddy)
Deputy Secretary to the Govt. of India
Tel: 24621305
Email: kn.reddy@gov.in

To,

All the Secretaries and Financial Advisers to Government of India

Copy to: Secretary, Department of Public Enterprises with a request to issue the same instructions to Central Public Sector Undertakings (CPSUs).

ADDITIONAL TERMS AND CONDITIONS

Name Of Work :- Ongoing works under ACESD-I&II .SH:- Hiring of inspection vehicle for Sub Division Office CPWD, Ahmedabad

1. The contractor has to provide 3rd party insurance for the vehicle before giving on hire to department. In the case of any accident contractor shall be fully responsible for its financial/legal implications/claims. The contractor shall settle the matters and claim.
2. The vehicle should be a four wheeler vehicle of seating capacity not less than 4.
3. The vehicle should be in good running condition and model if the vehicle model shall not be registered older than year 2016.
4. Vehicle and driver should be made available at all times and the driver should be with proper uniform and shall act as per the direction of the controlling officer.
5. The vehicle provided shall have all relevant valid documents and the driver shall hold valid driving license.
6. The department shall not be responsible for any damage caused to the vehicle during the course of use or at any other time.
7. All the expenditure on diesel and other lubricants and maintenance /repair charges / wages to driver shall be borne by the contractor.
8. In case of breakdown of vehicle / non availability of vehicle, alternate vehicle shall be provided. Failure to provide any substitute vehicle within a reasonable time from the time of intimation i.e. within 2 hours will result in recovery of payments of tender rates.
9. In the event of any unforeseen situation, the Engineer in Charge shall cancel/terminate this order at any time without assigning any reasons thereof and without any prior notice.
10. The driver should behave decently with the officers & should be in proper uniform.
11. Toll tax shall be paid by the department if required.
12. The rate quoted shall be inclusive of all taxes, duties & levies etc. Nothing extra will be paid on these accounts.
13. Tender with condition may be rejected by the department and decision of the Engineer in Charge will be final.
14. The tender may be placed for reduce quantity/increased quantity as per decision of Engineer in Charge.
15. Necessary GST & IT will be deducted as applicable.

**Assistant Engineer (E)-I
(Under EE(E), CPWD, Gandhinagar),
Ambawadi, Ahmedabad**