

INDEX

Name of Work: Renovation of Conference Hall for National Bank Staff college (NBSC) Sector-H LDA Colony Kanpur Road Lucknow (SH:- SITC of Video Wall)

1.	INDEX	:	1
2.	NOTICE INVITING TENDER	:	2-4
3.	NOTICE INVITING TENDER- C.P.W.D.-6	:	5-11
4.	C.P.W.D.-8 AND SCHEDULE A TO F	:	12-18
5.	INTEGRITY PACT		19-25
6.	ANNEXURE		26
7.	TERMS AND CONDITION & MAKE	:	27-31
8.	SCHEDULE OF QUANTITY	:	32
9.	ELIGIBILITY BID	:	33

NIT No.: 123/EE(E)/LKO/2024-25 containing 1 to 33 pages is here by approved for **₹83,38,548/-**
(Rupees Eighty Three Lacs Thirty Eight Thousand Five Hundred Fourty Eight only)

Assistant Engineer(E) P

Executive Engineer(E) Lucknow
CPWD, Aliganj, Lucknow.

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING
PART OF BID DOCUMENT
(Applicable for inviting open bids)
PERCENTAGE RATE TENDER**

Executive Engineer (E.), Lucknow Electrical Division, C. P. W. D., 2nd floor, Kendriya Bhawan, Aliganj, Lucknow, invites on behalf of President of India, **Percentage rate** online e-tenders **from OEM/specialised agencies** in the field of **STIC of Video Wall** in Two bid system i.e eligibility bid and price bid as per eligibility criteria for following works.

S.NO.	NIT No.	Name of work and location	Estimated cost put to tender	Earnest Montey	Stipulated Period of Completion of work (in months)	Last date & time of Submission of Eligibility & price bids, copy of uploading EMD and other documents as specified in the bid document.	Time & date of opening of eligibili ty bid	Time & date of opening of Price bid
1	2	3	4	6		7	8	9
1	123/EE(E)/LKO/2024-25	Renovation of Conference Hall for National Bank Staff college (NBSC) Sector-H LDA Colony Kanpur Road Lucknow (SH:- SITC of Video Wall)	₹83,38,548/-	₹ 1,66,771/-	1 Months	Upto 15:00 Hours on 24.10.2024	at 15:30 Hours on 24.10.2024	Price bid shall be opened after approval of Eligibility bid by competent authority

- 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.
- Information and Instructions for bidders posted on website shall form part of 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 <https://etender.cpwd.gov.in/login.html> 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 Demand draft or Pay order or Bankers Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any scheduled Bank towards EMD in favour of Executive Engineer as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer (including NIT issuing EE/ AE), CPWD and other documents as specified.
- Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
- 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 in the column (5) meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank 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. SC/ST contractors enlisted under class V category are exempted from processing fee payable to ITI.

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. (drawn in favour of Executive Engineer (E), LCED, CPWD, Lucknow)
2. Copy of receipt for deposition of original EMD issued from division office of any Executive Engineer, CPWD (The EMD document shall be issued from the place in which the office of receiving division office is situated).
3. Copy of PAN Card.
4. Certificate of Registration for GST and acknowledgement.
5. Completion certificate of specialized agency / OEM in support of Similar work criteria :-
 - (i) Three similar completed work of value not less than 40% of estimated cost put to tender.
OR
 - (ii) Two similar completed work of value not less than 60% of estimated cost put to tender.
OR
 - (iii) One similar completed work of value not less than 80% of estimated cost put to tender.

Similar work shall means work of "STIC of Video Wall". The values of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of receipt of application for tender.

- 6- Turnover: Average annual financial turnover on above works should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years.
7. Profit/loss : The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheet, duly audited and certified by the Chartered Accountant.
8. Net worth certificate : Net worth certificate of minimum 10% of the estimated cost put to tender issued by certified Chartered Accountants as per form B-1:-

Form "B-1"

FORM FOR CERTIFICATE OF NETWORTH FROM CHARTERED ACCOUNTANT

" It is to certify that as per the audited balance sheet and profit & loss account during the financial year....., the Networth of M/s(Name & registered Address of individual/Firm/company), as on (the relevant date) is Rs..... after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on (the relevant date)".

Signature of Chartered Accountant -----
 Name of Chartered Accountant-----
 Membership No. of ICAI-----

Date and Seal _____

9. In case the experience certificate of similar work is issued by a private firm /agency, then the contractor will have to scanned and upload the copy of Form -26 AS.

The bill of quantity paid in the final bill shall also be scanned and uploaded by the bidder for both Govt. work or Pvt. work.

Experience certificate should be issued not below the rank of EE or equivalent in Form D.

List of documents to be submitted after acceptance along with performance guarantee:

- I. Undertaking from original equipment manufacturer (OEM) of **Video wall** that they will unconditionally support the lowest tenderer technically throughout the execution of contract as well as for Maintenance/ Comprehensive Maintenance Contract for the useful life of the system
- II. Undertaking from original equipment manufacturer (OEM) of **Video wall** that they will provide all the spares required for healthy functioning of the equipment for at least Five years from the date of supply of equipment.

10. **Financial :-**

Information (Form-A)

- (a) **Financial Analysis :-** Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department. (Copies to be attached)

Financial year				

- (b) Gross Annual Turn Over on construction work.
- (c) Profit / Loss.
- (d) Financial arrangement for carrying out the proposed work.

Signature of Chartered Account with Seal

Signature of Bidder(s)

भारतसरकार
केन्द्रीय लोकनिर्माणविभाग

पत्रांक: 54(विज्ञापन) / का0अभि0(वै) / 2024-25 / 2265

दिनांक 16.10.2024

1. सहायक अभियन्ता (वै0), कानपुर / लखनऊ- I, II एवं III, केलोनिवि, लखनऊ।

2.3 नोटिसबोर्ड एवं NIT No. 123/EE(E)/LKO/2024-25

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

- 1- Percentage rate online bids are invited on behalf of President of India from **OEM/specialised agencies** in the field of **STIC of Video Wall** in Two bid system i.e eligibility bid and price bid as per eligibility criteria for following works.

Renovation of Conference Hall for National Bank Staff college (NBSC) Sector-H LDA Colony Kanpur Road Lucknow (SH:- SITC of Video Wall)

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

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

- 1.1 The work is estimated to cost **₹83,38,548/-**. This estimate, however, is given merely as a rough guide.

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

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

Criteria of eligibility for submission of bid documents

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

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

Note:-

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

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

~~For works estimated to cost above tendering limit of class 1 composite category Contractor (However for Horticulture and Furniture etc. discipline, it may be modified~~

as per bidding limit of CPWD class I contractors of respective discipline as the case may be.) Three similar works each of value not less than Rs. or two similar work each of value not less than Rs.....or one similar work of value not less than Rs.....(all figures rounded to nearest convenient figure) in last 7 years ending previous day of last date of submission of bids.

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

To become eligible for issue of bid, the bidders shall have to furnish an 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.

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

2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7/8 (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website <https://etender.cpwd.gov.in/login.html>. 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 **03 Months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available.
OR
The site for the work shall be made available in parts as specified below:
.....
(ii) The architectural and structural drawing for the work is available
OR
The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of work.

5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website <https://etender.cpwd.gov.in/login.html> 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 in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Executive Engineer (E), LCED, CPWD, Lucknow) shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lac, 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 shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified shall have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of tender opening authority. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited with any division of CPWD and other documents scanned and uploaded are found in order.

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

The bid submitted shall be opened at 03:30 PM on **24.10.2024**

10. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
 - (iv) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

11. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule
- 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration 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. The description of the work is as follows:-
Renovation of Conference Hall for National Bank Staff college (NBSC) Sector-H LDA Colony Kanpur Road Lucknow (SH:- SITC of Video Wall)
 Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
13. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to bid for works in the CPWD Circle (Division in case of contractors of Horticulture/Nurserycategory) 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& 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 bids for the work shall remain open for acceptance for a period of 30 (thirty) days from the date of opening of bids in case of single bid system and 75 (seventy five) days from the date of opening of technical bids in case bids are invited in 2 or 3 bid system. Further
- (i) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department within 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
- (ii) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
- (iii) In case of forfeiture of earnest money as prescribed in para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work
19. This notice inviting Bid shall form a part of the contract document. The successful bidders/ contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
- (a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- (b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable.

20. For Composite Bids

- 20.1.1 The Executive Engineer in charge of the major component will call bids for the composite work. The cost of bid document will be fixed with respect to the combined estimated cost put to tender for the composite bid.
- 20.1.2 The bid document will include following three components:
- Part A:- CPWD-6, CPWD-7/8 including schedule A to F for the major 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. Competent authority under clause 2 and clause 5 shall be same authority as mentioned in schedule A to F for major components), General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

- 20.1.3 The bidders must associate himself, with agencies as per NIT conditions
- 20.1.4 The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work.
- 20.1.5 After acceptance of the bid by competent authority, the 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.
- 20.1.8 The main contractor has to associate agencies for specialized components (s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer-in-charge of relevant component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of relevant component(s).
- 20.1.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of relevant specialized component(s).
- The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 20.1.10 The main contractor has to enter into MoU with agencies contractor(s) associated by him . Copy of such MoU shall be submitted to EE/ DDH in charge of each relevant 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.
- 20.1.12A. The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer-in-charge of major component after record of completion certificate of all other components.
- 20.1.12B. Final bill of whole work shall be finalized and paid by the EE 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.

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

- (i) The EE/Engineer in Charge/DDH of any divisions/projects of CPWD or any other officer designated by CPWD Directorate from time to time, are authorized to receive the EMDs. These authorities should receive the original EMD for their tenders or tenders of any other division/projects.
- (ii). The NIT approving authority/ Tender inviting authority at the time of issue of NIT also fills and upload the following prescribed format of receipt of deposition of original EMD along with NIT:

Receipt of deposition of original EMD

(Receipt No..... / date

1. Name of work :- **Renovation of Conference Hall for National Bank Staff college (NBSC) Sector-H LDA Colony Kanpur Road Lucknow (SH:- SITC of Video Wall)**
2. *NIT No. **123/EE(E)/LKO/2024-25**
3. *Estimated cost **₹83,38,548/-**
4. *Amount of Earnest Money Deposit **₹ 1,66,771/-**
5. *Last date of submission of bid.....**24.10.2024**.....
(*To be filled by Tender inviting authority/NIT approving authority at the time of issue of NIT and uploaded along with NIT)

1. Name of Contractor#
2. Form of EMD#
3. Amount of Earnest Money Deposit #
4. Date of submission of EMD #

Signature, Name and Designation of EMD :-

Receiving officer along with Office stamp:-.....

(# To be filled by EMD receiving EE/DDH)

- (iii) The Authority receiving EMD in original form examines the EMD deposited by the bidder and issues receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting authority. The receipt can also be issued by any subordinate gazetted authority as authorized by the EE/Engineer in Charge/DDH .
- (iv) The authority receiving original EMD also intimates tender inviting authority about deposition of EMD by the agency by email/fax/telephonically.
- (v) The original EMD receiving authority releases the EMD to unsuccessful bidders after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier, after verification from the e-tendering portal website (<https://etender.cpwd.gov.in/login.html>) that the particular contractor is not L-1 tenderer and work is awarded.
- (vi) The tender inviting authority calls for original EMD of the L1 tenderer from EMD receiving authority immediately.

Assistant Engineer(E) P

Executive Engineer(E) Lucknow
CPWD, Aliganj, Lucknow..

GCC 2023 AMENDED UPTO Date.

CPWD – 7/8

CPWD

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

Percentage Rate Tender & Contract for Works

(A) Tender for the work of:-

Renovation of Conference Hall for National Bank Staff college (NBSC) Sector-H LDA Colony
Kanpur Road Lucknow (SH:- SITC of Video Wall)

(i) To be submitted by 3:00 P.M. hours on **24.10.2024** to Executive Engineer (E), C.P.W.D., Lucknow.

(ii) To be opened in presence of tenderers who may be present at **03.30 PM** on **24.10.2024** in the office of Executive Engineer(E), C.P.W.D., Lucknow.

Issued to

Signature of officer issuing the documents

Designation

Date of Issue

TENDER

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

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

We agree to keep the tender open for sixty (60) days from the due date of its opening sixty days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) and not to make any modification in its terms and conditions.

GCC2023 AMENDED UPTO DATE.

CPWD – 7/8

CPWD

A sum of ₹ 1,66,771/- is hereby forwarded in cash at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

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

Dated:

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

ACCEPTANCE

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

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

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

For & on behalf of President of India

Signature

Dated:

Designation

PROFORMA OF SCHEDULES CPWD	CPWD
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PROFORMA OF SCHEDULES

(Separated Performa for Civil, Elect. & Hort. Works in case of Composite Tenders)

Name of Work:- **Renovation of Conference Hall for National Bank Staff college (NBSC) Sector-H LDA Colony Kanpur Road Lucknow (SH:- SITC of Video Wall)**

SCHEDULE 'A'

Schedule of Quantities (as per PWD-3)

As per separate sheets attached for Work.

SCHEDULE 'D'

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

As attached in tender form

SCHEDULE 'E'

Reference to General Conditions of contract – *GCC 2023 for Maintenance work as amended/modified up to day previous to the last date of submission of bid.*

Name of Work:	Renovation of Conference Hall for National Bank Staff college (NBSC) Sector-H LDA Colony Kanpur Road Lucknow (SH:- SITC of Video Wall)	
Estimated cost of work:	₹83,38,548/-	
Earnest Money :	₹ 1,66,771/-	
ii) Performance Guarantee:	5% of tendered value	
iii) Security deposit	: 2.5% of the tendered value	
SCHEDULE 'F'		
GENERAL RULES & DIRECTIONS :	Officer inviting tender:	Executive Engineer (E),Lucknow
	<i>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</i>	<u>See below</u>

PROFORMA OF SCHEDULES

CPWD

Definitions:

- 2(v) **Engineer-in –Charge** Executive Engineer(E), Lucknow, CPWD,Lucknow.
- 2(vii) **Accepting Authority** Executive Engineer(E), Lucknow, CPWD,Lucknow
- 2(x) **Percentage on cost of materials and labour to cover all overheads and profits** 15%
- 2(xi) **Standard Schedule of Rates:**
Electrical Items of Work: Schedule of rates DSR– 2022 & MR with correction slip last date previous to date of submission of tenders.
- 2(xii) **Department:** Central Public Works Department
- 9(ii) **Standard CPWD contract Form GCC 2019, CPWD Form 7/8 as modified & Corrected upto:** GCC 2023 for Maintenance work with correction slip last date previous to date of submission of tenders.

- Clause 1**
- i) Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance **7 Days**
- ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above **3 Days**

- Clause 2** Authority for fixing Compensation under Clause 2 **Chief Engineer, Lucknow**

Clause 5

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

date of start10... day

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

S.No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1.	Submission of technical date sheet of equipments	Nil	Nil
2.	Supply of equipments	Nil	Nil
3.	Installation Testing & Commissioning	Nil	Nil

Time allowed for execution of work

01 Months

Authority to decide:

- (i) *Extension of time Executive Engineer (Elect), Lucknow or successor thereof.*
- (ii) *Rescheduling of mile stones Executive Engineer (Elect), Lucknow or successor thereof.*
- (iii) *Shifting of date of start in case of delay in handing over of site Chief Engineer, Lucknow.*

PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site:

<i>Part</i>	<i>Portion of Site</i>	<i>Description</i>	<i>Time Period for handing over reckoned from date of issue of letter of intent.</i>
<i>Part A</i>	<i>Portion without any hindrance</i>	<i>Part-B</i>	<i>10th day</i>
<i>Part B</i>	<i>Portions with encumbrances</i>	<i>Nil</i>	<i>-----</i>
<i>Part C</i>	<i>Portions dependent on work of other agencies</i>	<i>Nil</i>	<i>-----</i>

Clause 5**Applicable Clause 5/ Clause 5A****Clause 5 Applicable****Clause 6,** 6A E-MB shall be recorded on ERP Portal / 6A**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.30/-lacs.**Clause 7A****Whether clause 7A shall be applicable****Yes****Clause 10A**

*List of testing equipments to be provided by the contractor at site lab.: **As per Annexure sheet attached.***

Clause 10 B (ii)

*Whether clause 10-B (ii) shall be applicable. **NO***

Clause 10 C**Not Applicable**

Clause 10 CC **Applicable/Not Applicable** : **Not Applicable**

Schedule of component of other Material, labour, etc. for price escalation, Component of Civil (except Material covered under clause 10CA)/Electrical construction value of work **N.A.**

(ii) Component of Labour: expressed as percent of total value of component work.

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

Clause 11
Specifications to be followed for execution of work

CPWD specifications for Electrical works Part I Internal – 2005,2013, 2013 (Amendment),2023/ Part-II External-1994, 2023/ Part-III-Lift & Escalators - 2003, Amendment No.1/ Heating, Ventilation & Air-Conditioning (HVAC) 2004, 2017, 2017 (Amendments) 2024/ Part-IV Sub Station – 2013/ Part V Wet Riser & Sprinkler Systems – 2020/ Part VI Fire Detection and Alarm System – 2018/Part VIII Gas Based Fire Extinguishing System 2013 English, 2013 /Part VII D.G. Sets - 2013 as amended upto date.

Clause 12

Authority to decided deviation upto 1.5 times of tendered amount ...**Chief Engineer, Lucknow**

12.2 & 12.3

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for Building work No Limit.....

12.5

(i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead In DSR and related items) N.A.....

(ii) Deviation Limit for items mentioned in earth Work subhead of DSR and related items N.A.....

Clause 16

Competent Authority for deciding reduced rates **Chief Engineer(Lucknow), CPWD, Lucknow.**

Clause 18

List of mandatory machinery, tools& plants to be deployed by the contractor at site: **As per Annexure as per sheet attached**

Clause 19C	Authority to decide penalty for each default	Chief Engineer (Lucknow)CPWD,Lucknow or successor thereof
Clause 19D	Authority to decide penalty for each default	
Clause 19G	Authority to decide penalty for each default	
Clause 19K	Employment of skilled/semi-skilled workers	As per schedule attached

Clause 25

(i) Conciliator	:	ADG (Lucknow), CPWD, Lucknow
(ii) Arbitrator appointing Authority	:	Chief Engineer (Lucknow)
(iii) Place of Arbitration	:	Lucknow

Clause 32**Requirement of Technical Representative(s) and recovery Rate**

S.No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)	
						Figures	Words
<i>1</i>	Graduate Engineer or	Elect	Principal Technical Representative	2 years	1 No	35,000/- pm	Thirty Five Thousand
	Diploma Engineer	Elect	Principal Technical Representative	5 years	1 No	35,000/- pm	Thirty Five Thousand

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

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

Clause 38

- (i) (a) *Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates..... printed by C.P.W.D.*
- (ii) (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* *2.5 % Plus & on Nil on minus side.*
- (c) *Steel Reinforcement and structural steel*
- Sections for each diameter, section and category* *2% plus/minus*
- (d) *All other material* *Nil*

BE SIGNED BY THE BIDDER AND SAME SIGNATORY COMPETENT/AUTHORIZED TO SIGN THE RELEVANT CONTRACT OF BEHALF OF CPWD.

INTEGRITY AGREEMENT

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

BETWEEN

President of India represented through Executive Engineer,....., (Name of Division)

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

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

AND

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

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

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

Preamble

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

hereinafter referred to as the “Contact”.

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

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

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

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) 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 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 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 propose of completion or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign original shall disclose the names and addresses of agents/representatives of India, if any. Similarly Bidder(s)/Contractor(s) of India 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 on behalf of one manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all Payment 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 t justified interest of other and/or to influence the procurement process to the detriment of the Government interest.**
- 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 right 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/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) **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/determine the contract or has accrued the right to terminate/determine the contract according to Article 3(1), 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 Indian Penal code IPC/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same law enforcing agencies for further investigation.

Article 4: 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 dealing/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own direction, 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 Sub-contractors/sub-vendors.

Article 6 Duration of the Pact

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

If any claims 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 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 of 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 provision of this Pact turn out to be invalid, the reminder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity agreement/Pact any action take 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 :

FORM OF PERFORMANCE SECURITY 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. No. _____ dated _____ made between _____ and _____ (Hereinafter called "the said contractor(s)") _____ for the work _____ (hereinafter called "the said agreement") having agreed to production of a 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 _____ (indicate the name of the bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Government.

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

3. We, the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

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

4. We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till engineer-in-charge on behalf of the government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We _____ (indicate the name of the bank) further agree with the Government that The Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We _____ (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid upto _____ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____ for
_____ (indicate the name of bank).

AFFIDAVIT

I / We have submitted a bank guarantee for the work _____

(Name of work)

Agreement No. _____ dated _____ from _____ to _____

(Name of the Bank with full address) _____

the Assistant Engineer _____

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

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

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

ANNEXURE**Clause- 10 –A & 18*****List of mandatory machinery, tools and plants & testing Equipment to be deployed by the contractor at site***

1.	<i>Steel/Aluminium Ladder 1.5 m to 8 m.</i>	<i>2 Nos.</i>
2.	<i>Chase cutting machines.</i>	<i>2 Nos.</i>
3.	<i>Electrical wire drawing equipment.</i>	<i>2 Set.</i>
4.	<i>Torque wrench for nut/bolt/screws.</i>	<i>2 Nos.</i>
5.	<i>Conduit die set.</i>	<i>2 Set.</i>
6.	<i>Pipe vice.</i>	<i>1 No.</i>
7.	<i>Bench vice.</i>	<i>1 No.</i>
8.	<i>L.T.Megger 500/1010 volts.</i>	<i>1 No.</i>
9.	<i>Tong Tester.</i>	<i>1 No.</i>
10.	<i>Multimeter.</i>	<i>1 No.</i>
11.	<i>Hydraulically operated & hand operated crimping machine.</i>	<i>1 No.</i>
12.	<i>Earth tester.</i>	<i>1 No.</i>
13.	<i>Portable Ordinary drilling machine.</i>	<i>2 Nos.</i>
14.	<i>Portable Hammer drilling machine.</i>	<i>2 Nos.</i>
15.	<i>Overhead conduit puller.</i>	<i>1 No.</i>

Terms & Conditions

1. All the work shall be carried out as per CPWD General specifications for Electrical & Civil works, amended upto date and should also comply with relevant provisions of the Indian Electricity Rules and Acts as applicable amended upto date.
2. The contractor is advised to visit the site & understand the scope of works before participate the bid. He shall go through the technical as well as general terms & condition of NIT before finalize the bid.
3. All repairs & patch work shall be neatly carried out to match with the original finish & all damages caused to the building installation during the execution of work shall have to be made good by the contractor immediately at his own cost to the entire satisfaction of Engineer-In-Charge. In case contractor fails to comply with the instructions of the Engineer-in-charge, Engineer-in-charge shall be at liberty to get the work done by any third agency and recover such amount paid from the bill(s) of the contractor.
4. The contractor shall make his own arrangement for storing the material at site. Watch and ward of material shall be responsibility of the contractor till the work is completed and installation is handed- over to the department.
5. Contractor shall provide polythene/ PVC plastic cover for all SDBs/ meter boards so as to protect them rust/ damages during execution stage.
6. All debris/malba resulting due to electrical work shall be removed on daily basis and completion of the work shall only be accepted after the site has been cleaned of all malba.
7. Makes of all items which are not covered in the schedule of work/additional specifications shall conform to relevant Indian Standard/ International standards as applicable.
8. The contractor shall ensure that the staff employed by him for executing the elect. work possess the valid elect. License issued by competent authority. Consequences arising due to the fault of the contractor not complying with the above conditions will be the responsibility of the contractor.
9. Earthing lugs shall be provided for terminating copper wire /Aluminum cable/GI earth wire to all switch board for which nothing extra shall be paid.
10. All concealed work and earthing shall have to be done in the presence of the Engineer-in-charge or his authorized representative.
11. The schematic diagram/ dimensional drawings of the various electrical equipments/ switch boards/ cubical panel/ any other material shall be got approved from the engineer-in-charge and the same shall be supplied accordingly.
12. The work shall be carried out according to drawing approved by the Engineer-in-charge. The layout once approved can only be changed by the Engineer-in-charge as per requirement at site or to suit conditions. It shall be the responsibility of the contractor to plan the layout and get the approval from the Engineer-in-charge before execution of work.
13. The contractor shall check the site order book for any instructions of the Engineer-in-Charge or his authorized representative and sign the site order book and ensure compliance with the instructions recorded therein.
14. Nothing shall be paid on account of cartage.
15. No octroi exemption certificate will be issued by department.
16. The contractor will submit the drawing for approval by the department before dispatch of material.
17. The firm should have valid registration with GST and up to date GST return shall be filed.
18. Firm shall be registered with ESI & EPF scheme of Govt. of India.
19. The staff deployed on the work shall be the employees of the contractor. The contractor shall pay the employees deployed on the work the Minimum wages and other admissible allowances as notified by Govt. of Delhi from time to time through Bank or ECS or online transfer. Any increase in these rates during the currency of the contract shall be borne by the contractor.

20. The contractor should provide the guarantee for the whole works for a period of 60.5 months from the date of supply and should be responsible for safe working of whole installation for the 60 months from the date of completion of agreement.

21. TERMS OF PAYMENTS

The following percentage of contract rates for the items included in the contract shall be payable against the stage of work as per below criteria-

1. **70%** of the contract value, of the sub work, on initial inspection and delivery of materials at site, in good condition, on pro-rata basis.
2. **20%** on completion of installation of the equipments and accessories pro-rata basis.
3. **10%** on testing, commissioning, and handing over to the department.

22. GUARANTEE/WARRANTEE

The installation will be handed over to the department after necessary testing and commissioning. All installations pertaining to complete Works as per contract shall be guaranteed for a period of 12 months from the date of taking over the installation by the department, against unsatisfactory performance and/or break down due to defective design, workmanship of material. The material shall include all material that is required for the successful completion of the work. The equipments or components, or any part thereof, if found defective during warrantee period shall be forthwith rectified/ repaired or replaced free of cost, to the satisfaction of the Engineer-in-Charge. In case it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the engineer-in-charge in this regard shall be final & binding on the contractor. **During the warrantee period, the contractor to whom the original work is awarded shall carry out the routine maintenance through Manufacturer / Authorised Service Agencies.**

23. DISCREPANCY BETWEEN THE NOMENCLATURE OF ITEMS, SPECIFICATIONS, AND /OR THE DRAWINGS

The following specifications are applicable for the work. In case of discrepancy between the nomenclature of items, specifications, and /or the drawings or in case no specifications are specified (Refer clause 28 of the General Conditions of the Contract amended up to date) the following order of preference shall be observed:

- i) Nomenclature of items including the scope of work as given in Schedule of Quantities of this tender.
- ii) Technical / Particular Specifications, Special Conditions and other provisions of this tender.
- iii) Drawings.
- iv) CPWD Specifications (latest edition) with upto date correction slips issued upto the last date of the month prior to month of submission of tender.
- v) BIS Codes with latest revisions issued upto the last day of the month prior to month of submission of tender.
- vi) International standards and accepted international practices as approved and directed by Engineer-in-Charge
- vii) Sound Engineering Practice as per directions of the Engineer-in-Charge.

If there are varying or conflicting provisions made in any document forming part of the contract, the Engineer-in-Charge shall be the deciding authority about the intention/interpretation of the tender and his decision shall be final and binding on the contractor.

24. The contractor shall submit the relevant test certificate from OEM at the time of supply of equipment.
25. The successful tenderer would be required to submit the following drawings after award of work for approval before commencement of installation. Cost of these drawing deemed to be included in the rates and nothing extra shall be paid on this account-
- a. All general arrangement drawings.
 - b. Details of the equipment's/ component hardware's, software's, single line diagram, installation drawings, weight details i/c mounting/hanging arrangement, electrical load requirements, copy of standards and compliance standards, data's of power and communication cables, location details etc. of various assembled equipment as may be needed for purpose of their work.
 - c. Complete layout dimensions with location of equipments for every unit/group of units with dimensions required for erection purposes.
 - d. Any other drawing/information not specifically/mentioned above but deemed to be necessary for the job by the contractor.
26. The successful tenderer should furnish well in advance three copies of detailed instructions and manuals of manufactures for all items of equipments regarding installation, adjustments, operation and maintenance including preventive maintenance and troubleshooting together with all the relevant data sheets, spare parts catalogue and workshop procedure for repairs, assembly and adjustment etc all in triplicate.

27. DURING INSPECTION AND TESTING

29.1 All major equipments shall be offered for initial inspection by the engineer-in-charge or officer authorized by him at manufacturer's works in India. The department may or may not inspect the material at its discretion. The contractor will intimate the date of testing of equipments at the manufacturer's works before dispatch. Contractor shall make all arrangements for inspection of material at works. The department reserves the right to get the equipment inspected by third party inspection also. Such inspection shall be of following categories:

(a) Inspection of materials/ equipments to be witnessed at the manufacturer's premises/ at its authorized works in India, in accordance with relevant BIS/ Agreement Inspection Procedure.

(b) To receive material at site with manufacturer's Routine & Type Test certificates.

(c) To inspect material at the authorized dealer's go-down to ensure delivery of genuine material.

(d) To receive material after physical inspection at site.

29.2 Adequate care to ensure that only tested and genuine materials of proper quality are used in work shall be ensured by firm. The firm shall ensure that:

(a) Material will be ordered and delivered at site only with the prior approval of the department. The contractor shall, however, be responsible for timely delivery of material.

(b) As and when the order is placed for the items, it shall be endorsed to the engineer-in-charge along with details of Agency, model no. and other delivery details including bills and challans.

28. COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS

Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

29. SITE MAINTENANCE

The Contractor shall maintain the Sites in good order during the whole construction period. It is strictly prohibited to bury any kind of waste materials, solid or liquid, in the ground. In the event of accidental discharge of polluting materials, the Contractor shall take immediate mitigating action and shall immediately inform the Client and the appropriate authorities.

30. PERSONAL PROTECTIVE EQUIPMENTS (PPEs)

30.1. The contractor shall provide required PPEs to workmen to protect against safety and/or health hazards.

Primarily PPEs are required for the following protection.

- i. Head Protection (Safety helmets)
- ii. Foot Protection (Safety footwear, Gumboot, etc.)
- iii. Body Protection (High visibility clothing (waistcoat/jacket), Apron, etc)
- iv. Personal fall protection (Full body harness, Rope-grap fall arrester, etc)
- v. Eye protection (Goggles, Welders glasses, etc)
- vi. Hand protection (Gloves, finger coats, etc.)
- vii. Respiratory Protection (Nose mask, SCBAs, etc.)
- viii. Hearing protection (Ear plugs, Ear muffs, etc)
- ix. Protection from electricity

The PPEs and safety appliances provided by the contractor shall be of the standard as prescribed by Bureau of Indian Standards (BIS). If materials conforming to BIS standards are not available the contractor as approved by the Engineer-in-charge shall procure PPE and safety appliances

30.2. All construction workers should be provided with high visibility jackets with reflective tapes conforming to the requirement specified under BS EN 471: 1994. The conspicuity of workmen at all times shall be increased so as to protect them from speeding vehicular traffic.

The contractor shall provide safety helmet, safety shoe and high visibility clothing for all employee including workmen, traffic marshal and other employees who are engaged for any work under this contract as per the following requirement.

30.3. In addition to the above any other PPE required for any specific jobs like, welding and cutting, working at height, tunneling etc shall also be provided to all workmen and also ensure that all workmen use the PPEs properly while on the job. The contractor shall not pay any cash amount in lieu to PPE to the workers/sub- contractors and expect them to buy and use during work. The contractor shall at all time maintain a minimum of 10% spare PPEs and safety

appliances and properly record and show to the Engineer-in-charge during the inspections. It is always the duty of the contractor to provide required PPEs for all visitors. Towards this required quantity of PPEs shall be kept always at the security post.

31. VISITORS TO SITE

No visitor is allowed to enter the site without the permission of the Engineer-in-charge. All authorized visitors should report at the site office and contractor shall provide visitor's helmet (White helmet with visitor sticker) and other PPEs like safety shoe, reflective jacket, and respiratory protection etc. as per requirement of the site.

All visitors shall be accompanied at all times by a responsible member of the site personnel. The contractor shall be fully responsible for all visitors' safety and health within the site.

32. EMPLOYER'S RISK

- a) In the event of any such loss or damage happening from any of the excepted risks defined in GCC 2020 (Construction) pertaining to permanent works, as in combination with other risks, the contractor shall, if so required by the Engineer-in-charge, rectify the loss or damage. An addition to the contract price shall be determined treating the work done to rectify the loss or damage as variation/ extra/ substituted item, as given in the relevant clauses.
- b) Whenever any event as mentioned above occurs, the contractor will notify the Engineer-in-charge, within 14 days and provide a forecast cost of repairs / rectifications of damages / losses. As soon as information demonstrating the effect of such event is available, the Engineer-in-charge shall assess the cost of repairs/ rectifications to be paid. In case contractor's forecast is deemed unreasonable, the Engineer-in-charge shall adjust the contract price and/ or extend the
- c) **During execution of work if any damage of false ceiling, paint, floors has arisen contractor has to repair the same without any extra payment from the department.**
- d) **Failing which a recovery minimum 3% of tendered amount (non refundable) shall be made from the final bill.**

33. The work shall have to be carried out entirely to the satisfaction of Engineer-in-Charge.

34. Defect liability period for entire work would be 1 year from date of completion.

35. Contractor has to submit CE/RoHS certificate for each equipment along with certified LAB Test Report at the time of submission of T.D.S.

Assistant Engineer(E) P

Executive Engineer(E) Lucknow
CPWD, Aliganj, Lucknow.

SCHEDULE OF WORK

Name of work : - Renovation of Conference Hall for National Bank Staff college (NBSC) Sector-H LDA Colony Kanpur Road Lucknow (SH:- SITC of Video Wall)

S. No.	Description of Items	Qty.	Unit	Rate	Amount
1	Supply, Installation, testing and commissioning of Bezel less active LED of diagonal size 135'' , Pixel Pitch-1.56 mm COB technology (Chip on board) , Led Size 3011 X 1813.5 X 30.4 MM ,Resolution 1920x1080,viewing Angle 170/170 Aspect ratio 16:9,Brightness -600 nits, refresh rate 3840 Hz, contrast ratio 25000 :1, Audio- 12 W X 2 speaker,Life of Led 150000 hours technology-COB (Chip on Board) , cabinet material-Aluminium , Viewing angel (H/V)-170/170 Power con 1013 W Maximum ,Avarage power Con.405 Watt or lower Input -2 X HDMI ,3 X USB 3.0, SPDIF X 1, RJ45 X1 ,Output - Audio out,RJ45 ,LED Life --150000 hrs or more ,Oprating temparture 45 digree or higher , wighet 126 kg or lower Inbuilt RAM/Storage -4 GB RAM / 32 GB storage , wall mount brackets alongwith interconnecting cable etc complete as reqd. (Make :- Delta/Barco/Crishtee/Nec/Mutshubushi/Samsung/LG)	2	Nos.	41,69,274.00	8338548.00
Total		Rs.			83,38,548.00

Assistant Engineer(E) P

Executive Engineer(E) Lucknow
CPWD, Aliganj, Lucknow.

ELIGIBILITY BID												
NIT No.:-123 /EE(E)/LKO/2024-25												
Name of Work:- Renovation of Conference Hall for National Bank Staff college (NBSC) Sector-H LDA Colony Kanpur Road Lucknow (SH:- SITC of Video Wall)												
Estimated Cost:- ₹83,38,548/-			Time Allowed :- 01 Month			EMD ₹ 1,66,771/-						
Completion certificate of specialized agency / OEM in support of Similar work criteria :-												
(i) Three similar completed work of value not less than 40% of estimated cost put to tender.												
OR												
(ii) Two similar completed work of value not less than 60% of estimated cost put to tender.												
OR												
(iii) One similar completed work of value not less than 80% of estimated cost put to tender.												
Similar work shall means work of " STIC of Video Wall ". The values of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of receipt of application for tender.												
Sr. No.	Name of the agency / firms	Treasury Challan/Demand Draft/Pay order or Banker's Cheque/Deposit at Call Receipt/FDR/Bank Guarantee of any Scheduled bank against EMD. (drawn in favour of Executive Engineer (E), LCED, CPWD, Lucknow)	Copy of receipt for deposition of original EMD issued from division office of any Executive Engineer, CPWD (The EMD document shall be issued from the place in which the office of receiving division office is situated).	Copy of PAN Card.	Certificate of Registration for GST and acknowledgement.	Completion certificate of specialized agency / OEM in support of Similar work criteria :-	Whether the agency / firm has uploaded the work experience from client department for " STIC of Video Wall ".	Turnover: Average annual financial turnover on above works should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years.	Profit/loss : The bidder should not have incurred any loss (profit after tax should be positive)in more than two years during available last five consecutive balance sheet, duly audited and certified by the Chartered Accountant.	Financial :- Information (Form-A)		Net worth certificate : Net worth certificate of minimum 10% of the estimated cost put to tender issued by certified Chartered Accountants as per form B-1:- Form "B-1" FORM FOR CERTIFICATE OF NETWORTH FROM CHARTERED ACCOUNTANT " It is to certify that as per the audited balance sheet and profit & loss account during the financial year....., the Networth of M/s(Name & registered Address of individual/Firm/company), as on (the relevant date) is Rs..... after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on (the relevant date)". Signature of Chartered Accountant - -----of Chartered Accountant--- Membership No. of ICAI----- Date and Seal_____
1	2	3	4	5	6	7	8	9	10	11		12

Assistant Engineer(E) P

Executive Engineer(E) Lucknow