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Name of work: **Construction of A Type residential quarters including allied services (phase-III) for Hindustan Aeronautics Limited (HAL), Bangalore. Sub Head: Providing one number office assistant cum computer data entry services to the office of the AE-I, HALPD-I at Vimanapura, Bangalore**

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This NIT Contains **32 pages** (Thirty Two only)

Approved for **Rs.3,78,144/-** (Rupees Three Lakh Seventy Eight Thousand One Hundred and Forty Four Only)

Assistant Engineer
HAL Project Sub-Division-I/1,
CPWD, Bangalore -71.

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

The Assistant Engineer, HAL Project Sub- Division-1/I, Central P.W.D 4TH Floor, Sir M Visvesvaraya Kendriya Bhawan, Near Domlur Flyover Domlur, Bengaluru - 560071 on behalf of the President of India invites online percentage rate bid from the approved and eligible Specialized Agencies for the following work.

Sl No.	NIT No.	Name of work and Location	Estimated cost put to tender	Earnest Money	Time of completion	Last date & time of submission of bid	Time & date of opening of bid
1	09/AE/HALPD-I/2020-21	Construction of A Type residential quarters including allied services (phase-III) for Hindustan Aeronautics Limited (HAL), Bangalore. Sub Head: Providing one number office assistant cum computer data entry services to the office of the AE-I, HALPD-I at Vimanapura, Bangalore	Rs 3,78,144/-	<i>As per attached Performa</i>	12 (Twelve) months	Upto 15:00 Hrs on 01.03.2021	Upto 15:30 Hrs on 01.03.2021

1. Non-CPWD registered contractors should have to fulfill the criteria of satisfactory execution of works of having satisfactory completed at least three similar works each of value not less than Rs 1.51 lakhs or two similar works each of value not less than Rs 2.27 lakhs or one similar work of value not less than Rs 3.03 lakhs during last 7 years ending previous day of last date of submission of bids. Similar work means “**Providing Computer Data Operators services for any Central Government Department**”.
2. 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.
3. Information and instructions for bidders posted on website shall form part of bid document.
4. 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 from website www.tenderwizard.com/CPWD_or www.cpwd.gov.in and www.eprocure.gov.in free of cost.

5. The enlistment of the contractors should be valid on the last date of submission of bids. In case only the last date of opening of bid is extended, the enlistment of contractor should be valid on the extended date of submission of bids.
6. Those contractors not registered on the website mentioned above are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website. The intending bidder must have valid class-III digital signature to submit the bid.
1. ~~7. But the bid can only be submitted after depositing processing fee in favour of ITI Limited and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call receipt or fixed deposit receipts and Bank Guarantee of any scheduled bank (bankers name, amount, number and date) towards EMD in favour of Executive Engineer, BCD-I, CPWD, Bangalore and other documents as specified. The Proforma for Earnest Money Deposit Declaration to be signed, scanned and uploaded by the bidder at the time of submission of bid document.~~

The contractors already registered on the e-tendering portal will have option to continue by paying tender processing fee at existing rate upto one year from the date of registration, or to switch over to the new registration system without tender processing fee any time. All new registrations from 01.04.2015 will be without tender processing fee. (No.DG/e-GOV/26 dated 2.6.2015)

8. ~~Interested contractor who wish to participate in the bid has also to make following payments within the period of bid submission:~~

- (i) ~~e-Tender Processing Fee Rs*** if registration with tender processing fee is continued, shall be payable to "M/s.ITI Limited" through their e- gateway by credit / debit card, internet banking or RTGS/NEFT facility. (No.DG/e-GOV/26 dated 2.6.2015)~~

9. 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 lowest bidder only within a week physically in the office of tender opening authority.
- (A) ~~10. 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. (Modified vide OM DG/CON/291 dt. 04.01.2016) The Proforma for Earnest Money Deposit Declaration to be signed, scanned and uploaded by the bidder at the time of submission of bid document~~
11. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheet.
12. The contractor can upload documents in the form of JPG format and PDF format.
13. List of Documents to be scanned and uploaded within the period of bid submission:
 - (i) The Proforma for Earnest Money Deposit Declaration to be signed, scanned and uploaded by the bidder at the time of submission of bid document as per Annexure -A date and time

- ii) Enlistment order of the Contractor
- v) Certificate of work experience
- (iv) Affidavit as per clause 1.2.2 of CPWD 6 (From non-CPWD contractors)
- (v) Certificate of Registration for GST for the state in which the work is located

OR

If the contractor is presently not working in the state in which the work is located then he has to submit and undertaking that :

I am presently not working in the state where the work is to be executed and do not have GST Registration of the concerned state.

If the work is awarded to me, then I shall obtain GST registration within 30days OR before the 1st payment is made.

14. GST on all materials as well as GST on Work Contract and Labour Welfare Cess etc., or any other tax applicable in respect of this contract shall be payable by the Contractor. Percentage rate quoted by him shall be inclusive of such taxes, levies etc and Government will not entertain any claim for reimbursement whatsoever in respect of the same. The percentage rates of the contract shall be inclusive of all taxes and levies and nothing extra shall be paid.

Assistant Engineer
HALPSD-I/1,
CPWD, Bangalore

GOVT OF INDIA
CENTRAL PUBLIC WORK DEPARTMENT
HAL PROJECT SUB – DIVISION -I/1

No. 23(2)(Vol-VI)/HALPD-I/AE-Site/2020-21/

date.

Copy to: -

- 1) The Executive Engineer, BCD-I, CPWD, Bangalore.
- 2) The Executive Engineer, HALPD-I , CPWD, Bangalore
- 3) Notice Board / Tender Wizard Website

Assistant Engineer
HAL Project Sub-Division-I/1,
CPWD, Bangalore -71.

CPWD-6 for e-Tendering

Percentage rate bids are invited on behalf of President of India from approved and eligible contractors of Specialized Agencies for the work **Construction of A Type residential quarters including allied services (phase-III) for Hindustan Aeronautics Limited (HAL), Bangalore. Sub Head: Providing one number office assistant cum computer data entry services to the office of the AE-I, HALPD-I at Vimanapura, Bangalore**

The enlistment to the contractors should be valid on the last date of submission of bids. In case only the last date of sale of tender 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 **Rs 3,78,144/-** 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 indicates 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.

For works estimated to cost upto **Rs 20 Crore.**

Three similar works each of value not less than Rs **1.51** lakhs or two similar work each of value not less than **Rs 2.27** lakhs or one work of value not less than Rs **3.03** lakhs (rounded to nearest Rs10 lakhs) in the last 7 years ending previous day of last date of submission of bids. (Modified vide OM No. DG/MAN/293 dated 31.10.2013).

Note:-

For works costing above Rs5 Crore but up to Rs 20 Crore, when bids are open to non-CPWD contractors also, then class II contractors of CPWD 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 **Rs 20 Crore.**~~

~~Three similar works each of value not less than 40% of estimated cost or two similar work each of value not less than 60% of estimated cost or one work of value not less than 80% of estimated cost (rounded to nearest Rs 10 lac) in last 7 years ending previous day of last date of submission of bids. (Modified vide OM No. DG/MAN/293 dated 31.10.2013).~~

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 1.2.2. (Modified vide OM DG/MAN/284 dt. 13.8.2013)

To become eligible for submission of bid, the bidder 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 tendering in CPWD in future for ever. 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 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 **12months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. (i) The site for the work is available.

~~OR~~

~~The site for the work shall be made available in parts as 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 program of completion submitted by the contractor after award of the work. (Modified vide OMDG/CON/269 dt. 28.05.2013)~~

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/CPWDor

www.cpwd.gov.in and www.eprocure.gov.in free of cost.

6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
7. While submitting the revised bid, contractor can revise the percentage rate of one or more schedules any number of times but before last time and date of submission of bid as notified.
8. **Deposition of Earnest money has been relaxed. Instead an undertaking as per Annexure-I duly signed 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 with in the period of bid submission. (The EMD documents shall only be issued from the place in which the office of receiving division office is situated). The EMD receiving Executive Engineer 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.~~

~~This receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time. (Modified vide OM DG/CON/291 dt. 04.01.2016)~~

~~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 laes, 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 6 months or more from the last date of receipt of bids** which is to be scanned and uploaded by the intending bidders. (Modified vide OM DG/CON/307 dt. 27.05.2014)~~

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. (Modified vide OM DG/CON/291 dt. 04.01.2016)~~

The bidder has to submit the Proforma for EMD declaration as per DG/CON/Misc./13 dt.23.11.2020 available on page No.110 (Annexure-A) along with the list of Documents to be scanned and uploaded within the period of tender. The bid submitted shall be opened at 5:30 PM on 10.02.2021.

- 8 A 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. (Vide O.M No. DG/CON/292 dated 29.02.2016)

The bid submitted shall be opened at 3:30 PM on 01.03.2021

THE BID SUBMITTED SHALL BECOME INVALID AND E-TENDER PROCESSING FEE SHALL NOT BE REFUNDED IF:

9. The Bid submitted shall become invalid if:

- (i) (i) **The Bidder is found ineligible.**
- (ii) **The bidder does not upload all documents (including GST registration) as stipulated in the bid document including the copy of "Bid Security Declaration".**
- (iii) **The bidder does not upload all the documents as stipulated in the bid documents (Inclusive of GST Registration. If the bidder has not obtained GST registration in the state in which the work is to be taken up, then in such a case bidder shall upload following undertaking with the bid document "If work is awarded to me, I/me shall obtain GST registration certificate within one month from date of receipt of award letter or before payment of 1st R.A.Bill"), including the copy of receipt for deposition of original EMD.**
- (iv) **If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tender in the office of tender opening authority. (Vide O.M No. DG/CON/291 dated 04.01.2016)**

If a tenderer quotes nil rates against each item in Percentage Rate tender or does not quote any percentage Above or Below or At par 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. (Vide O.M No. DG/CON/287 dated 24.08.2015)

10. The contractor whose bid is accepted will be required to furnish performance guarantee of 3% (Three 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, action will be initiated as per the proforma of Earnest Money deposit declaration signed and uploaded by the bidder.

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 Scheduled F. (Vide O.M. No. DG/SE/CM/CON/295 dated 21.12.2016)

11. The description of the work is as follows: **Construction of A Type residential quarters including allied services (phase-III) for Hindustan Aeronautics Limited (HAL), Bangalore. Sub Head: Providing one number office assistant cum computer data entry services to the office of the AE-I, HALPD-I at Vimanapura, Bangalore.**

12. Copies of other drawings and documents pertaining to the works will be open, for inspection by the tenderers, at the office of above mentioned officer.

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.

12. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
13. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
14. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the **percentage rate** quoted.
15. The contractor shall not be permitted to bid for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the 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.
16. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in

writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.

17. The bid for the works shall remain open for acceptance for a period of **Thirty (30)** days from the date of opening of bids. If any 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 bidder shall not be allowed to participate in the rebidding process of the work. [\(Modified vide OMDG/CON/293 dated 01.07.2016\)](#)
18. 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:-
 - a) The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the part of the bid as uploaded at the time of invitation of bid and the rates quoted online at
 - b) the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 7 or other standard CPWD Form as applicable.
19. The eligible bidder shall quote percentage rate for schedule, above or below to two places of decimal only.
20. In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall become invalid and 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 re-tendering process of the work.

Proforma for Earnest Money Deposit Declaration

Whereas, I/We.....(name of agency)have, submitted bids for(name of work) **Construction of A Type residential quarters including allied services (phase-III) for Hindustan Aeronautics Limited (HAL), Bangalore. Sub Head: Providing one number office assistant cum computer data entry services to the office of the AE-I, HALPD-I at Vimanapura, Bangalore.....**

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.
- 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)

GOVERNMENT OF INDIA CENTRAL
PUBLICWORKS DEPARTMENT Percentage
Rate bid & Contract for Works

Tender for the work of:- Construction of A Type residential quarters including allied services (phase-III) for Hindustan Aeronautics Limited (HAL), Bangalore. Sub Head: Providing one number office assistant cum computer data entry services to the office of the AE-I, HALPD-I at Vimanapura, Bangalore

- (i) To be submitted / Uploaded upto 15.00 Hrs on 01.03.2021 uploaded at www.tenderwizard.com/cpwd.
- (ii) To be opened in the presence of tenderers who may be present at 15:30 Hrs on 01.03.2021, in the office of the Assistant, HAL PROJECT Sub- Division-I/1, CPWD, Bangalore- 560 071.

**TEN
DER**

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 **Thirty (30)** days from the due date of its opening of bid and not to make any modification in its terms and conditions. (Modified vide OMDG/CON/293 dt.

01.07
.2016
)

I/We, hereby declared that, I/We have duly signed and uploaded the **proforma for Earnest Money Deposit Declaration**. 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 initiate action as per the Earnest Money Deposit Declaration. 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 retained by him towards security deposit to execute all the works referred to in the

tender documents upon the terms and conditions contained or referred to 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 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 take action as per the **Earnest Money Deposit Declaration** and 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.

Witness:

Dated:

Witness:

Signature of Contractor

Address:

Postal Address

Occupation:

ACCEPTANCE

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

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

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

For & on behalf of President of India

Signature**.....

Designation.....**.....

Dated:

PROFORMA OF SCHEDULES
(Major component-Civil)

SCHEDULE 'A'

Schedule of quantities (as per PWD-3)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

S.No.	Description of item	Quantity	Rates in figures & Words at which the material will be Charged to the contractor	Place of issue
1	2	3	4	5
....NIL....				

SCHEDULE 'C'

Tools and plants to be hired to the contractor

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

SCHEDULE 'D'

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

....NIL....

SCHEDULE 'E'

Reference to General Conditions of contract .2014 modified /amended upto last date of submission of bid.

Name of Work: - **Construction of A Type residential quarters including allied services (phase-III) for Hindustan Aeronautics Limited (HAL), Bangalore. Sub Head: Providing one number office assistant cum computer data entry services to the office of the AE-I, HALPD-I at Vimanapura, Bangalore**

Estimated cost of work : **Rs.3,78,144/-**

- (i) Earnest Money: **The Proforma for Earnest Money Deposit Declaration to be signed, scanned and upload**
- (ii) Performance Guarantee : 3% of tendered value
- (iii) **Security Deposit** : 2.5% of tendered value

SCHEDULE 'F'

(GENERAL RULES & DIRECTIONS): Officer inviting tender:

Assistant Engineer,
HAL Project Sub Division – 1/I,
CPWD, Bangalore- 560 71.

DEFINITIONS:

2(v)	Engineer-in-Charge	Assistant Engineer, HAL Project Sub-Division1/-I, CPWD, Bangalore -560 071 or his successors thereof.
2(viii)	Accepting Authority	ASSISTANT ENGINEER, HAL PROJECT SUB-DIVISION-1/I, CPWD, Bangalore -560 071 or his successors thereof
2(x)	Percentage on cost of materials and Labour to cover all overheads and profits	15%
2(xi)	Standard Schedule of Rates	DSR 2018 with amendments/ correction slips up to last date of submission of Tender.
2(xii)	Department	Central Public Works Department (CPWD)
9(ii)	Standard CPWD Contract Form GCC 2014, CPWD Form 7 as modified & corrected upto	CPWD Form 7 & GCC 2014 with Amendments/ Modifications up to last date of submission of Tenders.

Clause 1

(i)	Time allowed for submission of Performance Guarantee, 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	7 (Seven) days
(ii)	Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above	3 (Three) days with late fee @ 0.1% per day of the PG amount.

Clause 2

a)	Authority for fixing compensation under clause 2	Chief Project Manager, HAL Project Zone, CPWD, Bangalore
----	--	--

Clause 2A

Whether Clause 2A shall be applicable	No
---------------------------------------	----

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start	10 (Ten) days or date of handing over of site whichever is later.
---	---

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 mile stone
1			
2	NIL		

Time allowed for execution of work **Twelve (12) Months**.....
 Authority to decide:

- (i) Extension of time **EE, HALPD-I, CPWD, Bangalore** (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)
- (ii) Rescheduling of mile stones **EE, HAL PD-I CPWD, Bangalore.**
 (Superintending Engineer-in-Charge or Superintending Engineer-in-Charge of Major Component in case of Composite Contracts, as the case may be)
- (iii) Shifting of date of start in case of delay in handing over of site
EE,HALPD-I PZ CPWD, Bangalore.
 (Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)
 (Modified vide OMDG/CON/267 dt. 14.05.2013)

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 31,512/-

Clause 7A

Whether Clause 7A shall be applicable

Yes

Clause 7A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable as submitted by the contractor to the Engineer-in Charge. (Vide OM No.DG/SE/CM/CON/285 dated 04.06.2015)

Clause 10A

List of testing equipments to be provided by the contractor at site lab : NIL

Clause 10B (ii)

Whether Clause 10B(ii) shall be applicable Not applicable

Clause 10C

Component of labour expressed as percent of value of work= Not applicable

Clause 10CA

Sl No	Material covered Under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	Base Price of all Materials covered under clause 10 CA*	
			Base price	Corresponding period
Not applicable				

Clause 10CC

~~Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.....months Schedule of component of other Materials, Labour, POL etc. for price escalation. Component of civil (except materials covered under clause 10CA)/ Electrical construction Materials expressed as percent of total value of work.- Xm.....%~~

~~Component of Labour expressed as percent of total value of work. Y%~~

~~Component of P.O.L. expressed as percent of total value of work. Z%~~

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

~~(Modified vide OMDG/CON/268 dt. 28.05.2013)~~

Clause 11

Specifications to be followed [CPWD Specification 2009 Vol. I & II](#)
 For execution of work [with upto date correction slips](#)

Clause 12 **Type of work: Original work**

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

12.2 & 12.3	Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work. -19-	100%
12.5.1(i)	Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work	100%
12.5 (ii)	Deviation limit for items mentioned in Earth work subhead of DSR and related items.	100%

Clause 16

Competent Authority for
Deciding reduced rates.

EE,HALPD-I, CPWD, Bangalore.
.....

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:- NIL

Clause 25**Constitution of Dispute Redressal Committee (DRC)**

Claim amount	Upto Rs. 25 lakhs	More than Rs. 25 lakhs
Chairman	As per departmental Instructions	As per departmental Instructions
Member		
Member		
Presenting Officer		

Note: The above constitution of Dispute Redressal Committee is subject to change, for which necessary notification shall be issued by the competent authority of the department, if required.

Clause 36 (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	Words
1	Not applicable						

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

Clause 42

- (i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2014 printed by C.P.W.D.

(iii) Variations permissible on theoretical quantities:

- (a) Cement
 For works with estimated cost put to tender not more than Rs 5 lakh. 3% plus/minus.
 For works with estimated cost put to tender more than Rs 5 lakh. 2% plus/minus.
- (b) Bitumen: All Works 2.5% plus & only & Nil on minus side.
- (c) Steel Reinforcement and structural steel sections for each diameter, section and category 2% plus/minus
- (d) All other materials. Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond Permissible variation
1.	OP Cement	NIL	NIL
2.	Steel Reinforcement		
3.	Structural Sections		
4.	Bitumen issued free		
5.	Bitumen issued at stipulated fixed price		

TERMS AND CONDITIONS :

1. The contractor should ensure the availability of data entry operators on all office working days including Saturdays.
2. The work shall be carried out at the office of CPM, HAL project zone, Bangalore.
3. The rate quoted shall be inclusive of employee's contribution to provident fund (EPF), ESI and GST. The rate quoted shall be inclusive of all other statutory requirements such as Minimum Wages etc and nothing extra will be paid to the agency.
4. Necessary computer, stationeries shall be provided by department for which no charge is payable to department.
5. A recovery of Rs.500/- per day shall be made in case of absence for each day's duty. Similarly a sum of Rs.500/- will be paid per day for working on a closed holiday if called for by the authority due to official exigency.
6. The contractor shall be responsible for payment of minimum wages to his staff as prescribed by Karnataka State Government or Central Government, whichever is higher.
7. Office assistant work shall be carried out as per instructions and payment shall be made at the 5th of next month.
8. The time period for completion of work is 12(Twelve) months. The start date shall be as mentioned in the work order. The contractor shall submit the details of operators employed by him along with proof of degree/diploma certificates to the Engineer-in-charge before start date mentioned in work order failing which the work order issued will be cancelled without any further notice.
9. The contract may be terminated by the Executive Engineer, HALPD-I with 7 days notice prematurely at any given point of time. The agency shall not have any claim whatsoever towards loss of profit in premature closure of contract.

10. TDS for Income Tax will be deducted for the bills of contract as per prevailing income tax act.
11. No Running Account Bill shall be paid for the work till the applicable labor licenses, registration with EPFO and ESIC, whatever applicable is submitted by the contractor to the Engineer – in – charge

Contractor(s)Signature
Address & Mobile No.

Assistant Engineer
HAL PSD-I/1, CPWD, Bangalore.

INTEGRITY AGREEMENT PACT TO BE SIGNED BY THE EXECUTIVE ENGINEER
BEFORE UPLOADING TENDER DOCUMENT

To

.....,
.....,
.....

Sub: NIT No. **09/AE/HALPD-I/2020-21** for the work **Construction of A Type residential quarters including allied services (phase-III) for Hindustan Aeronautics Limited (HAL), Bangalore. Sub Head: Providing one number office assistant cum computer data entry services to the office of the AE-I, HALPD-I at Vimanapura, Bangalore**

Dear Sir,

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

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

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

Yours faithfully,

-Sd-

Assistant Engineer,
HALPSD-I/1, CPWD,
Bangalore.

INTEGRITY AGREEMENT PACT TO BE SIGNED BY THE
BIDDER AT THE TIME OF SUBMISSION OF BID DOCUMENT

To,

The Assistant Engineer,
HAL Project Sub
Division-1/I, CPWD,
Bangalore.

Sub: Submission of Tender for the work of : **Construction of A Type residential quarters including allied services (phase-III) for Hindustan Aeronautics Limited (HAL), Bangalore. Sub Head: Providing one number office assistant cum computer data entry services to the office of the AE-I, HALPD-I at Vimanapura, Bangalore**

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of20.....

BETWEEN

President of India represented through Assistant 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 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 **Construction of A Type residential quarters including allied services (phase-III) for Hindustan Aeronautics Limited (HAL), Bangalore. Sub Head: Providing one number office assistant cum computer data entry services to the office of the AE-I, HALPD-I at Vimanapura, Bangalore**.....
(Name of work)
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 Sub- contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

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 intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

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 agreed under the terms and conditions of agreement No. Dated made between and (hereinafter called "the said contractors")..... 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 contractors) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we..... (hereinafter referred to as "the Bank") hereby

(Indicate the name of the Bank)

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 is required to meet the recoveries due or likely to be due from the said contractors). 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 contractors) in any suit or proceeding pending before any court or Tribunal relating thereto, out 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 contractors) 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 contractors) 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 contractors) 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 contractors) and to for -bear 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 contractors) or for any for-balance, 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.

This guarantee will not be discharged due to the change in the constitution of the Bank or the contractors).

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 up to _____. 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)

FORM OF EARNEST MONEY (BANK GUARANTEE BOND)

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

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (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 of20... .

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 upto 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 his 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

WITNESS

SIGNATURE OF THE BANK
SEAL

(SIGNATURE, NAME AND ADDRESS)

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

Central Public Works Department

N.I.T. No 09/AE/HALPD-I/2020-21

Name of Work:- Construction of A Type residential quarters including allied services (phase-III) for Hindustan Aeronautics Limited (HAL), Bangalore. Sub Head: Providing one number office assistant cum computer data entry services to the office of the AE-I, HALPD-I at Vimanapura, Bangalore

SCHEDULE OF QUANTITIES

Name of the Contractor					
Sl. No	Description of work	Quantity	Unit	Rate	Amount
1	Construction of A Type residential quarters including allied services (phase-III) for Hindustan Aeronautics Limited (HAL), Bangalore. Sub Head: Providing one number office assistant cum computer data entry services to the office of the AE-I, HALPD-I at Vimanapura, Bangalore	12	Nos	31512	378144
	Total				378144

ABSTRACT

Sl.No	Name of component	Estimated cost	Percentage above or below the estimated cost	% in Figures	Total Cost
1	Civil Work	378144			-
2	Grand Total	378144			-
					-100.00