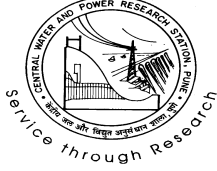


**GOVERNMENT OF INDIA  
MINISTRY OF WATER RESOURCES, RD & GR  
CENTRAL WATER AND POWER RESEARCH STATION  
KHADAKWASLA, PUNE-411024**

**TENDER DOCUMENT FOR  
PROVIDING SECURITY ARRANGEMENT AND GUARDING OF  
PROPERTY AT CWPRS  
KHADAKWASLA, PUNE-411024**

<b>ESTIMATED COST</b>	<b>:</b>	<b>Rs.1,93,74,528/-</b>
<b>PERIOD</b>	<b>:</b>	<b>TWO YEARS</b>
<b>DUE DATE OF OPENING</b>	<b>:</b>	<b>11.04. 2017</b>
<b>OFFICER INVITING THE TENDER</b>	<b>:</b>	<b>SCIENTIST-C CONSTRUCTION AND PROCUREMENT CELL CWPRS, PUNE</b>

**PUNE  
MARCH 2017**



Government of India  
**Ministry of Water Resources, RD & GR**  
Central Water & Power Research Station  
Khadakwasla, Pune – 411 024

Name of Work : Providing Security Arrangements and Guarding of Property at  
CWPRS, Khadakwasla, Pune - 24.

Estimated Cost : Rs. **1,93,74,528/-**

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This N.I.T / AGREEMENT contains pages 01 to 38

**Tender Document do not fold**

अनुसंधान के माध्यम से सेवा  
Service Through Research

**THE OFFER OF THE SECURITY AGENCY SHOULD CONTAIN THE**  
**FOLLOWING**

- Tender document duly signed and seal by the authorized signatory of the security agency
- Schedule of work duly filled-in and signed
- Monthly Wages Structure duly filled-in and signed
- Declaration of security agency duly filled-in and signed
- Earnest Money Deposit / Security Deposit
- List, address and telephone numbers of the firms/organizations and copy of work orders (Govt. Depts.) for which the similar type of work has been carried out
- Details of equipment and facilities being given to security staff
- Valid performance certificate of earlier works in Government Organizations / Work Order and registration of EPF, ESI, Service Tax, Professional Tax, DGR and Licence operation in Maharashtra State under PSARA Act and Commissioner of Police, Govt. of Maharashtra.
- A note containing planning of agency to safeguard the CWPRS property

## SCOPE OF WORK

The security agency to whom will be entrusted the security arrangements of the property of Central Water and Power Research Station, Khadakwasla, Pune, will have to perform the following duties:

- 1) The agency shall be responsible for the security of CWPRS property within the specified boundaries of CWPRS Office and Residential Complex, Pune. The area, which has to be guarded, is shown in Map of CWPRS Campus. The security agency shall guard the installation/machinery and plant/equipment and also ensure the safety of staff in office premises as well as residents of the Colony.
- 2) The security agency shall man the three gates of the CWPRS office campus as well as gate of the Residential Complex, Guest House and other vulnerable points shown by Security In-charge, round the clock. The gates shall be kept locked in the night shift and as directed during other timings.
- 3) The security agency shall check the entry and exit of the CWPRS employees as well as the visitors into CWPRS. They shall ensure that no unauthorized person(s) enter the CWPRS premises. The guards shall maintain register and the same should be produced for verification as and when demanded by CWPRS.
- 4) The security agency shall ensure that no theft / pilferage of CWPRS property takes place. Continuous patrolling in the evening and night is essential.
- 5) The security agency shall check and maintain records of incoming and outgoing stores/materials and equipment and entry/exit of all vehicles. This record shall be produced for verification on regular basis and as and when demanded by CWPRS.
- 6) The security agency shall submit report to the CWPRS Designated Officer regarding any unusual occurrence or untoward incidence immediately.
- 7) The security agency shall apprehend culprit and handover them to local police authorities, lodge FIR against him / her on behalf of CWPRS and keep close liaison with local police authorities for follow up such cases or any unauthorized act of trespassing of the premises. Handling Police cases will be the sole responsibility of the Security Agency.
- 8) The contract shall be in force for a period of two years from the date of acceptance and shall be subject to the provision of early termination herein contained.
  - a) CWPRS reserves the right of termination of the Contract with immediate effect without giving any notice, in case the Director, CWPRS is of the opinion that there is any violation of rules and regulations of Central Laws/State Laws or that Agency has committed any breach/violation of the terms and conditions of the Contract, while fulfilling security aspects.
- 9) CWPRS reserves the right of variation in contract period and the security agency is bound to continue to render their services at same wage structure and same terms and conditions as in the original agreement in the extended period also.
- 10) The CWPRS premises should be guarded by deployment of following security personnel subject to variation of man power as desired by CWPRS as and when required:
  - a) **04 Security Supervisors**
  - b) **36 Security Guards**

- 11) The security agency shall also undertake the following activities connected with the security of CWPRS:
  - a) Assistance in case of strikes/labour unrest
  - b) Render assistance in fire fighting
  - c) Any emergent situation as declared by the undersigned
- 12) The security agency will tactfully handle any dispute among the staff or with the local people and ensure the safety of CWPRS employee and their wards / family.
- 13) The security agency shall receive orders and discuss any issues from the officer In-charge Security or undersigned only for any changes in the working pattern or any other requirements.
- 14) The security agency will formulate a system of security check in consultation with Security In-charge and undersigned subject to the approval of Director, CWPRS for the same. The agency will abide above procedures and shall work within the limit of working pattern.
- 15) All the important phone numbers will be provided by CWPRS in case of emergency for contacting concerned authority. At the end of every working day, security personnel should ensure that all buildings and hangar are closed and doors are locked by contacting CWPRS nominated officers. They should also ensure switching off lights, fans, ACs, water taps etc after the office hours. No room will be opened by guards/supervisors once office is closed. It is to be opened only in the presence of authorized person/staff of CWPRS.
- 16) In no case, officers and staff of CWPRS shall be harassed with unnecessary blaming and false allegation.
- 17) The major problem is breaking of boundary wall by local people in Office / Residential Complex. Misusing the names of CWPRS staff while shifting the T&P articles / material spread on models by engaging workers provided by Contractor is also a major concern. Some common complaints in respect to CWPRS Residential Complex are as follows:
  - a) Learning of motor vehicles by outsiders
  - b) Playing on the ground by local Gundas and not allowing Colony children to play
  - c) Illegal activities in dark areas and shrubs
  - d) Roaming by taking names of any residents of colony
  - e) Making way to DSK premises and liquor shop outside the boundary by breaking CWPRS boundary wall
  - f) Harassment to guests and trainees staying at CWPRS Guest House
  - g) Disturbing the recreational programmes organized at Multipurpose Hall
  - h) Threatening residents, eve teasing and attempt to steal petrol from motor vehicles
  - i) Breaking of street lights
  - j) Gambling and consumption of liquor in public places etc.

Signature of Security Agency

Scientist-C  
Construction and Procurement Cell  
CWPRS, Khadakwasla, Pune  
For & on behalf of President of India

## **SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

### **(1) SITUATION OF SECURITY OFFICE ETC.**

- a) The security agency shall be provided with a Security Cabin, free of cost, for the purpose of co-ordination with the CWPRS Administration. An internal telephone connection will be provided in the room for co-ordination with/contacting different divisions of CWPRS. Normally, no other accommodation for rest period or stay of his personnel will be provided by CWPRS. However, quarters can be provided on payment basis, if available.

### **(2) METHOD OF SECURITY ARRANGEMENTS**

- a) The security agency will have to arrange for all the skilled and semi-skilled man power, tools such as torches, consumables articles, walkie-talkie, wireless communication system and all other services required for the job within the cost quoted in Schedule of Work. The agency will make arrangement of bicycles with their repairing cost or motor bikes with fuel for past patrolling. No separate claim by the agency shall be entertained by CWPRS for the same.

### **(3) EMPLOYMENT OF PERSONNEL**

- a) The security agency shall furnish a panel of security guards and supervisors for approval from CWPRS. The deployment of guards/ supervisor will only be out of the approved panel.
- b) Age limit of security guards / supervisors should not be more than 50 years and not less than 21 years. The ratio of ex-servicemen and civilian should preferably be maintained **60:40**.
- c) The guards/supervisors should be in a position to read and write Hindi, English and local language and should be dressed in neat and tidy uniform as described by the security agency and approved by CWPRS.
- d) All guards/supervisors provided by the security agency should be properly trained in security duties.
- e) All the guards/supervisors provided by the security agency should be got verified by the local police. A certificate to this effect will require to be submitted by the security agency shortly after taking over security services.
- f) The security agency should submit the list of security guards/ supervisors alongwith their name address, photographs, discharge book and other particulars.
- g) The security agency shall be responsible to ensure that the workmen employed by them shall be properly attired and shall abide by all normal rules of discipline and good behaviour so that their activities shall not in any way be detrimental to CWPRS. The agency will have to replace any of the guards/supervisors within 24 hours, if desired by CWPRS.
- h) The security guards/ supervisors should be of a high standard so that they appear and remain alert.

- i) The security agency will organize checks to ensure that the security staffs to be posted at the premises of CWPRS are present, alert and perform their duties properly.
- j) All supervisors/ guards of the security agency will observe the hours of work as laid down by CWPRS administration. Infringements of any kind may render the security agency liable for fine which may extend upto Rs.100/- in each case and the amount will be in addition to the penalty as specified in other clauses.

#### **(4) PAYMENT OF WAGES BY AGENCY TO THE PERSONS ENGAGED**

- a) The security agency will have to carry out all the activities and jobs described in the schedule/ scope of work and shall generally be governed by Government of Maharashtra Minimum Wages Act and Director General of Re-settlement (DGR) wage structure for considering the Basic and Variable Dearness Allowance (VDA) and norms for other allowances and other laws as may be applicable.
- b) The security agency shall comply with provisions of payment of Wages Act 1936 or any other statutory modification or re-enactment thereof or rules framed there under with regard to payment of wages to all persons employed by him under this agreement and shall indemnify CWPRS from and against any claim or prosecution/ proceeding under the Act or any Regulation as against claim made by such employee or on his behalf bear any authority. Agency should arrange weekly paid rest to the supervisor/ security guard as per P.W. Act 1936 by arranging separate rest giver for which no additional payment will be made by CWPRS.
- c) The Variable Dearness Allowance (VDA) in wage structure is revised by the DGR in accordance with the provision of Minimum Wages Act and / or change in the basic by Government of India; the same shall be applicable automatically and to be paid by CWPRS w.e.f. from the date of revision.
- d) Substitute will have to be provided by the security agency against the employee proceeding on leave.

#### **(5) RESPONSIBILITY FOR COMPLIANCE WITH THE PROVISION OF DIFFERENT ACTS AND LAWS AS APPLICABLE**

- a) The security agency agrees to ensure the compliance and observation of all the provisions of the Contract Labour (R&A) Act 1970, the Employment Provident Fund Act 1952, Workmen's Compensation Act 1923, Factories Act 1948, payment of Gratuity Act 1972, Employees State Insurance Act 1948, Payment of Bonus Act 1965 and other labour legislation as applicable to him/them or his/their employees from time to time.
- b) Statutory amendments/ revisions made by Parliament, by Acts, legislative Government orders, instructions etc. regarding statutory issues of PF, Gratuity, Bonus, Service Tax etc, wages, Labour Laws or other laws of land and Government instructions etc. shall be automatically applicable to this agreement.
- c) The security agency agrees to comply with all applicable rules and regulations under various Acts. Any failure to comply with the provision of various Acts and if the CWPRS apprehends any breach thereof, the Contract is liable for termination forthwith. The CWPRS also reserves its right to withhold the payment to the Agency on such case.

- d) The security agency will also obtain appropriate labour license under provision of contract labour in accordance with the govt. order on the subject. The labour license can be obtained from the office of the concerned Central Labour Dept. office in the State. The record thereof should be displayed / placed in the security office.
- e) The security agency agrees that the CWPRS shall be in no way responsible or liable for the payment of wages, salaries, HRA, Leave Payment, Gratuity, Bonus and other allowances, if any, as per the law or otherwise. The persons engaged by the security agency shall have no right of absorption, regularization with the CWPRS being a principal employer.
- f) In the event, security agency employees are involved in any act, which is detrimental to the interest of CWPRS, CWPRS reserve the right to ask the agency to withdraw such person(s) from the premises of the CWPRS without any advance notice to the agency in that behalf.
- g) The security agency expressly undertakes to ensure that his employees shall comply with all safety, regulations in accordance with the Factories and other Labour Acts applicable to them.
- h) The security agency agrees that it shall settle the claims expeditiously towards compensation and medical expenses in case of his employees met with an accident. CWPRS will not be held responsible for such compensation/ expenses.
- i) The security agency shall regularly make payment of contribution of the Provident Fund, Employees State Insurance Corporation, Deposit Linked Insurance Scheme and all other statutory dues that may become due or payable by the agency for the employees deployed by them and maintain all required records and present the same to the Designated Officer of CWPRS along with the monthly bills in respect of dues paid by him in previous month. If the agency fails to submit any documents along with the monthly bill, the CWPRS Administration shall have a right to withhold the payment of monthly bill until total satisfaction with regard to compliance by the agency. The agency may also ensure that all monthly payment/arrears etc. to its employees are paid through crossed cheques / e-payment and necessary mention made on the wage bill of security agency.
- j) Besides the above, local and statutory tax, if any, to be paid either by guards/ supervisors of agency is to be borne by the security agency and produce the proof thereof for record of the CWPRS administration.
- k) The security agency agrees that it will be its responsibility to settle all the legal dues of his employees on their termination and to obtain receipt from the concerned employee full and final settlement of the claims of whatsoever nature. The Agency further agrees that if any employee engaged by it raises any demand after his termination or after making full and final settlement by the agency during the period of contract in force or after expiry of the Contract, the agency will settle the same and no liability will rest upon the CWPRS.
- l) The security agency agrees that it shall settle the claims expeditiously towards compensation and medical expenses in case of his employees met with an accident.

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## **6) PROHIBITION OF INTOXICATION WHILE ON DUTY**

- a) Any guards/ supervisors of the security agency shall not be in drunken or intoxicated state while on duty by consuming alcoholic drinks/drugs etc. If any supervisors/ guards found in drunken/ intoxicated state, he will be summarily discharged from service. Moreover, the contract will also be liable for termination with penalty on which the decision of CWPRS will be final.

## **(7) RESPONSIBIITY FOR NEGLIGENCE ETC. OF EMPLOYEES**

- a) The security agency shall solely be responsible for all acts or commission/ omission of its employees. The agency shall also be responsible in the event of any theft or damage of CWPRS property during the tenure of the agreement either due to negligence or conviction of its employees and will reimburse the administration for any loss suffered by it during the period of contract.
- b) In the event of any damage or loss whatsoever caused to the CWPRS property, the officer nominated to supervise the work of security for the time being shall be empowered to have the damage or loss repaired and or recovered the amount so spent as well as that due from the imposition of penalties under other various clauses of the tender on account of any money due to the agency under this agreement or on account of any other work, executed for CWPRS by the agency or from his/ her security deposit or from monthly bill.
- c) The theft or loss of property from the protected premises, which in the judgment of Director, CWPRS or his authorized representatives, is attributed to the negligence on the part of the agency shall be made good to the CWPRS by the agency. In addition, the agency shall lodge First Information Report to the concerned police station in the event of theft or any other unusual occurrence and make all efforts to investigate the case along with the Police and take other steps in accordance with the law.
- d) The agency shall indemnify the CWPRS against any loss or damages to the property of CWPRS, any claim made by its employees against Administration or any 3<sup>rd</sup> party in event of death, fatal injury to the person or loss/ damage to the property of the CWPRS due to any reason whatsoever arising out of any act of negligence on the part of the agency or its personnel. Necessary indemnity bond on a stamp paper of Rs. 25/- (Rupees Twenty Five only) shall have to be submitted by the agency at the time of signing the agreement

## **(8) MODE OF PAYMENT**

- a) CWPRS shall pay the monthly bills as per the schedule of work and security personnel deployed, on successful and satisfactory performance, during the previous month. The security agency shall have to submit the monthly bill in triplicate addressed to the Scientist-C, Construction and Procurement Cell, CWPRS, alongwith proof for the payment and all the allowance made to the employees under this contract as per the wage register format to CWPRS every month for arranging payment. The original copy of the bill be pre-receipted and all copies be enclosed "payment receipt" and signed by the agency.
- b) Monthly bills alongwith statutory compliance documents of previous month and attendance sheet approved by CWPRS will be submitted by the security agency on monthly basis and the same will be paid by CWPRS as early as possible.

- c) Service Tax at prevailing rates on total bill amount will be included in the monthly billing and will be paid by CWPRS, if applicable. The same will be paid by the security agency to the Service Tax authority under intimation to CWPRS by producing receipt thereof.
- d) If at any time due to paucity of funds or late sanction of budget allotment, the payment could not be made by CWPRS for prolong period; the agency should be able to pay their employees for about three continuous months. CWPRS in such case will not pay any interest for late payment.
- e) A sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (10% of one month wage bill amount rounded off) has to be deposited by the security agency as Security Deposit in the form of Demand Draft vide No. \_\_\_\_\_ dated \_\_\_\_\_ with \_\_\_\_\_ Bank, \_\_\_\_\_ Branch, Pune valid upto \_\_\_\_\_, which will be released within one month after successful completion or termination of the contract. If there is any exemption, proof of certificate is required to be submitted.
- f) A sum @ 2% of the gross amount of the bill towards Income Tax and 3% Education Cess over Income Tax shall be deducted from the each running bill of the security agency. If there are any exemptions for Income Tax, the documentary evidence is to be produced and enclosed with the contract by the security agency.
- g) CWPRS shall have the right and be entitled to withhold payment of agency under this agreement in the event of any breach of the terms and conditions of the agreement by the agency. The opinion of the Director, CWPRS or his authorized representative on this aspect shall be final. No interest will be allowed on payment withheld when released.
- h) In case of absenteeism, penalty at the rate of Rs. 50/- per supervisor/ guard shall be imposed on the agency and shall be recovered from the monthly bills of the agency. This amount shall be over and above the deduction for absenteeism as per accepted rates per person per 8 hours shift.
- i) Suitable action like discharge from service of defaulter staff or termination of contract as found fit will be taken by CWPRS, if any supervisor/ guard are found absconding while on duty/ sleeping on duty/ found not alert by CWPRS. In addition, penalty of Rs. 100/- per supervisor/ guard shall be imposed on the agency and shall be recovered from the monthly bill of the agency.
- j) For settling any dispute arising out of this agreement, the decision of the Director, CWPRS, will be final. Any breach of contract conditions shall attract penal actions against the security agency and Director, CWPRS, would decide the amount of penalty to be imposed on the security agency.

#### **(9) SPECIAL CIRCUMSTANCES**

- a) In the event that the security arrangements made by the agency are not satisfactory or are inadequate, notwithstanding any of the provisions referred to above, the Director, CWPRS or his authorized representative, in the event of urgency may entrust the work of security to any person/ personnel without any intimation to the agency and the agency shall be liable for refund of such expenses incurred by CWPRS in this regard. The decision of the Director, CWPRS as regards to the satisfactory or inadequate security arrangement will be final.

- b) Any piece of item not specifically mentioned in the schedule/ scope of work but required in the system would be carried out by the agency at no extra cost to CWPRS and CPWD norms is applicable with the decision of Director, CWPRS.

#### **(10) TERMINATION OF CONTRACT**

- a) The Agreement will be valid for a period of 24 months i.e. with effect from \_\_\_\_\_ to \_\_\_\_\_, which can be terminated (with one month advance notice) by the Director, CWPRS without assigning any reason.
- b) CWPRS reserves the right of termination of the contract with immediate effect without giving any notice, in case the Director, CWPRS is of the opinion that there is any violation of rules and regulations of Central Laws/State Laws or that Agency has committed any breach/violation of the terms and conditions of the Contract, while fulfilling security aspects.
- c) If the contract is terminated, the security agency shall stop the work immediately, after handing over the security of the premises to CWPRS.
- d) The security agency agrees that it shall return materials, equipment, etc. provided to it after the completion/ termination of work assigned in good condition, failing which the CWPRS shall recover the cost of the same from any sums payable to the agency.

#### **(10) PROVISION OF VISITOR'S SLIP/ GATE PASSES**

- a) The security agency shall make provision of visitor's slip to check the trespassers and entry of unidentified person in office/ residential complex, in consultation with the Scientist-C, Construction and Procurement Cell, CWPRS or security in-charge, CWPRS or his authorized representative.
- b) The security agency has to follow instruction from the security in-charge only. Permission or pass given by any other officers /staff of CWPRS without counter signature of Security In-charge should not be entertained.
- c) Vendors, maid servants, milkmen, vehicles other than CWPRS and frequent visitors to CWPRS Campus shall not be allowed without showing valid passes issued to them.

#### **(11) SIGNING OF CONTRACT AGREEMENT**

- a) The Proprietor / Director/ Company awarded the contract should produce the following, in person, at the time of signing of the contract and the same will be verified in the office of Scientist-C, Construction and Procurement Cell, CWPRS, Pune - 24.
- Original copy of empanelment certificate
  - License of operation in the state of operation of security agency.
  - Holder of Power of Attorney/ Representative will not be allowed to sign the Agreement.
  - Other documents as specified in the tender document.

Signature of Security Agency

Scientist-C  
Construction and Procurement Cell  
CWPRS, Khadakwasla, Pune  
For & on behalf of President of India

### Schedule of Work

**Name of Work** : Providing Security Arrangements and Guarding of Property at CWPRS, Khadakwasla, Pune - 24.

**Time Limit** : Two years

Item No.	Description of Item	Quantity In Nos.	Unit	Rate ₹	Amount ₹
01	Providing security arrangement to protect the properties of CWPRS office and residential complex including the controlling of manning, mustering entry/exits, check sabotage, theft, pilferage, restraining trespassers and regular patrolling in the campus & along boundary wall/fence during day & night and to prevent any unwarranted activities and for gathering intelligence on unauthorized movement/ activities etc. all complete as per enclosed scope of work, terms and conditions of contract and as directed by CWPRS Designated Officer from time to time				
	a) Security Guard	36	Per month		
	b) Security Supervisor	4	Per month		
				Total Per Month Add Service Tax as applicable @ _____	
				Total per Month	
				Total for two years say Rs.	

Signature of Security Agency

Scientist-C  
Construction and Procurement Cell  
CWPRS, Khadakwasla, Pune  
**For & on behalf of President of India**

**Monthly Wages Structure as per Minimum Wages Act & Subsequent  
Labour Laws Inclusive of all Taxes etc.**

Name of Work : Providing Security arrangements and guarding of Property at CWPRS,  
Khadakwasla, Pune - 411024

Sr. No.	Particulars	Percentage	Security Personnel per month in ₹	
			Guard	Supervisor
1	Basic (as per DGR)			
2	VDA (as per DGR)			
3	Sub-total 1 & 2			
4	EPF	12 % of (3)		
5	EDLI/WCI	0.5 % of (3)		
6	Admin Charges	1.11 % of (3)		
7	Bonus	8.33 % of 3500		
8	Uniform outfit allowances	5 % of (3)		
9	Uniform washing allowances	3 % of (3)		
10	HRA	20 % of (3)		
11	Insurance under WCA			
12	Maharashtra Labour Welfare Fund			
13	Sub-total 3 to 12			
14	Weekly off for reliever	1/6 <sup>th</sup> of (13)		
	Paid holiday/ Leave			
	National holiday			
15	Sub-total 13 & 14			
16	Service Charges			
17	Grand total			
18	Say			

Signature of Security Agency

Scientist-C  
Construction and Procurement Cell  
CWPRS, Khadakwasla, Pune  
For & on behalf of President of India

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

1. भारत के राष्ट्रपति की ओर से निम्नलिखित कार्य के लिए केन्द्रीय लोक निर्माण विभाग के अनुमोदित एवं पात्र ठेकेदारों तथा उन ठेकेदारों से जो दूर संचार विभाग, एम.ई.एस., रेलवेज तथा राज्य लोक निर्माण विभाग की समुचित सूची में हैं, प्रतिशत दर / मद दर निविदाएं आमंत्रित की जाती हैं।

Item rate / percentage rate tenders are invited on behalf of the President of India from approved and eligible contractors of C.P.W.D. and those of appropriate list of Deptt. of Telecommunications, M.E.S., Railways and State P.W.D., for the work of

- 1.1 कार्य की अनुमानित लागत रु \_\_\_\_\_ है। तथापि, यह अनुमानित लागत मोटे तौर पर एक मार्ग निर्देश मात्र है।

The work is estimated to cost **₹1,93,74,528.00** this estimate, however, is given merely as a rough guide.

- 1.1.1 मिश्रित लागत वाली निविदा आमंत्रण सूचना को अनुमोदित करने वाला तथा मुख्य डिसिप्लिन का सक्षम प्राधिकारी, निविदाएं मंगवाने के लिए निविदा आमंत्रण सूचना का समेकन करेगा और वह उस मंडल को भी नामित करेगा जो निविदाएं आमंत्रित करने से संबंधित सभी मामलों को डील करेगा। मिश्रित निविदा के मिश्रित अनुमान की लागत को दर्शाने के साथ-साथ प्रत्येक घटक की अलग अलग अनुमानित लागत का उल्लेख भी किया जाए। निविदादाता की पात्रता, विभिन्न घटकों की लागत को मिलाकर मिश्रित अनुमानित लागत के अनुरूप होगी।

The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division, which will deal with all matters relating to the invitation of tenders.

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

- 1.2 निविदाएं केन्द्रीय लोक निर्माण विभाग के पात्र ठेकेदारों के साथ-साथ गैर-केन्द्रीय लोक निर्माण विभाग के ठेकेदारों को भी जारी की जाएंगी, बशर्ते, वे समुचित प्राधिकारी से नीचे विनिर्दिष्ट परिमाण वाले समरूप कार्यों को संतोषजनक ढंग से पूरा किए जाने संबंधी निश्चित प्रमाण प्रस्तुत करें जो सक्षम प्राधिकारी की संतुष्टी के अनुसार हों।

Tenders will be issued to eligible C.P.W.D. as well as non C.P.W.D. contractors provided they produce 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: -

निविदा कागजाद जारी करने हेतु पात्रता का मापदण्ड Criteria of eligibility for issue of tender documents

- 1.3 केवल गैर केन्द्रीय लोक निर्माण विभाग के ठेकेदारों के लिए शर्तें Conditions for non CPWD Contractors only.

- 1.3.1 रु. 25 लाख से ऊपर किन्तु रु. दो करोड़ तक की अनुमानित लागत वाले कार्यों के लिए। पिछले 7 वर्षों के दौरान कम से कम रु. \_\_\_\_\_ लाख प्रत्येक की लागत वाले तीन समरूप कार्य  
For works estimated to cost above Three similar works each costing not less than  
Rs. 25 Lakh but upto Rs.2 Crore. **₹ 77,49,811/-** during last 7 years.

1.3.2 रू. 2 करोड़ से अधिक किन्तु रू. 10 करोड़ तककी अनुमानित लागत वाले कार्यों के लिए।

For works estimated to cost above Rs. 2 Crore but upto Rs. 10 Crore

निविदाएं आमंत्रित किए जाने के माह के पूर्ववर्ती माह के अन्तिम दिन को समाप्त हुए विगत 7 वर्षों के दौरान अनुमानित लागत के 40 प्रतिशत मूल्य के तीन अलग अलग समरूप कार्य अथवा 50 प्रतिशत लागत के दो कार्य अथवा 80 प्रतिशत अनुमानित लागत वाला एक कार्य (निकटतम 10 लाख रू. तक पूर्णांक बनाया जाए)

Three similar works each of value 40% of estimated cost or two works of 50% cost or one work of 80% estimated cost (rounded off to nearest Rs. 10 Lakh) in the last 7 years ending last day of the month previous to the one in which the tenders are invited.

टिप्पणी : के.लो.नि.वि. के श्रेणी-II के वे ठेकेदार भी पात्र होंगे जो उपर 1.3.2. में विनिर्दिष्ट मानदंडों को पूरा करते हैं।  
Note: - Class-II contractors of CPWD shall also be eligible if they satisfy the criteria specified in 1.3.2 above

1.4 केन्द्रीय लोक निर्माण विभाग के साथ-साथ गैर-केन्द्रीय लोक निर्माण विभाग के ठेकेदारों के लिए शर्तें :-  
Conditions for CPWD as well as Non CPWD Contractors: -

1.4.1 10 करोड़ रुपये से अधिक की अनुमानित लागत वाले कार्यों के लिए।

For works estimated to cost above Rs. 10 Crore

निविदाएं आमंत्रित किए जाने के माह के पूर्ववर्ती माह के अन्तिम दिन को समाप्त हुए विगत 7 वर्षों के दौरान अनुमानित लागत के 60 प्रतिशत मूल्य के दो अलग अलग समरूप कार्य अथवा एक समरूप कार्य जिसकी लागत अनुमानित लागत से कम न हो (निकटतम 10 लाख रू. तक पूर्णांक बनाया जाए)

Two similar works each of value of 60% of the estimated cost or one similar work costing not less than the estimated cost (rounded off to nearest Rs. 10 Lakh) in the last 7 years ending last day of the month previous to the one in which the tenders are invited.

इस खण्ड के उद्देश्य के लिए समरूप कार्य का अर्थ है \_\_\_\_\_ के कार्य  
For the purpose of this clause 'similar work' means the works of \_\_\_\_\_

2. सफल निविदाकारों के साथ निर्धारित प्रपत्र सं के.लो.नि.वि.7/8 पर जो कि भारत सरकार के प्रकाशन के रूप में उपलब्ध है, कारर किया जाएगा, निविदाकार उक्त प्रपत्र के विभिन्न निबंधन एवं शर्तों अनुसार अपनी दरें बताएगा।

Agreement shall be drawn with the successful tenderer on prescribed Form No.C.P.W.D.7/8, which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said from which will form part of the agreement.

3. निर्माण कार्य पूरा करने के लिए अनुमत्य सम्य \_\_\_\_\_ कार्य प्रारंभ करने के लिखित आदेश की तिथि के बाद के \_\_\_\_\_ वें दिन से अथवा निविदा करगजाद में सूचित चरणों, यदि कोई हों, के अनुसार, कार्यस्थल सौंपे जाने के प्रथम दिन से, जो भी बाद में हों, होंगा।

The time allowed for carrying out the work will be from the 15th day after the date of written orders to commence the work or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

4. कार्य हेतु कार्य स्थल उपलब्ध है। The site for the work is available.

अथवा OR

कार्य हेतु कार्य स्थल नीचे लिखे अनुसार भागों में उपलब्ध करा दिया जाएगा :-

The site for the work shall be made available in parts as specified below: -

**Providing security arrangements and guarding of property at CWPRS, KDK, Pune-24**

5. प्रपत्र जारी करने हेतु आवेदन, निविदाएं खोले जाने की निर्धारित तिथि के चार दिन पूर्व सायं 4 बजे के बाद से नहीं स्वीकार

किए जाएंगे। निविदा-प्रपत्रों का निर्गम, निविदा खोले जाने की निर्धारित तिथि के तीन दिन पूर्व बंद कर दिया जाएगा।

Receipt of applications for issue of forms will be stopped by 1600 Hrs. four days before the date fixed for opening of tenders. Issue of tender forms will be stopped three days before the date fixed for opening of tenders.

रेखांक विनिर्देश, कार्य के विभिन्न वर्गों के लिए मात्राओं की अनुसूची के सहित निविदा करगजाद एवं ठेकेकी शर्तों का सैट जिनका उस ठेकेदार द्वारा अनुपालन किया जाना है, जिसकी निविदा स्वीकृत हो जाए तथा अन्य आवश्यक करगजाद

शनिवार रविवार एवं सार्वजनिक छुट्टियों को छोड़कर, प्रति दिन \_\_\_\_\_ से \_\_\_\_\_ तक 11 बजे पूर्वाह्न से 4 बजे अपराह्न के बीच \_\_\_\_\_ के कार्यालय में देखे जा सकते हैं। मानक प्रपत्र को छोड़कर, निविदा कगजाद उक्त कार्यालय से अग्र निर्दिष्ट समय के दौरान निम्नलिखित क भुगतान कर प्राप्त किए जा सकेंगे।

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the Scientist-C, Construction and Procurement Cell (CPC), CW&PRS, Pune-24 between hours of 09.30 A.M. & 4.30 P.M. from **23.03.2017** to **07.04.2017** everyday except on Saturday, Sunday and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment of the following: -

i) निविदा की लागत के तौर पर रु \_\_\_\_\_ की नकद राशी और

₹ **1,000.00** . In cash as cost of tender and

ii) ज़कद (10,000/- रु तक) / ट्रेजरी चालान रसीद / किसी अनुसूचित बैंक की सावधि जमा रसीद / किसी अनुसूचित बैंक के डिमांड ड्राफ्ट के रूप में \_\_\_\_\_ के पक्ष में देय \_\_\_\_\_ रु की बचाना राशि। यदि बचाना राशि 5 लाख रुपए से अधिक हो तो बचाना राशि का कुछ भाग बैंक गारंटी के रूप में भी स्वीकार किया जा सकता है। ऐसे मामले में, बचाना राशि का कम से कम 50 प्रतिशत (किन्तु 5 लाख रुपये से कम नहीं) या 25 लाख रु, जो भी कम हो, अग्र निर्धारित रूप में जमा करवाया जायगा। बचाना राशि की शेष रकम बैंक गारंटी के रूप में भी स्वीकार्य है।

Earnest Money of ₹ **3,87,491/-** in cash (up to Rs.10,000/-) / Receipt, Treasury Challan/Deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of **Pay and Accounts Officer, CWPRS, Kdk, Pune**. When amount of earnest Money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money (but not less than Rs.5 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in shape prescribed above. For balance amount of earnest money, bank guarantee will also be acceptable.

6. निविदाएं जो हमेशा मुह्रबंद लिफाफे में रखी जानी चाहिए तथा उन लिफाफों पर कार्य का नाम लिखा जाना चाहिए \_\_\_\_\_ द्वारा तारीख \_\_\_\_\_ से 2.30 बजे सायं तक प्राप्त की जाएंगी और उसी दिन 3.00 बजे सायं उनके द्वारा या उनके प्राधिकृत प्रतिनिधि द्वारा अपने कार्यालय में खोली जाएंगी। Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelopes, will be received by the Scientist-C, Construction and Procurement Cell (CPC), CW&PRS, Kdk, Pune - 411024 up to **02.30 P.M.** on **11.04.2017** and will be opened by him or his authorised representative in his office on the same day at **03.00 P.M.**

7. ठेकेदार, स्वीकृत पत्र जारी होने के पश्चात निर्धारित दिनों के भीतर निविदा राशि के 5 (पांच) प्रतिशत के बराबर अप्रति संहर्षणीय निष्पादन गारंटी बंधपत्र प्रस्तुत करेगा जो निर्धारित फॉर्म के अनुसार किसी अनुसूचित बैंक या भारतीय स्टेट बैंक के रूप में या रोक्ड में या सरकारी प्रतिभूति, सावधिक जमा रसीद के रूप में होगी। इस अवधि को भारसाधक अभिचंता द्वारा ठेकेदार के लिखित अनुरोध पर अधिकतम निर्धारित दिनों की अवधि तक आगे बढ़ाया जा सकता है।

The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed or in cash or in the form of Govt. security, fixed deposit receipt etc., as in the case of recovery of security deposit within prescribed number of days of the issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of prescribed number of days on written request of the contractor.

8. कार्य का ब्यौरा इस प्रकार है :

The description of the work is as follows:

### **Providing security arrangements and guarding of property at CWPRS, KDK, Pune-24**

निविदाकारों द्वारा जांच के लिए कार्यों से संबंधित अन्य नक्शों तथा कगजादों की प्रतियां उपर्युक्त अधिकारी के कार्यालय में खोली जाएंगी।

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

निविदाकारों को सलाह दी जाती है कि वे निविदा प्रस्तुत करने के पहले कार्यस्थल एवं उसके आस पास की जगह, जमीन की प्रकृति एवं अनमूदा (जहां तक व्यवहार्य हो), कार्यस्थल का रूप एवं प्रकृति, कार्यस्थल तक पहुँचने के साधन, स्थान जो उन्हें चाहिए उसका निरीक्षण व जाँच कर लें तथा जोखिम, आकरिमकता एवं अन्य परिस्थितियों से, जो निविदा को प्रभावित कर सकती हैं, संबंधित आवश्यक जानकारी स्वयं प्राप्त कर, सन्तुष्ट हो लें। यह माना जाएगा कि निविदाकार को कार्यस्थल के बारे में पूरी जानकारी है, चाहे उसने इसका निरीक्षण किया हो या नहीं, तथा बाद में किसी भी अन्व



बार्तो के लिए कोई अतिरिक्त प्रभार अनमत्त्व नहीं होगा। कार्य निष्पादन हेतु सभी प्रकार की सामग्री, औजार एवं संयंत्र जल, बिजली लाने के साधन, कमगारों के लिए सुविधाएं तथा अन्य अपेक्षित सेवाओं का प्रबंध करने तथा उनके रख रखाव का उत्तरदायित्व स्वयं निविदाकार का होगा जब तक अन्यथा विशेष रूप से करार में इसका उल्लेख न किया गया हो। निविदाकार द्वारा निविदा प्रस्तुत करना यह सूचित करता है कि उसने इस सूचना एवं अन्य सभी करार-दस्तावेजों को पढ़ लिया है तथा उसे किए जाने वाले कार्य का अभिप्राय एवं विनिर्देशों, शर्तों व दरें जिन पर सरकार द्वारा उन्हें सामान, औजार एवं संयंत्र आदि दिए जाएंगे तथा स्थानीय स्थितियों और अन्य कारक जो कार्य में निष्पादन पर प्रभाव डालें, के बारे में पूरी जानकारी है।

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tolls & 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. Submissions of a tender by a tenderer 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

- सक्षम प्राधिकारी भारत के राष्ट्रपति की ओर से न्यूनतम या किसी अन्य निविदा को स्वीकार करने के लिए अपने आप को आबद्ध नहीं करते हैं और प्राप्त हुई किसी भी निविदा या सभी निविदाओं को बिना कारण बताए अस्वीकार करने का अधिकार अपने पास सुरक्षित रखते हैं। ऐसी सभी निविदाओं को जिनमें विहित शर्तें पूरी नहीं की गई हों अथवा निविदाकार द्वारा सशर्त छूट दिए जाने सहित किसी शर्त को रखा गया हो, अस्वीकार कर दिया जाएगा।

The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

सक्षम प्राधिकारी के पास यह अधिकार भी सुरक्षित है कि वह ऐसे केन्द्रीय सरकार उद्यमों, केन्द्रीय सरकारी उद्यमों के संयुक्त उद्यमों जिनकी इच्छिती में सरकार उद्यम की भागीदारी 51 प्रतिशत या उससे अधिक हो, को उद्धृत मूल्य, न्यूनतम मूल्य के 10 प्रतिशत के अन्तर्गत होने पर और अन्य बातें समान होने पर 31-03-2005 तक प्राप्त होने वाली निविदाओं/निरखों में न्यूनतम वैद्य बोली पर क्रय में अधिमानता दे सकता है बशर्ते कि उनकी अनुमानित लागत 5 करोड़ रुपये या उससे अधिक हो।

The competent authority also reserves its right to allow to the Central Government public sector enterprises, joint venture with CPSE holding 51% equity or more, a purchase preference with reference to the lowest valid price bid where the quoted price is within 10% of such lowest price in a tender other things being equal in case of tenders/quotations whose date of receipt is upto 31.05.2005, subject to the estimated cost being of Rs. Five crores and above.

जो सरकारी उद्यम क्रय अधिमानता का फायदा उठा रहे हैं, वे लागत में बढ़ोतरी आदि होने पर पर्याप्त जुर्माना राशि के लिए उत्तरदायी होंगे।

The Public Enterprises who avail benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.

- निविदाओं के मामले में किसी भी प्रकार का प्रत्यक्ष या अप्रत्यक्ष प्रेरण का पूर्णतया निषेध है तथा उन ठेकेदारों की निविदाएं, जो प्रेरण का सहारा लेंगे, अस्वीकार कर दी जाएंगी।

Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

- सक्षम प्राधिकारी भारत के राष्ट्रपति की ओर से पूरी निविदा या उसके किसी भाग को स्वीकार करने का अधिकार अपने पास सुरक्षित रखते हैं तथा निविदाकार कथित दर पर निष्पादन के लिए बाध्य होगा।

The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

- ठेकेदार को के.लॉ.नि.वि. परिमंडल में, (जो ठेके देने और उसके निष्पादन के लिए उत्तरदायी है) जिसमें उसका नजदीकी रिश्तेदार मंडल लेखाकार या अधीक्षण इंजीनियर एवं कनिष्ठ इंजीनियर (दोनों को मिलाकर) की श्रेणियों के बीच किसी भी हैसियत के अधिकारी के रूप में तैनात हो, कार्यों के लिए निविदा देने की आज्ञा नहीं होगी। वह उन व्यक्तियों के नामों की भी सूची देगा जो किसी भी हैसियत में उसके साथ कार्य कर रहे हों या जिन्हें उसके द्वारा बाद में भर्ती किया गया हो तथा जो केन्द्रीय लोक निर्माण विभाग या शहरी विकास मंत्रालय में कार्यरत किसी राजपत्रित अधिकारी के नजदीकी रिश्तेदार हों। यदि ठेकेदार इस शर्त को भंग करेगा तो उसका नाम इस विभाग की ठेकेदारों की अनुमोदित सूची से हटा दिया जाएगा।

The contractor shall not be permitted to tender for works in the CPWD Circle (responsible for award and execution of contracts) in which his near relative is posted as 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.

13. भारत सरकार के किसी विभाग इंजीनियरी या प्रशासनिक कर्षों में लगे हुए राजपत्रित रैंक के किसी अन्य राजपत्रित अधिकारी को सरकारी नौकरी से सेवा मुक्त होने पर दो साल तक भारत सरकार की पूर्व लिखित अनुमति बिना ठेकेदार की हैसियत से काम करने की अनुमति नहीं है। यदि किसी समय यह पाया गया कि ठेकेदार या उसका कोई कर्मचारी, ऐसा व्यक्ति है जिसने निविदा प्रस्तुत करने से पहले या ठेकेदार की सेवा में लगने के पहले भारत सरकार से अनुमति नहीं ली थी, तो यह ठेका रद्द किया जा सकता है।

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 two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

14. कर्षों के लिए निविदा, निविदाओं के खुलने की तारीख से 60 दिन तक स्वीकृति हेतु खुली रहेगी। यदि कोई निविदाकार उक्त अवधि के पहले या स्वीकृति पत्र जारी होने के पहले, जो भी पहले हो, से पहले अपनी निविदा वापिस ले लेता है या निविदा की शर्तों और निबंधनों में कोई संशोधन करता है, जो विभाग को स्वीकर्ष नहीं है, तो सरकार किसी अन्य अधिकारी या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उमर किए गए उल्लेख के अनुसार उक्त धरोहर राशि 50 प्रतिशत जब्त करने के लिए स्वतंत्र होगी।

The tender for the works shall remain open for acceptance for a period of sixty days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, which-ever is earlier, or makes any modifications in the terms and conditions of the tender 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.

15. यह निविदा आमंत्रण सूचना, करार दस्तावेज का एक हिस्सा होगी। सफल निविदाकार/ठेकेदार, स्वीकर्षकर्ता प्राधिकारी द्वारा निविदा स्वीकर किए जाने के बाद कर्ष प्रारंभ किए जाने की निर्धारित तिथि से 15 दिनों के भीतर निम्नलिखित को शामिल करते हुए संविदा पर हस्ताक्षर करेगा:-

This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/ contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of: -

क) निविदा आमंत्रण सूचना, अतिरिक्त शर्तों सहित सभी कगजाद, विनिर्देश एवं नक्शे, यदि कोई हों, जो निविदा आमंत्रण के समय निविदा के रूप में जारी किए गए हों तथा इस बारे में किए गए किसी पत्राचार सहित इसकी स्वीकृति।

- a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

ख) मानक के.लो.नि.वि. प्रपत्र संख्या 7/8

b) Standard C.P.W.D. Form 7/8

16. मिश्रित संविदाओं के लिए  
For Composite Tenders

- 16.1.1 निविदाकार को स्वयं समुचित श्रेणी के ऐसे अभिकरण से जुड़ा होना चाहिए जो अन्य घटकों के लिए अलग-अलग निविदा देने की पात्रता रखते हों।

The tenderer must associate with himself agencies of the appropriate class eligible to tender for the other components individually.

- 16.1.2 निविदाकार के लिए यह अनिवार्य होगा कि वह सभी घटकों के निविदा दस्तावेजों (मात्रा अनुसूची, शर्तें तथा विशेष शर्तें आदि) पर हस्ताक्षर करे।

It will be obligatory on the part of the tenderer to sign the tender document for all the components. (The schedule of quantities, conditions and special conditions etc.)

16.1.3 कर्ष प्रदान करने के पश्चात् ठेकेदार को संबंधित अधिकारी के साथ प्रत्येक घटक के संबंध में अलग-अलग करार करने होंगे।

After the work is awarded, the contractor will have to enter into separate agreements for each component with the officer concerned.

16.2 मुख्य घटक का प्रभारी कार्यपालक इंजीनियर मिश्रित कर्ष के लिए निविदाएं आमंत्रित करेंगे। निविदा दस्तावेज की लागत तथा बचाना राशी का निर्धारण मिश्रित निविदा की मिश्रित अनुमानित लागत के आधार पर किया जाएगा। प्रत्येक घटक के लिए प्रतिभूति निक्षेप की गणना कर्ष के संबंधित घटक की अनुमानित लागत के अनुरूप अलग-अलग की जाएगी। बचाना राशी, कर्ष के मुख्य घटक के प्रतिभूति निक्षेप का हिस्सा बन जाएगी।

Scientist-C, Construction and Procurement Cell, CWPRS of the major component will call tenders for the composite work. The cost of tender document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite tender. Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major component of work.

16.3 सक्षम प्राधिकारी द्वारा मिश्रित निविदा को स्वीकारे जाने के पश्चात् बड़े घटक वाला प्रभारी कार्यपालक इंजीनियर भारत के राष्ट्रपति की ओर से कर्ष प्रदान करने संबंधी पत्र जारी करेगा। कर्ष प्रदान करने संबंधी पत्र में इस बात का साफ - साफ उल्लेख किया जाएगा कि ठेकेदार को कर्ष के विभिन्न घटकों के संबंध में, संबंधित डिस्प्लेन से जुड़े अधिकारियों (पदनाम का उल्लेख करते हुए) के साथ अलग-अलग करार निष्पादित करने होंगे।

On acceptance of the composite tender by the competent authority, the letter of award will be issued by Scientist-C, Construction and Procurement Cell, CWPRS of the major component on behalf of the President of India, making it clear in the letter of award that the contractor will have to execute separate agreements for different components of work with the concerned officers of the respective discipline (Designation to be given).

मंडल / उप मंडल अधिकारी के हस्ताक्षर  
Signatures of Divisional Officer / Sub-Divisional Officer  
भारत के राष्ट्रपति के लिए और उनकी ओर से  
For & on behalf of President of India

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

राज्य STATE CIRCLE	MAHARASHTRA	परिमंडल
शाखा BRANCH	CW&PRS	मंडल DIVISION
अंचल ZONE DIVISION	PUNE - 24	उपमंडल
कर्यों के लिए प्रतिशत दर / मद दर निविदा एवं संविदा		
Percentage Rate Tender / Item Rate Tender & Contract for Works		

**(अ) कार्य के लिए निविदा :**

Tender for the work of:- **Providing security arrangements and guarding of property at CWPRS, KDK, Pune-24**

(i) क) दिनांक \_\_\_\_\_ को \_\_\_\_\_ बजे \_\_\_\_\_  
\_\_\_\_\_ के कार्यालय में प्रस्तुत की जानी है।

To be submitted by 14.30 hours on **11.04.2017** to Scientist-C, Construction and Procurement Cell (CPC), CW & PRS, Pune-2

(time) (date)

(ii) ख) उन निविदाकारों के समक्ष खोली जाएगी जो दि \_\_\_\_\_ को \_\_\_\_\_ बजे \_\_\_\_\_  
\_\_\_\_\_ के कार्यालय में उपस्थित रहेंगे।

To be opened in presence of tenderers who may be present at 1500 hours on **11.04.2017** in the Office of **Scientist-C, Construction and Procurement Cell (CPC), CWPRS, Pune -24**

सेवा में प्रेषित Issued to: M/s.

(ढेकेदार) (Contractor)

कगजाव जारी करने वाले अधिकारी के हस्ताक्षर :

Signature of officer issuing the documents \_\_\_\_\_

पद Designation \_\_\_\_\_

जारी करने की तारीख Date of Issue: \_\_\_\_\_

## निविदा TENDER

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

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

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

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

हम निविदा को इसके प्रस्तुत किए जाने की अन्तिम तारीख से 60 दिन के लिए खुला रखने तथा इसकी शर्तों एवं निबंधनों में किसी प्रकार का परिवर्तन न करने के लिए सहमत हैं।

We agree to keep the tender open for sixty (60) days from the due date of submission thereof and not to make any modifications in its terms and condition.

रु. \_\_\_\_\_ की धनराशि, धरोहर राशि के रूप में नकद/ट्रेजरी चालान रसीद/अनुसूचित बैंक की मांग जमा रसीद/अनुसूचित बैंक की सावधी जमा रसीद/अनुसूचित बैंक के डिमांड ड्राफ्ट के रूप में जमा करायी जा चुकी है। यदि मैं/हम निर्धारित निष्पादन गारंटी को निर्धारित समग्र अवधि में प्रस्तुत करने में असफल रहते हैं, तो मैं/हम यह मंजूर करते हैं कि भारत के उक्त राष्ट्रपति या उनके कार्यालय के उत्तराधिकारी किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि जब्त करने के लिए पूर्णतया स्वतंत्र होंगे। इसके अलावा, यदि मैं/हम विनिर्दिष्ट कर्ष प्रारंभ करने में असफल रहते हैं, तो मैं/हम यह मंजूर करते हैं कि भारत के राष्ट्रपति या उनके कार्यालय के उत्तराधिकारी कानून में उपलब्ध किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि, तथा निष्पादन गारंटी जब्त करने के लिए पूर्णतया स्वतंत्र होंगे अन्यथा उक्त धरोहर राशि निविदा कगजात के अनुसार उसमें निहित शर्तों व निबंधनों के अनुसार कर्षों के निष्पादन एवं आदिष्ट विचलनों के अनुसूची 'च' में वर्णित प्रतिशत से अनधिकतम निविदा प्रपत्र के खंडों 12.2 व 12.3 में निहित प्रावधानों के अनुसार निश्चित की जाने वाली दरों पर उस सीमा से अधिक के विचलनों के करने के लिए उनके द्वारा प्रतिभूति-निक्षेप के रूप में रोक ली जायेगी।

A sum of ₹ 3,87,491/- has been deposited in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that president of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

मैं/हम, एतद्वारा घोषणा करते हैं कि मैं/हम निविदा कगजातों, नक्शों और कर्ष से संबंधित अन्य अभिलेखों को गुप्त/गोपनीय कगजात के रूप में रखेंगे और उनसे प्राप्त/ली गई जानकारी किसी अन्य को, मैं/हम सूचित करने के लिए प्राधिकृत हों, से भिन्न किसी को, नहीं बतायेंगे या जानकारी को किसी ऐसे रूप में प्रयोग नहीं करेंगे जो राज्य की सुरक्षा के लिए प्रतिकूल हो।

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

तारीख Dated \_\_\_\_\_ अनुसंधान से सेवा के हस्ताक्षर Signatures of Contractor डाक पता Postal Address

साक्षी Witness:

पता Address:

उपजीविका Occupation:

## स्वीकृति ACCEPTANCE

मैं भारत के राष्ट्रपति के वी ओर से तथा उनके लिए रु. \_\_\_\_\_ (रुपए \_\_\_\_\_) की राशि के लिए उपर्युक्त निविदा (अधीलिखित पत्रों के अनुसार परिवर्तित) स्वीकर करता हूँ।

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

नीचे दिए गए पत्र इस ठेका करार का हिस्सा होंगे।

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

- i)
- ii)
- iii)

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

हस्ताक्षर Signatures \_\_\_\_\_

तारीख Dated \_\_\_\_\_

पदनाम Designation \_\_\_\_\_

**अनुसूचियां SCHEDULES****अनुसूचि 'क' SCHEDULE 'A'**

मात्राओं की अनुसूचि (संलग्न)

Schedule of quantities (Enclosed)

**अनुसूचि 'ख' SCHEDULE 'B'**

ठेकेदार को निर्गत की जाने वाली सामग्रियों की अनुसूचि

Schedule of materials to be issued to the contractor

क्रम सं. S.No.	मद विवरण Description of item	मात्रा Quantity	जिस दर पर सामग्रियां ठेकेदार को प्रभारित होगी वह दर अंकों एवं शब्दों में Rates in figures & words at which the material will be charged to the contractor	निर्गत स्थान Place of Issue
1	2	3	4	5
	As per the schedule attached			

**अनुसूचि 'ग' SCHEDULE 'C'**

ठेकेदार को भाडे पर दिए जाने वाले औजार एवं संयंत्र

Tools and plants to be hired to the contractor

क्रम सं. S.No.	विवरण Description	भाडा प्रभार प्रतिदिन Hire charges per day	निर्गत स्थान Place of Issue
1	2	3	4
	NIL		

**SCHEDULE 'D' & 'E' : Deleted****अनुसूचि 'च' SCHEDULE 'F'**

ठेके की सामान्य शर्तों का संदर्भ

Reference to General Conditions of contract.

कार्य का नाम

Name of work: **Providing security arrangements and guarding of property at CWPRS, KDK, Pune-24**

कार्य की अनुमानित लागत Estimated cost of work : ₹ 1,93,74,528.00

i) धरोहर राशि Earnest Money :

₹ 3,87,491.00

ii) निष्पादन गारंटी Performance Guarantee

निविदित्त मूल्य का 5 प्रतिशत 5% of tendered value

iii) प्रतिभूति निक्षेप Security Deposit

निविदित्त मूल्य का 5 प्रतिशत 5% of tendered value

**सामान्य नियम एवं दिशानिर्देश :****General Rules & Directions:**

निविदा आमंत्रण करने वाला प्राधिकारी

Officer inviting tender

: Scientist-C, Construction and Procurement Cell (CPC)

C.W.&amp; P.R.S

वर्क की मर्दों की मात्रा के लिए अधिक्त्तम प्रतिशत जिससे अधिक निष्पादित मर्दों के लिए दरें व्व निर्धारण स्वण्ड 12.2 और 12.3 के अनुसार ह्येगा निम्नानुसार

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

see below

**परिभाषाएं Definitions :**

2(v) भारसाधक इंजीनिचर : Scientist-C, Construction and Procurement Cell (CPC)

2(viii) स्वीक्त्तर कर्त्ता प्राधिक्त्तरी  
Accepting Authority : Scientist-C, Construction and Procurement Cell (CPC)

2(xii) विभाग  
Department CW & PRS., Pune - 24

9 ii) मानक के .लो.नि.वि. ठेक्क फर्म \_\_\_\_\_ संशोधित और शोधित के .लो.नि.वि. फर्म 7/8  
Standard CPWD contract Form CPWD form 7/8 as modified & corrected upto date.

**स्वण्ड Clause 1**

- i) स्वीक्त्त पत्र जारी होने की तारीख से निष्पादन गारंटी के प्रस्तुतीकरण के लिए अनुमत समय, दिनों में \_\_\_\_\_ दिन
- i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days \_\_\_\_\_ days
- ii) उपर्युक्त i) में दी गई अवधि के पश्चात अधिक्त्तम अनुमेय एक्स्टेंशन, दिनों में \_\_\_\_\_ दिन
- ii) Maximum allowable extension beyond the period provided in i) above in days \_\_\_\_\_ days

Authority for fixing compensation under clause 2.

Director, CWPRS, Pune



## खण्ड Clause 2

खण्ड 2 के तहत प्रतिक्र निश्चित करने वाला प्राधिकारी

## खण्ड 2 क / Clause 2 A

क्या खण्ड 2 क लागू होगा

हां / नहीं

Whether Clause 2A shall be applicable

Yes / No

## खण्ड Clause 5

कार्य आरम्भ की तारीख की गणना के लिए स्वीकृत

पत्र जारी होने की तारीख से दिनों की संख्या

\_\_\_\_\_ दिन

Number of days from the date of issue of letter

of acceptance for reckoning date of start.

\_\_\_\_\_ days

लक्ष्य नीचे दी गई सारणी के अनुसार Mile stones(s) as per table given below :-

## लक्ष्य (मील-पत्थर) सारणी / Table of Mile Stone(s)

क्रम सं. S.No.	लक्ष्य का विवरण (वास्तविक) Description of Milestone (Physical)	अनुमत्य समय दिनों में (कार्य आरम्भ की तारीख से) Time Allowed in days (from date of start)	लक्ष्य प्राप्त न होने की स्थिति में रोकी जानेवाली राशि Amount to be with-held in case of non achievement of milestone
1.			
2.			
3.			
4.			
5.			
6.			

या OR

क्रम सं. S.No.	वित्तीय प्रगति Financial Progress	अनुमत्य समय Time Allowed (कार्य आरम्भ की तारीख से) (from date of start)	लक्ष्य प्राप्त न होने की स्थिति में रोकी जानेवाली राशि Amount to be with-held in case of non achievement of milestone
1.	1/8 वां भाग (सम्पूर्ण कार्य का) 1/8 <sup>TH</sup> (of whole work)	1/4 वां भाग (सम्पूर्ण कार्य का) 1/4 <sup>TH</sup> (of whole work)	जैसा कि चल भुगतानों से निर्धारित किया गया है आवश्यक प्रगति न होने की स्थिति में, प्रत्येक लक्ष्य असफल होने पर कार्य के निविदित्त मूल्य का एक प्रतिशत रोक दिया जाएगा  In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each milestone.
2.	3/8 वां भाग (सम्पूर्ण कार्य का) 3/8 <sup>TH</sup> (of whole work)	1/2 वां भाग (सम्पूर्ण कार्य का) 1/2 (of whole work)	
3.	3/4 वां भाग (सम्पूर्ण कार्य का) 3/4 <sup>TH</sup> (of whole work)	3/4 वां भाग (सम्पूर्ण कार्य का) 3/4 <sup>TH</sup> (of whole work)	
4.	सम्पूर्ण Full	सम्पूर्ण Full	

कार्य निष्पादित करने के लिए अनुमत्य समय / Time allowed for execution of work.

Two years

अकार्य पूरा करने के लिए उचित और तार्किक समय वृद्धि देने वाला प्राधिकारी

Authority to give fair and reasonable extension of time for completion of work

## खण्ड Clause 7

अंतरिम भुगतान के लिए पात्र होने के लिए अंतिम ऐसे भुगतान के बाद कुल भुगतान

एकत्रित सामग्रियों के अग्रिमों के समाचोजन सहित किया जाने वाला कुल कार्य

Gross work to be done together with net payment/adjustment of advances

or material collected, if any, since the last such payment for being eligible to interim payment.

## खण्ड Clause 10CC

खण्ड 10 गग उन संविदाओं पर लागू होगा जिसमें कार्य समापन की अवधि, अगले काल में दर्शाई गई अवधि से अधिक अनुबंधित है।  
Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column

\_\_\_\_\_ महीने  
\_\_\_\_\_ months

**खण्ड Clause 11**

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

CPWD specification

**खण्ड Clause 12**

12.2. & 12.3 विचलन सीमा जिसके परे खण्ड 12.2

तथा 12.3 भवन निर्माण कार्य के लिए लागू होंगे

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work

12.5

वह विचलन सीमा जिसके परे खण्ड 12.2

तथा 12.3 नीचे कार्य के लिए लागू होंगे

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work

**खण्ड Clause 16**

घटी हुई दर निर्धारित करने के लिए सक्षम प्राधिकारी

Competent Authority for deciding reduced rates.

**Director, CWPRS, Pune**

अनुसंधान के माध्यम से सेवा  
Service Through Research

## **1.0 GENERAL CONDITIONS**

- 1.1 The intending tenderers should visit the site and satisfy themselves about the site conditions, soil strata, availability of water, availability of materials, their transportation, traffic restrictions, local byelaws & regulations, local conditions and availability of services required for execution of work. No claim whatsoever shall be entertained for lack of such information, which the tenderer is expected to have. **Contractors are binding for General Conditions of Contract for Central PWD Works.**
- 1.2 The intending tenderers are requested to go through the architectural drawings mentioned in the tender documents. These drawings are available in the office of the Scientist-C, CPC, CW&PRS, Kdk, Pune-24. The architectural drawings show the type of building to be constructed, number of storeys and other architectural features. No claim whatsoever shall be entertained for lack of information on this account, which the tenderer is expected to have.
- 1.3 The rates for all items of work shall unless clearly specified otherwise either in the Schedule of items or in the CPWD Specifications include cost of all the labour, materials and other inputs involved in the execution of the item.
- 1.4 Rate for every work to be done under this contract shall for all lifts, leads, heights, depths, lengths and widths except when specially mentioned otherwise either in the schedule of items or in the CPWD Specifications and nothing extra will be paid on this account.
- 1.5 The contractor shall make his own arrangements for obtaining electric connections if required and make necessary payments directly to the department concerned.
- 1.6 The tender should not quote unnecessary conditions contradicting the general conditions and particular specifications given in the tender, as such conditions, apart from being not agreed to can lead to rejecting of the tender.
- 1.7 The work shall be executed and measured as per metric dimensions given in the schedule of quantities drawings etc. The F.P.S. units wherever indicated are for guidance only.
- 1.8 Wherever an reference to any Indian Standard Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued thereto or revisions thereof, if any upto the date of receipt of tenders.
- 1.9 Deleted
- 1.10.1 The contractor should submit the tentative programme of work within 15 days from the date of start of work. However, the contractor shall have to work according to the programme, decided by the Engineer in charge.
- 1.10.2 The contractor shall also construct a sample unit complete in all respect within the time specified by the Engineer-in-charge before mass construction is taken up. No extra claim whatsoever beyond the payment due at agreement rates will be entertained from the contractor on his account.
- 1.10.3 Samples shall be prepared before starting particular items of work for prior approval of the Engineer-in-charge and nothing extra will be payable on this account.

- 1.11.1 The work shall be carried out in accordance with the architectural drawings and structural at drawings. The structural and architectural drawings shall have to be properly co-related before executing the work.
- 1.11.2 In case on any discrepancy in the item given in the schedule of quantities appended to the tender and the architectural drawings, the former shall prevail.
- 1.11.3 In case of any difference noticed between architectural and structural drawings, final decision in writing of the Engineer-in-Charge shall be obtained by the Contractor.
- 1.12.1 The work of water supply, internal sanitary installations and drainage work etc. shall be came out as per local bye-laws of Municipality/Corporation/local body and the contractor shall produce necessary completion certificate from such Authorities after completion of the work.
- 1.12.2 The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges, which he may be liable.
- 1.12.3 He contractor shall comply with the provisions of any Government acts, which relates to the work and to the regulations and laws of any local authorities. The contractor shall give all notice required by the said acts, laws etc. & pay all fees payable to such authorities and allow for those contingencies, cost of restorations etc. and all other fees payable to the local authorities.
- 1.13 Deleted
- 1.14.1 Tender rates are inclusive of all taxes and levies payable under the respective statues. However, pursuant to the constitution (Forty six Amendment) Act, 1982, if any further tax of levy is imposed by statute after the date of receipt of tenderers and the contractors' thereupon necessarily and properly pay such taxes and levies the contractor shall be reimbursed the amount so paid provide such payment, if in opinion of Director, CWPRS, whose decision shall be final and binding, is not attributable to delay in execution of work within the control of the Contractor. **Contractors should quote the rates both in figures and in words. If there is any discrepancy the rates quoted in words will be considered.**
- 1.14.2 The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary any shall allow, inspection of the same by a duly authorize representatives of Government and further shall furnish such other information / documents as the Engineer-in-charge may require.
- 1.14.3 The contractor shall within a period 30 days of imposition of any further tax or levy pursuer to the constitution Forty Sixth Amendment Act. 1982 give written notice thereof the Engineer-in-Charge that the same is given pursuant to this condition, together, with all necessary information relating thereto.
- 1.14.4 Rates quoted shall be inclusive of the Sales Tax Act/turnover Tax livable by Government of Maharashtra as per their Act, Maharashtra Act No. XXXVI-89, an act to levy and collect on the tax on the transfer of property in goods involved in the execution of works contact in State of Maharashtra and nothing extra will be payable on that account.
- 1.15.1 For the proposed recording measurements and preparing Account bills the abbreviated nomenclature indicated in the publications abbreviated nomenclature of item of Delhi Schedule Rates 1997 (bilingual) shale be accepted. The abbreviated nomenclations shall be taken to cover all the materials and operations as per complete nomenclature of the relevant items in the agreement and other relevant specifications.

- 1.15.2 In case of items for which abbreviated be nomenclature not available in the above cited publication and also in case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreement, the full nomenclature of items shall be reproduced in the measurement books and bill forms for running account bill.
- 1.15.3 The full nomenclature to the items shall be adopted in preparing abstract of final bill in the measurement book and also the bill form for final bill.
- 1.16. The contractor shall take instructions from the Engineer-in-charge for stacking of materials in any place. No excavated earth or building material shall be stacked on areas where over buildings, roads; services of compound walls are to be constructed.
- 1.17. Any damage to work resulting from rains or from any other causes until the work is taken over by Department after Completion of work shall be made good by the contractor, at his own cost.
- 1.18. The site being very congested, land may not be provided at the site of work for construction of labour hutments the contractor shall make his own arrangements to provide accommodation for labuor. No claim whatsoever will be entertained in this regard.
- 1,19 All incidental charges of any kind what ever including cartage, storage, cutting and wastage shall be borne exclusively by the contractor and nothing extra shall paid him on this account.
- 1.20 The rates of all items of work shall unless clearly specified otherwise include cost of all labour materials and in puts involved with execution of the works.

## **PRE CONTRACT INTEGRITY PACT**

**Ref : MOWR OM NO. 11/23/2011-IFD dt.20.09.2011**

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on -day of the month of \_\_\_\_\_, between, on one hand, the President of India acting through Scientist-C, Construction and Procurement Cell (CPC), of the officer, Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_ \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores / Equipment / Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company / Government undertaking / partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any Influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto agree to enter into this Integrity Pact and agree as follows:

### Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BUDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(S) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prime facie found to be
- 3 correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealing related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceeding under the contract would not be stalled.

#### Commitments of BIDDERS

- 4 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 4.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4\* BIDDERS shall disclose the name payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiation or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract of impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any persona acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling tender.

The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount ₹ **3,87,491/-** ( to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments.

- (i) Bank Draft or a Pay Order in favour of **Pay and Accounts Officer, CWPRS, Kdk, Pune-24**



- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RPF)

5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

## 6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER (s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments. Already made by the BUYER, along with the interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance bond incase of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

## 7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 8. Independent Monitors

8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Name and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at CWPRS, Pune-24 on \_\_\_\_\_.

SCIENTIST-C  
CONSTRUCTION AND PROCUREMENT CELL  
CWPRS, KDK, PUNE-24

BIDDER  
CHIEF EXECUTIVE OFFICER

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

\* Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

**DECLARATION BY THE SECURITY AGENCY**

I / we hereby declare that:

We have thoroughly gone through the Document issued to us and have acquainted ourselves with the various terms and conditions included therein.

We have also familiarized ourselves with the site conditions necessary to assess the work involved. We have made a study of the enclosed Terms & Conditions, Scope of Work, Minimum Wages Structure and Schedule of Work.

If the contract is awarded to us we will serve with \_\_\_\_ Security Guards and \_\_\_\_ Security Supervisors. The rates quoted by us include the cost of all activities to be done as outline in the Document.

I/we therefore solemnly affirm that rates quoted by me/us in this contract are based on the knowledge as certified above.

Signature & seal of the Security Agency-----