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Name of work:- **“Supplying, Installation, Testing & Commissioning of Solar Photo Voltaic Power Generation System in NSTI Building Panipat.”**

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N.I.T. No. **33/KCED/2021-22/Karnal 06/SE/2021-22/Karnal/Recall** is approved for  
**Rs. 59,99,500/-**

**Assistant Engineer -(E)**

**EXECUTIVE ENGINEER (E),  
KCED, CPWD, Karnal**

**Assistant Engineer (E)  
O/o SE, CPWD, Karnal**

**Superintending Engineer-Karnal,  
CPWD, Karnal**

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING  
PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE**

The Executive Engineer (E), Karnal Central Electrical Division, CPWD, 208-D, HSIIDC, Industrial Area, Sec-3, Karnal-132001 (Ph. 0184-2220460, Email- cpwdknl@yahoo.in) on behalf of President of India Re-invites the online Percentage Rate Tender for the following work in **Two bid system** (i.e. Eligibility cum Technical Bid and Price Bid) from the specialized agencies who fulfills the following eligibility criteria.

| S<br>r<br>·<br>N<br>o | NIT<br>No.  | Name of work &<br>Location  | Estimate cost<br>put to bid in<br>Rupees | Earnest<br>Money<br>in<br>Rupees | Period<br>of<br>Compl<br>etion | Last date &<br>time<br>of submission<br>of bid, original<br>EMD, copy of<br>receipt for<br>deposition of<br>original EMD<br>and other<br>documents as<br>specified. | Time<br>&<br>date<br>of onlin<br>e open<br>ing of<br>Eligi<br>bility<br>cum Tech<br>nical<br>bid | Time &<br>date of<br>online<br>opening<br>of price<br>bid |
|-----------------------|---|---|--|----------------------------------|--------------------------------|---|--|---|
| 1                     | 2   | 3   | 4  | 5                                | 6                              | 7   | 8  | 9   |
| 1                     | 33/KCED/2021-22/Karnal<br>06/SE/2021-22/Karnal/Recall | Supplying,<br>Installation, Testing<br>& Commissioning of<br>Solar Photo Voltaic<br>Power Generation<br>System in NSTI<br>Building Panipat. | Rs. 59,99,500/-                          | Rs. 1,19,990/-                   | 20 days                        | On 19/02/2022   | On 19/02/2022  | To be intimated later                                     |

1. The intending bidders should fulfil the following eligibility criteria:-

- a) Should have successfully completed the similar works as mentioned below during the last seven years ending previous day of last date of submission of bids.

Three similar works each of value not less than **Rs. 2399800/-** only (each installation of not less than 40 kWp)

or

Two similar works each of value not less than **Rs. 35,99,700/-** only (each installation of not less than 60 kWp)

or

One similar work value not less than **Rs. 4799600/-** only (each installation of not less than 80 kWp)

**Similar work shall means:- “Supply, Installation, Testing and Commissioning of Solar Photo Voltaic Power Generation System”.** (The values of executed works shall be brought to

current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to previous day of last day of submission of bids.)

2. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
3. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
4. Information and Instructions for bidders posted on website shall form of bid document.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website [www.tenderwizard.com/CPWD](http://www.tenderwizard.com/CPWD) or [www.cpwd.gov.in](http://www.cpwd.gov.in) free of cost.
6. The bid can only be submitted after **deposition of original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer CPWD within the period of bid submission** and uploading the mandatory scanned documents such as Demand Draft or Pay-order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of **Executive Engineer (E), Karnal Central Electrical Division, CPWD, Karnal as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer, CPWD** and other documents as specified.

The contractors already registered on the e-tendering portal will have option to continue by paying tender processing fee upto one year from the date of registration, or to switch over to (new) registration without tender processing fee any time. All new registrations from 01-04-2015 will be without tender processing fee.
7. Those contractors not registered on website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
8. The intending bidders must have valid Class-III digital signature to submit the bid.
9. On opening date of the financial bid, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
10. Contractor can upload documents in the form of JPG format and PDF format.
11. **The tender consists of 2 parts:**
  - i) Eligibility cum Techno-Commercial bid
  - ii) Price bid
12. The Eligibility cum Techno Commercial bid shall be opened first. The Price bid shall be opened of those agencies only whose Eligibility cum Techno commercial bid is found in order as per NIT.
13. The time and date of opening of financial bid of contractors qualifying the Eligibility cum Techno-Commercial bid shall be communicated to them at a later date.
14. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many tenders are received satisfying the laid down criterion.
15. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink color and the moment rate is entered, it turns sky blue.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0".

Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

However, if a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in Percentage Rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

16. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) within the period specified in Schedule F. The letter of award shall be issued to the lowest contractor only on receipt of applicable labour licenses, registration with EPFO, ESIC and BOWC Welfare Board or on submitting the proof of applying thereof. No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable is received from the contractor by the Engineer-in-Charge.
17. In terms of OM No. DG/CON/255A dated 10.08.2011, it shall be mandatory to sign the Integrity Pact by the bidder failing which bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected in case of manual tendering. However; where e-tendering is followed, Integrity Pact of the bid document shall be signed between EE in-charge of Division and the successful bidder after acceptance of the bid.



**List of Documents to be scanned and uploaded on due date and time mentioned above:**

|        |   |
|--------|---|
| (i)    | Treasury Challan/ Demand Draft / Pay Order or Banker's Cheque / Fixed Deposit Receipts/ Deposit at Call Receipt / Bank Guarantee of any scheduled bank against EMD.   |
| (ii)   | Copy of receipt for deposition of original EMD <i>with division office of any Executive Engineer including NIT issuing EE, CPWD.</i>  |
| (iii)  | EPFO, ESIC, BOCW Welfare Board, PF Nos., labour License if available otherwise the letter of award shall be issued to lowest bidder only on receipt of copy of Labour license, Registration with EPFO, ESIC, BOCW Welfare Board and PF Nos. or submitting the proof of applying for these thereof along with P.G.   |
| (iv)   | GST registration Certificate of the State in which the work is to be taken up, if already, obtained by the bidder.<br>If, the bidder has not obtained GST registration in the State in which the work is to be taken up, or as required by GST authorities, then in such a case the bidder shall scan and upload the following undertaking along with other bid documents.<br>"If work is awarded to me, I/We shall obtained GST Registration Certificate of the State, in which work is to be taken up, within one month from the date of receipt of award letter or before release of any payment by CPWD, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by CPWD or GST Department in this regard." |
| (v)    | Certificate of Work Experience.   |
| (vi)   | Duly filled & signed Annexure-1,2 & 3.  |
| (vii)  | Any other document as specified in the NIT.   |
| (viii) | Contractor's Electrical License   |
| (ix)   | Valid Enlistment order of the CPWD contractors in appropriate class in composite category. If not, bidders have to upload the:-   |
| a)     | Financial information. (for last five years, duly certified by C.A) (Form – A)  |
| b)     | Solvency Certificate. (for value of 40% of Estimated Cost put to tender) (Form-B)   |

**ASSISTANT ENGINEER (E)**  
**KCED, CPWD, Karnal**

**EXECUTIVE ENGINEER (E),**  
**KCED, CPWD, Karnal**

**CENTRAL PUBLIC WORKS DEPARTMENT  
CPWD-6 FOR e-TENDERING**

|   |  |   |
|---|--|---|
| <br>सत्यमेव जयते | <b>GOVERNMENT OF INDIA<br/>CENTRAL PUBLIC WORKS<br/>DEPARTMENT</b> | <br>CPWD |
|---|--|---|

1. The Executive Engineer (E), Karnal Central Electrical Division, CPWD, 208-D, HSIIDC, Industrial Area, Sec-3, Karnal-132001 (Ph. 0184-2220460, Email- cpwdknl@hotmail.com) on behalf of President of India Re-invites the online Percentage Rate Tender for the following work in Two bid system (i.e. Eligibility cum Technical Bid and Price Bid) from the specialized agencies who fulfill the eligibility criteria as specified in the NIT.

**“Supplying, Installation, Testing & Commissioning of Solar Photo Voltaic Power Generation System in NSTI Building Panipat.”**

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

- 1.1 The work is estimated to costs **Rs. 59,99,500/-** This estimate, however, is given merely as a rough guide.
- 1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. **Executive Engineer (E), Karnal Central Electrical Division, CPWD, Karnal** will deal with all matters relating to the invitation of bids.
- ~~1.1.2 For bid, besides indicating the combined estimated 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 bid.~~
- 2 Agreement shall be drawn with the successful bidder on prescribed **Form No. CPWD 8** which is available as a Govt. of India Publication and also available on website **www.cpwd.gov.in**. Bidder shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 3 The time allowed for carrying out the work will be **20 days** from the date of start as defined in Schedule ‘F’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
- 4 (i) The site for the work is available.
- (ii) ~~The architectural and structural drawings shall be made available in phased manner, as per the requirement of the same, as per approved programme of completion submitted by the contractor after award of work.~~
- 5 The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can also be seen from website **www.tenderwizard.com/CPWD** or **www.cpwd.gov.in** free of cost.
- 6 After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of tender as notified.
- 7 While submitting the revised bid, contractor can revise the rate of one or more item(s) any

number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.

- 8(a) Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of **Executive Engineer, Karnal Central Electrical Division, CPWD, Karnal**) shall be scanned and uploaded to the e-Tendering website within the period of bid submission.  
**The original EMD should be deposited either in the office of Executive Engineer (E) inviting bids or division office of any Executive Engineer, CPWD, within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT.**  
**This receipt shall also be uploaded to the e-tendering website by the intending bidder up to the specified bid submission date and time.**
- 8(b) Copy of enlistment order and certificate of work experience and other documents as specified in the NIT shall be scanned and uploaded to the e-tendering website within the period of bid submission. **However, certified copy of all the scanned and uploaded documents as specified in NIT shall have to be submitted by the lowest bidder only within a week from the date of opening of the price bid physically in the office of tender opening authority.**  
Online Bid Documents submitted by intending bidders shall be opened only of those bidders, **whose original EMD deposited with any division of CWPD and other documents scanned and uploaded are found in order.**  
The bid documents shall be opened at (to be intimated later).
9. The bid submitted shall become invalid if:-
- The bidder is found ineligible.
  - The bidder does not deposit original EMD with division office of any Executive Engineer, CPWD.
  - The bidder does not upload all the documents (including GST registration and acknowledgement of upto date filed return) as stipulated in the bid document **including the copy of receipt of deposition of original EMD.**
  - If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted **physically by the lowest bidder** in the office of tender opening authority.
  - If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in Item Rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- 10 In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.
11. The contractor whose bid is finally accepted will be required to furnish performance guarantee of 3% (Five Percent) of bid amount within the period specified in Schedule F. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the bidder fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the



contractor. The earnest money deposited along with the tender shall be returned after receiving aforesaid performance guarantee.

The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses / registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and progress) within the period specified in Schedule “F”.

12. Intending bidders 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 bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent upon any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

In addition to the above, bidders are to be advised to see for themselves the bridges existing on the approach passage to the site for assessing the position with regard to carriage of building materials and T&P, Nothing extra shall be payable to the successful bidder for any type of existing restricted conditions with regards.

13. 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.
14. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to tender for works in the CPWD Circle Office 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.
17. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the 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.
18. **The bid for the works shall remain open for acceptance for a period of Thirty (30) days from the date of opening of bid.** If any bidder withdraws his bid before the said period or issue

of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.

19. This notice inviting bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign contract consisting of: -

a) The Notice Inviting bid, all the documents including Special Conditions, General Specifications/ Additional Specifications/ Particular Specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

b) Standard **C.P.W.D. Form 8** (GCC for CPWD Works 2014) amended upto last date of submission of bid.

**21. For Composite Bids**

~~21.1.1 The EE in charge of the Division of the major component will call bids for the composite work. The cost of bid document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite tender.~~

21.1.2 The bid document will include following components:

**PART-A:** CPWD-6, CPWD form - 8 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2014 with all amendments/modifications upto date of submission of bid.

**PART-B:** General/ Special Conditions, Particular Specifications to major component (Civil) of the work.

**Part C:** - Schedule A to F for minor component of the work. (SE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components) General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

~~**Part D:** - Schedule of quantities for Civil work.~~

**Part D:-** Schedule of quantities for E&M component(s) of the work.

~~21.1.3 The bidders must associate himself, specialized agency as per eligible criteria for work of SITC of VRV/VRF type Air Conditioning System~~

21.1.4 The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work.

~~22.1.5 After acceptance of the bid by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's in charge of minor components. One such signed set of agreement shall be handed over to EE in charge of minor components. EE of major component will operate **Part A, Part C and Part D of the agreement. EE in charge of minor component(s) shall operate Part B & Part D of the agreement.**~~

~~21.1.6 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.~~

21.1.7 Security Deposit will be worked out separately for each component corresponding to the tendered amount of the respective component of works.

~~21.1.8 The main contractor has to associate agency(s) for work of VRV/VRF type Air Conditioning System conforming to eligibility criteria as defined in the tender document and has to submit~~



detail of such agency(s) to Engineer in charge within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer in charge of major component(s).

~~21.1.9 In case the main contractor intends to change any of the above agency/ agencies during the operation of the contract, he shall obtain prior approval of respective Engineer in charge/ DDH of the agreement. The new agency/ agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer in charge of respective discipline is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.~~

~~21.1.10 The main contractor has to enter into agreement with contractor(s) associated by him for execution of audio/ video system. This agreement must contain terms and conditions of payment between the main contractor and associate contractor. Copy of such agreement shall be submitted to EE (Elect.), in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement/MoU with the new contractor associated by him with prior approval of Engineer in charge concern.~~

~~21.1.11 Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer in charge of the discipline of minor component directly to the main contractor.~~

~~21.1.12A. The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of composite work shall be recorded by Engineer in charge of major component after record of completion certificate of all other components.~~

~~21.1.13B. Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass and paid the final bill for their component of work.~~

~~22. It will be obligatory on the part of the bidder to sign the bid documents for all components before the first payment is released.~~

~~23. In case of reduction in scope of work no claim on account of reduction in value of work, loss of expected profit, consequential overheads etc shall be entertained.~~

**24. List of Documents to be scanned and uploaded on due date and time mentioned above:**

|        |   |
|--------|---|
| (i)    | Treasury Challan/ Demand Draft / Pay Order or Banker's Cheque / Fixed Deposit Receipts/ Deposit at Call Receipt / Bank Guarantee of any scheduled bank against EMD.   |
| (ii)   | Copy of receipt for deposition of original EMD <i>with division office of any Executive Engineer including NIT issuing EE, CPWD.</i>  |
| (iii)  | EPFO, ESIC, BOCW Welfare Board, PF Nos., labour License if available otherwise the letter of award shall be issued to lowest bidder only on receipt of copy of Labour license, Registration with EPFO, ESIC, BOCW Welfare Board and PF Nos. or submitting the proof of applying for these thereof along with P.G.   |
| (iv)   | GST registration Certificate of the State in which the work is to be taken up, if already, obtained by the bidder.<br>If, the bidder has not obtained GST registration in the State in which the work is to be taken up, or as required by GST authorities, then in such a case the bidder shall scan and upload the following undertaking along with other bid documents.<br>"If work is awarded to me, I/We shall obtained GST Registration Certificate of the State, in which work is to be taken up, within one month from the date of receipt of award letter or before release of any payment by CPWD, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by CPWD or GST Department in this regard." |
| (v)    | Certificate of Work Experience.   |
| (vi)   | Duly filled & signed Annexure-1,2 & 3.  |
| (vii)  | Any other document as specified in the NIT.   |
| (viii) | Contractor's Electrical License   |
| (ix)   | Valid Enlistment order of the CPWD contractors in appropriate class in composite category. If not, bidders have to upload the:-   |
| a)     | Financial information. (for last five years, duly certified by C.A) (Form – A)  |
| b)     | Solvency Certificate. (for value of 40% of Estimated Cost put to tender) (Form-B)   |

## 25. Receipt of deposition of original EMD

Receipt No. \_\_\_\_\_ dated \_\_\_\_\_

|    |                                 |   |  |
|----|---------------------------------|---|--|
| 1. | Name of work                    | : | <b>“Supplying, Installation, Testing &amp; Commissioning of Solar Photo Voltaic Power Generation System in NSTI Building Panipat.”</b> |
| 2. | NIT No.                         | : | <b>33/KCED/2021-22/Karnal/Re-call</b>  |
| 3. | Estimated Cost                  | : | <b>Rs 59,99,500/-</b>  |
| 4. | Amount of Earnest Money Deposit | : | <b>Rs. 1,19,990/-</b>  |
| 5. | Last date of submission of bid  | : | <b>19/02/2022</b>  |

(\*To be filled by / EE at the time of issue of NIT and uploaded alongwith NIT)

1. Name of Contractor :
2. Form of EMD : .....#
3. Amount of original Bank guarantee as Earnest Money Deposit : .....#
4. Date of submission of EMD : .....#

Signature, Name and Designation of EMD  
receiving Officer (EE/AE(P)/AE/AAO)  
alongwith Office Stamp

**CPWD FORM NO.7**  
**GOVERNMENT OF INDIA**  
**CENTRAL PUBLIC WORKS DEPARTMENT**

STATE: Haryana  
BRANCH: E&M

Circle: KCC  
DIVISION: KCED, Karnal

**PERCENTAGE RATE TENDER & CONTRACT FOR WORKS**

**(A) Tender for the work of: -**

***“Supplying, Installation, Testing & Commissioning of Solar Photo Voltaic Power Generation System in NSTI Building Panipat.”***

- i) to be submitted/uploaded online by **15:00 PM** on **19/02/2022** through website **www.tenderwizard.com/CPWD** or **www.cpwd.gov.in** to **Executive Engineer (E) Karnal Central Electrical Division, CPWD, Karnal.**
- ii)
- iii) To be opened online in presence of tenderers who may be present at **(to be intimated later)** in the office of **Executive Engineer (E) Karnal Central Electrical Division, CPWD, Karnal.**

**T E N D E R**

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

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule ‘F’, viz. Schedule of Quantities and in accordance in all respects with the Specifications / Special conditions, Designs, Drawings and instructions in writing as referred to in this tender document and with such materials as are provided for, by and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **(30) thirty Days** from the date of opening of tender and not to make any modifications in its terms and conditions.

A sum of **Rs 1,19,990/-** is hereby forwarded in Cash / Receipt Treasury Challan / FDR/ Deposit at Call Receipt of a Scheduled Bank/ FDR of a Scheduled Bank / Demand Draft of a Scheduled Bank/ Bank guarantee issued by a schedule 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 successor 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 the 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 & 12.3 of the tender form. **Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.**

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

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

|                                    |   |                               |   |
|------------------------------------|---|-------------------------------|---|
| Dated: <input type="text"/>        | } | Signature of Contractor ..... | } |
| Witness: - <input type="text"/>    |   | Postal Address: - .....       |   |
| Address: - <input type="text"/>    |   |                               |   |
| Occupation: - <input type="text"/> |   |                               |   |
|                                    |   | Telephone No.                 |   |
|                                    |   | Fax:-                         |   |
|                                    |   | E-Mail:-                      |   |

### **ACCEPTANCE**

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

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

For & on behalf of the President of India.

- i)
- ii)
- iii)
- iv)

Signature

Dated: - .....

Executive Engineer

To be filled in by the Executive Engineer

To be filled in by the contractor

## SCHEDULES (A to F)

### **SCHEDULE 'A'**

Schedule of quantities - As per Sheet Nos.....

Estimated Cost put to tender - Rs. 59,99,500/-

### **SCHEDULE 'B'**

Schedule of materials to be issued to the contractor

| S.No. | Description of item.<br>Place of<br>issue | Quantity. | Rate in figures & words<br><br>at which the material will<br><br>be charged to the contractor |
|-------|---|-----------|---|
| (1)   | (2)                                       | (3)       | (4)   |
|       |   |           | (5)   |
|       |   | NIL       |   |

### **SCHEDULE 'C'**

Tools and plants to be hired to the contractor

| S.NO. | DESCRIPTION.<br>PLACE OF ISSUE | HIRE CHARGES<br><br>PER DAY |
|-------|--------------------------------|-----------------------------|
|       |                                | NIL                         |

### **SCHEDULE 'D'**

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

NIL

### **SCHEDULE 'E'**

Reference to General Conditions of Contract: General Conditions of contract 2020 for CPWD works amended up to date of submission of tender.

1.1 Name of Work:

**“Supplying, Installation, Testing & Commissioning of Solar Photo Voltaic Power Generation System in NSTI Building Panipat.”**

1.2 Estimated Cost of work: -

**Rs. 59,99,500/-**

1.3 Earnest Money: -

**Rs. 1,19,990/- (To be returned on receipt of performance guarantee)**

1.4 Performance Guarantee

**3.00% of tendered value**

1.5 Security Deposit

**2.50% of tendered value.**

## **SCHEDULE 'F':-**

### **General Rules & Directions:-**

Officer Inviting Tender

Executive Engineer,  
Karnal Central Electrical Division, CPWD, Karnal

### **Definitions:-**

2(i) Engineer-In-Charge

Executive Engineer (E), Karnal CED, CPWD,  
Karnal.

2(ii) Accepting Authority

Superintending Engineer, KCC, CPWD, Karnal.

2(iii) Percentage on cost of materials and  
Labour to cover all overheads and  
Profits

15%

2(iv) Standard Schedule of Rates

DSR 2018(E&M), Delhi Schedule of Rates 2019  
for Solar PV System upto date

2(v) Department

Central Public Works Department

2(vi) Standard CPWD Contract Form

GCC 2020 and **CPWD Form 7** as amended/  
modified up to the date of submission of tender.

### **Clause-1:**

(i) Time allowed for submission of  
Performance guarantee after date  
Of issue of letter of acceptance

**07 days**

(ii) Maximum allowable extension with  
late fee @0.1% per day of the  
Performance guarantee amount beyond  
the period provided in (i) above

**03 days**

### **Clause-2:**

Authority for fixing compensation  
Under Clause 2

Superintending Engineer  
Karnal Central Circle, CPWD, KNL

### **Clause – 2A:**

Whether clause-2A shall be  
Applicable.

Not applicable

### **Clause-5:**

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

**10 days**

Mile Stone

Refer Para (A) Table of Milestones

Time allowed for execution of work

**20 days**

### **Authority to decide**

Extension of time  
for completion of work.

Executive Engineer (E), Karnal CED, CPWD,  
Karnal.



**Clause-6, 6A:-**

Clause applicable- (6 or 6A):-

Clause 6

**Clause-7:-** Gross work to be done together  
 With net payment / adjustment of  
 Advances for material collected,  
 If any, since the last such payment  
 For being eligible to interim payment

**Rs. 15 lacs****Clause-7A:-**

Regarding applicability of labour laws:-  
 Related to labour license, registration of  
 Contactor with EPFO, ESIC and BOCW  
 Welfare board

**Yes, Applicable****Clause-10A:-****NA****Clause-10-B (ii).**

Whether clause 10-B (ii) shall be  
 applicable

**Not, Applicable****Clause-10C:-**

**Component of labour expressed  
 as percentage of value of work**

**25%****Clause 10 CA****N/A**

| Materials covered under this clause: | Nearest material ( <b>other than cement, reinforcement bars and structural steel</b> ) for which All India Whole sale Price Index to be followed | Base Price of the materials covered under 10 CA. (January, 2016) |
|--------------------------------------|--|--|
| <b>Nil</b>                           | <b>Nil</b>   | <b>Nil</b>   |
|                                      |  |  |
|                                      |  |  |
|                                      |  |  |

**Clause-10-CC: -**

Not Applicable.

Component of Materials of Civil work (except  
 materials covered under clause 10CA)

Nil

Component of Labour expressed as %age  
 of total value of work-----

25%

Component of POL expressed as %age of total  
 value of Civil work

NIL

**Clause-11:-** Specifications to be followed for  
 execution of work.

**C.P.W.D. Specifications for Elect. Work  
 & for Solar PV System upto date.**

**Clause-12:-** Type of Work:**Original Work**

- 12.2 & 12.3 Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work in superstructure. 100%
- 12.5 (i) Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation works (except items mentioned in earth work Sub-Head in DSR and related items) NA
- (ii) Deviation limit for items in Earth work Sub-head of DSR and related items NA
- Clause-16:-** Competent Authority for Deciding reduced rates. Superintending Engineer, Karnal Central Circle, CPWD, KNL
- Clause 18:-** List of mandatory machinery, tools & plants to be deployed by the Contractor at site As required for timely execution of work

**Clause-25:**

| Constitution of Dispute Redressal Committee (DRC)  | Component Authority to appoint DRC            |
|--|---|
| DRC shall constitute one Chairman and two members. | Chief Engineer or Additional Director General |

**Clause-36 (i): Requirement of Technical Representative(s) and Recovery Rates**

| Sl. No. | Minimum Qualification of Technical Representative | Discipline | Designation  | Minimum Experience | Number | Rate at which recovery shall be made from contractor in the event of non deployment. |                                 |
|---------|---|------------|--|--------------------|--------|--|---------------------------------|
|         |   |            |  |                    |        | Figures  | Words                           |
| 1.      | Graduate Engineer or Diploma Engineer             | Elect.     | Project Manager cum Planning/ quality Site/ Billing Engineer | 2Years or 5Years   | 1 No.  | Rs. 15000/- Per Month  | Rs. Fifteen Thousand Per Month. |

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

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

**Clause 42:-**

- ~~i) a) Schedule / Statement for determining theoretical quantity of cement & bitumen with amendments upto the date of submission of tender.~~ As per Delhi Schedule of Rates 2014
- ~~ii) Variations permissible on theoretical quantities.~~
- ~~a) Cement for works with estimated cost~~ 2% plus / minus.

|    |  |                                       |
|----|--|---------------------------------------|
|    | put to tender for more than ` 5 Laes.  |                                       |
| b) | Steel Reinforcement and structural steel sections for each diameter, section and category. | 2% plus / minus.                      |
| c) | All other materials.   | Nil.                                  |
| d) | Bitumen for all work.  | 2.5% Plus only and NIL on minus side. |

#### RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

| S.No. | Description of item | Rates in figures and words at which recovery shall be made from the contractor |   |
|-------|---------------------|--|---|
|       |                     | Excess beyond Permissible Variation  | Less use from the permissible variation |
|       |                     |  |   |

**TABLE OF MILE STONE(S)**

**Name of work: “Supplying, Installation, Testing & Commissioning of Solar Photo Voltaic Power Generation System in NSTI Building Panipat.”**

**Time Period allowed for Completion of Work: - 20 days.**

**Para (A) In Physical/Financial Terms: -**

| S. NO. | DESCRIPTION OF MILESTONE (PHYSICAL)                | TIME ALLOWED IN DAYS (FROM THE DATE OF START) | AMOUNT TO BE WITH-HELD IN CASE OF NON-ACHIEVEMENT OF MILESTONE. |
|--------|--|---|---|
| 1.     | Delivery of Solar PV Module & inverter etc at site | 15 days                                       | 1%  |
| 2.     | Installation of Solar PV Structure.                | 20 days                                       | 1%  |
| 3.     | Synchronization/ Installation of complete system   | 25 days                                       | 1%  |
| 4.     | Testing & commissioning of Complete work.          | 30 days                                       | 1%  |
|        |  |   |   |

**GUIDELINES REGARDING SIGNING OF INTEGRITY PACT BY THE BIDDER AT THE  
TIME OF SUBMISSION OF BID (Vide No. DG/CON/255A dated 10.08.2011)**

**Sub: Clarification regarding Introduction of Integrity Pact introduced vide OM No. CON 255 dated 23.05.2011**

A new provision of Integrity Pact (IP) was introduced in GCC-2010 vide OM No. CON/255 dt. 23.05.2011. In the OM it is mentioned that at the time of submission of bid, it shall be mandatory to sign the pact by the bidder failing which the bidder will stand disqualified from the tendering process and such bid would be summarily rejected.

Some field Units has raised their doubts regarding submission of duly signed Integrity Pact by the bidder at the time of submission of bid. In this regard it is clarified that:-

1. Submission of duly signed Integrity Pact by the bidder is applicable in case of manual tendering where e-tendering is not followed.
2. In case of manual tendering Executive Engineer should sign the first page addressed to the intending bidder at the time of issue of tender form and before submission of the bid, each bidder shall sign IP at respective places and submit the bid. If duly signed IP is not submitted by the bidder, such bid shall not be considered.
3. In case of e-tendering, Integrity Pact shall be treated in the same manner as other components of the bid document. In e-tendering, the intending bidder does not sign any document physically and entire bid document is submitted through digital signature. Since IP is a part of bid document no separate physical submission is required with other documents to be submitted in the office of tender opening authority. In addition to other component of bid document, the Integrity Pact along shall also be signed between Executive Engineer and successful bidder after acceptance of bid.

## INTEGRITY PACT

To,

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

Sub: NIT No. **33/KCED/2021-22/Karnal, 06/SE-Karnal/2021-22/Karnal/Recall** for the work:  
**“Supplying, Installation, Testing & Commissioning of Solar Photo Voltaic Power Generation System in NSTI Building Panipat.”**

Dear Sir,

It is here by declared that CPWD is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

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

Yours faithfully

Executive Engineer



## **INTEGRITY PACT**

To,  
Executive Engineer,  
.....,  
.....

Sub: Submission of Tender for the work of: **“Supplying, Installation, Testing & Commissioning of Solar Photo Voltaic Power Generation System in NSTI Building Panipat.”**

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the  
Bidder)

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

## **INTEGRITY AGREEMENT**

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

### **BETWEEN**

President of India represented through Executive Engineer, .....,

(Name of Division)

CPWD, ....., (Hereinafter referred as the

(Address of Division)

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

**AND**

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

through ..... (Hereinafter referred to as the

(Details of duly authorized signatory)

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

### **Preamble**

WHEREAS the Principal / Owner has floated the Tender (NIT No.

.....) (hereinafter referred to as **“Tender/Bid”**) and intends to award, under laid down organizational procedure, contract for

.....  
(Name of work)

hereinafter referred to as the **“Contract”**.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as **“Integrity Pact”** or **“Pact”**), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

### **Article 1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

## **Article 3: Consequences of Breach**

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

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

#### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

#### Article 7- Other Provisions

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

#### Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal/Owner)

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

WITNESSES:

1. ....

(signature, name and address)

2. ....

(signature, name and address)

Place: