



PRASARBHARATI
(INDIA'S PUBLIC SERVICE BROADCASTER)
CIVIL CONSTRUCTION WING:AKASHWANI

APPROVEDNIT

NITNo. 58/EE(C)MHPD/NBH/2024-25/08

Name of Work: Replacement of damaged paneling of MSR and painting of MSR & 5th floor Studio side corridors at NBH, New Delhi.

ESTIMATED COST : Rs.1,86,154/-

EARNEST MONEY : Rs. 3,723/-

SECURITY DEPOSIT : 2.5% of running as well as final bill/value Of work

PERFORMANCE GUARANTEE : 5% of tendered value.

TIME ALLOWED FOR COMPLETION: 01 (One) Month.

Certified that this approved NIT contains pages 01 to 36 only excluding this cover page.

Assistant Engineer (C) NBH

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NIT No- 58/EE(C)MHPD/NBH/2024-25/08

Name of Work: Replacement of damaged paneling of MSR and painting of MSR & 5th floor Studio side corridors at NBH, New Delhi.

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The NIT is approved for **Rs. 1,86,154/- (Rupees One Lac Eighty Six Thousand One Hundred Fifty Four Only).**

Assistant Engineer(C) NBH

PRASAR BHARATI
(INDIA's PUBLIC SERVICE BROADCASTER)
CIVIL CONSTRUCTION WING
AKASHWANI

Notice inviting e- tender

The Assistant Engineer (Civil) NBH, Civil Construction Wing, Akashwani, "C" Wing Tower, Broadcasting House, New Delhi-110001, invites on behalf of President of India online item rate e-tenders from approved and eligible contractors of CPWD and those of appropriate list in the **Building Category** of BSNL, MES, Railways, Department of Post and PSUs / any State Govt. in India, upto **1100 hrs on 17.03.2025** for the following work.

| No. | NIT No. | Name of work & Location | Estimated cost put to bid | Earnest Money | Period of Completion | Last date & time of submission of EMD | Last date & time of submission of bid | Time & date of opening of bid |
|-----|---|--|------------------------------|---------------------|-------------------------|---|---|--------------------------------------|
| 1. | <u>58/EE(C)</u> <u>MHPD/NBH/</u> <u>2024-25/08</u> | Replacement of damaged paneling of MSR and painting of MSR & 5th floor Studio side corridors at NBH, New Delhi. | Rs. 186,154.00 | Rs. 3,723.00 | 01 (One) Month | 13.03.2025 upto 05.00 pm | 17.03.2025 upto 11.00 am | At 11.30 am on 17.03.2025 |

For further details, log on to <https://prasarbharati.eproc.in>

Assistant Engineer(C) NBH

PRASAR BHARATI
“INDIA’S PUBLIC SERVICE BROADCASTER”
AKASHWANI: CIVIL CONSTRUCTION WING
INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID
DOCUMENT AND TO BE POSTED ON WEBSITE

The Assistant Engineer (Civil) NBH, Civil Construction Wing, Akashwani, “C” Wing Tower, Broadcasting House, New Delhi-110001, invites on behalf of President of India online item rate e-tenders from approved and eligible contractors of CPWD and those of appropriate list in the **Building Category** of BSNL, MES, Railways, Department of Post and PSUs / any State Govt. in India, upto **1100 hrs on 17.03.2025** for the following work.

Name of Work: Replacement of damaged paneling of MSR and painting of MSR & 5th floor Studio Side corridors at NBH, New Delhi.

| S. No | NIT No. | Name of work & Location | Estimated cost put to bid | Earnest Money | Period of Completion | Last date & time of submission of EMD | Last date & time of submission of bid | Time & date of opening of bid |
|-------|---|--|---------------------------|---------------------|-----------------------|---------------------------------------|---------------------------------------|----------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 1 | <u>58/EE(C)</u> <u>MHPD/NBH</u> <u>/2024-25/08</u> | Replacement of damaged paneling of MSR and painting of MSR & 5th floor Studio side corridors at NBH, New Delhi. | Rs. 186,154.00 | Rs. 3,723.00 | 01 (One) Month | 13.03.2025 upto 05.00 pm | 17.03.2025 upto 11.00 am | At 11.30 am on 17.03.2025 |

1. Condition for CPWD as well as non CPWD Contractors:

- (a) Should have satisfactorily completed the works as mentioned below in last Seven years ending **previous day of last date of submission of bids.**

Three similar works each costing not less than Rs. **0.74 Lacs** or two similar works each costing not less than Rs. **1.12 Lacs** or one similar work costing not less than Rs. **1.49 Lacs.**

“Similar work” shall mean “the Building maintenance works and A/R & M/O civil works (scanned copies of work experience certificates are to be uploaded at the time of submission of bid).

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid.

- (b) To become eligible for issue of bid for the above referred NIT / Name of work, the bidders shall have to furnish an affidavit on non judicial stamp paper of Rs. 100/- duly notarized as under:

(NIT No. / The name of the work shall appear on front page of the Affidavit and notarization shall be done after the date of online publicity of this tender as under:

NIT No- **58/EE(C)MHPD/NBH/2024-25/08**

Name : **Replacement of damaged paneling of MSR and painting of MSR & 5th floor**
of work : **Studio Side corridors at NBH, New Delhi.**

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

2. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
3. Information and Instructions for bidders posted on website shall form part of bid document.
4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://prasarbharati.eproc.in> in free of cost.
5. The bid can only be submitted after **depositing Processing Fee in favour of M/s. C1 INDIA Private Limited** and Deposition of original EMD, either in the office of Executive Engineer (Civil), CCW, Akashwani, MHPD, New Delhi or concerned Sub Division within the period of EMD 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 receipt and Bank Guarantee of any Scheduled bank towards EMD in favour of **("PB,BCI, EE(C), MHPD, CCW, Akashwani, New Delhi")** receipt for deposition of original EMD either in the office of Executive Engineer (Civil), CCW, Akashwani, MHPD, New Delhi or concerned Sub Division within the period of EMD submission and other documents as specified. The FDR shall be accepted only if it is valid for a period of Six months or more after date of opening of the tender.
6. **Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.**
7. The intending bidder must have valid class-III digital signature to submit the bid.
8. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
9. The price bid shall be opened after verifying the documents. However, bidders shall have no option to submit the revised price bid, if so, desired by them. The price bid submitted earlier shall remain valid and opened on due date.
10. Contractor can upload documents in the form of **PDF** and **ZIP** format.
11. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.

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

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

12. The contractor shall quote rates including work contract tax, GST, other taxes, Cess and levies, nothing extra shall be paid over quoted rates. However, Contractor shall submit to the department the GST compliant tax invoice along with running /final account bills.

13. Receipt of Deposition of EMD :

(Receipt No...().... / date...(**)...)**

Name of Work: Replacement of damaged paneling of MSR and painting of MSR & 5th floor Studio Side corridors at NBH, New Delhi.

NIT No. : 58/EE(C)MHPD/NBH/2024-25/08

Estimated Cost : Rs. 1,86,154/-

Amount of Earnest Money Deposit : Rs. 3,723/-

Last date and Time of submission of EMD up to 05.00 P.M. on 13.03.2025.

Last date and Time of submission of Online up to 11.00 A.M. on 17.03.2025.

1. Name of Contractor().....**

2. Amount of original Bank Guarantee Earnest Money deposit.....().....**

3. Date of Submission of EMD.....().....**

**Signature, Name and Designation of
EMDreceiving officer EE/AE(P)/AE/AAO)
alongwith office stamp.**

14. List of documents to be scanned and uploaded within the period of bid submission:

1. Enlistment order/valid enlistment order of the Contractor/Agency.
2. Receipt of Deposition of original EMD either in the office of EE(C)MHPD, CCW: Akashwani, New Delhi or concerned Sub Division office.
3. Certificate of Work experiences issued by an officer not below the rank of Executive Engineer.
4. Affidavit as per **Clause 1.2.1 (b) (i) & Clause – 10 & 11 of form CPWD-6** on non-judicial stamp paper of Rs. 100/- duly Notarized.(Notarization shall be done after the date of uploading/publishing of NIT. **Name of the work and NIT No**, shall be mentioned on front page of affidavit).
5. Partnership deed (if any) and power of attorney (if any) in the name of authorized partner/ representative.
6. Copy of Bidder PAN card.
7. The registration of contractors with EPFO & ESIC.
8. Latest GST return filed for last month / quarter.
9. Certificate of registration for Goods and Services Tax. If the bidder has not obtained GST registration of Delhi State, the bidder shall upload following undertaking with bid Documents. (For bidders having GST registered in Delhi, no undertaking as mentioned below is required).

UNDERTAKING

- (a) I am presently not working in Delhi and do not have GST registration of Delhi State.
- (b) If the work is awarded to me then I/we shall obtain GST registration certificate of Delhi State within one month from the date of receipt of award letter or before payment of first R/A bill.

Note :

- (1) **No cutting / overwriting shall be allowed in Treasury Challan / Demand Draft / Pay Order of Banker's Cheque / Deposit at Call Receipt / Bank Guarantee of any Scheduled Bank. If found so, their tender will be summarily rejected.**
- (2) **The bidder shall be required to produce original documents for verification on demand by Assistant Engineer (C) NBH, CCW: Akashwani, New Delhi.**

**Assistant Engineer(C) NBH
CCW, Akashwani, New Delhi.**

PRASAR BHARATI
CIVIL CONSTRUCTION WING : AKASHWANI
NOTICE FOR e-TENDER

The Assistant Engineer (Civil) NBH, Civil Construction Wing, Akashwani, "C" Wing Tower, Broadcasting House, New Delhi-110001, invites on behalf of President of India online item rate e-tenders from approved and eligible contractors of CPWD and those of appropriate list in the **Building Category** of BSNL, MES, Railways, Department of Post and PSUs / any State Govt. in India, upto **1100 hrs on 17.03.2025** for the following work.

Name of Work: Replacement of damaged paneling of MSR and painting of MSR & 5th floor Studio Side corridors at NBH, New Delhi.

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

1. The work is estimated to cost for **Rs. 1,86,154/- (Rupees One Lac Eighty Six Thousand One Hundred Fifty Four Only)**. This estimate, however, is given merely as a rough guide.

1.1 The eligibility of bidders will correspond to the estimated cost put to bid.

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

Criteria of eligibility for submission of bid documents:

1.2.1 Condition for CPWD as well as non CPWD Contractors:

- (a) Should have satisfactorily completed the works as mentioned below in last Seven years ending **previous day of last date of submission of bids**.

Three similar works each costing not less than Rs. **0.74 Lacs** or two similar works each costing not less than Rs. **1.12 Lacs** or one similar work costing not less than Rs. **1.49 Lacs**.

"Similar work" shall mean "the Building maintenance works and A/R & M/O civil works (scanned copies of work experience certificates are to be uploaded at the time of submission of bid).

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid.

- (b) To become eligible for issue of bid for the above referred NIT / Name of work, the bidders shall have to furnish an affidavit on non judicial stamp paper of Rs. 100/- duly notarized as under:

(NIT No. / The name of the work, shall appear on front page of the Affidavit and notarization shall be done after the date of online publicity of this tender as under:

Name of work : Replacement of damaged paneling of MSR and painting of MSR & 5th floor Studio Side corridors at NBH, New Delhi.

- (i) I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of department, then I/we shall be debarred for bidding in CCW, Akashwani 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
2. Agreement shall be drawn with the successful tenderer on prescribed Form No. C.P.W.D. 8 which is available as a Govt. of India Publication and also available on website. 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 <https://prasarbharati.eproc.in> in free of cost.
3. Tenderer shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
4. The time allowed for carrying out the work will be **01(One) Month**, from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
5. (i) The site for the work is available.
The Architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of the work.
6. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from website. 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 <https://prasarbharati.eproc.in> free of cost.
7. 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.
8. 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.
9. Earnest Money for **Rs. 3,723/-** 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 "**PB,BCI, EE(C)-MHPD, CCW, AKASHWANI, New Delhi**"), shall be scanned and uploaded to the e-Tendering website within the period of EMD submission.

The original EMD should be deposited either in the office of the Executive Engineer (C)MHPD, CCW: Akashwani, New Delhi or concerned sub division within the period of EMD submission. (The EMD document shall only be issued from the place in which the office of receiving either division office or concerned sub division is situated. The Executive Engineer CCW, Akashwani, MHPD/Concerned sub division shall issue a receipt of deposition of

earnest money deposit to the bidder in a prescribed format uploaded by tender inviting Assistant Engineer 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.

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

10. **The following affidavit (NIT No. / The name of the work shall appear on front page of the Affidavit) in this regard shall also be uploaded by the intending tenderers executed on non judicial stamp paper of Rs. 100/- duly notarized and further uploaded by the intending tenderers :**

NIT No- 58/EE(C)MHPD/NBH/2024-25/08

11.

Name of work : Replacement of damaged paneling of MSR and painting of MSR & 5th floor Studio Side corridors at NBH, New Delhi.

The certified copy of all the scanned and uploaded documents specified in the press tender notice shall be deposited by me / us with the Executive Engineer(C), CCW, Akashwani, MHP Division calling the tender in case I / We become the lowest tender within a week of the opening of the financial bid; otherwise department (CCW, Akashwani) may reject the tender and take the action to Debar me / us from Tendering in CCW, Akashwani for a period of three years and can write to the Competent Authority for cancellation of my / our enlistment (original papers of the uploaded documents shall be shown for verification).

Copy of Enlistment order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of bid submission. However, certified copy all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only alongwith the undertaking for EMD as specified in Para No. 5(i) of page No. 07 within a week physically in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, who have deposited e-tender processing fee with M/s. C1 INDIA Private Limited & Original Earnest Money Deposit, deposited either in the office of the Executive Engineer(C), CCW, Akashwani, MHPD, New Delhi or concerned sub division office within the period of bid submission & other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 11.30 am on 17.03.2025

- (i) **e-Tender Processing Fee (as per ITI rules) shall be payable to M/s. C1 INDIA Private Limited through their e-gateway by credit/debit card, internet banking or RTGS/NEFT facility.**

12. **The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if-**

- (i) The bidder is found ineligible.
 - (ii) The bidder does not deposit original EMD either in the office of the Executive Engineer(C),CCW, Akashwani, MHPD, New Delhi or concerned Sub Division within the period of EMD submission. (The EMD document shall only be issued by the division/sub division office, inviting e-tender).
 - (iii) The bidder does not upload all the documents (including **GST** registration) as stipulated in the bid document including the copy of receipt for deposition of original EMD and affidavit about the certified copy of all the scanned and uploaded documents.
 - (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted **physically by the lowest tenderer** in the office of tender opening authority.
 - (v) If a tenderer quotes NIL rates against each item in item rate tender or does not quote any percentage above / below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
13. The contractor whose bid is accepted will be required to furnish performance guarantee of **5% (FivePercent)** of the 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 contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period, if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited alongwith tender shall be returned after receiving the aforesaid performance guarantee. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including, Provident Fund Code no. if applicable and also ensure the compliance of aforesaid provisions by the sub contractors, if any engaged by the contractor for the said work and programme chart (Time and Progress) within the period specified in Schedule "F".
14. Security deposit at the rate of 2.5% of the gross amount of the bill shall be deducted from each running bill as well as final bill of the contractor. Such deduction shall be made unless the contractor has deposited the amount as Govt. securities or fixed deposit receipt. This is in addition to be Performance Guarantee that the contractor is required to deposit as per terms and conditions of NIT. Security deposit shall only be released after five years of guarantee bond period.

15. The description of the work is as follows:

Name of Work: Replacement of damaged paneling of MSR and painting of MSR & 5th floor Studio Side corridors at NBH, New Delhi.

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

16. 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.
17. 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.
18. 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.
19. The contractor shall not be permitted to tender for work in the CCW, Akashwani, 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 **Civil Construction Wing, Akashwani** or in the **Ministry of Information and Broadcasting**. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
20. 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.
21. The bid for the works shall remain open for acceptance for a period of thirty (30) days from the date of opening of financial 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.

22. 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 retendering process of the work.
23. Unconditional rebate if any has to be mentioned in bid document itself and any rebate letter received in separate envelope will be ignored.
24. This Notice Inviting bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority, shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - (a) The notice inviting bid, all the documents including additional conditions specifications and drawings, if any, forming 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 CPWD Form-8 as amended/modified/corrected up to the date of on-line submission of bid, whichever is later.
25. **The contractor shall quote rates including work contract tax, GST, other taxes, Cess and levies, nothing extra shall be paid over quoted rates. However, Contractor shall submit to the department the GST compliant tax invoice along with running /final account bills.**

**Assistant Engineer (Civil) NBH
CCW, Akashwani, New Delhi.**

NIT No - 58/EE(C)MHPD/NBH/2024-25/08 is approved for Rs. 1,86,154/- (Rupees One Lac Eighty Six Thousand One Hundred Fifty Four Only)

Assistant Engineer (C) NBH

CCW:Akashwani, New Delhi

CPWD –8

PRASAR BHARTI
CIVIL CONSTRUCTION WING, AKASHWANI

STATE : DELHI
BRANCH : CCW
ZONE : NORTH ZONE

CIRCLE-I, NEW DELHI
DIVISION:MHP Division
SUB-DIVISION: NBH

Item Rate e-Tender & Contract for the work

Name of Work: Replacement of damaged paneling of MSR and painting of MSR & 5th floor Studio Side corridors at NBH, New Delhi.

- (ii) To be **submitted online** through the website <https://prasarbharati.eproc.in> by **11.00** hours on **17.03.2025** to the Assistant Engineer (Civil) NBH, Civil Construction Wing, Akashwani, New Delhi.
- (iii) To be **opened online** at the website <https://prasarbharati.eproc.in> in presence of tenderers who may be present at **11.30 hours** on **17.03.2025** in the office of the Assistant Engineer (Civil) NBH, Civil Construction Wing, Akashwani, New Delhi.

Tender submitted online at the website <https://prasarbharati.eproc.in> by the contractors

| | |
|---|--|
| Issued to : | Tender Document made available online to the agency. |
| Signature of officer issuing the documents: | Online uploading authority. |
| Designation : | Assistant Engineer (C)NBH |
| Date of issue : | As Per NIT |

TENDER

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

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

We agree to keep the tender open for forty five **(45)days** from the due date of its opening of financial bid and not to make any modifications in its terms and conditions.

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 the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

I / We undertake and confirm that eligible similar work (s) has / have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I / we shall be debarred for tendering in CCW, Akashwani 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 there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated
Witness:

Signature of Contractor
Postal Address

Address:
Occupation:

A C C E P T A N C E

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

(Rupees.....)
.....)

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

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

Signatures.....

For & on behalf of the President of India.

Dated:

Signature.....

Designation:Assistant Engineer (C)NBH
CCW: Akashwani, New Delhi

INTEGRITY PACT

To

Intending Bidder,

.....,

.....

Sub: **NIT No. 58/EE(C)/MHPD/NBH/2024-25/08** for the work i.e.,

Name of work: **Replacement of damaged paneling of MSR and painting of MSR & 5th floor Studio Side corridors at NBH, New Delhi.**

Dear Sir,

It is hereby declared that CCW, Akashwani, 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 bidding 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 CCW, Akashwani.

Yours sincerely,

Assistant Engineer(C) NBH,
CCW: Akashwani, *New Delhi*

INTEGRITY PACT

To,

Assistant Engineer (C) NBH,
CCW, Akashwani,
NBH Sub-Division,
“C” Wing Tower, 2nd floor,
Broadcasting House, New Delhi.

Sub: **NIT No. 58/EE(C)/MHPD/NBH/2024-25/08** for the work i.e.,

Name of work: Replacement of damaged paneling of MSR and painting of MSR & 5th floor Studio Side corridors at NBH, New Delhi.

Dear Sir,

I/We acknowledge that CCW, Akashwani 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/bid 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 CCW, Akashwani. 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, CCW, Akashwani 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)

INTEGRITY AGREEMENT

This Integrity Agreement is made at DELHI on this..... day of 2025.

BETWEEN

President of India represented through Executive Engineer, CCW, Akashwani, MHPD, 5th Floor, Sookhna Bhawan, New Delhi-110003 (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

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

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

Preamble

WHEREAS the Principal/Owner has floated the Tender (NIT No. 58/EE(C)/MHPD/NBH/2024-25/08) Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Replacement of damaged paneling of MSR and painting of MSR & 5th floor Studio Side corridors at NBH, New Delhi."

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 a 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) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- (c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining an 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 Contractor's 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 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 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 Contractor 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 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 Pact as specified above, unless it is discharged/determined by the Competent Authority, CCW, Akashwani.

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/Contract 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:

Assistant Engineer(C)NBH,
CCW: Akashwani, New Delhi.
(For and on behalf of Principal/Owner)

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

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Dated :

PROFORMA OF SCHEDULES

SCHEDULE `A`

Schedule of quantities: -

Enclosed on Page36

SCHEDULE `D`

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

General Conditions, Special Conditions etc. attached

SCHEDULE `E`

Reference to General Conditions of contract

**General Conditions of Contract 2023
Maintenance Works as amended/ modify up
to the last date of submission of tender**

**Name of Work: Replacement of damaged paneling of MSR and painting of MSR & 5th floor
Studio Side corridors at NBH, New Delhi.**

Estimated cost of work : Rs. 1,86,154.00

(i) Earnest Money : Rs. 3,723.00 (to be returned after receiving performance guarantee)

(ii) Performance Guarantee : 5% of the tendered value

(iii) Security Deposit : 2.5% of the tendered value.

SCHEDULE `F`

General Rules & Directions:

Officer Inviting tender

**Assistant Engineer (Civil)NBH,
CCW, Akashwani, New Delhi.**

Maximum percentage for Quantity of items of work to be executed beyond which rates are to be determine in accordance with clause 12.2 & 12.3

As per Clause-12

Definitions:

(i) Engineer-in-charge

**Assistant Engineer (Civil)NBH,
CCW, Akashwani, New Delhi.**

(ii) Accepting Authority

**Assistant Engineer (Civil)NBH,
CCW, Akashwani, New Delhi.**

(iii) Percentage on cost of material and labour to cover all overheads and profits :- 15 %

- | | | |
|------|------------------------------------|---|
| (iv) | Standard Schedule of Rates | CPWD Delhi Schedule of rates civil and horticulture 2021 with correction slips issued up to date of online submission of tender. |
| (v) | Department | Civil Construction Wing, Akashwani. |
| (vi) | Standard CPWD contract form | GCC 2023, CPWD (Maintenance works) Form-8 as modified & corrected with up to date amendments shall applicable till receipt of online tenders. |

Clause 1:

- | | | |
|------|---|-----------------|
| (i) | Time allowed for submission of Performance guarantee, programme chart (time & progress) and applicable labour licenses registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance :- | 07 (Seven) Days |
| (ii) | Maximum allowable extension with late fee @ 0.1% per day of performance guarantee amount beyond the period [provided in (i)] above. :- | 07 (Seven) Days |

Clause 2:

Authority for fixing compensation under clause 2 :- Superintending Engineer(C)-I, CCW, Akashwani, New Delhi.

Clause 2A:

Whether Class 2A shall be applicable

Clause 5:

- | | | |
|-----|--|-----------------------|
| i) | Number of days from the date of issue of letter of acceptance for reckoning date of start | :- 14 (Fourteen) Days |
| ii) | Time allowed for completion of work: | 01 (One)Month |

- | | | |
|-----|--------------------------------------|---------------|
| ii) | Time allowed for completion of work: | 01 (One)Month |
|-----|--------------------------------------|---------------|

Mile Stone(s) as per table given below:

Table of Mile Stone(s)

| S. No. | Description of Milestone (Physical) | Time Allowed in days (from date of start) | Amount to be withheld in case of non –achievement of mile stone |
|---------------|--|--|--|
| | NIL | NIL | NIL |

Authority to decide:-

(i) Extension of time

EE(C) CCW, Akashwani, MHPD, New Delhi.

(ii) Rescheduling of mile stone

EE(C), CCW, Akashwani, MHPD, New Delhi.

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.

Admissible according to the value of work done

Clause 7A

Yes

Whether clause 7A shall be applicable

No running account bill shall be paid for the work till the applicable labour licenses and registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to Engineer-in-Charge.

Clause 10 A

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

As per site requirement

Clause 10 B (i)

Whether Clauses 10 B (i) shall be applicable

:- Not Applicable

Clause 10 C:

Not Applicable

Clause 10 CC:**Not Applicable****Clause 11:**

Specification to be followed for execution of work

:

CPWD Specification 2019 (Vol -.I & II with up to date correction slips) Issued up to date of online receipt of tender and as per manufacturer specifications.

Clause 12 :

Type of Work

Maintenance Work: Deviation cannot be exceeded by 1.25 times of Tendered value in any case.

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

See Below

| | | |
|-------|---|----------|
| 12.2 | Deviation Limit beyond which clauses 12.2 & 12.3 shall | No Limit |
| &12.3 | apply for building work | |
| 12.5 | (i) Deviation Limit beyond which clause 12.2 & 12.3 shall | No Limit |
| | apply for foundation work (except earth works) | |
| | (ii) Deviation Limit for items mentioned in earth work | No Limit |
| | subhead of DSR and related items | |

Clause 16- Competent Authority for deciding :- reduced ratesUp to 5% of contract value
Superintending Engineer(C)-I,
CCW, Akashwani, New Delhi. Beyond
that by C.E(C), CCW, AIR, New
Delhi.**Clause 18**

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

whatever is required, shall be arranged by the contractor.

Clause 19 (Penalty for each default as mentioned in relevant clause of GCC)

Clause 19A.....No labour below the age of 14 years shall be employed on the work.

Clause 19B.....Authority decide penalty for each default

Clause 19G.....Authority decide penalty for each default

Clause 19C.....Authority decide penalty for each default

Clause 19D.....Authority decide penalty for each default

Clause 19G.....Authority decide penalty for each default

**S.E.(C)-I, CCW,
Akashwani,
New Delhi**

Clause 25
Constitution of Dispute Redressal Committee (DRC)

| Comprises of Committee | For all Claims |
|------------------------|---|
| Chairman | Superintending Engineer,CCW: Akashwani, New Delhi (Concern with the work) |
| Member | Two Executive Engineers/SW's CCW: Akashwani, New Delhi (other than under whose jurisdiction work falls) |
| Presenting officer | Assistant Engineer in-charge of the work |

However for dealing with clause 25, CPWD office memorandum No DG/CON/317, dated 28/06/2021, will also be applicable.

Clause 30:- Own arrangement of water supply shall be made by the agency, if he will fails to arrange then 1% water charges recovered from him.

Clause 32

Requirement of Technical Representative(s) and recovery Rate:

| Minimum Qualification Of Technical representative | Discipline | Designation (Principal Technical/ Technical representative) | Minimum Experience (years) | Number | Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 32 | |
|---|------------|---|----------------------------|--------|--|-------|
| | | | | | Figure | Words |
| - | - | - | - | - | - | - |

Note: Assistant Engineers retired from Govt. Services that are holding diploma will be treated at par with Graduate Engineers.

Diploma holders with minimum Five years relevant experience with a reputed construction company can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such Diploma holders should not exceed 50% of requirement of Degree Engineers.

Clause 38:

(a) i) Schedule /Statement for determining theoretical quantity of cement & bitumen : DSR 2023 (Civil) Vol.-I & II printed by CPWD and corrected upto the last date of online submission of tender.

ii) Variations permissible on theoretical quantities.

a) Cement : 3% plus/minus

i) For works with estimated cost put to tender not more than Rs. 5 Lakh

ii) For works with estimated cost put to tender more than Rs. 5 lakh. : 2% plus/minus

b) Bitumen All works : 2.5% plus only & Nil on minus side

c) Steel Reinforcement and structural steel sections for each diameter, section and category. : 2% plus/minus

:

d) All other materials

Recovery Rates for Quantities beyond permissible variation

| S.No. | Description of Item | Rate in figures and words at which recovery shall be made from the contractor | |
|-------|--|---|---|
| | | Excess beyond permissible variation | Less use beyond the permissible variation |
| 1. | Cement (OPC/PPC) in bags | Not Applicable | Not Applicable |
| 2. | Steel reinforcement bars TMT Fe 500D (Primary producer) | | |

(Guarantee offered by Bank to CCW, Akashwani in connection with the execution of contracts)

Form of Bank Guarantee for/Performance Guarantee/Security Deposit/Mobilization Advance

Whereas the Executive Engineer.....(name of division)....., CCW, Akashwani on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number.....with.....(name and address of the contractor).....(hereinafter called "the Contractor") for execution of work (name of work) The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees only) valid upto.....(date).....as **Performance Guarantee/Security Deposit/Mobilization Advance** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

1. We,.....(indicate the name of the bank)(hereinafter referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees.....only) on demand by the Government within 10 days of the demand.
2. We,.....(indicate the name of the Bank)....., do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only)
3. We, (indicate the name of the Bank), further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payments so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank), further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. We, (indicate the name of the Bank), further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against

the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.

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

7. We, (indicate the name of the Bank), undertaken not to revoke this guarantee except with the consent of the Government in writing.

8. This Bank Guarantee shall be valid upto unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under *this* guarantee shall stand discharged.

Date

Witnesses:

1. Signature.....
Name and address

Authorized signatory

Name

Designation

Staff code no.

Bank Seal

2. Signature

Name and address

* Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bids system from the date of submission of tender.

** In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/mobilization advance, as the case may be

AFFIDAVIT

I/We have submitted a Bank Guarantee for the work: **Replacement of damaged paneling of MSR and painting of MSR & 5th floor Studio Side corridors at NBH, New Delhi.**

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

Agreement No. dated from
.....
.....

(Name of the Bank with full address) to the Executive Engineer (C),CCW, Akashwani, MHP Division, New Delhi..... with a view to seek exemption from payment of security deposit/performance guarantee in cash. This bank guarantee expire on..... I/We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at my/our initiative upto a period ofmonths after the recorded date of completion of the work or as directed by the Engineer-in-charge.

I/We also indemnify Akashwani, CCW against any losses arising out of non encashment of the bank guarantee, if any.

GENERAL CONDITIONS

1. Contractors shall co-ordinate and co-operate with the other agencies e.g. Electrical & authorized representative of local bodies for construction of their respective items of work being executed simultaneously in the same building.
2. The contractors shall make their own arrangement for temporary electric connection at works, if required and make necessary payment for it directly to the department concerned. In case electricity connection is taken by the contractor from electrical deptt., then necessary payment for it shall be made by the contractor directly to electrical deptt. as per rate demanded by electrical deptt. The wiring done by the contractor shall conform to the electrical regulation of statutory bodies and will be consistent with the safety requirements of the site. The Engineer-in-charge's decision regarding the safety aspect shall be final and binding on the contractor.
3. The contractor shall provide adequate lighting arrangement as approved by the Engineer-in-charge for carrying out the works during night times when required and also provide all other facilities for the labour employed to carry out the works without any extra charge. Necessary lighting as directed by the Engineer-in-charge shall also be provided by the contractor without any extra charges for yard lighting as well as to cover the entire site including those required for safety and security reasons.
4. The day to day receipts and issue of cement shall be governed as per the direction of Engineer-in-charge.
5. The rate for different items of work shall apply for all floors, heights and depths unless otherwise specified and no such claim on this account shall be entertained. The rate of all items of works shall unless clearly specified otherwise include cost of all labours, materials & other inputs involved in the execution of the item.
6. The contractor's rate shall among other things include the cost of working in multiple shifts round the clock, if necessary including gazetted holiday and the cost of mobilization of all type of resources, T&P, lighting etc.
7. The contractor shall leave such recesses, holes, openings etc. as may be required for electrical and sanitary works. No extra payment shall be made to him on this account.
8. The contractor shall make adequate firefighting arrangement and shall be fully responsible for any fire consequences at the work site.
9. Materials shall conform to CPWD specifications. No extra payment will be admissible to the agency for transportation for CPWD specified materials from and to outside **Delhi**. The agency's rates will be deemed to be included in the quoted rates.
10. Where the contractor is required to provide materials of certain sizes or weights which may have become out of market due to change over to metric standards, substitute conforming to the nearest higher equivalents as approved by the Engineer-in-charge shall be used. No claim of extra payment shall be entertained on this account.
11. All materials, articles and workmanship shall be the BEST of their respective kind for the class of work described in the contract, specification and schedule of quantities. All materials shall be subject to the approval of the Engineer-in-charge. The word "BEST" used in those specifications shall mean that in the opinion of the Engineer-in-charge there is no superior quality of materials or finish of articles in the market available for the nature of the item described in the contract schedule. The Engineer-in-charge or his authorized representative shall have the absolute power to make the contractor purchase and use such materials of particular source as may, in his opinion be necessary for proper compliance with the specification and execution of work.

12. The water shall be tested by the contractor with regard to the suitability for use in works and nothing extra shall be paid thereon.
13. Wherever the word 'CPWD' refers in the printed book of 'General conditions of contract for Central P.W.D works it may be read as 'CCW, Akashwani'.
14. English version of the contract including corrections, if any, shall deemed to be accepted for all contractual obligations.
15. **All expenditure to be incurred for testing of samples of materials e.g. packaging, sealing, transportation, loading, unloading etc. including testing charges shall be borne by the contractor.**
16. **The Agency while submitting bills, final or running bills, should bifurcate the taxable value of CGST and SGST separately.**

SPECIAL CONDITIONS

1. Own arrangement of water supply shall be made by the agency, if he will fails to arrange then 1% water charges recovered fromhim.
2. The material will be kept in the area approved byEngineer-in-Charge.
3. The contractor shall arrange all T & P and Equipments or any other machinery required, apart from the list as mentioned under clause 18 of Schedule "F", for execution of work, in good condition at appropriate time and nothing extra shall be paid on this account. However this shall not relieve the contractor of any responsibilities to complete the work within the stipulatedtime.
4. Contractor has to acquaint themselves with the prevailing site conditions and shall quote their rates accordingly. Nothing extra will be admissible on thesegrounds.

NOTE: The Amended clause 25 of the form No. CPWD 7/8 shall be applicable in caseof any dispute.

TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the contractor dies during the progress of work, the Engineer – in -charge on behalf of the President of India, shall have the option of terminating the contract without compensation to the contractor on his legal heir(s).

Further, any sum recoverable from the contractor shall be recovered from any amount of the contractor available under this contract or any other contract and only the balance amount after such recovery shall be payable to the legal heir(s) of the contractor upon his death.

ASSISTANT ENGINEER(C)NBH

SCHEDULE OF QUANTITIES

Name of work: Replacement of damaged paneling of MSR and painting of MSR & 5th floor Studio Side corridors at NBH, New Delhi.

| S.N | DESCRIPTION OF ITEMS | QTY | UNIT |
|-----|--|-----|-------|
| 1 | Providing and fixing plywood 4 mm thick, one side decorative veneer conforming to IS: 1328 (type-1), for plain lining / cladding with necessary screws, including priming coat on unexposed surface with : | | |
| a | Decorative veneer facings of approved manufacture | 6 | sqm |
| 2 | Providing and fixing wooden moulded corner beading of triangular shape to the junction of panelling etc. with iron screws, plugs and priming coat on unexposed surface etc. complete 2nd class teak wood. | | |
| a | 50x50 mm (base and height) | 6 | metre |
| 3 | Providing and fixing plain lining with necessary screws/nuts & bolts/ nails, including a coat of approved primer on one face, and fixed on wooden /steel frame work, complete as per direction of Engineer-in-charge (Frame work shall be paid for separately). | | |
| a | 12mm thick commercial ply conforming to IS : 1328 BWR type | 6 | sqm |
| 4 | Dismantling wooden boardings in lining of walls and partitions, excluding supporting members but including stacking within 50 metres lead : | | |
| a | Thickness above 10 mm up to 25 mm | 6 | sqm |
| 5 | Wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound) content less than 50 grams/ litre of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour. | | |
| a | Two coats | 690 | sqm |
| 6 | Melamine polishing on wood work (one or more coat). | 300 | sqm |
| 7 | Polishing in high gloss/matt finish melamine clear polish on wood work in required color/wooden shade texture with following process in the sequence as detailed below: 1.) The surface to be polished is rubbed with sand paper 80/120 no. and then with sand paper of 160/180 nos. 2.) Applying two coats of sealer with spray gun and allowing sufficient drying time for 1st coat and 2nd coat is allowed to dry for 8 to 12 hrs. 3.) On drying of sealer coat, wet rubbing with emery cloth of finer grading with ample water to remove excess sealer layer and make the surface further smooth after this wet rubbing, then surface is applied with special grade melamine fillers to fill all the small and big holes/grooves etc. Filler coat to be allowed to dry for 4 to 6 hrs on which again a light wet rubbing is done this surface is further allowed to dry for 12 hrs. 4.) On this, 1st coat of melamine polish is applied with spray gun using melamine clear polish and melamine thinner in required proportion. This 1st coat is allowed to dry for 24 hrs then this dry surface is again fine wet rubbed smooth, which is further allowed to dry for 12 hrs. The final melamine polish is applied with compressor pressure spray gun using melamine clear polish and melamine thinner mixed in required proportion complete as per direction of Engineer-in-Charge. (Final coat to be done in 1 or 2 layers without gap of time.) | 6 | sqm |
| 8 | Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface : | | |
| a | Water thinnable cement primer | 170 | sqm |
| 9 | Providing and fixing Teak Wood moulding of Size 80x12mm with outside edge rounded all complete as per direction of Engineer in charge. | 6 | sqm |

ASSISTANT ENGINEER(CIVIL)NBH