

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

# **APPROVEDNIT**

NITNo. 59/EE(C)MHPD/NBH/2024-25/09

- Nameof Work: Exterior painting over GRG Jali/Stone work on the front side of Akashwani Rang Bhawan (Auditorium) at BH, New Delhi. (SH : Provision of cage for vertical drainage pipe at Akashwani Rang Bhawan at BH, New Delhi.)
- ESTIMATED COST : Rs. 78,389/-
- EARNESTMONEY : Rs. 1,568/-
- SECURITYDEPOSIT : 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 01to 36 only excluding this cover page.

Assistant Engineer (C) NBH

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## NIT No- 59/EE(C)MHPD/NBH/2024-25/09

# NameofWork: Exterior painting over GRG Jali/Stone work on the front side of Akashwani Rang Bhawan (Auditorium) at BH, New Delhi. (SH : Provision of cage for vertical drainage pipe at Akashwani Rang Bhawan at BH, New Delhi.)

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The NIT is approved for Rs. 78,389/- (Rupees Seventy Eight Thousand Three Hundred Eighty Nine Only).

#### PRASAR BHARATI (INDIA's PUBLIC SERVICE BROADCASTER) CIVIL CONSTRUCTION WING <u>AKASHWANI</u>

# 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>59/EE(C)</u> <u>MHPD/NBH/</u> 2024-25/09	Exterior painting over GRG Jali/Stone work on the front side of Akashwani Rang Bhawan (Auditorium) at BH, New Delhi. (SH : Provision of cage for vertical drainage pipe at Akashwani Rang Bhawan at BH, New Delhi.)	Rs. 78,389.00	Rs. 1,568.00	01 (One) Month	13.03.2025 upto 05.00 pm	17.03.2025upto 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: Exterior painting over GRG Jali/Stone work on the front side of Akashwani Rang Bhawan (Auditorium) at BH, New Delhi. (SH : Provision of cage for vertical drainage pipe at Akashwani Rang Bhawan at BH, 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>59/EE(C)</u> <u>MHPD/NBH</u> /2024-25/09	Exterior painting over GRG Jali/Stone work on the front side of Akashwani Rang Bhawan (Auditorium) at BH, New Delhi. (SH : Provision of cage for vertical drainage pipe at Akashwani Rang Bhawan at BH, New Delhi.)	Rs. 78,389.00	Rs. 1,568.00	01 (One) Month	13.03.2025 upto 05.00 pm	17.03.2025upto 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 eachcosting not less than Rs. **0.31 Lacs** or two similar works each costing not less than Rs. **0.47 Lacs** or one similar work costing not less than Rs. **0.63 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- <u>59/EE(C)MHPD/NBH/2024-25/09</u>

Name : Exterior painting over GRG Jali/Stone work on the front side of Akashwani of work Rang Bhawan (Auditorium) at BH, New Delhi. (SH : Provision of cage for vertical drainage pipe at Akashwani Rang Bhawan at BH, 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 <a href="https://prasarbharati.eproc.in">https://prasarbharati.eproc.in</a> 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: Exterior painting over GRG Jali/Stone work on the front side of Akashwani Rang Bhawan (Auditorium) at BH, New Delhi. (SH : Provision of cage for vertical drainage pipe at Akashwani Rang Bhawan at BH, New Delhi.)

NIT No. : 59/EE(C)MHPD/NBH/2024-25/09

Estimated Cost : Rs. 78,389/-

Amount of Earnest Money Deposit : Rs. 1,568/-

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.
- 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 ofNIT. 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.
- 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 bidDocuments. (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: Exterior painting over GRG Jali/Stone work on the front side of Akashwani Rang Bhawan (Auditorium) at BH, New Delhi. (SH : Provision of cage for vertical drainage pipe at Akashwani Rang Bhawan at BH, 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. 78,389/- (Rupees Seventy Eight Thousand Three Hundred Eighty Nine 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 eachcosting not less than Rs. **0.31 Lacs** or two similar works each costing not less than Rs. **0.47 Lacs** or one similar work costing not less than Rs. **0.63 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:

(NITNo. / 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- 59/EE(C)MHPD/NBH/2024-25/09

# Name : Exterior painting over GRG Jali/Stone work on the front side of Akashwani of work Rang Bhawan (Auditorium) at BH, New Delhi. (SH : Provision of cage for vertical drainage pipe at Akashwani Rang Bhawan at BH, 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 <u>https://prasarbharati.eproc.in</u>.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 <u>**01(One) Month**</u>, 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.infree 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.
- Earnest Money for Rs. 1,568/- 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 "<u>PB,BCI,</u> <u>EE(C)-MHPD, CCW, AKASHWANI, New Delhi"</u>),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- 59/EE(C)MHPD/NBH/2024-25/09

11.

Name of:Exterior painting over GRG Jali/Stone work on the front side of AkashwaniworkRang Bhawan (Auditorium) at BH, New Delhi. (SH : Provision of cage for<br/>vertical drainage pipe at Akashwani Rang Bhawan at BH, 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 notbe 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: Exterior painting over GRG Jali/Stone work on the front side of Akashwani Rang Bhawan (Auditorium) at BH, New Delhi. (SH : Provision of cage for vertical drainage pipe at Akashwani Rang Bhawan at BH, 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 bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

- 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 thebidders 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.

AssistantEngineer(Civil) NBH CCW, Akashwani, New Delhi.

# NIT No - 59/EE(C)MHPD/NBH/2024-25/09 is approved for Rs. 78,389/- (Rupees Seventy Eight Thousand Three Hundred Eighty Nine 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: Exterior painting over GRG Jali/Stone work on the front side of Akashwani Rang Bhawan (Auditorium) at BH, New Delhi. (SH : Provision of cage for vertical drainage pipe at Akashwani Rang Bhawan at BH, 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 openingof 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:

# ACCEPTANCE

The above tender (as modified by you as provided in the letters m 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 agreen (a) (b) (c) Signatures	
Dated:	Signature

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

# **INTEGRITY PACT**

То	
Intending Bidder,	
	,
Sub:	NIT No. 59/EE(C)/MHPD/NBH/2024-25/09 for the work i.e.,
Name of work:	Exterior painting over GRG Jali/Stone work on the front side of Akashwani Rang Bhawan (Auditorium) at BH, New Delhi. (SH : Provision of cage for vertical drainage pipe at Akashwani Rang Bhawan at BH, 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.

Yourssincerely,

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

# INTEGRITY PACT

To,

Assistant Engineer (C) NBH, CCW, Akashwani, NBH Sub-Division, "C" Wing Tower, 2<sup>nd</sup> floor, Broadcasting House, New Delhi.

## Sub: NIT No. 59/EE(C)/MHPD/NBH/2024-25/09 for the work i.e.,

# Name of work: Exterior painting over GRG Jali/Stone work on the front side of Akashwani Rang Bhawan (Auditorium) at BH, New Delhi. (SH : Provision of cage for vertical drainage pipe at Akashwani Rang Bhawan at BH, 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 finallyaccepted by CCW, Akashwani. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article1of the enclosed IntegrityAgreement.

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, 5<sup>th</sup> Floor, Soochna 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 toas 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. 59/EE(C)/MHPD/NBH/2024-25/09) Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for Exterior painting over GRG Jali/Stone work on the front side of Akashwani Rang Bhawan (Auditorium) at BH, New Delhi. (SH : Provision of cage for vertical drainage pipe at Akashwani Rang Bhawan at BH, 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 followingprinciples:
  - (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 promise for for self third а or accept. or person. any materialorimmaterialbenefitwhichthepersonisnotlegallyentitledto.
  - (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 Tenderprocess,providetoallBidder(s)thesameinformationandwillnot providetoanyBidder(s)confidential/additionalinformationthroughwhichthe Bidder(s) could obtain an advantage in relation to the Tender process or the Contractexecution.
  - (c) ThePrincipal/OwnershallendavourtoexcludefromtheTenderprocessany person,whoseconductinthepasthasbeenofbiasednature.
- 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/DepartmentallsuspectedactsoffraudorcorruptionorCoercionor Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of acontract.
- - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm,offer,promiseorgivetoanyofthePrincipal/Owner'semployeesinvolved 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 theTender process or during the execution of theContract.
  - (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, (forthe 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 andaddresses of agents/representatives in India, if any. Similarly, Bidder(s)/ Contractor(s) of Indian Nationality shall disclose names andaddressesofforeignagents/representatives, if any. EithertheIndianagenton behalf of the foreign principal or the foreign principal directly could bid in atender 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 sameitem.
- (e) The Bidder(s)/Contractor(s) will, when presenting his bid,discloseanyandall payments he has made, is committed to orient ends 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 inreliance thereof, with the purposeofobtainingunjustadvantagebyor 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 firmuse 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 reputationorpropertytoinfluencetheirparticipationinthetenderingprocess).

# Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or theContractoritsestablishedpoliciesandlaiddownprocedures,thePrincipal/Ownershall 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 absoluteright:

- 1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract hascommittedatransgressionthroughaviolationofArticle2aboveorinanyother form, suchastoputhisreliability or credibility inquestion, the Principal/Ownerafter 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 Bidder(s) disqualified the Tender from the process prior to the awardoftheContractorterminated/determinedtheContractorhasaccruedtheright to terminate/determine the Contract according to Article 3(1), the Principal/Owner apartfromexercisinganylegalrightsthatmayhaveaccruedtothePrincipal/Owner, may in its considered opinion forfeit the entire amount of PerformanceGuaranteeandSecurityDepositoftheBidder/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 informthesametolawenforcingagenciesforfurtherinvestigation.

# Article 4: Previous Transgression

- 1. TheBidderdeclaresthatnoprevioustransgressionsoccurredinthelast5yearswith anyotherCompanyinanycountryconfirmingtotheanticorruptionapproachorwith Central Government or State Government or any other Central/State Public Sector EnterprisesinIndiathatcouldjustifyhisexclusionfromtheTenderprocess.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from theTenderprocessoractioncanbetakenforbanningofbusinessdealings/holiday listingoftheBidder/ContractorasdeemedfitbythePrincipal/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/Ownermay,atitsowndiscretion,revoketheexclusionprematurely.

# 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 responsibleforanyviolation(s)oftheprincipleslaiddowninthisagreement/Pactby any of itsSubcontractors/sub-vendors.
- 2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders andContractors.
- 3. ThePrincipal/OwnerwilldisqualifyBidders,whodonotsubmit,thedulysignedPact between the Principal/Owner and the bidder, along with the Tender or violate its provisionsatanystageoftheTenderprocess,fromtheTenderprocess.

# Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for theContractor/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 theContract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be validdespitethelapseofthisPactsasspecifiedabove,unlessitisdischarged/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 theTender.
- 2. Changes and supplements need to be made in writing. Side agreements have not been made.
- 3. If the Contractor is a partnership or aconsortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

# Article 8- Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/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,NewDelhi. (For and on behalf ofPrincipal/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		General Conditions, Special Conditions etc.attached			
SCHEDULE `E'					
Reference to General Con	ditions of contract	General Conditions of Contract 2023 Maintenance Works as amended/ modify up to the last date of submission of tender			
Aka (SH	shwani Rang Bhaw	GRG Jali/Stone work on the front side of ran (Auditorium) at BH, New Delhi. e for vertical drainage pipe at Akashwani Rang Ihi.)			
Estimated cost of work	: Rs. 78,389.00				
(i) Earnest Money	: Rs. 1,568.00(to I	be returned after receiving performance guarantee)			
(ii) Performance Guarant	ee: 5% of the tender	ed value			
(iii) Security Deposit	: 2.5% of the tend	ered value.			
SCHEDULE `F'					
General Rules & Directio	ns:				
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					
Definitions:					
(i) Engineer-in-charg		Assistant Engineer (Civil)NBH, CCW, Akashwani, New Delhi.			
(ii) Accepting Author		Assistant Engineer (Civil)NBH, CCW, Akashwani, New Delhi.			

(iii)	Perce					
	and	labour	to	cover	all	15 %
	overl	neads and	d pro	fits		 15 70

Standard CPWD contract form

(iv) Standard Schedule of Rates

Department

(v)

(vi)

Clause 1:

CPWD Delhi Schedule of rates civil and horticulture 2021 with correction slips issued up to date of online submission of tender.

#### Civil Construction Wing, Akashwani.

GCC 2023, CPWD (Maintenance works) Form-8 as modified & corrected with up to date amendments shall applicable till receipt of online tenders.

Time allowed for submission :-(i) 07 (Seven) Days Performance guarantee, of 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 (ii) Maximum allowable extension :-07 (Seven) Days with late fee @ 0.1% per day of performance guarantee amount beyond the period [provided in (i)] above.

# 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 :- Applicable

#### Clause 5:

- i) Number of days from the date :- 14 (Fourteen) Days of issue of letter of acceptance for reckoning date of start
- 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
- (ii) Rescheduling of mile stone

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

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.

Clause 7A

Whether clause 7A shall be applicable

Admissible according to the value of work done

#### Yes

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.

## Clause 10 B (i)

Whether Clauses 10 B (i) shall be applicable

Clause 10 C:

As per site requirement

:- Not Applicable

Not Applicable

Clause 10 CC:	Not Applicable					
<b>Clause 11:</b> Specification to be followed for execution of work	: CPWD Specification 2019 (VolI & 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	<b>Maintenance Work:</b> 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	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 :-Up to 5% of contract value Superintending Engineer(C)-I, reduced rates 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.

accordance with Clause 12.2 & 12.3

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.

<u>Clause 30:-</u> 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	made from the event of not f	recovery shall be e contractor in the fulfilling provision of ause 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 i) For works with estimated cost put to tender not more than Rs. 5 Lakh	:	3% plus/minus
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
<ul> <li>c) Steel Reinforcement and structural steel sections for each diameter, section and category.</li> </ul>	:	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)			

:

On non-judicial stamp paper of minimum Rs. 100

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

# FormofBankGuaranteefor/PerformanceGuarantee/SecurityDeposit/Mobil izationAdvance

- 1. We,.....(indicatethenameofthebank)(hereinafterreferredtoas"theBank"),hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees.....only)ondemandbytheGovernmentwithin10daysofthedemand.
- 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 contractorinanysuitorproceedingpendingbeforeanyCourtorTribunal,ourliabilityunderthis BankGuaranteebeingabsoluteandunequivocal.ThepaymentsomadebyusunderthisBank GuaranteeshallbeavaliddischargeofourliabilityforpaymentthereunderandtheContractor shall have no claim against us for making suchpayment.
- 4. We, ......, further agree thattheGovernmentshallhavethefullestlibertywithoutourconsentandwithoutaffectinginanym annerourobligationhereundertovaryanyofthetermsandconditionsofthesaidagreementor to extendtimeofperformancebythesaidContractorfromtimetotimeortopostponeforanytime orfromtimetotimeanyofthepowersexercisablebytheGovernmentagainstthesaidcontractor andtoforbearorenforceanyofthetermsandconditionsrelatingtothesaidagreementandwe shallnotberelievedfromourliabilitybyreasonofanysuchvariationorextensionbeinggranted tothesaidContractororforanyforbearance,actofomissiononthepartoftheGovernmentorany indulgence by the Government to the said Contractor or by any such matter orthing whatsoeverwhichunderthelawrelatingtosuretieswould,butforthisprovision,haveeffectofso relievingus.
- 5. We, ....., further agree thatthe GovernmentatitsoptionshallbeentitledtoenforcethisGuarantee againsttheBankasa principal debtor at the first instance without proceeding against

the

#### Contractor

and

notwithstandinganysecurityorotherguaranteetheGovernmentmayhaveinrelationtothe Contractor'sliabilities.

- 6. This guarantee will not be discharged due to the change in the constitution of the Bankor the Contractor.
- 7.We,....,undertakenottorevokethis guarantee except with the consent of the Government inwriting.

Date .....

Witnesses:

1. Signature..... Name and address

> Authorized signatory Name Designation Staff code no. Bank Seal

2. Signature .....

Name and address

\* Datetobeworkedoutonthebasisofvalidityperiodof90dayswhereonlyfinancialbidsareinvited and180daysfortwo/'threebidsystemfromthedateofsubmissionof tender.

\*\*Inparagraph1,strikeouttheportionnotapplicable.BankGuaranteewillbemadeeitherfor earnest money or for performance guarantee/security deposit/mobilization advance, as the case may be

# <u>AFFIDAVIT</u>

I/We have submitted a Bank Guarantee for the work: Exterior painting over GRG Jali/Stone work on the front side of Akashwani Rang Bhawan (Auditorium) at BH, New Delhi. (SH : Provision of cage for vertical drainage pipe at Akashwani Rang Bhawan at BH, 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. ..... from

.....

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-incharge 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 thetaxable 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 by Engineer-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: Exterior painting over GRG Jali/Stone work on the front side of Akasl Bhawan (Auditorium) at BH, New Delhi. (SH : Provision of cage for vertical drainage | Akashwani Rang Bhawan at BH, New Delhi.)

S.N	DESCRIPTION OF ITEMS	QTY	UNIT
1	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :		
а	For fixed portion		
i	Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	158	kg

# ASSISTANT ENGINEER(CIVIL)NBH