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Name of Work:- ARMO E&M services at DDB Tower- C, Mandi House New Delhi [SH: Making provision for laid down of high wall type indoor units of Mitsubishi heavy make 282 HP VRV Air-Conditioning System]

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Certified that N.I.T. contains page 01 to 26.

This NIT is approved for **Rs. 2,81,599/-** (Rupees Two Lac Eighty one thousand five hundred and ninety nine only] Vide N.I.T. No. **76/EE[E]-P/NIT/2022-2023, dated:- 7-10-2022**

ASW [E]

Executive Engineer [E]-Project

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PRASAR BHARATI
[INDIA'S PUBLIC SERVICE BROADCASTER]
CIVIL CONSTRUCTION WING: ALL INDIA RADIO

NOTICE INVITING E-TENDER

The Executive Engineer [E] –Project, CCW, AIR, Room no. 240, 2nd. Floor, Soochna Bhawan, CGO Complex, Lodhi Road, New Delhi on behalf of President of India invites **e-tender in two bid system [Step-I: Pre-qualification of agencies & Step-II: Financial bid]** from manufacturer of '**Mitsubishi heavy**' make VRV/VRF AC System or their authorized vendors fulfilling the eligibility criteria for the following work:-

NIT No.- **/EE[E]P/NIT/ 2022-2023 dated:- 7-10-2022**

Name of work – **ARMO E&M services at DDB Tower- C, Mandi House New Delhi [SH: Making provision for laid down of high wall type indoor units of Mitsubishi heavy make 282 HP VRV Air-Conditioning System]**

Estimated Cost – **Rs. 2,81,599/-**

Earnest Money – **Rs. 5,632/-**

Period of completion – **1 Month**

Last time and Date of Submission of bid -By 15.00 Hours on 17-10-2022

- Tender bid form and other details can be obtained from the website www.tenderwizard.com/AIR or www.eprocure.gov.in
- This tender notice is also available on the web site <https://prasarbharati.gov.in/pbtenders/>
- The bid can only be submitted after deposition of original EMD, which should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CCW AIR within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format uploaded by tender inviting EE in the NIT.
- This receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time

PRASAR BHARATI
ALL INDIA RADIO: CIVIL CONSTRUCTION WING
INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING
FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE

The Executive Engineer [E] –Project, CCW, AIR, Room no. 240, 2nd. Floor, Soochna Bhawan, CGO Complex, Lodhi Road, New Delhi on behalf of President of India invites **e-tender in two bid system [Step-I: Pre-qualification of agencies & Step-II: Financial bid]** from manufacturer of **‘Mitsubishi heavy’** make VRV/VRF AC System or their authorized vendors fulfilling the eligibility criteria for the following work:-

	NIT No.	Name of Work	Estimated cost put to bid	Earnest Money	Period of Completion	Last date and time of submission of bid, original EMD document, & other documents as specified in the notice	Time & date of opening of E--Tender
1	2	3	4	5	6	7	8
1	76 /EE[E]P/NIT/ 2022-2023	ARMO E&M services at DDB Tower- C, Mandi House New Delhi [SH: Making provision for laid down of high wall type indoor units of Mitsubishi heavy make 282 HP VRV Air-Conditioning System]	Rs. 2,81,599/-	Rs. 5,632/-	1 Month	Up to 3.00 P.M. On 17/10/2022	At 3.30 P.M. On 17/10/2022

Eligibility Criteria: Eligibility Criteria and Terms & Conditions for prequalification of prospective firms / agencies shall be as under:

The firms/ agencies should produce definite proof [alongwith self-attested documents with application] from the appropriate authority of having satisfactorily completed similar works during last 07 years ending previous day of last date of submission of bids as specified below:-

“**Three** similar completed works of aggregate cost not less than **40 %** of estimated cost of above work or **Two** similar completed works of aggregate cost not less than **60 %** of estimated cost of above work or **one** similar completed work of aggregate cost not less than **80 %** of the estimated cost of above work in Central or State Government/ Central or State Government

Undertaking/ Central or State Government Autonomous Body.”

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 receipt of application for tenders.

Definition of Similar Work: “SITC / Maintenance of VRV/VRF AC System” of Mitsubishi heavy make ”.

1. The firms who wish to tender for the work may submit their application **on or before 17/10/2022 by 3:00 P.M.** through e-tendering process and the **same shall be opened at 3:30 P.M. on 17/10/2022** in the presence of representative of the firms who would like to present.
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 www.tenderwizard.com/AIR free of cost.
5. **The bid can only be submitted after depositing** of original EMD, which should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CCW AIR within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT. The Bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards cost of bid document and EMD in favour of respective in favour of **PB BCI EE [E]-II CCW, AIR, New Delhi** and processing Fee in favour of ITI Limited and other documents as specified.
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. Contractor can upload documents in the form of JPG format and PDF format.
10. Contractor must ensure to quote rate of each item in the prescribed column(s) meant for quoting rate in figures appears in pink color and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0”. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO).

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

11. SC/ST contractors enlisted under class V category are exempted from processing fee payable to ITI.
12. Copies of certificate of work experience and other document scanned and uploaded document as specified in Press Notice shall have to be submitted by the successful bidder ~~along with physically EMD~~ in the Office of the tender opening authority.
13. 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.
14. The department reserves the right, without being liable for any damages or obligation to inform the bidder, to:
 - (a) Amend the scope and value of contract.
 - (b) Reject any or all the applications without assigning any reason.
 - (c) And to restrict the list of qualified contractors to any number deemed suitable by it, if to many bids are received satisfying the laid down criteria.

Any effort on the part of the bidder or his agent to exercise influence or to pressurize the department would result in rejection of his bid. Canvassing of any kind is prohibited.

15. Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering / taking up of work in CPWD. If such bidder happens to be enlisted contractor of any class in CPWD, his name shall also be removed from the approved list of contractors.

16. List of Documents to be scanned and uploaded with in the period of bid submission:

- i. Documents to be scanned and uploaded by authorized Vender/Dealer:-
 - a. Completion certificate of work in the Govt./Govt. organization as per eligibility criteria with details of Name of work, whole value of work done, Name of Department, Date of completion, Performance, completion cost, agreement No., agreement cost etc. The certificate shall not be accepted issued below the rank of Executive Engineer.
 - b. Authorization letter from the OEMs i.e. M/s [Mitsubishi Heavy Industries], or an undertaking as per Proforma given of page no.8 for submitting the authorisation letter OEMs i.e. M/S Mitsubishi Heavy Industries alongwith PG.
- ii. Affidavit as per clause 1.2.2 of CPWD-6 on non-judicial stamp paper of Rs. 100/- duly notarized
- iii. Demand Draft/Pay order or Banker's Cheque /Deposit at Call Receipt/FDR/ Bank Guarantee of any Scheduled Bank against EMD.
- iv. Copy of receipt for deposition of original EMD to any division office of CCW AIR
- v. GST Registration Certificate of the State in which the work is to be taken up, if already obtained by the bidder.

If the bidder has not obtained GST registration as applicable then he shall scan and upload the following undertaking alongwith other bid documents.

“If work is awarded to me, I/We shall obtain GST registration certificate as applicable within one month from the date of receipt of award letter or before release of any payment by CCW, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by CCW or GST department in this regard”.

Receipt of deposition of original EMD	
(Receipt No./date.....)	
Name of Work: :- ARMO E&M services at DDB Tower- C, Mandi House New Delhi [SH: Making provision for laid down of high wall type indoor units of Mitsubishi heavy make 282 HP VRV Air-Conditioning System]	
2. NIT No.: 76/EEE]P/NIT/2022-2023 dated:- 07-10-2022	
3. Estimated Cost: Rs 2,81,599/-	
4. Amount of Earnest Money Deposit: Rs. 5,632/-	
5. Last date of submission of bid: 17/10/2022 upto 15:00 hrs.	
Name of contractor# Form of EMD# Amount of Earnest Money Deposit# Date of submission of EMD#	
<div style="text-align: right;"> Signature, Name and Designation of EMD receiving officer (EE/AAO) alongwith Office stamp </div>	
To be filled by EMD receiving EE)	

20A.14 Information and instruction for Executive Engineer for e-tendering:

1. The Executive Engineer of all divisions of CCW AIR should receive the original EMD for tender of other division.
2. The NIT approving authority/EE at the time of issue of NIT shall also fill and upload the following prescribed format of receipt of deposition of original EMD along with NIT:-
3. The Executive Engineer receiving original EMD shall also intimate tender inviting Executive Engineer about deposition of EMD by the agency by email/fax/telephonically.
4. The original EMD receiving Executive Engineer shall release the EMD after Verification from the e-tendering portal website (www.tenderwizard.com>tender free view> advance search>awarded tenders) that the particular contractor is not L-1 tenderer and work is awarded.
5. The tender inviting Executive Engineer will call for original EMD of the L-1 tenderer from EMD receiving Executive Engineer immediately.
6. The Executive Engineer receiving EMD in original form shall examine the EMD deposited by the bidder and shall issue a receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting EE. The receipt may be issued by the EE/AAO.

ASW(E)

Executive Engineer [E]-Project

CPWD-6 FOR e-TENDERING

The Executive Engineer [E] –Project, CCW, AIR, Room no. 240, 2nd. Floor, Soochna Bhawan, CGO Complex, Lodhi Road, New Delhi on behalf of President of India invites **e-tender in two bid system [Step-I: Pre-qualification of agencies & Step-II: Financial bid]** from manufacturer of '**Mitsubishi heavy**' make VRV/VRF AC System or their authorized vendors fulfilling the eligibility criteria for the following work:-

Name of work:- ARMO E&M services at DDB Tower- C, Mandi House New Delhi [SH: Making provision for laid down of high wall type indoor units of Mitsubishi heavy make 282 HP VRV Air-Conditioning System]

The enlistment of the contractors should be valid on the last date of submission of e-tenders.

In case the last date of submission of tender is extended, the enlistment of the contractor should be valid on the original date of submission of e-tenders.

1.1 The work is estimated to cost Rs. **2,81,599/-** This estimate, however, is given merely as rough guide.

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

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

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

Criteria of eligibility for online submission of tender documents:-

1.2.1 Conditions for Non-CPWD registered contractors only, if bids are also open to non-CPWD contractors.

For works estimated cost up to tendering limit of class -1 composite category Contractor (However, for Horticulture and Furniture etc. discipline, it may be modified as per bidding limit of CPWD class I contractors of respective discipline as the case may be)

“Three similar completed works of aggregate cost not less than 40 % of estimated cost of above work i.e. Rs.1,12,640- or Two similar completed works of aggregate cost not less than 60 % of estimated cost of above work i.e. Rs.1,68,959 i.e. or one similar completed work of aggregate cost not less than 80 % of the estimated cost of above work i.e. Rs.2,25,279/- in Central or State Government/ Central or State Government/ Undertaking/ Central or State Government Autonomous Body.”.

Note:-

For works costing above tendering limit of class –II composite category contractors but upto tendering limit of Clause-I composite category Contractor (However, for Horticulture and Furniture discipline, it may be modified as per bidding limit of CPWD class II and CPWD Class I contractors respectively of respective discipline as the case may be) when bids are open to non-

CPWD contractors also, then class II contractors of CPWD registered shall also be eligible if they satisfy the eligibility criteria specified in 1.2.1 above.

1.2.2 Criteria of eligibility for CPWD as well as non-CPWD contractors,

For works estimated to cost above the tendering limit of class -1 composite category Contractor (However for Horticulture and Furniture discipline, it may be modified as per bidding limit of CPWD class I contractors of respective discipline as the case may be.)

Three similar works each of value not less than Rs.**40%**..... or two similar work each of value not less than Rs.....**80%**.....or one similar work of value not less than Rs.....**60%**.....(all figures rounded to nearest convenient figure) in last 7 years ending previous day of last date of submission of bids.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid. This is applicable for 1.2.1 as well as 1.2.2 (This is not applicable for CPWD enlisted contractors of appropriate class in composite category)

To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under:-

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

1.2.3 When bids are invited from non CPWD contractors and CPWD class II contractors as per provisions of clause 1.2.1 above, it will be mandatory for non CPWD contractors and CPWD class-II contractors to upload the work experience certificate(s) and the affidavit as per the provisions of clause 1.2.2.

~~But for such bids, Class-I contractors of CPWD are eligible to submit the bids without submission of work experience certificate and affidavit. Therefore, CPWD class-I contractors shall upload two separate letters for experience certificate and affidavit that these documents are not required to be submitted by them. Uploading of these two letters is mandatory otherwise system will not clear mandatory fields.~~

2. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 8 (or other Standard Form as mentioned) which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **1 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.
4. The site for the work is available.

Or

The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of work.

5. The tender document consisting of 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 www.tenderwizard.com/AIR Or www.eprocure.gov.in free of cost.
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of tender as notified.
7. **While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.**
8. Earnest Money can be paid in the form of 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 [E]-II CCW, AIR, New Delhi** shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CCW AIR within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT.

A part of earnest money is acceptable in the form of Bank Guarantee also. In such case, 50% of earnest money or Rs. 20 lac, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee of any Scheduled Bank having validity for six months or more from the last date of submission of bid which is to be scanned and uploaded by the intending bidders.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of tender opening authority. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited with any division of CCW AIR and other documents scanned and uploaded are found in order.

- 8A. The contractors registered prior to 01.04.2015 on e-tendering portal of CPWD shall have to deposit tender processing fee at existing rates, or they have option to switch over to the new registration system without tender processing fee any time.

Online tender documents submitted by the intending tenderers shall be opened only of those tenderers, **who has deposited e-Tender Processing Fee with M/s ITI Limited and EMD and other documents scanned & uploaded are found in order and agencies are approved by the competent authority.**

The bid submitted shall be opened at 15:30 hrs. on dated 17/10/2022

9. 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 upload scanned copies of all the documents stipulated in the bid document.

(iii). If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.

(iv). 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.

10. The contractor whose tender is accepted, will be required to furnish performance guarantee of 3% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F'. including the extended period if any, ~~the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor~~ the contractor shall not be eligible to bid for CCW,AIR tenders from the date of issue of suspension order.

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.**

11.The description of the work is as follows:

Name of Work ARMO E&M services at DDB Tower- C, Mandi House New Delhi [SH: Making provision for laid down of high wall type indoor units of Mitsubishi heavy make 282 HP VRV Air-Conditioning System]

Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer 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 tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

12. 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.
13. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
14. 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.
15. The contractor shall not be permitted to tender for works in the **CCW,AIR, Circle** (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the **All India Radio, Civil Construction Wing or in the Ministry of Information and Broadcasting**. Any breach of this condition by the contractor would render him liable to be debarred from tendering in this department.
16. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
17. The tender for the works shall remain open for acceptance for a period of **75 (Seventy five) days from the date of opening of bids..** If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty suspend the firm for one year for tendering process and shall not be eligible to bid for CCW,AIR tenders from date of issue of suspension order.
18. This notice inviting Tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard **C.P.W.D. Form 7/8** or other Standard C.P.W.D. Form as mentioned.
19. **In case any discrepancy is noticed between 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 suspend the firm for one year for tendering process and shall not be eligible to bid for CCW, AIR tenders from date of issue of suspension order.

- 20. The officer inviting tenders shall have the right of rejecting all or any of the tenderer and will not be bound to accept the lowest or any other tender**

CPWD FORM NO. - 8

PRASAR BHARATI
ALL INDIA RADIO: CIVIL CONSTRUCTION WING

STATE : Delhi
 BRANCH : CCW, AIR
 ZONE : North

CIRCLE : SE [E], Delhi
 DIVISION: [E] Project, Delhi.
 SUB-DIV. : MH-II Delhi.

ITEM RATE TENDER & CONTRACT FOR WORKS

Tender for the work of: - ARMO E&M services at DDB Tower- C, Mandi House New Delhi [SH: Making provision for laid down of high wall type indoor units of Mitsubishi heavy make 282 HP VRV Air-Conditioning System]

To be submitted - by 15:00 hours on 17/10/2022 to Executive Engineer [E], CCW, All India Radio, Division – Project, 2nd floor, Room No. 240, Soochna Bhawan, New Delhi.

- **To be opened** in presence of tenderers who may be present **at 15:30 hours on 17/10/2022** in the office of Executive Engineer [E], CCW, All India Radio, Division – Project, 2nd floor, Room No. 240, Soochna Bhawan, New Delhi.

NIT No:- 76/EE[E]P/NIT/ 2022-2023dated:-07-10-2022

i) Issued to:-

Signature of officer issuing the documents.....

Designation: - Executive Engineer [E]-Project,
 CCW, AIR, 2nd. Floor, Soochna Bhawan,
 CGO Complex, New Delhi .

ii) Date of issue: -

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 time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for **75 days** from the date of its opening and not to make any modification in its terms and conditions.

~~A sum of Rs. _____ /- is hereby forwarded in receipt deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money.~~

If I/We, fail to furnish the prescribed performance guarantee or fail to commence the work 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 suspend the firm for one year for tendering process and shall not be eligible to bid for CCW,AIR tenders from date of issue of suspension order. 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 ~~earnest money and~~ the performance guarantee absolutely The said performance guarantee ~~earnest money shall be retained by him towards security deposit~~ shall be guaranteed 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 &~~ 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 works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in C.C.W., A.I.R. 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 suspend the firm for one year for tendering process and shall not be eligible to bid for CCW,AIR tenders from date of issue of suspension order and 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:.....

Signature of

Contractor _____

Postal Address.....

Telephone No.....

FAX.....

E-MAIL.....

Witness:.....

Address:.....

Occupation:.....

Telephone No.....

FAX.....

E-MAIL

ASW(E)

Executive Engineer [E]-Project

ACCEPTANCE

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

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

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

i).....

ii).....
India

For & on behalf of President of

iii).....

Signature.....
Executive Engineer [E]-Project

Dated:.....

SCHEDULES

SCHEDULE 'A'

Schedule of quantities

-

As enclosed

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

Sr. No	Description of item	Quantity	Rate in figures & words at which the material will be charged to the contractor	Place of issue
-----NIL-----				

SCHEDULE 'C'

Tools and plants to be hired to the contractor

Sr. No	Description	Hire Charge Per Day	Place of Issue
----- NIL -----			

SCHEDULE 'D'

Extra schedule for specific requirements/ documents for the work, if any.	As per tender documents
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SCHEDULE 'E'

Reference to General Conditions of Contract.	General Conditions of contract for CPWD Works 2020 for maintenance work as amended/ modified up to last date of submission of bid.
Name of Work:	ARMO E&M services at DDB Tower- C, Mandi House New Delhi [SH: Making provision for laid down of high wall type indoor units of Mitsubishi heavy make 282 HP VRV Air-Conditioning System]
Estimated Cost of work	Rs. 2,81,599/-
Earnest Money	Rs 5,632/-
Performance Guarantee	Performance Guarantee 3% (Three percent) of accepted tendered amount
Security Deposit.	Security Deposit 2.5% (Two Point Five percent) of accepted tendered amount.

SCHEDULE 'F':- General Rules & Directions:-

1.	Officer Inviting Tender	Executive Engineer [E]-Project, CCW, AIR, Delhi.
2.	Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3	Unlimited [Being maintenance work]

Definitions:-

2 (v)	Engineer-In-Charge	Executive Engineer [E]-Project, CCW, AIR, Delhi
2 (viii)	Accepting Authority	Executive Engineer [E]-Project, CCW, AIR, Delhi
2 (x)	Percentage on cost of materials and labor to cover all overheads and profits.	15 %
2 (xi)	Standard Schedule of Rates	Local Market Rates
2 (xii)	Department	Civil Construction Wing, All India Radio
9 (ii)	Standard CPWD Contract Form	GCC 2020, maintenance work CPWD Form -8 as modified and corrected up to last date of submission of bid
	Clause-1:-	
(i)	Time allowed for submission of performance guarantee after date of issue of letter of acceptance	07 Days

(ii)	Maximum allowable extension beyond the period as provided in (i) above	03 Days [This period can be further extended at the written request by the Contractor by the Engineer-In-Charge for a maximum period ranging from 1 to 15 days with late fee @ 0.1% per day, of performance guarantee amount].
	Clause-2:-	
(i)	Authority for fixing compensation under clause-2	Superintending Engineer [Electrical], CCW, AIR, Soochna Bhawan, Delhi
(ii)	Whether clause-2A shall be applicable	Not Applicable
	Clause-5:-	
(i)	Number of days from the date of issue of letter of acceptance for reckoning date of start	10 Days
(ii)	Time allowed for execution of work	1 Month
	Authority to decide	
(i)	Extension of time for completion of work	Executive Engineer [E]-Project, CCW, AIR, Delhi
	Clause-6, 6A:-	
	Clause applicable- (6 or 6A)	Clause-6
	Clause-7:-	
(i)	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	
(ii)	Whether clause 7A shall be applicable	YES
	Clause 10 A :-	Required T&P shall be arranged by the agency
	Clause 10 B (ii) :-	
(i)	Whether Clause 10 B (ii) shall be applicable	Not Applicable
	Clause-10C:-	
(i)	Component of labour expressed as percent of value of work:-	20 %
	Clause-10-CC:-	Not Applicable
(i)	Clause 10CC to be applicable in contract with stipulated period of completion exceeding the period shown in next column	Not Applicable

	Schedule of component of other materials, Labour, POL etc. for price escalation:-	
(i)	Component of civil (Except materials covered under clause 10CA).	'XM' - Nil %
(ii)	Electrical construction materials expressed as percent of total value of work.	30 %
(iii)	Component of labor expressed as percent of total value of work.	'Y' – 70 %
(iv)	Component of P.O.L. expressed as percent of total value of work.	'Z' Nil %
	Clause-11:-	
(i)	Specifications to be followed for execution of work	C.P.W.D. General Specifications with up to date amendments
	Clause-12:-	
12.2 & 12.3	Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work	Not applicable
12.5	Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation works	Not applicable
	Clause-16:-	
(i)	Competent Authority for deciding reduced rates.	Superintending Engineer [Electrical], CCW, AIR, New Delhi and beyond Chief Engineer [C], CCW, AIR, New Delhi

Clause-36 (i)

S/N	Minimum Qualification of Technical Representative	Discipline	Designation [Principal Technical/ Technical Representative]	Minimum Experience	Number	Rate at which recovery shall be made from contractor in the event of non-deployment

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

Clause-42:- - Not Applicable

RECOVERY OF MATERIAL BEYOND PERMISSIBLE VARIATION

S/N	Description of Item	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond Permissible Variation	Less use from the permissible variation
		-----NIL-----	-----NIL-----

ASW(E)

Executive Engineer [E]-Project

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE BOND)

1. In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement. No.....dated.....made between.....and.....(Hereinafter called "the said contractor(s)")for the work..... (hereinafter called "the said agreement") having agreed to production of a irrevocable bank guarantee for Rs.....(Rupees..... only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, 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.
 2. We(indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees..... only).
 3. We, the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.
- The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We..... (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the Performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till engineer-in-charge on behalf of the government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
 5. We..... (indicate the name of the bank) further agree with the Government that The Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of Performance by the said contractor (s) 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(s) 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(s) or for any forbearance, act of omission on the part

of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid upto unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....
(Rs.....
..... only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the..... day of for

.....
.....(indicate the name of bank).

ASW(E)

Executive Engineer [E]-Project

Schedule of Work

Name of Work: ARMO E&M services at DDB Tower- C, Mandi House New Delhi [SH: Making provision for laid down of high wall type indoor units of Mitsubishi heavy make 282 HP VRF Air-Conditioning System]

S.N.	Description of item	Qty		Rate	Unit	Amount
1	Providing necessary arrangement for down the high type indoor units for making proper gap between ceiling to top of indoor unit for intake the maximum return to the unit as to utilize the maximum performance of the VRF system unit with following job work.					
(a)	Dismantling of indoor units	21	Nos.	Each		
(b)	Supply of copper pipe	10	Mtrs	Mtrs		
(c)	Supply of insulation	21	Mtrs	Mtrs		
(d)	Supply of wire 2 core x 1.5 sq. Mm	5	Mtrs	Mtrs		
(e)	Installation Charges of indoor high wall units	21	Nos.	Each		
(f)	Nitrogen testing 150 lbs	5	cylinder	cylinder		
(g)	Refrigerant gas	120	Kg	Kg		
(h)	Drain pipe size 25 mm dia	5	Mtrs	Mtrs		
(i)	Recommissioning i/c testing of circuit	2	Jobs	Job		
	Total					

ASW(E)

Executive Engineer [E]-Project

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's 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.

ASW(E)

Executive Engineer [E]-Project

Additional term & Conditions

Name of Work: ARMO E&M services at DDB Tower- C, Mandi House New Delhi [SH: Making provision for laid down of high wall type indoor units of Mitsubishi heavy make 282 HP VRV Air-Conditioning System]

1. Contractor should visit the site and acquainted themselves about proposed work before quoting their rates.
2. Proposed works are to be executed as per relevant CPWD General Specification with up to date amendments.
3. No tools and plants shall be supplied by the department. The contractor shall be responsible for arrangement and safe custody of their tools at site.
4. Rates should be quoted **including GST @ 18 %** [CGST- @ 9 % + SGST- @ 9 %] and agency has to submit invoice/bill segregating CGST/SGST at each stage of their payment.
5. The contractor shall take all safety measures while executing the work. Loss of life/damage/accident etc. shall be the sole responsibility of the contractor and no compensation shall be payable by the department.
6. The Executive Engineer [E]-Project shall have the option to terminate the contract at his discretion after serving one week notice without assigning any reasons and without prejudice to Government right and to take action under any other clause of the agreement.
7. All the materials should confirm to relevant BIS Specification/relevant international specification. Before actual use at site, the materials shall be got approved from Engineer-in-Charge who has the right to verify the genuineness of the material supplied and the decision of Engineer-in-Charge shall be final.
8. The contractors are advised not to upload any conditional tender. All conditional tenders shall be summarily rejected.
9. The firm shall submit necessary test certificates of the materials and equipments of the manufacturer before finalization of work.
10. The watch & ward of the materials or installed at site shall be responsibility of the contractor till the installations are successfully commissioned and handed over to the department.
11. Free water & power supply shall be supplied to the contractor during installation, testing & commissioning period.
12. The work is to be carried out at secure & sensitive place. Being a functional station, working hours may be restricted; hence nothing shall be paid extra on account of wastage / loss of labour etc.
13. Contractor shall be responsible for conduct of staff/workers deployed at site.
14. All debris etc. shall be removed from the site of work daily.
15. The work shall be carried out by the specialized workers only upto entire satisfaction of Engineer in charge.

ASW(E)

Executive Engineer [E]-Project