



e-tendering

NIT No. **043/EDM/MUM/2022-23**

Estimated cost: ₹. 1,87,054/-

PRASAR BHARATI
(INDIA'S PUBLIC SERVICE BROADCASTER)
EXECUTIVE ENGINEER (ELECTRICAL)
CIVIL CONSTRUCTION WING:
1st Floor New Broad Casting House,
All India Radio, H T Parikh Marg,
Opposite MLAs Hostel, Mumbai- 400020

E-mail: ccwelect.airmum@nic.in
ccwelect@rediffmail.com

CONTACT 022-20821161

Name of Work: **Special repairs to AIR
Himmatnagar (SH: Providing Tower type
Room Air conditioners for Control Room)**



INDEX

Name of work: Special repairs to AIR Himmatnagar (SH: Providing Tower type Room Air conditioners for Control Room)

Sr. No.	Description	Page Numbers	
		From	To
1	Index	1	1
2	INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING	2	4
3	Receipt of deposition of original EMD	5	5
4	CPWD-6	6	10
5	CPWD-7	11	17
6	INTEGRITY PACT	18	23
7	Form of Bank Guarantee for Earnest Money Deposit /Performance Guarantee/ Security Deposit/Mobilization Advance	24	25
8	TERMINATION OF CONTRACTOR ON DEATH	26	26
9	COMMERCIAL AND ADDITIONAL CONDITIONS	27	29
10	Special Condition for Internal Electrical Installation works	30	30
11	List of approved Makes	31	31
12	SCHEDULE OF WORK (PRICE BID	32	32

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

The **Executive Engineer (E), Civil Construction Wing, All India Radio, Mumbai-20**, on behalf of President of India invites e-tender from approved and eligible contractors of CPWD and those of appropriate list of BSNL, MES, Railways, Department of Post and Gujarat State PWD for the work:

NIT Number	043/EDM/MUM/2022-23
Name of work:	Special repairs to AIR Himmatnagar (SH: Providing Tower type Room Air conditioners for Control Room)
Estimated Cost put to Tender	₹.1,87,054=00
Earnest Money Deposit	₹. 3,741=00
Period of completion	45 (Forty Five) Days
Last date and time of submission of Tender	Up to 12:00 Hrs. on 10/02/2023
Time and date of opening of Price Bid	12:30 Hrs. of 10/02/2023

1. 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 documents required.
2. Information and instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of plans, specifications, 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 the website <https://air.ewizard.in/> free of cost.
4. But the bid can only be submitted after depositing Processing Fee in favour of M/s. ITI Limited and deposition of original EMD in the division office of Executive Engineer(E) CCW, AIR, PB(IPSB), Mumbai-20 or division office of any Executive Engineer (E), Civil Construction Wing, All India Radio, within the period of bid submission (The EMD document shall only be issued from the place in which the office of receiving division office is situated) and uploading the mandatory scanned documents such as Banker's cheque of a Commercial Bank/Account Payee Demand Draft of a Commercial Bank/Fixed Deposit Receipt (FDR) of a Commercial Bank/Insurance Surety Bonds towards EMD in favour of **Executive Engineer (E), CCW AIR PB(BCI), Mumbai-20**, receipt for deposition of original EMD to the Executive Engineer (E), CCW, AIR, PB(IPSB), Mumbai-20 or division office of any Executive Engineer (C/E), Civil Construction Wing, All India Radio, within the period of bid 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.
5. Detailed procedure can be seen in the CPWD-6 for e-Tendering
6. Contractors, who are 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 said website
7. The intending bidder must have valid **Class-III** Digital Signature to submit the bid.
8. On the date of opening of the Bid, the bidder can login and see the bid opening process. After opening of Bids he will receive the competitor bid sheets.
9. Bidder can upload documents in the JPG or PDF format.

10. SC/ST bidders enlisted under Class-V category are exempted from processing fee of e-Tender payable to M/s. ITI Ltd.
11. The Technical Bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.
13. ~~Pre Bid conference shall be held in the chamber of O/o EE (E), CCW, AIR, Mumbai on _____ at Mumbai _____ am/pm to clear the doubt of intending bidders if any. The intending bidders shall send their queries if any on or before _____ Hrs. of _____ by email to ccwelect.airmum@nic.in or ccwelect@rediffmail.com~~

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

1	Bankers cheque of a Commercial Bank/Account Payee Demand Draft of a Commercial Bank/Fixed Deposit Receipt (FDR) of a Commercial Bank/Insurance Surety Bonds/ Bank Guarantee (for balance amount as prescribed) from a Commercial Bank against Earnest Money Deposit [Must be submitted as a single instrument. If a part of EMD is submitted in the form of Bank Guarantee issued by a Commercial Bank, the balance 50% of EMD should be deposited in shape prescribed above
2	Copy of receipt for deposition of original EMD issued from division office of any Executive Engineer (Including NIT issuing EE/AE), CCW AIR, within the period of bid submission (The EMD document shall be issued from the place in which the office of receiving division office is situated)
3	Certificate of Registration for GST or UNDERTAKING 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 AIR, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by CCW AIR or GST department in this regard.
4	Certificates of Work Experience, of similar nature in Para 1.2 of Form CPWD-6. (Not applicable for CPWD enlisted contractors of appropriate class.) The agency should have experience of having successfully completed in Central Government, State Government, PSUs and other Government Local bodies during last seven years ending last day of the month previous to the one in which applications are invited. Three similar completed works each of value not less than 40% of the estimated cost put to tender OR Two similar completed works each of value not less than 60% of the estimated cost put to tender OR One similar completed work of value not less than 80% of the estimated cost put to tender. All amounts rounded off to a convenient figure. Attested copies of completion certificate issued by the officer of the client department of the rank of Executive Engineer or equivalent will have to be furnished along with the application, the completion certificate must clearly indicate: 1. Name of work: 2. Value of work: 3. The date of completion of work: 4. Performance of the work: The agency should submit schedule of work against the completion certificate to assess the nature of similar work as per NIT
5	Undertaking as per Para 1.2 of Form CPWD-6
6	Affidavit as specified in Para 10 of Form CPWD-6 on non-judicial stamp paper of Rs. 100/- duly notarized
7	Valid Enlistment Order of the Contractor
8	Electrical Contractors license
9	Certificate or Registration of EPF and ESI should be uploaded or in case the contractor feels that the EPF and ESI Acts are not applicable in his case and such registration certificates are not required for the work he shall upload the necessary undertaking to this effect Note:

	Tenderer shall be allowed to enter into the agreement only on production of Indemnity bond in favor of CCW-AIR against any EPF and ESI liability with a copy of PAN card. (In the event of failure on the part of the contractor, to comply with condition stated above, full EMD will be forfeited in favor of CCW-AIR and no claim what so ever shall be entertained on this account)
--	---

**EXECUTIVE ENGINEER (ELECTRICAL)
CCW AIR PB (IPSB) MUMBAI-20**

No.EE (E)/MUM/CCW/NIT-043/2022-23/

Date: 02/02/2023

1. The Superintending Engineer (Elect.), CCW, AIR Nagpur
2. The Executive Engineer (Civil), CCW, AIR Mumbai/Pune/Vadodara.
3. The Assistant Engineer (Civil.) I/II, CCW, AIR MUMBAI/Pune/Vadodara/Ahmedabad/Rajkot.
4. The Assistant Engineer (E) CCW, AIR, MUMBAI/Pune.
5. Notice Board.
6. By mail to webupdates.pbns@gmail.com for uploading on Prasar Bharati Web site.

EXECUTIVE ENGINEER (ELECTRICAL)

Receipt of deposition of original EMD
(Receipt No/ date.....)

1	Name of Work	Special repairs to AIR Himmatnagar (SH: Providing Tower type Room Air conditioners for Control Room)
2	NIT No	043/EDM/MUM/2022-23
3	Estimated Cost	₹ 1,87,054=00
4	Amount of Earnest Money Deposit	₹ 3,741=00
5	Last date of submission of bid	12:00 Hrs. on 10/02/2023

1	Name of Contractor	
2	Form of EMD	
3	Amount of Earnest Money Deposit	
4	Date of submission of EMD	

**Signature, Name and Designation of EMD
Receiving officer (EE/ASW/AE/AAO)
Along with office stamp**

INFORMATION AND INSTRUCTIONS 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 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 upload by tender inviting EE. The Receipt may be issued by the AE (P)/AE/AAO.
4. The Executive Engineer receiving original EMD shall also intimate tender inviting Executive Engineer about deposition of EMD by the agency by Email/Fax/telephonically.
5. The original EMD receiving Executive Engineer shall release the EMD after verification from the E-tendering portal website (<https://air.ewizard.in/>> tender free view>advance search> awarded tenders) that the particular contractor is not L-1 tenderer and work is awarded.
6. The tender inviting Executive Engineer will call for original EMD of the L-1 tenderer from EMD receiving Executive Engineer immediately

PRASAR BHARATI
(India's Public Service Broadcaster)
CIVIL CONSTRUCTION WING, ALL INDIA RADIO

NOTICE INVITING e-TENDER

1. The **Executive Engineer (E), Civil Construction Wing, All India Radio, Mumbai-20**, on behalf of President of India invites e-tender from approved and eligible contractors of CPWD and those of appropriate list of BSNL, MES, Railways, Department of Post and Gujarat State PWD for the work: **Special repairs to AIR Himmatnagar (SH: Providing Tower type Room Air conditioners for Control Room)**

The enlistment of the contractors should be valid on the last date of sale of tenders.

- 1.1 The work is estimated to cost **₹. 1,87,054/-**. This estimate, however, is given merely as a rough guide.
- 1.1.1. The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. 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 bidder is eligible to submit the bid provided he has definite proof from the appropriate authority i.e. not below the rank of Executive Engineer, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works, in the last seven years ending in Central Government, State Government, PSUs and other Government Local bodies. The works completed up to previous day of last date of submission of tender shall also be considered.

Criteria of eligibility for submission of bid 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-I Buildings & Roads (erstwhile Composite/ Building/ infrastructure) category Contractor (However, for Horticulture category, it may be modified as per bidding limit of CPWD class I contractors of Horticulture category).~~

- ~~(i) **Three** similar completed works each of value not less than 40% of the estimated cost put to tender
OR **Two** similar completed works each of value not less than 60% of the estimated cost put to tender
OR **One** similar completed work of value not less than 80% of the estimated cost put to tender~~
- ~~(ii) For EPC tender under Mode-I/II only (Applicable for CPWD enlisted contractors of appropriate class also).~~

~~One completed work costing not less than Rs. _____ executed with the structural system technology as proposed by bidder in the letter of transmittal during the last 7 years ending last day of the month previous to the one in which tenders are invited. This work can be part of eligible work at 1.2.1 (i) above or as a separate work~~

Note:-

~~For works costing above tendering limit of class-II Buildings & Roads (erstwhile Composite/ Building/ infrastructure) category contractors but up to tendering limit of Class-I Buildings & Roads (erstwhile Composite/ Building/ infrastructure) category Contractor (However, for Horticulture category, it may be modified as per bidding limit of CPWD class II and CPWD Class-I contractors respectively of Horticulture Category) 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-I (Super) Buildings & Roads (erstwhile Composite/ Building/ infrastructure) category Contractor (However for Horticulture category, it may be modified as per bidding limit of CPWD class I contractors of Horticulture Category).~~

- ~~(i) **Three** similar works each of value not less than Rs. Or **two** similar works each of value not less than Rs. or **one** similar work of value not less than Rs. (all figures rounded to nearest convenient figure) during the last 7 years ending last day of the month previous to the one in which tenders are invited.~~

~~(ii) For EPC tender under Mode-I/II only (Applicable for CPWD enlisted contractors of appropriate class also).~~

~~One completed work costing not less than Rs. _____ executed with the structural system technology as proposed by bidder in the letter of transmittal during the last 7 years ending last day of the month previous to the one in which tenders are invited. This work can be part of eligible work at 1.2.1 (i) above or as a separate work~~

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 (Para 1.2.1(i) and Para 1.2.2(i) are not applicable for CPWD enlisted contractors of appropriate class. Para 1.2.1(ii) and Para 1.2.2(ii) are also applicable for CPWD enlisted contractors of appropriate class).

To become eligible for issue of bid, the bidders shall have to furnish an undertaking as under (Applicable if work experience is stipulated in para 1.2 above):

"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 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 is 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. 7**, 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 **45 (Forty Five) Days** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
 4. The site for the work is available.
 5. Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen from website <https://air.ewizard.in/> free of cost.
 6. ~~Pre Bid conference shall be held in the chamber of O/o EE (E), CCW, AIR, Mumbai on _____ at Mumbai _____ am to clear the doubt of intending bidders if any. The intending bidders shall send their queries if any on or before _____ Hrs. of _____ by email to ccwelect.airmum@nic.in or ccwelect@rediffmail.com~~
 7. After submission of the Tender the contractor can re-submit revised tender any number of times but before last time and date of submission of tender as notified.
 8. While submitting the revised tender, contractor can revise the rate of one or more item/s any number of times (he need not re-enter rate of all items) but before last time and date of submission of tender as notified.
 9. When tenders are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the tender submitted earlier shall become invalid.

10. Earnest Money of ₹ 3,741=00 the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (for balance amount as prescribed) from any of the Commercial Banks [drawn in favour of **The Executive Engineer (E), CCW AIR PB (BCI), Mumbai-20**] shall be scanned and uploaded to the e-tendering website within the period of bid submission. **The original EMD should be deposited either in the office of Executive Engineer (E), CCW, AIR, PB (IPSB), Mumbai-20 or division office of any Executive Engineer (C/E), Civil Construction Wing, All India Radio, within the period of bid submission (The EMD document shall only be issued from the place in which the office of receiving division office is situated). The Executive Engineer (C/E), CCW, AIR, PB (IPSB), shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format uploaded by the Executive Engineer (E), CCW, AIR, PB (IPSB), Mumbai 20 in the NIT. This receipt shall be also 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, 50% of Earnest Money or Rs.20 lakh, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee of any Commercial 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. 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.~~

The Certified copy of all the scanned and uploaded documents shall be deposited by the lowest tenderer within a week after opening of financial bid failing which the tender shall be rejected.

The following affidavit in this regard on their letterhead shall also be uploaded by the intending bidders:

The certified copy of all the scanned and uploaded documents specified in the Press Tender Notice/NIT shall be deposited by me/us with the Executive/Executive Engineer (Electrical), Civil Construction Wing, All India Radio, Mumbai-20, in case I/we become the lowest tender within a week of opening of the financial bid otherwise the Department (CCW-AIR) may reject the tender and take action to debar me/us from tendering in CCW-AIR for a period of three years and can write to the Competent Authority for cancellation of my/our enlistment.

(Originals of the uploaded documents shall be shown for verification).

Interested contractor who wish to participate in the bid has also to make following payments within the period of bid submission:

E-Tender Processing Fee admissible shall be payable to M/s. ITI Limited through their e-gateway by credit/debit card, internet banking or RTGS/NEFT facility.

Copy of Enlistment Order and certificates of work experience and other documents as specified in the tender/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 the tender notice shall have to be submitted by the lowest bidder only 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. ITI Limited and Original EMD deposited with division office of CCW, AIR, PB (IPSB) Mumbai-20 or division office of any Executive Engineer (C/E), Civil Construction Wing, All India Radio, within the period of bid submission and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 12:30 Hrs. on 10/02/2023

11. 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 all the documents (including GST) 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;
 - (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 tenderer in the office of tendering opening authority;
12. The contractor whose tender is accepted will be required to furnish Performance Guarantee of 3% (Three percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks 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.
 13. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, 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.
 14. The competent authority on behalf of President of India does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
 15. 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.
 16. 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.
 17. The contractor shall not be permitted to tender for works in the CCW AIR PB(BCI) 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 Civil Construction Wing of All India Radio or in the Ministry of Information & 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.
 18. No Engineer of Gazette rank or other Gazette officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

19. The tender for the works shall remain open for acceptance for a period of **30 (Thirty) days** from the date of opening of **Price Bid**. 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 to forfeit **50%** of the said earnest money as aforesaid.
20. 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 7 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 part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. **Form No. 7**.

EXECUTIVE ENGINEER (E)
CCW AIR PB (IPSB) MUMBAI-20

P R A S A R B H A R A T I
(INDIAS PUBLIC SERVICE BROADCASTER)
CIVIL CONSTRUCTION WING, ALL INDIA RADIO

State : **GUJARAT**
Branch : E & M.
Zone : WEST

Circle : NAGPUR
Division : MUMBAI
Sub-Division : **Pune**

Percentage rate Tender & Contract for Works

Name of work: Special repairs to AIR Himmatnagar (SH: Providing Tower type Room Air conditioners for Control Room).

- (i) To be submitted online through the website <https://air.ewizard.in/> by 11.00 hours on 10/02/2023 to the Executive Engineer (E), Civil Construction Wing, All India Radio, Prasar Bharati (IPSB), Mumbai-20.
- (ii) To be opened online at the website <https://air.ewizard.in/> in presence of tenderers who may be present online at 12:30 hours on 10/02/2023 in the office of the Executive Engineer (E), Civil Construction Wing, All India Radio, Prasar Bharati (IPSB), Mumbai-20.

Tender submitted online at the website <https://air.ewizard.in/> by the contractor

T E N D E R.

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 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 **30 (Thirty) days** from the Opening of **Price Bid** thereof and not to make any modifications in its terms and conditions.

A sum of ₹ 3,741=00 the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (for balance amount as prescribed) from any of the Commercial Banks as Earnest Money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence the work specified I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said 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 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: _____

Witness:
Address:

Occupation:

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 ` _____
(Rupees _____

_____)

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

- i)
- ii)
- iii)

For and on behalf of the President of India,

Dated: _____

Signature: _____

Designation: **Executive Engineer (E)**
Civil Construction Wing
All India Radio, PB (IPSB)
MUMBAI-400 020.

SCHEDULES

Name of work: Special repairs to AIR Himmatnagar (SH: Providing Tower type Room Air conditioners for Control Room)

SCHEDULE 'A'

Schedule of quantities - As per "schedule of quantity" from Page No. 32

SCHEDULE 'D'

Extra Schedule for specific requirements/documents for the work, if any.	Additional Commercial Conditions /documents & Technical Specifications attached
--	---

SCHEDULE 'E'

Reference to General Conditions of Contract:-	GCC 2020 for Construction works with amendments up to last date of submission of Bid.
---	---

Name of Work	Special repairs to AIR Himmatnagar (SH: Providing Tower type Room Air conditioners for Control Room)	
i)	Estimated cost work	Rs 1,87,054=00
ii)	Earnest Money	Rs 3,741=00
iii)	Performance Guarantee	3% of Tendered Amount
iv)	Security Deposit	2.5% of tendered value Plus 50% of stipulated P.G

SCHEDULE 'F'

General Rules & Directions:

Officer inviting Tender		:	Executive Engineer (E),CCW, AIR, PB (IPSB), Mumbai-20
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		:	As per Clause 12
Definitions :			
2(v)	Engineer-in-Charge	:	Executive Engineer (E),CCW, AIR, PB (IPSB), Mumbai-20
2 (viii)	Accepting Authority	:	Executive Engineer (E), CCW AIR Mumbai
2 (x)	Percentage on cost of materials and labor to cover all overheads and profits	:	15%
2 (xi)	Standard schedule of Rates	:	CPWD DSR 2022 with amendments up to last date of submission of Bid
2 (xii)	Department	:	Civil Construction Wing, All India Radio
9 (ii)	Standard CPWD contract form	:	CPWD form 7 (Percentage rate) with amendments up to last date of submission of Bid

Clause 1

Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, Program Chart (Time and Progress) and applicable labor licenses, registration with EPFO, ESIC, and BOCW welfare Board or proof of applying thereof from the date of issue of letter of acceptance.	:	07 days
Maximum allowable extension with late fee 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above.	:	05 days

Clause 2

Authority for fixing compensation under clause – 2	:	Superintending Engineer (E) Civil Construction Wing, All India Radio, Nagpur
--	---	--

Clause 2A

Whether Clause 2A shall be applicable	:	YES / NO
---------------------------------------	---	----------

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start	:	07 (Seven) Days
---	---	-----------------

MILE STONE (S) AS PER TABLE GIVEN BELOW**Table of Milestone (s)**

S.N o.	Description of Milestone (Physical)	Time allowed in days(from date of start)	Amount to be with-held in case of non-achievement of mile stone
1			
2			
3			
4			

Time allowed for execution of work	:	45 (Forty Five) Days
------------------------------------	---	----------------------

Authority to Decide:

1. Extension of time	:	Executive Engineer (E) Civil Construction Wing, All India Radio, Mumbai
2. Rescheduling of mile stones	:	Executive Engineer (E) Civil Construction Wing, All India Radio, Mumbai
3. Shifting of date of start in case of delay in handing over of site	:	Executive Engineer (E) Civil Construction Wing, All India Radio, Mumbai

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.	:	As per terms of payment
---	---	-------------------------

Clause 7 A

Whether Clause 7A shall be applicable. No running account bill shall be paid for the work till the application labour licenses, registration with EPFO, ESIC and BOCW welfare board which ever applicable are submitted by the contractor to the Engineer-in-Charge.	:	Yes/No
---	---	--------

Clause 8 A

Authority to decide compensation on account if contractor fails to submit completion plans	:	Engineer-in-Charge
--	---	--------------------

Clause 10 A

List of testing equipment to be provided by the contractor at site lab.	:	As per instruction of Engineer-in-charge & requirement of work
---	---	--

Clause 10-B (ii)

Whether clause 10-B(ii) shall be applicable	:	No
---	---	----

Clause 10-C.

Component of labour expressed as percent of value of work	:	20%
---	---	-----

Clause 10 CA**Applicable/Not Applicable**

S. No	Materials covered under this clause	Nearest material (other than cement, reinforcement bars and structural steel) for which All India Wholesale price index to be followed	Base price of all the materials covered under clause 10CA
1			
2			
3			

Clause 10CC

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.	:	More Than 12 Months
Schedule of component of other Materials, Labour, POL etc. for price escalation.	:	Not Applicable

Component of civil (Except materials covered under clause 10 CA)/ Electrical construction materials expressed as percent of total value of work.	Xm	Not Applicable
Component of labour expressed as percent of total value of work.	Y	
Component of POL expressed as percent of total value of work	Z	

Clause 11

Specifications to be followed for execution of work	:	CPWD General Specifications for Electrical works Part-I & II with up to date amendments and additional commercial & technical conditions attached.
---	---	--

Clause 12

Authority to decide deviation up to 1.5 times of tendered amount : Engineer-in Charge

Type of Work	:	ORIGINAL/ MAINTENANCE
12.2. & 12.3		
(i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work)	:	100%/ No Limit
(ii) Deviation Limit for items in earth work sub head of DSR or related items	:	Not applicable

Clause 16

Competent authority for deciding reduced rates	:	Superintending Engineer (E) Civil Construction Wing, All India Radio, PB(IPSB), Nagpur
--	---	---

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site.	:	As per requirement at site
---	---	----------------------------

Clause 19C

Authority to decide penalty for each default Clause	:	Engineer-in Charge
---	---	--------------------

Clause 19D

Authority to decide penalty for each default Clause	:	Engineer-in Charge
---	---	--------------------

Clause 19G

Authority to decide penalty for each default Clause	:	Engineer-in Charge
---	---	--------------------

Clause 19K

Authority to decide penalty for each default Clause	:	Engineer-in Charge
---	---	--------------------

Clause 25

Constitution of Dispute Redressal Committee (DRC)

For all claims in dispute

Chairman-		
Member-1		
Member-2		

Clause 32**Requirement of Technical Representative(s) and recovery Rate**

Cost of work (Rs. in crores)	Requirement of Technical Staff		Minimum experience (Years)	Designation Technical staff	Rate at which recovery shall be made from the contractors in the event of not fulfilling
	Qualification	Number (of Major + Minor component)			
More than 15 lakh to 1.5 crore	Graduate Engineer or Diploma Engineer (E&M)	1 of major component	2 or 5 respectively	Project Manager Cum planning/ quality/ site/ billing Engineer	Rs. 15,000/- per Month per person

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

Diploma holder with minimum 10 year 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

- i. (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of N.A. printed by CPWD
- ii. Variation permissible on theoretical quantities:

a) Cement for works with estimated cost put to tender not more than Rs. 5 lakhs	:	Not Applicable
for works with estimated cost put to tender more than Rs 5 lakh	:	Not Applicable
b) Bitumen for all works.	:	Not Applicable
c) Steel Reinforcement and structural steel sections for each diameter, section and category.	:	Not Applicable
d) All other materials	:	Nil

INTEGRITY PACT

To,

.....,

.....,

.....

Sub: NIT No **043/EDM/MUM/2022-23** for the work **Special repairs to AIR Himmatnagar (SH: Providing Tower type Room Air conditioners for Control Room)**

Dear Sir,

It is hereby declared that CCW AIR is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

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

Yours faithfully

Executive Engineer

INTEGRITY PACT

To,
Executive Engineer (Electrical),
Civil Construction Wing,
All India Radio, Mumbai

Sub: Submission of Tender for the work of **Special repairs to AIR Himmatnagar (SH: Providing Tower type Room Air conditioners for Control Room)**

Dear Sir,

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

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

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

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at **Mumbai** on this..... Day of..... 20.....

BETWEEN

President of India represented through Executive Engineer (E) CCW AIR Mumbai, (Hereinafter referred as the (Address of Sub Division) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual/firm/Company) through..... (Hereinafter referred to as the (Details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner have floated the Tender (NIT No. **043/EDM/MUM/2022-23**) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for **Special repairs to AIR Himmatnagar (SH: Providing Tower type Room Air conditioners for Control Room)** Hereinafter referred to as the "Contract". AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article 1: Commitment of the Principal/Owner

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

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

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

Article 3: Consequences of Breach

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

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or

terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

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

Article 7- Other Provisions

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

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)
EXECUTIVE ENGINEER (E)
CCW AIR MUMBAI

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

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)
Place:

Dated:

(On Non Judicial stamp paper of minimum Rs. 100)
(Guarantee offered by Bank to CCW AIR in connection with the execution of contracts)
**Form of Bank Guarantee for Earnest Money Deposit /Performance Guarantee/ Security
Deposit/Mobilization Advance**

- ~~1. Whereas the Executive Engineer (Electrical) CCW AIR Mumbai on behalf of the President of India (hereinafter called "**The Government**") has invited bids under **NIT No.043/EDM/MUM/2022-23 for Special repairs to AIR Himmatnagar (SH: Providing Tower type Room Air conditioners for Control Room)**~~
- ~~2. The Government has further agreed to accept irrevocable Bank Guarantee for Rs. (Rupees only) valid up to (date)*..... as Earnest Money Deposit from..... (Name and address of contractor) '.....', (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.~~

OR

1. Whereas the Executive Engineer (Electrical) CCW AIR Mumbai on behalf of the President of India (hereinafter called "The Government") has invited bids under NIT NO **043/EDM/MUM/2022-23 for Special repairs to AIR Himmatnagar (SH: Providing Tower type Room Air conditioners for Control Room)**
2. The Government has further agreed to accept irrevocable Bank Guarantee for Rs..... (Rupees only) valid up to..... (Date)*..... as Performance Guarantee/ Security Deposit/Mobilization Advance from..... (Name and address of contractor) "....." (Hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.
3. We _____ (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.
4. We _____ (Bank) _____ do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(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).
5. 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 thereunder and the contractor(s) shall have no claim against us for making such payment.
6. We _____ (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 for-bear 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.
7. We _____ (Bank) _____ further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities
8. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
9. We _____ (Bank) _____ lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

10. This guarantee shall be valid up to _____ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within 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.

Date:

Witnesses:

1 Signature
 Name and Address

2 Signature
 Name and Address

Authorized signatory

Name:

Designation:

Staff Code No:

Bank Seal

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

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

TERMINATION OF CONTRACT ON DEATH

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Divisional Officer on behalf of the President of India shall have the option of terminating the contract without compensation to the contractor.

Whenever any claim, against the contractor from the payment of sum money arises out or under the contractor, Government shall be entitled to recover such by appropriating. In part or whole, the security deposit of the contractor and he shall any Government promise notes, etc. forming the whole or part of such security. In the event of the security being insufficient or if no sum recoverable as the case may be shall be deducted from any sum then due which at any time. where after may become due from the contractor under this or any other contract with Government should this sum be not sufficient to cover the full amount recoverable the contractor shall be to Government on demand the balance remaining due.

Government shall have the right to cause any audit and technical examination of the works and the bill of the contractor including all supporting vouchers, abstracts etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by him under contract and found not to have been executed the contractor shall be liable to refund the amount cover the same from him the manner prescribed in sub-clause(1) of this clause or in any other manner legally permissible and if as result of audit and technical examination it is found that the contractor was paid less than that was due to him under if the amount of such under payment shall be fully paid by the Government to the contractor.

Provided the Government shall not entitled to recover any such overpaid, nor the contractor shall be entitled to payment of any such paid short where as payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other hand under any term of the contract permitting payment of work after assessment by the Superintending Engineer or the Executive Engineer.

EXECUTIVE ENGINEER (ELECT)

COMMERCIAL AND ADDITIONAL CONDITIONS

1. The work is to be executed at All India Radio, Navrangpura, Ahmedabad
2. The work shall be executed as per CPWD General Specifications for Electrical Works Part – I, II and as amended up to date, relevant I.E. Rules, BIS, IEC and as per directions of Engineer – in –Charge. These additional Specifications are to be read in conjunction with above and in case of variations; specifications give in this Additional condition shall apply. However, nothing extra shall be paid on account of these additional specifications & conditions as the same to be read along with schedule of quantities for the work.
3. The tenderers should, in their own interest, visit the site and familiarizes themselves with the site conditions before tendering.
4. No T & P shall be issued by the Department and nothing extra shall be paid on account of this.
5. The tenders are advised not to deviate from the technical specifications / items, commercial terms and conditions of NIT like terms of payment, guarantee, arbitration clause, escalation etc.
6. The price bids of only prequalified firm shall be opened. The time and date of opening of price bid shall be intimately later on.
7. In case it is found that the tender of any of tenderer is not in line with NIT Specification, requirements or contains many deviations, the department reserves the right to reject the tender of such firm(s) without making any reference to the tenderers(s).
8. The tenders will be opened by the Executive Engineer (E), Civil Construction Wing, All India Radio, Mumbai in the presence of the interested representatives of the tenderers who wish to be present on due date as decided.
9. The department reserves the right to reject any or all the tenders and call for fresh tenders as the case may be without assigning any reason.
10. **Terms of Payment:-**
 - i) **80%** of the Contract value against delivery, pro-rata of the value of goods delivered after checking of the same at the site of the work by the Engineer-in-Charge and certified all these(materials and goods) in good condition without any defect and worth use in work.
 - ii) **10%** on completion of installation work duly certified by the Engineer-in-Charge (done without defect &as per specification).
 - iii) 10% will be paid after testing, commissioning and handing over to the department for beneficial use.
 - iv) A sum @ 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 deductions shall be made unless the contractor has deposited the amount of security at the rate mentioned in cash or Government securities or Fixed Deposit Receipts. This is in addition to the performance guarantee that the contractor is required to deposit.
11. **Rates:-**

The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including GST), duties and levies and all charges for packing, forwarding, insurance, freight & delivery, installation, testing, commissioning etc. at site including temporary constructional storage, risk, overhead charges, general liabilities / obligations and clearance from local authorities, if any. However, the fee for these inspections shall be borne by the department. The department will not issue Octroi exemption certificate.
12. **Completeness of tender:-**

All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections and all other items which are useful & necessary for efficient assembly and installation of equipment & components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.
13. **Care of the building :-**

Care shall be taken by the contractor while handling and installing the various equipment's and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work.

14. **Completion Period:-**

The completion period of **45 (Forty Five) Days** indicated in the tender documents is for the entire work of planning, designing, supplying, and installation, testing, commissioning and handing over the entire system to the satisfaction of the Engineer-in-charge.

15. **Performance Guarantee:-**

The successful tenderer shall submit an irrevocable performance guarantee of 5% of the tendered amount in addition to the other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement within 15 days of issue of letter of intent. This guarantee shall be in the form of government securities or fixed deposit receipts or guarantee bonds of any scheduled bank or the State Bank of India in the specified format. The performance guarantee shall be initially valid up to the stipulated date of completion plus 60 (sixty) beyond. This bank guarantee shall be kept valid till the recording of completion certificate for the work by the competent authority.

16. **Guarantee:-**

All the equipment's shall be guaranteed for a period of 12 (twelve) months from the date of taking over the installation by the department against unsatisfactory performance and / or breakdown due to defective design, workmanship of materials. The equipment's or components or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced with cost, to the satisfaction of the Engineer-in-Charge. In case it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final.

17. **Power Supply:-**

Electric service connection of 415 V.3 phase, 4 Wire, 50 Hz, AC supply shall be provided by the department for installation purpose free of charge.

18. **Water supply:-**

Water supply shall be made available by the department at one point in the campus free of cost.

19. Data Manual and Drawings to be furnished by the tenderers.

With tender:- The tenderer shall furnish along with the tender, detailed technical literature, pamphlets and performance data for appraisal and evaluation of the offer.

20. **After award of work:-**

The successful tenderer should furnish well in advance three copies of detailed instructions and manuals of manufacturer for all items of equipment's regarding installation and maintenance including preventive maintenance and troubleshooting together with all the relevant data sheet, spare part catalogue and workshop procedure for repairs, assembly and adjustment etc. all in triplicate.

Extent of work

- i. The work shall comprise of entire labour including supervision and all material necessary to make a complete installation and such tests and adjustments and commissioning as may be required by the department. The term complete not only mean major items of the plant and equipment's covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender documents in connection with this contract.
- ii. Minor building works, necessary for installation of equipment's, foundation, making opening in walls or in floors and restoring to their original condition, finish and necessary grouting etc. as required.
- iii. The work is turnkey project. Any item required for completion of the project but left inadvertently shall be executed within the quoted rates.

21. **Inspection and testing :-**

Copies of all documents of routine and type test certificate of the equipment's, carried out at the manufacturer's premises, shall be furnished to the Engineer-in-Charge and consignee. After completion of the work in all respect, the contractor shall offer the installation for testing and operation.

22. **Validity :-**

Tender shall be valid for acceptance for a period of **30 (Thirty) days** from the date of opening of Price Bid.

23. Compliance with Regulations & Indian Standards: - All work shall be carried out in accordance with relevant regulation, both statutory and those specified by Indian Standards related to the works covered by this specification. In particular the equipment and installation will comply with the following.

- i. Factories Act with update amendments.
- ii. Indian Electricity Rules with update amendments.
- iii. IS & BS Standards as applicable with update amendments.
- iv. Workmen's compensation Act with update amendments.
- v. Statutory norms prescribed by any local bodies like power Supply Company etc.

24. Nothing in the specification shall be construed to relieve the successful tenderer of his responsibilities for design manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulation and safety codes.
25. Successful tenderer shall arrange for compliance with statutory provisions for safety regulation and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirements would make the tenderer liable for penalty of Rs. 500.00 for each default. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.
26. **Indemnity:-**
The successful tenderer shall at all times indemnify the department consequent on this works contract. The successful tenderer shall be liable in accordance with the Indian Law and Regulation for any accident occurring due to any cause and the department shall not be responsible for any accident or damage incurred or claims arising there from during the period of erecting, construction and putting into operation the equipment and ancillary equipment's under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer due to the above.
27. **Erection Tools:-**
No tools and tackles either for unloading or for shifting the equipment's for erection purpose would be made available by the department. The successful tenderer shall make his own arrangements for all these facilities.
28. **Cooperation with other agencies:-**
The successful tenderer shall coordinate with other contractors and agencies engaged in the construction of the building, if any, and exchange freely all technical information so as to make the execution of this works contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonably hindrance is caused to other agencies and any completed portion of the work has to be dismantled and redone for want of cooperation and coordination by the successful tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the successful tenderer himself. The work will be carried out with least disturbance during shifting and shut down taken in consultation with client department.
29. **Mobilization Advance:-**
No mobilization advance for this work shall be paid.
30. **Insurance and storage:-**
All consignments are to be duly insured up to the destination from warehouse at the cost of the supplier. The insurance cover shall be valid till the equipment is handed over duly installed, tested and commissioned.
31. **Verification of correctness of Equipment at destination:-**
The contractor shall have to produce all the relevant records to certify that the genuine equipment from the manufacturers has been supplied and erected.
32. **Painting:-**
This shall include cost of painting of entire installation before dispatch to the site. However, angle iron post, steel fabric, supports etc. shall be painted with required shade including painting with the costs of anticorrosive primer paint at site.
33. **Maintenance:-**
Sufficient trained and experienced staff shall be made available to meet any exigency of work during the guarantee period of one year from the handing over of the installation.
34. **Interpreting Specifications:-**
In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions.
- i. Description of Schedule of quantities.
 - ii. Particular specification and special condition.
 - iii. Drawings.
 - iv. CPWD Specifications.
 - v. Relevant BIS or other international code in case BIS Code is not available/ ASHRAE standards.

Executive Engineer (E)

Special Condition for Internal Electrical Installation works

- 1) All material required to be used on work shall be got approved from the Engineer-In-Charge, we in advance.
- 2) Earthing, Cable laying, Cement concrete works and testing of the installation shall be done in presence of the Engineer-In-Charge or his authorized representative.
- 3) On completion of work the Contractor shall test the installation and produce Test Certificate along with completion plan in accordance with the CPWD specification failing which a recovery shall be made from the bill of the Contractor as per Clause 8B.
- 4) Description of items underlined in the Schedule of work shall be used for abbreviation nomenclature of items for measurement and running account bills only.
- 5) All debris at site shall have to be removed by the contractor before handing over the installation to the Department.
- 6) The Main board shall be fabricated in consultation with the Engineer-In-Charge. Adequate space for providing energy meter, Cut out for providing Energy Meter, Cut out for providing Service Connection shall also be made on the Main Board.
- 7) The Successful tendered shall be making his own arrangement for storage and watch and ward of materials whether the same brought by him or supplied by the department. He shall remain responsible for watch and ward of installation and other fitting till these are commissioned and handed over to the department.
- 8) Cement required for the work shall have to be procured by the Contractor himself.
- 9) Electrical contractor will make recess in-brick work by cutting chases for provision of Electrical conduit and metal box according to the electric drawings for electrical services. Electrical Contractor will fix the conduits and boxes and there after close the chases up to the surface of masonry work in cement mortar 1:4 (1 Cement 4 Sand). There after surface of chases shall be plastered and finished by the Contractor (Civil Contractor) with mix and specification same as for plaster to ensure smooth and even surface. Nothing extra shall be paid to the contractor for above operations irrespective of whether the chases are not before or after plastering of the Wall.
- 10) All the fitting and fans should be proper Earthed.
- 11) Termination of wiring inside the DB's and Main Board should be by crimped connection. For which no extra payment shall be made.
- 12) The brass batten angle holder should be ISI marked.
- 13) The agency will have to return back the dismantled material if any except as specified in the item, to the concerned AE (E)/JE (E) at his store, for which no extra cartage shall be paid.
- 14) Before starting the fabrication. The Contractor shall prepare drawing of the Main Board, shall be got approved from the Engineer-In-Charge.
- 15) Following makes for use in the work are preferred. Prior approval of Engineer in charge is necessary for deviation from the preferred makes.
- 16) The contractor or his representative is bound to sign the site order book as and when required by the Engineer-in-Charge and to comply with the remarks therein
- 17) The entire installation shall be at the risk and responsibility of the contractor until these are tested and handed over to the department. However if there is any delay in construction from the department side, the installation may be taken over in parts, but the decision on the same shall rest with Engineer-in-Charge which shall be a binding on the contractor.
- 18) No claim for idle labour shall be entertained.
- 19) The connection, inter connection, earthing and inter earthing shall be done by the contractor wherever required and nothing extra shall be paid on this account.
- 20) Any accident liabilities will be the responsibility of the Contractor.
- 21) No T & P will be issued to the Contractor

List of Acceptable make

A)	PVC insulated FRLS copper Conductor single core Cable/XLPE 1.1 KV grade armoured cables	:	Polycab / RR Cable / Avocab / Bin Cab / Havells / Finolex or any ISI marked
B)	Modular Accessories	:	Roma-Anchor / MK-Wraparound / Legrand / Spectra-Presium / Philips
C)	PVC Conduit/Trunking	:	Precision / Mihir / Modi / Press Fit/Diamond/ Legrand
D)	Telephone TV Wire	:	Finolex / Delton / Havells / Polycab
E)	Exhaust Fan	:	Bajaj / Almonard / Khaitan / Usha
F)	Ceiling Fan	:	Usha / Bajaj / Khaitan / Orient/ Havells/Luker
G)	Wall bracket/Streetlights/Poles/LED fittings	:	Havells/ Bajaj/ Philips/Wipro/ Luker/K Lite/ Glowmac
G)	MCB's & MCB DB's	:	Havells / Standard / ABB / HPL / L&T / Legrand / Indo Kopp / EE/ Indoasian
H)	Energy Meters	:	HPL / Schneider / Secure / Conzerv/ L&T/ Rishabh/ Trinity / Elmeasure
I)	Switch Gears	:	HPL / L&T / Havells / EE / Schneider / Indoasian
J)	Capacitor Banks	:	Schneider / Prabodhan / Subhodhan / Mihir / L&T / BCH
K)	Panel Meters	:	L&T / Havells / HPL / AE / Schneider / Secure / Conzerv/ Rishabh/ Trinity / Elmeasure
L)	LED fittings	:	Havells/Philips/Bajaj/HPL/Syska/Crompton/Wipro/Luker/K-Lite
M)	Split AC Units	:	(Condenser and Evaporator coil shall be of Copper Only) Carrier/ Daikin/ Voltas/ Blue star/ Lloyd/ Panasonic/ Mitsubishi
N)	Water supply Pump sets	:	Crompton/Kirloskar/Beacon/KSB/CRI
O)	M.S./G. I. Pipes	:	TATA/JINDAL/MSL/PRAKASH/SWASTIK or any ISI marked
P)	Valves	:	AUDCO/Kirloskar/Sant/Zoloto/ or any ISI marked
Q)	UPS	:	Vertive/ Riello Power India Private Limited/APC/Eaton/ Best Power Equipments (I) Pvt. Ltd/Emerson
R)	Batteries for UPS	:	As per UPS OEM recommendations
S)	Octagonal Poles	:	Aaron India Industries/Bajaj/Ajay Poles/Laxmi Industries

CONTRACTOR

EXECUTIVE ENGINEER (ELECT)
CCW: ALL INDIA RADIO: MUMBAI

SCHEDULE OF WORK (PRICE BID)					
NIT No. 043/EDM/PUNE/2022-23					
Name of work : Special repairs to AIR Himmatnagar (SH: Providing Tower type Room Air conditioners for Control Room)					
S N	Description	Qty	Unit	Rate	Amount
1	Supplying, installing, testing and commissioning tower type room AC unit of 4.0TR capacity suitable to operate on 415V, 50 Hz, A.C. supply having 1 no AHU and 1 no cabinet type floor mounting type condensing unit with refrigerant R32/R410A & copper condenser coil with anticorrosive fins copper condenser, hydrophilic evaporator Fins Powder coated outer body, with scroll/rotary compressor connected with provided refrigerant pipes, electric cables and drain pipe.	1.00	Each	160424.00	160424.00
2	Supplying & erecting of suitable size of hard/soft drawn copper pipe of for liquid and gas(both inclusive) refrigeration system having 22 SWG thickness between indoor and outdoor unit of 4 TR Capacity Tower AC INCLUDING nitrile rubber insulation taping etc.as required	10	Meter	1099.00	10990.00
3	Providing and fixing of M.S Stand for mounting of Indoor and Outdoor unit of tower AC made up from 50x50x5mm MS angle iron including cutting welding painting fabrication charges etc. complete as required	1	Job	6376.00	6376.00
4	Supplying and erecting HMS PVC conduit 25 mm dia. with PVC accessories on wall /ceiling including elastomeric nitrile rubber / foam tube type sleeves for over coating and insulating on provided PC / copper pipes having 9 mm thickness (for Condensate water Drain)	10	Meter	298.00	2980.00
5	Wiring for circuit/ sub main wiring along with earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required				
a	4 X 6 sq. mm + 2 X 6 sq. mm earth wire	15	Meter	418.94	6284.10
					187054.00
Name of the Contractor					
S.No	Description of Items	Estimated cost(Rs.)	Percentage above or below the estimated cost	% in Figures	Total (Rs)
1	Name of work : Special repairs to AIR Himmatnagar (SH: Providing Tower type Room Air conditioners for Control Room)	1,87,054.00			-