



e-tendering

NIT No. **048/EDM/FTIIPUNE/2022-23/**
Estimated cost: ₹. 20,36,636/-

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: **ARMO Electrical works at FTII PUNE for 2022-23. (Sub Head: Operation & Non-comprehensive maintenance of 3 x 7.5 TR DX plant of raw stack vault & film vault , chiller type central AC plant & package units & monitoring & operation of 04 Nos DG sets)**



I N D E X

Name of work: ARMO Electrical works at FTII PUNE for 2022-23(Sub Head: Operation and Non-comprehensive maintenance of various AC plants and monitoring of DG sets)

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

The Executive Engineer (Electrical) CCW, PB (IPSB), All India Radio, MUMBAI invites, on behalf of President of India online e-tenders in two Bid system [Cover-1: Qualification of agencies as per eligibility criteria & Cover-2: Price bid] from approved and eligible contractors of CPWD and those of appropriate list of BSNL, MES, Railways, Departments of post and State PWD of Maharashtra & specialized agency relevant in the field of Air Conditioning for the following work

NIT Number	048/EDM/FTIIPUNE/2022-23/
Name of work:	ARMO Electrical works at FTII PUNE for 2022-23(Sub Head: Operation and Non-comprehensive maintenance of various AC plants and monitoring of DG sets)
Estimated Cost put to Tender	₹.20,36,636=00
Earnest Money Deposit	₹. 40,733=00
Period of completion	12 (Twelve) Months
Last date and time of submission of Tender	Up to 11:00 Hrs. on 05/04/2023
Time and date of opening of Cover-1	11:30 Hrs. of 05/04/2023

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 online through E-Wizard portal within the period of bid submission and other documents as specified.
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 Cover-1 Qualification of agencies as per eligibility criteria shall be opened first on due date and time as mentioned above & Cover-2: Price bid shall be opened of the eligible agencies after evaluation of eligibility documents submitted by the agencies.
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	EMD payment will be online through E-Wizard portal
2	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.
3	<p>Certificates of Work Experience, of similar nature in Para 1.2 of Form CPWD-6. (Not applicable for CPWD enlisted contractors of appropriate class.)</p> <p>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.</p> <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> 1. Name of work: 2. Value of work: 3. The date of completion of work: 4. Performance of the work: <p>The agency should submit schedule of work against the completion certificate to assess the nature of similar work as per NIT</p>
4	Affidavit as per clause 1.2.2 of CPWD-6 on non-judicial stamp paper of Rs. 100/- duly notarized
5	Valid Enlistment Order of the Contractor
6	Electrical Contractors license
7	<p>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 he shall upload the necessary undertaking to this effect</p> <p>Note:</p> <p>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)</p>

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

No.EE (E)/MUM/CCW/NIT-048/2022-23/

Date: 24/03/2023

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)

P R A S A R B H A R A T I
(India's Public Service Broadcaster)
CIVIL CONSTRUCTION WING, ALL INDIA RADIO

NOTICE INVITING e-TENDER

1. The Executive Engineer (Electrical) CCW, PB (IPSB), All India Radio, MUMBAI invites, on behalf of President of India online e-tenders in two Bid system [Cover-1: Qualification of agencies as per eligibility criteria & Cover-2: Price bid] from approved and eligible contractors of CPWD and those of appropriate list of BSNL, MES, Railways, Departments of post and State PWD of Maharashtra & specialized agency relevant in the field of Air Conditioning for the following work:

ARMO Electrical works at FTII PUNE for 2022-23 (Sub Head: Operation and Non-comprehensive maintenance of various AC plants and monitoring of DG sets)

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

- 1.1 The work is estimated to cost **₹. 20,36,636/-**. 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, **(Similar works means: Operation and maintenance of AC Plant for Central Government, State Government or Public Sector Undertakings)**, 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 affidavit in this regard on non-judicial stamp paper of Rs. 100/- duly notarized 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 **12 (Twelve) Months** 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. 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.
7. 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.

8. 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.
9. Earnest Money of ₹ 40,733=00 the form of in the form of online.

The earnest money given by all the tenderers except the lowest tenderer shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, in case of two/ three bid system, earnest money deposit of bidders unsuccessful during technical bid evaluation etc. should be returned within 30 days of declaration of result of technical bid evaluation.

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 EMD within the period of bid submission and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 11:30 Hrs. on **05/04/2023**

10. 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 online EMD
 - (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;
11. 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.
12. 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.

13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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
(INDIA'S PUBLIC SERVICE BROADCASTER)
CIVIL CONSTRUCTION WING, ALL INDIA RADIO

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

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

Percentage rate Tender & Contract for Works

ARMO Electrical works at FTII PUNE for 2022-23(Sub Head: Operation and Non-comprehensive maintenance of various AC plants and monitoring of DG sets)

- (i) To be submitted online through the website <https://air.ewizard.in/> by 11:00 hours on **05/04/2023** 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 11:30 hours on **05/04/2023** 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 ₹ 40,733=00 in the form of online as EMD is submitted 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: ARMO Electrical works at FTII PUNE for 2022-23(Sub Head: Operation and Non-comprehensive maintenance of various AC plants and monitoring of DG sets)

SCHEDULE 'A'

Schedule of quantities - As per "schedule of quantity" from Page No. 31

SCHEDULE 'D'

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

Reference to General Conditions of Contract:-	GCC 2020 for maintenance works with amendments up to last date of submission of Bid.
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Name of Work	ARMO Electrical works at FTII PUNE for 2022-23(Sub Head: Operation and Non-comprehensive maintenance of various AC plants and monitoring of DG sets)	
i)	Estimated cost work	Rs 20,36,636=00
ii)	Earnest Money	Rs 40,733=00
iii)	Performance Guarantee	3% of Tendered Amount
iv)	Security Deposit	2.5% of tendered value Plus 50% of stipulated P.C

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
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Clause 2A

Whether Clause 2A shall be applicable	:	YES / NO
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Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start	:	07 (Seven) Days
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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	:	12 (Twelve) Months
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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.	:	Quarterly Basis
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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
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Clause 8 A

Authority to decide compensation on account if contractor fails to submit completion plans	:	Engineer-in-Charge
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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
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Clause 10-B (ii)

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

Component of labour expressed as percent of value of work	:	20%
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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	:	GENERAL SPECIFICATION FOR HEATING VENTILATION & AIR CONDITIONING (HVAC) WORKS 2017 CPWD General Specification for Elect. Works- Part-I /II/III/IV/V/VI with amendments up to last date of submission of Bid and additional commercial & technical conditions attached.
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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
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Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site.	:	As per requirement at site
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Clause 19C

Authority to decide penalty for each default Clause	:	Engineer-in Charge
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Clause 19D

Authority to decide penalty for each default Clause	:	Engineer-in Charge
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Clause 19G

Authority to decide penalty for each default Clause	:	Engineer-in Charge
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Clause 19K

Authority to decide penalty for each default Clause	:	Engineer-in Charge
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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 048/EDM/FTIIPUNE/2022-23/ for the work ARMO Electrical works at FTII PUNE for 2022-23(Sub Head: Operation and Non-comprehensive maintenance of various AC plants and monitoring of DG sets)

Dear Sir,

It is here by 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 ARMO Electrical works at FTII PUNE for 2022-23(Sub Head: Operation and Non-comprehensive maintenance of various AC plants and monitoring of DG sets)

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. 048/EDM/FTIIPUNE/2022-23/ (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for ARMO Electrical works at FTII PUNE for 2022-23(Sub Head: Operation and Non-comprehensive maintenance of various AC plants and monitoring of DG sets)

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.048/EDM/FTIIPUNE/2022-23/ for ARMO Electrical works at FTII PUNE for 2022-23(Sub Head: Operation and Non-comprehensive maintenance of various AC plants and monitoring of DG sets)~~
- ~~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 048/EDM/FTIIPUNE/2022-23/ for ARMO Electrical works at FTII PUNE for 2022-23(Sub Head: Operation and Non-comprehensive maintenance of various AC plants and monitoring of DG sets)**
- 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 for-bearance, 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:

Authorized signatory

Name:

Designation:

Staff Code No:

Bank Seal

1 Signature
Name and Address

2 Signature
Name and Address

*Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three 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)

SCOPE OF WORK

- 1.1 The contractor is to render service through his own staff, tools and plants & materials (where ever specified) to maintain the A.C Plant efficiently so as to maintain the inside conditions as well as to provide efficient preventive maintenance of the machinery to ensure optimum utilization and upkeep of the machinery in its top working conditions.
- 1.2 The services shall be provided as per Annexure - I.
- 1.3.1 The contractor has to provide their staff for operation and preventive maintenance checking & testing of all the plants as per Annexure - I. However for attending breakdowns / carrying out repairing works / descaling separate labour shall be provided as per actual requirements of works to be undertaken by the agency.
- 1.3.2 As the operation is round the clock, the agency has to provide adequate operating and reserve staffs. The normal duty is 8 hours plus 1 hour / shift shall be allowed and not more than that per person is allowed. The rate of recoveries of staffs, not attending the site shall be Rs.1500/- (Rupees One Thousand Five hundred Only) per person / Shift.
- 1.4.1 The A/C operator shall have minimum qualification of ITI certificate in air-conditioning trade and must have experience of working in similar capacity for at least two years on such plants not having less than 60 TR capacities. The contractor is to furnish bio-data along with testimonials of staff proposed with 3 nos. latest photographs to be engaged to the Engg-In-Charge / Site-In-Charge at least a week before obtaining clearance from the Engg-In-Charge. The department will not absolve responsibility of the contractor for misconduct of his staff member. During the period of contract, Engg-In-Charge will have authority to ask the contractor to remove / replace any staff member in the event of misconduct found by their staff. For this purpose the decision of the Engg-In-Charge shall be final.
- 1.4.2 The staff engage by the contractor shall possess necessary License as per relevant rules of MAHARASHTRA STATE as applicable. The agency has to cover all the staff under ESI & PF rule.
- 1.4.3 The contractor shall follow all CPWD safety rules & procedures as per the tender documents and shall be fully responsible for any type of accidents to his staff engaged and no claim on this account will be entertained by the department.
- 1.4.4 Local security rules will be observed by the contractor and his staff.
- 1.4.5 The log book will be maintained by the contractor in the books supplied by the department. These log books will be made available to all inspecting officers of the CCW & FTII authorities.
- 1.4.6 Dry and wet bulb temperature by SLING SYCROMETER will be measured by the A/C operator in the rooms directed by the Engg-In-Charge twice a day in the presence of representative of Engg-In-Charge.
- 1.4.7 During the surprise visit of any authorized representative of Engg-In-Charge if any plant is found non-operational due to carelessness & negligence of the operating staff a penalty of Rs. 500-00 (Rupees Five Hundred Only) per event will be imposed on the contractor and will be recovered from his next bill.
- 1.4.8 The supervisor of the contractor will visit / inspect the whole installation as per Annexure - II and will ensure that the whole installation is in satisfactory working conditions.
- 1.4.9 In all working areas of the plant and inside of any room smoking is strictly prohibited.
- 1.4.10 The contractor will provide the proof of payment made him to all operating maintenance staff which will be witnessed by the Assistant Engineer (E), FTII, CCW, AIR, PUNE sent along with bill.

- 1.4.11 The contractor will organize proper preventive maintenance services as per routine practice. However the record in this regard shall also be maintained suitably at least as per annexure - I and the contractor shall get it countersigned from the departmental supervisory staff. During the preventive maintenance, no operating staff will be allowed to join other staff of maintenance. However, in case of any emergency service of operating staff, it can be utilized but the contractor will ensure that normal operation has not got adversely affected while carrying out such work
- 1.4.12 If all the A.C unit (working unit and stand by unit) remain non-operational due to any reasons from the part of the contractor for more than 72 hours (i.e. 03 days) a penalty of Rs. 1000-00 (Rupees One Thousand Only) will be imposed on the contractor and the same will be recovered from the contractor's next bill. Besides this penalty the department has right to set right the plants after expiry of 72 hours at the risk and cost of the contractor. Any expenditure thus incurred will also be recovered from the contractors' bill.
- 1.4.13 However one standby unit can be taken in hand for preventive maintenance / special repairs etc. with prior permission of the Engg-In-Charge.

This contract includes following services:

- 2.1.1 Operational maintenance of A.C plants with inside conditions specified.
- 2.1.2 Preventive maintenance of every component of A.C Plant i/c maintenance / checking / fault finding in gauge panel board.
- 2.1.3 Minor repairs which are necessarily to be carried out at site such as brazing / welding / vaccumising / leak testing / charging with compressor oil and refrigerant gas / replacement of any spares for plant excluding LT Panel and Control Panel supplied by the department free of cost
- 2.1.4 Supplying and replacement of gland packing of all concerned pump sets / m-seal and other bitumen compound for preventive of leakage in cooling tower / all necessary materials for preventive of leakage in ducting system. All type of hardware required like nuts, bolts, washers etc. grease / cotton waste / nitrogen gas for leak testing etc.
- 2.1.5 Overall cleaning and neatness of the working area.
- 2.1.6 Other consumables like refrigerant gas, compressor oil, thermostat, expansion valves or meters / 3 way mixing valve, fire damper, connecting rods / pistons / liners / crank case heaters etc. will be supplied departmentally free of cost for replacement.
- 2.1.7 All dismantled materials will be returned to the department against the replacement done.
- 2.1.8 However, in case of leakage of refrigerant gas attributable to faulty and negligent operation or the contractor fails to prevent / transfer the refrigerant into an empty cylinder within a short duration (24 Hours. Max) this consumable will be provided by the contractor at his own cost.
- 2.1.9 The contractor shall take over the A.C Plant before the commencement of the work and handover the plant the time of completion of the contract in original satisfactory working condition. However, normal wear and tear of the plant will not be the responsibility of the contractor.
- 2.1.10 The contractor shall make good all the damage caused to the A.C Plant due to faulty and negligent operations.
- 2.1.11 All the tools and plants will be arranged by the contractor at his own cost.
- 2.1.12 The A.C Plant and its environment will be kept neat and clean. Cleaning agents like soap detergents and cotton waste, dusters etc. will have to arrange by the contractor.

2.1.13 The contractor will assess requirement of all probable spare parts with their technical specifications and available make well in advance so as to enable the department to procure the same. However, non-availability of spare parts from the department (if it happens so) the contractor will procure the necessary spare parts and the cost of spare parts will be paid to him as an extra item of the agreement as per prevailing market rates as per Clause 12(c) of the contract documents.

3.1 **This contract does not include the following:**

- 3.1.1 Spare parts for repairs other than specified.
- 3.1.2 Major repairs necessary to be carried out in the factory / complete dismantling of AHU's cooling coil / shaft.
- 3.1.3 Overhauling & rewinding of electric motors of the compressor / AHU's blower / Pump sets / Cooling Towers etc.
- 3.1.4 Compressor oil / any spare for LT or control panel except minor wires / insulation tapes.
- 4.1 Normally information of breakdown will be recorded in the log book and brought to the notice of the AE (E) (P) immediately whose signature will be obtained in the log book as a proof of information. However, in case, such occurrence takes place after office hours or on holidays intimation will be furnished to the AE(E)(P) or Asst. Engineer(E) at their residence if possible or immediately on the next working day.
- 4.2 In case the contractor fails to provide efficient service as prescribed in tender documents, the department has the right to terminate the contract by one month's notice.
- 4.3 The contractor will not affect any change in the original arrangement of A.C Plant without approval of Engg-In-Charge.
- 4.4 The **quarterly running** payment will be made on the basis of services rendered by the contractor as per conditions of the contract.
- 4.5 All the staff on duty will remain in uniform shade approved by the Engg-In-Charge. Nothing will be paid extra on account of this.

CONTRACTOR

EXECUTIVE ENGINEER (E)
CCW: AIR: MUMBAI

ADDITIONAL CONDITIONS

1. The prospective tenderer shall visit the site and ascertain himself the conditions, existing restriction in movement / working hours / security aspects / condition of the plants / equipment to be maintained / operated before quoting for the work. No complaints of loss of labour items of work not included / scope of work / variation etc. will be entertained at a later date. The prospective tenderers should have adequate past experience of three such cases handled by them along-with performance certificate.
2. The contractor shall strictly provide the staff for maintaining the installations as per the requirement of the staff and qualifications prescribed in the tender documents. It is however not necessary for him to provide different person in each shift, so long as, the number of persons attended to the work in shift is satisfactory and as per condition. The contractor is free to employ the same person at one shift for extended working hours provided he shall follow the local labour laws labour rules and regulations regarding such employment.
3. The contractor shall keep adequate stock of minor consumable items for quick repair / replacement at works and shall ensure proper operation & maintenance of the equipment entrusted to him. The Engineer-in-Charge shall have the right for access to these, spare parts. The spare parts, to be replaced, shall preferably be of original make and procured from authorized dealers / stockiest. The contractor shall clearly specify the make of the spares proposed to be used for replacement purposes and also shall hand over the replaced parts to the department.
4. The department at its discretion can supply any spare parts / tools / instruments available with it, free of cost to the contractor for repair of the equipment and the contractor shall return the same within 30 days failing which recovery at twice the issue rate of that item will be made from him.
5. The department however is not bound to provide any of the above to the contractor as it is his basic responsibility to provide all spares / tools instruments for carrying out the work entrusted to him and no excuse for delay shall be enabled.
6. No advance payment of any kind will be made. However monthly payment for such higher interval as described by the contractor will be made as per clause 9 of the Agreement.
7. The contractor shall employ skilled / semiskilled trained persons for maintenance of the equipment and shall be fully responsible to obtain such license for taking up the above work as prescribed by the State / Local bodies / CPWD etc. both for execution and operating staff. He shall also be responsible for any periodic statutory inspection to be carried out on the equipment / payment of fees / rectification of defects, pointed out during such inspection etc. A failure to comply with this clause by the contractor will render him liable for payment of all penalties imposed by local / state bodies and the inspection and or subsequent ratification will be carried out by the department at his risk and cost besides recovering the penalty amounts imposed by the state / local bodies.
8. In case of any accident, during the maintenance of plant leading to injuries, damages to human beings / equipment's and loss of life, the contractor shall be fully responsible for setting all the claims and indemnify the department against such claims arising out of such accidents. Consequential damages to other systems will however not be recoverable from the contractor.
9. Water and electricity for operation / repairs of the plants shall be arranged by the department free of cost.
10. This contract can be terminated by the Engg-In-Charge without assigning any reason by giving a notice period of 30 days at any time during the period of contract. No claim for any compensation will however be entertained due to such termination prior to the expiry of stipulated period of contract.

CONTRACTOR

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Annexure – I

List of Equipment's to be maintained round the clock at FTII Pune.

SI No.		Description of Equipment.	Units
1	i	7.5 TR DX plant (For Film vault & raw stock vault 1,2,3)	3
	ii	Diesel generator sets 125 KVA & 200 KVA	1 Each
	iii	Diesel generator sets 63 KVA (1 No at Lab Building and 1 No at Girls Hostel)	2
	iii	Diesel generator sets 500 KVA at Auditorium	1
2	a	60 TR Chiller type AC plant (at TV building Unit No: 1,3 and sound department-1) including AHUs & cooling tower	3
	b	7.5 TR DX plant (for film vault & raw stack vault 1,2,3)	3
	c	Package AC Unit up to 15 TR Units(Preview Theatre-2 Nos, Camera Store-2Nos, Editing- 2Nos, Demo and dark room -1 No)	7

CONTRACTOR

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MAINTENANCE SCHEDULE FOR AC PLANTS

S.No	Schedule	Shift	Daily	Monthly	Quarterly	Annually
1	Compressor oil checking		Yes			
2	Replacement of compressor oil					Yes
3	Refrigerant Leak test			Yes		
4	Testing / checking of HP / LP / OP cutout				Yes	
5	Checking / testing of all thermostat / RH control components				Yes	
6	Check for fins damages & Cleaning of air cooled condenser dust should not be allowed to accommodate on the condenser coil surfaces. Cleaning should be as often as necessary to keep coil clean. Exercise care when cleaning the coil, so that the coil fins are not damaged. Under no circumstances this unit be cleaned with acid based cleaner.				Yes	
7	Greasing of bearing for all motors				Yes	
8	Check the liquid line sight glasses for proper flow			Yes		
9	Check all operating pressure and temperature	Yes				
10	Inspect and adjust, if required, all operating safety controls			Yes		
11	Check capacity control, adjust if necessary			Yes		
12	Visually inspect machine and associated components, and listen for unusual sound or noise for evidence of unusual conditions, or any accidental damage			Yes		
13	Review daily operating log maintained by operating personnel			Yes		
14	Check motor terminals					
	Check connections in starter					
	Check motor earthing, megger motor and connection wiring on each leg					
	Check motor temperature cut-out, tighten motor terminals.					
	Check starter contacts, arc shield.					Yes
15	Test and calibrate overload setting. Inspect, calibrate and adjust to original specifications all gauges, safety and operating controls including low temperature and high pressure cutout, oil pressure switch, load limit relay and electrical interlocks					Yes

CONTRACTOR

EXECUTIVE ENGINEER (E)
CCW: AIR: MUMBAI

SCHEDULE OF WORK (PRICE BID)					
NIT No. 048/EDM/FTIIPUNE/2022-23					
ARMO Electrical works at FTII PUNE for 2022-23(Sub Head: Operation and Non-comprehensive maintenance of various AC plants and monitoring of DG sets)					
S.No.	Description of Items	Quantity	Unit	Rate	Amount
1	Providing common E & M operator for following works for round the clock in three shifts on all days in a year including Saturday Sundays & holidays with essential observations & noting in the log book during the shift for following				
	(i) Operation of 3 X 7.5 TR DX plant of raw stack vault & film vault consisting of 3 Nos. 7.5 TR Kirloskar make FK4 model compressor i.e. 3 Nos. system, DX type connected with common line, 3 Nos. condenser pumps, one number cooling tower & three number fan coil units at Film vault & raw stack vault.				
	(ii)Monitoring & operation when required, including refilling the diesel etc. for following Diesel generator sets which are automatically operated through AMF panel.				
	(a) Diesel generator sets 125 KVA & 200 KVA (1 No each) located near Main sub-station.				
	(b) Diesel generator sets 63 KVA (1 Nos) located near colour lab building for server at colour lab building.				
	(c) Diesel generator sets 63 KVA (1 Nos) located at New girls hostel.				
	(d) Diesel generator sets 500 KVA (1 Nos) located at Auditorium				
a)	E & M Operator for round the clock operation	12	Month	109903.00	1318836.00
b)	Helper in General shift for assisting the operator.	12	Month	25781.00	309372.00
2)	Preventive maintenance and minor repair/ break down maintenance for minor fault for following AC plants including cleaning AHU filters, AHU cooling coils, regular cleaning of cooling towers, greasing of all electrical motors, pump set bearings, servicing of valves of water pipelines. Servicing of pump sets of chiller & condenser, checking & monitoring all control accessories i.e pressure switch, checking of whole performance of system as per the maintenance schedule replacement of minor spares, leak testing with liquid soaps & nitrogen gas when required, leak rectification, charging of refrigerant gas, descaling of all condensers, Overall cleaning of plant rooms etc. as required.				
	(Note: - Payment on account of that plant will not be made in following situations for respective plant 1)The plant not in operation more than 15 Days, or not maintaining temperature & humidity condition level. 2) The ACS & R Engineer. AC mechanic & other staff of maintenance not attending the site during breakdown within 48 hours). 3) Preventive maintenance not carried out				

	as described above & as per time schedule. 4) Not fulfilling other conditions as mentioned in the agreement.				
a)	60 TR chiller type AC plant TV building (at TV building 1 & 3 and sound department-1)	36	Unit Month	2472.00	88992.00
b)	7.5 TR DX plant (for film vault & raw stack vault 1,2,3)	36	Unit Month	3071.00	110556.00
c)	Package type AC Units up to 15 TR Units (Preview Theatre-2 Nos, Camera store-2 Nos, Editing TV Building -2Nos, Demo & dark room.-01 No	84	Unit Month	1316.00	110544.00
4	Supplying & charging Refrigerant gas R22 for chiller plants in sealed cylinder	120	Kg	748.00	89760.00
5	Repairing and Rewinding of 450 mm Sweep, Single Phase, 230 Volts Heavy duty condenser fan Motor of Package AC units with super enamelled copper conductor of suitable gauge, varnishing, greasing, replacing of Ball bearing - 2 Nos. Capacitor 12.5 μ FD- 1 No. Bolts & nuts including removing and transporting the fan Motor from site to workshop & back, refixing, testing, commissioning etc. as required.(For package AC condenser fan)	2	Each	4,288.00	8576.00
					₹ 20,36,636.00
Name of the Contractor					
S.No	Description of Items	Estimated cost(Rs.)	Percentage above or below the estimated cost	% in Figures	Total (Rs)
1	ARMO Electrical works at FTII PUNE for 2022-23. (Sub Head: Operation & Non-comprehensive maintenance of 3 x 7.5 TR DX plant of raw stack vault & film vault , chiller type central AC plant & package units & monitoring & operation of 04 Nos DG sets)	20,36,636.00			-