



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

The **Assistant Engineer (Civil)-I, Civil Construction Wing, All India Radio, Borivali, Mumbai-91**, on behalf of the President of India invites online item rate tenders from approved and eligible contractors of C.P.W.D. [eligible for tendering for works at **Borivali**] and those of appropriate class of contractors enlisted in the Department of Telecommunications (BSNL/MTNL), Department of Post, M.E.S., Railways and State P.W.D. of **Maharashtra**, for the following work:

NIT Number	AEC-I/BOV/MUM/2024-25/52
Name of work:	Annual repairs & maintenance operation of office transmitter and staff quarters building during the year 2024-25 of HPT, Akashvani, Malad (w) Mumbai-95 SH: Providing flex board, repairing compound grill/gate, plastering painting etc.
Estimated Cost put to Tender	` 185228-00
Earnest Money Deposit	` 3705-00
Period of completion	One month
Last date and time of submission of Tender	Upto 15.00 Hrs. on 27-01-2025
Time and date of opening of Tenders	At 15.30 Hrs. on 27-01-2025
Last date for physical submission of other documents	Upto 16.00 Hrs. on 03-02-2025

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://prasarbharati.eproc.in/> free of cost.
4. But the bid can only be submitted after depositing Processing Fee in favour of M/s.C1 India Pvt. Limited and deposition of original EMD in the sub-division office of The Assistant Engineer (Civil)-I, CCW, AIR, PB(IPSB), Borivali, Mumbai-91 within the period of bid submission or any sub division office in Mumbai Division or any Executive Engineer (Civil), Civil Construction Wing, All India Radio, (The EMD document shall be issued from the place in which the office of receiving sub division office is situated) and uploading the mandatory scanned documents such as Demand Draft or Pay Order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipt and Bank Guarantee of any Scheduled Bank towards EMD in favour of **Executive Engineer (Civil), CCW AIR PB(BCI), Mumbai-20**, receipt for deposition of original EMD to The Assistant Engineer (Civil)-I, CCW, AIR, PB(IPSB), Borivali, Mumbai-91 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. Bidder must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink color and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells in the SOQ a warning appears that if any cell is left blank the same shall be treated as "0" (zero). Therefore, if any cell in the SOQ is left blank and no rate is quoted by the bidder, rate for such item shall be treated as "0" (zero).
11. SC/ST bidders enlisted under Class-V category are exempted from processing fee of e-Tender payable to M/S C1 India Pvt. Ltd.

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

- I. Treasury Challan / Demand Draft / Pay Order or Banker's Cheque / Deposit at Call Receipt / Fixed Deposit Receipt / Bank Guarantee of any Scheduled 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, the balance should be a single instrument];
- II. **Enlistment** Order of the Contractor;
- III. **Affidavit** on non-judicial stamp paper of ` 100.00 duly notarized as specified in para 9 of Form CPWD-6;
- IV. Certificate of **Registration for Goods and Service Tax (GST) of state and central or proof of application for Registration of GST(GSTN Pre-Registration form)**.
- V. Copy of receipt for deposition of original EMD issued from sub division office of Assistant Engineer (Civil), CCW, AIR, PB(IPSB), Borivali, Mumbai-91 or any sub division office in Mumbai Division or any Executive Engineer (Civil), Civil Construction Wing, All India Radio, within the period of bid submission **(The EMD document shall be issued from the place in which the office of receiving sub division office is situated)**
- VI. Certificate of Registration for GST and acknowledgement of up to date filed return.

**ASSISTANT ENGINEER (CIVIL)-I
CCW AIR PB(IPSB) BORIVALI MUMBAI-91**





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Name of work: Annual repairs & maintenance operation of office transmitter and staff quarters building during the year 2024-25 of HPT, Akashvani, Malad (w) Mumbai-95
SH: Providing flex board, repairing compound grill/gate, plastering painting etc.

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ASSISTANT ENGINEER (CIVIL)-I
CCW AIR PB(PSB) BORIVALI MUMBAI-91





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

NOTICE INVITING e-TENDER

Item rate online tenders are invited on behalf of the President of India from approved and eligible contractors of C.P.W.D. [eligible for tendering for works at Borivali] and those of appropriate list of B.S.N.L./M.T.N.L., M.E.S., Department of Posts, State P.W.D. of Maharashtra and Railways for the work **Annual repairs & maintenance operation of office transmitter and staff quarters building during the year 2024-25 of HPT, Akashvani, Malad (w) Mumbai-95**

SH: Providing flex board, repairing compound grill/gate, plastering painting etc.

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

1.1 The work is estimated to cost **` 185228.00.** This estimate, however, is given merely as a rough guide.

1.2 Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works [similar works means **civil works**], of magnitude specified below, in the last seven years ending **00-00-2015**. The works completed upto previous day of last date of submission of tender shall also be considered.

Three similar works each of value not less than **` 0.00 lakhs** (Rupees three lakh ten thousand only)

Two similar works each of value not less than **` 0.00 lakhs** (Rupees four lakh sixty six thousand only)

OR

One similar work of value not less than **` 0.00 lakhs** (Rupees six lakh twenty one thousand only)

1.2.1 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.

1.2.2 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).





2. Agreement shall be drawn with the successful tenderer on prescribed **Form No. 8**, which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be 1 **(One) month** from the **9th day** after the date of **issue of 'letter of acceptance of tender'** 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.

~~The site for the work shall be made available in parts as specified below:-~~

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://prasarbharati.eproc.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 **`3705-00** in the form of Receipt Treasury Challan or Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of **The Executive Engineer (Civil), 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 in the sub division office of The Assistant Engineer (Civil)-I, CCW, AIR, PB(IPSB), Borivali, Mumbai-91 or any sub division office in Mumbai Division or any Executive Engineer (Civil), Civil Construction Wing, All India Radio, within the period of bid submission (The EMD document shall be issued from the place in which the office of receiving sub division office is situated). The Assistant Engineer (Civil)-I, CCW, AIR, PB(IPSB), Borivali, Mumbai-91 shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format uploaded by the Assistant Engineer (Civil)-I, CCW, AIR, PB(IPSB), Borivali, Mumbai-91 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 Scheduled Bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders. 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 non-judicial stamp paper of 100.00 duly notarized**, shall also **be uploaded** by the intending bidders:





“1. 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 Assistant Engineer (Civil)-I, CCW, AIR, PB(IPSB), Borivali, Mumbai-91, 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. C1 India Pvt. 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 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 along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, who have deposited e-Tender Processing Fee with M/s.C1 India Pvt. Limited and Earnest Money Deposit and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at **15.30** hrs. on **27-01-2025**.

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 deposit original EMD with division office of The Executive Engineer (Civil), CCW, AIR, PB(IPSB), Mumbai-20 or any sub division in Mumbai Division or any Executive Engineer (Civil), Civil Construction Wing, All India Radio, within the period of bid submission (The EMD document shall be issued from the place in which the office of receiving sub division office is situated)
- iii) The bidder does not upload all the documents (including GST Registration) as stipulated in the bid document including the undertaking about deposition of physical EMD of the scanned copy of EMD uploaded;
- iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tendering opening authority;





11. The contractor whose tender is accepted, will be required to furnish Performance Guarantee of 5% (five percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000.00) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000.00) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
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 Assistant Engineer Civil (P) (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 gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of 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 **sixty** days from the date of opening of tenders. 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. 8.**

ASSISTANT ENGINEER (CIVIL)-I
CCW AIR PB(PSB) BORIVALI MUMBAI-91





CCW AIR PB(PSB)



Form CPWD-8

PRASAR BHARATI
(INDIAS PUBLIC SERVICE BROADCASTER)
CIVIL CONSTRUCTION WING, ALL INDIA RADIO

State : **MAHARASHTRA**
Branch : CIVIL
Zone : WEST

Circle : MUMBAI
Division : MUMBAI
Sub-Division : **MUMBAI-I**

Item Rate Tender & Contract for Works

Name of work : **Annual repairs & maintenance operation of office transmitter and staff quarters building during the year 2024-25 of HPT, Akashvani, Malad (w) Mumbai-95 SH: Providing flex board, repairing compound grill/gate, plastering painting etc.**

To be submitted online through the website <https://prasarbharati.eproc.in> **15.00** hours on **27-01-2025**, to the Assistant Engineer (Civil)-I, Civil Construction Wing, All India Radio, Prasara Bharati (IPSB), Borivali, Mumbai-91.

- (i) To be opened online at the website <https://prasarbharati.eproc.in> presence of tenderers who may be present at **15.30** hours on **27-01-2025** in the office of the Assistant Engineer (Civil)-I, Civil Construction Wing, All India Radio, Prasara Bharati (IPSB), Borivali, Mumbai-91.

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

TENDER

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

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F', viz. Schedule of quantities and in accordance in all 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 Ninety(**60**) days from the due date of submission thereof and not to make any modifications in its terms and conditions.





CCW AIR PB(PSB)



A sum of ` 3705-00 is hereby forwarded in the form of Receipt Treasury Challan/Deposit at Call Receipt of a Scheduled Bank/Fixed Deposit Receipt of a Scheduled Bank/Demand Draft of a Scheduled Bank/Bank Guarantee issued by a Scheduled Bank as Earnest Money. If I/we, fail to furnish the prescribed performance guarantee 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 therefrom 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: **Assistant Engineer (Civil)-I
Civil Construction Wing
All India Radio, PB (IPSB)
Borivali, Mumbai-400 091.**



**SCHEDULES****SCHEDULE 'A'**Schedule of quantities - **Enclosed** ✓**SCHEDULE 'B'**

Schedule of materials to be issued to the contractor

Sr. No.	Description of Item	Quantity	Rates in figures & words at at which the material will be charged to the Contractor	Place of issue
1	2	3	4	5
	-----	-----	N I L -----	-----

SCHEDULE 'C'

Tools and Plants to be hired to the Contractor

Sr. No.	Description	Hire charges Per day	Place of Issue
1	2	3	4
	-----	N I L -----	-----

SCHEDULE 'D'

Extra Schedule for specific requirements/documents for the work, if any.

N I L -----**SCHEDULE 'E'**

Schedule of component of Cement, Steel, other Materials, Labour etc. for escalation:

CLAUSE 10(CC)Component of Cement –
expressed as percent of total value of work

'Xc' _____ %

Component of Steel -
expressed as percent of total value of work

'Xs' _____ %

Component of civil (except cement & steel)
/electrical construction materials expressed
as percent of total value of work

'Xm' _____ %

Component of Labour
Expressed as percent of total value of work

'Y' _____ %

Component of P.O.L. –
expressed as per cent of total value of work

'Z' _____ %



**SCHEDULE 'F'**

Reference to General Conditions of contract:

Name of work : **Annual repairs & maintenance operation of office transmitter and staff quarters building during the year 2024-25 of HPT, Akashvani, Malad (w) Mumbai-95**
SH: Providing flex board, repairing compound grill/gate, plastering painting etc.

Estimated cost of work	:	` 185228.00
Earnest money	:	` 3705-00 (to be returned after receiving Performance Guarantee)
Performance guarantee	:	5% of tendered value
Security Deposit	:	2.5% of tendered value

General Rules & Directions:

Officer inviting Tender	:	Assistant Engineer (Civil)-I, CCW, AIR, PB (IPSB), Borivali, Mumbai-91
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	:	See below

Definitions :

2(v)	Engineer-in-Charge	:	Assistant Engineer (Civil)-I, CCW, AIR, PB (IPSB), Borivali, Mumbai-91
2(viii)	Accepting Authority	:	Assistant Engineer (Civil)-I, CCW, AIR, PB (IPSB), Borivali, Mumbai-91
2(x)	Percentage on cost of materials and labour to cover all overheads and profits	:	15%
2(xi)	Standard Schedule of Rates	:	CPWD DSR 2023 / M.R.
2(xii)	Department	:	Civil Construction Wing, All India Radio, PB (IPSB), Mumbai
9(ii)	Standard CPWD contract form	:	CPWD Form 8 as modified & corrected upto date.



**Clause 1**

- i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days : **7 days**
- ii) Maximum allowable extension with late fee @ 0.1% per day, of Performance Guarantee amount beyond the period provided in (i) above : **2 days**

Clause 2 Authority for fixing compensation under Clause 2 : Superintending Engineer (Civil)
Civil Construction Wing,
All India Radio, Mumbai

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 : **09 (nine) days**

Sr. No.	Financial progress	Time allowed (from date of start)	Amount to be with-held in case of non-achievement of milestone
1.	1/8 th (of the whole work)	1/4 th (of the whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each milestone.
2.	3/8 th (of the whole work)	1/2 (of the whole work)	
3.	3/4 th (of the whole work)	3/4 th (of the whole work)	
4.	Full	Full	

Time allowed for execution of work : **1(One) months**

Authority to give fair and reasonable extension of time for completion of work : Superintending Engineer (C)/
Executive Engineer (Civil),
Civil Construction Wing,
All India Radio, PB(IPSB),
Mumbai

Clause 6, 6(A) Measurement of work done [Cl. 6 : Standard MB] : **Cl. 6 / Cl. 6A** is applicable
[Cl. 6A : Computerised MB
(for EC > ` 15 lakh)]

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 : **First & Final Bill**



**Clause 10A**

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

----- **N I L** -----

Clause 10B(ii) Whether Clause 10B(ii) shall be applicable (Mob. Adv.) : ~~YES~~ / NO

Clause 10C Component of Labour expressed as percent of value of work : 25% (Twenty five percent)

Clause 10CA

Material covered under this Clause	Nearest materials (other than cement, reinforcement bars and structural steel) for which All India Wholesale Price Index is to be followed	Base Price of all the materials covered under Clause 10CA (at the time of NIT)
Cement		<u>5,440.00 per MT</u>
Steel reinforcement bars		<u>43,418.00 per MT</u>
		<u>per</u>

Clause 10CC Clause 10CC to be applicable in contracts with stipulated period of completion **exceeding** the period shown in next column : **Twelve months**

Clause 11 Specifications to be followed for execution of work : CPWD Specifications 2009 Vol. I & II for Delhi with upto-date correction slips.

Clause 12

12.2 & 12.3 Deviation limit beyond which Clause 12.2 & 12.3 shall apply for building work : 30%

12.5 i) Deviation limit beyond which Clause 12.2 & 12.3 shall apply for foundation work (except earth work) : **30%**

ii) Deviation Limit for items in earth work subhead of DSR or related items : **100%**

Clause 16 Competent authority for deciding reduced rates : Superintending Engineer (Civil)
Civil Construction Wing,
All India Radio, PB(IPSB),
Mumbai

Clause 18

List of equipment for field testing laboratories





1. Balances and sieve set for fine & coarse aggregate
 - a) 7kg to 10kg. capacity, Semi-self indicating type –Accuracy 10 gm
 - b) 500 gm. Capacity, Semi-self indicating type-Accuracy 1 gm
 - c) Pan balance – 5 kg. capacity, accuracy 10 gm
 2. Equipment for Slump test-Slump cone, steel plate, tempering rod, steel scale, scoop
 3. Twelve cube mould (15cm x 15cm x 15cm)
- List of mandatory machinery, tools & plants to be deployed by the contractor at site:
- i) Steel Tapes – 3m / 30 meters
 - ii) Vernier Calipers (one number digital)
 - iii) Micrometer Screw 25 mm gauges (one number digital)
 - iv) Good quality plumb bobs
 - v) Spirit levels minimum 30cms long with 3 bubbles for horizontal vertical
 - vi) Wire gauge (circular type) disc
 - vii) Foot rule
 - viii) Long nylon thread
 - ix) Screw driver 30cms long
 - x) Ball pen hammer, 100gms
 - xi) Plastic bags for taking samples
 - xii) Moisture meter for timber
 - xiii) Magnifying Glass

Clause 36 (i) Minimum qualifications and experience required for Principal Technical Representative:

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.

- a) For works with estimated cost put to tender more than -
 - i) ` 10 lakhs for Civil works : Graduate or retired AE
 - ii) ` 5 lakhs for Elect. Works : possessing at least recognized diploma
- b) For works with estimated cost put to tender –
 - i) More than ` 5 lakhs but less than Rs.10 lakhs for Civil works : Recognized diploma holder
 - ii) More than ` 1 lakh but less than ` 5 lakhs for Elect./Mech. work : Recognized diploma holder
- c) Discipline to which the Principal Technical Representative : Civil





should belong

- d) Minimum experience of works : ----- years
- e) Recovery to be effected from the contractor in the event of not fulfilling provision of clause 36(i) : ` 15,000-00 p.m. for Graduate
` 10,000-00 p.m. for diploma holder

Clause 42

- i)(a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2002 printed by CPWD -----
- ii) Variation permissible on theoretical quantities:
- a) **Cement** for works with estimated cost put to tender not more than ` 5 lakhs : 3% plus/minus
- for works with estimated cost put to tender more than ` 5 lakhs : 2% plus/minus
- b) Bitumen for all works : 2.5% plus only & NIL on minus side
- c) Steel reinforcement and structural steel sections for each diameter, section and category : 2% plus/minus
- d) All other materials : NIL

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sr. No.	Description of item	Rates in figures and words at which recovery shall be made from the contractor	
		Rate in Schedule-B plus 10% in case of material issued by Department	
		Excess beyond permissible variation	Less use beyond permissible variation





CCW AIR PB(IPSB)



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Ref. No. AEC-I/BOV/4(e-tender)/2024-25/

Date: _____

_____.

_____.

_____.

_____.

Sub:- **NIT No. AEC-I/BOV/MUM/2024-25/52 for the work of Annual repairs & maintenance operation of office transmitter and staff quarters building during the year 2024-25 of HPT, Akashvani, Malad (w) Mumbai-95 SH: Providing flex board, repairing compound grill/gate, plastering painting etc.**

Dear Sir/s,

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,

ASSISTANT ENGINEER (CIVIL)-I
CCW AIR PB(IPSB) BORIVALI MUMBAI-91





CCW AIR PB(IPS&B)



Place : _____
Date : _____

The Assistant Engineer (Civil),
Civil Construction Wing,
All India Radio,
Borivali (West),
MUMBAI-400091.

Sub: **Annual repairs & maintenance operation of office transmitter and staff quarters building during the year 2024-25 of HPT, Akashvani, Malad (w) Mumbai-95 SH: Providing flex board, repairing compound grill/gate, plastering painting etc.**

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 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 _____ on this _____ day of _____, BETWEEN

President of India represented through Assistant Engineer (Civil), Civil Construction Wing, All India Radio, Prasar Bharati (India's Public Service Broadcaster), Borivali, Mumbai-91 (hereinafter referred to as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and address of the individual/firm/company) through _____

(Details of duly authorized signatory) (hereinafter referred to as the '**Bidder/Contractor**' and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender (NIT No. AEC-I/BOV/MUM/2024-25/52) (hereinafter referred to as '**Tender/Bid**') and intends to award, under laid down organizational procedure, contract for **Annual repairs & maintenance operation of office transmitter and staff quarters building during the year 2024-25 of HPT, Akashvani, Malad (w) Mumbai-95 SH: Providing flex board, repairing compound grill/gate, plastering painting etc.**

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.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of **fraud or corruption or coercion or collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits 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 (with each tender as per proforma enclosed) 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)/Contractors 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 interest.**
- 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 Indian Penal Code (IPC)/Prevention of Corruption 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 Sub-contractors/Sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6 : Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Competent Authority, CCW AIR.

Article 7 : Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and Jurisdiction is the **Head Quarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.





- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power 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 Principal/Owner in accordance with this **Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.**

Article 8 : Legal and prior rights

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

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

ASSISTANT ENGINEER (CIVIL)
CIVIL CONSTRUCTION WING ALL INDIA RADIO
PB(IPSB), BORIVALI MUMBAI-400091
For and on behalf of Principal/Owner

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. _____
(Signature, name and address)
2. _____
(Signature, name and address)

Place: _____

Date: _____





SPECIAL CONDITIONS OF CONTRACT

1. Time and again it has been observed that financial instruments (Demand Drafts, FDRs, etc.) submitted as Earnest Money Deposit, have incomplete/deviated name of payee. The name of payee of the financial instrument must be "**Executive Engineer (Civil), CCW AIR PB(BCI) Mumbai**". Also, Earnest Money Deposit must be submitted as a **single instrument**. In case where a part of the EMD is submitted in the form of Bank Guarantee, the remaining part of EMD should be submitted as a single instrument. **All the intending agencies may take a note that instrument with incomplete/deviated name of payee and/or submitted in piecemeal will not be accepted and tender of such agencies, who are not submitting the EMD as specified above, will be summarily rejected.**
2. The site is under security arrangement of **HPT AIR, Malad**. The contractor shall have to abide by their security rules and regulations. No extra claims on account of working in restricted hours, i.e. during night, etc., or what so ever nature because of security constraints, rules and regulations of the Station authorities, shall be entertained later.
1. This is a **Deposit work**. Only a meager portion of the total sanctioned cost of the work is being allotted by the client department by way of transfer of part budget only. Further, funds are being released by the Client department / Headquarters thereof upto the allotted budget grant only after submission of bills of value of work done by the contractor. The payment shall be released initially upto the available budget allotted and release of funds by the Client department / Headquarters. Balance budget required for final payment shall be received only preferring a copy of the passed final bill to the client Department. This process, which is under control of Client department only may perhaps delay the payment of balance amount to the contracting agency beyond the period specified under Clause-9 of the contract Agreement, even though this office shall ensure all efforts for a speedy completion of all such formalities. However, **no extra claim of whatsoever nature shall be entertained on the issue of delayed payment** due to non-receipt of budget and related funds from the client Department or their Headquarters.
2. **Final bill for the work shall be paid to the contractor only after receipt of completion certificate from the concerned Station authorities / Client department.**
3. Cement and/or Steel of approved brand required for the work shall be procured by the contractor and got tested at Government approved laboratories, if required by Engineer-in-charge.
4. The contractor is to arrange for supply and storage of water, required for the work at their own cost.
5. **Providing self supported scaffolding, kanthan/nets etc. and all safety measures for working in high rise buildings as per site conditions, unless otherwise specified.** Contractor is to see the building, where work is to be carried out, before quoting their rates in tender. No extra claim on any pretext or ground on this account shall be entertained later. The rate of all items of works shall, unless clearly specified otherwise, include cost of all labours, materials and other inputs involved in the execution of the item.
6. No Labour is allowed to stay inside the premises of work.
7. Contractor is to ensure safety of all glasses, doors, windows etc. by taking all safety measures for protection during execution of work. Any damage to doors, windows and glasses etc. caused by work of contractor shall be made good by them at their risk and cost.
8. Co-efficient of consumption for paints shall be as per manufacturer's specification.





9. All materials to be used in the work should be of BEST quality and are required to be got approved by Engineer-in-charge before execution.
 10. Materials shall conform to CPWD specifications. No extra payment will be admissible to the agency for transportation for CPWD specified materials from and to outside Mumbai. The agency's rate will be deemed to be included in the quoted rates.
 11. Contractors shall co-ordinate and co-operate with the other agencies e.g. Electrical & authorized representative of local bodies for construction of their respective items of work being executed simultaneously at the same site of work.
 12. The contractor shall make his own arrangement for temporary electric connection at works, if required and make necessary payment for it directly to the department concerned. The wiring done by the contractor shall conform to the electrical regulation of statutory bodies and will be consistent with the safety requirements of the site. The Engineer-in-Charge's decision regarding the safety aspect shall be final and binding on the contractor.
 13. The contractor shall give to the Municipality, Police and other local authorities all notices etc. that may be required by law and obtain all requisite license, permission for temporary construction that may be required for execution of work, obstruction in public places and pay all fines, taxes and charges which may be liable on account of their operation, in executing the contract. They shall make good any damage to adjoining property whether public or private and shall supply and maintain any light (either for illumination or for cautioning the public) required at night.
 14. The contractor shall make adequate fire fighting arrangement and shall be fully responsible for any fire consequences at the work site.
 15. The water shall be tested by the contractor with regard to the suitability for use in RCC works and nothing extra shall be paid thereon.
 16. Wherever the word 'CPWD' refers in the printed book of 'General Conditions of Contract for Central P.W.D. Works', it may be read as 'CCW, AIR'.
 17. English version of the contract including corrections, if any, shall deemed to be accepted for all contractual obligations.
 18. **Tendered rates shall be inclusive of all taxes and levies payable under the respective statutes including GST, nothing extra will be paid on any account.**
 19. The Contractor is required to furnish a Guarantee Bond, on stamp paper of appropriate value, in the proforma attached, as guarantee for the **integral cement** based water proofing treatment of entire roof, chajja, other portions of the building, etc. as the case may be. Period of this Guarantee shall be **5 (five)** years to be reckoned from the date after the maintenance period prescribed in the contract Agreement. In addition to the above, 10% (ten percent) of the cost of the water proofing item/s shall be retained as **guarantee money*** to watch the performance of the work done. However, half of the amount so retained would be released after five years and the balance after ten years, if the performance of the work is found satisfactory. If any defects is noticed during the guarantee period, it should be rectified by the contractor within seven days of a Notice from the Department, and if not, the same will be got done through another agency at the risk and cost of the contractor.
- *Note :** This **guarantee money** shall be in addition to the Security Deposit to be recovered in terms of Clause 1-A and refunded as per clause 17 of the contract.

CONTRACTOR

ASSISTANT ENGINEER (CIVIL)-I



**FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND**

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between the Assistant Engineer (Civil), Civil Construction Wing, All India Radio, Prasar Bharati (IPSB), Borivali, Mumbai-91, and _____ (hereinafter called "the said contractor(s)"), for the work of _____ (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. 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.

2. 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).

3. We, the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We _____ (Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We _____ (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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We _____ (Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid upto _____ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (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.

Dated the _____ day of _____, two thousand _____, for
(name of Bank)





GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS.
(Referred to in Para 23.11 of Section 23 of Chapter-III)

Name of work :

Agreement no.:

The agreement made this _____ day of _____ two thousand _____ between _____ (hereinafter called the Guarantor) of the one part, and the PRESIDENT OF INDIA (hereinafter called the Government) of the other part.

WHEREAS THIS agreement is supplementary to the contract (hereinafter called the Contract), dated _____ and made between the Guarantor of the one part and the Government of the other part, whereby the contractor, inter-alia, undertook to render the buildings and structures in the said contract recited completely water and leak-proof.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for **five** years from the date of giving of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be **five** years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the Guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alternation and for such purpose:

- Misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof;
- Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts;
- The decision of the Engineer-in-charge with regard to cause of leakage shall be final.

During this period of guarantee, the guarantor shall make good all defects and in case of any defect being found, render the building water proof to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the GUARANTOR'S cost and risk. The decision of the Engineer-in-charge as to the cost payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the water proofing or commits breach there under, then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government the decision of the Engineer-in-charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligator _____ and by the ASSISTANT ENGINEER (CIVIL) for and on behalf of the PRESIDENT OF INDIA, on the day, month and year first above written.

Signed, sealed and delivered
by Obligator _____
in the presence of :

-
-

Signed for an on behalf of the PRESIDENT OF INDIA
by the Assistant Engineer (Civil). CCW AIR Mumbai-91,
in the presence of :

-
-





Receipt of deposition of original EMD

(Receipt No/ date.....)

Name of Work: Annual repairs & maintenance operation of office transmitter and staff quarters building during the year 2024-25 of HPT, Akashvani, Malad (w) Mumbai-95

SH: Providing flex board, repairing compound grill/gate, plastering painting etc.

NIT No : **AEC-I/BOV/MUM/2024-25/52**

1. Estimated Cost : ` **185228.00**

2. Amount of Earnest Money Deposit : ` **3705-00**

3. Last date of submission of bid : **27-01-2025**

1) Name of Contractor

2) Form of EMD

3) Amount of Earnest Money Deposit

4) Date of submission of EMD

(M.G.KURHE)
ASSISTANT ENGINEER (CIVIL)-I
CCW AIR PB(IPSBI) MUMBAI-91

