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Executive Engineer (E) CCW:AIR:KOLKATA

### INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FORE-BIDDING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

The Executive Engineer (E), Civil Construction Wing, All India Radio, Kolkata on behalf of the President of India invites e-tender in two envelope system on line Item rate bids from approved and eligible contractors of appropriate list of C.P.W.D. / M.E.S. / B.S.N.L. / Railways/ Dept. of Posts and West Bengal State P.W.D. and OEM or their authorized agencies/firms working in the relevant

field for the work "Supplying, Installation,Testing & Commissioning VRF type Air conditioning System at the Archive for replacement of the existing 2x7.5 Tr. air conditioning System at SRFTI,Kolkata."

NIT No.	Name of work & Location	Estimated Cost put to tender	Earnest Money	Period of Completion	Last date & time of submission of Tender (ON LINE)	Time &Date of opening of Eligibility documents
1	2	3	4	5	6	7
SE(E)/CCW/AIR/KoI/NIT/01 of 2025-26	Supplying, Installation,Testing & Commissioning VRF type Air conditioning System at the Archive for replacement of the existing 2x7.5 Tr. air conditionin System at SRFII,Kolkata	Rs. 14,73,584.00	Rs. 29,472.00	04(Four) months	On 30.06.2025 Up to 14.00 Hrs.	On 30.06.2025 Up to 14.30 Hrs.

- Intending bidders should have satisfactorily completed similar works as mentioned below during the last seven years ending last day of the month previous to the one in which the tender is invited. The work should have been done in Central or State Govt./ Autonomous body/ Undertaking.
- (i) Three similar work each of value not less than 40 % of the estimated cost put to tender
- (ii) Two similar work each of value not less than  $60\,\%$  of the estimated cost put to tender.

Or

(iii) One similar work of value not less than 80 % of the estimated cost put to tender.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of receipt of application for tender.

Similar work shall mean work of "Supplying, Installation, Testing & commissioning of VRF or Scroll type Ductable/Ductable Split or air cooled package type air conditioners".

The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

- 2. Information and Instructions for bidders posted on website shall form part of bid document.
- 3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <a href="https://prasarbharati.eproc.in">https://prasarbharati.eproc.in</a> free of cost.
- 4. But the bid can only be submitted after uploading the mandatory scanned documents such as Certificate of work experience/Credential, Receipt of deposition of original EMD and processing fee in favour of Executive Engineer (E), Civil Construction Wing, All India Radio, Kolkata 700095. Goods & Service tax registration and other documents as specified in "List of Documents to be scanned and uploaded within the period of bid submission"

### INSTRUCTIONS TO BIDDER – ONLINE MODE

#### **DEFINITIONS:**

- •C1 India Pvt. Ltd.: Service provider to provide the e-Tendering Software.
- **Prasar Bharati e-Procurement Portal:** An e-tendering portal of PrasarBharati introduced for the process of e-tendering which can be accessed on <a href="https://prasarbharati.eproc.in">https://prasarbharati.eproc.in</a>.

#### **ACCESSING / PURCHASING OF BID DOCUMENTS:**

- •It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of Prasar Bharati. Bidders can see the list of licensed CA's from the link www.cca.gov.in C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com
- •To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the Prasar Bharati e-Tendering Portal (https://prasarbharati.eproc.in) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 450/- plus 18% GST through online mode (net banking/debit card/credit card). Validity of Registration is 1 year.
- The amendments / clarifications to the tender, if any, will be posted on the Prasar Bharati e-Tendering Portal (https://prasarbharati.eproc.in).

•To participate in bidding, bidders have to pay Tender Processing Fee according to the Tender Value per Tender per Bid through online mode viz.

Estimated Value	Processing Fees per Tender per Bidder
Less than or Equal to Rs. 10 Lakhs	Rs. 475.00 + 18 % GST
More than 10 Lakhs but Less than or equals to 50 Lakhs	Rs. 925.00 + 18 % GST
More than 50 Lakhs	Rs. 1150.00 + 18% GST
Annual Charges for online Bidder	

If in case, for any particular Tender, Estimated Cost is unknown to Prasar Bharati, the Processing Fee would Rs. 1150.00 + 18% GST

- •The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- •Both 'EMD' and 'Tender Document Fee', if any, are mentioned in individual tender document published at Prasar Bharati e-Tendering Portal (https://prasarbharati.eproc.in).
- For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph: **0124-4302033/36/37**, **prasarbharatisupport@c1india.com**.
- •It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither Prasar Bharati nor C1 India Pvt. Ltd will be responsible for such eventualities

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50 % of earnest money or Rs.20 lacs, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for 6 months or more from the last date of receipt of bids should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CCW, AIR within the period of bid submission. The same should also be scanned and uploaded by the intending bidders. (The bank guarantee as EMD should only be issued from the place in which the office of receiving division office is situated). The EMD receiving Executive Engineer shall issue a receipt of deposition of EMD to the bidder in a prescribed format uploaded by tender inviting EE in the NIT.

This receipt of deposition of bank guarantee shall also be uploaded to the e-tendering website by the intending bidder up to the specified bid submission date and time.

Copy of Enlistment Order and Certificate of work experience and other documents as specified in the 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 notice shall have to be submitted by the lowest bidder only **within a week** physically in the office of tender opening authority.

	Receipt of deposition of original EMD
	(Receipt No/date)
1.	Name of work: Supplying, Installation, Testing & Commissioning VRF ty
	Air conditioning System at the Archive for replacement of the existi
	2x7.5 Tr. air conditioning System at SRFTI,Kolkata"
2.	NIT No. SE(E)/CCW/AIR/Kol/NIT/01 of 2025-26
3.	Estimated cost : <b>Rs. 14,73,584.00</b>
4.	Amount of original Earnest Money Deposit: Rs. 29,472.00
Last	date & time of submission of bid: 30.06.2025 Up to 14.00 Hrs.
1.	Name of Contractor:
2.	Form of original EMD#
3.	Earnest Money Deposit:#
4.	Date of submission of EMD:#
Sic	gnature, Name and Designation of EMD
	eceiving officer [EE/AE(C/E)(P)/AAO]
	long with Office stamp
	·
[#	To be filled by EMD receiving EE/AE/AE(E)(P)/AAO]

- 5. The "Eligibility documents" shall be opened first on due date and time as mentioned above.
  - The time and date of opening of financial bid of contractors fulfilling the eligibility criteria shall be communicated to them at a later date.
- 6. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
- 7. The intending bidder must have valid class-III digital signature to submit the bid.
- 8. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 9. Contractor can upload documents in the form of JPG or PDF format.
- **10.** Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

- 11. Tender processing fee is chargeable as per norms of C1 India Pvt. Ltd.
- 12. Online bid documents shall be opened only of those bidders, whose Earnest Money Deposit, e- Bid Processing Fee and other documents are found in order.
- 13. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
- 14. The system of uploading the scanned documents for financial instrument such as Demand Draft or Pay Order or Banker's Cheque or Deposit at call receipt or Fixed Deposit receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of respective Executive Engineer and processing fee in favour of ITI Limited is dispensed with immediate effect, since the available menu for financial instruments has been modified.
- 15. The intending bidder has to fill all the details of Demand Draft/Fixed Deposit Receipt/Pay Order/Bankers Cheque (banker's name, amount, number and date) against bid processing fee.

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

- 1. Receipt of deposition of EMD from the Executive Engineer inviting bids or from Division office of any Executive Engineer, CCW, AIR.
- 2. Valid trade license of OEM working in the relevant field for similar work. Certificate of work experience in case of OEM's authorized service provider. Completion certificate for similar work to be submitted shall be signed by the authority not below the rank of Executive Engineer or equivalent of the department
- 3. Authorization certificate from OEM for all agencies except OEM.
- 4. Any other Document as specified in the Notice.
- 5. Certificate of Registration for Goods & Service Tax and acknowledgement of upto date return if required.
- 6. Affidavit mentioning **N.I.T. No./Name of work** on non-judicial stamp paper of Rs. 100/- duly notarized as:
  - "The certified copy of all the scanned and uploaded documents specified in the tender notice shall be deposited by me/us with the Executive Engineer calling the tender in case I/We become the lowest tenderer with a week of the opening of the financial bid otherwise the department (CCW,AIR) may reject the Tender and take the 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" (Original papers of the uploaded documents shall be shown for verification).

#### **NIT CONDITIONS:**

i. The GST has been implemented by the Government of India with effect from 1<sup>st</sup>july 2017. The rates quoted by the tenderer shall be firm and inclusive of all taxes including GST and nothing extra shall be payable.

- ii. Tenderer shall examine the various provisions of CGST Act, 2017, IGST Act, 2017/UGST Act 2017, SGST Act 2017 of the respective state and upto date amendments issued from time to time and other applicable taxes before bidding/tendering. The tenderer shall also confirm to the rules made under these Acts.
- iii. The tenderer shall ensure that benefit of input tax credit (ITC) likely to be availed by them is duly considered by them while quoting rates.
- iv. The contractor shall submit the invoice of the work executed as per Rule 46 of CGST rules. The taxes will be calculated as per Rule 35 of CGST Rules 2017.
- v. As contractor's rates are inclusive of all taxes, no reimbursement of any tax shall be made to the contractor. The **clauses 37** of GCC of NIT/contract stands modified accordingly.
- vi. TDS on income tax, labourcess and other statutory deductions shall be madeat source as per prevalent laws. TDS on GST as applicable will also be deducted as per relevant GST Act/rules/notification.

Executive Engineer (E) C.C.W:A.I.R:KOLKATA

Item rate/percentage ratee-tenders are invited on behalf of the President of India from approved and eligible contractors of appropriate list of C.P.W.D. / M.E.S. / B.S.N.L. / Railways/ Dept. of Posts and West Bengal State P.W.D. and OEM or their authorized agencies/firms working in the relevant field for the work "Supplying, Installation,Testing & Commissioning VRF type Air conditioning System at the Archive for replacement of the existing 2x7.5 Tr. air conditioning System at SRFTI,Kolkata."

1.1 The work is estimated to cost **Rs. 14,73,584.00**. This estimate, however, is given merely as a roughguide.

#### 1.2.1 Conditions for CPWD / Non-CPWD contractors.

Bidders will be eligible provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of magnitude specified below:

- (i) Should have satisfactorily completed similar works as mentioned below during the last seven years ending last day of the month preceding the month of opening of the tender. The work should have been done in Central or State Govt./ Autonomous body/ Undertaking.
- (ii) Three similar work each of value not less than 40 % of the estimated cost put to tender

Or

(iii) Two similar work each of value not less than 60 % of the estimated cost put to tender

Or

(iv) One similar work of value not less than 80 % of the estimated cost put to tender. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7 % per annum, calculated from the date of completion to the last date of receipt of application for tender.

Similar work shall mean work of "Supplying, Installation, Testing & commissioning of VRF or Scroll type Ductable/Ductable Split or air cooled package type air conditioners".

Criteria of eliaibility for CPWD as well as non-CPWD contractors.

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 previous day of last date of submission of tender. This is applicable for 1.2.1 as well 1.2.2.

2. Agreement shall be drawn with the successful tenderer on prescribed FormNo. CPWD ₹/8 (or other Standard Form as mentioned) which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

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- 3. The time allowed for carrying out the work will be **04 (Four)** 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. The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from website <a href="https://prasarbharati.eproc.in">https://prasarbharati.eproc.in</a> free of cost.
- 6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of tender as notified.
- 7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.
- 8. When tenders are invited in twostage 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 Rs. 29,472.00.00 in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or fixed deposit receipt (drawn in favour of Executive Engineer (E), Civil Construction Wing, All India Radio, Kolkata 700095. Payable at Kolkata shall be scanned and uploaded to <a href="https://prasarbharati.eproc.in">https://prasarbharati.eproc.in</a>within the period of bid submission.
  - A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs.20lacs, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for 6 months or more from the last date of receipt of bids should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CCW, AIR within theperiod of bid submission. The same should also be scanned and uploaded by the intending bidders. (The bank guarantee as EMD should only be issued from the place in which the office of receiving division office is situated). The EMD receiving Executive Engineer shall issue a receipt of deposition of EMD to the bidder in a prescribed format uploaded by tender inviting EE in the NIT.

This receipt of deposition of bank guarantee shall also be uploaded to the etendering website by the intending bidder upto the specified bid submission date and time.

Copy of Enlistment Order and Certificate of work experience and other documents as specified in the notice shall be scanned and uploaded to <a href="https://prasarbharati.eproc.in">https://prasarbharati.eproc.in</a> within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in notice shall have to be submitted by the lowest bidder only within week physically in the office of tender opening authority.

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

Name of work "Supplying, Installation,Testing & Commissioning VRF type Air conditioning System at the Archive for replacement of the existing 2x7.5 Tr. air conditioning System at SRFTI,Kolkata."

- 1. NIT No. SE(E)/CCW/AIR/KoI/NIT/01 of 2025-26.
- 2. Estimated cost : Rs. 14,73,584.00
- 3. Amount of original Earnest Money Deposit: Rs. 29,472.00.00
- 4. Last date & time of submission of bid: 30.06.2025 Up to 14.00 Hrs.

_		_	••	
2.	Form of origin	al EMD	#	
١.	Name of Con	itractor	<b>:</b>	ŧ

- 3. Earnest Money Deposit: .....#
- 4. Date of submission of EMD: #

Signature, Name and Designation of EMD Receiving officer [EE/AE(C/E)(P)/AAO] along with Office stamp [# To be filled by EMD receiving EE/AE/AE(E)(P)/AAO]

Interested contractor who wish to participate in the bid has also to make

following payments within the period of bid submission:

Estimated Value	Processing Fees per Tender per Bidder
Less than or Equal to Rs. 10 Lakhs	Rs. 475.00 + 18 % GST
More than 10 Lakhs but Less than or equals to 50 Lakhs	Rs. 925.00 + 18 % GST
More than 50 Lakhs	Rs. 1150.00 + 18% GST
Annual Charges for online Bidder	

The following Affidavit mentioning **N.I.T. No./Name of work** shall also be uploaded by the intending bidders on non-judicial stamp paper of Rs. 100/- duly notarized.

"The certified copy of all the scanned and uploaded documents specified in the tender notice shall be deposited by me/us with the Executive Engineer calling the tender in case I/We become the lowest tenderer with a week of the opening of the financial bid otherwise the department (CCW,AIR) may reject the Tender and take the 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 (Original papers of the uploaded documents shall be shown for verification.)"

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10. The "Eligibility documents" shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors fulfilling the eligibility criteria shall be communicated to them at a later date.

#### The eligibility document submitted shall be opened at 14.30 hrs. on 30.06.2025

- 11. The bid submitted shall become invalid if:
- (i) The bidder is found ineligible.
- (ii) The bidder does not upload all the documents (including Goods and service tax registration) as stipulated in the bid document including the receipt of deposition of EMD from the Executive Engineer inviting bids or from division office of any Executive Engineer, CCW, AIR.
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
- (iv) The contractor, whose tender is accepted, will be required to furnish performance guarantee of 5 % (Five Percent) of the bid 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/-) 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/-) 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 and shall be suspended for one year and shall not be eligible to bid for Civil Construction Wing, All India Radio tenders from date of issue of suspension order. such agency shall be suspended for one year and shall not be eligible to bid for Civil Construction Wing, All India radio tenders from date of issue of suspension order.
- (v) The contractor whose bid accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub contractors, if any engaged by the contractor for the sais work.
  - 12. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and subsoil (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 informationas to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

13. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilledor 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 tenderers 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 C.C.W, A.I.R, Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a 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, All India Radio or in the Ministry of Information & B'casting. 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 one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- 18. The bid for the works shall remain open for acceptance for a period of Ten/Fifteen/thirty/forty five/sixty/Seventy Five (10/15/30/45/60/75) days from the date of opening of bids in case of single bid system/ sixty (60) days for the date of opening of technical bid in case bids are invited on 2 or 3 bid/envelop system (strike out as the case may be). If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in any work in Civil Construction Wing, All India Radio tenders for one year from date of issue of suspension order.

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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 15 days from the stipulated date of start of the work, sign the contract consisting of:-

- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as mentioned
- 20. In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid and liberty to suspend the defaulter agency for one year and shall not be eligible to bid for Civil Construction Wing, All India Radio tenders from date of issue of suspension order.
- 21. Tax applicable in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, "Deduction, if any, can be effected from bill as per GST Act 2017"

Executive Engineer (E) C.C.W: A.I.R: Kolkata

#### **INTEGRITY PACT**

This Integrity Pact is made at	on this	Day of	202
BETWEEN			
The President of India represented t	through <b>Executive</b>	<b>Engineer Civil Con</b>	struction

The President of India represented through **Executive Engineer**, **Civil Construction Wing**, **All India Radio**, **Kolkata**(Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to themeaning or context hereof include its successors and permitted assigns)

### AND

(Name and Address of the Individual/firm/Company)

through......(Hereinafter referred to as

the "Bidder/

(Details of duly authorized signatory)

**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 (SE(E)/CCW/AIR/Kol/NIT/01 of 2025-26 (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for the Work "Supplying, Installation,Testing & Commissioning VRF type Air conditioning System at the Archive for replacement of the existing 2x7.5 Tr. air conditioning System at SRFTI,Kolkata."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.

In order to achieve these goals, the principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned hereunder.

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

#### **ARTICLES**

#### 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)/Contract(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.
- f)Bidder(s)/Contractor(s) who have signed the Integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 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 (which shall include 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 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, CPWD.

#### **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.
- 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 intensions.
- 5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- 6) 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.
- 7) In view of the nature of integrity pact, the Integrity pact is irrevocable and shall remain valid even if the main tender / contract is terminated till the currency of the Integrity pact.
- 8) If any complaint regarding violation of IP is received directly by the Principal in respect of the contract, the same shall be referred to the IEM for comments/recommendations.

#### Article 8- Independent External Monitor (IEM)

- (1) The principal appoints competent and credible independent External Monitor for this pact after approval by Central Vigilance Commission (Names and address of IEMs are as mentioned in Schedule-F). The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential.
- (3) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the IEM, upon his/her request

- and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to sub-contractors.
- (4) The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-Contractor(s) with confidentiality. The IEM has also signed 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest'. In case if any conflict of interest arising at a later date, the IEM shall inform the Engineer-in-Charge and recuse himself/herself from that case.
- (5) As soon as the IEM notices, or believes to notice, a violation of the agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that thy act in a specific manner, retrain from action or tolerate action.
- (6) The IEM will submit a written report to the SDG/ADG concerned within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the IEM has reported to the ADG/SDG concerned, a substantiated suspicion of an offence under relevant IPC/PC Act, and the ADG/SDG concerned has, within a reasonable time, not taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the project provided such meetings could have impact on contractual relations between the Principal and the contractor. The parties will offer to the IEM the option to participate in such meetings.
- (9) The work IEM or monitor would include both singular and plural.

#### **Article 9- 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:

Note: To be signed by the bidder and the Engineer-in-Charge

To,		
• • • • •	,	
• • • • •	••••••	

Sub: "Supplying, Installation,Testing &Commissioning VRF type Air conditioning System at the Archive for replacement of the existing 2x7.5 Tr. air conditioning System at SRFTI,Kolkata."

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,
CCW: All India Radio: KOLKATA

To,

The Executive Engineer CCW: All India Radio

Kolkata

Sub: Submission of Tender for the work of "Supplying, Installation, Testing & Commissioning VRF type Air conditioning System at the Archive for replacement of the existing 2x7.5 Tr. air conditioning System at SRFTI, Kolkata."

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 is accordance with terms and conditions of the tender/bid.

Yours faithfully (Duly authorized signatory of the Bidder)

#### PRASAR BHARATI CIVIL CONSTRUCTION WING : ALL INDIA RADIO

STATE : West Bengal CIRCLE: KOLKATA
BRANCH : E & M DIVISION : Kolkata

ZONE : EZ SUB-DIVISION : CCW:AIR:SRFTI,Kolkata

Item Rate Tender & Contract for Works

Tender for the work of:

Name of Work: "Supplying, Installation, Testing & Commissioning VRF type Air conditioning System at the Archive for replacement of the existing 2x7.5 Tr. air conditioning System at SRFTI, Kolkata."

- (i) To be submitted by 14.00 Hrs. on 30.06.2025 to the Executive Engineer (E), Civil Construction Wing, All India Radio, Kolkata
- (ii) To be opened in presence of tenderers who may be present at **14.30 hrs.** on **30.06.2025** in the office of the Executive Engineer (E), Civil Construction Wing, All India Radio, Kolkata

Issued to :	
(Contractor)	
Signature of officer issuing the documents Designation	
-	Executive Engineer (E) CCW,AIR, Kolkata
Date of Issue	

#### <u>TENDER</u>

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 as per time schedule of mile stone(s) and 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 Directionsand 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.

I/We agree to keep the tender open for **75 (Seventy Five)** days from the due date of its opening/ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelope system (Strike out as the case may be) and not to make any modifications in its terms and conditions.

A sum of Rs. 29,472.00.00 is hereby forwarded in eash/receipt treasury Challan /deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we garee that 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 earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and 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 tender form. Further, I/we agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work and shall not be eligible to bid for CCW AIR tenders for a period of three years from the date of issue of suspension order.

I/We undertake and confirm that eligible similar works (s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in 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 "Earnest Money/Performance Guarantee"

I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated	Signature of Contractor
	Postal Address

Witness: Address: Occupation:

### <u>ACCEPTANCE</u>

accepted by me for and on beha (Rupees	ou as provided in the letters mentioned hereunder) is alf of the President of India for a sum of Rs
The letters referred to below shall forn i)	n part of this contract Agreement:-
ii)	•
iii)	
	For & on behalf of the President of India.
Dated	Designation

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#### **SCHEDULES**

SCHEDULE 'A'

Schedule of quantities (Enclosed) (as per PWD-3) at page Nos.36

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

SI. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue				
1	2	3	4	5				
	NIL							

#### SCHEDULE 'C'

Tools and plants to be hired to the contractor.

SI. No.	Description	Hire charges per day	Place of Issue				
1	2	3	4				
	NIL						

#### SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of contract, 2023.

Name of Work" Supplying, Installation, Testing & Commissioning VRF type Air conditioning System at the Archive for replacement of the existing 2x7.5 Tr. air conditioning System at SRFTI, Kolkata."

Estimated cost of work: Rs. 14,73,584.00

Earnest money: Rs. 29,472.00.00

Performance Guarantee: 5 % of Tendered Value.

Security Deposit: 2.5% of Tendered Value.

or

2.5% of tendered value plus 50% of PG for contracts involving maintenance of the building and services/other work after construction of same

building and services/other work.

SCHEDULE	'F'			
General Ru	ules & Directions:			
Officer invi	ting tender	<b>Executive Engineer(E)</b> , C.C.W: A.I.R: Kolkata		
work tobe to be dete 12.2 & 12.3		See under Clause 12		
Definitions:				
2(vi) Eng	ineer-in-Charge	Executive Engineer(E), C.C.W: A.I.R: Kolkata		
2(viii) Acc	epting Authority	Executive Engineer(E), C.C.W: A.I.R: Kolkata		
labo	centage on cost of materials and our to cover all overheads and profits	15%		
Star	ndard schedule of Rates	Market Rates& DSR,2022		
2(xi) Dep	partment	PrasarBharati, C.C.W, A.I.R.		
, ,	ndard CPWD contract form	CPWD 8 Form modified &Corrected upto date.		
Clause 1 i)	Time allowed for Submission of performance guarantee from the date of issue of letter of acceptance	07 Days.		
ii) Maximum allowable extension with Late fee @ 0.1 % per day of performance Guarantee amount beyond the period as provided in (i) above.		07 Days.		
Clause 2 Authority for fixing compensation under clause 2.		Superintending Engineer (E), C.C.W: A.I.R: Kolkata		
Clause 2A Whether clause 2A shall be applicable		No		
Clause 5	Number of days from the date of issue of letter of acceptance for reckoning date of start	14 Days		

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Mile stone (s) as per table given below:-TABLE OF MILE STONE(S)

SL.	DESCRIPTION OF	TIME ALLOWED IN	AMOUNT TO BE WITH-HELD
No.	MILESTONE (PHYSICAL)	DAYS (FROM THE	IN CASE OF NON-
		DATE OF START)	ACHIEVEMENT OF
			MILESTONE.
	NA		
	IVA		

Time allowed for execution of work : 04(Four)Months.

Authority to De	ecide:				
Extension of tin	ne	Executive Engineer (E) C.C.W: A.I.R: Kolkata			
Rescheduling of mile stones		NA			
Clause 7  Gross work to be donetogether with net payment/adjustment of advances formaterial collected, if any, since the last such payment for being eligible to interim payment.					
Clause 10A	List of testing equipment to be Provided by the contractor at site lab  1. Insulation testing Megger 2. Temp. meter (digital) 3. Pressure gauge	<ul> <li>4. Line tester</li> <li>5. Multi meter</li> <li>6. Refrigrant Charging Equipment</li> <li>7. Manifold gauge</li> <li>8. Leak tester for refrigerant</li> </ul>			
Clause10B		N.A.			
Clause 10C	Component of labour expressed as percent of value of work	20%			

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Clause 10CA	Whether cla	use 10CA shall be Applicable.	No	
Materials covered under this clause		Nearest material for which All India Wholesale Price Index is to be followed	Base price of all material covered under Clause 10 CA	
Nil	1	Nil	Nil	
10CC contracts wi		to be applicable in the stipulated period of exceeding the period toolumn:	Not Applicable. Note:- No escalation under clause 10CC will be paid to the contractor even if the extensionof time is allowed without leavy of compensation by competent authority beyond stipulated period. Therefore clause 10CC shall be deemed to have been deleted from this contract.	
Clause 11			CPWD General Specifications for Electrical Works Part – 1& II,2023, CPWD Gen. Spec. for HVAC,2017as amended up to date and additional conditions, additional Specifications as attached in the tender, relevant I.E. Rules, ISS & BIS as applicable.	
Clause 12			поз & во из иррпсивте.	
12.2 & 12.3 Deviation lim		t beyond which & 12.3 shall apply work.	30 % on individual items	
		t beyond which and 12.3 shall apply n work.	100%	
Clause 16	Competent A rates.	authority for deciding reduced	Superintending Engineer (E), C.C.W: A.I.R: Kolkata	
		tory machinery, tools & plants ed by the contractor at site.	As required for timely execution of work	

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Clause 32(i) Requirement of Technical Representative (S) and Recovery Rate.

SL. No.	Minimum Qualification of Technical Representative	Oline	Designation (Principal Technical / Technical representative)	num experience 's)	oer	Rate at which recovery shall be made from the contractor in the event of not fulfillin provision of clause 36(i)	
		Discipline		Minimu (years)	Number	Figures	Words.
1.	Graduate Engineer or Diploma Engineer	Electrical/ Mechanical	Project manager cum planning/qualit y/site/billing Engineer	2 or 5 yrs. respectively	1	Rs. 15000/- per month per person	Rupees Fifteen thousand only

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

Executive Engineer (E), C.C.W:A.I.R:Kolkata

#### COMMERCIAL TERMS AND CONDITIONS

#### **Submission of Tenders:**

- i) Complete tender document as purchased, duly filled & signed. The price part of the tender shall be indicated only in the tender schedule of work.
- ii) The tenderer shall furnish along with tender any other supplementary details, detailed Technical Literature/ catalogues, pamphlets and performance data, drawings for appraisal and as may require for evaluation of the offer.

#### Rates:

- i) The work shall be treated as on works contract basis and the rate quoted by the tenderer shall be firm and inclusive of GST i/c Cess, charges for items contingent to the work, such as packing, forwarding, insurance and delivery at site for the materials to be supplied by the contractor, watch & ward of all materials for the work at site etc. and nothing is payable on above.
- ii) The works contract tax shall be deducted from the bills of the contractor as applicable, at the time of payments.
- iii) Deduction, if any, can be effected from agency's payment as per GST Act 2017.
- iv) The contractor has to carry out maintenance as per manufacturer's standards for a period of 12 months from the date of handing over. Nothing extra shall be paid on this account.
- v) GCC 2023 for Project works with up to date amendments shall be the part of the agreement.

#### For Specialised E&M Original works and other original E&M works:

The lowest tenderer is to be submitted an undertaking from the OEM, along with the performance guarantee after the acceptance of tender regarding.

- a) Authorization certificate.
- b) The OEM is unconditionally support the lowest tenderer technically throughout the execution of contract as well as for Maintenance/Comprehensive maintenance contract for the useful life of the system, and
- c) OEM is provide all the spares required for healthy functioning of the equipment for at least seven years from the date of supply of equipment.

Executive Engineer (E) CCW :AIR:Kolkata

### **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 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 any term of the contract permitting payment of work after assessment by the Superintending Engineer or the Executive Engineer.

Executive Engineer(E)
CCW, All India Radio, Kolkata

#### SPECIFICATION FOR AIR-CONDITIONING WORK

#### 1. OBJECTIVE OF THE SPECIFICATION

This specification is intended to cover the design, manufacture, testing and delivery of ODU, IDU duly packed for transport to site, for complete Airconditioning work.

The scope of the specification also includes the complete replacement of the existing 2x7.5 Tr. air conditioning System etc. by two nos.(One no. Stand by)out door air cooled condensing unit of 10 HP capacity(suitable for cold room application) comprising of scroll compressors along with indoor type floor/ceiling mounted evaporating unit of sufficient cooling capacity comprising of Blowers , evaporating Coils, expansion valves , Remote control unit etc. complete with all other components suitable for maintaining inside temperature not more than 15°C to 17°C of an Archive Room at SRFTI, Kolkata i/c final check-up, testing and commissioning at the site of the entire system complying to relevant specification.

#### 2. GENERAL INFORMATION

CCW, All India Radio intends to install two nos. (One no. Stand by) airconditioning system (suitable for cold room application) comprising of scroll compressors along with indoor type floor/ceiling mounted evaporating unit (as a replacement of the existing 2x7.5 Tr. air conditioning System) for SRFTI, Kolkata.

#### 2.1. **REQUIRMENT OF AIR FLOW**

The required air flow of the system must be in compliance with the standard norm suitable for Archive for maintaining inside room temperature in between 15°C to 17°C.

#### 2.2 BASIS OF DESIGN

Actual quantity of the supplied air by the new system by installing out door air cooled condensing unit of 10 HP capacity(suitable for cold room application) comprising of scroll compressors along with floor/ceiling mounted evaporating unit of sufficient cooling capacity suitable for maintaining inside temperature **not more than 15°C to 17°C** of an Archive Room having dimensions of 32'X18'X9'(approx.) with two persons occupancy.

#### 3. SCOPE OF WORK

This specification, SITC of two nos.(One no. Stand by)out door air cooled condensing unit of 10 HP capacity(suitable for cold room application) comprising of scroll compressors along with indoor type floor/ceiling mounted evaporating unit of sufficient cooling capacity comprising of Blowers, evaporating Coils, expansion valves, Remote control unit etc. complete with all other components suitable for maintaining inside temperature not more than 15°C to 17°C of an Archive Room. The system shall deliver the specified tonnage, both in summer and monsoon seasons. The system shall run 24hours, 365 days in a year alternately.

#### 4. AIR COOLED ODU with Scroll compressors and indoor evaporating unit:

#### **4.1** Type

An AIR COOLED ODU with Scroll compressors and Indoor unit with Evaporator, Expansion Valve, blower, filters and remote control unit. Here ODU condenser is cooled by a propeller fan. The system should be suitable for cold room application)

#### **4.2** General

Indoor& outdoor units shall be factory assembled, tested and filled with factory charged acceptable refrigerant as per relevant norms considering ODP & GWP etc. only before delivering at site & should be suitable for operation on 380V-415V, 3 Phase, 50 Hz AC electric supply system.

Outdoor units should be air cooled type.

#### 5. Outdoor Unit

The outdoor unit shall be factory assembled unit housed in a sturdy weather proof robust housing. The unit should be completely factory wired and tested with all necessary controls. It should be Air Cooled type.

The System must have the following features:

- **5.01** Outdoor units shall have scroll compressors and be able to operate even in case one compressor is out of order.
- 5.02 The COP at AHRI conditions shall not be less than 3.1 and IEER not less than 6.5
- **5.03** All out door unit must have Anti Corrosive Fins for better life.
- **5.04** The outdoor unit should have acceptable noise level as per relevant norms during normal operation.

### 6. Compressor

The compressor shall be of highly efficient hermetic scroll type.

#### 7. Heat Exchanger

The heat exchanger shall be constructed with copper tubes mechanically bonded to appropriate fins.

#### 8. Refrigerant Circuit

The refrigerant circuit shall include an accumulator, liquid and gas shut off valves and a solenoid valve.

All necessary safety devices shall be provided to ensure the safe operation of the system.

#### 9. Safety Devices

The following safety devices shall be part of the outdoor unit;

High Pressure Switch, Low Pressure Switch, Fan Motor Safety Thermostat, Over Current Relay, Fusible Plugs, Fuses.

#### 17. DRAIN PIPING

Condensate drain pipe in the drain point shall be provided.

#### 18. PAINTING

All the equipments, mounting frames, stands etc. shall be painted with 2 coats of suitable paints of approved color over the priming paint to prevent corrosion of the equipment.

#### 19. Works to be carried out by the department

Unless otherwise specified in the tender documents, following shall be arranged by the department.

(i) Space for storing all the equipments and components involved in the work.

#### 20. Works to be done by the tenderer

In addition to supply, installation, testing and commissioning of all the equipment as per schedule of work and specifications the following works shall be deemed to be included within the scope of work to be executed by the tenderer for which nothing will be paid as extra.

- i) Minor building work for the installation such as cutting in the floor/ wall trench for cable and making good the same.
- ii) Installation of the equipment on the CC foundation, including providing necessary anti vibration mounting. Modification, if any, likely to be required in foundation shall be done by the contractor.
- iii) Provision of all accessories required for the installation of all equipment i/c pipe work for refrigeration & water pipe etc. and control cable between control panels. The layout of the control panel, laying of copper pipe etc. shall be got approved from the Engineer in charge before execution and nothing extra shall be paid over the quoted rate due to any change in the layout.
- iv) Tools & plants required for handling and installation of equipments.
- v) All tools & plats required for unloading/handling of equipments and materials at site, their assembly &erection.
- vi) Necessary equipments for commissioning and testing.
- vii) The contractor at the site for his own use will arrange water supply.

  Unless otherwise mentioned in the tender document, the following works also shall be done by the contractor and therefore their cost shall be deemed to be included in their tendered cost whether specifically indicated in the schedule of work or not.
  - a) Foundation for equipments i/c foundation bolts and vibration isolation spring /pads.
  - b) Supporting members for piping work.
  - c) Suspenders for hanging ducts and/or cable trays for laying the cables.
  - d) Excavation and refilling of trenches in soil wherever the pipes are to be laid directly in ground, i/c necessary base treatment and supports.
  - e) Sealing of all floor slab/wall openings provided by the department or contractor for pipes and cables from fire safety point of view after laying of the same.
  - f) Painting of all exposed metal surfaces of equipments and components with appropriate color as per relevant specifications.
  - g) Making openings in the walls/floors/slabs or modification in the existing openings wherever provided for carrying pipe line, ducts, cables etc.
  - h) Providing wooden/metallic frames for fixing grills/diffusers.
  - i) Making good all the damages caused to the structure during installation and restoring to their original finish.
  - j) Scaffolding work.

#### 21.Inspection and testing:

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

#### 22. Terms of payment:

The following percentage of contract rates for the various items included in the contract shall be payable against the stage of work shown herein.

- 22.1 50 % after initial inspection and delivery at site in good condition on pro-rata basis
- 22.2 30 % after completion of installation in all respects.
- 22.3 Balance 20 % will be paid after testing, commissioning & handing over to the department for beneficial use.
- 22.4 Income Tax, GST, TDS on GST, labour cess & other statutory deduction etc. shall be deducted at source as per prevalent laws. The deductions of security deposit, income- tax, Goods and Service tax etc. shall be done after calculation of the above due payments as per clauses 22.1 to 22.3 and net payment shall be reduced accordingly.

#### 23 Documents to be furnished on completion of installation

- (i) 3 Sets of Completion drawings.
- (ii) 3 Sets of Manufacturer's Technical catalogues of all equipments and accessories.
- (iii) Operation and maintenance manual of all major equipments, details of all adjustments, operation and maintenance procedure.

#### 24. Electric Power Supply & Water Supply

- i) Electricity supply will be made available free of cost to the Contractor for testing purpose only.
- ii) The contractor at the site for his own use will arrange water supply.

#### 25. Co-ordination

- i) The contractor shall agree with Engineer in charge & SRFTI authority for carrying out the works on Saturdays, Sundays, before & after office hours, within & in predefined time where shut down of power supply is unavoidable.
- ii) The contractor shall be responsible to abide by the regulations or restrictions set in regard to entry into and movement within premises.

#### 26. General requirements of components

All materials & equipments supplied by the contractor shall be new. They shall be of such design, size & materials as to satisfactorily match & fit for replacement purposes as may require.

#### 27. Refrigerant plumbing

The work shall include provision of suction line insulation as per manufactures standard. The refrigerant pipe/copper pipe linear measurement will be considered from outside wall of AC units but the inside refrigerant piping connection is to be considered as internal connection which is not payable, it will be considered as a part of AC units. The firms are advised to quote the rate of AC unit accordingly, after quoting the rate nothing will be paid on this account.

#### 28. Workmanship

Good workmanship is an essential requirement to be complied with. The entire work shall conform to sound engineering practice. Contractor will take due care to ensure safety of existing electrical installations during execution of work.

#### 29. After Sales Service

The contractor shall ensure adequate and prompt after sales service in the form of maintenance personnel and spares as and when required with a view to minimize the breakdown period. Particular attention shall be given to ensure that all spares are easily available during the normal life of the installation.

#### 30. Commissioning on completion

After the work is completed, it shall be ensured that the installation is tested & commissioned and it meets up the required inside temperature not more than 15 degrees to 17 degrees Celsius.

#### 31. Guarantee

The installation to be handed over to the department after necessary testing and commissioning. The installation shall be guaranteed against any defective workmanship. Similarly, the materials supplied by the contractor will be guaranteed against any manufacturing defect, inferior quality. The guarantee period will be for a period of 12 months from the date of commissioning/handing over to the department. Installation/ equipments or components thereof shall be rectified/ repaired to the satisfaction of the Engineer in charge.

#### 32. Indemnity

The Successful tenderer shall at all times indemnify the department, consequent on this contract. The successful tenderer shall be liable, in accordance with the Indian Law & Regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of installation, testing, commissioning, painting etc. and putting into operation, the equipments and auxiliary equipments under the supervision of successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment will be made to the successful tenderer on account of the above.

Executive Engineer (E)
CCW, All India Radio, Kolkata

-35-LIST OF RECOMMENDED MAKES OF MATERIALS

SL.	Equipment/Material	Approved Manufacturer				
No.						
1.	Air conditioning unit for cold	Daikin/Bluestar/carrier/LG/Voltas/Fujitsu				
	room application with scroll	General make				
	type compressors					
2.	Hard drawn copper	Rajco/Mandev/Shree Shyam/Nippon make				
	refrigerant pipe	or as per OEM recommended make				
3.	Vibration isolators	Resistoflex/Emareld/Dunlop makeor as per				
		OEM recommended make				
4.	Control Cable	RR Kable/Finolex/Polycab/Havells/Incab/ or				
		as approved by OEM				
5.	Drain Pipe	Supreme/Karan/Oriplast make				
	PVC insulated and	Finolex/V-guard/Polycab/Havells make				
	sheathed/XLPE insulated					
	armouredaluminium/Copper					
	conductor cable					
6.	PVC conduit	Precession/AKG make				
7.	MCBs & MCCBs	L&K,ABB, Havells,Legrands				
8.	GI pipe Tata, Jindal					
9.	Modular Switches/Sockets Havells, Legrand					

Executive Engineer (E) CCW, All India Radio, Kolkata

Schedule of Quantity

Name of work:-Supplying, Installation,Testing& Commissioning VRF type Air conditioning System at the Archive for replacement of the existing 2x7.5 Tr. air conditioning System at SRFTI,Kolkata.

existing 2	2x7.5 Tr. air conditioning System at SRFTI,Kolkata.					
SI. No.	Description of item		Quantity Rate		Unit	Amount.
1	S.I.T.C of an out door air cooled condensing unit of 10 HP capacity(suitable for cold room application) comprising of scroll compressors , factory charged refrigerant acceptable as per norms considering ODP & GWP i/c topping up of refrigerantetc., HP/LP pressure safety arrangement complete with all other relevant features and components in a weather resistant robust housing along with a floor/ceiling mounted IDU i.e. evaporating unit of sufficient cooling capacity comprising of Blowers , evaporating Coils, expansion valves , Remote control unit etc. complete with all other components suitable for maintaining inside temperature not more than 15°C to 17°C of an Archive Room having dimensions of 32'X18'X9' (approx.) with two persons occupancy i/c providing ,laying and fixing copper control cables, hard/soft drawn copper refrigerant thermal insulated piping arrangement along with all hardwares for IDU installation and making connections with the existing nearby LT distribution panel etc. complete in all respects as required. (Make: Daikin/Bluestar/carrier/LG/Voltas/Fujitsu General)	2	Sets		Set	
2	Supply & Fixing of ODU stand fabricated with 25mm X 25mm X 5mm and 50mm X 50mm X 6mm angle iron for installation of outdoor units including fabrication & painting etc. complete as required.	100	Kg		Kg	
3	Supplying & laying of one number4 x 16 sq mm Copper conductor XLPE armoured power cable of 1.1 KV grade conforming to IS:7908(Part01) 1998 with upto date ammendment in following manner etc. as required.					
	a) In open duct	10	m		metre	
	b) On wall surface (Clamped with 1mm thick saddle)	50	m		mrtre	
4	Supplying and making end termination with brass compression gland and copper lugs for following size of PVC insulated and PVC sheathed / XLPE copper conductor cable of 1.1 KV grade as required.					
	a) 4 x 16 sq. mm (25mm)	4	Sets		Set	
5	P/F 4.00mm dia. Copper wire on surface or in recess for loop earthing along with existing surface/recessed conduit/submain wiring / cable as required.	60	Mtrs.		Metre	
6	SITC of 32 mm dia.(nominal) U- PVC drain water piping complete with fittings, such as elbow,tees, reducers, sockets, supports, jointing & any other item required to make the system complete etc. as required. (Make :Supreme or similar superior)	40	Mtrs.		Metre	
7	Modification of existing cubical LT panel at Film Archive by replacing existing old switchgears with following new MCCB (with adjustable overload and short circuit settings) after removing the old existing Switching devices including making suitable fixing arrangement on the panel i/c making connections, etc. complete as required.					
	a) 100 Amp, 25KA,(Ics = 100% of Icu ) Four polewith Rotary	1	no		Each	
	Handle b) 63 Amp, 25KA,(Ics = 100% of Icu ) Four pole with Rotary	1	no		Each	
	Handle  c) 32 Amp, 25KA,(Ics = 100% of Icu ) Four pole with Rotary Handle	2	nos		Each Each	
8	Dismantling of the existing 2 x 7.5 Tr. capacity air-cooled AC system ODU, AHU i/c the plenum, copper piping etc. but without the ducts including disposal of the dismantled materials to the store i/c covering the opened area created after removal of the plenum and making good the damages created after dismantling etc. complete as required.	1	Job		Job	