

Name of work: RMO of various Electrical & Mechanical Services at Prison Complex Mandoli Delhi. (SH: Replacement of existing PVC channel in barracks of CJ-11 with PVC conduit & replacement of faulty lights in corridor of ITBP Hostel with LED lights)

INDEX

Sl. No.	Description	Pages
1	Index	1
2	Information & Instructions for bidders for e-tendering forming part of bid document (Part-I)	2-5
3	Integrity Pact & Integrity Agreement	6-12
4	CPWD Form – 6	13-17
5	CPWD Form – 7	18-19
6	Acceptance & Performance Schedule	20-24
7	Performa of EMD & Performance Guarantee/Bank Guarantee	25-27
8	Affidavit	28
9	Schedule of Quantity	29
10	Terms & Conditions	30-34
11	Additional Terms & Conditions	35

Assistant Engineer (E)
OPESD-I, PWD, Delhi.

NIT Approved for Rs. 5,94,703/- (Rs. Five Lakh Ninety Four Thousand Seven Hundred Three only).

**GOVERNMENT OF NCT, DELHI
PUBLIC WORKS DEPARTMENT**

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

(Applicable for inviting bids on single bid system)

The Assistant Engineer (E), Other Project Electrical Sub-division-I, Prison Complex, Mandoli, Delhi- 110093 on behalf of the President of India invites online Percentage rate tender from eligible contractors of CPWD registered in composite category or those of appropriate list of MES, BSNL and other state Govt. Departments dealing with buildings and roads or experienced contractors who satisfy the criteria of execution of similar works i.e. 3 Nos. works each of value not less than 40% of estimated cost put to tender or 2 Nos. works each of value not less than 60% of estimated cost put to tender or 1 no. works each of value not less than 80% of estimated cost put to tender in last 7 Years for following work:

Similar work means: "E.I. Work"

S. No.	NI T No.	Name of work & Location	Estimated cost put to bid	Earnest Money	Period of Completion	Last date and time of submission of bid, Original EMD, Copy of receipt for deposition of original EMD & other documents as specified in the press notice.	Time and date of opening bid
1	2	3	4	5	6	7	8
1	38/EE(E)/OPED/PWD/2019-20	RMO of various Electrical & Mechanical Services at Prison Complex Mandoli Delhi. (SH: Replacement of existing PVC channel in barracks of CJ-11 with PVC conduit & replacement of faulty lights in corridor of ITBP Hostel with LED lights).	Rs. 5,94,703/-	Rs. 11,894/-	3 Months	Upto 3.00 PM On 10/10/2019	Upto 3.30 PM On 10/10/2019

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 the documents required.
2. The Bid documents 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 <https://govtprocurement.delhi.gov.in> free of cost.
3. But the bid can only be submitted after deposition of original EMD either in the office of Assistant Engineer inviting bids or division office of any Executive Engineer PWD Delhi/CPWD within period of bid submission. (The EMD document shall only be issued from the place in which the office of receiving division office is situated) and uploading the mandatory scanned documents such as 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 **Executive Engineer (E) B-241, PWD, New Delhi**, as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer, PWD Delhi/CPWD and other documents as specified.
4. Those contractors have 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.
5. The intending bidder must have valid digital signature to submit the bid.
6. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of RAR format and PDF format.
8. Contractor must ensure to quote rate on percentage basis.
9. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
10. When bid are invited in two /three stages systems and if it is desired to submit revised financial bid it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
11. 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.

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

1. Treasury Challan/Demand Draft/Pay order or Banker's Cheque /Deposit at Call Receipt/Bank Guarantee of any Scheduled Bank against EMD.
2. Enlistment Order of firm in composite category or experience certificate issued by officer of rank not below Executive Engineer.
3. Certificate of Registration for GST (as applicable) and acknowledgement of up to date filed return.
4. Scanned copy of Electrical license.
5. Copy of receipt for deposition of original EMD issued from division office of any Executive Engineer, PWD Delhi/CPWD (The EMD document shall be issued from the place in which the office of receiving division office is situated.)

Note: Above documents are to be uploaded by putting these document in a single folder and converting in to zip file i.e. .rar format.

..... *.....To be filled by Assistant Engineer (E)

**Assistant Engineer (E),
Other Project Electrical Sub-division-I,
PWD, Prison Complex,
Mandoli, Delhi.**

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NIT No. 38/EE(E)/OPED/PWD/2019-20.

1. EE(E), OPED, PWD(GNCTD), Western Yamuna Bank, I.P. Estate, New Delhi.
2. AE(E), OPESD-II, DDU Marg, District Court, New Delhi.
3. Notice Board.

Assistant Engineer (E),

Information and instruction for Assistant Engineer for e-tendering

1. The Assistant Engineer of all divisions of PWD, Delhi/CPWD should receive the original EMD for tender of other division.
2. The NIT approving authority/AE at the time of issue of NIT shall also fill and upload the following prescribed format of receipt of deposition of original EMD along with NIT:-

Receipt of deposition of original EMD (Receipt No...../date)	
1.	Name of work: RMO of various Electrical & Mechanical Services at Prison Complex Mandoli Delhi. (SH: Replacement of existing PVC channel in barracks of CJ-11 with PVC conduit & replacement of faulty lights in corridor of ITBP Hostel with LED lights)l.
2.	NIT No. 38/EE(E)/OPED/PWD/2019-20
3.	Estimate Cost: Rs. 5,94,703/-
4.	Amount of Earnest Money Deposit: Rs. 11,894/-
5.	Last date of Submission of bid :- 10.10.2019
<i>(*To be filled by NIT approving authority/AE at the time of issue of NIT and uploaded along with NIT)</i>	
2.	Name of contractor
3.	From EMD
4.	Amount of Earnest Money Deposit: Rs.
5.	Date of Submission of EMD

3. The Assistant Engineer receiving EMD in original form shall examine the EMD deposited by the bidder and shall issue a receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting AE. The receipt may be issued by the EE/AE(P)/AAO/Cashier (Where AE(P)/AE/AAO not posted).
4. The Assistant Engineer receiving original EMD shall also intimate tender inviting Assistant Engineer about deposition of EMD by the agency by email/fax/telephonically.
5. The original EMD receiving Assistant Engineer shall release the EMD after verification from the e-tendering portal website (www.govtprocurement.delhi.gov.in) or from Assistant Engineer inviting the tender through E-mail/Fax/Telephonically that the particular contractor is not L-1 tenderer and work is awarded.
6. The tender inviting Assistant Engineer will call for original EMD of the L-1 tenderer from EMD receiving Assistant Engineer immediately.

Assistant Engineer (E)
OPESD-I, PWD, Delhi

Integrity Pact

To,

M/s,

.....,

.....

Sub: NIT No. 38/EE(E)/OPED/PWD/2019-20 for the work RMO of various Electrical & Mechanical Services at Prison Complex Mandoli Delhi. (SH: Replacement of existing PVC channel in barracks of CJ-11 with PVC conduit & replacement of faulty lights in corridor of ITBP Hostel with LED lights).

Dear Sir,

It is here by declared that PWD 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 PWD.

Yours faithfully

Assistant Engineer (E)

To,

Assistant Engineer (E),
OPESD-I, PWD, Prison Complex,
Mandoli, Delhi.

Sub: **RMO of various Electrical & Mechanical Services at Prison Complex Mandoli Delhi. (SH: Replacement of existing PVC channel in barracks of CJ-11 with PVC conduit & replacement of faulty lights in corridor of ITBP Hostel with LED lights)l.**

Dear Sir,

I/We acknowledge that PWD 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 PWD. 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, PWD 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 / authorised to sign the relevant contract on behalf of PWD.

INTEGRITY AGREEMENT

This Integrity Agreement is made at*..... on this*..... day of*.....20..*.....
BETWEEN

President of India represented through Assistant Engineer (E), OPESD0-I, PWD, Prison Complex, Mandoli, Delhi.(Hereinafter referred 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(Here in after referred to as the

"Bidder/Contractor"

(Details of duly authorized signatory)

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.**38 /EE(E)/OPED/PWD/ 2019-20**) (here in after referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract "**RMO of various Electrical & Mechanical Services at Prison Complex Mandoli Delhi. (SH: Replacement of existing PVC channel in barracks of CJ-11 with PVC conduit & replacement of faulty lights in corridor of ITBP Hostel with LED lights).**"

Herein after 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)/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.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of 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 Pact as specified above, unless it is discharged/determined by the Competent Authority, PWD.

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 of attorney signed by all partners and

consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

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

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

Assistant Engineer (E),
OPESD-I, PWD,
Prison Complex, Mandoli,
Delhi.
(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:

Dated:

CPWD-6 FOR e-Tendering

1. **The Assistant Engineer (E), Other Project Electrical Sub-division-I, Prison Complex, Mandoli, Delhi- 110093** on behalf of the President of India invites online Percentage rate tender from eligible contractors of CPWD registered in composite category or those of appropriate list of MES, BSNL and other state Govt. Departments dealing with buildings and roads or other experienced contractors who satisfy the criteria of execution of similar works i.e. 3 Nos. works each of value not less than 40% of estimated cost put to tender or 2 no. works each of value not less than 60% of estimated cost put to tender or 1 no. works each of value not less than 80% of estimated cost put to tender in last 7 Years for following work: **“RMO of various Electrical & Mechanical Services at Prison Complex Mandoli Delhi. (SH: Replacement of existing PVC channel in barracks of CJ-11 with PVC conduit & replacement of faulty lights in corridor of ITBP Hostel with LED lights)”**
 - 1.1 The work is estimated to cost **Rs. 5,94,703/-**. This estimate, however, is given merely as a rough guide.
 - 1.2 Details of criteria for eligibility As Indicated in “INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE”
2. Agreement shall be drawn with the successful bidders on prescribed Form No. **CPWD 7** (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website **www.pwd.gov.in**. Bidders 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 15 Days from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available.
5. The bid document consisting of plans, specifications, the schedule of quantities of various type RENIT 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 and downloaded from website **<https://govtprocurement.delhi.gov.in>** free of cost.
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid 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 bid as notified.

8. When bids 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 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 **Executive Engineer (E), B-241, PWD, New Delhi) shall be scanned and uploaded to the e-Tendering website within the** period of bid submission. **The original EMD should be deposited either in the office of Assistant Engineer inviting bids or division office of any Executive Engineer (E), PWD Delhi/CPWD within the period of bid submission. (The EMD document shall only be issued from the place in which the office of receiving division office is situated). The EMD receiving Executive Engineer shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting AE in the NIT. The receipt shall be also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date & 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 lac, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee of any scheduled bank **having validity for six months or more from the last date of receipt of bids** which is to be scanned and uploaded by the intending bidders.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. ***However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidders only within a week physically in the office of tender opening authority "INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING".***

Online bid documents submitted by intending bidders shall be opened only of those bidders, ***whose EMD deposited with any division office of PWD Delhi/CPWD and other documents scanned and uploaded are found in order.***

The bid submitted shall be opened at 03:30 PM on as mention in **Instruction to bidder**

10 **The bid submitted shall become invalid if:**

- (i) The bidders is found ineligible.
- (ii) The bidder does not deposit original EMD with division office of any Executive Engineer, PWD Delhi/CPWD. **(The EMD document shall only be issued from the place in which the office of receiving division office is situated).**
- (iii) The bidder does not upload all the documents (including (GST as applicable) registration/ Sales Tax registration) **as stipulated in the bid documents including the copy of receipt for deposition of original EMD.**
- (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 tender opening authority.

11. The contractor whose bid 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. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. **The earnest money deposited along with bid shall be returned after submission of the aforesaid performance guarantee.** (Modified vide OM DG/CON/273 dt. 01.10.2013)

12. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids 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 bid. A bidders 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 bidders 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 bid by a bidders 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 description of the work is as follows:
Copies of other drawing and documents pertaining to the works will be open for inspection by the tenderers at the office of above mentioned officer. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

14. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids

received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.

15. Canvassing whether directly or indirectly, in connection with tenderer is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
16. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
17. The contractor shall not be permitted to bid for works in the CPWD 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 Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
18. No Engineer of 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 prior 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 bid or engagement in the contractor's service.
19. The bid for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of financial bid. If any bidder(s) 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 the rebidding process of the work.
20. This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, acceptance of his bid 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 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 there.
 - (b) Standard P.W.D. Form 7 is applicable.

Assistant Engineer (E)
OPESD-I, PWD, Prison Complex,

**GOVERNMENT OF DELHI
PUBLIC WORKS DEPARTMENT**

**STATE DELHI
BRANCH E&M
ZONE**

Division: OPED

Percentage Rate Tender & Contract for works

Tender for the work of: RMO of various Electrical & Mechanical Services at Prison Complex Mandoli Delhi. (SH: Replacement of existing PVC channel in barracks of CJ-11 with PVC conduit & replacement of faulty lights in corridor of ITBP Hostel with LED lights).

To be uploaded on website upto 3:00 PM.

- (i) To be opened online in the office of Assistant Engineer (E), PWD, Other Project Electrical Sub-division-I, Prison Complex, Mandoli, Delhi.
 - (a) Technical Bid at 3:30 PM on 10.10.2019
 - (b) Price Bid at 10.10.2019 will be intimated later to eligible bidders.

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 times 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 the 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 Thirty (30) days from the date of opening of financial bid thereof and not to make any modification in its terms and conditions. A sum of **Rs. 11,894/-** is hereby forwarded in form of Deposit at Call Receipt/Treasury Challan/ Bankers Cheque/ Demand Draft/Fix Deposit Receipt of 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 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 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, upto maximum of 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 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 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 tendering in CPWD 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.

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:

Dated

Signature of Contractor
Postal Address

Witness :

Address :

Occupation :

Telephone No.:

Fax.

Email

ACCEPTANCE

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

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

- (a) }
(b) }*....
(c) }

For & on behalf of the President of India

Signature.....

Designation: Assistant Engineer (E)

OPESD-I, PWD, Delhi

....*.... To be filled by AE (E)

PROFORMA OF SCHEDULES

(Separate Performa for civil, elect. & Hort. Work in case of composite Tenders)
(Operative Schedules to be supplied separately to each intending Tenderer)

SCHEDULE 'A'

Enclosed

Schedule of quantities (Enclosed)

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

Sl. No.	Description of item.	Quantity.	Rate 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

S. No.	DESCRIPTION.	HIRE CHARGES PER DAY	PLACE OF ISSUE
		NIL	

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of Contract: General Condition of Contract for CPWD
works-2014 with amendment issued up to last
date of submission of tender.

- | | | |
|-----|---------------------------|--|
| 1.1 | Name of Work: - | RMO of various Electrical & Mechanical Services at Prison Complex Mandoli Delhi. (SH: Replacement of existing PVC channel in barracks of CJ-11 with PVC conduit & replacement of faulty lights in corridor of ITBP Hostel with LED lights). |
| 1.2 | Estimated Cost of work: - | Rs. 5,94,703/- |
| 1.3 | Earnest Money: - | Rs. 11,894/- |

1.4	Performance Guarantee	5% of tendered value
1.5	Security Deposit	2.5% of tendered value
1.6	Time Allowed:	3 Months

SCHEDULE 'F':-

General Rules & Directions:-

Officer Inviting Tender: -

**Assistant Engineer (E), OPESD-I, PWD
Prison Complex, Mandoli, Delhi.**

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 5

See below

Definitions:-

2(v) Engineer-In-Charge

**Assistant Engineer (E), OPESD-I, PWD,
Delhi**

2(viii) Accepting Authority

AE(E)/OPESD-I/PWD, Delhi.

2(x) Percentage on cost of materials and labour to cover all overheads and profits

NIL

2(xi) Standard Schedule of Rates

Market Rate & DSR 2018

2(xii) Department

Public Works Department, New Delhi

9(ii) Standard CPWD contract form GCC2014: CPWD form 8 modified and corrected up to last date of submission of tender

Clause-1:-

(i) Time allowed for submission of Performance guarantee after date of issue of letter of acceptance

10days

(ii) Maximum allowable extension with late fee @ 0.1% per day of performance Guarantee

Amount beyond the period in (1) above.

5 days

Clause-2:- I. Authority for fixing compensation under clause-2.

CPM/OP/PWD

13th Floor, MSO Building, Delhi.

II. Whether clause-2A shall be applicable.

Not applicable

Clause-5:- Number of days from the date of issue of letter of acceptance for reckoning date of start **-10 days**

TABLE OF MILE STONE – N/A

Sr. No.	Description of Milestone (Physical)	Time Allowed in Days (from date of start)	Amount to be withheld in case of non achievement of mile stone.
NIL.....		

Authority to decide:

(i) Authority to give fair & reasonable extension of time for completion of time

: EE(E)/OPED, PWD, New Delhi.

(iii) Reschedule of Mile Stones

: EE(E)/OPED, PWD, New, Delhi.

Clause-6, 6A:-

Clause Applicable-(6 or 6A)

: 6

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

: After satisfactory completion

Clause-10-A List of Testing Equipment to be provided by the contractor at site Lab

: All equipments as per requirement for successful completion of work at site.

Clause-10-B (ii).

Whether clause 10-B (ii) shall be applicable

: N.A.

Clause 10 C Component of Labour expressed as percent of value of work

: 70%

“Clause 10 CA

Materials covered under this clause

: N.A.

**Form of Earnest Money Deposit
Bank Guarantee Bond**

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto

(Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs.(Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20... . THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;
 - OR
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,
We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in- Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE SIGNATURE OF THE BANK

WITNESS SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

**FORM OF PERFORMANCE SECURITY (GUARANTEE)
BANK GUARANTEE BOND**

- 1 In consideration of the President of India (hereinafter called the "the Government") having offered to accept the terms and conditions of the proposed agreement between.....and
(here in after called the said contractor(s)) for the work
..... (here after called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs..... (Rupees) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We (here in after referred to as "the Bank") hereby
(indicate the name of the Bank)
undertake to pay to the Government an amount not exceeding Rs..... (Rupees only) on demand by the Government.
2. We (here in after referred to as "the Bank") hereby (indicate the name of the Bank)
and payable under this Guarantee without any demure, merely on a 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 there under and the contractor(s) shall have no claim against us for making such payment.
4. We further agree that the guarantee herein (indicate the name of the Bank)
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 further agree with the Government that (indicate the name of the Bank)
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 exercise able by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on that 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. Welastly undertake not to revoke this (indicate the name of the Bank)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.

The _____ date of _____
 For _____(indicate the name of Bank)

Schedule of work

Name of Work: RMO of various Electrical & Mechanical Services at Prison Complex Mandoli Delhi. (SH: Replacement of existing PVC channel in barracks of CJ-11 with PVC conduit & replacement of faulty lights in corridor of ITBP Hostel with LED lights).

S N	Description	Qty.	Rate	Unit	Amount
1	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 6 pin 5/6 & 15/16 A modular socket outlet and 15/16 A modular switch, connections etc. as required.	20 Nos.	495.00	Each	9900.00
2	Supplying and fixing of following sizes of medium class PVC conduit along with accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required.				
	a) 25 mm	490 Mtrs.	90.00	P/mtr	44100.00
	b) 32 mm	650 Mtrs.	92.00	p/mtr	59800.00
3	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required				
	a) 2 X 4 sq. mm + 1 X 4 sq. mm earth wire	150 Mtrs	200.00	P/mtr	30000.00
4	Drawing following sizes of FRLS PVC insulated copper conductor, single core cable in the existing surface/recessed steel/ PVC conduit as required				
	a) 1 x 1.5 sq. mm	2370 Mtrs.	16.00	P/mtr	37920.00
	b) 2 x 1.5 sq. mm	300 Mtrs.	16.00	P/mtr	4800.00
	c) 3 x 1.5 sq. mm	2080 Mtrs.	16.00	P/mtr	33280.00
	d) 3 x 4 sq. mm	700 Mtrs.	16.00	P/mtr	11200.00
5	SITC of 15 Watt having approx. dimensions of 300mm X 300 m, surface LED fitting white powder coated CRCA Housing, having minimum 1180 lumens and CCT of 5500-6500k, operating temperature -10°C to +45°C, operating voltage 140-270V, CRI>80, and life of 50000hours @L70B50, power factor of >0.95, THD <10%, polystyrene opal diffuser, Lumen efficacy >140LM/W, build in isolated electronic LED driver (SMPS based constant current supply) with output short circuit, surge protection and other safety test as per IS 15885 Part-2/SEC13, providing of LM79, LM80 report is mandatory.	203 Nos.	1791.00	Each	363573.00
6	Dismantling of existing PVC trunking & the existing FRLS PVC insulated single core	1850 Mtrs.	5.00	P/mtr	9250.00

	copper wire used for ceiling fan connection in various barracks at various locations in CJ-13. Note:- 1. Dismantle channel shall be property of contractor. 2. Dismantle wire shall be used by contractor in item no.4(a),4(b),4(c),4(d).					
7	Less for dismantle channel	1140	Mtrs.	8.00	P/mtr	-9120.00
	Total Say=					594703.00

(Five Lakh Ninety Four Thousand Seven Hundred Three Only)

**Assistant Engineer (E),
OPESD-1, PWD, (GNCTD),
Prison Complex Mandoli,
Delhi-1100093.**

TERMS AND CONDITIONS

1. The work shall be executed as per CPWD General Specifications for electrical works for Electrical Works Part-I,& II, as amended up to date, relevant IE rules, relevant IS and as per directions of Engineer-in-charge. These additional specifications and conditions are to be read in the Additional specifications and conditions shall apply. However, nothing extra shall be paid on account of these as the same are to be read along with schedule of quantities for the work

2. SUBMISSION OF TENDERS

The tender shall be submitted complete with the following:

- (a) Complete tender documents as purchased from CPWD duly filled in and signed. The price part of the tender shall be indicated only on the tender schedule of work.
- (b) Earnest Money deposit in one of the acceptable forms as specified.
- (c) Any other supplementary details required for the evaluation of the tenders such as drawings, technical literature/ catalogues, data, etc.
- (d) Deviations, if any, from tender specification and/ or tender conditions, with reasons therefore; it is open to the Department whether or not to accept them.

3. RATES

The work shall be treated as on works contract basis and the rates tendered shall be for complete items of work inclusive of all taxes (including works contract tax, GST (as applicable) if any), duties, and levies etc. and all charges for items contingent to the work, such as, packing, forwarding, insurance, freight and delivery at site for the materials to be supplied by the contractor, watch and ward of all materials for the work at site etc.

4. TAXES AND DUTIES

- (a) Being an indivisible works Contract Tax, GST (as applicable), Sales Tax, Excise Duty etc. are not payable separately.
- (b) Works Contract Tax, GST (as applicable) if any, for the work shall be included within the quoted rates for the various items. The works contract tax shall be deducted from the bills of the contractor, if applicable in the State in which the work is carried out.
- (c) Octroi duty shall not be paid separately for the material supplied by the contract, but octroi exemption certificates can be furnished by the Department, in demand, However, the Department is not liable to reimburse the octroi duty in case such exemption certificates are not honored by the concerned authorities.

5. MOBILISATION ADVANCE

No mobilization advance shall be paid for the work.

6. TOOLS FOR HANDLING AND ERECTION

All tools and tackles required for handling of equipments and materials at site of work as well as for their assembly and erection and also necessary test instruments shall be the responsibility of the contractor. No T & P shall be issued by the department.

7. CO-ORDINATION WITH OTHER AGENCIES

The contractor shall co-ordinate with all other agencies involved in the building work so that the building work is not hampered due to delay in his work.

8. STRUCTURAL ALTERATIONS TO BUILDINGS

- (a) No structural member in the building shall be damaged/ altered, without prior approval from the competent authority through the Engineer-in- charge.
- (b) Structural provisions like openings, cutouts, if any, provided by the Department for the work, shall be used. Where these require modifications, or where fresh provisions are required to be made, such contingent works shall be carried out by the contractor at his cost.
- (c) All such openings in floors provided by the Department shall be closed by the contractor after installation etc. as the case may be, by any suitable means as approved by the Engineer-in-charge without any extra payment.

9 STORAGE AND CUSTODY OF MATERIALS

The room inside the building may be used for storage of materials. No separate storage accommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over the installation by the department.

10 CARE OF THE BUILDING

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

11 Inspection and Testing

The Engineer-in-charge reserves the right to independently test the materials / components / equipment as he deems fit. The cost of such testing shall be initially borne by the contractor. The cost of the tests shall be reimbursed on production of receipts in case the materials / components / equipment have passed the test. In case of materials / components / equipment failing in testing no charges shall be reimbursed and such materials / components / equipment shall be replaced.

12. WORKS TO BE ARRANGED BY THE DEPARTMENT

Following works shall be arranged by the Department:

- i) Power Supply for testing and installation:-

- a) 230 Volts, Single Phase, 50 Hz, one point supply for testing & commissioning at Site. Termination switchgear however, shall be provided by the contractor.

13. Data manual and Drawings to be furnished by the tenderers: Contractor shall preserve the copies of invoices, test certificates; gate passes etc. to prove the Genuineness of material / purchases.

14. WORKS TO BE DONE BY THE TENDERER:

- 14.1 The work Involves of Additional/alternation of E.I. Work at Prison Complex at Mandoli, Delhi.
- 14.2 All malba shall be removed daily from the quarter and shall be stack in one location in the campus. Malba shall be removed from the campus on regular basis and as when instructed.
- 14.3 Repairing shall be done with fine sand and cement.
- 14.4 All patch work shall be finished with 2 mm thick POP layer after cement plaster.
- 14.5 As work is to be carried out in occupied premises of jail so convenience of inmates shall be given priority.

15. EXTENT OF WORK

- 15.1 The work shall comprise of entire labour including supervision and all material necessary to make a complete installation and such tests and adjustments and commissioning, as may be required by the department. he term complete installation shall not only mean major items of the plant and equipments covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout chart whether or not those have been mentioned in details in the tender document in connection..
 - a) Minor building works necessary for installation of equipments, foundation, making of opening in walls or in floor and restoring them to their original condition/finish and necessary grouting etc. as reqd.
 - b) All supports for over-head cables etc. as are necessary.

16 After Award of work

The Contractor shall prepare the Programme chart for the execution of the work showing clearly all activities from the start of work to the completion, with details of requirements of components & materials, man power and equipment deployment required for the completion of the work within the stipulated period and submit the same to the Engineer-in-Charge within fifteen days after the issue of letter for commencement of the work. The Contractor shall also submit monthly Programme and progress reports and update / re-schedule the same every month. These shall be submitted by the contractor in soft copy also besides forwarding hard copy of the same.

17 Compliance with Regulations and Indian Standards, Indemnity & Insurance.

All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards as detailed in of CPWD General Specifications for Electrical work Part-I and II.

18 Mobilization Advance:

No mobilization will be given.

19. Indemnity:

The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations, for any accident occurring due to any cause and the department shall not be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible.

20. Insurance and Storage:

All consignments are to be duly insured up to the destination from warehouse to warehouse at the cost of the contractor. The insurance covers shall be valid till complete installations are handed over duly installed, tested and commissioned.

21. Verification of correctness of Equipment at Destination:

The contractor shall have to produce all the relevant records to certify that the genuine equipment from the manufacturers has been supplied and erected.

22 Guarantee

All the equipments shall be guaranteed for a period of 5 Years from the date of taking over the installation by the department against unsatisfactory performance and / or break down due to defective design, errors in programming, workmanship of material etc. The equipments or components, or any part there of, so found defective during this guarantee period (defect liability period) shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in-Charge. In case it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the Engineer-in-Charge in this regard shall be final.

If the total downtime of the installation is more than 7 days during the One year defect liability period, then the defect liability period of the same shall be extended.

The maintenance, routine as well as preventive, for five years from the date of taking over the installation (i.e. during the guarantee period) as per manufacturer's recommendations / standard practice shall be carried out and the record of the same shall have to be maintained. Nothing extra shall be paid on this account.

23 Order of Preference: Should there be any difference or discrepancy between the description of items as given in the Schedule of Quantities, technical specifications for individual items of work (including additional and commercial conditions) and IS Codes etc., the following order of preference shall be followed:

- a. Schedule of quantities
- b. Additional and Commercial Conditions
- c. Technical specifications of the tender
- d. General Conditions of Contract for CPWD Works
- e. Drawings
- f. CPWD General Specifications
- g. Relevant IS or any other International code in case IS code is not available.

24 Cooperation with other agencies: The successful tender shall co-ordinate with other contractors and agencies engaged in the construction of building and exchange freely all technical information so as to make the execution of this works contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the successful tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the successful tenderer himself.

25 Compliance with Regulations and Indian standards

- 25.1 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to this work. In particular, the equipment and installation shall comply with the following:
- a. Factories Act
 - b. Indian Electricity Rules
 - c. I.S. & BS Standards as applicable
 - d. Workmen's compensation Act
 - e. Statutory norms prescribed by local bodies
- 25.2 Nothing in this tender shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.
- 25.3 Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty of Rs.50/- for each default. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

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Additional Terms & Conditions

1. The work shall be carried out as per CPWD specifications and instructions of Engineer-in-charge.
2. No T&P shall be issued to the contractor by the department.
3. No Extra cartage will be paid to the contractor.
4. Any damage done by the contractor shall be repaired free of cost.
5. Dismantle shall be property of contractor and hence recovery made @5% at dismantled item.
6. As Jail is in operation hence the I.D. of Labour is required to carry out the work and gate pass shall be issued by the JE(E).
7. The Guarantee Period for LEDs should be 5 Years & the contractor shall submit the test report and the Guarantee certificate of the LEDs.
8. The payment shall be made only after satisfactory completion of work.
9. The work shall be completed within 3 Months.
10. List of Makes:-
 - a) Conduit- Precision/AKG/MK.
 - b) LED- Havells/Philips/Wipro/Halonix.
 - c) Wire :- Finolex/Polycab/Havells.
 - d) GI Box:- Crabtree/Anchor/Legrand.

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