

PRESS NOTICE

CENTRAL PUBLIC WORKS DEPARTMENT

NOTICE INVITING TENDER

The Assistant Engineer (E)-II, BBSR-II, Central Public Works Department, Plot No. 188/623, 624, Pokhariput, Bhubaneswar (Telephone No. 0674-2352942) invites on behalf of President of **Online Percentage Rate** tenders **Single Bid** from **CPWD Enlisted Contractors in Composite Category of Appropriate Class** for the following work(s): -

NIT NO. 44/EE-E/AE-E-II/BBSR-II/CPWD/BBSR/2020-21

Name of Work: **Repairing, Supplying, Erection, Testing & Commissioning of 30 kWP on-grid solar power plant & Replacement of damaged LED Street light fittings at RRSL building, Bhubaneswar.**

Estimated Cost: **Rs.2,00,678.00**

Earnest Money: **Rs.4014.00**

E-Tender Processing Fee: **(Through ITI e-gateway)**

Period of Completion: **02 Months**

Last time and date of submission of bids: **12-10-2020, 15:00 Hrs**

The tender forms and other details can be obtained from the website www.tenderwizard.com/cpwd or www.cpwd.gov.in

Name of work : **Repairing, Supplying, Erection, Testing & Commissioning of 30 kWp on-grid solar power plant & Replacement of damaged LED Street light fittings at RSSL building, Bhubaneswar.**

INDEX

Sl. No.	Description	Page No.
1	Press notice, Index for e-tending	1-2
2	Information & Instruction for Contractor for e-tending	3-5
3	NIT (Form CPWD-6)	6-11
4	Percentage Rate tender & contract for works (Form CPWD-7)	12-18
5	INTEGRITY PACT	19-27
6	Deposition of Original EMD Format	28
7	Terms and Condition of IEI	29-34
8	Schedule of work	35-37

This NIT contains 1 to 37 pages including this page.

**Assistant Engineer (E)-II
BBSR-II, CPWD, Bhubaneswar**

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING
The Assistant Engineer (E)-II, BBSR-II, CPWD, Plot No. 188/623, 624,
 Pokhariput, Bhubaneswar (Telephone No.0674-2352942) on behalf of President
 of India invites **online percentage rate bids** from **CPWD Enlisted**
Contractors in Composite Category of Appropriate Class and those of
 appropriate list of M.E.S, BSNL, Railway and State P.W.D (B&R) or
 State Govt.'s Department dealing with building and roads, if there is
 no State PWD (B&R), (Strike out as the case may be) for the following work(s) :-

Sl. No.	NIT No.	Name of Work & location	Estimated cost put to tender	Earnest Money	Period of Completion	Last date & time of submission of Bid, original EMD copy of receipt for deposition of original EMD, and other document as specified in the press notice.	Time and date of opening Bid
01	44/EE-E/AE-E-II/BBSR-II/CPWD/BBSR/2020-21	Repairing, Supplying, Erection, Testing & Commissioning of 30 kWP on-grid solar power plant & Replacement of damaged LED Street light fittings at RRSL building, Bhubaneswar.	Rs.2,00,678.00	RS.4014.00	02 Months	12-10-2020 15:00 Hrs.	12-10-2020 15:30 Hrs

General Condition:-

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. 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 www.tenderwizard.com/CPWD or www.cpwd.gov.in free of cost.
4. But the bid can only be submitted after **deposition of original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission** 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)/BCED-I/CPWD/Bhubaneswar, receipt for deposition of original EMD to division office of any Executive Engineer (Including NIT issuing EE/AE), CPWD and other documents as specified.

5. Those contractor not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imported training on online bidding process as per details available on the website.
6. The intending bidder must have valid class-III digital signature to submit the bid.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Contractor can upload documents in the form JPG format and PDF format.
9. The Contractor must ensure to quote percentage rate (above or below) over the estimated cost put to tender. If the cell is left blank and no percentage rate (above or below) is quoted by the bidder, rate shall be treated as "0" (ZERO).
10. SC/ST contractor enlisted under Class-V category are exempted from processing fee payable to ITI Limited.

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

- 1- CPWD Enlistment Copy in composite category of appropriate class.
- 2- Treasury Challan / Demand Draft / Pay Order or Banker's Cheque / Deposit at Call Receipt / FDR / Bank Guarantee of any Schedule Bank against EMD.
- 3- Copy of valid electrical contractor license. However the contractor shall be allowed to participate in tender with an undertaking that "they will either obtain valid electrical license at the time of execution of electrical work or associate contractors having valid electrical license of eligible class."
- 4- Copy of receipt for deposition of original EMD to division office of any Executive Engineer, CPWD **(Including NIT issuing EE/AE), CPWD** and other documents as specified.
- 5- GST Registration Certificate of the State in which the work is to be taken up, if already obtained by the bidder.

If the bidder has not obtained GST registration in the State in which the work is to be taken up, or as required by GST authorities then in such a case the bidder shall scan and upload following under taking along with other bid documents.

"If work is awarded to me, I/we shall obtain GST registration Certificate of the State, in which work is to be taken up, within one month from the date of receipt of award letter or before release of any payment by CPWD, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by CPWD or GST department in this regard.

- 6- Any other Documents as specified in the press notice.
- ~~7- Certificates of Work Experience (if required from non-CPWD and CPWD class II contractors).~~
- ~~8- Affidavit as per clause 1.2.3 of CPWD-6 (if required from non-CPWD and CPWD class II contractors).~~
- ~~9- Two letters from CPWD class I contractors as specified under clause 1.2.3 of CPWD-6 (if applicable).~~

N.B: The bidders are requested to upload the above essential documents in Sl. No. i to vi as eligibility document in e-portal before request, otherwise department reserves all the right to reject the bid without assigning any reason.

The following documents are to be furnished before award of work;

- a. The contractor whose bid is accepted will also 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 and Programme Chart (Time and progress) within the period specified in schedule F.

**Assistant Engineer (E)-II
BBSR-II, CPWD, Bhubaneswar**

CPWD-6 for E-Tendering

Percentage rate bids are invited on behalf of President of India from **CPWD Enlisted Contractors in Composite Category of Appropriate Class** and those of appropriate list of M.E.S, BSNL, Railway and State P.W.D (B&R) or State Govt.'s Department (~~Strike out as the case may be~~) dealing with building and roads, if there is no State PWD (B&R) for the work of

Repairing, Supplying, Erection, Testing & Commissioning of 30 kWp on-grid solar power plant & Replacement of damaged LED Street light fittings at RRSL building, Bhubaneswar.

The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

1.1. The work is estimated to cost **Rs.2,00,678.00** . The estimate however is given merely as a rough guide.

1.1.1. The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NIT's for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids.

For composite bid, besides indicating the combined estimated cost put to bid, should clearly correspond to the combined estimated cost of different components put to bid.

1.2. Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below: -

~~1.2.1 Conditions for Non CPWD registered contractors only, if bids are also open to non CPWD contractors.~~

~~For works estimated cost up to tendering limit of class -1 composite category Contractor (However, for Horticulture and Furniture etc. discipline, it may be modified as per bidding limit of CPWD class I contractors of respective discipline as the case may be) Three similar works each of value not less than Rs. or two similar work each of value not less than Rs. or one similar work of value not less than Rs. (all figures rounded to nearest convenient figure) in last 7 years ending previous day of last date of submission of bids.~~

Note:-

~~For works costing above tendering limit of class -II composite category contractors but upto tendering limit of Clause I composite category Contractor (However, for Horticulture and Furniture discipline, it may be modified as per bidding limit of CPWD class II and CPWD Class I contractors respectively of respective discipline as the case may be) when bids are open to non CPWD contractors also, then class II contractors of CPWD registered shall also be eligible if they satisfy the eligibility criteria specified in 1.2.1 above.~~

1.2.2 Criteria of eligibility for CPWD as well as non-CPWD contractors,

~~For works estimated to cost above the tendering limit of class -1 composite category Contractor (However for Horticulture and Furniture discipline, it may be modified as per bidding limit of CPWD class I contractors of respective discipline as the case may be.)~~

~~Three similar works each of value not less than Rs. or two similar work each of value not less than Rs.....or one similar work of value not less than Rs.....(all figures rounded to nearest convenient figure) in last 7 years ending previous day of last date of submission of bids.~~

~~The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid. This is applicable for 1.2.1 as well as 1.2.2 (This is not applicable for CPWD enlisted contractors of appropriate class in composite category)~~

To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under:-

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 bidding 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. (Scanned copy to be uploaded at the time of submission of bid)

~~**1.2.3** When bids are invited from non CPWD contractors and CPWD class II contractors as per provisions of clause 1.2.1 above, it will be mandatory for non CPWD contractors and CPWD class II contractors to upload the work experience certificate(s) and the affidavit as per the provisions of clause 1.2.2.~~

~~But for such bids, Class I contractors of CPWD are eligible to submit the bids without submission of work experience certificate and affidavit. Therefore, CPWD class I contractors shall upload two separate letters for experience certificate and affidavit that these documents are not required to be submitted by them. Uploading of these two letters is mandatory otherwise system will not clear mandatory fields~~

- 2- Agreement shall be drawn with the successful bidder on prescribed Form No. **CPWD 7/8** (Or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote their 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 of the work will be **02 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 bid documents.
- 4- (i) The site for the work is available.

OR

The site for the work shall be made available in parts as specified.

- 5- 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 except Standard General Conditions of Contract Form can be seen on website www.tenderwizard.com/CPWD or www.cpwd.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 bid 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 of **Executive Engineer (E)/BCED-I/CPWD/Bhubaneswar**) shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT.

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 lac, 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 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 bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of tender opening authority. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited with any division of CPWD and other documents scanned and uploaded are found in order.

- 9A. The contractors registered prior to 01.04.2015 on e-tendering portal of CPWD shall have to deposit tender processing fee at existing rates, or they have option to switch over to the new registration system without tender processing fee any time.

The bid submitted shall be opened at **15:30 Hrs on 12-10-2020**.

10. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:

(i) The bidder is found ineligible.

(ii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.

(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 bid opening authority.

(iv) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

11-The contractor whose bid 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. 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 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 receiving the aforesaid performance guarantee. The contractor whose bid is 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 said work within the period specified in Schedule F.

12. The description of the work is as follows: Repairing, Supplying, Erection, Testing & Commissioning of 30 kWP on-grid solar power plant & Replacement of damaged LED Street light fittings at RRSL building, Bhubaneswar.

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 bidder 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 bidder 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 bidder 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 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 bidder shall be summarily rejected.

14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for 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 bid and the bidder shall be bound to perform the same at the rate quoted.

16. 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.

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 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.

18. The bid for the works shall remain open for **acceptance for a period of thirty/seventy five (30/ 75) days from the date of opening of bids in case of single bid system/ sixty (60) days from 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 the rebidding process of the work.

19. This notice inviting Bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 02 Months from the stipulated date of start of the work, sign the contract consisting of:-

(a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

(b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable.

20. For Composite Bids

20.1.1 The Executive Engineer in charge of the major component will call bids for the composite work. The cost of bid document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.

20.1.2 The bid document will include following three components:

Part A:- CPWD-6, CPWD-7/8 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2014 as amended/modified up to date.

Part B:- General / specific conditions, specifications and schedule of quantities applicable to major component of the work.

Part C:- Schedule A to F for minor component of the work (competent authority under clause 2 and clause 5 shall be same authority as mentioned in schedule A to F for major components), General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

20.1.3 The bidders must associate himself, with agencies as per NIT conditions

20.1.4 The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work.

20.1.5 After acceptance of the bid by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with EE incharge of major component and has also to sign two or more copies of agreement depending upon number of EE's/DDH incharge of minor components. One such signed set of agreement shall be handed over to EE/DDH incharge of minor component(s). EE of major component will operate **Part A** and **Part B** of the agreement. EE/DDH incharge of minor component(s) shall operate **Part C** alongwith **Part A** of the agreement.

20.1.6 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.

20.1.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.

20.1.8 The main contractor has to associate agencies for specialized component(s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer-in-charge of relevant component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of relevant component(s).

20.1.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of relevant specialized component(s).The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

20.1.10 The main contractor has to enter into MoU with agency(s) associated by him . Copy of such MoU shall be submitted to EE/ DDH in charge of each relevant component as well as to EE incharge of major component. In case of change of associate contractor, the main agency(s) has to enter into MoU/agreement with the new contractor associated by him.

20.1.11 Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer- in-charge of the discipline of minor component directly to the main contractor.

20.1.12A. The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer-in-charge of major component after record of completion certificate of all other components.

20.1.12B. Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.

**Assistant Engineer (E)-II
BBSR-II, CPWD, Bhubaneswar**

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

Percentage Rate Tender & Contract for Works

(A) Tender for the work of: **Repairing, Supplying, Erection, Testing & Commissioning of 30 kWp on-grid solar power plant & Replacement of damaged LED Street light fittings at RRSB building, Bhubaneswar.**

- (i) To be submitted by 15:00..... hours on ... **12-10-2020...** to **Assistant Engineer (E)-II, BSR -II, CPWD, Bhubaneswar** .
- (ii) To be opened in presence of bidders who may be present at 15:30 hours on **12-10-2020** in the office of **Assistant Engineer (E)-II, BSR-II, CPWD, Bhubaneswar**.

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, of 2010 with up to date amendments clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract of 2010 with up to date amendments and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **02 Months** from the due date of its opening in case of single bid system ~~60 days from the date of opening of technical bid in case tenders are invited on 2 /3 bid/ system for specialized work~~ and not to make any modification in its terms and conditions.

A sum of **Rs.4014.00** is hereby forwarded in cash/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.

A copy of earnest money in 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 is scanned and uploaded **(strike out as the case may be)**. 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 President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money & 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 therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:**.....

Signature of Contractor **

Witness: **

Address: **

Postal Address **

Occupation: **

ACCEPTANCE

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

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

- (a)
- (b)
- (c)

Dated:

For & on behalf of President of India

Signature.....

Designation

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities (As per PWD-3)

SCHEDULE 'D'

Extra schedule for specific requirements/ document for the work, if any. : Nil

SCHEDULE 'E'

Reference to General Conditions of contract of 2019 with up to date amendments

Name of Work	:	Repairing, Supplying, Erection, Testing & Commissioning of 30 kWP on-grid solar power plant & Replacement of damaged LED Street light fittings at RRSL building, Bhubaneswar.
Estimated cost of work	:	Rs.2,00,678.00
(i) Earnest Money	:	RS.4014.00 (To be returned after receiving performance guarantee)
(ii) Performance Guarantee	:	5 % of Tendered Amount
(iii) Security Deposit	:	2.5 % of Tendered Amount OR 2.5% of tendered value plus 50% of PG for contracts inrevoing maintenance of the building and services / other work after construction of same building and services / other work

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS: Officer inviting tender AE(E)/BCESD-II/CPWD/ Bhubaneswar

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 12.3 : See below

Definitions:

2(v) Engineer-in-Charge	<u>EE(E)/BBSR-II/CPWD/ Bhubaneswar</u>
2(viii) Accepting Authority	<u>EE(E)/BBSR-II/CPWD/ Bhubaneswar</u>
2(x) Percentage on cost of materials and Labour to cover all overheads and profits:	15%
2(xi) Standard Schedule of Rates	<u>DSR'18 & Prevailing Market Rate As Applicable</u>
2(xii) Department	<u>CPWD</u>
9(ii) Standard CPWD Contract Form GCC 2019,	<u>CPWD Form 8 modified & Corrected up to Date.</u>

Clause 1

- (i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress)and applicable labour licenses , registration with EPFO, ESIC and BOCW welfare board or proof of applying there of 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 provided in (i) above **03 Days**

Clause 2

Authority for fixing compensation under clause 2

Clause 2A

Whether Clause 2A shall be applicable **Yes/No**

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start **10 Days**

Mile stone(s) as per table given below:-

S. No.	Description of Milestone (Physical)	Time allowed in days(from date of start)	Amount to be with-held in case of non achievement of mile stone
1	Submission of drawing/Technical details of major equipments, Submission of makes as per NIT for approval and place of order for all major materials after approval.	10	1%
2	Supply of Materials.	30	1%
3	Installation, testing commissioning of all works.	45	1%
4	Completion of all works.	60	1%

Time allowed for execution of work **02 Months**

Authority to decide:

- (i) Extension of time:- **Engineer in Charge**
(Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)
- (ii) Rescheduling of mile stones
.....
(Superintending Engineer/PM/CPM in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)
- (iii) Shifting of date of start in case of delay in handing over of site
..... (Superintending Engineer/ PM/CPM in Charge or Superintending Engineer/ PM/CPM in Charge of Major Component in case of Composite Contracts, as the case may be)

PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent.
Part-A	Portion without any hindrance		
Part-B	Portion with encumbrances		
Part-C	Portion dependent on work of other agencies		

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

Clause 7A

Whether Clause 7A shall be applicable YES / NO

Clause 10A

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

1. Megger 2. EARTH TESTER 3. Multimeter

Clause 10B (ii)

Whether Clause 10 B (ii) shall be applicable Yes/No

Clause 10C

Component of labour expressed as percent of value of work :% NA

Clause 10CA

Applicable/ Not Applicable

Authority to issue base price of materials

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

* includes Cement component used in RMC brought at site from outside approved RMC plants, if any.

** Base price and its corresponding period of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price and its corresponding period.

Clause-32

Sl. No	Minimum Qualification of Technical Representative	Discipline	Designation (Principal / Technical / Technical Representative)	Minimum experience	Nos.	Rate at which recovery shall be made from the contractor in the event of not fulfill provision of Clause 36(i)	
						Figure	Words
1	Graduate Engineer Or Diploma Engineer	Elect./ Mech	Technical representative	2 years Or 5 years	1 (One)	Rs.15,000/- Per Month	Fifteen Thous and per Month

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

Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

Clause 38 -

NIL

~~(i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates printed by C.P.W.D.~~

~~(ii) Variations permissible on theoretical quantities:~~

~~(a) Cement~~

~~For works with estimated cost put to tender not more than Rs. 25 lakh. 3% plus/minus.~~

~~For works with estimated cost put to tender more than Rs. 25 lakh.. 2% plus/minus.~~

~~(b) Bitumen All Works 2.5% plus & only & nil on minus side.~~

~~(c) Steel Reinforcement and structural steel sections for each diameter, section and category 2% plus/minus~~

~~(d) All other materials Nil~~

To,

.....,
.....,
.....

Sub: NIT No. **44/EE-E/AE-E-II/BBSR-II/CPWD/BBSR/2020-21** for the work-
**Repairing, Supplying, Erection, Testing & Commissioning of 30 kWP on-grid solar
power plant & Replacement of damaged LED Street light fittings at RRSL building,
Bhubaneswar.**

Dear Sir,

It is here by declared that CPWD 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 bidder/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 CPWD.

Yours faithfully

Assistant Engineer (E)

GCC 2010 AMENDED UPTO CON 277 DT. 03.12.2013

To,
Executive Engineer,
.....,
.....

Sub: Submission of Tender for the work of **Repairing, Supplying, Erection, Testing & Commissioning of 30 kWp on-grid solar power plant & Replacement of damaged LED Street light fittings at RRSL building, Bhubaneswar.**

Dear Sir,

I/We acknowledge that CPWD 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 CPWD. 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, CPWD shall have unqualified, absolute and unfettered right to disqualify the bidder/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)
GCC 2010 AMENDED UPTO CON 277 DT. 03.12.2013

**To be signed by the bidder and same signatory competent / authorized to
Sign the relevant contract on behalf of CPWD.**

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of20.....

BETWEEN

President of India represented through Executive Engineer,,
(Name of Division)

CPWD,, (Hereinafter referred as the
(Address of Division)

'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

through (Hereinafter referred to as the
(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.
.....) (hereinafter referred to as **"Tender/Bid"**) and intends to award, under laid down organizational procedure, contract for

.....
(Name of work)

hereinafter referred to as the **"Contract"**.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relation with its Bidder(s) and Contractor(s).

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

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

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent /parallel tender for the same item.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 45 Days 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 **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 intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

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

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

.....
(For and on behalf of Principal/Owner)

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

WITNESSES:

- 1.
(signature, name and address)
- 2.
(signature, name and address)

Place:

Dated :

Deposition of Original EMD Format

Information and instruction for Executive Engineer for e-tendering

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

Receipt of deposition of Original EMD

(Receipt No. _____ / Date: _____)

1. Name of work:- **Repairing, Supplying, Erection, Testing & Commissioning of 30 kW on-grid solar power plant & Replacement of damaged LED Street light fittings at RRSL building, Bhubaneswar.**
2. NIT NO: **44/EE-E/AE-E-II/BBSR-II/CPWD/BBSR/2020-21**
3. Estimate Cost: **Rs.2,00,678.00**
4. Amount of Earnest Money Deposit: **Rs.4014.00**
5. Last date of submission of bid: **12-10-2020, 15:00 Hrs.**

-
1. Name of the Contractor:
 2. Form of EMD:
 3. Amount of Earnest Money Deposit: `
 4. Date of submission of EMD:

Signature, Name and Designation
of EMD Receiving officer (EE/AE
(P)/AE/AAO) along with office
stamp

(# To be filled by EMD receiving EE)

Additional Conditions and Specifications for Internal Electrical Installations.

1. General
 - 1.1. The work shall be generally carried out in accordance with schedule of quantities and the following specifications and conditions.
 - a. CPWD general specifications for electrical work Part-I internal- 2013, as amended upto date.
 - b. CPWD general specifications for electrical work Part-II external – 2005, as amended upto date.
 - c. Commercial and additional conditions for this work.
 - d. The Indian electricity Act, 2003 as amended upto date.
 - e. Indian electricity rules 1956 amended upto date.
 - 1.2. The Department shall not issue any T & P and nothing extra shall be paid on account of this.
2. Rates:

The rates quoted by the tenderer, shall be firm and inclusive of all taxes (Including works contract tax, labour welfare cess (but excluding service tax), Octroi, duties and levies and all charges for packing, forwarding, insurance, freight and delivery, installation, testing, commissioning etc at site i/c temporary constructional storage, risks, over head charges, general liabilities / obligations and clearance from local authorities.
3. Completeness of tender:

All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are use full and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.
4. Storage and Custody of Materials:

The agency has to make his own arrangement for storage, watch and ward of the stores. Their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the department.
5. 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 materials arising out of the installation from the site of work.
6. Completion period:

The completion period indicated in the tender documents is for the entire work of supplying, installation, testing, commissioning and handing over of the entire installation to the satisfactory of the Engineer-in-Charge.
7. Performance Guarantee:

The tender shall guarantee among other things, the following visa-a-vis specifications.

 - a. Quality, strength and performance of the materials used.
 - b. Satisfactory operation during the maintenance period.

8. Defect Liability Period:
- a) The entire installation in general shall be guaranteed for a period of 12 months from the date of completion. Any defective materials and equipment shall be replaced free of cost at the direction of the Engineer-in-Charge.
 - b) The LED chips / LED fittings and drivers shall be guaranteed for a period of 2 years from the date of completion of work and handing over. A letter from the manufacturer of the LED luminaries regarding the back to back arrangement for performance of this guarantee clause shall be submitted at the time of supply of LED fittings.
9. Power Supply:
- No power supply for the purpose of carrying out the work, except for testing and commissioning, shall be provided by the department.
10. Data and Programme to be furnished by the tenderers:
- 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 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 report 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.
11. Extent of work:
- 11.1. The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning as may be requirement by the department.
 - 11.2. Minor building works necessary like making of opening in walls or in floors and restoring to their original condition, finish and necessary grouting etc as required to be undertaken.
12. Compliance with Regulations and Indian Standards
- 12.1. All works shall be carried out in accordance 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. IS & BS Standards as applicable.
 - d. Workmen's compensation Act.
 - e. Statutory norms prescribed by local bodies.
13. 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. The successful tenderer shall also provide all insurance including third party insurance as may be

necessary to cover the risk. No extra payment would be made to the successful tenderer due to the above.

14. Co-operation with Other Agencies:

The successful tender shall co-ordinate with other contractors and agencies engaged in the construction of the 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 operation. If any unreasonable hindrance is caused to other agencies and any existing portion of the building 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 under taken by the successful tenderer himself. Water proofing of pits shall not be damaged under any circumstances.

15. Verification of Correctness of Material at Destination:

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

16. 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. Commercial and additional conditions for this work.
- c. General conditions of contract for CPWD works.
- d. Drawings
- e. CPWD General Specifications.
- f. Relevant IS or any other International code in case is not available.

17. Executive Engineer (Elect.) shall be the Engineer-in-Charge as far as electrical works are concerned. Separate tender form for electrical component is appended with this tender. It will be obligatory on part of the main contractor to sign the tender documents for all the components.

18. The main agency shall be responsible for all acts of omissions and submissions of the electrical contractor or sub-contractor engaged by him, even with the approval of the department.

19. Approval of the Engineer-in-charge shall be taken well in advance for all the materials to be supplied and used in all the works by the contractor.

20. The contractor has to make his own arrangements for stores and watch and ward and no extra claim for this will be entertained.

21. Running payment for electrical / mechanical components shall be made by the EE (E) directly to the main contractor. The main contractor shall make the payment to associated contractor within 02 Months of receipt of each running account payment.

22. Payments Terms:

On account payments for part work (After stipulated and statutory deductions) as assessed by the Engineer-in-Charge for the applicable items in the contract shall be payable at part rate.

- The main contractor shall be responsible for coordinating the activities of all works and will ensure progress of works as per laid down program.
23. The main contractor and / or his associated electrical contractor or his representative is bound to sign the site order books as and when required by the Engineer-in-charge and will comply with the remarks therein.
 24. The contractor shall make his own arrangement at his own cost for electrical / general tools and plants required for the work.
 25. The connections, interconnections, earthing and loop earthing shall be done by the contractor when ever required to be done for energisation of the installation and nothing extra shall be paid on this account.
 26. The contractor must be able to work on concrete slabs / walls as and when required and in complete coordination with the civil works. Cutting of chases in the plastered wall shall in no case be allowed. The contractor shall fix conduits and boxes in the walls soon after the brick work is completed and finish the case to rough surface with proper cement sand mixture. Only in exceptional cases e.g. where cutting of plastered surface can not be avoided it will be contractor's responsibility to ensure that plastering is done to match the original finish at no extra cost.
 27. The contractor shall remove all the debris due to the electrical works from the site as soon as the work is completed.
 28. The wiring and conduit route shall be marked by the contractor in the drawing first, and shall be got approved from Engineer-in-Charge.
 29. Some light points in lobby / corridors / stair case / lift shaft etc are group controlled which will be measured as per specifications.
 30. The rupturing capacity of the MCB's shall be **10KA**. The MCB's shall have **ISI mark**. Quantities of MCBs of different rating of 6 amps to 32 amps shall be brought in consultation and after obtaining approval from the Engineer-in-Charge.
 31. All the MCCB's shall be rated for **Ics=Icu**
 32. The copper wires to be used on this work shall be FRLS type and ISI marked.
 33. The make of switch boxes shall be the same as that of switches. Only the required knockouts of the switch boxes are to be removed for terminating the conduit pipes with PVC glands / check nuts.
Make of MCB / MCCB shall be the same as the make of MCB DB.
All the switch boxes, MCB DBs are to be covered with plastic sheet / petroleum gelly when installed in brick work till the plastering / painting is done to avoid sticking of cement plaster / splashes of the paint. Cement plaster / paint are to be cleaned immediately after plaster to avoid rusting of switch boxes and MCB DBs.
The plastic sheet is to be removed at the time of handing over.
All pin 15 amp and 6 pin 15/16 amps power sockets, fan regulator shall be of 2/3 module type.
 34. The electrical works shall be carried out by the contractor, side by side with the progress of the civil works.
 35. The contractor shall on demand by the Engineer-in-charge, furnish the proof to the satisfaction of Engineer-in-charge regarding purchases of wires, modular switches & accessories, MCB's MCB DB, fittings, accessories and other items, from the manufacturer's authorization outlets.

36. All PVC conduits accessories shall be of the same make as conduits. The conduits shall be terminated at switch boxes / metallic junction boxes with suitable PVC glands / check nuts.
37. Cutting of brick walls shall be with chase cutting machine only. All repairs and patch works shall be neatly carried out to match the original finish and to the entire satisfaction of the Engineer-in-charge.
38. All the sub main and circuit wiring includes loose wire for connections inside switch boxes and MCB DB's. No payment for these wires shall be made. However wires within the cubical panel will be measured and paid under relevant item of work. All the circuit/sub main wiring are to be suitably numbered with stickers/marker pen at LT panel, MCB DB's switch boards (ON backside of cover plate) for ease of maintenance. Nothing shall be paid extra on this account.
39. The contractor shall submit the completion plan separately in triplicate within 30 days of the completion of work. In case, the contractor fails to submit the plan, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs. 25, 000.00.
40. To facilitate drawing of wires, 18 SWG GI fish wire shall be provided along with laying of recessed conduit for which no extra payment shall be made. Conduits laid for other services, like fire alarm, PA etc, where wiring is not done along with EI works, fish wire shall be invariably drawn.
41. The connection between incoming switch / isolator and bus bar shall be made with suitable size of thimble and cable at no extra cost.
42. Copper conductor of insulated cables of size 1.5 Sq.mm and above shall be stranded and terminals provided with crimped lugs.
43. All MS junction box cover should be of phenolic laminated / good quality plastic sheet of thickness not less than 3 mm and for which nothing extra shall be paid on the account.
44. All sub-main/power/light wiring shall be terminated in the main board as well as in the switch boards/socket outlets with suitable copper lugs / thimbles for which nothing extra shall be paid on this account.
45. All hardware items such as screw, thimbles, GI wire etc which are essentially required for completing an item as per specifications will be deemed to be included in the item even when the same have not been specifically mentioned.
46. All hardware items such as nuts / bolts / screws / washers etc to be used in work shall be zinc / cadmium plate iron.
47. Any conduit which is not wired by the contractor shall be provided with GI fish wire for wiring by some other agency subsequently. Nothing extra shall be paid for the same.
48. While laying conduit, suitable size junction boxes shall be provided for pulling the wire as per the decision of the Engineer-in-Charge.
49. Materials to be used in work are to be ISI marked. The make of the materials have been indicated in the list of acceptable makes. No other makes will be acceptable. The materials to be used in the work shall be got approved by the Engineer-in-Charge / his representative before use at site. The Engineer-in-charge shall reserve the right to instruct the contractor to remove the materials which, in his opinion, is not acceptable.

50. Where switches / sockets / regulator / telephone / TV / internet outlets are to be provided the same shall be of only one make.
51. While laying conduits for fire alarm system, sufficient junction outlets are to be provided as per the direction of the Engineer-in-charge for detectors as reqd.
52. Wherever light fittings are proposed to be provided on the false ceiling, the respective light / fan point wiring will have to be brought up to the terminal of the light fittings / fans by the contractor. Flexible metal conduits shall be used for drawing wires from ceiling to fittings on false ceiling and nothing extra shall be paid to the contractor for the same.
53. Rate Rationalization shall be applicable in case the same item appears more than once in the schedule of work under the same sub-head or among the different sub-head of works. Accordingly the lowest rate quoted for that item among all the sub-heads shall be considered for all similar items for evaluation of tender and making payment.
54. All statutory deductions like WCT, labour welfare cess etc. shall be made from the bills.

**Assistant Engineer (E)-II
BBSR-II, CPWD, Bhubaneswar**

SCHEDULE OF WORK

Name of work: Repairing, Supplying, Erection, Testing & Commissioning of 30 kWp on-grid solar power plant & Replacement of damaged LED street light fittings at RRSL building, Bhubaneswar.

Sl.No	Description of Items	Qty	Unit	Rate	Amount	Remarks
SH-I : (WIRING)						
1	Supplying, Installation, testing and commissioning of old wornout solar PV module items i/c dismantling of existing items of the following:					
1.1	Solar Photovoltaic Module of capacity 325 Wp or above, manufactured in India, conforming to IS 14286/IEC 61215, IS/IEC 61730-Part-1, IS/IEC 61730-Part-2. Solar Photovoltaic Module conversion efficiency shall not be less than 16.5%.	8	Nos.	11440	91520	MR
1.2	Array junction box with IP 67 protection and termination arrangement for incoming and outgoing cable along with glands, lugs and other accessories etc. as required. - 6 in, 1 out	1	No.	16356	16356	MR
1.3	63 Amp DC MCB	10	Nos.	480	4800	MR
1.4	6 mm Solar DC Cable	100	mtr	56	5600	MR
2	Supplying and drawing of UTP 4 pair CAT 6 LAN Cable in the existing surface/ recessed Steel/ PVC conduit as required.					
2.1	1 run of cable	150	mtr	49	7350	DSR 18
3	Supply of XLPE insulated PVC outer sheathed aluminium conductor armoured UG cable of 1.1KV grade conforming to IS: 7098 (Part-I) 1988 as amended upto date of following sizes duly ISI marked as required.					
3.1	2 x 16 sq mm	100	mtr	107	10700	MR
4	Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size in the existing RCC/ HUME/ METAL pipe as required.					
4.1	Upto 35 sq mm	100	mtr	31	3100	DSR 18

5	Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.					
5.1	2 X 16 sq. mm (22mm)	30	Nos.	212	6360	DSR 18
6	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.					
6.1	20 mm	20	mtr	84	1680	DSR 18
7	Testing & Commissioning of complete existing solar plant including providing complete balance of system such as MC4 connectors, copper lugs, saddle, L bow, T Connector, etc complete as required.	1	Job	7144	7144	MR
8	Earthing with G.I. earth plate 600 mm X 600 mm X 6 mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 metre long etc. with charcoal/ coke and salt as required.	2	Set	6216	12432	DSR 18
9	Providing and fixing 25 mm X 5 mm G.I. strip in 40 mm dia G.I. pipe from earth electrode including connection with G.I. nut, bolt, spring, washer excavation and re-filling etc. as required.	6	mtr	483	2898	DSR 18
10	Providing and fixing 25 mm X 5 mm G.I. strip on surface or in recess for connections etc. as required.	10	mtr	206	2060	DSR 18
11	Supplying & Installation of 6 mtr high hot dip galvanised octagonal pole single section with 8 side regular polygon with one longitudinal welding as per IS 4759/IS 2629 having top dia 70 mm and bottom dia 130 mm with thickness 3 mm complete 200x200x12 mm MS galvanised base plate welded at the bottom, i/c 4 nos of hot dip zinmc coated foundation, bolts, nuts of suitable size, single arm bracket of fittings with integral control gear having bakelite sheet complete with DIN rail 6A SP MCB , cable entry pipe of 50 mm HDPE pipe in foundation etc. (Design & drawing must be approved by Engineer-in- charge)	1	No	16325	16325	MR

12	Providing & Laying in position reinforced cement concrete of specified grade 1:1.5:3 (1 cement , 1.5 coarse sand & 3 graded stone aggregate 20 mm nominal size) 400 mm x 400mm x 1500 mm deep width steel reinforcement for RCC work (thermomechanically treated bars 12mm x 8 nos with 8 mmm dia ties) i/c fixing of 4 nos holding down bolt (will be supplied with pole) in foundation after necessary excavation work by mechanical/manual mean in foundation trench i/c dressing of sides and ramming of bottom lift up to 1.5 mtr i/c removing the soil and disposal of surplus soil.	1	No.	6306	6306	MR
13	Providing & fixing of LED type wattage not less than 45 watt street light luminaire operated on 240 volt, single phase should not be less than and lumen efficiency should not be less than 110 lumen/watt, made in all aluminium housing with epoxy primer & baked on ultra durable powder coat, heat resistant toughened glass cover, (IP-65) environment protection, complete with driver circuit on the existing pole including making connections using copper lugs etc. complete as required .	1	nos.	6047	6047	MR
					2,00,678.00	
	Say				200678.00	

**Assistant Engineer (E)-II
BBSR-II, CPWD, Bhubaneswar**