



**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
O/o the Executive Engineer (E)**

Nirman Bhavan, T. Narasipura Road,
Siddarthnagar, Mysuru- 570011

Tel. Office: 0821-2954104, E-mail:mycedcpwd@gmail.com



NOTICE INVITING E-tender

NIT No. : 23/EE(E)/Mysuru/e-Tender/2021-22

Name of work: Providing and Fixing modular office furnishings, RCC retaining wall including Additional Electrical works VRF Central AC Plant, Lift, Fire Fighting System, occupancy sensors, LAN cabling and development work including UPS, CCTV, EPABX, PA system and Solar power plant for EPFO at Chikamagaluru. SH: Balance miscellaneous minor works like SITC of borewell pumpset & openwell pumpset i/c networking etc.,

Estimated cost: Rs. 20,24,481/-

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Certified that this NIT contains 76 (Seventy Six) pages only.

**Executive Engineer (E)
CPWD, Mysuru**

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

The **Executive Engineer (E), CPWD, Mysuru** for and on behalf of the President of India invites online **Percentage Rate** tenders from Enlisted contractors of CPWD in the composite category in **Single Bid** System for the following work.

S. No	Particulars	Particulars
1	NIT No.	23/EE(E)/Mysuru/e-Tender/2021-22
2	Name of work	Providing and Fixing modular office furnishings, RCC retaining wall including Additional Electrical works VRF Central AC Plant, Lift, Fire Fighting System, occupancy sensors, LAN cabling and development work including UPS, CCTV, EPABX, PA system and Solar power plant for EPFO at Chikamagaluru. SH: Balance miscellaneous minor works like SITC of borewell pumpset & openwell pumpset i/c networking etc.,
3	Estimated cost put to bid	Rs. 20,24,481/-
4	Earnest Money declaration	Proforma for EMD declaration to be submitted as per DG/CON/Misc./13 dt. 23.11.2020 available at page No. 51
5	Period of Completion	1 (One) Month
6	Last date & time of Submission of bid	Upto 4:30 pm on 13.10.2021
7	Time and Date of opening of bid	At 5:00 pm on 13.10.2021

- (A) The contractor submitting the tender should read the schedule of quantities, additional conditions, additional specifications, particular specifications, CPWD- 6 and other terms and conditions given in the NIT and drawings. The bidder should also read the General Conditions of Contract for CPWD Works 2020 (**Construction works**) with up to date correction slips, which is available as Government of India Publications; however, provisions included in the tender document shall prevail over the provisions contained in the standard form. The set of drawings and NIT shall be available in the office of **Executive Engineer(E),CPWD Mysuru**. The contractor should also visit the site of work and acquaint himself with the site conditions before tendering. He should only submit his tender if he considers himself eligible and he is in possession of all the required documents. The following conditions, which already form part of the tender conditions, are specially brought to his notice for compliance while submitting the tender online. They are requested to comply following instructions.

- (B) Tenders with any condition including that of conditional rebates shall be rejected forthwith.
- (C) The successful bidder shall be required to submit a Performance Guarantee of **3% (Three Percent)** of the tendered amount within 15 days of issue of letter of intent. This period can be further extended by Engineer-in-Charge up to a maximum period of 7 days on the written request of the contractor and with late fee as defined in Schedule F.
- (D) GST, Work Contract Tax, Labour- Cess etc. as applicable shall be borne by the contractor himself. The contractor shall quote his rates considering all such taxes and hence their quoted rates should be inclusive of all the tax components.
- (E) It will be obligatory on part of the Contractor/ Bidder to tender for and sign the tender documents for all the component parts. The department reserves right to accept tender in full or in part without assigning any reasons.

Criteria for Eligibility

The Contractors, who fulfill the following requirements, shall be eligible to apply.

Joint Ventures are not accepted

1. Criteria for eligibility for approved and eligible CPWD contractors

- 1 The enlistment of the CPWD contractors in appropriate class in composite category should be valid on the last date of submission of bids.
 - 1.2 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.
 - 2 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.
 - 3 Information and instructions for bidder posted on website shall form part of tender document.
 - 3A. The time period of **1 (One) Month** has been considered keeping in view the remoteness of the site, inclement weather, less availability of materials and labour at site etc. No hindrance on account of the above factors shall be allowed.
 - 4 The bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be done 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.
 - 5 The bidder has to submit the **“Proforma for EMD declaration” as per DG/CON/Misc./13 dt.23.11.2020** available on **page No.51** along with the list of **Documents to be scanned and uploaded within the period of tender.**
 - 6 Those contractors not registered on the website mentioned above are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website.
 - 7 The intending bidder must have valid class-III digital signature to submit the bid.

- 8 On opening date, the contractor can login and see the bid opening process. After opening of tenders he will receive the competitor's bid sheets.
- 9 Contractor can upload documents in the form of JPG format and/or PDF format.
- 10 Contractor must ensure to quote rate in the column (5) meant for quoting rate in figure appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". 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). However, if a tenderer quotes nil rates against each item 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 All existing contractors of Civil, Electrical and annually pre-qualified contractors of CPWD are eligible for participating in composite tenders after production of valid electrical license from the competent authority in the name of contractor. However the contractor shall allowed participating in the 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.
- 12 The bid submitted shall become invalid and e-tender processing fee shall not be refunded if:
 - a. The bidder is found ineligible.
 - b. The bidder does not upload the scan copies of all the documents stipulated in bid document.
 - c. 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.
 - d. 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 /subhead in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- 13 The bid shall be opened first on due date and time as mentioned above.
- 14 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.
- 15 Integrity pact of the tender document shall be signed between Engineer-in-Charge and the successful bidder after acceptance of the tender.

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

(i)	Proforma for “ EMD declaration ” as per DG/CON/Misc./13 dt.23.11.2020 (on page No.51).
(ii)	EPFO, ESIC, BOCW Welfare Board, Labour License if available otherwise the letter of award shall be issued to lowest bidder only on receipt of copy of Labour License, Registration with EPFO, ESIC, BOCW Welfare Board or submitting the proof of applying for these thereof along with PG.
(iii)	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 the 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.
(iv)	The bidders have to submit an undertaking that “I/We will either obtain valid electrical license at the time of execution of electrical work or associate contractors having valid electrical license of eligible class.”
(v)	Copy of valid enlistment of approved and eligible contractors of CPWD.
(vi)	Permanent Account Number (PAN) as issued by the Income Tax Department.

16 All modifications/addendums/corrigendum issued regarding this bidding process, shall be uploaded on website only and shall not be published in any Newspaper.

If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of works in CPWD. The department reserves the right to verify the particulars furnished by the applicant independently.

After submission of the bid the agency can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

While submitting the revised bid, agency can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) in case of item rate tender and / or revise the percentage in case of percentage rate tender, within the last time and date of submission of bid as notified.

(For and on behalf of President of India)

**Executive Engineer (E),
CPWD, Mysuru.**

CPWD-6 FOR e-TENDERING

	GOVERNMENT OF INDIA CENTRAL PUBLIC WORKS DEPARTMENT	
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The Executive Engineer (E), CPWD, Mysuru on behalf of President of India invites online **Percentage rate** composite bids from CPWD enlisted contractors of appropriate class in composite category of CPWD for the work **Providing and Fixing modular office furnishings, RCC retaining wall including Additional Electrical works VRF Central AC Plant, Lift, Fire Fighting System, occupancy sensors, LAN cabling and development work including UPS, CCTV, EPABX, PA system and Solar power plant for EPFO at Chikamagaluru. SH: Balance miscellaneous minor works like SITC of borewell pumpset & openwell pumpset i/c networking etc.,**

1. 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. 20,24,481/- (Rupees Thirty Three Lakhs Seventy Five Thousand Nine Hundred and Thirty Four only)** This estimate, however, is given merely as a rough guide.
- 2 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids.

For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicates the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.

12 Criteria for Eligibility

The Contractors, who fulfill the following requirements, shall be eligible to apply.
Joint Ventures are not accepted

1.2.1 Criteria for eligibility for approved and eligible CPWD contractors

- (i) The enlistment of the CPWD contractors in appropriate class in composite category should be valid on the last date of submission of bids.
- (ii) 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.
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. 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 **1 (One) Month** 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 shall be made available.
(ii) The concept architectural drawings for the work are available.
(iii) The structural drawings shall be made available in phased manner, as per

requirement of the same as per approved programme of completion submitted by the contractor after award of the work.

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 from 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 percentage 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. ~~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, Mysuru Central Division, CPWD, Mysuru shall be scanned and uploaded to the e-Earnest 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) shall issue a receipt of deposit of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT.~~

The bidder has to submit the **Proforma for " EMD declaration " as per DG/CON/Misc./13 dt. 23.11.2020** along with the list of Documents to be scanned and uploaded within the period of tender. The copy of DG/CON/Misc./13 dated 23.11.2020 is available on **page No.51**

~~This receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time.~~

~~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 Lakh, 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.~~

~~Interested contractor who wish to participate in the bid has also to make following payments in the form of Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank and to be scanned and uploaded to the e-tendering website within the period of bid submission.~~

~~Copy of Enlistment Order and certificate of work experience and other documents as specified in the NIT 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 shall have to be submitted physically by **lowest bidder** within a week after opening of bid in the office of bid 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.~~

The bidder has to submit the **Proforma for " EMD declaration " as per DG/CON/Misc./13 dt.23.11.2020** available on **page No.51** along with the list of Documents to be scanned and uploaded within the period of tender

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

The eligibility bid submitted shall be opened at 5:00PM on 13.10.2021

9. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:
- (i) The bidder is found ineligible.
 - ~~(ii) The bidder does not deposit original EMD with division office of any Executive Engineer, CPWD.~~
 - (iii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.
 - (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 bidder in the office of tender opening authority.
 - (v) 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.
10. The contractor, whose bid is accepted, will be required to furnish performance guarantee of **3% (Three Percent)** of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank 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 alongwith bid shall be returned after receiving the aforesaid performance guarantee.~~ Shall be suspended for one year and he shall not be permitted to bid for CPWD tenders from date of issue of suspension order.
- 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 **and also ensure** the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work and Programme Chart (Time and progress) within the period specified in Schedule F.
11. The description of the work is as follows: **Providing and Fixing modular office furnishings, RCC retaining wall including Additional Electrical works VRF Central AC Plant, Lift, Fire Fighting System, occupancy sensors, LAN cabling and development work including UPS, CCTV, EPABX, PA system and Solar power plant for EPFO at Chikamagaluru. SH: Balance miscellaneous minor works like SITC of borewell pumpset & openwell pumpset i/c networking etc.,**

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 their 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 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.

12. 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.
13. Canvassing whether directly or indirectly, in connection with bidder is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
14. 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 **Percentage rate quoted**.
15. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.
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 gazette rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
18. The bid for the works shall remain open for acceptance for a period of **30 days** from the date of opening of bids, if any bidders 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~~. The bidder shall be suspended for one year and shall not be eligible to bid for CWPD tenders from date of issue of suspension order.
19. This notice inviting Bid shall form a part of the contract document. The successful bidders/ contractor, on 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:-
- 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 **Percentage rates quoted** online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as mentioned.

20. For Composite Bids

20.1 The Executive Engineer in charge of the major component will call bids for the composite work.

20.2 The bid document will include following four parts:

Part A. CPWD-6, CPWD-7 including schedule A to F for the major component of the work, Standard General Conditions of Contract for **CPWD 2020 (Construction works)** as amended/ modified upto last date of submission of bids.

Part B. General/ specific conditions and specifications etc. applicable to major component of 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 etc applicable to minor component of work.

Part D. Schedule of quantities applicable to major and minor component of the work.

20.3 The bidder must associate himself, with agencies as per NIT conditions.

21. The eligible bidder shall quote percentage below / above / at par of major component as well as minor components of the work.

21.1 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 in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's/DDH in-charge of minor components.

One such signed set of agreement shall be handed over to EE/DDH in charge of minor component. EE of major component will operate part A, part B and part D of the agreement. EE/DDH in charge of minor component(s) shall operate Part C & Part D along with Part A of the agreement.

- 21.2 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.
- 21.3 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.
- 21.4 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).
- 21.5 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.
- 21.6 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 Engineer-in-charge 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.
- 21.7 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.
- 21.8 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.**
- 21.9 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.
- 21.10 It will be obligatory on the part of bidder to sign the contract document for all components before the first payment is released.

21.11 In case of reduction in scope of work no claim on account of reduction in value of work, loss of expected profit, consequential overheads etc. shall be entertained.

21.12 In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, ~~be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-tendering process of the work.~~ The bidder shall be **suspended for One year and shall not be eligible to bid for CWPD tenders from date of issue of suspension order.**

21.13 ~~Refund of Earnest money: The earnest money given by all the tenderers except the lowest tenderer should be refunded immediately after the expiry of stipulated bid validity period are immediately after acceptance of the successful bidder, whichever is earlier. Entry of Demand Draft / Bankers cheque received as earnest money with the tenders may be kept in the tender opening register and these need not be deposited in the bank except for the lowest tenderer.~~

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

(i)	Proforma for "EMD declaration" as per DG / CON / Misc. / 13 dt. 23.11.2020
(ii)	EPFO, ESIC, BOCW Welfare Board, Labour License if available otherwise the letter of award shall be issued to lowest bidder only on receipt of copy of Labour License, Registration with EPFO, ESIC, BOCW Welfare Board or submitting the proof of applying for these thereof along with PG.
(iii)	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 the 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.
(iv)	The bidders have to submit an undertaking that "I/We will either obtain valid electrical license at the time of execution of electrical work or associate contractors having valid electrical license of eligible class."
(v)	Copy of valid enlistment of approved and eligible contractors of CPWD.
(vi)	Permanent Account Number (PAN) as issued by the Income Tax Department.

SECTION – I

BRIEF PARTICULARS OF THE WORK

1. Salient details of the work for which bids invited are asunder:

Sl. No.	Name of Work	Estimated Cost	Period of completion
1	Providing and Fixing modular office furnishings, RCC retaining wall including Additional Electrical works VRF Central AC Plant, Lift, Fire Fighting System, occupancy sensors, LAN cabling and development work including UPS, CCTV, EPABX, PA system and Solar power plant for EPFO at Chikamagaluru. SH: Balance miscellaneous minor works like SITC of borewell pumpset & openwell pumpset i/c networking etc.,	Rs.20,24,481/-	1(One) Month

2. The work is situated at **EPFO Chikamagaluru** under jurisdiction of **Executive Engineer (E), CPWD, Mysuru.**

3. **Features:**

The following provisions have been considered in this estimate:-

- i) SITC of submersible pumpsets in existing borewell and UG sumps alongwith accessories.
- ii) SITC of Networking system
- iii) SITC of CCTV system
- iv) SITC of water heater

SECTION – II

INFORMATION AND INSTRUCTIONS FOR BIDDERS (REGARDING FILLING AND SUBMISSION OF VARIOUS ELIGIBILITY BID DOCUMENTS SPECIFIED HEREINAFTER)**3.0 GENERAL:**

- 3.1** All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a “ Nil ” or “no such case” entry should be made in that column. If any particulars / query is not applicable in case of the bidder, it should be stated as “not applicable”. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified. **Bids made by telegram or telex and those received late will not be entertained.**
- 3.2** References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the tenderer should be signed by an officer not below the rank of Executive Engineer or equivalent.
- 3.3** The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the Employer.

2.0 Definitions

- 2.1** In this document the following words and expressions have the meaning hereby assigned to them:
- 2.2 Employer:** Means the President of India, acting through the **Executive Engineer(E)**, CPWD, Mysuru.
- 2.3 Contractor/ Bidder/ Agency/ Firm/ Applicant:** Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation.
- 2.4 Year:** means “Financial Year” unless stated otherwise.

3.0 Method of Application

- 3.1** If the bidder is an individual, the application shall be signed by him above his full type written name and current address.
- 3.2** If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 3.3** If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

3.4 If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidders should also furnish copy of the Memorandum of Articles of Association duly attested by a Public Notary.

4.0 FINAL DECISION MAKING AUTHORITY

The Employer reserves the right to accept or reject any bid and to annul the process and reject all bid at anytime, without assigning any reason or incurring any liability to the bidders.

5.0 PARTICULAR PROVISIONAL

5.1 The particulars of the work given in Section-I are provisional. They are liable to change and must be considered only as advance information to assist the bidder.

6.0 Site Visit

The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

7.0 INITIAL CRITERIA FOR ELIGIBILITY

The Contractors, who fulfill the following requirements, shall be eligible to apply.

Joint Ventures are not accepted

7.1 Criteria for eligibility for approved and eligible CPWD contractors

- (i) The enlistment of the CPWD contractors in appropriate class in composite category should be valid on the last date of submission of bids.
- (ii) 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.

8 AWARDS CRITERIA

8.1. The employer reserves the right, without being liable for any damages or obligation to inform the bidder, to:

8.1.1 Amend the scope of work and value of contract.

8.1.2 Reject any or all the applications without assigning any reason.

8.2 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

(For and on behalf of President of India)

Executive Engineer (E),
CPWD, Mysuru.

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

STATE: Karnataka	REGION: Bangalore
BRANCH: B&R	DIVISION: Executive Engineer (E) Mysuru

COMPOSITE PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

Tender for the work of: Providing and Fixing modular office furnishings, RCC retaining wall including Additional Electrical works VRF Central AC Plant, Lift, Fire Fighting System, occupancy sensors, LAN cabling and development work including UPS, CCTV, EPABX, PA system and Solar power plant for EPFO at Chikamagaluru. SH: Balance miscellaneous minor works like SITC of borewell pumpset & openwell pumpset i/c networking etc.,

- (i) To be submitted/uploaded online by **03:00 PM on 13.10.2021** through website www.tenderwizard.com/CPWD or www.cpwd.gov.in to **Executive Engineer(E), CPWD, Mysuru.**
- (ii) **The Bid** to be opened online in presence of tenderers who may be present at **03:30 PM on 13.10.2021** in the office of **Executive Engineer (E), CPWD, Mysuru..**

T E N D E R

I/We have read and examined the notice Inviting Tender, schedule A, B, C, D, E & F, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special Conditions, Schedule of Rate and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F', viz. Schedule of Quantities and in accordance in all respects with the Specifications, Designs, Drawings and instructions in writing as referred in Rule-1 of General Rules and directions and in Clause 11 of the Conditions of contract and with such materials as are provided for , by, and in respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **(30) Thirty days** from the due date of its opening of bid and not to make any modifications in its terms and conditions.

I / we have submitted the EMD Declaration Form in accordance to DG/CON/Misc./13 dated 23.11.2020 available in this NIT and will abide by the conditions mentioned therein.

If I/we, fail to furnish the prescribed Performance Guarantee within prescribed period, I/we agree that the President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to the bidder shall be **suspended for One year and shall not be eligible to bid for CPWD tenders from date of issue of suspension order.**

Further if I/we fail to commence the work as specified, I/we agree that President of India or his successors in office shall, without prejudice to any other right or remedy available in law, be at liberty to the bidder shall be **suspended for One year and shall not be eligible to bid for CPWD tenders from date of issue of suspension order**. The said Performance Guarantee shall be 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 & 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

Dated	: -	Signature of Contractor	: -
Witness	: -	Postal Address	: -
Address	: -	Telephone	: -
Occupation	: -	No. Fax	: -
		E-Mail	: -

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) .

Dated:-.....

For & on behalf of the President of India.

Signature.....

Designation.....

PROFORMA OF SCHEDULES

SCHEDULE 'A' Schedule (A to F)

Schedule of quantities -

As per uploaded schedule

SCHEDULE 'B'

Schedule of materials to be issued to the contractor

S. No.	Description of item	Quantity	Rates in figures & words at Which the material will be charged to the contractor	Place of issue
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.

- | | | |
|----|---------------------|---------------------------------------------------------------------------------------------------------------------------------|
| 1. | Special conditions- | As per document |
| 2. | Annexure - | As per document
Form of Bank Guarantee for performance Guarantee / Security Deposit/ Proforma for Earnest Money Declaration, |
| 3. | Integrity Pact | As per document |

SCHEDULE 'E'

Reference to General Conditions of contract: General Conditions of contract 2020 (Construction Works) for CPWD Works
Contract amended up to last date of submission of bids.

Name of Work Providing and Fixing modular office furnishings, RCC retaining wall including Additional Electrical works VRF Central AC Plant, Lift, Fire Fighting System, occupancy sensors, LAN cabling and development work including UPS, CCTV, EPABX, PA system and Solar power plant for EPFO at Chikamagaluru. SH: Balance miscellaneous minor works like SITC of borewell pumpset & openwell pumpset i/c networking etc.,

- | | | |
|------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I. | Estimated Cost of work | : Rs.20,24,481/- |
| II. | Earnest Money | : Proforma for EMD declaration |
| III. | Performance Guarantee | : 3.00% of tendered value |
| IV. | Security Deposit | : 2.50% of tendered value |
| | | or |
| | | 2.5% of tendered value plus 50% of PG for contracts involving maintenance of the building and services/other works after construction of same building and services /other works. |

SCHEDULE 'F':**General Rules & Directions:-**

Officer Inviting Tender : Executive Engineer (E), CPWD, Mysuru

Definitions:-

Engineer-In-Charge : Executive Engineer (E), CPWD, Mysuru

Accepting Authority : Executive Engineer (E), CPWD, Mysuru

Percentage on cost of materials and labour to cover all overheads and profits : 15%

Standard Schedule of Rates : Delhi Schedule of Rates 2018(E&M)with upto date correction slips

Department : Central Public Works Department

Standard CPWD Contract Form : GCC 2020 (Construction works) and CPWD Form 7 as amended/ modified up to the last date of submission of bids

Clause-1 :

4 Time allowed for submission of performance guarantee, programme chart (Time and Progress) and applicable labour licences, registration with EPFO, ESIC and BOCW Welfare Board, or proof of applying thereof from the date of issue of letter of acceptance : **7 days**

(ii) Maximum allowable extension with late fee @0.1% per day of the performance guarantee amount beyond the period provided in (i) above : **3 days**

Clause-2 :

Authority for fixing compensation under Clause2 : Superintending Engineer, CPWD, Mysuru or Successor thereof.

Clause-5:

Number of days from the date of issue of letter of acceptance for reckoning date of start. : 07 days or date of handing over of site whichever is later

Mile Stone : Refer Para (A) Table of Milestones as per document

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

Authority to decide

(i)	Extension of time.	Executive Engineer (E), CPWD, Mysuru or his successor thereof.
(ii)	Rescheduling of mile stones.	Superintending Engineer, CPWD, Mysuru or his successor thereof
(iii)	Shifting of date of start in case of delay in handing over of site.	Superintending Engineer, CPWD, Mysuru or his successor thereof

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	Portions with encumbrances	***	***
Part C	Portions dependent on work of other agencies	***	***

Clause 5.2

Documentation of Hindrances (Physical / Electronic)	<ol style="list-style-type: none"> 1. Whenever any hindrance whether on the part of the department or contractor causing delay in works comes to the notice of AE, the hindrance causing delay is recorded by AE in site order book and is also reported immediately to the Engineer in charge. Engineer in charge will make immediate efforts to get it removed. All correspondence made in this regard shall be kept on record. 2. In case of receipt of notice from the contractor under Clause 5.2 of GCC, the Engineer in charge shall reply to the contractor and maintain record of correspondence. 3. The contractor has to first register himself through a registration form, available on CPWD website under 'Contractors Login' tab. After registration, User ID and password will be automatically generated and sent on his registered mobile and email ID. Using this User ID and Password he can access the module and view all the works which are being carried out by him in CPWD and he can register the hindrance against any particular work. After recording the hindrance by the contractor, it will be visible to all concerned officers (JE and above) of that work. An alert through text message and email will be sent to EE. Executive Engineer will first assign the work to the Jes/Aes who will give their comments on the hindrance within 2 days. After that Executive Engineer of the work will have to take appropriate action on the hindrance within 2 days. The comments of Jes/Aes will not be visible to contractor, only the decision of the Executive Engineer on the hindrance will be visible to contractor under "Decision of the Engineer-in-charge."
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Clause 5.4 :-Schedule of rate of recovery for delay in submission of the modified programme in terms of delay days

SI.No.	Contract Value	Recovery Rs./ Per day
I.	Less than or equal to Rs. 1 crore	NIL
II.	More than Rs. 1 Crore but less than or equal to Rs.5 Crore	
III.	More than Rs. 5 Crore but less than or equal to Rs.20 Crores	
IV.	More than Rs. 20 Crores	

Clause-7:

Gross work to be done together with net payment / adjustment of for advances for material collected, if any, since the last such payment for being eligible to interim payment	20,24,481/-
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Clause-7A:-

Whether clause 7A shall be applicable	Yes applicable
	No running account bill shall be paid in the work till the applicable labour licenses, registration with EPFO, ESIC, BOCW welfare board whatever applicable are submitted by the contractor to the Engineer-in-charge.

Clause 8 A :

Authority to decide compensation on account if contractor fail to submit completion plans :

Sl. No.	Description	Limit of sum liable to be paid by the contractor	Authority to levy the sum
1	For Non submission of Completion Plans by the Contractor within 30 days of completion of work:	Liable to pay a sum of 0.1% of tendered value	SE Mysuru, CPWD, Mysuru.

Clause-10A:

List of testing equipment to be Provided by the contractor at site lab	-
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Clause-10-B (i).

Whether Clause 10 B (i) shall be applicable (Secured advance)	Yes
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Clause-10-B (ii).

Whether clause 10-B (ii) shall be applicable (Mobilization advance)	NO
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Clause-10C:-

Whether Clause 10C shall be applicable	Not Applicable
Component of labour expressed as percentage of value of work.	15%

Clause 10CA-

			Applicable
Sl. 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 in Rs. (exclusive of GST) of all Materials covered under clause 10 CA*
1	Cement		
1.1	Ordinary Portland Cement (OPC) 43 grade	NA	NIL
1.2	Portland Pozzolana Cement 43 grade	NA	
2	Steel for Reinforcement bars (TMT Fe 500D)	NA	
3	Structural Steel (Tees, angles, channels, RS joists)	NA	

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

****The rates taken are for at manufacture's yard nearest to the work site exclusive of all taxes i.e. GST etc. and carriage.**

Clause-10 CC:

Whether clause 10CC shall be applicable	Not Applicable.
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Clause-11

Specifications to be followed for execution of work	As per CPWD General specification for Electrical (part-I Internal 2013 & Part –II 1994 with correction slips issued upto last date submission of tender).
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Clause 12

Type of work : **Original work**

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 : Refer below

12.2.&12.3	Deviation limit beyond which Clauses 12.2 &12.3 shall apply for building work in superstructure. 12.3 shall apply for building work	30% (Thirty percent)
12.5	i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work(except Items mentioned in earth work subhead in DSR and related items)	Not Applicable
	ii) Deviation Limit for items in earth work subhead of DSR and related items	Not Applicable

Clause-16:-

Competent Authority for deciding reduced rates.	Superintending Engineer, CPWD, Mysuru or successor thereof
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Clause 18:

List of mandatory machinery, tools & plants to be deployed by the contractor at site	-
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Clause 19C authority to decide penalty for each default :	Executive Engineer (E), CPWD, Mysuru or Successor thereof.
Clause 19D authority to decide penalty for each default	
Clause 19G authority to decide penalty for each default	
Clause 19K authority to decide penalty for each default :	

Clause-25: Constitution of Dispute Redressal Committee (DRC)

Chairman	The Chief Engineer, CPWD, Bangalore
Member	The Superintending Engineer (Works Cum TLQA), O/o ADG (RB), CPWD, Bangalore.
Member	The Superintending Engineer Cum Project Director, CPWD, Bangalore.
Presenting Officer	The Executive Engineer (E), CPWD, Mysuru.

The authority to reconstitute the committee: ADG(RB), CPWD, or successor thereof.

Place of DRC:

Bangalore

Clause-32 (i): Requirement of Technical Representative(s) and Recovery Rates
(a) For Electrical works:

Minimum Qualification of Technical Representative	Discipline	Designation	Minimum Experience	Number of (major+25i nim component)	Rate at which recovery shall be made from contractor in the event of non-deployment.	
					Figures	Words
Graduate or Diploma Engineer	Electrical	Principal Technical Representative	2 or 5 Years respectively	1	Rs.15000/- per month	Rs. Fifteen Thousand only 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 years 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. The contractor shall submit a certificate of such employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every account bill/final bill and shall produce evidence if at any times so required by the Engineer-in-charge.

Clause- 38

(i)	(a)	Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates	Not applicable
(ii)		Variations permissible on theoretical quantities:	
	(a)	Cement	
		For works with estimated cost put to tender not more than Rs. 25 lakh For works with estimated cost put to tender more than Rs.25 lakhs	
	(b)	Bitumen for all works	
	I	Steel Reinforcement and structural steel sections for each diameter, section and category	
	(d)	All other materials	

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S. No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond permissible variation)
1.	Ordinary Portland Cement (OPC)	Not applicable	
2.	Portland Pozzolana Cement (PPC)		
3.	Steel Reinforcement TMT Bar of all diameters		
4.	Structural steel		

TABLE OF MILE STONE (S)

Name of work: Providing and Fixing modular office furnishings, RCC retaining wall including Additional Electrical works VRF Central AC Plant, Lift, Fire Fighting System, occupancy sensors, LAN cabling and development work including UPS, CCTV, EPABX, PA system and Solar power plant for EPFO at Chikamagaluru. SH: Balance miscellaneous minor works like SITC of borewell pumpset & openwell pumpset i/c networking etc.,

In Physical Terms

Sl. No	Description of Milestone (Physical)	Time allowed in days/months (from date of start)	Amount to be with-held in case of non achievement of mile stone
NIL			

GUIDELINES REGARDING SIGNING OF INTEGRITY PACT BY THE BIDDER AT THE TIME OF SUBMISSION OF BID (Vide No. DG/CON/255A dated 10.08.2011)

Sub: Clarification regarding Introduction of Integrity Pact introduced

In case of e-tendering, Integrity Pact shall be treated in the same manner as other components of the bid document. In e-tendering, the intending bidder does not sign any document physically and entire bid document is submitted through digital signature. Since IP is a part of bid document no separate physical submission is required with other documents to be submitted in the office of tender opening authority. In addition to other component of bid document, the Integrity Pact along shall also be signed between Executive Engineer and successful bidder after acceptance of bid.

INTEGRITY PACT

To,

.....
.....
.....
.....

Sub: 23/EE(E)/Mysuru/e-Tender/2021-22 for the “Providing and Fixing modular office furnishings, RCC retaining wall including Additional Electrical works VRF Central AC Plant, Lift, Fire Fighting System, occupancy sensors, LAN cabling and development work including UPS, CCTV, EPABX, PA system and Solar power plant for EPFO at Chikamagaluru. SH: Balance miscellaneous minor works like SITC of borewell pumpset & openwell pumpset i/c networking etc.,

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 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 CPWD.

Your's faithfully

Executive Engineer(E),
CPWD, Mysuru

INTEGRITY PACT

To,

The Executive Engineer (E),

CPWD, Mysuru.

Sub: Submission of Tender for the work of “Providing and Fixing modular office furnishings, RCC retaining wall including Additional Electrical works VRF Central AC Plant, Lift, Fire Fighting System, occupancy sensors, LAN cabling and development work including UPS, CCTV, EPABX, PA system and Solar power plant for EPFO at Chikamagaluru. SH: Balance miscellaneous minor works like SITC of borewell pumpset & openwell pumpset i/c networking etc.,

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 No. 23/EE(E)/Mysuru/e-Tender/2021-22**

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 tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

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

I -NIL
O-NIL
C-NIL

AE(E)

EE(E)

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20

BETWEEN

President of India represented through Executive Engineer (E), CPWD, Mysuru
(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. 23/EE(E)/Mysuru/e-Tender/2021-22**) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for **“Providing and Fixing modular office furnishings, RCC retaining wall including Additional Electrical works VRF Central AC Plant, Lift, Fire Fighting System, occupancy sensors, LAN cabling and development work including UPS, CCTV, EPABX, PA system and Solar power plant for EPFO at Chikamagaluru. SH: Balance miscellaneous minor works like SITC of borewell pumpset & openwell pumpset i/c networking etc.,”** hereinafter referred to as the “Contract”.

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

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (herein after 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 endeavor 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 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 the bidder shall be suspended for one year and shall not be eligible to bid for CPWD tenders from date of issue of suspension order forfeit the entire amount 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 Sub contractors/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

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

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this 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 boarder solution.
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:

.....
(signature, name and address)

.....
(signature, name and address)

Place:
Dated

SPECIAL CONDITIONS

1. The contractor shall execute the whole work in the most substantial and workman like manner in strict accordance with the specifications, approved design, drawings, particular specifications, special conditions, additional conditions and instructions of the Engineer-in-Charge.
2. Before tendering, the contractor shall inspect the site of work and shall fully acquaint himself about the conditions prevailing at site, availability of materials, availability of land and suitable location for construction of godowns, stores and camp, transport facilities, the extent of leads and lifts involved in execution of work.
3. The contractor shall at his own expense and risk arrange land for accommodation of labour, setting up of office, storage of materials, erection of temporary workshops, construction of approach roads to the site of work, including land required for carrying out of all jobs connected with the completion of the work. However, the departmental land to the extent available may be allowed to be used for these purposes free of rent without accepting any responsibility for the delay, if any, on this account. The contractor shall have to abide by the regulations of the authorities concerned and the directions of the Engineer-in-Charge for use of land available at the site of work. If it becomes necessary during construction to remove or shift the stored materials, shed, workshop, access roads, etc, to facilitate execution of the work included in this agreement or any other work by any other agency, the contractor shall remove or shift these facilities as directed by the Engineer-in-Charge and no claim whatsoever shall be entertained on this account.

It shall be deemed that the contractor has satisfied himself as to the nature and location of the work, transport facilities, availability of land for setting up of camp, etc. The department will bear no responsibility for lack of such knowledge and the consequences thereof.

4. The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer-in-Charge. Nothing extra shall be paid on this account.
5. The contractor shall carry out true and proper setting out of the work in co-ordination with the Engineer-in-Charge or his authorized representatives and shall be responsible for the correctness of the positions, levels, dimensions and alignments of all parts of the structure. If at any time during the progress of the work any error appears or arises in the position, level, dimensions or alignment of any part of the work, the contractor on being asked to do so by the Engineer-in-Charge, shall rectify such error to the entire satisfaction of Engineer-in-charge. The checking by the Engineer-in-Charge or his authorized representatives shall not relieve the contractor of his responsibility for the correctness of any setting out of any line or level. The contractor shall carefully protect and preserve all bench marks, pegs and pillars provided for setting out of works.
6. The contractor shall at his own cost submit samples of all materials sufficiently in advance and obtain approval of Engineer-in-Charge. The materials to be used in actual execution of the work shall strictly conform to the quality of samples approved by the Engineer-in-Charge and nothing extra shall be paid on this account. The

acceptance of any sample or material on inspection shall not be a bar to its subsequent rejection, if found defective.

7. The contractor shall at his cost, make all arrangements and shall provide necessary facilities as the Engineer-in-Charge may require for collecting, preparing, packing, forwarding and transportation of the required number of samples for tests and for analysis at such time and to such places as directed by the Engineer-in-Charge. Nothing extra shall be paid for the above operations including the cost of materials required for tests and analysis. Testing charges, if any, will be borne by the department if the test passes. In case it fails, the same shall be borne by the contractor.
8. The necessary tests shall be conducted in the laboratory approved by the Engineer-in-Charge (NABL/ NABH accredited laboratories or Government laboratories). In case the samples are sent to private NABL/NABH labs, prior approval of SE-in-charge shall be required. The samples for carrying out all or any of the tests shall be collected by the Engineer-in-charge or on his behalf by any other officer of CPWD. The contractor or his authorized representative shall associate himself in collection, preparation, packing and forwarding of such samples for the prescribed tests and analysis. In case the contractor or his authorized representative is not present or does not associate himself in the aforesaid operation the results of such tests and consequences thereon shall be binding on the contractor.
9. Materials used on work without prior inspection and testing (where testing is necessary) and without approval of the Engineer-in-Charge are liable to be considered unauthorized, defective and not acceptable. The Engineer-in-Charge shall have full powers to require the removal of any or all of the materials brought to site by contractor which are not in accordance with the contract specifications or do not conform, in character or quality to the samples approved by the Engineer-in-Charge. In case of default on the part of the contractor in removing rejected materials, the Engineer-in-Charge shall be at liberty to have them removed at the risk and cost of the contractor.
10. The contractor shall make his own arrangement of water required for execution of work and get the water tested at his own cost with regard to its suitability for use in the works and get written approval from the Engineer-in-Charge before he proceeds with the use of same for execution of work.
11. The work shall be carried out in such a manner so as not to interfere or adversely affect or disturb other works being executed by other agencies, if any.
12. Any damage done by the contractor to any existing works or work being executed by other agencies shall be made good by him at his own cost.
13. The work shall be carried out in the manner complying in all respects with the requirement of relevant rules and regulations of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
14. For completing the work in time, the contractor may have to work in two or more shifts and no claims whatsoever shall be entertained on this account, notwithstanding the fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and/or extra amount for any other reasons.

15. The contractor will have to make his own arrangement for obtaining electricity connection from the State Electricity Board and make necessary payment directly to the department concerned and/or install generators at the site of work, if required and nothing extra whatsoever will be payable on this account.
16. The drawings for the work issued by the Engineer-in-Charge during execution of work shall at all times be properly correlated before executing any work and no claim whatsoever shall be entertained for discrepancies in the drawings.
17. The contractor shall maintain in good condition all work executed till the completion of entire work entrusted to the contractor under this contract.
18. No payment shall be made to the contractor for damage caused by rain, whatsoever during the execution of works and any damage to the work on this account shall have to be made good by the contractor at his own cost.
19. The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials, de-watering required, if any, and other inputs involved in the execution of the items.
20. No claim whatsoever for idle labour, additional establishments, costs of hire and labour charges for tools and plants etc, would be entertained under any circumstances.
21. For the safety of all labour directly or indirectly employed in the work the contractors shall, in addition to the provision of CPWD safety code and directions of the Engineer-in-Charge, make all arrangements to provide facility as per the provision of Indian Standard Specifications (Codes) listed below & nothing extra shall be paid on this account.
 1. IS 3696 Part I Safety Code for scaffolds and ladders.
 2. IS 3696 Part II Safety Code for scaffolds and ladders Part II ladders.
 3. IS 764 Safety Code for excavation work.
 4. IS 4138 Safety Code for working in compressed air.
 5. IS 7293 Safety Code for working with construction machinery.
 6. IS 7969 Safety Code for storage and handling of building materials.
 7. IS 4130 Safety code for demolition of buildings.
22. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards and by providing red flags, red lights and barriers. The contractor shall be responsible for any accident at the site of work and consequences thereof.
23. Royalty if any payable and all other incidental expenditure shall have to be paid by the contractor on all the boulders, metal shingle, earth, sand bajri, etc. collected by him for the execution of the work, direct to the concerned Revenue Authority of the State or Central Govt. and the amount paid shall not be reimbursed in any form whatsoever.
24. Other agencies working at site will also simultaneously execute the works entrusted to them and to facilitate their working, the contractor shall make necessary provisions e.g. holes, openings, etc. for laying/burying pipes, cables, conduits, clamps, hooks, etc. as may be required from time to time. The contractor shall extend full co-operation to other agencies for smooth execution of works by other agencies. The final finishing of the work is to be executed in co-ordination with other agencies as directed by the Engineer-in-Charge.

25. On account of security considerations, there could be some restrictions on the working hours, movement of vehicles for transportation of materials and location of labour camp. The contractor shall be bound to follow all such restrictions and adjust the programme for execution of work accordingly. Nothing extra shall be paid on this account.

26. The contractor shall arrange to keep the premises neat and clean. The rubbish/malba and **unserviceable materials shall be removed on day to day basis.**

27. BARCHART

27.1. The contractor shall give scientifically analyzed detailed bar chart for all the activities of the work within 15 days from the date of issue of letter of acceptance of tender. The bar chart shall be prepared covering the physical milestones as envisaged in the tender documents. Nothing extra shall be paid for preparation/modification of bar chart.

27.2 While preparing the above detailed bar chart, effort shall be made to take all possible items of work simultaneously.

27.3 Separate bar chart should be prepared exclusively for procurement of materials. The detailed bar chart should distinctly bifurcate the items of work and of materials required for the execution of that item. Both should not be clubbed together. For example, for internal plumbing work the bar chart should show the procurement of pipe and other fittings with start and finish dates and items of work with start and finish dates separately. Both items should be interlinked proceeding and succeeding activity. The bar chart not indicating procurement of items separately will not be accepted.

27.4 Similarly bar chart should be prepared separately for arrangement of labour.

27.5 The bar chart so finalized and accepted by department should be got reviewed by the department, once in a month regularly. Modified / revised bar chart shall be prepared in the event of not adhering to the targets mentioned in the earlier bar chart. The contractor shall augment additional resources, materials and man power for achieving the targets, so submitted in the revised bar chart.

28. The agency shall have to make his own arrangement access to the building from outside the building free of cost without affecting the normal working of office and without disturbing the office premises.

29. The alternate arrangements shall be made for existing water supply, electrical supply and sanitary services to the existing building free of cost before disturbing the same for the new construction.

30. The agency shall take all safety measures at his own cost to avoid any mis-happenings in the building premises and he shall bear all responsibility for such incidences if any during the period of construction.

30.1. The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.

- 30.2. The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relating to dust emission.
- 30.3. The contractor shall ensure that C&D waste is transported to the C&D waste site only and due record shall be maintained by the contractor.
- 30.4. The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines, 2010.
- 30.5. The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
- 30.6. The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
- 30.7. Nothing shall be paid extra for fulfilling of all the above conditions except for the items existing in the schedule of quantities. For such items, work done shall be paid on the basis of the agreement rates.

31. SAFETY PRACTICES

- 31.1 **WARNING/ CAUTION BOARDS:** All temporary warning / caution boards / glow signage display such as "Construction Work in Progress", "Keep Away", "No Parking", Diversions & protective Barricades etc. shall be provided and displayed during day time by the Contractor, wherever required and as directed by the Engineer-in-Charge. These glow signage and red lights shall be suitably illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on his part. Also he shall ensure that no hindrance, as far as possible, is caused to general traffic during execution of the work. This signage shall be dismantled & taken away by the Contractor after the completion of work, only after approval of the Engineer – in – Charge. Nothing extra shall be payable on this account except for protective barricades

SPECIAL CONDITIONS FOR ALL SPECIALIZED E & M COMPONENTS

1. The applicant should either himself meet the eligibility conditions for the respective E&M components or otherwise he will have to associate with agencies, fulfilling the eligibility requirements and hence consent letter from at least **One** eligible Associate Agency of the respective components of E&M work shall also be submitted as per attached Proforma.

In case the main contractor is himself eligible (as per eligibility criteria pg No.) for executing any specific minor component and intends doing the job himself, he may not be required to associate with another agency for that minor component of work. In such cases the main contractor also has to submit the documents as per eligibility criteria mentioned for associated agency of individual E&M component.

2. The main tenderer have to submit the following documents for association of contractor within one month of award of work.

- (i) In support of the eligibility conditions of the proposed Associated Contractor, copy of their registration documents, Valid Electrical Contractor License of appropriate Voltage issued by Karnataka State Electrical Inspectorate / Licensing Board, GST Documents duly attested by the applicants (Main Contractor) shall be submitted to the EE(E) who will decide the eligibility. Each such Associated Contractor will certify that they are not debarred as on the day of application for sale of tender. Proposal for associating agency for minor components of work shall be submitted in Form- "G" of this tender document from each associate independently for all electrical and mechanical components.

- (ii) The main contractor shall submit an Affidavit of MOU signed with eligible associated. The Affidavit of MOU in the enclosed **Form "Q"** shall be signed by both the parties' main contractor i.e.as 1st party and associated contractor as 2nd party. Independently for all electrical and mechanical components.

3. In the event of the concerned E&M agency not performing satisfactorily or failure of associate contractor to complete the E&M work, the main contractor on written directions of the department, shall remove the Associate contractor deployed on the work and shall submit name of new associate who fulfill the conditions mentioned in NIT to execute the left over work without any loss of time or variation in cost to the department. **Such associates shall also give an undertaking along with the main tenderer but both of them together will stand guarantee for the equipments already supplied for which payment has been released by the department in part.** If any equipment supplied for the work, during the currency of the earlier Associate contractor and paid partly by the Dept., becomes redundant /not in a position to be installed and commissioned and put to beneficial use due to change in agency for execution of E&M work, the main contractor shall be liable for replacement of the equipment(s) at no cost to Department. No change of Associated Contractor will be allowed without prior approval of the Engineer-in-charge of the work.

4. In respect of all works i.e., Providing feeder fillers the materials shall be procured only from the original equipment manufacturers/authorized dealers of OEM. The contractor shall submit all documentary details in fulfillment of this conditions regarding procurement of materials including relevant test certificates.

5. Executive Engineer (E) shall be the Engineer-in-charge as far as E & M works are concerned. Separate tender schedule abbreviated CPWD-7 and Special Conditions for E & M Work are appended with this tender. It will be obligatory on the part of the contractor/tenderer to sign the tender documents for all the component parts.
6. The main contractor shall be responsible and liable for proper and complete execution of the E & M work and ensure coordination and completion of both civil and E & M work.
7. The main contractor has to enter into agreement with contractor associated by him for execution of minor component. Copy of such agreement shall be submitted to Executive Engineer (E) in charge of minor component as well as E.E. in charge of major component.
8. The associate contractor shall attend the inspection of the work by the Engineer-in-Charge of E&M works as and when required.
9. It is the responsibility of the main contractor for the liaisoning work with local bodies like **CHESCOM**/ electrical Inspector / Chief fire officer of state Govt. for obtaining **service connections**/ lift / Fire related clearances for installation, operation license after final installation, for final NOC AND CLEARANCE for fire protection system and lift for occupation of the building from Fire officer of state govt. as per local by- laws, obtaining service connection from local distribution company.

The main contractor is responsible for all the liaisoning work i/c PREPARING DRAWING etc. and nothing extra will be paid on this account. Any delay w.r.t. obtaining license/ NOC/ clearance connection etc. will be on account of main contractor only. Statutory inspection charges if any can be paid by the department on submission of vouchers/bills from appropriate statutory authorities.

It is the responsibility of the main contractor to liaison with all agency for effective installation, testing, and commissioning of all systems. In this regards all the necessary hardware in each system to be arranged and co-ordinate by the main contractor for complying input/output data summary enclosed in the estimate.

**Executive Engineer (E)
CPWD, Mysuru**

For specialized components of works, the eligibility criteria for Associate agencies shall be as detailed below :

SL. No.	Component of Works	Estimated cost Rs. (in Lakhs)	Eligibility
1	Borewell pumpset & openwell pumpset	Rs. 2.27/-	The main contractor, if does not fulfill the criteria himself, shall associate with contractor registered in composite category Class V and above in CPWD for execution of this Sub head of work, possessing valid Electrical Contractor License of appropriate Voltage issued by State Electrical Inspectorate/Licensing Board
2	Networking & CCTV System	Rs. 17.98/-	<p>The main contractor shall to associate with manufacturer / authorized dealer / channel partner of approved firms given in the NIT / specialized agencies fulfilling the following eligibility criteria of having successfully completed during last seven years ending up to previous day of last date of submission of tender as given below with completion certificate issued by an officer not below the rank of Executive Engineer or equivalent duly attested.</p> <p>a) Three similar completed works each of value not less than Rs. 07.19 lakhs</p> <p>Or</p> <p>b) Two similar completed works each of value not less than Rs. 10.79 lakhs</p> <p>Or</p> <p>c) One similar completed work each of value not less than Rs. 14.38 lakhs</p> <p>Similar work shall mean "SITC of networking system"</p> <p>However, the CPWD composite category contractor in all classes shall also be eligible to carry out the work by associating with the main agency provided:</p> <p>a) He fulfills the prescribed eligibility criteria respectively for this work</p> <p>Or</p> <p>b) He directly procures the equipment of approved make from manufacturer and gets it installed from authorized agency/service provider of the manufacturers stipulated in the NIT/specialized agency, all as per the eligibility criteria mentioned as above.</p>

Note.

The value of executed works shall be brought to current costing level by enhancing value of work at simple rate of 7% per annum calculated from the date of completion to last date of submission of tender. For other conditions, refer special conditions specified in NIT documents.

The applicant shall either himself meet the eligibility conditions for the respective E&M packages or otherwise, he will have to associate an agency meeting the eligibility requirements as given in this tender document and submit the details as per Form "N" given in this tender document at least two months in advance from taking up specific component of work.

The applicant/ main contractor has to submit consent letters as per Form "P", given in this tender document from at least one eligible associate agency of the respective component of E&M work for each of the component of E& M works by clearly indicating the component of work at least two months in advance from taking up specific component of work.

The main contractor will have to submit an affidavit of MOU signed with eligible associated contractor. The MOU in the enclosed Form "Q" shall be signed by both contractors, Main contractor as 1st party and associated contractor as 2nd party, independently for each E&M component.

Verifiable completion certificates of the work, registration/approval documents as the case may be, duly attested by the applicant shall be submitted at least two months in advance from taking up specific component of work. Valid Electrical license, as the case may be, duly attested by the applicant shall also be submitted at least two months in advance from taking up specific component of work.

Self attested GST registration documents in respect of the associated agencies shall be submitted at least two months in advance from taking up specific component of work.

Executive Engineer (E)
CPWD, Mysuru

FORM – N**PROPOSAL FOR ELIGIBLE ASSOCIATING AGENCIES FOR MINOR COMPONENTS OF WORK**

I/we hereby propose the following agencies as mentioned against each for executing corresponding minor components of work. Their consent letters are also attached.

Sl. No	Name of Associated Contractor	Category and class of registration	Enlistment copy /completion Certificates attached	Monetary Limit of work	Validity of registration	Consent Letter Attached (Yes/No)
i)						
ii)						

Note: Self Attested photocopies of enlistment order, valid electrical contractor license, work experience certificates of each agency for each component of E&M work shall be submitted.

Signature of contractor

CONSENT LETTER FROM ELIGIBLE ASSOCIATE AGENCY OF MINOR

COMPONENT OF WORK

Name of work: Providing and Fixing modular office furnishings, RCC retaining wall including Additional Electrical works VRF Central AC Plant, Lift, Fire Fighting System, occupancy sensors, LAN cabling and development work including UPS, CCTV, EPABX, PA system and Solar power plant for EPFO at Chikamagaluru. SH: Balance miscellaneous minor works like SITC of borewell pumpset & openwell pumpset i/c networking etc.,

I / We hereby give my consent to associate with M/s , for executing the minor component of work of(Mention category).

I / We will execute the work as per specifications and conditions of the agreement and as per directions of the Engineer –in-Charge for the corresponding minor work till the completion of the work.

I / We will be responsible for necessary action to handover the installations and for rectification of defects and repair during the maintenance / warranty period.

Also I / We will employ full time technically qualified Engineer / supervisor for the minor component of the work as required for the work. I / We will attend inspection of officers of the department as and when required.

Date:

Signature with date of Major component

Signature with date of Associate/Minor Component Contractor

Contractor

Address:

Address

Witness with address
(From major component contractor side)

Witness with address
(From minor component contractor)

I -NIL
O-NIL
C-NIL

AE(E)

EE(E)

**AFFIDAVIT OF MEMORANDUM OF UNDERSTANDING (MOU)
(to be submitted for each and every E&M component)**

(i) M/s.
(Name of the firm with full address)
Enlistment Status
Valid Upto:
(Henceforth called the main Contractor)

(ii) M/s.
(Name of the firm with full address)
Enlistment Status
Valid Upto:
(Henceforth called Associated Contractor)

For the execution of E & M Work

Name of work:

Providing and Fixing modular office furnishings, RCC retaining wall including Additional Electrical works VRF Central AC Plant, Lift, Fire Fighting System, occupancy sensors, LAN cabling and development work including UPS, CCTV, EPABX, PA system and Solar power plant for EPFO at Chikamagaluru.SH: Balance miscellaneous minor works like SITC of borewell pumpset & openwell pumpset i/c networking etc., We state that MOU between us will be treated as an agreement and has legality as per Indian Contract Act (amended up to date) and the department (CPWD) can enforce all the terms and conditions of the agreement for execution of the above work. Both of us shall be responsible for the execution of work as per the agreement to the extent this MOU allows. Both the parties shall be paid consequent to the execution as per agreement to the extent this MOU permits. In case of any dispute, either of us will go for mediation by the Engineer In charge. Any of us may appeal against the mediation to the Superintending Engineer, Mysuru CPWD His decision shall be final and binding on both of us.

We have agreed as under:

1. The Associated Contractor will execute all E & M works in the wholesome manner as per terms and conditions of the agreement.
2. The Associated Contractor shall be liable for disciplinary action if he fails to discharge the action(s) and other legal action as per agreement.
3. All the machinery and equipments, tools and tackles required for execution of the E & M works, as per agreement, shall be the responsibility of the Associated Contractor.
4. The site staff required for the E & M work shall be arranged by the Associated Contractor as per terms and conditions of the agreement.
5. Site order book maintained for the said work shall be signed by the main contractor as well as by the Engineer of the Associated Contractor and by Associated Contractor himself.
6. All the correspondence regarding execution of the E & M work shall be done by the department with the Associated Contractor with a copy to the main contractor.

In case of Non-compliance of the provisions of agreement, the main contractor, as well as the associated contractor shall be responsible. The action under clauses 2 and 3 shall be initiated and taken against the main contractor.

SIGNATURE OF MAIN CONTRACTOR
Date:
Place:

SIGNATURE OF ASSOCIATED CONTRACTOR
Date
Place:

1. Witness with address

2. Witness with address

(From major component contractor side)

(From minor component contractor side)

NOTE: Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-

(Guarantee offered by Bank to CPWD in connection with the execution of contracts)

Form of Bank Guarantee for Performance Guarantee/Security Deposit

1. Whereas theon behalf of the President of India (hereinafter called "The Government) has invited bids under.....
(NIT number)..... dated for..... (name of work) ..
.....The Government has further agreed to accept irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)* as Performance Guarantee from (name and address of contractor).....(hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the Executive Engineer..... (name of division)CPWD on behalf of the President of India (hereinafter called "The Government,") has entered into an agreement bearing number..... with(name and address of the contractor). . (hereinafter called "the Contractor,") for . execution of work..... name of work). The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees only) valid upto(date) as Performance Guarantee/security Deposit from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, (indicate the name of the bank)..... (herein after referred to as "the Bank" hereby undertake to pay to Bank,,), the Government an amount not exceeding Rs.....(Rupees..... only) on demand by the Government within 10 days of the demand.
3. We, (indicate the name of the Bank), do here by undertake to pay the amount due and payable under this guarantee without any demur, 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. 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)
4. We, (indicate the name of the Bank), further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
5. We, (indicate the name of the Bank)..... further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the

Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor 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. we, (indicate the name of the Bank) further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
7. This guarantee will not be discharged due to the change in constitution of the Bank or the contractor.
8. We, (indicate the name of the Bank).....undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to.....unless extended on demand by the 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 the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date.

Witnesses:

1. Signature
Name and address

Authorized signatory
Name
Designation
Staff code No.
Bank seal

2. Signature
Name and address

*Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.

** In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for ~~earnest money~~ or for performance guarantee/security deposit/mobilization advance, as the case maybe.

“ Proforma for Earnest Money Declaration ”

Whereas, I/We.....(name of agency) have submitted bids for **Providing and Fixing modular office furnishings, RCC retaining wall including Additional Electrical works VRF Central AC Plant, Lift, Fire Fighting System, occupancy sensors, LAN cabling and development work including UPS, CCTV, EPABX, PA system and Solar power plant for EPFO at Chikamagaluru.SH: Balance miscellaneous minor works like SITC of borewell pumpset & openwell pumpset i/c networking etc.,**

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

(1) If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

Or

(2) If, after the award of work, I/We fail to sign the contract or to submit performance guarantee before the deadline defined in the tender documents,

I/We shall be suspended for one year and shall not be eligible to bid for CPWD tenders from date of issue of suspension order.

Signature of the contractor(s)

SPECIAL CONDITIONS FOR E&M WORKS FOR COMPOSITE TENDER

The bidder should either himself meet the eligibility conditions for the specialized civil & E&M works as above or otherwise he will have to associate an agency meeting the eligibility requirements for specialized civil & E&M works after award of work and has to submit details of such agency(s) conforming eligibility conditions as defined in the bid document to the Executive Engineer of concerned component at least two months in advance from taking up specific component. Names of the agency(s) to be associated shall be approved by the Engineer-in-Charge of concerned component

Note:

All works have to be executed as per specifications provided in the bid document, CPWD Specifications, National Building Code 2016 (in case of difference, if any, stringent / higher specification of the two shall be followed) and ECBC 2017 Code. In absence of CPWD Specification, IS Codes, National Building Code 2016 or sound engineering practices shall be adopted as per order of precedence defined in the contract.

The main contractor will obtain written willingness from the associated agencies, for all the packages, he intends to associate for the specific job as per criteria given in condition above. The main contractor shall submit this Consent Letter duly completed and signed along with following information (duly signed by him and the associated Contractor) within prescribed period for the approval of competent authority of the department.

Name of the firms & addresses.

Enlistment Status of the agencies registered/Annually pre-qualified with CPWD with number and Date (Copy of enlistment order shall be enclosed) Valid up to (mention date):

Monetary Limit of work:

Whether debarred from tendering etc.:

Consent Letter as per enclosed Performa:

The successful bidder / main contractor shall get their associate agency approved for each package of E&M components as below before start of the work.

a). The proposed associate agency shall be CPWD enlisted/ annually prequalified in CPWD for the respective class and category of E&M component.

b). The main contractor shall also enter in to a 'Memorandum of understanding' with the approved associate contractor / agencies on Non-Judicial Stamp Paper as per the enclosed Performa and submit this 'MOU' duly completed (duly signed by him and the associated Contractor) before commencement of work.

If for specific reasons the main contractor wants to change the associate contractor during the currency of the contract he can be permitted to do so by the Engineer-in-Charge. The substitute should fulfill the requisite qualification.

In the event of the concerned associate not performing satisfactory or not completing the work, the department can also direct the main contractor to remove the associate agency deployed on the work and ask him to deploy another associate contractor who fulfills the eligibility conditions. The new associate contractor will be bound to execute the left over work without any loss of time or variation in cost to the department. Such associate agency shall be permitted after the approval of the Engineer in Charge and shall enter into a memorandum of understanding as per the enclosed proforma along with the main contractor.

1. The main agency will be responsible for all acts of omission and commission of the associate contractors including the changed one(s).

Bills for the E&M works shall be presented to the Executive Engineer (Electrical) for **the work** by the main contractor. The Executive Engineer (Electrical) shall examine them for pass and payment of Running Bills.

The main contractor shall be responsible for co-coordinating the activities of all the works and will ensure progress of all works as per the laid down programme. The main contractor shall also arrange for proper storage of the accessories at site and will be responsible for their watch ward. The Associated Electrical Contractor or his representative is bound to sign the site order book as and when required by the Engineer-in-charge and will comply with the remarks therein.

The work completion certificate for E&M works shall be issued in favour of the associated E&M contractor engaged for the particular subhead.

The whole work will be treated as complete only when all the parts are completed and completion certificate of each component issued by the competent authority as per CPWD manual. The main contractor is responsible for making good of all defects as pointed out by the competent authority for **the work** while inspecting the works for issue of completion certificate. The main contractor should give warranty of all items of all the systems for **the work** for 12 months from the date of handing over installations to the client department. The SD of the main contractor shall be released only after the due certification from Engineer-in-charge, that the system is in good working condition and there is no defect at the end of warranty period.

The contractor shall have valid electrical license from competent authority in his name or he may associate appropriate contractor having valid electrical license as per NIT conditions.

After obtaining concurrence of competent authority department, the main agency shall finalize one associate for execution of each electrical component of the work

The contractor shall use any of the makes as per approved makes for use in the work after obtaining the approval of the Engineer-in-charge.

After the award of the work, the contractor has to take note of the inventory of electrical items as per agreement from the Assistant Engineer- in charge and conduit layout drawing and distribution diagram with details of circuit to be submitted for approval, cable lay out for external lighting drawing to be submitted to the Assistant Engineer (E) in charge well before the casting of slab for approval. The main contractor is responsible for necessary co-ordination in this regard.

After completion of the work the detailed completion plan to be submitted in hard copy as well as in AutoCAD format in CD's, along with test reports (as per CPWD General Specification for electrical work Part-I internal 2013). Without complying the above requirement the work will be treated as incomplete.

All cutting and making holes and finishing the same in building should be responsibility of the main contractor.

Drawing of panels should be approved before placing order and should be inspected by the Engineer from department before bringing the same to site.

All drawing should be submitted in AUTOCAD format only.

The completion Certificate for the whole work can be issued only after the completion of the all the electrical work as per agreement and specification only.

I -NIL
O-NIL
C-NIL

AE(E)

EE(E)

Department reserves the full right to check the genuines of the material supplied at site. The materials should be brought to site only after getting it approved by the Engineer-in-charge well in advance. The test certificate, delivery challans for materials to be submitted along with material. If department feels that material to be tested by national test house or laboratories then the sample to be sent for testing. If the materials fail the testing then cost of testing should be borne by the contractor.

The drawings like conduit layout need to be got approved from Assistant Engineer in charge well before casting slab. The drawings should be signed by the site engineer of the contractor and to be submitted to the office well in time for approval.

All drawings like panels, electrical distribution drawing to be submitted well before execution of work.

Any delay in the above will be in the account of contractor only.

CHESCOM NOC /CLEARANCE: It is the responsibility of the main contractor **for the liasoning work with local bodies like electrical Inspector/Chief fire officer of final installation, for final NOC AND CLEARANCE for fire protection system and lift for occupation of the building from Fire officer of state govt. as per local by- laws, obtaining service connection from local distribution company. The main contractor is responsible for all the liasoning work i/c PREPARING DRAWING etc. and nothing extra will be paid on this account. Any delay w.r.t. obtaining license/ NOC/ clearance connection etc. will be on account of main contractor only. Statutory inspection charges if any can be paid by the department on submission of vouchers/bills from appropriate statutory authorities.**

1.1 Electrical HT connection (If any): It is also the responsibility of main contractor to liason with CHESCOM /local power supply authorities/ municipal authorities as applicable for obtaining load sanction and energisation of substation equipments and other HT and LT equipments. Nothing extra shall be paid on this account. The main contractor is also responsible for liasoning with CEA for getting NOC for energisation without any additional cost. However, any fee paid to the local authorities etc. by the bidder shall be reimbursed on production of receipts.

1.2 It is the responsibility of the main contractor to liaison with all agency for effective installation, testing, and commissioning of all systems. In this regards all the necessary hardware in each system to be arranged and co-ordinate by the main contractor for complying input/output data summary enclosed in the estimate. All above factors must be taken into account while preparing combined bar chart which must show all factors which is in the scope of tenders.

GENERAL CONDITIONS

The agency must study various CPWD specifications; get themselves acquainted with site and site conditions. The work shall be executed in close co-ordination with the progress of building work.

The work shall be carried out in the following order of preference.

Additional Technical specifications and list of acceptable makes attached. CPWD general specifications for electrical works Part – I (Internal) – 2013, Part II (External) – 1994 amended up to date, CPWD general specifications for electrical works Part – III (Lifts and Escalators) – 2003, CPWD general specifications for electrical works Part–IV (Sub stations)- 2013, Local Fire Regulations, CPWD general specifications for electrical works Part – V (Wet riser & sprinkler system) – 2006, Part VI (Fire detection and Alarm System-2018), CPWD general specifications for air-conditioning / HVAC works – 2017, Indian electricity rules 2005 & Indian electricity act 2003 amended up to date. National electrical code 2011 amended up to date and Relevant sections of National building code 2016. (Note: The higher specifications / stringent conditions of CPWD specifications or NBC – 2016, ECBC 2017 shall be followed). Relevant BIS standards as modified up to date.

Sound Engineering practice as approved by the Engineer – in – charge. Any additional item of work, if taken up subsequently, shall also conform to the relevant specifications mentioned above.

All the equipments shall be delivered with (i) Manufacturer’s test certificate, (ii) Manufacturer’s technical catalogues and Installation / Instruction (O&M) manuals.

Scaffoldings & any other T & P required for execution, testing and commissioning of work shall be arranged by the contractor and is included in the cost of work tendered by the contractor.

The design layout plans / drawings / other documents pertaining to E & M services shall have to be submitted by the consultant engaged by the contractor for approval within the time period as specified in the table of mile stone.

Inspection before Dispatch: All routine tests shall be conducted before dispatch of equipments. No equipment shall be dispatched out from the manufactures premises before such tests are conducted and test result recorded. These test certificates shall be given along the supply of equipments. The Engineer- In-charge shall, if he so desires inspect and witness the pre-delivery tests. For this purpose, the agency shall give 15 day advance notice. Agency shall arrange for inspection of the department. Department shall bear expenses of its officials for inspection as far as travelling, boarding and / lodging is concerned. However, the inspection shall be done at the discretion of the department without any cost implication but **ROUTINE TEST & TYPE TEST Certificates** shall have to be submitted for all the equipments.

Prior to dispatch, all equipments shall be adequately protected & insured for the whole period of transit, storage and erection against corrosion and incidental damages etc. from the effect of vermin, sunlight, rain, heat, humid climate and accidents etc.

PROCEDURE FOR APPROVAL OF MATERIALS, SHOP FLOOR DRAWINGS AND COMMENCEMENT OF WORK

Within the time specified in table of milestone, the contractor shall submit the following documents for approval. List of makes & Model numbers of all items of equipment and accessories for each sub Head of work. Catalogues of the equipments to be supplied. Shop floor drawings of each packages/ Sub work separately for approval. It is the responsibility of the tenderer to get the makes, models and shop floor drawings approved by the department before placing of order.

Insurance: The agency shall include storage cum erection insurance including third party insurance right from the storage to commissioning and handing over of various equipments. In insurance, the beneficiary shall be Engineer-In-charge at the cost of the agency. All insurance which the agency is required to enter into under the contract shall be affected any authorized general insurance company and the agency shall produce the policies of insurance. In case of any delay in IT handing over, the insurance cover will be suitably extended by the contractor at his own cost.

Remedy of failure to insure: If the agency fails to effect and keep in force the insurance referred to in the preceding sub-clause and in case of unforeseen eventuality of theft/damage etc. to any material, the contractor only shall be held responsible and necessary rectification/replacement has to be done by contract or himself.

Quality of material and workmanship: All parts of the equipment shall be of such design, size and material so as to function satisfactorily under all rated conditions of operation. All components of the equipments shall have adequate factor of safety. The work of fabrication and assembly shall conform to sound engineering practice and on the basis of "Fail Safe Design". The mechanical parts subject to wear and tear shall be easily replaceable type. The construction of the equipments shall be such as to facilitate easy operation, inspection, maintenance and repairs. All connections and contacts shall be designed to minimize risk of accidental short circuits caused by animals, birds and vermin etc. All identical items and their component parts should be completely interchangeable including spare parts.

Inspection and testing at Factory and site: The department requirement reserves the right to inspect the equipments and get it tested at factory itself for which the Contractor has to give 15 days notice for inspection. The travelling cost of Officers will be borne by the Department. The installation shall be subject to necessary inspection during every stage of erection, by the Engineer In-charge or his authorized representative. The successful bidder shall provide all facilities and assistance for the purpose. The completed installation shall be inspected and tested by the Engineer-in charge in the manner as will be laid down by department. All instruments and facilities necessary for the tests shall be provided by the agency.

Completeness of work: The installations shall be completed in all respects and put in to operation even where certain details have not been mentioned / left out in these specifications. Any discrepancy may be brought out in pre-bid meeting.

All E&M services such as Internal Electrical installations, lifts, fire fighting system, sprinkler system & Fire alarm system, D.G. sets, substation equipments, street lighting etc., shall be declared as completed after completion of trial run of 1 month or completion of whole work whichever is later. However, maintenance of these installations during the maintenance period of 12 months shall be carried out by the agency at his own cost. DLP / Warranty period of all works / machine / equipment shall commence from date of completion of complete work (project).

The CPWD specifications are available at CPWD website "cpwd.gov.in". The department shall not be responsible for the lack of knowledge and also the consequences thereof to the Contractor. The information and data mentioned in the tender document have been furnished in good faith and for general information and guidance only. The Engineer-in-Charge in no case shall be held responsible for the accuracy thereof and / or interpretations or conclusions drawn there from by the Contractor and

all consequences shall be borne by the Contractor and no claim, whatsoever, shall be entertained from the Contractor, if the data or information furnished in tender document is different from data / drawing after preparation of architectural drawings, design and approved for construction. It is presumed that the Contractor has satisfied himself for all possible contingencies, situations, bottlenecks and acts of coordination, which may be required between different agencies.

INCIDENTAL CHARGES: All incidental charges of any kind including cartage, storage, wastage and safe custody of material etc. shall be borne by the Contractor.

QUALITY ASSURANCE: The Contractor shall make available, on request from the Department, for record, copies of challans, cash memos, receipts and other certificates, if any, vouchers towards the quantity and quality of various materials procured and the same shall be kept in record. These shall also provide information on the name of the manufacturer, manufacturer product identification, manufacturer's instructions, warning, date of manufacturing and test certificates from manufacturers for the product for each consignment delivered at site, shelf life, if any, for the department to ensure that the material have been procured from the approved source and of the approved quality, as directed by the Engineer-in- Charge. Day to day account of receipt of such material shall be maintained at site of work and shall be regulated by the department. Nothing extra shall be payable on this account.

STORAGE OF MATERIALS: Storage and safe custody of all materials shall be the sole responsibility of the Contractor. Nothing extra shall be payable on this account.

QUALITY CONTROL AND TESTING OF MATERIALS:

All the material to be used on works shall bear ISI certification mark unless otherwise the make is specified in the item or special conditions appended this tender document. In case ISI mark material or the materials mentioned in the tender documents are not available, as per opinion of Engineer-in-charge, which shall be final and binding, the material to be used shall conform to CPWD specifications applicable in this tender or IS Code. In such cases Engineer-in-charge shall satisfy himself about the quality of such material and give his approval in writing. Only articles classified as first quality by the manufacturers shall be used unless otherwise specified. All material not having ISI mark shall be tested as per relevant ISI specification. The Engineer in charge may relax the condition regarding testing if the quantity of the materials required for the work is small. In all cases of use of ISI marked materials proper proof of procurement of materials from authentic manufacturers shall be provided by the contractor to the entire satisfaction of Engineer-in-charge. All materials equivalent to the one specified should be got approved by the Engineer-in-charge before using the said materials in the work.

If the department desires to send any samples of materials for testing in an accredited laboratory, the Contractor at his own expense shall supply all materials, labour for preparing and testing samples as required by the Engineer-in-Charge. The testing shall be carried out in the presence of the representative of the Engineer- in- Charge. The transportation and testing charges shall also be borne by the contractor. No foreign exchange shall be made available by the department for importing (purchase) of equipments, plants, machinery, materials of any kind. No delay and no claim of any kind shall be entertained from the Contractor on account of variation in the foreign exchange rate and/or any Custom duties / charges or any other levies.

NO WAIVING OF LEGAL RIGHTS AND POWERS:

The Engineer-in-Charge shall not be precluded or stopped from taking any measurements, and framing of estimates or detaining any certificates made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the works performed and materials furnished by the Contractor and from showing that any such measurements, estimates or certificates untrue or incorrectly made and that Engineer-in-charge shall not be precluded or stopped from recovering from the Contractor such damages as it may be sustained by reasons of his failure to comply the terms and conditions of the contract.

The tenderers shall take into account the element of wastage(s) those are likely to be there in all elements of the work and quote his price, taking that into account. The tenderers shall study all the items from the point of view of wastage(s), which are likely to take place. Power supply required for construction, testing & commissioning shall have to be arranged by the bidder at his own costs. Water required for testing of equipments is also in the scope of agency.

The description of E &M service & specification are given in general but they are not exhaustive i.e; does not mention all the incidental works required to be carried out for complete execution of the item of work. The work shall be carried out, all in accordance with true intent and meaning of the specifications and the drawings taken together, regardless of whether the same may or may not be particularly shown on the drawings and/ or described in the specifications, provided that the same can be reasonably inferred there from. There may be several incidental works which are not mentioned in the contract document/specifications but will be necessary to complete the item in all respects.

All these incidental works/ costs which are not mentioned, but are necessary to complete the work shall be deemed to have been included in the overall amount quoted by the contractor for various components of work. No adjustment of rates shall be made for any variation in quantum of incidental works due to variation/change in actual working drawings. Also , no adjustment of rates shall be made due to any change in incidental works or any other deviation in such element of work (which is incidental to the items of work and are necessary to complete such items in all respects) on account of the directions of Engineer-in-charge. Nothing extra shall be payable on this account.

The scope of works also covers the preparation of layout plans, drawings for E & M schemes and approval of the same from the respective local bodies viz. BESCO/Chief Fire Officer/Lift Inspector/CEA etc. before the commencement of work. During execution, if the local bodies etc. require a modification, the same shall be executed without any extra cost. Finally, after execution, approvals / NOCs / clearances from local bodies etc. shall be the responsibility of successful bidder for which nothing extra is payable. In case any modification / extra work is required by the local bodies necessary for approvals / NOCs / clearances, the same shall be get executed and nothing extra shall be paid on this account. All statutory fees / charges required for obtaining clearances from Fire Officer/Lift Inspector/CEA/ Local Bodies etc. shall be paid by the department.

SUPERVISION OF WORK:

The Contractor shall depute Site Engineers & skilled workers as required for the work as per the documents required in technical bids. He shall submit organization chart along details of Engineers and supervisory staff. It shall be ensured that all decision making powers shall be available to the representatives of the Contractor at site of work itself to avoid any likely delays on this account. The Contractor shall also furnish list of persons for specialized works to be executed for various items of work. The Contractor shall identify and deploy key persons having qualifications and experience in the similar and other major works, as per the field of their expertise. If during the course of execution of work, the Engineer-in-Charge is of the opinion that the deployed staff is not sufficient or not well experienced; the Contractor shall deploy more staff or better-experienced staff at site to complete the work with stipulated quality and in stipulated time limit

ADDITIONAL AND TECHNICAL CONDITIONS FOR INTERNAL ELECTRICAL INSTALLATION

1. The work shall be carried out strictly in accordance with CPWD specification for electrical works 2013 (Internal) and 1994 (External) and amended up to date and in accordance with Indian Electricity Rules, 1956, India Electricity Act, 1910, ECBC 2017 as amended up to date and NBC 2016 as amended up to date and as per instructions of the Engineer-in-Charge i/c as below and nothing will be paid extra.
2. The contractor has to submit MOU with associated contractor (in case electrical contractor is associated), engineers name credential email address & mobile no before start of work.
3. The contractor shall therefore employ Supervisory staff as per NIT provision who will be constantly in touch with the department and will sign site order book.
4. All the material to be used on this work by the contractor shall be got approved from the Engineer-in-Charge in advance before installation at the site.
5. The work shall be carried out according to approved drawing/details which shall be subsequently issued to the successfully qualified bided tenderer for execution, in stages as per instruction of the Engineer-in-Charge who will have the right to change the layout as per requirement at site and the contractor shall not have any claim due to change in layout.
6. All damages done to the building during the execution of electrical work shall be the responsibility of the contractor and the same will be made good immediately at his own cost to the satisfaction of the Engineer-in-Charge. In case, the repair is not satisfactory, the department will get it rectified & any expenditure incurred by the department in this connection shall be recovered from the contractor and decision of the Engineer-in-charge about recovery shall be final & binding on the contractor.
7. The bad workmanship will not be accepted and defects shall be rectified at contractor's cost to the satisfaction of the Engineer-in-Charge. The program of electrical works is to be coordinated in accordance with the building work and considering that the allottees are senior officers and there may be restrictions in working hours but no claim for idle labour will entertained in case of occupied quarters.
8. All the debris of the electrical works should be removed and the site should be cleared by the contractor immediately after the accruing of debris daily. Similarly, any rejected material should be immediately cleared off from the site by the contractor.
9. Cement for this benefited work is to be arranged and used by the contractor himself and nothing extra will be paid on this account.
10. The contractor or his engineer is bound to sign the site order book as and when required by the Engineer-in-Charge and to comply with the remarks therein.
11. The size of conduit and wiring shall be got approved from the Engineer-in-Charge before the execution of work.
12. The contractor shall make his own arrangement at his own cost for Electrical/ General tools and plants required for the work. In case, proper tools are not available, the department will purchase the tools for bona fide use of work at the risk & cost of the contractor.
13. Main board and main distribution board:- The work shall be carried out according to the drawing/details as approved by the Engineer-in-Charge. The contractor shall have to

get the sample approved before the whole lot is brought to site. The main board, distribution board shall be properly labelled.

14. No, tax shall be separately paid by the department. The rates tendered should be inclusive all taxes and duties. Statutory deductions at source shall be made while releasing payment through running/final bills as applicable. A certificate specifying the rate and amount of deduction shall however be issued by the department. The entire installation shall be at the risk and responsibility of the contractor until these are tested and handed over to the department. The watch & ward is the responsibility of the contractor till handing over.
15. Notwithstanding the schedule of quantities, all items of interrelated works considered necessary to make the installation complete and operative are deemed to be included, shall be provided by the contractor at no extra cost.
16. The connection inter connection, earthing and inter earthing shall be done by the contractor wherever required and nothing extra shall be paid on this account.
17. Nothing extra shall be paid for inter connections with thimbles/Wires/Tapes strips etc. used on the work.
18. The contractor has to make his own arrangements for stores and watch and ward and no extra claim for this will be entertained.
19. The contractor shall make his own arrangements for electrical power supply for the construction activities. No extra payments for the same will be made.
20. The wiring and conduit route shall be marked by the contractor in the drawing first, and shall be got approved from the Engineer-in-charge.
21. The rupturing capacity of the MCB's shall be 10KA.
22. The MCB's shall have ISI mark.
23. The insulated copper wire to be used on this work shall be FRLS type of multi stranded.
24. Make of MCB/MCCB shall be the same as the make of MCBDB.
25. The contractor shall on demand by the Engineer-in-charge, furnish the proof to the satisfaction of Engineer-in-charge regarding purchase of Wires, Modular switches & accessories, MCBs MCBDB fan & fixture and accessories and other items, from the manufactures authorized outlets.
26. All MS conduits accessories shall be of the same make as conduits and shall be ISI marked. The conduits shall be terminated as switch boxes/metallic junction boxes with suitable glands/check nuts.
27. Cutting of brick walls shall be done with due care. 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.
28. All the sub main and circuits wiring includes loose wire for connections inside switch boxes and MCB DBs. No payment for these loose wires shall be made. However wires within the cubicle panel will be measured and paid under relevant item of work.
29. To facilitate drawing of wires, 18 SWG GI fish wire shall be provided along with laying of recessed conduit for which no extra payments shall be made. Conduits laid for other

services, like TV, Telephone etc., where wiring is not done along with IEI work, fish wire shall be invariably drawn.

30. The connection between incoming switch/isolator and bus bar shall be made with suitable size of thimble and cable at no extra cost.
31. Copper conductor of insulated cables of size 1.5 Sq.mm and above shall be stranded and terminals provided with crimped lugs.
32. All hardware items such as screws, thimbles, GI wire etc. which are essentially required for completing an item as per specification will be deemed to be included in the item even when the same have not been specifically mentioned.
33. All hardware items such as nuts/bolts/screws/washers etc. to be used in work shall be zinc/cadmium plated iron.
34. While laying conduit, suitable size junction boxes shall be provided for pulling the wire as per the decision of the E-in-C.
35. 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 its use at site. The E-in-C shall reserve the right to instruct the contractor to remove the material which, in his opinion, is not acceptable.
36. Where switches/sockets/regulator/telephone/TV/internet outlets are to be provided, the same shall be of only one make.
37. The materials used in the work shall be of approved make.
38. Defect Liability Period: All the installations other than LED fittings shall be guaranteed for a period of 12 months from the date of completion. LED fittings shall be guaranteed for 5 years. Any defective materials and equipment shall be replaced free of cost at the direction of the Engineer-in-Charge.
39. In the acceptable makes of fitting model No. of one of the acceptable make has been mentioned for guidance. However, the contractor is free to supply any of the 3 makes, provided the parameters of the fittings match with the fitting model No. mentioned in NIT. The decision of Engineer-in-charge shall be final.
40. The lamp colour temperature shall be intimated by Engineer-in-charge/his representative at site.
41. The firm should submit the warranty against manufacturer defect for a period of 5 years from the date of completion of work for LED fittings and products from the manufacturer.
42. Wiring for Fire alarm system shall be done with MS conduit or FRLS PVC insulated armored cable
43. The contractor shall have to work as per the convenience of the concerned Department.
44. The E & M works shall be carried out by the contractor, side by side with the progress of the civil works.

45. The Contractor shall furnish documentary proof like delivery challans of purchasing Wires, Modular switches & accessories, MCBs, MCBDB, Fittings, accessories and other items from the manufacturers or their authorized dealers to the satisfaction of the Engineer-in-charge.
 46. The contractor shall submit the completion plan separately in triplicate on blue print/ computer plotted with one set on tracing "Cloth" as per Clause-8 of the contract 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 0.1% of tendered value or limit prescribed in Schedule-F, 'whichever is more' as may be fixed by the Superintending Engineer concerned and in this respect the decision of the Superintending Engineer is final & binding on the contractor.
 47. The work should be carried out at **EPFO Chikamagaluru**.
 48. All statutory deductions like WCT, Labour welfare cess etc. shall be made from the bills.
 49. **INSURANCE AND STORAGE:**
All consignments are to be duly insured up to the destination from warehouse at the cost of the contractor. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.
-

The makes of all the materials to be used in the work has been specified. However, if any material to be used in the work and the make is not specified the decision of the Engineer-in-charge in writing shall be final.

Acceptable Make of Material

Sl. No.	Item	Makes
1	PVC / STEEL CONDUIT AND ACCESSORIES (ISI MARKED)	BEC/ AKG/ NIC/ STEEL CRAFT/ MKAY/ PRECISSION/ ATUL/ A-ONE PLAST / POLYCAB/SUDHAKAR/ANCHOR
2	PVC INSULATED FRLS COPPER CONDUCTOR CABLES 1.1 KV GRADE (ISI MARKED)	FINOLEX / HAVELLS / RR KABLE / SKYTONE/ PANASONIC / L&T /POLYLYCAB
3	MCB / MCB DB'S / RCBO / MCCB / MCCBDB	LEGRAND / SCHNEIDER / ABB / L&T/ SIEMENS/ HAGER/GE
4	TELEPHONE TAG BLOCK DP BOXES	KRONE (GERMAN) / D LINK / ITL
5	1.1 KV XLPE CABLE (ISI MARKED)	FINOLEX/ GLOSTER / HAVELLS / RR CABLE/CCI / UNIVERSAL / Polycab
8	DWC HDPE Pipe	REX / GEMINI / DURALINE
9	G I PIPE	TATA / JINDAL HISSAR / JINDAL GAZIABAD (ISI MARKED)
10	WATER SUPPLY PUMPSET	KSB / CG / KIRLOSKAR / TEXMO
11	VALVES	SANT / LEADER / AUDCO / ZOLOTO / KIRLOSKAR
12	WATER HEATER (GEYSER)	V GUARD / RACOLD / JOHNSON / HAVELLS / BAJAJ
13	ALL OTHER ITEMS NOT COVERED ABOVE.	AS PER APPROVAL OF THE ENGINEER-IN-CHARGE

Note: The Engineer-in-Charge, CPWD reserves the right to add or delete any materials and makes/brands in the list of preferred makes of materials/brands.

TECHNICAL SPECIFICATIONS FOR NETWORKING SYSTEM

1.1 Introduction

These conditions are intended to amplify the General Conditions of Contract, and shall be read in conjunction with the same. For any discrepancy between the General Conditions and these Special Conditions, the more stringent shall apply.

1.2 Scope

The general character and the scope of work to be carried out under this contract is illustrated in Specifications. The Contractor shall as a System Integrator for providing an end to end Solution for the above, including but not limited to design, supply providing of the required Audio Video equipments as stipulated in schedule of work and installation, performance testing, commissioning, warranty, etc. The bidders have to ensure the planning and smooth execution of the project. The Contractor shall carry out and complete the said work under this contract in every respect in conformity with the contract documents and with the direction of and to the satisfaction of the Engineer in charge. The contractor shall furnish all labors, materials and equipment as listed and specified otherwise, transportation and incidental necessary for supply, installation, testing and commissioning of the complete system through as described in the Specifications.

1.4 Related Documents

These additional specifications are to be read in conjunction with the specification given in the tender. In case any item/ items or part thereof are not covered under these specifications, the same shall be carried out as per relevant part of the CPWD General Specification for Electrical Works Part-I Internal -2013 amended upto dates, relevant electricity act BIS/IEC and as per direction of Engineer –in - Charge. These additional specifications are to be read in conjunction with above and in case of variations; specifications given in this additional condition shall apply. However, nothing extra shall be paid on account of these additional specifications and conditions, as the same are to be read along with schedule of quantities for the work. In case of discrepancy among the specifications/conditions as mentioned above the precedence given in general condition of contract shall be followed.

1.5 Terminology

The definition of terms used in these specifications shall be in accordance with relevant IS / BS standards

1.6 Conformity with statutory Acts, Rules, Standards and codes

- i) All components shall conform to relevant Indian Standard Specifications, wherever existing, amended to date.
- ii) All electrical works shall be carried out in accordance with the provisions of Electricity Act, 2003 amended to date. They shall also conform to CPWD General Specifications for Electrical works, Part-I: Internal, 2013, ~~Part-II: External 1994, HVAC — 2004 & Part IV (Sub-Station) 2013~~ amended to date.

1. 7 Safety Codes and Labour Regulations

- i) In respect of all labour employed directly or indirectly on the work for the performance of contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provision, B.I.S. recommendations, factory act, workman's compensation act, CPWD code and instructions issued from time to time. Failure to provide such safety requirements would make the tenderer liable for penalty for Rs. 200/- for each

violation. In addition the Engineer-in-charge, shall be at liberty to make arrangements and provide facilities as aforesaid and recover the cost from the contractor.

ii) The contractor shall provide necessary barriers, signals and other safety measures while executing the installation or wherever necessary so as to avoid accident. He shall also indemnify CPWD against claims for compensation arising out of negligence in this respect. Contractor shall be liable, in accordance with the Indian law and Regulations for any accident occurring due to any cause. The department shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work. The contractor 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 contractor due to the above provisions thereof.

1.8 Works to be arranged by the department

Unless otherwise specified in the tender documents, the following works shall be arranged by the Department:

i) Space for accommodating all the equipments and components involved in the works. However, arrangement to make it lockable shall be made by contractor himself.

1.9 Works to be done by the contractor

Unless otherwise mentioned in the tender documents, the following works shall be done by the contractor and therefore, their cost shall be deemed to be included in their tendered cost- whether specifically indicated in the schedule of work or not: -

i) Making good all damages caused to the structure during installation and restoring the same to their original finish.

ii) Minor building work necessary for installation of equipments, making opening in the wall/floors/slabs or modifications in the existing openings wherever provided and restoring the same to their original condition/ finish and necessary grouting etc. as required. Opening in the slab/retaining walls/brick wall etc. shall be made by means of core cutting machines only.

iii) Sealing of all floor slab/wall openings provided by the Department or made by the contractor for laying cables from fire safety points of view.

iv) Suspenders, brackets and floor/wall supports for suspending/ supporting cabletray, cables etc., projectors, screens etc.

1.10 Rates

The rate quoted by bidder, shall be firm and inclusive of all taxes (including GST), duties and levies and all charges for packing, forwarding insurance, freight and delivery, installation, testing, commissioning etc. at site including temporary constructional storage, risks, overhead charges, general liabilities/obligation etc.

1.11 Power Supply

i) Unless otherwise specified, 3 Phase, 415 volts, 50 Hz power supply shall be provided by the department free of charge to contractor at one point for installation at site suitable for 5 KW load. Termination switchgears however, shall be provided by the contractor. Further extension if required shall be done by the contractor. For final system commissioning & handing over, power supply of 3 Phase, 415 volts, or 1 Phase, 230 V, 50 Hz as applicable shall be made available in the control room(s) of the respective systems.

ii) The contractor shall not use the power supply for any other purpose than that for which it is intended for. No major fabrication work shall be done at site. Power supply shall be used only

forwelding/ cutting works. Power supply shall be disconnected in case of such defaults and the contractor shall then have to arrange required power supply at his cost.

1.12 Water Supply

The water supply for testing and commissioning of the complete installation shall be made available by the Department free of charge to the contractor.

1.13 Acceptable Makes

The acceptable makes of the various equipments/ components/ accessories have been indicated in "Acceptable Makes" annexed with this document. The bidders shall work out the cost of the offer on this basis. Alternate make/ model is not acceptable

1.14 Machinery/ tools & plant for Erection

All tools and tackles required for unloading/ handling of equipments and materials at site, their assembly, erection, testing and commissioning shall be the responsibility of the contractor.

1.15 Completeness of the Tender, Submission of Programme, Approval of Drawings and commencement of work

i) Completeness of the tender:-

All sundry equipments, fittings, assemblies, accessories, hardware items, foundation blots, supports, termination lugs for electrical connections, cable glands, junction boxes and all other items which are useful and necessary for proper assembly and efficient working of the various equipments 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 or not.

ii) Submission of program:-

Within fifteen days from the date of receipt of the letter of award, the successful tenderer shall submit his program for supply of equipment, installation, testing, commissioning and handing over of the installation to the Engineer-in-charge. This program shall be framed keeping in view the building progress and the milestones fixed in Schedule 'F' Clause-5 of CPWD-8 shall be given priority.

iii) Commencement of Work

The contractor shall commence work as soon as the work is awarded to him.

1.16 Dispatch of Materials to Site and their Safe Custody

The contractor shall dispatch material to site in consultation with the Engineer-in-Charge. Suitable storage space shall be made available free of charge temporarily. The arrangement to make it lockable/secure by means of partitions, locks etc. shall be responsibility of the contractor. Watch and ward however, shall be the responsibility of contractor. Program of dispatch of material shall be framed keeping in view the works progress. Safe custody of all machinery and equipment supplied by the contractor shall be the responsibility of the contractor till final taking over by the department.

1.17 Extent of Work

The work shall comprise of entire labour including supervision and all material necessary to meet a complete installation and such tests and adjustment and commissioning, as may be

required by the department. The term complete installation shall not only mean major items of the systems and equipments covered by the specification but all incidental

sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in detail in the tender documents in connection with this contract. Further, it is clarified that **nothing extra will be paid on account of following works** which are required for completion of work.

1.18 Compliance with Regulations and Indian Standards:

- 1.18.1 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular, the equipment and installation will comply with the following:
- i) Factories Act 1948
 - ii) Indian Electricity Rules 1956
 - iii) B.I.S. & other standards as applicable.
 - iv) Workmen's compensation Act 1923
 - v) Statutory norms prescribed by local bodies like CEA, Power Supply Co., etc.
- 1.18.2 Nothing in this specification 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.
- 1.18.3 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.

1.19 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 contractor shall 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 on account of the above.

1.20 Co-Ordination with other Agencies

The contractor during the execution of the works shall co-ordinate with other agencies associated work with the project and shall work in harmony with them without causing any hindrance or obstruction on the progress of work in any way.

1.21 Mobilization Advance:

No mobilization advance shall be paid for this work.

1.22 Insurance and Storage :

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

1.2 Verification of Correctness of Equipment at Destination:

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

1.24 Quality of Materials and Workmanship

i) The components of the installation shall be such design so as to satisfactorily function under all conditions of operation.

ii) The entire work of manufacture/fabrication, assembly and installation shall conform to sound engineering practice.

All equipments and material to be used in work shall be of approved makes and manufactured in factories of good repute having excellent track record of quality manufacturing, performance and proper after sales service.

iii) All equipments and materials to be used in the work shall be brand new having its date of manufacturing not more than 6 month old from the date of delivery at site with manufacturer's certificates, warrantee cards, technical catalogues, instructions, manuals and wiring diagrams etc.

iv) In order to ensure genuineness of equipments/materials, copy of invoice of each equipments/materials, custom clearance paper in case of imported materials duly authenticated by bidder shall be invariably produce to engineer-in-charge.

1.25 Care of the Building

Care shall be taken by the contractor during execution of the work to avoid damage to the building. Care shall also be taken by the contractor to avoid the damage to any of these existing service/service lines, any part of the building etc. If any damage is caused to any of the existing services/service lines, or any part of the building the same shall be repaired

/ rectified and made functional or restored so its original finish by the contractor immediately at his own expenses failing which the same shall be repaired/ rectified and made functional by department at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final & binding. He shall also remove all unwanted and waste materials arising out of the installation from the site of work from time to time.

1.26 Inspection and Testing**(a) Initial Inspection and testing**

i) Initial inspection of material and equipments at manufacturer's works in India may be done by the Engineer-in-Charge or his representative, if found necessary. For item/ equipment which require initial inspection at manufacturer's works, the contractor will intimate the date of testing of equipments at the manufacturer's works before dispatch. The contractor shall give sufficient advance notice of minimum two weeks regarding the dates proposed for such tests to the department's representative(s) facilitate his presence during testing. The Engineer-in-Charge at his discretion may witness such testing. Equipments will be inspected at the manufacturer/ authorized dealer's premises, before dispatch to the site by the contractor. The manufacturer's works implies the manufacturer of respective items mentioned in the list of acceptable make not the manufacturer's vendors works.

ii) The department also reserves the right to inspect the fabrication job at factory and the successful tenderer has to make arrangements for the same, in case the department desires so.

iii) The materials duly inspected by Engineer-in-Charge or his authorized representative shall be dispatched to site by the contractor.

- iv) Copies of all documents of routine and type test certificates of the equipments carried out at the manufacturer works shall be furnished to Engineer-in-charge and consignee.
- v) No additional payment shall be made to the contractor for initial inspection /testing at the manufacturer's works by the representative of the Engineer-in-Charge. However, the department will bear the expenses of its representative deputed for carrying out initial inspection/testing.

(b) Final Inspection and Testing

Upon completion of work the performance test shall demonstrate the following among other things:

- i) Equipment installed complies with specification in all respects and is of the correct rating for the duty and site conditions.
- ii) All items operate efficiently and effectively to meet the specified requirements as per the warranty /guaranty.
- iii) All circuits are correctly protected /modified as per the site, and protective devices are properly coordinated.
- iv) All non-current carrying metal parts are properly and safely grounded in accordance with the specifications and appropriate codes of practice.
- v) The contractor shall provide all necessary instruments and labour for testing. He shall make adequate records of test procedures and readings and shall repeat any tests requested by the Engineer in charge. Test certificate duly signed by authorized person shall be submitted for scrutiny.
- vi) If it is proved that the installation or part thereof is not satisfactorily carried out then the contractor shall be liable for the rectification and retesting of the same as called for by the Engineer in charge. All tests shall be carried out in the presence of representative of Engineer incharge.
- vii) The above general requirements as to testing shall be read in conjunction with any particular requirements specified elsewhere. All tests shall be carried out by a test house approved by the Engineer in charge.
- viii) The system shall be tested in the presence of Engineer in charge's representative at Supplier's works in accordance with latest prevailing standards and codes. The successful passing of any such tests will not however prejudice the right of Purchaser to reject the system and its accessories, if they do not comply with specifications when erected or perform complete satisfactory operation as intended.

Final Inspection and testing will be done by the Engineer-in-Charge or his representative as per details indicated in relevant section of Technical Specifications.

(c) Safety Measures

All equipments shall incorporate suitable safety provision to ensure safety of the operating personnel at all times. The initial and final inspection reports shall bring out explicitly the safety provisions incorporated in each equipment.

1.28 Guarantee

- i) The contractor shall guarantee the complete system to maintain the specified conditions under all conditions of ambient temperature.
- ii) All equipments shall be guaranteed for a period of 12 months from the date of acceptance and taking over of the installation by the department against unsatisfactory performance and/ or breakdown due to defective design, material, manufacture, workmanship or installation. The equipment or component or any part thereof so found defective during the guarantee period shall be 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 Engineer-in-Charge in this regard shall be final.

1.29 **Taxes and Duties:**

The tender is for entering into item rate works contract. The rates shall be inclusive of all taxes, duties, levies, cess, packing, transportation, handling etc. but excluding **Service tax**. Servicetax (if applicable) shall be paid by the contractor to the concerned department on demand, same shall be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor. Statutory deduction of works contract tax/VAT/sale tax/cess as applicable shall be made at source from each running /final bill payment. A certificate of TDS shall be issued by the department to the contractor. No form "D" or 31/32 shall be issued by department to the tenderer. These must be arranged by the tenderer at his own cost. The tendered rates must be inclusive of all such taxes.

1.30 ***Terms of Payments:***

Following payment terms shall be applicable. i) No advance payment shall be made.

- i) Following percentage of contract rates shall be payable against the stage of work shown herein:

Sl. No.	Stage of Work	
1.	After supply of all networking components like networking switches, racks, cable managers, patch panels, Cat 6 cables and accessories, AV System equipment like computers, interactive display board, stands, mixing consoles, microphones, racks, HDMI cables, speaker cables and accessories to site	70%
2.	On successful completion of installation of above equipment in all respect on pro-rata basis.	20%
3.	On successful testing and commissioning of all above installations	5%
4	On handing over to the department for beneficial use	5%

- ii) Deduction of security deposit from above shall be governed by standard/ relevant clause of the CPWD 7/8.

1.3 ***Documents to be furnished on completion of Installation***

Upon completion and commissioning of entire system the contractor shall submit a draft copy of comprehensive operating instructions, maintenance schedule and log sheets for all systems and equipment included in this contract. This shall be supplementary to manufacturer's operating and maintenance manuals. ~~Upon approval of the draft, the contractor shall submit four (4) complete bound sets of typewritten operating instructions and maintenance manuals; one each for retention by Engineer in charge's site representative or two set for Operating Personnel. These manuals shall also include basis of design, detailed technical data for each piece of equipment as installed, spare parts manual and recommended spares for 15 year period of maintenance of each equipment. These manuals shall include:~~

- i. completion drawings as per para 1.28.3
- ii. Description of the work carried out / installed.
- iii. Operating instructions.
- iv. Maintenance instructions including procedures for preventive maintenance.
- v. Manufacturers technical catalogues of all equipments and accessories.

- vi. Spare parts list.
- vii. Trouble shooting charts.
- viii. Drawings
- ix. Type and routine test certificates of major items.
- x. Operation and maintenance manual of all major equipments, detailing all adjustments, operation and maintenance procedure.

1.32 Training:

Selected personnel of the client/ end user and representation of this office, shall be trained in the operation and routine maintenance of all the equipments installed under this contract for a few times, to make them well acquainted with the system and its major components.

1.33 After Sales Services

The contractor shall ensure adequate and prompt after sales service free of cost during guarantee period, and against payment after guarantee period is over, in the form of maintenance, spares and personal as and when required during normal life span of the equipments and shall minimize the breakdown period. In case of equipment supplied by other manufacturers, the firm shall submit the guarantee from manufacturer for the same before the entire installation is taken over.

ADDITIONAL CONDITIONS FOR CCTV & UPS SYSTEM

1. The work shall be executed as per relevant CPWD upto date General Specifications for HVAC Works – 2017 and CPWD General Specification for Electrical work Part-I 2013 and Electrical Works Part- II (External) -1994, Indian Electricity Rules 1956/2003 as amended up to date, Relevant BIS Specifications as amended up to date.
2. Lowest bidder shall submit along with the performance guarantee after acceptance of tender, an undertaking from the OEM (For CCTV System, UPS) on following:-
 - (i) Authorisation certificate from OEM.
 - (ii) The OEM shall unconditionally support the lowest bidder technically throughout the execution of contract as well for Maintenance / Comprehensive Maintenance Contract for useful life of the system, and
 - (iii) OEM shall provide all spares required for healthy functioning of the equipments for at least seven years from date of supply of equipments.
3. The dealership certificate (Valid for 1 year or above) should be issued not below the rank of Regional Manager/ Partner/ Proprietor or above rank of manufacturer.
4. Warranty Clause: - The firm should stand the warranty for twelve months for water coolers as per OEM offer from the date of Installation whichever is more. The compressor shall have additional warranty of four years/as per OEM offer whichever is more.
5. SPECIFICATION FOR AC units, LAN System, CCTV System and UPS as per BOQ and latest specification
6. The IP based HD CCTV system is designed for continuous surveillance and monitoring.
7. The cameras are chosen as to work in outdoor environment and Indoor environment in Low light Conditions.
8. The data is stored in all in one device from where it is given to various workstations for monitoring and display. The device will be housed inside a secure server rack. It has facility for live monitoring, storing of data, search from past etc.
9. All the cabling is to be done in CAT 6/6a with POE switches for powering the camera and data transmission.
10. The power to the cameras will be given from POE network switches.

11. On site free maintenance shall be provided for the installation for one year after satisfactory completion of work. A certificate in this regard may be issued before releasing the payment.

Acceptable Make of Equipments and Materials for Networking System

S. No.	Brief Description	Make
1	Microphones	AKG/Sennheiser/Shure
2	Power Amplifiers	Bosch/QSC/Crown JBL/Yamaha
3	CAT 5/6 cables	AMP/ Legrand/ Belkin/ Belden
4	Interactive LED display	Samsung / LG / Newline
5	Loudspeakers	Bosch / QSC / Martin Audio
6	Computers	Dell / HP / Lenovo / IBM / Compaq
7	Network switches	Cisco/ Netgear/ Xtreme/ HP/ Juniper
8	Audio mixing consoles	Soundcraft / Bosch / Yamaha /QSC
9	SFP modules, cable managers, patch panels, blanking modules, LIU, patchcords etc.	Compatible with network switch
10	Network racks and accessories	Netrack/ Valrack Legrand/ Tripp Lite /Rittal /Panduit
11	Speaker cables	Belden / Klotz/ Kolite
12	CCTV CAMERA (UL LISTED)	HONEYWELL / PELCO / SONY/ TYCO/ AXIS/ MOBOTIX.
13	ONLINE UPS SYSTEMS	TECHSER / APC / POWER ONE / VRTIV(EMERSON)

Note: For any item not covered in the above list, the contractor shall get the samples approved from the Engineer-in-charge before the supply is made. In case of variation in technical specification of make/model vis-à-vis respective item nomenclature, the technical specifications mentioned in item nomenclature will prevail.

Executive Engineer(E)
CPWD, Mysuru