

GOVERNMENT OF INDIA
OFFICE OF
THE EXECUTIVE ENGINEER (ELECT.)
BHOPAL CENTRAL ELECTRICAL DIVISION
C.P.W.D., BHOPAL



NOTICE INVITING TENDER

| | | |
|-----------------------|----------|---|
| N.I.T. NO. | : | 33/ EE (E)/BCED/2021-22/2ND-CALL |
| NAME OF WORK | : | Providing 50 KWp on grid Solar Photovoltaic Power Plant for census building Bhopal. |
| ESTIMATED COST | : | Rs. 34,63,728/- (Rs. Thirty Four Lakhs Sixty three Thousand Seven Hundred & Twenty Eight Only) |
| TIME ALLOWED | : | 03 Months |

Executive Engineer (E),
Bhopal Cent. Elect. Division,
CPWD, Bhopal

INDEX FOR e-TENDERING

Name of work Providing 50 KWp on grid Solar Photovoltaic Power Plant for census building Bhopal.

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Certified that this Bid documents contains pages **01 TO 44** excluding front and back cover page.

Executive Engineer (E),
Bhopal Cent. Elect. Division,
CPWD, Bhopal

**INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING
FORMING PART OF NIT AND TO BE POSTED ON WEBSITE**

The Executive Engineer(E), Bhopal Central Electrical Division, CPWD, Bhopal (Ph:- 0755-2679301 Fax No.2679300) invites on behalf of president of India invites on line **Percentage rate** tenders from **specialized firms/contractors** in **two bid** system i.e. **pre-qualification & Price Bid** for the following work(s) who fulfill the following P.Q. criteria:-

| Sl. | NI T No | Name of work & Location | Estimated cost put to tender | Earnest Money | Period of Compl- etion | Date of Pre- bid conference | Period of submission /uploading of eligibility and financial bids | Last date and time of submission of bid, original EMD, copy of receipt for deposition of original EMD, and other documents as specified in the press notice. | Time & date of opening of tender |
|-----|--|--|------------------------------|---------------|------------------------|-----------------------------|---|--|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | 44/EE(E)/BCED/2021/ 22-12 ND -CALL/ | Providing 50 KWp on grid Solar Photovoltaic Power Plant for census building Bhopal. | ₹ 34,63,728 /- | N.A | 03 Months | N.A | <u>up to 3.00 PM</u> <u>22.11.2021</u> | <u>up to 12.00 PM</u> <u>on</u> <u>22.11.2021</u> | <u>Up to 03:30 PM</u> <u>on</u> <u>22.11.2021</u> |

1. Contractors who fulfil the following requirement shall be eligible to apply. Joint ventures are not accepted.
 - (A) Specialized Agencies having experience of similar nature work as shown below and they should have documentary proof of having successfully completed works of similar nature during last seven years ending previous day of last date of submission of bids in of following amount.
 - (i) One similar completed works each of value not less than **Rs. 27.70 Lakhs.**
OR
 - (ii) Two similar completed works each of value not less than **Rs. 20.79 Lakhs.**
OR
 - (iii) Three similar completed works each of value not less than **Rs. 13.85 Lakhs.**

Similar Works means Work of: - "Supply, Installation, Testing and commissioning of Solar PV Power Generation System."

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

- i) The specialized agencies should upload documentary proof as mentioned above. The completion certificates clearly indicate (a) the date of completion of work (b) completed value of work. The completion certificate should be signed by an officer not below the rank of Executive Engineer.
- ii) The applications uploaded by the firms without enclosing all the above prescribed documents shall not be considered for evaluating their eligibility criteria.

1. *The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.*
2. Information and Instructions for bidders posted on website shall form part of bid document. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.tenderwizard.com/CPWD or www.cpwd.gov.in or www.eprocure.gov.in free of cost.

~~3. The Contractor can deposit original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. (The EMD document shall only be issued from the place in which the office of receiving division office is situated). The contractor shall obtain the receipt of EMD from the concerned Executive Engineer in the prescribed format uploaded by NIT issuing Executive Engineer. The Bid document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as demand draft /Pay order or Banker's Cheque / Bank Guarantee of any Scheduled Bank towards EMD in favour of respective Executive Engineer, copy of receipt of original EMD and other document specified in the press notice.~~

~~4. But the bid can only be submitted after deposition of original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. (The EMD document shall only be issued from the place in which the office of receiving division office is situated) and uploading the mandatory scanned documents such as Demand Draft or pay order or Banker's Cheque or Deposite at call Receipt or Fixed Deposite Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of Executive Engineer as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer, CPWD and other documents as specified.~~

The Contractors already registered on the e-tendering portal will have option to continue by paying tender processing fee upto one year from the date of registration, or to switch over to (new) registration without tender processing fee any time. All new registrations from 01.04.2015 will be without tender processing fee.

5. 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. The intending bidder must have valid class-III digital signature to submit the bid.
6. 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 receipts of a scheduled bank / demand draft of a scheduled bank (drawn in favour of **Executive Engineer(E), Bhopal Central Electrical Division, CPWD, Bhopal**) shall be scanned and uploaded to the e-tendering website within the period of bid submission.

~~A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lakh, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee of any scheduled Bank **having validity for Six months or more from the last date of receipt of bids** which is to be scanned and uploaded by the intending bidders.~~

Copy of Enlistment / Annually pre-qualified certificate or the work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of bid submission. **However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority.**

6. The bid shall be opened at 3.30 pm on 22.11.2021 .
--*-- **To be filled in by Executive Engineer(E), Bhopal Central Electrical Division, CPWD, Bhopal.**
To be filled as per modified provisions of DG/MAN/299.

8. When tenders are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the tender submitted earlier shall become invalid.

9. 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 tenders are received satisfying the laid down criteria.
10. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures 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).
- 11. Procedure for dealing with ambiguities in rates:-**
 - (i) In item rate tender, intending bidder can quote his rates in figures only, amount of each item and total is generated automatically.
 - (ii) In percentage rate tender, the tendered percentage quoted in figures shall be taken as correct.
 - (iii) In lump sum tenders the amount quoted in figures shall be taken as correct.
12. ~~The Prebid meeting shall be held on 10.2019 at this office up to 12:00 PM~~
13. **Certificate of Financial Turn Over:** At the time of submission of bid contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.

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

1. Work Experience Certificate.
2. Certificate of Financial Turnover from CA.
3. Bank Solvency certificate.
4. Affidavit as per provisions of clause 1.2.3 of CPWD-6.
5. **Valid Electrical Contractor License** Or Undertaking that they will either obtain valid Elect. License at the time of execution of Elect. ~~Work or associate contractors having valid Elect. License of eligible class & region in Composite Category.~~
6. **Certificate of Registration for GST.**

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 uploaded following under taking along with other bid documents.

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

7. **Proforma for Earnest Money Deposit Declaration.**
8. Address with Phone No. and email-ID of bidder.

Executive Engineer (E),
Bhopal Cent. Elect. Division,
CPWD, Bhopal

- 7 While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of tender as notified.
- 8 When tenders are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the tender submitted earlier shall become invalid.
9. ~~Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker`s Cheque or Deposit at Call Receipt or Fixed Deposit receipts of a scheduled bank / demand draft of a scheduled bank (drawn in favour of Executive Engineer(E), Bhopal Central Electrical Division, CPWD, Bhopal) shall be scanned and uploaded to the e-tendering website within the period of bid submission. The original EMD should be deposited either in this office of executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. (The EMD document shall only be issued from the place in which the office of receiving division office is situated). The EMD receiving Executive Engineer shall issued a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT. This receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time.~~
- 9.1 ~~A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lakh, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee of any scheduled Bank having validity for Six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.~~
- 9.2 Copy of Enlistment / Annually pre-qualified certificate or the work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of bid submission. **However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority.**
- 9.3 ~~Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-Tender processing fee with M/s ITI Limited and Earnest Money Deposit and other documents scanned and uploaded are found in order.~~
- 9.4 **The bid Submitted shall be opened at 03.30 PM on 22.11.2021.**
10. The bid submitted shall become invalid if:
- (i) The bidder is found ineligible.
 - (ii) ~~The bidder does not deposite orginal EMD with division office of any Executive Engineer, CPWD (The EMD document shall only be issued from the place in which the office of receiving division office is situated).~~
 - (iii) ~~The bidder does not upload all the documents (including service tax registration / VAT registration / Sales Tax registration) as stipulated in the bid document including the copy of receipt for deposition of original EMD.~~
 - (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority.
 - (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.**

11. (a) 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. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. ~~In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited alongwith bill shall be returned after received the aforesaid performance guarantee.~~
The Contractor whose bid is accepted will also be required to furnish either copy of applicable licenses / registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and programme chart (Time and Progress) within the period specified in Schedule F.
12. Intending Firm/ agencies are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A firm/ agency 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 firm/ agency shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a firm/ agency implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
13. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the firm/ agency shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with firm/ agency is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the firm/ agency shall be bound to perform the same at the rate quoted.
16. The Agency shall not be permitted to tender for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
17. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

18. The bid for the works shall remain open for acceptance for a period of **Seventy Five (75) days** from the date of opening of bid / ~~Ninety days~~ from the date of opening of financial bid in case tenders are invited on 2/3 bid system / ~~One hundred twenty days from the date of opening of technical bid in case bids are invited on 3 bid system for specialised work~~ (strike out as the case may be). If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, **then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.**
19. This notice inviting Tender shall form a part of the contract document. The successful firm/ agency, on acceptance of his tender by the Accepting Authority shall within 03 Months from the stipulated date of start of the work, sign the contract consisting of:-
- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard **C.P.W.D. Form 7** amended / modified upto last date of receipt of tender.
20. In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer(E), Bhopal Central Electrical Division, CPWD, Bhopal 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 firm/ agency shall not be allowed to participate in the re-tendering process of the work.

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

1. Work Experience Certificate.
2. Certificate of Financial Turnover from CA.
3. Bank Solvency certificate.
4. Affidavit as per provisions of clause 1.2.3 of CPWD-6.
5. **Valid Electrical Contractor License** Or Undertaking that they will either obtain valid Elect. License at the time of execution of Elect. ~~Work or associate contractors having valid Elect. License of eligible class & region in Composite Category.~~
6. **Certificate of Registration for GST.**

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 uploaded following under taking along with other bid documents.

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

7. **Proforma for Earnest Money Deposit Declaration.**
8. Address with Phone No. and email-ID of bidder

Executive Engineer (E),
Bhopal Cent. Elect. Division,
CPWD, Bhopal

--*-- To be filled in by Executive Engineer(E), Bhopal Central Electrical Division, CPWD, Bhopal.

INTEGRITY PACT

To,

Sub: NIT No. _____ for the work of **Providing 50 KWp on grid Solar Photovoltaic Power Plant for census building Bhopal.**

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.

Yours faithfully,

Executive Engineer(E)

* To be filled in by Executive Engineer (E) / Bhopal Central Electrical Division / CPWD / Bhopal.

To,

The Executive Engineer,

Sub:Submission of Tender for the work of **Providing 50 KWp on grid Solar Photovoltaic Power Plant for census building Bhopal.**

Dear Sir,

I / We acknowledge that CPWD is committed to follow the principles thereof enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CPWD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, CPWD shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

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

BETWEEN

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

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

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

AND

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

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

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

Preamble

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

(Name of work)

hereinafter referred to as the “**Contract**”.

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

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

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

Article 1: Commitment of the Principal / Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal / Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s) / Contractor(s) commit 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.
 - d) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract
- 3) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 4) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
 - 5) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his / her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

2) Forfeiture of EMD/Performance Guarantee/Security Deposit:

If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / Contractor.

- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holding 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 03 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 board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation** there of shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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

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

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. (Signature, name and address)

2. (Signature, name and address)

Place: -

Dated: -

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

Percentage Rate Tender & Contract for Works

Tender for the work of: -

Providing 50 KWp on grid Solar Photovoltaic Power Plant for census building Bhopal.

- (i) E-tenders to be submitted by 15.00 hours on 22.11.2021 to the Executive Engineer (Elect.), Bhopal Central Electrical Division, CPWD, Bhopal.
- (ii) E-tenders to be opened at 15.30 hours on 22.11.2021 in the office of the Executive Engineer (Elect.), Bhopal Central Electrical Division, CPWD, Bhopal.

Issued to**e-tender**.....

Signature of officer issuing the documents

Designation Executive Engineer (Elect.), Bhopal Central Electrical Division, CPWD, Bhopal.

Date of Issue

- (i) E-tenders to be submitted by 15.00 hours on _____ to the Executive Engineer (Elect.), Bhopal Central Electrical Division, CPWD, Bhopal.
- (ii) E-tenders to be opened at 15.30 hours on _____ in the office of the Executive Engineer (Elect.), Bhopal Central Electrical Division, CPWD, Bhopal.

Issued to

Signature of officer issuing the documents

Designation Executive Engineer (Elect.), Bhopal Central Electrical Division, CPWD, Bhopal.

Date of Issue

निविदा T E N D E R

मैंने/हमने कार्य के लिए निविदा आमंत्रण सूचना, अनुसूची क,ख,ग,घ, ड., और च. लागू विनिर्देश, नक्शे एवं डिजाइन, सामान्य नियम एवं निर्देश, ठेके के उपबंध, विशिष्ट शर्तों, दर अनुसूची एवं अन्य कागजात तथा ठेके की शर्तों में दिए गए नियम तथा निविदा कागजात में उल्लिखित अन्य बातों को पढ़ व जांच लिया है।

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

मैं/हम, एतद्वारा भारत के राष्ट्रपति के लिए अनुसूची 'च' में विनिर्दिष्ट समय के भीतर विनिर्दिष्ट कार्य, यथा-मात्राओं की अनुसूची तथा सभी संबंधित विनिर्देशों, डिजाइनों, नक्शों के अनुरूप तथा सामान्य नियमावली के नियम-1 और ठेके की शर्तों के खंड-11 में उल्लिखित लिखित अनुदेशों एवं ऐसी सामग्रियों, जो प्रदान की जाती है और उसके संबंध में, ऐसी शर्तें जो लागू हों, के अनुरूप निष्पादन हेतु निविदा देता हूँ/देते हैं ।

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

We agree to keep the tender open for **Seventy Five (75) days** from the due date of opening of financial bid and not to make any modification in its terms and conditions.

~~₹ 17,701/-~~ की धनराशि, धरोहर राशि के रूप में ट्रेजरी चालान रसीद/अनुसूचित बैंक की मांग जमा रसीद/ अनुसूचित बैंक की सावधी जमा रसीद /अनुसूचित बैंक का डिमांड ड्राफ्ट/ अनुसूचित बैंक द्वारा जारी बैंक गारंटी के रूप में इसके साथ भेजी जा रही है। यदि मैं / हम निर्धारित निष्पादन गारंटी को निर्धारित समय अवधि में प्रस्तुत करने में असफल रहते हैं तो मैं/ हम यह मंजूर करते हैं कि भारत के उक्त राष्ट्रपति या उनके कार्यालय के उल्लेखिकारी किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि जब्त करने के लिए पूर्णतया स्वतंत्र होंगे। इसके अलावा, यदि मैं/हम विनिर्दिष्ट कार्य प्रारंभ करने में असफल रहते हैं तो मैं/ हम यह मंजूर करते हैं कि भारत के राष्ट्रपति या उनके कार्यालय के उल्लेखिकारी कानून में उपलब्ध किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि, तथा निष्पादन गारंटी जब्त करने के लिए पूर्णतया स्वतंत्र होंगे अन्यथा उक्त धरोहर राशि निविदा कामजात के अनुसार उसमें निहित शर्तों व निबंधनों के अनुसार कार्यों के निष्पादन एवं आविष्ट विचलनों को अनुसूची 'ब' में बर्णित प्रतिशत से अधिक व निविदा प्रपत्र के खण्डों 12.2 व 12.3 में निहित प्रावधानों के अनुसार निश्चित की जाने वाली दरों पर उस सीमा से अधिक के विचलनों के करने के लिए उनके द्वारा प्रतिभूति निवेश के रूप में सेक दी जाएगी। इसके अतिरिक्त मैं/हम सहमत हैं कि बयाना राशि या बयाना राशि तथा उपर्युक्त निष्पादन गारंटी जब्त हो जाने के मामले में मुझे/हमें कार्य की पुनः निविदा प्रक्रिया में भाग लेने से सेक दिया जाएगा।

A sum of ~~₹ 17,701/-~~ is hereby forwarded in Multiple Treasury Challan or Demand Draft or Pay order or nker's Cheque or Deposit at Call Receipt / Fixed Deposit receipts of a scheduled bank / demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence 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 forfeit the said earnest money and the performance guarantee absolutely. The said Performance Gurantee 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 and 12.3 of the tender form. **Futher, I/we agree that in case of forfeiture of earnest money or both earnest money and performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.**

I/We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back to back basis. Further that, if such aviolation comes to the notice of Department, then I/We shall be debarred for tendering in CPWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, The Engineer – in – Charge shall be free to forfeit the entire amount of ~~Earnest Money Deposit / Performance Guarantee.~~

मैं/हम एतद्वारा घोषणा करते हैं कि मैं/हम निविदा कागजातों, नक्शों और कार्य से संबंधित अन्य अभिलेखों को गुप्त/गोपनीय कागजात के रूप में रखेंगे और उनसे प्राप्त/ली गई जानकारी किसी अन्य को, जिन्हें मैं/हम सूचित करने के लिए प्राधिकृत हो, से भिन्न किसी को, नहीं बताएंगे या जानकारी को किसी ऐसे रूप में प्रयोग नहीं करेंगे जो राज्य की सुरक्षा के लिए प्रतिकूल हो।

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

तारीख Dated #.....

टेकेदार के हस्ताक्षर Signature of Contractor#

डाक का पता Postal Address#

साक्षी Witness : #

पता Address: #

उपजीविका Occupation : #

To be filled in by the contractor/witness as applicable

स्वीकृति ACCEPTANCE

मैं भारत के राष्ट्रपति की ओर से तथा उनके लिए ₹ (रूपए) की राशि के लिए उपर्युक्त निविदा (अधोलिखित पत्रों के अनुसार परिवर्तित) स्वीकार करता हूँ।

The above tender (as modified vide letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of ₹. _____ *

(Rupees _____ *)

नीचे दिए गए पत्र इस ठेका करार का हिस्सा होंगे।

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

- a) *
- b) *
- c) *

भारत के राष्ट्रपति की ओर से तथा उनके लिए
For & on behalf of the President of India.

हस्ताक्षर Signature

तारीख Dated *

पदनाम Designation

* To be filled in by Executive Engineer (E)/ Bhopal Central Electrical Division / CPWD / Bhopal.

अनुसूचियां SCHEDULES

अनुसूची 'क' SCHEDULE 'A'

मात्राओं की अनुसूची (संलग्न)

Schedule of quantities (Enclosed) As per schedule of work attached.

अनुसूची 'ख' SCHEDULE 'B'

टेकेदार की निर्गत की जाने वाली सामग्रियों की अनुसूची

Schedule of materials to be issued to the contractor.

| क्रम. सं. S.No. | मद विवरण Description of item | मात्रा Quantity | जिस दर पर सामग्रियां टेकेदार को प्रभारित होगी वह दर अंकों एवं शब्दों में Rates in figures & words at which the material will be charged to the contractor | निर्गत स्थान Place of Issue |
|--------------------|---------------------------------|--------------------|--|--------------------------------|
| 1 | 2 | 3 | 4 | 5 |
| NIL | | | | |

अनुसूची 'ग' SCHEDULE 'C'

टेकेदार को भाड़े पर दिए जाने वाले औजार एवं संयंत्र

Tools and plants to be hired to the contractor

| क्रम सं. Sl. No. | विवरण Description | भाड़ा प्रभार प्रतिदिन Hire charges per day | निर्गत स्थान Place of Issue |
|---------------------|----------------------|---|--------------------------------|
| 1 | 2 | 3 | 4 |
| NIL | | | |

अनुसूची 'घ' SCHEDULE 'D'

कार्य के लिए विशेष अपेक्षाएं/दस्तावेज, यदि कोई हों, की अतिरिक्त अनुसूची

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

As per additional condition & specification attached.

अनुसूची (ड) SCHEDULE 'E'

ठेके की सामान्य शर्तों का संदर्भ
Reference to General Conditions of contract

कार्य का नाम Name of work : **Providing 50 KWp on grid Solar Photovoltaic Power Plant for census building Bhopal.**

General conditions of contract for CPWD works
2020 (Construction Work) as amended upto date

कार्य की अनुमानित लागत Estimated cost of work

Cost : ₹ 34,63,728/-

(i) निष्पादन गारंटी Performance guarantee :

3% of tendered value. निविदित मूल्य का 3 प्रतिशत

(ii) प्रतिभूति निक्षेप: Security Deposit:

2.5% of tendered value

OR

2.5% of tendered value plus 50% of performance guarantee for contract, involving maintenance of the building and services / other work after construction of same building and services / other work.

अनुसूची 'च' SCHEDULE 'F'

सामान्य नियम एवं दिशानिर्देश:

General Rules & Directions:

निविदा आमंत्रण करने वाला प्राधिकारी

Officer inviting tender -

**EE(E)/ Bhopal Central Electrical Division
CPWD Bhopal.**

कार्य की मर्दों की मात्रा के लिए अधिकतम प्रतिशत जिससे अधिक निष्पादित मर्दों के लिए दरों का निर्धारण खण्ड 12.2 और 12.3 के अनुसार होगा

निम्नानुसार

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

see below

Definitions:

2(v) भारसाधक इंजीनियर
Engineer-in-Charge

**EE(E)/ Bhopal Central Electrical Division
CPWD Bhopal.**

2(viii) स्वीकार कर्ता प्राधिकारी
Accepting Authority

**EE(E)/ Bhopal Central Electrical Division
CPWD Bhopal.**

2(x) अतिरिक्त और लाभों को पूरा करने के लिए श्रम एवं सामग्रियों की लागत पर प्रतिशतता
Percentage on cost of materials and labour to cover all overheads and profits.

15% (Fifteen per cent)

2(xi) दरों की मानक अनुसूची
Standard schedule of Rates

Delhi Schedule of rate 2018 for internal electrical works with correction slips issued upto date of receipt of tender.

2(xii) विभाग
Department

Central Public Works Department

9(ii) मानक के.लो.नि.वि. ठेका फार्म
Standard CPWD contract Form

CPWD form 7 (Print edition -2010) as modified & corrected upto DGW/CON/ 277

खण्ड Clause 1

- (i) स्वीकृति पत्र जारी होने की तारीख से निष्पादन गारंटी के प्रस्तुतीकरण के लिए अनुमत समय
Time allowed for submission of performance guarantee **Programme Chart (Time and Progress) and applicable Labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof** from the date of issue of letter of acceptance : 07 days
- (ii) (उपर्युक्त i) में दी गई अवधि के पश्चात् अधिकतम अनुमेय एक्सटेंशन
Maximum allowable extension with late fee @ 0.10% per day of performance guarantee amount beyond the period as provided in (i) above : 03 days

खण्ड Clause 2

खण्ड 2 के तहत प्रतिकार निश्चित करने वाला प्राधिकारी
Authority for fixing compensation under clause 2

**Chief Engineer (Bhopal)
CPWD, Bhopal.**

खण्ड Clause 2A

क्या खण्ड 2 क लागू होगा
Whether clause 2A shall be applicable

No

खण्ड Clause 5

कार्य आरंभ की तारीख की गणना के लिए स्वीकृति पत्र के जारी होने की तारीख से दिनों की संख्या
No. of days from the date of issue of letter of acceptance for reckoning date of start

10 days.

लक्ष्य नीचे दी गई सारणी के अनुसार
Milestone(s) : - as per Table given below

लक्ष्य (मील-पत्थर) सारणी

Table of milestone(s)

| S No | Description of Milestone (Physical) | Time allowed in days (From date of start) | Amount to be withheld in case of non-achievement of milestone |
|------|-------------------------------------|---|---|
| 1. | 1/3 | 1 Month | 1.5% |
| 2. | 2/3 | 2 Months | 1.5% |
| 3. | Full | 3 Months | 2.0% |
| | | | |

कार्य निष्पादित करने के लिए अनुमत्य समय
Time allowed for execution of work
Authority to decide

03(Three) Months

(i) Extension of Time

**EE(E)/ Bhopal Central Electrical Division
CPWD Bhopal.**

(ii) Rescheduling of mile stones

**EE(E)/ Bhopal Central Electrical Division
CPWD Bhopal.**

(iii) Shifting of date of start in case of Delay in handing over of site

**EE(E)/ Bhopal Central Electrical Division
CPWD Bhopal**

खण्ड Clause 6, 6A

खंड लागू-(6 या 6 क) Clause a ppplicable

6 A**खण्ड Clause 7**

अंतरिम भुगतान के लिए पात्र होने के लिए अंतिम ऐसे भुगतान के बाद कुल भुगतान एकत्रित सामग्रियों के अग्रिमों के समायोजन सहित किया जाने वाला कुल कार्य
Gross work to be done together with net payment/adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment.

Rs. 11.50 Lakhs**Clause 7 (A) Whether Clause 7A shall be applicable****Yes / No****खण्ड 10 क Clause10A**

कार्यस्थल प्रयोगशाला में टेकेदार द्वारा उपलब्ध कराये जाने परीक्षण उपकरण की सूची

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

All equipments & tools for carring out the routeen test of E&M equipments at site.**खण्ड Clause10B(ii)**

क्या खण्ड 10 ख (ii) लागू होगा

Whether clause 10B (ii) shall be applicable

No**खण्डClause10C**

Component of labour expressed as
 Percent of value of work

25%**खण्डClause10CA**

| Material covered under this clause | Nearest materials (Other than cement, reinforcement bars and structural steel) for which All India Whole Sale Price Index is to be followed. | Base Price of all materials covered under clause 10 CA * |
|------------------------------------|--|--|
|NIL..... | | |

खण्डClause10CC

खण्ड 10 गग उन संविदाओं पर लागू होगा जिसमें कार्य समापन की अवधि, अगले कालम में दर्शाई गई अवधि से अधिक अनुबंधित है।

Clause 10CC to be applicable in contracts with sipulated period of compensation exceeding the period shown in next column

: Not applicable**खण्ड Clause 11**

कार्य निष्पादन के लिए अनुपालन
 Specifications to be followed for execution of work

CPWD specification for electrical works
 Part-I (Internal) 2013,Part-II (external) 1994
 as amended upto date of receipt of tender

खण्ड Clause 12 Authority to decide deviation upto 1.5 times of tendered amount**Chief Engineer (Bhopal) CPWD, Bhopal**

Type of Work

Original Work

12.2 & 12.3

विचलन सीमा जिसके परे खण्ड 12.2 तथा 12.3 भवन निर्माण कार्य के लिए लागू होंगे

Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work (Other than foundation)

100%

12.5

(i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except earth work)
 (ii) Deviation limit for items in earth work subhead of DSR or related items

N.A.**N.A.**

खण्ड Clause 16

घटी हुई दरे निर्धारित करने की लिए सक्षम प्राधिकारी
Competent Authority for deciding
reduced rates

Chief Engineer (Bhopal) CPWD, Bhopal.

खण्ड Clause 18

कार्यस्थल पर ठेकेदार द्वारा लगाये जाने वाली अनिवार्य
मशीनरी औजार एवं सयंत्रों की सूची :-

List of mandatory machines, tools and
Plants to be deployed by the contractor at site

**All tools & plants as required to carry out
The electrical work.**

खण्ड Clause 25 Place of Arbitration :- To be decided by Competent authority at the time of appointment of Arbitration .

| | |
|------------------|---|
| Chairman | Chief Engineer, (WZ-II), CPWD, Nagapur |
| Member Secretary | SE (C), O/o ADG, Region Bhopal |
| Member | Project Manager, Nagpur |
| Presenting Offer | EE(E) (Incharge of Work) BCED, CPWD, Bhopal |

For Total Claim upto Rs. 25.00 Lakhs

| | |
|--------------------|--|
| Designation | Constitution of Dispute Redressal Committee (DRC) |
| Chairman | SE (C), O/o ADG, Region Bhopal |
| Member | Executive Engineer (C), O/o ADG, Region Bhopal |
| Member | Executive Engineer, BCD-II |
| Presenting Offer | EE(E) (Incharge of Work) BCED, CPWD, Bhopal |

खण्ड Clause 31

Whether clause 31 shall be applicable

Yes

खण्ड Clause 36(i)

“Requirement of Technical Representative(s) and Recovery Rate

| S. No. | Minimum Qualification of Technical Representative | Discipline | Designation(Principal Technical representative | Minimum Experience | Number | Rate at which recover shall be made from the contractor in the event of not fulfilling provision of clauses 36(i) | |
|--------|---|--------------|---|--------------------|--------|---|----------------------------|
| | | | | | | Figure | Words |
| 1. | Diploma Engineer | Elect./Mech. | Technical representative | 5 year | 1 | Rs. 15000/- P.M. | Fifteen Thousand Per Month |

खण्ड Clause 42(NOT APPLICABLE IN ELECTRICAL WORKS)

- I) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2014 printed by C.P.W.D.with correction slips issued up to date of receipt of tender.
- II) Variations permissible on theoretical quantities.
- a) Cement for works with estimated cost put to tender not more than Rs. 5 lakhs Not Applicable
for works with estimated cost put to tender more than Rs. 5 lakhs 2 % plus/minus.
- b) Bitumen for all works 2.5% plus only & Nil on minus side.
- c) Steel Reinforcement and structural steel sections for each diameter, section and category. 2% plus/minus
- d) All other materials Nil.

अनुमत्य विचलन से अधिक की मात्राओं के लिए वसूली दरें

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

| क्रम सं. SI No. | मद विवरण Description of item | अंको और शब्दों में वह दर जिस पर ठेकेदार से वसूली की जाएगी Rates in figures and words at which recovery shall be made from the Contractor |
|-----------------|---------------------------------|---|
| | | अनुमत्य विचलन से अधिक आधिक्य Excess beyond permissible variation |
| | | अनुमत्य विचलन से अधिक उपयोग घटाया Less use beyond the permissible variation |

NA

Executive Engineer(E)
Bhopal Central Elect. Divn,
Central P.W.D., Bhopal

Proforma For Earnest Money Deposit Declaration

Whereas, I/we..... (name of agency)..... have submitted bids for (name of work).....

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)