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Name of Work : Maintenance & Operation of E&M Services at Thyagraj Sports Complex, New Delhi.(SH: Operation & Running Maintenance of 1 MWp Solar Photo Voltaic Power Plant).

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**Assistant Engineer(E)P
South East, PWD,New Delhi**

**Executive Engineer(E)
South East, PWD,New Delhi**

GOVERNMENT OF NCT, DELHI
PUBLIC WORKS DEPARTMENT
INFORMATION & INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PART OF
BID DOCUMENT & TO BE POSTED ON WEBSITE

The Executive Engineer(E), PWD EMD South East, Thyagraj Stadium, Thyagraj Nagar, New Delhi-110003, (**e-mail-eeepwddelhim452@gmail.com**) invites online percentage rate e- tender on behalf of the President of India from:-

Approved & Eligible CPWD Composite Category Contractors

OR

Those of appropriate list of MES, BSNL & other state Govt. Department dealing with building & road & other experienced contractors who satisfy the criteria of execution of similar work. The contractor who have successfully completed works during last Seven Years ending previous day of last date of submission of tender, Three Nos. Similar Works each of value not less than 40% of estimated cost i.e. Rs. 4.89 Lac put to tender or Two Nos. Similar Works each of value not less than 60% of estimated cost i.e. Rs. 7.34 Lac put to tender or One No. Similar Work of value not less than 80% of the estimated cost i.e. Rs. 9.79 Lac put to tender.

Similar Work Means: - “Operation & Running Maintenance of 1 MWp Solar Photo Voltaic Power Plant”

The value of work done will be brought to current level by enhancing the value of work done @ 7% simple interest.

S.No.	NIT No.	Name of work & Location	Estimated cost put to bid	Earnest Money	Period of Completion	Last date and time of submission of bid, Original EMD, Copy of receipt for deposition of original EMD & other documents as specified in the press notice.	Time and date of opening of eligibility documents	Time & date of opening of Price Bid
1	2	3	4	5	6	7	8	9
1	77/EE(E)/EMD South East/PWD/2021-22	Maintenance & Operation of E&M Services at Thyagraj Sports Complex, New Delhi.(SH: Operation & Running Maintenance of 1 MWp Solar Photo Voltaic Power Plant).	Rs. 12,23,544/-	Rs. 24,471/-	12 Months	02.12.2021 Upto 3.00 PM	02.12.2021 at 3.30 PM	Shall be decided later

- 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.
- Information and instruction for bidders posted on website shall form part of bid documents.
- The Bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied

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with and other necessary documents can be seen and downloaded from website <https://govtprocurement.delhi.gov.in> at ID No. 2021 PWD 211652_1 free of cost.

4. But the bid can only be submitted after deposition of original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer **PWD Delhi** within period of bid submission. **(The EMD document shall only be issued from the place in which the office of receiving division office is situated)** and uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts of any Scheduled Bank towards EMD in favour of **Executive Engineer (E) PWD EMD M-452, New Delhi, as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer, PWD Delhi** and other documents as specified.
5. Those contractors not registered on the website mentioned above, are required to get registered before and if needed they can be imparted training on online bidding process as per details available on the website.
6. The intending bidder must have valid digital signature to submit the bid.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Contractor can upload documents in the form of JPG format and PDF format.
9. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink color 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".
10. 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. 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.
12. Conditional tender shall not be accepted.

List of Documents to be scanned & uploaded within the period of bid submission failing which the bids shall be rejected:

- i) Treasury Challan /Demand Draft/Pay order or Banker's Cheque /Deposit at Call Receipt / Fixed Deposit receipt of any Scheduled Bank against EMD. **(Only for Non Registered Contractors)**
- ii) Copy of receipt for deposition of original EMD issued from division office of any Executive Engineer, PWD Delhi (The EMD document shall be issued from the place in which the office of receiving division office is situated.) **(Only for Non Registered Contractors)**
- iii) Duly filled Earnest Money Deposit Declaration Form to be given on Ten Rupees Non-Judicial Stamp Paper duly Notarized (Page 15) **(Only for CPWD Registered Contractors)**
- iv) Copy of CPWD Enlistment Order Enlisted in Composite Category **(for Registered Contractor)**.
- v) Copy of Completion Certificates of Similar Works.(Issued by EE(E) or equivalent rank)**(Only for Non-Registered Contractor)**.
- vi) Copy of Latest GST Return Filed.
- vii) Copy of Valid Electrical Contractor License.
- viii) Copy of Registration of ESI & EPF.

कार्यपालक अभियंता(वै०)
दक्षिण पूर्व,लो०नि०वि०,नई दिल्ली

**Prescribed Format of Receipt of Deposition of Original EMD alongwith
NIT**

Receipt of Deposition of Original EMD

(Receipt No...../Date.....)

1. Name of Work:-**Maintenance & Operation of E&M Services at Thyagraj Sports Complex, New Delhi.(SH:- Operation & Running Maintenance of 1 MWp Solar Photo Voltaic Power Plant).**
2. NIT No.:- **77/EE(E)/EMD South East/PWD/2021-22**
3. Estimated Cost:- **Rs. 12,23,544/-**
4. Amount of Earnest Money Deposit: - **Rs. 24,471/-**
5. Last date of Submission of Bid:- **02.12.2021.**
6. Tender I.D.:- 2021_PWD_211652_1.

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

Signature, Name and Designation of EMD
Receiving Officer(EE/AE(P)/AE/AAO
alongwith Office Stamp

(# To be filled by EMD Receiving EE or NIT Issuing EE/AE as the case may be)

GOVT. OF NCT DELHI
PUBLIC WORKS DEPARTMENT
NOTICE INVITING E-Tender

1. The Executive Engineer(E), PWD EMD South East, Thyagraj Stadium, Thyagraj Nagar, New Delhi-110003, (**e-mail-eeepwddelhim452@gmail.com**) invites online percentage rate e- tender on behalf of the President of India from:-

Approved & Eligible CPWD Composite Category Contractors.

OR

Those of appropriate list of MES, BSNL & other state Govt. Department dealing with building & road & other experienced contractors who satisfy the criteria of execution of similar work. The contractor who have successfully completed works during last Seven Years ending previous day of last date of submission of tender, **Three Nos.** Similar Works each of value not less than 40% of estimated cost i.e. Rs. 4.89 Lac put to tender or **Two Nos.** Similar Works each of value not less than 60% of estimated cost i.e. Rs. 7.34 Lac put to tender or **One No.** Similar Work of value not less than 80% of the estimated cost i.e. Rs. 9.79 Lac put to tender.

Similar Work Means:- "Operation & Running Maintenance of 1 MWp Solar Photo Voltaic Power Plant".

The value of work done will be brought to current level by enhancing the value of work done @ 7% simple interest.

For the Work of " Maintenance & Operation of E&M Services at Thyagraj Sports Complex, New Delhi.(SH: Operation & Running Maintenance of 1 MWp Solar Photo Voltaic Power Plant)".

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

- a) The work is estimated to cost **Rs. 12,23,544/-** This estimate, however, is given merely as a rough guide.
 - b) ~~Civil & other Contractors enlisted with CPWD in appropriate composite category will be allowed to participate in tendering process by giving a copy of under taking that they will either obtain Valid Electrical Licenses at the time execution of electrical work or associates contractors having Valid Electrical license of eligible class.~~
2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 8 (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 **(12) Twelve Months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
 4. The site for the work is available.

OR

~~The site for the work shall be made available in parts as specified below :-~~

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 the website.
6. After submission of the bid the contractor can 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 rates of one or more item(s) any number of times (he need not enter rate of all the items) but before last time and date of submission of bid as notified.

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8. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
9. Earnest Money in the form of Treasury Challan or Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favor of **Executive Engineer (E) PWD EMD M-452, New Delhi**) shall be scanned and uploaded to the e-Bidding 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(i/c NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by bid INVITING EE in the NIT.

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

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

Copy of Enlistment order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Bidding 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 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 bid submitted shall be opened at **3:30 PM on 02.12.2021**.

10. The bid submitted shall become invalid if:-
 - (i) The bidders is found ineligible.
 - (ii) The bidders does not deposit original EMD with division office of any Executive Engineer, CPWD.
 - (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 or 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 bidder in the office of bid opening authority.
11. The Contractor whose tender is accepted will be required to furnish performance guarantee of 3% (Three percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/ Banker's Cheque of any scheduled bank/Demand draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited alongwith the bid shall be returned after receiving the aforesaid performance guarantee.
The Contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board **including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub contractors, if any engaged by the contractor for the said work** and Programme Chart (Time & Progress) within the period specified in Schedule F.
12. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be

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- 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 from the contract documents. Submission of a bid by a bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
13. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
 14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable 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 bid and the bidders shall be bound to perform the same at the rate quoted.
 16. The contractor shall not be permitted to bid for works in the CPWD Circle (Division in case of contractors of Horticulture/ Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette 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 bids for the works shall remain open for acceptance for a period of **Thirty (30)** days from the date of opening of Financial Bid.
 1. If any tenderer withdraws his tender or makes any modification in the terms and conditions of the tender which is not acceptable to the department within 7 days, after last date of submission of bids, then the government shall without prejudice to any other right or remedy be at liberty to forfeit 50% of the earnest money absolutely irrespective of the letter of acceptance or not.
 2. If any tenderer withdraws his tender or makes any modification in the terms and conditions of the tender which is not acceptable to the department after the expiry of 7 days, after last date of submission of bids, then the government shall without prejudice to any other right or remedy be at liberty to forfeit 100% of the earnest money absolutely irrespective of the letter of acceptance or not.
 3. In case of forfeiture of earnest money as prescribed in para (i) and (ii) above the bidders shall not be allowed to participate in the rebidding process of the same work.
 19. This notice inviting bid shall form a part of the contract document. The successful bidder/ contractor, on acceptance of his bid by the accepting authority shall remain 15 days from the stipulated date of start of the work, sign the contract consisting of:
 - a) The Notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard CPWD Form 7/8 or other standard CPWD Form as mentioned.

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

- i) Treasury Challan /Demand Draft/Pay order or Banker's Cheque /Deposit at Call Receipt / Fixed Deposit receipt of any Scheduled Bank against EMD. **(Only for Non Registered Contractors)**
- ii) Copy of receipt for deposition of original EMD issued from division office of any Executive Engineer, PWD Delhi (The EMD document shall be issued from the place in which the office of receiving division office is situated.) **(Only for Non Registered Contractors)**
- iii) Duly filled Earnest Money Deposit Declaration Form to be given on Ten Rupees Non-Judicial Stamp Paper duly Notarized (Page 15) **(Only for CPWD Registered Contractors).**
- iv) Copy of CPWD Enlistment Order Enlisted in Composite Category **(for Registered Contractor).**
- v) Copy of Completion Certificates of Similar Works.(Issued by EE(E) or equivalent rank)**(Only for Non-Registered Contractor).**
- vi) Copy of Latest GST Return Filed.
- vii) Copy of Valid Electrical Contractor License.
- viii) Copy of Registration of ESI & EPF.

Tender I.D.:- 2021_PWD_211652_1.

लोक निर्माण विभाग (दिल्ली प्रशासन)

पत्र सं० 54(77)कार्य०अभि०(वै०)/वै०अनु०मं०दक्षिण पूर्व/लो०नि०वि०/2021-22/..... दिनांक:-.....

प्रतिलिपि :-

- 1 अधीक्षण अभियंता, लो०नि०वि०, दक्षिण पूर्व(एम),दि०स०,मथुरा रोड़, सुखदेव विहार, नई दिल्ली
- 2 सहायक अभियंता(वै०),लो०नि०वि० वै०अनु०उपमंडल दक्षिण पूर्व-I, त्यागराज स्टेडियम, नई दिल्ली।
- 3 रोकडिया, लो०नि०वि० वै०अनु०मंडल दक्षिण पूर्व, नई दिल्ली।
- 4 सूचना पट्ट, वै०अनु०मंडल,दक्षिण पूर्व।
- 5 करारनामा।

कार्यपालक अभियंता(वै०)
दक्षिण पूर्व ,लो०नि०वि०,नई दिल्ली

GOVT. OF NCT DELHI
PUBLIC WORKS DEPARTMENT

STATE: - DELHI

CIRCLE: - South East

BRANCH: - E&M

DIVISION: - South East

ZONE:- South(M)

SUB-DIVISION - I

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

(A) Tender for the Work of:-

**Maintenance & Operation of E&M Services at Thyagraj Sports Complex, New Delhi.
(SH:- Operation & Running Maintenance of 1 MWp Solar Photo Voltaic Power Plant)**

- (i) To be submitted by (time) **3.00 PM** hours on (date) **02.12.2021** to **Executive Engineer(E) PWD EMD South East , New Delhi.**
- (ii) To be opened in presence of tenderers who may be present at **3.30 PM** hours on **02.12.2021** in the office of **Executive Engineer(E) PWD EMD South East , New Delhi.**

Issued to: - M/s..... NIT.....(Contractor)**

Signature of officer issuing the documents **Executive Engineer(E) PWD EMD South East, New Delhi.**

Date of Issue:**

.....** to be filled by EE

TENDER

I/We have read and examined the notice inviting tender, schedule A,B,C,D,E & F, applicable specifications, 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 condition 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, design, 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.

I/We agree to keep the tender open for **Thirty (30) Days** from the last date of receipt of Financial Bids and not to make any modification in its terms & conditions.

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A sum of **Rs. 24,471/-** has been deposited 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 of a scheduled bank as earnest money. **If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that 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 performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money or Performance guarantee as aforesaid. I / We shall be debarred for participation in the re-tendering process of the work.**

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

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

Dated*

Witness :
Address:
Occupation:

Signature of Contractor
Postal Address *

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 letter referred to below shall form part of this agreement:-

- i)
- ii)
- iii)

For & on behalf of the President of India
Signature.....**
Designation: **Executive Engineer (E)**
PWD South East,
Thyagraj Stadium,
New Delhi.

Dated**

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SCHEDULES

SCHEDULE 'A'

Schedule of quantities (Enclosed)

As per Schedule of work enclosed.

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General conditions of contract:- **G.C.C. 2020 Maintenance Work.**

Name of Work:- Maintenance & Operation of E&M Services at Thyagraj Sports Complex, New Delhi.(SH: Operation & Running Maintenance of 1 MWp Solar Photo Voltaic Power Plant).

- | | | | |
|------|------------------------------|---|--|
| i) | Estimate cost of Work | : | Rs.12,23,544/- |
| ii) | Earnest Money | : | Rs. 24,471/- (to be returned after receiving performance guarantee) |
| iii) | Performance Guarantee | : | 3% of tendered value (As per OM DG/CON/Misc./14) |
| iv) | Security Deposit | : | 2.5% of the bided value |

SCHEDULE 'F'

GENERAL RULES AND DIRECTIONS:

Officer Inviting Bid

**Executive Engineer (E)
PWD EMD South East
New Delhi - 110003**

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 (i) Engineer-in-Charge

**Executive Engineer (E)
PWD EMD South East
New Delhi - 110003
Executive Engineer (E)
PWD EMD South East**

2(ii) Accepting Authority

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

**15%
Market Rate
PWD (NCTD)**

2(iv) Standard Schedule of Rates

2(v) Department

9(vi) Standard CPWD contract Form

CPWD form 7, as modified & corrected upto date

Clause 1

- iv) Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) And Applicable Labour License, Registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance

7 Days

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- v) Maximum allowable extension **with late fee @ 0.1% per day of Performance Guarantee amount** beyond the period provided in (i) above

3 Days

Clause 2

Authority for fixing compensation under clause 2.

Superintending Engineer
PWD Circle South East(M-42)

Clause 2A

Whether Clause 2A shall be applicable

N.A.

Clause 5

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

07 Days

Clause 7

Gross work to be done together with net }payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.

...

Clause 7 A

Whether Clause 7A shall be applicable

Yes

Clause 10A

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

N.A

1. 2. 3.
4. 5. 6.

Clause 10B(ii)

.....N.A.....

Whether Clause 10 B (ii) shall be applicable

.....N.A.....

Clause 10C

Component of labour expressed as percent of value of work

.....N.A.....

Clause 10CA

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

Clause 10CC

Clause 10CC to be applicable in contracts with stipulated period

of Completion exceeding the period shown in next column

.....N.A.....

Schedule of component of other Material, Labour, POL etc. for price escalation.

Component of civil (except materials covered under clause 10CA) / Electrical construction Materials expressed as percent of total value of work
Xm%

Component of Labour :

Expressed as percent of total value of work Y%

Component of P.O.L

Expressed as percent of total value of work
Z%

}

N.A.

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Clause 11

Specifications to be followed for execution of work

**General Specification for
Electrical Work 2013(Part-I
Internal), 1994(Part-II External) as
amended upto date.**

Clause 12**Nature of Work :-****Maintenance Work**

12.2 & 12.3 Deviation limit beyond which clause 12.2 & 12.3 shall
apply for building work/E&M work **No Limit**

12.5 Deviation limit beyond which clause 12.2 & 12.3 shall apply for
foundation work (except earth work) **N.A.**

Deviation Limit for items in earth work subhead of DSR
or related items **N.A**

Clause 16

Competent Authority for deciding reduced rates.

SE, PWD Circle South East (M-42)

Clause 18 Plants to be deployed by the
contractor at site

As per Site Requirement**Clause 19(C) Engineer-in-charge or his authorize person.****Clause 19(D) Engineer-in-charge or his authorize person.****Clause 19(G) Engineer-in-charge or his authorize person.****Clause 19(K) Engineer-in-charge or his authorize person.****Clause 25****Constitution of the Dispute Redressal Committee (DRC)****[A] For total claims more than Rs. 25 Lacs.**a) **Chairman:**

Chief Engineer, South(M) PWD

b) **Member**

Director (Works), O/o E-in-C, PWD.

c) **Member**

One Superintending Engineer(other than
under whose jurisdiction work falls) – to
be decided by the chairman.

d) The SE PWD Circle South East in-Charge of work **shall present case before DRC but shall
not have any part in decision making.**

[B] For total claims upto Rs. 25 lacs.a) **Chairman:**

Director (works) . O/o E-in-C, PWD.

b) **Member****Executive Engineers**(To be decided by SE Incharge.c) **Member****Executive Engineers**(To be decided by SE Incharge\

Executive Engineer(E) South East in-Charge of the work **shall present the case before DRC but will not
have any Part in decision making**

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

Diploma holder with minimum 5 Year relevant experience with a reputed construction co. can be treated at par
with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma
holders should not exceed 50% of the requirement of degree engineers.

Clause 42

i) (a) Schedule/statement for determining theoretical quantity of
cement & bitumen on the basis of Delhi Schedule of Rates
_____ printed by CPWD.

Not applicable

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ii) Variations permissible on theoretical quantities

- a) Cement for works with estimated cost put to bid not more than Rs. 5 lacs.
for works with estimated cost put to bid more than Rs. 5 lacs.
- b) Bitument for all works
- c) Steel Reinforcement and structural steel sections for each diameter, section and category.
- d) All other materials.

Not applicable

Not applicable
Not applicable

Not applicable
Not applicable

Assistant Engineer(E)P
PWD EMD South East,
New Delhi

Executive Engineer(E)
PWD EMD South East,
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PROFORMA FOR EARNEST MONEY DEPOSIT DECLARATION
(To be given on Ten Rupees Non-Judicial Stamp Paper duly Notarized)

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 bid, 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 acceptance of the bid, I / we fail to submit performance guarantee before the deadline as defined in the NIT/Bid document,

I/we shall be suspended from bidding, making me/us ineligible to bid for CPWD tenders all over India for a period of One Year from the date of issue of the order stating so and issued under the authority of Executive Engineer or this work.

Signature of Contractor(s)
Name of Agency with complete Address & Email ID

Note:- Executive Engineer shall initiate issue of show cause notice to the contractor who has violated Earnest Money Deposit Declaration within 15 days of violation by the contractor and his decision (to be taken within 60 days of violation by the contractor) thereof shall be final and binding on the contractor.

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SCHEDULE OF WORK

Name of Work:- Maintenance & Operation of E&M Services at Thyagraj Sports Complex, New Delhi.(SH: Operation & Running Maintenance of 1 MWp Solar Photo Voltaic Power Plant).

S.No.	Description of Item	Qty.		Rate	Unit	Amount
1	<p>Operation and running maintenance of 1 MWp Solar Photo Voltaic Power Plant comprises of 1x1500 kva Transformer, HT Panel, LT Panel, 4x250 kw Solar grid type Inverter, PV Solar Panel 3640X280Wp,Array Junction box(AJB),Main junction box (MJB), Programmable Logical Control Panel with monitoring system (computer) Power Evacuation Arrangement Installed I/C cleaning of same and scope of work at Thyagraj Sports Complex at Thyagraj Nagar, New Delhi in all days i/c Sundays & Holidays as per Terms & conditions attached.</p> <p>Staff:- A) Wireman Cum Solar Technician : 01 No. (Minimum Salary of Rs. 22,260/- is to be paid including EPF & ESIC Employee Part Only) B) Khallasi: 03 Nos. (In General shift from 09:00AM to 05:00 PM). (Minimum Salary of Rs. 18,360/- is to be paid including EPF & ESIC Employee Part Only)(03 Nos.)</p>	12	Months	101962.00	Month	1223544.00
		Total				1223544.00

**Assistant Engineer(E)P
PWD EMD South East,
New Delhi**

**Executive Engineer(E)
PWD EMD South East,
New Delhi**

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GENERAL TERMS & CONDITIONS

1. The Schedule of work covers Operation & Running Maintenance of 1MWp Solar Photo Voltaic Power Plant complete with allied fixtures i/c cleaning of all fixtures i.e. switches & switching devices, panel etc. in **all days except Sunday & Holidays at Thyagraj Stadium, Thyagraj Nagar, New Delhi.**
2. The contractor has to provide services for day-to-day maintenance of 1MWp Solar Photo Voltaic Power Plant etc. in addition, the work should be carried out, as per CPWD Maintenance Manual 2019, Indian Electricity Act and rules, CPWD General Specification (Part –I 2013 for internal) Electrical work as applicable from time to time.
3. The work shall be carried out, as per direction of Engineer-in-charge or his authorized representative [Assistant Engineer (E) and Junior Engineer (E)].
4. The contractor shall intimate Engineer-in-charge or his authorized representative for any break down and shall arrange its rectification immediately to put the entire electrical installation, in operation again during the contract period.
5. The contractor shall provide complaint register, task register, worker diary, attendance register, soap, duster, broom, PVC tape, control cable, cleaning agents, old dhoti, badges and liveries etc for which nothing shall be paid extra.
6. No T&P shall be issued to the contractor. The contractor shall make his own arrangement of tools for maintenance of 1MWp Solar Photo Voltaic Power Plant /Sub Station/ Electrical Installations equipments & following T&P shall always be available at the site of work by the contractor:-
 - a. Tong tester, Test lamp
 - b. Gloves – 4 Sets.
 - c. First Aid Box
 - d. Crimping Tool Kit
 - e. Megar (5 KV HT & 500 volt LT)
 - f. Spanner Set.
 - g. Screw Driver set
 - h. LN Keys set
 - i. Earth Tester
 - j. Blower
 - k. Hammer, Drill Machine & Spade
 - l. Every wireman/ operator should have pliers, screw driver of different size, tester & test lamp for day to day maintenance work.

Before start of contract these T&P materials must be kept in a lockable box, if same is not available at site recovery for the same @ Rs. 100/- per day shall be deduct from the contractor bill maximum up to Rs.1000/- per month.
7. The contractor shall maintain the proper discipline of operational and maintenance staff.
8. All equipments shall be handed over to the Department in good condition after completion of contract.
9. No staff below the age of 18 years should be employed on the work. The staff employed shall have good character. All staff on duty shall always wear uniforms with badges and keep cordial relation with client and other deployed staff.
10. All machineries, tools and plants shall be kept ready and same shall be inspected by the Engineer-in-Charge or his authorized representative at site.
11. If the contractor fails to provide services for operation & running Maintenance of entire 1MWp Solar Photo Voltaic Power Plant for a certain period due to absence of operating staff, recovery @ **Rs. 150/-** per hour for non operating period shall be made from his bill. In case of absence of staff and continuity of the services maintained by the existing shift operator, in absence of duty staff, than recovery shall be made @ **Rs. 1446/-** per shift for Wireman Cum Solar Technician & @**Rs. 1192/-** per shift for Khallasi.
12. No claim for absorption of staff in the department shall be entertained. The contractor has to indemnify the department in such eventuality.

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13. After award of work the contractor will submit the details of operating staff for the work, their names, father's name, local address, qualifications and experience etc. to the Engineer-in-Charge or his authorized representative. In case of any change of operating staff is required by the contractor, the same shall be intimated to and got approved from the Engineer-in-charge or his authorized representative.
14. The contractor will ensure that no frequent replacement/removal of staff without the knowledge of Engineer-in-charge or his authorized representative shall be done. The Engineer-in-charge or his authorized representative reserve the right to ask the contractor to remove any of the operating staff, without assigning any reason, which so ever, the decision of Engineer-in-charge will be final and binding to the contractor.
15. During the running period of contract, the responsibilities of physical custody of entire electrical installations will rest on the contractor.
16. In case of any damage to the entire electrical & mechanical installations etc. on account of negligence of contractor's staff. The same will be made good by the contractor at his risk and cost. Failure to which the department will rectified the same and cost of the same shall be recovered from the contractor's bill.
17. After the expiry of the contract, the entire electrical & mechanical installations with complete inventory shall be handed over back to the department in similar condition, as was handed over to the contractor at the time of start of the contract, except normal wear and tear for which the contractor is not responsible, failing which recovery will be made from contractor's final bill. The decision of Engineer-in-charge or his authorized representative shall be final and binding.
18. All the complaints shall be attended promptly, after their registration. For this purpose, the contractor shall maintain a complaint register at site and further make arrangements to get complaints recorded in the complaint diaries of the Multi Tasking Staff. It will be the obligation on the part of Multi Tasking Staff to obtain the signatures from the caretaker/ in-charge of the premises in token of acceptance of satisfactorily attendance of their complaints. In case the contractor fails to attend the complaint within reasonable time, than recovery at the rate of Rs. 200/- per day will be effected.
19. Emergency complaints such as no current, leakage of current, sparks, short circuiting, fire hazards of any nature etc shall be attended immediately otherwise a recovery of Rs.500 per emergency complaint shall be made from the contractor's bill.
20. All material required for day to day maintenance will be issued to the contractor staff free of cost by the department & dismantled material will be have to return to the JE(E) in charge.
21. The deployed staffs of the contractor will liasoning with electrical power supply provider in case of failure of power supply.
22. The contract will commence from the date, as indicated in the letter of award. Department reserve the right to terminate the contract before the expiry of the contract period, without assigning any reason.
23. Department shall in no way be involved in any dispute of whatever kind, between the contractor and the staff engaged by him. The contractor shall be fully responsible to pay all the compensation and cover all the risks for the workers employed by him under workmen compensation act in the event of accident/death etc. The department will not be responsible in any way.
24. The contractor has to abide by the labour by laws, as amended upto date.
25. The contractor will depute well experienced technical qualified & professional staff whose qualification should be as under:-
 - a) Wireman Cum Solar Technician: - Solar Energy field at least 5 years Experience.
 - b) Khallasi :- Physically fit and at least Two Years experience in this field.
26. The contractor has to deploy following staff for day-to-day maintenance of 1MWp Solar Photo Voltaic Power Plant as specified:-
 - I) For Item No.-1 of SOW**
 - a) Wireman Cum Solar Technician - 1 No.
 - b) Khallasi – 03 Nos. (In General Shift from 9 AM to 5 PM)

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27. The contractor shall provide a mobile phone to the deployed staff for communicating with client department/AE(E)/JE(E) on own cost in case of urgency, in case of default, a sum of Rs. 100/- per default shall be deducted from contractor bills.
28. The contractor shall provide summer and winter uniforms provide on own cost to the deployed staff and the deployed staff shall attend the duty in proper uniform, otherwise Rs. 100/-per day per employee shall be deducted from the contractor bills.
29. The contractor or his authorized representative is required to visit site twice a week, so as to get acquainted with the difficulties of the site, if any and resolve them.
30. The contractor shall pay minimum wages as per Govt. of NCT of Delhi Minimum wages act amended up to date to his staff regularly up to **7th day of each month positively, failing which the penalty @ Rs.200/- Per day per employee** shall be imposed, which will further be recovered from the running/final bill of the contractor. The contractor shall maintain wages register indicating name of the staff & their receipt acknowledgement & verified by the Junior Engineer(E) & copy of the same shall be provided along with the bills for the respective months. No payment shall be made without the copy of wages register for the respective months. Wages due to every worker shall be paid to him directly by the contractor through Bank or ECS or online transfer to his bank account.
31. **Contractor has to provide Identity Card to each worker deployed by him at Site. If any worker found without I.D. Card, then recovery of Rs. 200/- each worker is made from his bill.**
32. **(A)The contractor shall provide Two Sets of Summer Uniform (Shirt, Pant & Black Shoes) & Two Sets of Winter Uniform (Shirt, Pant & Woolen Jersey) along the badge having name of worker, designation of worker & name of agency within 15 days of start of work. Failing which a recovery @ Rs. 4000/- per worker for summer uniform & @ Rs. 8000/- per worker for winter uniform shall be made from the contractor bill & department will arrange the uniform for the contractor's worker. (B) Worker deputed on duty should be in uniform. If any worker found without uniform a recovery @Rs. 100/- per day per worker shall be made from the contractor's bill.**
33. The contractor shall submit the following documents of all staff deployed at site before start of work:-
 1. Aadhar Card
 2. Bank Details
 3. Voter ID
 4. PAN card
 5. Education Qualification
 6. Experience Certificate
 7. Valid Electrical License (As per applicable category)
 8. Passport Size Photo (3 Nos. of each employee)
- Terms of payment for the Contractor.**
34. Payment to the contractor shall be made, on Monthly/Quarterly/ Yearly basis after production of following proof subject to availability of fund:-
 - a. Documentary proof of disbursement of wages to the workers. The copy of wage Register in the format shall be produced with every R/A /Final bill.
 - b. Copy of relevant period attendance register duly verified by JE (E)/ AE (E).
 - c. Documentary proof of contribution towards ESIC/EPF to the employee along with challan.
35. The ESI & EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.
36. The contractor shall obtain from the Junior Engineer (E) or any other authorized representative of the Engineer-in-charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wages cum

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Muster Roll”, as the case may be in the following form:-

“Certified that the amount shown in column No. has been paid to the workman concerned through bank account of labour on at

37. The contractor will submit the details of all running works in hand, in which ESI/EPF facilities is being provided to the deployed staff in PWD after award of the work in the following manner, but before start of work.
 - (a) Agreement No.
 - (b) Name of Division
 - (c) Number of deployed staff engaged on the work.
38. The payment of bonus shall be, as per rules & regulations contained in payment of Bonus ACT 1965 along with amendment Act 2015
39. The contractor shall have to maintain the proper record of attendance of the staff deployed by him and where the biometric system is available, the staff will mark the attendance on biometric system and payment will be made to the contractor based on this attendance sheet, accordingly.
40. The detailed inventory of the installation/ equipment is available with the department, which may be reviewed by the tendered before tendering. The same shall be signed by the contractor in token of having taken over the job in hand and shall be liable to hand over back the installation/ equipment is good condition, after due completion of the work.
41. In case of posting of work charged staff at site of work, the contract will be terminated immediately.
42. The duty timing of deployed staff can be changed, as per the discretion of the Engineer in-Charge or his authorized representative
43. Before starting the work the contractor shall take over the inventory. Any short comings noticed at the time of taking over shall be brought to the notice of JE(E) . Failing which, it shall be presumed that the site has been taken over in perfect working order. After completion of the work against the agreement, the inventory shall be handed over, as per direction of Engineer-in-charge or his authorized representative. In case any short fall or damage to the installation is noticed, the contractor shall make good the same, with the same make equipment or as per direction of Engineer-in-charge, failing to do so, the suitable recovery shall be effected from the bill.
44. Any other addition/alternation in the installation shall be assumed to be covered in the scope of the work.
45. The water and electricity shall be provided by the Department free of cost.
46. The Agency has to provide sufficient staff as a reliever for the staff who will be on duty for week days. All the staff shall be given one day weekly off after working for 6 continuous days. No extra payment shall be made for reliever duty.
47. Keeping in view of COVID-19 Pandemic the contractor shall arrange the sufficient face masks and sanitizers for staff and the staff should also make sure to maintain proper social distancing at working place for which nothing extra shall be paid by the department.
48. The contractor shall deduct worker subscription towards provident fund and ESI as per rules, and deposit the same with his contribution into the respective accounts of the employees and submit the documents this office for verification after which the payment shall be reimbursed by the department for employee share only.

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