

# Government of India CENTRAL PUBLIC WORKS DEPARTMENT OFFICE OF THE ASSISTANT ENGINEER (E) COIMBATORE CENTRAL ELECTRICAL SUB DIVISION GST BHAWAN, RACE COURSE ROAD, COIMBATORE- 641 018. email: aeccesd.cpwd@gmail.com



# NOTICE INVITING e-Tender NIT No. 45/CCED/2021-22

<u>Name of work:</u>Dismantling the 15 K Wp Solar power plant, Providing addition point wiring in common toilets, replacement of faulty street light cables at BSI, Yercaud.

Estimated cost: Rs. 5, 83, 585 /-

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NIT document containing pages 1 to 47 Pages only is approved.

Assistant Engineer (E) CCESD/CPWD/Coimbatore-18.

#### **PRESS NOTICE**

#### **CENTRAL PUBLIC WORKS DEPARTMENT**

#### **Notice Inviting e-Tender**

The Assistant Engineer (Elect.), Coimbatore Central Electrical Sub Division, CPWD, GST Bhawan, Race Course Road, Coimbatore -18 invites on behalf of The President of India Online Percentage rate tender from approved and eligible contractors of CPWD registered contractors of building category for the following work (s):-

NIT No:- 45/CCED/2021-22,

**Name of Work:**- Dismantling the 15 K Wp Solar power plant, Providing addition point wiring in common toilets, replacement of faulty street light cables at BSI, Yercaud.

Estimated Cost:-Rs. 5, 83, 585 /-,

Earnest Money Deposit (EMD):-Rs. 11, 672 /-Period of Completion:- One Months
Last Date and Time of Submission of Tender Online:- 11.03.2022 up to 11.00.00 Hrs.

<u>Subsequent Corrigendum (if any) shall be available on website only. No Press Notice shall be issued for any corrigendum.</u>

The bid forms and other details can be obtained from the website <a href="https://www.tenderwizard.com/CPWD">www.tenderwizard.com/CPWD</a>. The press notice is also available on <a href="https://www.eprocure.gov.in">www.eprocure.gov.in</a>.

Not to be published below this line.

\*\*\* To be filled in by the Assistant Engineer

Assistant Engineer (E), CCESD/CPWD/Coimbatore-18.

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

The Assistant Engineer (Elect.), Coimbatore Central Electrical Sub Division, CPWD, GST Bhawan, Race Course Road, Coimbatore -18 on behalf of the President of India invites ONLINE Percentage rate tender from approved and eligible contractors of building category of CPWD for the following work (s):-

| S.No. | Description  | Particulars  |
|-------|--|--|
| 1)    | NIT No.  | 45/CCED/2021-22  |
| 2)    | Name of work & Location  | Dismantling the 15 K Wp Solar power plant, Providing addition point wiring in common toilets, replacement of faulty street light cables at BSI, Yercaud. |
| 3)    | Estimated Cost put to<br>Tender  | Rs. 5, 83, 585 /-  |
| 4)    | Earnest Money  | Rs. 11, 672 /-   |
| 5)    | Period of Completion   | One Months   |
| 6)    | Last date & Time of online submission of bid, original EMD, copy of receipt for deposition of original EMD and other Documents as specified in the tender Documents& Press Notice. | Upto11.00 Hrs. on 11.03.2022   |
| 7)    | Time & date of opening of Bids   | 11.30 Hrs. onwards on 11.03.2022   |

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

- **1.** The intending tenderer must read the terms and conditions of CPWD-6carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
- **2.** Information and Instructions for tendered posted on website shall form part oftender document.
- **3.** The tender document consisting of specifications, the schedule of quantities ofvarious 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 <a href="https://www.tenderwizard.com/CPWDorwww.cpwd.gov.in">www.tenderwizard.com/CPWDorwww.cpwd.gov.in</a> or <a href="https://www.eprocure.gov.in">www.eprocure.gov.in</a>. free of cost.
- **4.**Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.

- **5.** The intending tenderer must have valid class-III digital signature to submit thetender.
- **6.** On opening date, the contractor can login and see the tender opening process. After opening of tenders, he will receive the competitor tender sheets.
- 7. Contractor can upload documents in the form of JPG format and PDF Format.

**8.**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 tenderer, rate of such item shall be treated as "0" (Zero). **However, if a tenderer quotes nil rates against each item in item rate tenderer or does not quote any percentage above/below on the total amount of the tender or any section/subhead in percentage tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.** 

- **9.**SC/ST contractors enlisted under class V category are exempted from processing fee payable to ITI.
- **10.** Integrity pact of the tender document shall be signed between Engineer-in-Charge and the successful bidder after acceptance of the tender.
- **11**. All Composite category contractors are renamed as building category contractors with no charge in their class as per new rules for enlistment of contractors in CPWD 2020.

### List of documents to be scanned and uploaded with in the period of bid submission: -

- 1. Enlistment Order of the Contractor.
- Copy of Receipt for deposition for Original EMD issued from the division office of any Executive Engineer, (including NIT issuing EE/AE), Central PWD, as per Latest DG, Con circular in this regard/declaration in lieu of submitting Receipt for deposition for Original EMD.
- 3. GST Registration Certificate of the State which the work is to be taken up, if already obtained by the bidder.
  - If the bidder has not obtained GST registration in the state in which the work is to be taken up, or as required by GST authorities then in such a case the bidder shall scan and upload following under taking along with other bid documents.
  - "If work is awarded to me, I/we shall obtain GST registration Certificate of the State, in which work is to be taken up, within one month from the date of receipt of award letter or before release of any payment by CPWD, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards mw/us on a/c of the work executed and/or for any action taken by CPWD or GST department in this regard.

# GOVERNMENT OFINDIA CENTRAL PUBLIC WORKSDEPARTMENT

No. 67(1)/2021-2022/CCESD/573 Dated: 03-03-2022

NIT No:- 45/CCED/2021-22,

**Name of Work:**- Dismantling the 15 K Wp Solar power plant, Providing addition point wiring in common toilets, replacement of faulty street light cables at BSI, Yercaud.

#### Copyto:-

- 1. The Executive Engineer (E), CPWD, Coimbatore for kind information please.
- 2. M/s. ITI limited, 495 / 496 , Main Madhuban Road, Near Ambedkar polytechnic college, Ganesh Nagar II, Shakapur, New Delhi 110 092 along with Copy of Press Notice with a request to publish in web site and confirm.
- 3. The Executive Engineer, CCD, CPWD, Coimbatore for information please.
- 4. Assistant Accounts Officer, CCED, CPWD, Coimbatore.
- 5. Notice Board

Assistant Engineer(E) CCESD/CPWD/Coimbatore-18.

#### **CPWD-6 FOR e-Tendering**

The Assistant Engineer (E), CCESD, CPWD, Coimbatore C.P.W.D on behalf of President of India invites online Percentage rate tender from approved and eligible contractors of building category of CPWD for the following work: Dismantling the 15 K Wp Solar power plant, Providing addition point wiring in common toilets, replacement of faulty street light cables at BSI, Yercaud.

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

- **1.1** The work is estimated to cost**Rs. 5, 83, 585** /-this estimate, however, is given merely as a rough guide.
- **2.** Agreement shall be drawn with the successful tenderers on prescribedForm No. CPWD 7 (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in.Tenderers 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 **One Months** from the date of start as defined in schedule "F" or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
- 4. (i) The site for the work is available.

OR

The site for the work shall be made available in parts as mentioned in schedule 'F'.\*

- **5.** The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website www.tenderwizard.com/CPWD or www.cpwd.gov.in free of cost.
- **6.** After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
- **7.** While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- 8. The contractors registered prior to 01.04.2015 on e-tendering portal of CPWD shall have to deposit tender processing fee at existing rates, or they have option to switch over to the new registration system without tender processing fee any time.
- 9. Earnest Money/ Performance Gurantee 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 "The Executive Engineer, CCED, CPWD, Coimbatore"**)shall be scanned and uploaded to the e-tendering website within the period of bid submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission.

The tender submitted shall be opened at 11.30AM on 11.03.2022

#### Information and Instruction for Executive Engineer for E-tendering.

| 1. The Executiv   | e Engineer of all di    | ivisions of CPWD should receive the original EMD for     |
|-------------------|-------------------------|--|
| tender of         | other division. 2       | 2. The NIT approving authority / EE at the time of issue |
| of NIT shall also | fill and upload the     | following prescribed format of receipt of deposition of  |
| original EMD al   | ong with NIT.           |  |
| Receint           | t of deposition of orig | ginal EMD  |

| Receipt of deposition of origi | inal EMD |   |
|--------------------------------|----------|---|
| (Receipt No                    | / date   | ) |

- 1. Name of work: Dismantling the 15 K Wp Solar power plant, Providing addition point wiring in common toilets, replacement of faulty street light cables at BSI, Yercaud.
  - 2. NIT No : **45/CCED/2021-22**,
  - 3. Estimated cost: Rs. 5, 83, 585 /-
  - 4. Amount of Earnest Money Deposit: Rs. 11, 672 /-

Name of contractor ......\*
 Form of EMD......\*
 Amount of Earnest Money Deposit ......\*
 Date of submission of EMD ......\*

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

- 3. The Executive Engineer receiving EMD in original form shall examine the EMD Deposited by the bidder and shall issue a receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting EE. The receipt may be issued by the AE(P)/AE/AAO.
- 4. The Executive Engineer receiving original EMD shall also intimate tender inviting Executive Engineer about deposition of EMD by the agency by email / fax/telephonically.
- 5.The original EMD receiving Executive Engineer shall release the EMD after verification from the E-tendering portal website (<a href="www.tenderwizard.com">www.tenderwizard.com</a>) tender free view advance search awarded tenders) that the particular contractor is not L-1 tender and work is awarded.
- 6.The tender inviting Executive Engineer will call for original EMD of the L1 tenderer From EMD receiving Executive Engineer immediately.

Assistant Engineer(E), Coimbatore Central Electrical Sub Division, CPWD, Coimbatore .

- **10.** The tender submitted shall become invalid and e-Tender processing fee shall not be refunded if:
- (i) The tenderer is found ineligible.
- (ii) The tenderer does not upload Scanned copies of all the documents stipulated in the tender document.
- (iii) If any discrepancy is noticed between the documents as uploaded at the time of Submissionof tender and hard copies as submitted **physically by the lowest tenderer** in the office of tender opening authority.
- (iv) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head inpercentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- 11. The contractor whose tender is accepted will be required to furnish performance guarantee3% (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 of Fixed Deposit Receipts or Guarantee Bonds of any scheduled Bank or the State Bank India 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 bidder shall be suspended for one year and shall not be eligible to bid for CPWD tenders from date of issue of suspension order.

The contractor whose bid is accepted will be required to furnish either copy of applicable licenses/ registrations or proof applying for obtaining labour licenses, registration with EPFO,ESIC and BCCW Welfare Board including provident fund code no. if applicable and alsoensure the compliance of aforesaid provisions by the subcontractors, if any engaged by the contractor for the said work and Programme Chart (time and Progress) within the period specified in Schedule F.

**12.** The description of the work is as follows:

Dismantling the 15 K Wp Solar power plant, Providing addition point wiring in common toilets, replacement of faulty street light cables at BSI, Yercaud.

Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderers 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 tenderers shall be responsible for arranging and maintaining at their own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderers implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

12. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other 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 bidders shall be summarily rejected.

- 13. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be liable for rejection.
- 14. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the rate quoted.

16.The contractor 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 betweenthe 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 inEngineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.

- 18. The tender for the works shall remain open for acceptance for a period of **Thirty (30) days** from the date of opening of tenders. If any tenderer 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 tender 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 tenderers shall not be allowed to participate in the retendering process of the work.
- 19. This Notice Inviting Tender shall form a part of the contract document. The successful tenderers/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:
  - a) The Notice Inviting 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 tender and acceptance thereof together with any correspondence leading thereto.
  - b) Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.

#### 20. For Building Tenders

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

20.1.2 The tender document will include following three components:

#### Part A:-

CPWD-6, CPWD-7 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2020 (for construction works) as amended/modified up to last date of submission of tender including extension, if any.

#### Part B:-

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

#### Part B:-

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

- 20.1.3 The tenderers must associate himself, with agencies as per NIT conditions.
- 20.1.4 The eligible tenderers shall quote rates for all items of major component as well as for all items of minor components of work.
- 20.1.5 After acceptance of the tender by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component(s). EE of major component will operate part A and part B of the agreement. EE/DDH in charge of minor component(s) shall operate Part C along with Part A of the agreement.
- 20.1.6 Entire work under the scope of building tender including major and all minor components shall be executed under one agreement.
- 20.1.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.
- 20.1.8 The main contractor has to associate agency(s) for specialize component(s) conforming to eligibility criteria as defined in the tender document and has to submit detail of such agency(s) to Engineer-in-charge of relevant component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of relevant component(s).
- 20.1.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of relevant specialized component(s).
  - The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 20.1.10 The main contractor has to enter into MoU with agencies associated by him. Copy of such

- MoU shall be submitted to EE/DDH in charge of each relevant component as well as to EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into MoU/ agreement with the new contractor associated by him.
- 20.1.11 Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-charge of the discipline of minor component directly to the main contractor.
- 20.1.12A. The building work shall be treated as complete when all the components of the work are complete. The completion certificate of the building work shall be recorded by Engineer-in-Charge of major component after record of completion certificate of all other components.
- 20.1.12B. Final bill of whole work shall be finalized and paid by the EE of major component.

  Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for building contract.
- 21. GST and all other tax as applicable, IT ,Education Cess, **TN construction worker's welfare cess** etc. shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.

Signature of the Sub Divisional officer For & on behalf of President of India.

### GOVERNMENT OF INDIA CENTRAL PUBLIC WORKS DEPARTMENT

CPWD-7

STATE Tamil Nadu CIRCLE CE, Madurai

BRANCH B&R DIVISION Coimbatore Electrical Central Division,

C.P.W.D., Coimbatore.

### PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

(A) Tender for the work of : Dismantling the 15 K Wp Solar power plant, Providing addition

point wiring in common toilets, replacement of faulty street

light cables at BSI, Yercaud.

(i) To be uploaded online by 11.00 Hrs.on 11.03.2022.

(ii) To be opened in presence of tenderers who may be present at **15.30 Hrs on 10.03.2022** in the office of the <u>The Assistant Engineer (Elect), Coimbatore Central Electrical Sub Division, CPWD, GST Bhawan, Race Course Road, Coimbatore -18.</u>

#### **TENDER**

I/We have read and examined the notice inviting tender, schedule A, D, E & F

Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

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

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

A copy of Performa of EMD declaration is scanned and uploaded. 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 shall be suspended for one year and shall not be eligible to bid for CPWD tenders from date of issue of suspension order. Further, if I/We fail to commence work as specified, I/ We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

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

| Dated:      | Signature of Contractor |
|-------------|-------------------------|
| Witness:    | Postal Address          |
|             |                         |
| Address:    |                         |
| Occupation: |                         |

### ACCEPTANCE

| me for an on behalf of the President o           | f India for a sum of `).  (Rupees     |
|--|---------------------------------------|
| The letters referred to below shall form part(a) | t of this contract agreement:         |
| (b)  |                                       |
| (c)  | For & on behalf of President of India |
|  | Signature                             |
| Dated:   | Designation                           |

#### SCHEDULE:"A"

Schedule of Quantities (as per PWD-3) – Particular Condition and Specification enclosed.

#### SCHEDULE:"B"

Schedule of materials to be issued to the contractor:

| S.No. | Description<br>of item | Quantity | Rates in figures & words at which the material will be charged to the contractor | Place of issue |
|-------|------------------------|----------|--|----------------|
| 1 1   | 2                      | 3        | 4  | 5              |
| NIL   |                        |          |  |                |

**SCHEDULE: "C"** 

Tools and Plants to be hired to the contractor:

| S.No. | Description | Hire charges per<br>day | Place of issue |
|-------|-------------|-------------------------|----------------|
| 1     | 2           | 3                       | 4              |
| NIL   |             |                         |                |

#### SCHEDULE:"D"

| Extra schedule for specific requirements/document for | As attached in tender form |
|---|----------------------------|
| the work, if any:                                     |                            |

Name of Work: Dismantling the 15 K Wp Solar power plant, Providing addition point wiring in common toilets, replacement of faulty street light cables at BSI, Yercaud.

#### **SCHEDULE: "E"**

| Reference to General Conditions of |                         | General Conditions of contract for CPWD-2020 for       |
|------------------------------------|-------------------------|--|
| Contract                           |                         | Construction works already amended by circular bearing |
|                                    |                         | No. DG/CON/314 (With amendments up to last date        |
|                                    |                         | receipt of tender including extension, if any)         |
| i.                                 | Estimated cost of work: | Rs. 5, 83, 585 /-                                      |
| ii.                                | Earnest Money:          | NIL  |
| iii.                               | Performance Guarantee   | 3% of the tendered value of the work                   |
| iv.                                | Security Deposit :      | 2.5% of tendered value                                 |

#### **GENERAL RULES & DIRECTIONS:**

|   | The Assistant Engineer (Elect.), Coimbatore Central    |
|---|--|
| Officer inviting tender:  | Electrical Sub Division, CPWD, GST Bhawan, Race Course |
|   | Road, Coimbatore -18                                   |
| 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  |

#### SCHEDULE "F"

| 2 (v)  | Engineer-in-Charge: For          | The Assistant Engineer (Elect.), Coimbatore        |
|--------|----------------------------------|--|
|        | Electrical Items of Work         | Central Electrical Sub Division, CPWD, GST         |
|        |                                  | Bhawan, Race Course Road, Coimbatore -18           |
| 2(vii) | Accepting Authority              | The Assistant Engineer (Elect.), Coimbatore        |
|        |                                  | Central Electrical Sub Division, CPWD, GST         |
|        |                                  | Bhawan, Race Course Road, Coimbatore -18           |
| 2(x)   | Percentage on cost of materials  |  |
|        | and Labor to cover all overheads | 15%  |
|        | and profits                      |  |
| 2(xi)  | Standard Schedule of Rates       | DSR (Electrical) 2018 & 2019 with correction slips |
|        | Electrical Items of work         | up to last date of submission of tender including  |
|        |                                  | extension, if any.                                 |
| 2(xii) | Department                       | Central Public Works Department                    |
| 9(ii)  | Standard CPWD contract Form      | CPWD Form 7 of General Conditions of Contract      |
|        |                                  | for CPWD-2020 for Construction works already       |
|        |                                  | amended by circular bearing No. DG/CON/314.        |
|        |                                  | (with amendments up to last date receipt of        |
|        |                                  | tender including extension, if any)                |

| CLAUSE 1 | i. Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable labor licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of Letter of acceptance. | 7 days                                   |
|----------|--|--|
|          | ii. Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above   | 3 days                                   |
| CLAUSE 2 | Authority for fixing compensation under Clause 2   | CE Madurai, CPWD or<br>Successor thereof |

#### **CLAUSE 5**

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

:10 days.

| CLAUSE 5 | Description of milestone<br>(physical) | Time allowed from date of start | Amount to be withheld for non-achievement of milestone |
|----------|--|---------------------------------|--|
|          |  |                                 |  |
|          |  |                                 |  |
|          |  |                                 |  |
|          |  |                                 |  |

#### **NOTE:**

1. Withheld amount shall be released if and when subsequent milestone are achieved within respective time specified. However, in case milestones are not achieved by the contractor for the work, the amount shown against milestone shall be withheld.

#### Defect Liability Period: 12 months from the date of completion

#### **AUTHORITY TO DECIDE:**

| i) Extension of     | The Assistant Engineer (Elect.), Coimbatore Central Electrical Sub Division, |
|---------------------|--|
| time                | CPWD, GST Bhawan, Race Course Road, Coimbatore -18                           |
| ii) Rescheduling of | The Assistant Engineer (Elect.), Coimbatore Central Electrical Sub Division, |
| mile stones:        | CPWD, GST Bhawan, Race Course Road, Coimbatore -18                           |

Schedule of rate of recovery for delay in submission of the modified Programme in terms of delay days @ Rs.1500/- per day

| 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:  Rs.1 Lakhs |     |  |
|------------|--|-----|--|
| Clause 7 A | Whether Clause 7A shall be applicable  | Yes |  |
| Clause 7 B | Whether Clause 7B shall be applicable  | Yes |  |
| Clause 8A  | Authority to decide compensation on account if the contractor fails to submit completion Plans   |     |  |
|            | The amount to be payable by the contractor, if he fails to submit completion plans   |     |  |

| Clause 10 A                        | List of testing equipments to be provided by the contractor at site lab   | Not Applicable  |
|------------------------------------|---|---|
| Clause 10 B<br>(ii)                | Whether clause 10-B (ii) shall be applicable  | Not Applicable  |
| Clause 10 C                        | Component of labor expressed as percent of value of work  | 10 %  |
| Clause 10 CA                       |   | Not Applicable  |
| 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 excluding GST of<br>Materials, Covered under<br>clause 10 CA |
|                                    | Not Applicable  |   |

| Clause 10 CC | Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column  |                |
|--------------|--|----------------|
|              | Schedule of component of other Material, labour, POL etc. for price escalation.  |                |
|              | i) Component of E&M construction material, expressed as percent of total value of component work   |                |
|              | ii) Component of Labour, expressed as percent of total value of component work.  NOTE: Payment under this clause is admissible when contractor submits proof of having paid wages due to every worker through bank or ECS online Transfer to his bank account. | Not Applicable |
|              | iii) Component of P.O.L expressed as percent of total value of component work.   | Not Applicable |

| Clause 11   | Specification to be followed for         | 1.CPWD General Specifications for       |  |  |
|---|--|---|--|--|
|   | execution of work – For Electrical       | Electrical works Part I Internal – 2013 |  |  |
|   | Items of Work                            | 2.CPWD General Specifications for       |  |  |
|   | Electrical works Part II External - 1994 |   |  |  |
|   | 3.CPEDGeneralSpecificationsfor Electr    |   |  |  |
|   |  | works Part IV substation 2013           |  |  |
| All above Specifications shall be applicable with correction slips up to the last date of |  |   |  |  |
| submission / uploading of bid.  |  |   |  |  |

| Clause 12     |  |   |
|---------------|--|---|
| 12.2          | Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work          | 100%  |
| 12.5          | Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work        | NIL   |
| Clause 16     | Competent Authority for Deciding reduced rates – For Electrical Items of Work          | The Executive Engineer(E),CCED, CPWD, Coimbatore or successor thereof |
| Clause 18     | List of mandatory machinery, tolls & plants to be deployed by the contractor site      |   |
| Clause 19C    | Authority to decide for each default   | Engineer-in-charge  |
| Clause<br>19D | Authority to decide for each default   | Engineer-in-charge  |
| Clause<br>19G | Authority to decide for each default   | Engineer-in-charge  |
| Clause 19K    | Compensation to be paid by contractor in case of failure to deploy qualified tradesman | Not Applicable  |
| Clause 25     | Constitution of Dispute Redressal Committee (DRC)                                      |   |

| Chairm | an | Director (Works Cum TLQA), SR-1                             |
|--------|----|---|
| Membe  | er | Executive Engineer (E), CPWD, Coimbatore                    |
| Membe  | er | Superintending Engineer, Madurai Central Electrical Circle. |

#### **CLAUSE 32**

Requirement of Technical Representative(s) and recovery Rate

| SI.<br>No. | Minimum<br>Qualification of<br>Technical            | Discipline | Designation (Principal Technical/ Technical              |  | υΙ I |                                     | nber  | bemade from<br>theevent of n | n recoveryshall<br>n the contractorin<br>not<br>sionof clause 32 per |
|------------|---|------------|--|--|------|-------------------------------------|---|------------------------------|--|
|            | Representative                                      | Q          | Representative)  |  | Ν    | Figures<br>(Rs.per<br>person)       | Words (Rs. Per<br>person)                       |                              |  |
| 1          | i)Graduate<br>Engineer<br>or<br>Diploma<br>Engineer | Electrical | Project Manager /<br>Site Engineer                       | 5 Years or 10<br>years<br>respectively | 1    | 25,000/- per<br>month per<br>person | Twenty Five<br>Thousand per month<br>per person |                              |  |
| 1          | i)Graduate<br>Engineer<br>or<br>Diploma<br>Engineer | Electrical | Project Planning /<br>quality /site/<br>Billing Engineer | 2 Years or 5<br>years<br>respectively  | 1    | 15,000/- per<br>month per<br>person | Fifteen Thousand per<br>month per person        |                              |  |

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

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

#### Clause 38

| (i)  | (a) | Schedule/statement for determining theoretical         | Not applicable |
|------|-----|--|----------------|
|      |     | quantity of cement, bitumen etc. on the basis of Delhi |                |
|      |     | Schedule of Rates                                      |                |
| (ii) |     | Variations permissible on theoretical quantities:      |                |
|      | (a) | Cement   | Not applicable |
|      | (b) | Bitumen for all works                                  | Not applicable |
|      | (c) | Steel Reinforcement and structural steel sections for  | Not applicable |
|      |     | each diameter, section and category                    |                |
|      | (d) | All other materials                                    | NIL            |

#### RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

|       | Description of items | Rates in figures and words at which recovery shall be made from the contractor |   |  |
|-------|----------------------|--|---|--|
| S. No | Description of items | Excess beyond permissible variation  | Less use beyond the permissible variation |  |
| NIL   |                      |  |   |  |

### GENERAL RULES & DIRECTIONS

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted by publication in Newspapers or posted on website as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

- 2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the **Indian Partnership Act**, **1952**.
- 3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

#### Applicable for Percentage Rate Tender only (CPWD - 7)

- 4A. Applicable for Percentage Rate Tender only (CPWD-7) In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if:-
  - The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.
  - II. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
  - III. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender.

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.

4B. In case the lowest tendered amount (estimated cost +/- amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub

- head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.
- In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.
- If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of CE of the zone EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), & the lowest contractors those have quoted equal amount of their tenders.
- In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.
- Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.
- 4. The officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time.
- 6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
- 7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.

#### Applicable for percentage Rate Tender only (CPWD - 7)

8. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.

#### Applicable for Percentage Rate Tender only (CPWD - 7)

- 10. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.
- 11. (i) 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

- (ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfilment of his contract, an amount equal to 2.5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or will also be accepted for this purpose provided confirmatory advice is enclosed.
- 12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in Charge.
- 13. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.
- 14. The contractor shall give a list of both gazetted and non-gazetted C.P.W.D. employees related to him.

#### **INTEGRITY PACT**

To

The Bidder\*

\*( for online bidding this declaration is deemed to have been issued to the bidder as per name & address given in the enlistment order)

**Sub:** NIT No: **45/CCED/2021-22**for the work of *Dismantling the 15 K Wp Solar power plant, Providing addition point wiring in common toilets, replacement of faulty street light cables at BSI, Yercaud.* 

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

Assistant Engineer (E) CCESD/CPWD/Coimbatore-18.

To,
Assistant Engineer (E)
CCESD/CPWD/Coimbatore-18.

Sub: NIT No. 45/CCED/2021-22for the work of Dismantling the 15 K Wp Solar power plant, Providing addition point wiring in common toilets, replacement of faulty street light cables at BSI, Yercaud.

Dear Sir,

I/We acknowledge that CPWD is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/ bid document. I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the 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 tender/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized Signatory of the Bidder)

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

| <u>INTEGRITY AGREEMENT</u>   |
|--|
| This Integrity Agreement is made at on this day of   |
| 2020   |
| BETWEEN  |
| President of India represented through Assistant Engineer (Elect), Coimbatore Central Electrical Sub Division, CPWD, GST Bhawan, Race Course Road, Coimbatore -18. |
| (Herein after referred as the "Principal/Owner" which expression shall unless repugnant to the   |
| meaning or context hereof include its successors and permitted assigns)  |
| AND  |
|  |
|  |
| (Name and Address of the Individual/firm/Company)  |
| through  |

(Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) Preamble

(Details of duly authorized signatory)

WHEREAS the Principal/Owner has floated the Tender (NIT No: 45/CCED/2021-22) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for Dismantling the 15 K Wp Solar power plant, Providing addition point wiring in common toilets, replacement of faulty street light cables at BSI, Yercaud. Herein after referred to as the "Contract".

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

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties. NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

#### Article 1: Commitment of the Principal/Owner:

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief VigilanceOfficer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

#### **Article 1: Commitment of the Principal/Owner**

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

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c)The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e)The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful 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.
- The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

#### **Article 3: Consequences of Breach**

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

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

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

#### **Article 4: Previous Transgression**

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

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

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

#### **Article 6- Duration of the Pact**

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

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

#### **Article 7- Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by boarder solution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 8- LEGAL AND PRIOR RIGHTS**

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

| BANK GUARANTEE BOND  |
|--|
| In consideration of the President of India (hereinafter called "the Government") having agreed   |
| under the terms and conditions of agreement No dated   |
| made between and (hereinafter called "the contractor(s)")  for the work  |
| (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for ` (Rupees only) as a   |
| security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we(Indicate the name of the Bank)  (hereinafter referred to as "the Bank") hereby undertake to pay to the   |
| Government an amount not exceeding ` (` only) on demand by the Government.   |
| 2. We(Indicate the name of the Bank) do hereby undertake to pay the amounts  |
| due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` (Rupees only).   |
| 3. We, the said bank further undertake to pay to the government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.  The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment. |
| 4. We (Indicate the name of the Bank) further agree that the guarantee herein  |
| contained shall remain in full force and effect during the period that would be taken for performance of   |
| the said agreement and that it shall continue to be enforceable till all the dues of the Government  |
| under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or  |
| till Engineer-in-charge on behalf of the government certified that the terms and conditions of the said  |
| agreement have been fully and properly carried out by the said contractor(s) and accordingly   |
| discharges this guarantee.   |

| 5.   | We        | (Indicate the name of the Bank)                | further agree with the Goveri   | nment that the        |
|------|-----------|--|---------------------------------|-----------------------|
| Go   | vernmei   | nt shall have the fullest liberty without our  | consent and without effecting   | in any manner our     |
| obl  | igations  | s hereunder to vary any of the terms and c     | onditions of the said agreemer  | nt or to extend time  |
| of p | perform   | ance by the said contractor(s) from time to    | time or to postpone for any t   | ime or from time to   |
| tim  | e any o   | f the powers exercisable by the governmen      | t against the said contractor(s | ) and to forebear or  |
| •    |           | y of the terms and conditions relating to      | •                               |                       |
| -    |           | ability by reason of any such variation, or    |                                 |                       |
|      |           | forbearance, act of omission on the pa         | • •                             | - ,                   |
|      |           | nt to the said contractor(s) or by any such    | _                               | thich under the law   |
| reid | ating to  | sureties would, but for this provision, have   | effect of so relieving us.      |                       |
| 6.   |           | s guarantee will not be discharged due to      | the change in the constitution  | of the Bank or the    |
|      | con       | tractor(s).                                    |                                 |                       |
| 7.   | We        | (Indicate the name of the Bank) lasti          | y undertake not to revoke this  | guarantee             |
| ех   | cept wi   | th the previous consent of the Government      | t in writing.                   |                       |
| 8.   | This      | s guarantee shall be valid up to               | , unless extende                | d on demand by        |
| Go   | vernmei   | nt. Notwithstanding anything mentionea         | above, our liability against    | this guarantee is     |
| res  | tricted t | to ` (`  | only) and unless (              | a claim in writina is |
|      |           |  |                                 |                       |
|      | _         | h us within six months of the date of expir    |                                 | y of this guarantee   |
| all  | our liab  | ilities under this guarantee shall stand disci | harged.                         |                       |
| Dat  | ted       | the  | day                             | of                    |
|      |           |  |                                 | 9,                    |
| for  |           | 511 5 13                                       |                                 |                       |
|      | (Indio    | cate the name of the Bank)                     |                                 |                       |

#### **SPECIAL CONDITIONS**

The 1<sup>st</sup> lowest tenderer have to submit the following documents for association of specialized agency at least 7 days after to depositing performance guarantee.

- The applicant should submit the willingness from an eligible specialized agency to get associated with the applicant for execution of the electrical component of works in wholesome manner and as per the conditions set out in the MOU to be entered into, between the one who is awarded the work and the associated eligible specialized agency.
- 2. In support of the eligibility conditions of the proposed associated specialized agency, copy of their registration documents, Electrical Contractor's License, GST Documents duly attested by the applicants (Main Contractor) shall be submitted to the AE(E). Each such specialized agency will certify that they are not debarred as on the day of application for sale of tender.
- 3. The main contractor will submit MOU signed on non-judicial paper with eligible registered electrical contractor of CPWD only. The MOU in the enclosed form shall be signed by both the parties i.e. main contractor as 1<sup>st</sup> party and associated specialized agency as 2<sup>nd</sup> party.
- 4. In the event of the concerned E&M agency not performing satisfactorily or failure of associate sub contractor to complete the E&M work, the main contractor on the written direction of the department, shall remove the Associate/sub-contractor deployed on the work and shall submit name of new associate who fulfill the conditions mentioned in NIT to execute the leftover work without any loss of time or variation in cost to the department in this regard. Such associates shall also enter into tripartite Agreement/Contract along with the main tenderer and the departmental officer and shall meet all the guarantee for the equipment's already supplied for which payment has been released by the Deptt. in part. If any equipment supplied for the work, during the currency of the earlier Associate/sub-contractor and paid partly by the Deptt. ,becomes redundant /not in a position to be installed and commissioned and put to beneficial use due to change in agency for execution of E&M work, the main contractor shall be liable for replacement of the equipment(s) at no cost to Department. No change of Specialized agency will be allowed without prior approval of the AE(E), Coimbatore.
- 5. Assistant Engineer (E) shall be the Engineer-in-charge as far as electrical works are concerned. Separate tender schedule abbreviated CPWD-8 and Special Conditions for Electrical Work are appended with this tender It will be obligatory on the part of the contractor/tenderer to sign the tender documents for all the component parts.
- 6. The main contractor shall be responsible and liable for proper and complete execution of the Electrical work and ensure coordination and completion of both civil and electrical work.
- 7. The associate or sub-contractor shall sign a Agreement/Contract along with the main tenderer, for technical compliance of specification, guarantee etc.
- 8. The associate or sub contractor shall attend the inspection of the work by the Engineer-in-Charge of E&M works as and when required.

## MEMORANDUM OF UNDERSTANDING [M.O.U] BETWEEN (TO BE SUBMITTED BEFORE START OF WORK)

1] M/S [Name of the firm with full address)
Enlistment Status
Valid Upto:
[ Henceforth called the main contractor]
And

2] M/S [ Name of the firm with full address)

**Enlistment Status** 

Valid Upto:

[ Henceforth, called Associated Specialized agency or Specialized agency]

Name of Work:-Dismantling the 15 K Wp Solar power plant, Providing addition point wiring in common toilets, replacement of faulty street light cables at BSI, Yercaud..

of an estimated cost of Rs. 5, 83, 585 /-/-as per schedule, specifications, terms and conditions of the tender. We state that M.O.U's. between us will be treated as an agreement and has legality as per Indian Contract Act (amended upto date) and the department (CPWD) can enforce all the terms and conditions of the agreement for execution of the above work. Both of us shall be responsible for the execution of work as per the agreement to the extent of the MOU allows.

We have agreed as under:

- 1- The associated electrical contractor will execute all electrical works in the wholesome manner as per terms and conditions of the agreement. Any type of internal transaction between the electrical contractor and main contractor shall be as per their convenience and mutual understanding without involving the department. Security deposit shall be deducted as per agreement.
- 2- The electrical contractor shall be liable for disciplinary action and other legal actions as per agreement if he fails to discharge obligation as per this agreement besides forfeiture of the security deposit.
- 3- All the machinery and equipments, tools and tackles required for execution of the electrical works. As per agreement shall be the responsibility of the electrical contractor.
- 4- The site staff required for the electrical work shall be arranged by the electrical contractor as per terms and conditions of the agreement.

| SIGNATURE OF MAIN CONTRACTOR | SIGNATURE OF ASSOCIATED SPECILAIZED AGENCY |
|------------------------------|--|
| Date                         | Date                                       |
| Place                        | Place                                      |

#### **WILLINGNESS CERTIFICATE**

#### (To be submitted before start of work)

**Name of Work:** Dismantling the 15 K Wp Solar power plant, Providing addition point wiring in common toilets, replacement of faulty street light cables at BSI, Yercaud.

I hereby give my willingness to work as electrical contractor for the above mentioned work.

I will execute the work as per specifications and conditions for the agreement and as per direction of the Engineer-in-charge. Also I will employee full time technically qualified supervisor for the works. I will attend inspection of officers of the department as and when required.

| Date: | Signature of specialized agency |
|-------|---------------------------------|
|       |                                 |

# PART-B

#### **ANNEXURE-I**

#### CONDITIONS

#### 1.0 General

- 1.1 The work shall be executed as per CPWD General Specifications for Electrical Works (Part I Internal) 2013, (Part II External) 1994 wherever applicable, as per relevant IS and as per directions of Engineer-in-Charge. The technical specifications are to be read in conjunction with above and in case of variations; technical specifications of tender document shall apply. Nothing extra shall be paid on account of additional features in the technical specifications as the same are to be read along with schedule of quantities for the work.
- 1.2 The Department shall not issue any T & P and nothing extra shall be paid on account of this.
- **1.3** The work to be awarded by this tender shall be treated as indivisible works contract.

#### 2.0 Terms of payment:

The following percentage of contract rates shall be payable against the stages of work as shown.

| SI. No | Stage of Work Maximum paymer   |     |  |  |  |
|--------|--|-----|--|--|--|
| -      | After initial inspection (wherever specified) & Supply at site in good condition | 80% |  |  |  |
| 2      | On completion of pro - rata installation   | 10% |  |  |  |
|        | On part commissioning and completion   | 5%  |  |  |  |
| 4      | On completion of major seasonal test/Handing over                                | 5%  |  |  |  |

2.1 No foreign exchange shall be made available by the Department for importing (purchase) of equipment's, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.

#### **3.0** Rates:

The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including works contract tax), octroi, entry tax, duties and levies and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site i/c temporary Constructional storage, risks, overhead charges, general liabilities / obligations and clearance from local authorities, The fee for the inspection of installation by government authorities shall be reimbursed by the department on production of receipts. The contractor has to, however, initially make the payment. Likewise service tax if applicable shall be initially paid by the contractor & shall be reimbursed to him by the department after verification of payment receipts etc.

#### **RATES TAXES AND DUTIES:**

(i) The work shall be treated as on works contract basis and the rates tendered shall be for complete items of works inclusive of all taxes duties, and levies etc. and all charges for items contingent to the work, such as packing, forwarding, insurance, freight and delivery, installation, testing, commissioning etc at site i/c temporary constructional storage, risk, overhead charges, general liabilities/obligations etc.

- (ii) Being an indivisible works contract, taxes, duties etc. are not payable separately.
- (iii) The C/D forms for concession of CST will not be issued to firms for procurement of materials.
- (iv) All Statutory deductions like Income Tax, Tamilnadu Manual Workers welfare Fund recovery etc. at applicable rates will be made from the Contractors bill.

#### 4.0 Completeness of tender:

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

#### 5.0 Care of the Building:

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

#### 6.0 Completion period:

The completion period indicated in the tender documents is for the entire work of planning, designing, approval of General arrangement drawings, supplying, installation, testing, commissioning and handing over of the entire installation to the satisfaction of the Engineer-in-charge.

#### 7.0 Performance Guarantee:

- a. The tenderer shall guarantee among other things, the following vis-à-vis specifications.
- b. Quality, strength and performance of the materials used.
- c. Safe mechanical and electrical stress on all parts under all specified conditions of operation.
- d. Satisfactory operation during the maintenance period.

#### 8.0 Defect Liability Period:

All the equipment's shall be guaranteed for a period of 12 months from the date of taking over the installation by the department against unsatisfactory performance and / or break down due to defective design, workmanship of material. The equipment's or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in-Charge. In case it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the Engineer-in-Charge in this regard shall be final. The LED fittings shall be warranted for a minimum period of 2 years.

#### 9.0 Power Supply:

Power Supply for the purpose of Installation of equipment's shall be arranged by the contractor at their own cost.

#### 10. Extent of work:

10.1 The work shall comprise of entire labor including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning as may be required by the department. The term complete installation shall not only mean major items of the plant and equipment covered by Technical Specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender documents in connection with this contract.

- 10.2 Minor building works necessary for installation of equipment, foundation, making of opening in walls or in floors and restoring to their original condition, finish and necessary grouting etc. as required to be undertaken.
- 10.3 The work is turnkey project. Any item required for completion of the project but left inadvertently shall be executed with in the quoted rates.

#### 11.0 Compliance with Regulations and Indian standards

- 12.1 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to this work. In particular, the equipment and installation shall comply with the following:
  - 12.1.1 Factories Act
  - 12.1.2 Indian Electricity Rules
  - 12.1.3 I.S. & BS Standards as applicable
  - 12.1.4 Workmen's compensation Act
  - 12.1.5 Statutory norms prescribed by local bodies
- 12.2 Nothing in this tender shall be construed to relieve the successful tenderer of their responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

#### 12. Indemnity:

The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the department shall not be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipment and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer due to the above.

#### 13.0 Erection Tools:

No tools and tackles either for unloading for shifting the equipment for erection purposes would be made available by the department. The successful tenderer shall make own arrangement for all these facilities.

#### 14.0 Cooperation with other agencies:

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

#### 15.0 Order of Preference:

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

- 1. Schedule of quantities
- 2. Additional and Commercial Conditions
- 3. Technical specifications specified in the tender
- 4. General Conditions of Contract for CPWD Works
- 5. Drawings
- 6. CPWD General Specifications
- 7. Relevant IS or any other International code in case IS code is not available.

#### ANNEXURE-II

#### COMMERCIAL AND ADDITIONAL CONDITIONS

Name of work:Dismantling the 15 K Wp Solar power plant, Providing addition point wiring in common toilets, replacement of faulty street light cables at BSI, Yercaud.

#### 1.0 GENERAL

1.1 This specification covers the work detailed in Schedule-A.

**LOCATION:** As indicated in the Annexure - II. The tenderer should in his own interest visit the site sand familiarize himself with the site conditions before tendering.)

1.2 No T&P shall be issued by the department and nothing extra shall be paid on Account of this.

#### 2.0 COMMERCIAL CONDITIONS:

#### 2.1 **TYPE OF CONTRACT**:-

The work to be awarded by this tender shall be treated as indivisible work contract.

- 2.2 PURCHASE, SUBMISSION AND OPENING OF TENDER:-
- 2.2.1 Bidders shall submit the Cost of tender Documents, E Tender processing fee and Earnest Money in prescribed manner as indicated in the Press notice/in the Notice inviting Tender.
- 2.2.2 The tender will be in single bid system.
- 2.2.3 The price bid will be opened by the Assistant Engineer (E) in the presence of there preventatives of the tenderers who wish to be present on the due date and time of opening of price bid.
- 2.2.4 The department reserves the right to reject any or all the price bids and call for fresh Prices / tenders as the case may be without assigning any reason.

#### **3.0 RATES TAXES AND DUTIES:**

- I. The work shall be treated as works contract basis and the rates tendered shall be for complete items of works inclusive of all taxes (including GST, Labour Cess), duties, and levies etc.
- **II.** Being an indivisible works contract, GST (or) any other duty etc. are not payable separately.
- III. GST on Works contract for the work shall be included within the quoted rates for the various items.
- **IV.** All Statutory deductions like **GST, IT, TDS**, Tamilnadu building and other labor welfare Cess recovery etc., at applicable rates will be made from the Contractors bill.

#### 4.0 PAYMENT TERMS:

- **4.1** Terms of payment shall I be as per relevant clauses of CPWD 7/8.
- **4.2**Deduction of Security Deposit shall be governed by standard / relevant clauses of CPWD 7/8.

#### 5.0 VALIDITY

As stipulated in the Form CPWD6.

- 2.1. The department reserves the right to send such materials to the manufacturers / authorized test laboratory to verify the genuineness and quality of the product.
- 2.2. The work shall be carried out in engineering like manner and bad workmanship shall be rejected summarily. For redoing the job, no claim of the contractor shall be entertained on this account.
- 2.3. Payment terms: On account payments for part work (after stipulated and statutory deductions) as assessed by the Engineer in-charge for the applicable items in the Contract shall be payable at part rates not exceeding the percentage indicated against the stages of work mentioned below:

a) Items of CSS, HT Panel, LT panels etc.

| S.N           | Stage of work  | <del>Percentage of</del> |
|---------------|--|--------------------------|
|               |  | Rate                     |
| a             | On initial inspection of material and delivery at site in good | <del>80%</del>           |
|               | condition on pro-rata basis                                    |                          |
| b             | On completion of installation on pro-rata basis                | <del>10%</del>           |
| <del>c.</del> | On completion of testing and commissioning                     | <del>5%</del>            |
| d             | At the time of payment of final bill                           | <del>5%</del>            |

 Items connected with point wiring, circuit wiring, sub-main wiring, power point wiring and light plug wiring

| SL | Stage of work  | Percentage<br>Rate | of |
|----|--|--------------------|----|
| а  | On laying of conduits with accessories, switch boxes, etc. on prorata basis          | 40%                |    |
| b  | On drawing of wires including terminations, switches, sockets etc. on pro-rata basis | 40%                |    |
| C. | On completion of item and after testing and commissioning                            | 15%                |    |
| d  | At the time of payment of final bill   | 5%                 |    |

c) For other items, the part rates will be decided by the Engineer-In-Charge of the work and shall be binding on the contractor.

#### 2.4. **LUMINAIRES:**

- 2.4.1. A sample of each item of schedule of supply shall be handed over by the bidder in the office of the Engineer in charge (Electrical) before procurement of the fittings. These samples shall be returned back afterwards.
- 2.4.2. The make of luminaries shall be strictly as per the tender conditions. The contractor must submit technical literature & photometric data, LM 79 and LM 80 type test certificates along with write up of the luminaries to be supplied by him.
- 2.4.3. Copy of type test certificate for all types of luminaries as per BIS, including type test certificate from a Central / State government or public sector laboratory or a laboratory recognized / accredited by the Central / State Government for such tests for the light fittings shall be submitted before acceptance of the fittings.
- 2.4.4. Contractors should obtain an undertaking from the manufacturer that they have a system of quality control to ensure consistent good quality of the finished product and as such has a scheme of inspection of the light fittings. They should agree for inspection of the light fittings and testing as per relevant IS and other standards in their labs.
- 2.4.5. GUARANTEE: All the electrical light fittings with all its components (Except LED luminaries) shall be guaranteed for a minimum period of **two year** or for a period for which the manufacturer gives their normal guarantee whichever is longer from the date of completion / acceptance of the installation. All the LED type of luminaries including all accessories and drivers shall be guaranteed for a minimum period of 5 years or for the normal period of guarantee provided by the manufacturer whichever is longer from the date of completion / acceptance of the installation. The contractor shall remain responsible for replacement / repair of the fittings free of cost if they are found not operating / glowing during maintenance / warrantee period.
- 2.4.6. Additional Security deposit shall be withheld @ 2.5% of LED luminaries work and the same will be released after completion of 5 years from the date of hand over to department/ completion of work whichever is later.
- 2.5. It will be the obligatory on the part of the contractor to get all the light fittings and fixtures and their components / accessories inspected by authorized engineer / personnel of the manufacturer of the fittings at site after the materials are received at site and obtain certificate that the materials reached at site are genuine and manufactured by them.

- 2.6. All MCCBs with lcs = 100% lcu shall only be provided except mentioned.
- 2.7. All the MCCBs / RCCBs/ MCBs/ MCB DBs shall be of similar make. MCBs shall be of 10 KA rating. For incomer MCCBs in panel's earth leakage protection shall be provided. The KA rating for MCCB shall be as per the item.
- 2.8. The contractor will have to arrange for insulation and other tests like cable test etc. as per rules in the presence of the representative of Engineer-in-Charge as and when required by him and submit the test report in triplicate before the work can considered as complete.
- 2.9. The contractor shall be responsible for the safe custody of the electrical installation in the building, including fitting and fixtures till the installations handed over to the department. He should make his own arrangement for proper watch and ward at his risk and cost. No claim will be entertained on this account.
- 2.10. The work is to be carried out in workman like manner and generally in accordance with the plans. However, the contractor will be bound to carry out the work with minor deviation over the plan supplied if desired by the Engineer-in-Charge of the work.
- 2.11. Stage payment to the contractor for various minor components of work shall be regulated as per CPWD Specifications. For works for which the % payment is not specially mentioned in the specification, the rate of stage payment shall be decided by Engineer-in-Charge.
- 2.12. Any Damage done to the building during the execution of electrical work shall be made good immediately at his own cost to the entire satisfaction of the Engineer-in-Charge.
- 2.13. All PVC insulated copper conductor cables used for the work shall be FRLS type with ISI mark and of make as per approved list.
- 2.14. Wherever makes of LT panels/Feeder pillars are not specifically mentioned in schedule/particular sub work specification, the same shall be fabricated by panel builders with in house facilities for seven or more tank treatment process and powder coating. They also shall have approval from CPRI for panels with rating not less than the bus bar rating of the item.
- 2.15. Drawings of all panels and fabricated equipments shall be submitted to the Engineer-In Charge got approved before fabrication.
- 2.16. The connections, inter-connections, earthing and inter-earthing shall be done by the contractor wherever required to be done for energization of the installation and nothing extra shall be paid on this account.
- 2.17. General arrangement of Feeder Pillar shall be got approved before fabrication work starts. Drawing with details shall be submitted to the Engineer-in-Charge and got approved before fabrication.
- 2.18. Cable route and pole locations shall be marked in drawing / site and got approved by the Engineer-in-charge or his representative before commencement of work.

### Schedule of Work

Name of work:- Dismantling the 15 K Wp Solar power plant, providing additional point wiring in common toilets, replacement of faulty street light cables at BSI, Yercaud.

| SI.<br>No | DSR /<br>MR    | Description of Item  | Qty   |      | Qty      |       | Rate     | Unit | Amount |
|-----------|----------------|--|-------|------|----------|-------|----------|------|--------|
| 1         | MR<br>1.10     | Dismantling of 15 K Wp solar power plant i/c shift the materials to the store etc as reqd.   | 1     | job  | 20069.00 | Each  | 20069.00 |      |        |
|           |                | Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc as required. |       |      |          |       |          |      |        |
| 3         | 1.10.3<br>1.14 | a. Group C Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required  | 20    | pts  | 990.00   | Point | 19800.00 |      |        |
| 4         | 1.14.1<br>MR   | 2 X 1.5 sq. mm + 1 X 1.5 sq. mm earth wire   | 15.00 | mtrs | 146.00   | Mtr   | 2190.00  |      |        |
|           |                | SITC of 15 W LED surface mounted fitting directly on existing ceiling/wall i/c connection with 1.5 sq mm PVC insulated copper conductor single core cable etc. as required. (Make:Wipro; Model:LD80-131-XXX-60SM or equivalent model from Phillips, Crompton, Bajaj)   | 4     | nos  | 1945.00  | Each  | 7780.00  |      |        |
| 5         | MR             | SITC of 10 W LED bulk head fitting directly on existing wall i/c connection with 1.5 sq mm PVC insulated copper conductor single core cable etc. as reqd. (Make:Wipro; Model:LW07-141-XXX-57-G1 or equivalent model from Phillips, Crompton, Bajaj)  | 10    | nos  | 1981.00  | Each  | 19810.00 |      |        |
| 6         | MR             | Supply Installation of 230mm sweep exhaust fan in the existing opening, i/c making good the damage, connection, testing, commissioning etc as reqd. (Make  |       |      |          |       |          |      |        |
|           |                | : Havells / Crompton / Orient / Usha)  | 6     | nos  | 2540.00  | Each  | 15240.00 |      |        |

| 7  | 2.3          |   |        |      |          |   |           |
|----|--------------|---|--------|------|----------|---|-----------|
|    |              | Supplying and fixing following way, single pole and neutral, sheet steel, MCB distribution board, 240 volts, on surface/recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator)   |        |      |          |   |           |
| o  | 2.3.1        | a) 2 + 4 way/ 6 way Double door.  | 1      | no   | 1661.00  | Each                                    | 1661.00   |
| 8  | 2.10         | Supplying and fixing 5 amps to 32 amps rating, 240/415 volts, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.   |        |      |          |   |           |
| _  | 2.10.1       | a) Single pole.   | 2      | nos  | 199.00   | Each                                    | 398.00    |
| 9  | 2.12         | Supplying and fixing following rating, double pole, 240 volts, isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required.   |        |      |          |   |           |
|    | 2.12.1       | a) 40 amps.   | 1      | no   | 339.00   | Each                                    | 339.00    |
| 10 | MR           | Supplying and fixing 12V 150 AH tall tubular battery i/c buy back the old 12V 150 AH battery etc as reqd.   | 16     | nos  | 19576.00 | Each                                    | 313216.00 |
| 11 | MR           |   |        |      |          |   |           |
|    |              | Supply of following PVC Insulated and PVC Sheathed / XLPE insulated , sheathed armoured aluminium conductor power cable confirming to IS 7098 IS 7098 Part-I, 1.1 KV grade etc.as reqd.  a) 2 core x 10 sq.mm.  | 200.00 | mtrs | 192.00   | Meter                                   | 38400.00  |
| 12 | MR           | -, <u> </u>   |        |      | .,       | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |           |
|    |              | Supplying and laying of following size DWC HDPE pipe ISI marked along with all accessories like socket, bend, couplers etc. conforming to IS 14930, Part II complete with fitting and cutting, jointing etc.direct in ground (75 cm below ground level) including excavation and refilling the trench but excluding sand cushioning and protective covering etc., complete as required. |        |      |          |   |           |
|    |              | a) 40 mm dia (OD-40 mm & ID-32 mm nominal).   | 180.00 | mtrs | 231.00   | Meter                                   | 41580.00  |
| 13 | 1.5          | nonmaty.  | 100.00 | mers | 257.00   | Meter                                   | 11300.00  |
|    |              | Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size in the existing RCC/ HUME/ METAL pipe as required.   |        |      |          |   |           |
| 14 | 1.5.1<br>1.6 | a) Upto 35 sq. mm. Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size in the existing masonry open duct / connection etc as required.   | 180.00 | mtrs | 31.00    | Meter                                   | 5580.00   |
|    | 1.6.1        | a) Upto 35 sq. mm.  | 20.00  | mtrs | 24.00    | Meter                                   | 480.00    |
|    |              |   |        |      |          |   |           |

| 15 | 9.1   | Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.   |        |      |         |       |           |
|----|-------|---|--------|------|---------|-------|-----------|
|    | 9.1.2 | a) 2 X 10 sq. mm (19mm)   | 22     | sets | 203.00  | Set   | 4466.00   |
| 16 | 5.18  | Providing and fixing 6 SWG dia G.I. wire on surface or in recess for loop earthing along with existing surface/ recessed conduit/ submain wiring/ cable as  |        |      |         |       |           |
|    |       | required.   | 200.00 | mtrs | 37.00   | Meter | 7400.00   |
| 17 | MR    |   |        |      |         |       |           |
|    |       | Supplying and fixing LED street light luminare with die cast aluminium housing, with street optic Lens of 40 watts complete with all accessories and fixing on existing brackets on street light poles, testing and commissioning etc. as required. (Make:Wipro; Model:LR06-501-XXX-57XX or equivalent model from list of |        |      |         |       |           |
|    |       | approved Makes)   | 18     | nos  | 4732.00 | Each  | 85176.00  |
|    |       |   |        |      | Total   | Rs    | 583585.00 |

(Rupees Five lakh eighty eight thousand one hundred and fifty six only)

ASSISTANT ENGINEER (E) CCESD, CPWD, COIMBATORE.

#### **ADDITIONAL CONDITIONS**

- The work shall be carried out in accordance with CPWD general specifications for electrical works 1994 part I (Internal) amended upto date. The installation shall comply with the requirement of Indian Electricity Rule 1956 as amended upto date.
- Approval of Engineer in charge shall be taken well in advance for all materials to be used in the work.
- All repair and patch work shall be neatly carried out to match the original finish and to the entire satisfaction of Engineer in charge.
- The contractor shall make his own arrangement for storage & watch ward of materials at his own cost till the final handing over the installation to client department.
- The contractor shall make his own arrangement for all T & P including special T&P.
- All the debris due to electrical work shall be removed from the site by the contractor as soon as the work is completed.
- Flectrical works shall be carried out by the contractor along with progress of civil works.
- The electrical work shall be carried out according to the drawing & schedule supplied subject to change if any made by the Engineer in charge.
- All the conduit drops shall be laid on walls prior to plastering by the civil wing. The PVC conduits shall be terminated with suitable PVC glands / reducer.
- Main board GA drawing shall be got approved from the Engineer in charge.
- Socket shall be 3 pin / 6 pin only to be used for the work.
- Installation of MDB, SDB include making niches in walls and making good the same wherever required.
- All the switch board shall be recess mounting.
- Providing earthing lugs in all the switch board for connecting earth wire are included in the scope of work.
- Recovery will be made for not providing ceiling rose for light/ fan/ Exh. fan/ call point @ Rs15.00
- Phenolic laminated sheet shall be at least 3 mm thick with "ISI" marked and of approved make.
- 17 The rupturing capacity of the MCB shall be 10 KA.
- MCB DB, RCCB and MCB shall be same make.

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Only deep junction box shall be used for the recesses wiring system.

All junction box & MS boxes shall be covered with 3mm thick phenolic laminated sheet.

- PVC inslu: conductor end shall be of multi strand, FR quality.
- <sup>22</sup> Care shall be taken while rewiring wiring of quarters that the all live terminal must be switched off / coved to avoid any electric shock. As far as possible in each quarter wiring for light and fan must be completed in one day.
- All the safety measures of the labours rest with the contractor.

ASSISTANT ENGINEER (E).

The following are the preferred make of the materials to be used for the work.

| Internal Electrical Installations |                                    |  |  |
|-----------------------------------|------------------------------------|--|--|
| S. No.                            | Name of the Product                | Makes  |  |
|                                   | Single core FRLS PVC insulated     |  |  |
| 1                                 | copper conductor cable             | Polycab / Havells / RR Kabel / KEI (ISI Marked)          |  |
|                                   | XLPE insulated 1.1 KV grade copper | Polycab / KEI / Havells / RR Kable (ISI marked)          |  |
| 2                                 | conductor cable                    |  |  |
|                                   |                                    |  |  |
| 3                                 | PVC conduit                        | AKG / BEC / Avon plast / Precision (ISI marked)          |  |
|                                   | MCB, MCCB, MCB DB, Isolator, RCCB, |  |  |
| 4                                 | Starter, Contractor, etc.          | L&T / Siemens / Schneider / Legrand                      |  |
| 5                                 | Cable lugs / glands                | Dowell / Gripwel / Jainsons / Comet                      |  |
|                                   | Modular Switch, Socket, Telephone  |  |  |
|                                   | Socket, T.V. Socket, 5 A Plug, 15A |  |  |
| 6                                 | Plug, LAN Socket, G.I. Box etc.    | Legrand Myrius / Northwest – NOWA / Schneider Opale      |  |
|                                   |                                    |  |  |
| 7                                 | DB, Isolator                       | Siemens / ABB / L&T / C&S / Schneider / Legrand          |  |
| 0                                 | DIVIC Diag                         | Devil Comini (Common of Drivers                          |  |
| 8                                 | DWC Pipe                           | Rex/ Gemini/Supreme/Prince                               |  |
| 9                                 | Indoor LED Fixtures                | Wipro / Philips / Lighting Technology / Crompton Greaves |  |
|                                   | Ceiling Fan / Exhaust fan / Wall   |  |  |
| 10                                | Mounted fan                        | Crompton / Havells / Orient / USHA / Almonard            |  |
| 11                                | Battery                            | Amron/Exide  |  |

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|-----------------------|-----|----|
| A33I3TAINT ENGINEER ( | (⊏  | ٦. |