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NAME OF WORK: Repairing of 430 KWp roof top Solar Plant installed at PHQ, Tihar Jail, New Delhi.

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NIT No.: 81/EE(E)/West Elect Div(M-131N)/PWD/2022-23 containing 33 Pages is hereby approved for **Rs. 18,44,261/- (Rupees Eighteen Lac Forty Four Thousand Two Hundred Sixty One Only)**

Sr. Draughtsman,
WED (M-131N), PWD,
41 Rama Road, Zakhira, ND

Assistant Engineer (E) P,
WED (M-131N), PWD,
41 Rama Road, Zakhira, ND

Executive Engineer (E),
WED (M-131N), PWD,
41 Rama Road, Zakhira, ND

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

The Executive Engineer (E), West Electrical Division (M-131N), PWD, 41 Rama Road, Zakhira New Delhi-15, Telephone No. 25459518, 25459519, e-mail ID eepwddelhim131@gmail.com, invites on behalf of President of India, online percentage rate tenders in two bid System (i) Pre qualification bid & (ii) Price bid, from **(a). Manufacturers/ OEMs, (b). Specialized Firms & (c). Approved and eligible CPWD Building & Roads category contractors** for the following work through e-tendering only:-

S No.	NIT No.	Name of work & location	Estimated cost put to bid	Earnest Money	Period of completion	Last date & time of Submission of bid	Time & date of opening of bid
1	2	3	4	5	6	7	8
1	81/EE(E)/West Elect Div(M-131N)/PWD/2022-23	Repairing of 430 KWp roof top Solar Plant installed at PHQ, Tihar Jail, New Delhi.	₹18,44,261/-	36,885/-	01 Month	24.01.2023 upto 3.00 PM	On or after 24.01.2023 to 3.30 PM

****To be filled in by EE**

THE ELIGIBILITY CRITERIA MENTIONED AS BELOW:

The Firms who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.

The specialized firms satisfies the following eligibility criteria:-

Experience of having successfully completed similar works during the last seven years ending last day of month previous to the one in which tenders are invited.

- i) Three similar completed works each costing not less than 40% of the estimated cost put to tender,
- Or**
- ii) Two similar completed works each costing not less than 60% of the estimated cost put to tender,
- Or**
- iii) One similar completed work each costing not less than 80% of the estimated cost put to tender.

All amounts rounded off to a nearest convenient figure.

They should submit completion Certificate of having completed similar work in central Govt. Department/State Govt. Department/Central Autonomous Bodies/State Autonomous Bodies/Central Public Sector Undertaking/ State Public Sector Undertaking, During the last Seven years ending previous day of last date of submission of bids.

(Completion Certificates of Work experience signed not below the rank of Executive Engineer).

Similar work shall mean **“SITC of Solar Photo Voltaic Power Generation System”**

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The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids.

DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF TENDER

Bid documents shall be considered valid only of those contractors who will upload the scanned copies of the following documents along-with bid.

- (1) Scanned copy of Earnest Money in favour of **Executive Engineer, CBMD M-131(N), PWD.**
- (2) Scanned copy of Receipt of EMD submitted in any division of PWD / CPWD, Delhi.
- (3) Scanned copy of Registration Certificate of GSTIN 2017.
- (4) Scanned copy of Certificate of Manufacturers/ OEMs (For Manufacturers/ OEM only).
- (5) Scanned copy of Completion Certificates of Work experience signed not below the rank of Executive Engineer and it is mandatory that in the completion certificate it is clearly mentioned (a). Actual Value of work done & (b). Actual date of completion otherwise the tender of the firm is rejected (**for Non CPWD Registered Contractor**).

(NOTE: If private works are shown in support of eligibility, certified copy of the tax deducted at source certificate (TDS) shall be submitted along with the experience certificate and the TDS amount shall tally with the actual amount of work done)

- (6) Scanned copy of Valid CPWD Registration Certificate of Buildings & Roads category.
- (7) Scanned copy of Valid Electrical License.
- (8) For Non CPWD Registered Contractor:-
 - (a) Average annual financial turnover should be atleast 50% of the estimated cost during the immediate last three financial year ending 31st march 2021.
 - (b) Should not have incurred any loss in more than one year during the last five years ending 31st March, 2021.
- (9) Scanned copy of Current Address, E-mail ID & Mobile Number.

Similar work shall mean “SITC of Solar Photo Voltaic Power Generation System”

Earnest Money of **Rs. 17,764/-** in the form of Treasury Challan or Demand Draft or Pay order or Banker’s Cheque or Deposit at Call Receipt or Fixed Deposit Receipt **(drawn in favour of “Executive Engineer, CBMD M-131(N), PWD”)**.

The original EMD should be deposited either in the office of Executive Engineer inviting tender or division office of any Executive Engineer, PWD within the period of tender submission. The EMD documents shall only be issued from the place in which the office of receiving division office is situated. The EMD receiving Executive Engineer shall issue a receipt of deposition of earnest money deposit to the tenderer in the prescribed format. This receipt shall also be uploaded to the e-tendering website by the intending tenderer up to the specified tender submission date and time. This receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time.

Further details can be seen at : <https://govtprocurement.delhi.gov.in> Tender ID No 2023_PWD_ _1

A part of earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in

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shape of Bank Guarantee of any Scheduled Bank having validity for six months or more from the last date of **online receipt of bids** which is to be scanned and uploaded by the intending bidders.

Copy of Enlistment Order and other document as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice / CPWD-6 shall have to be submitted by the lowest bidder only within a week physically in the office of bid opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, **whose original Earnest Money Deposit deposited with any division office of PWD / CPWD, Delhi** and other documents scanned and uploaded are found in order.

****To be filled in by EE**

Executive Engineer (E),
West Elect. Div. (M-131N), PWD,
41 Rama Road, Zakhira, New Delhi

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INFORMATION AND INSTRUCTION FOR BIDDERS

1. **Bids documents:** - The collection of Bid documents is dispensed away with as there is no physical supply of bid documents and to have absolute anonymity of the bidders participating in e-procurement solution. The bidders can view / download the bid documents, from the <https://govtprocurement.delhi.gov.in>.
2. **Submission of Bids:** The bidders who are desirous of participating in 'e' procurement shall submit their price bids in the standard formats prescribed in the bid documents, displayed at <https://govtprocurement.delhi.gov.in>. The bidder should upload the scanned copies of all the relevant certificates, documents etc., in the <https://govtprocurement.delhi.gov.in> in support of their price bids. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity.
3. **Price Bid Opening:** The Price Bids will be opened online by the concerned officer / officers at the specified date & time and the result will be displayed on the <https://govtprocurement.delhi.gov.in>, which can be seen by all the bidders who participated in the bids.
4. **Processing of Bids:** The concerned officer/officers will evaluate and process the Bids as done in the conventional bids and will communicate the decision to the bidder online.
5. **Payment of performance Guarantee:** The bidder whose bid is accepted will be required to furnish performance guarantee of **3% (Three percent)** of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract. This guarantee shall be in the form of DD / Banker Cheque / pay order / FDR / guarantee bonds of any scheduled bank drawn in favour of **Executive Engineer, CBMD M-131(N), PWD, 41 Rama Road Zakhira New Delhi-15.**
6. **Participation of Bidders at the time of opening of bids:** Bidders have two options to participate in tendering process at the time of opening of Bids:
 - (i) Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process.
 - (ii) Bidders can visualize processing online.
9. **Participation Financial Rules for e-procurement:** The e-procure system would be applicable for purchase of goods, outsourcing of services and execution of work as prescribed in GFRs / PWD manual.
10. **Signing of agreement:** After the award of the contract, an agreement may be signed as done in Conventional Bids.

Sr. Draughtsman,
WED (M-131N), PWD,
41 Rama Road, Zakhira, ND

Assistant Engineer (E) P,
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Executive Engineer (E),
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**PUBLIC WORKS DEPARTMENT
NOTICE INVITING TENDER**

The Executive Engineer (E), West Electrical Division (M-131N), PWD, 41 Rama Road, Zakhira New Delhi-15, Telephone No. 25459518, 25459519, e-mail ID eepwddelhim131@gmail.com, invites on behalf of President of India, online percentage rate tenders in two bid System (i) Pre qualification bid & (ii) Price bid, from **(a). Manufacturers/ OEMs, (b). Specialized Firms & (c). Approved and eligible CPWD Building & Roads category contractors** for the following work through e-tendering only:-

1. Completion Certificates of Work experience signed not below the rank of Executive Engineer and it is mandatory that in the completion certificate it is clearly mentioned (a). Actual Value of work done & (b). Actual date of completion otherwise the tender of the firm is rejected **(For Non CPWD Registered Contractor).**

- 1.1 The work is estimated to cost **Rs. 18,44,261/-**. This estimate, however, is given merely as a rough guide.

1.2 THE ELIGIBILITY CRITERIA MENTIONED AS BELOW:

The Firms who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.

The specialized firms satisfies the following eligibility criteria:-

Experience of having successfully completed similar works during the last seven years ending last day of month previous to the one in which tenders are invited.

- i) Three similar completed works each costing not less than 40% of the estimated cost put to tender,

Or

- ii) Two similar completed works each costing not less than 60% of the estimated cost put to tender,

Or

- iii) One similar completed work each costing not less than 80% of the estimated cost put to tender.

All amounts rounded off to a nearest convenient figure.

They should submit completion Certificate of having completed similar work in central Govt. Department/State Govt. Department/Central Autonomous Bodies/State Autonomous Bodies/Central Public Sector Undertaking/ State Public Sector Undertaking, During the last Seven years ending previous day of last date of submission of bids.

(Completion Certificates of Work experience signed not below the rank of Executive Engineer).

Similar work shall mean "SITC of Solar Photo Voltaic Power Generation System"

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids.

DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF TENDER

Bid documents shall be considered valid only of those contractors who will upload the scanned copies of the following documents along-with bid.

- (1) Scanned copy of Earnest Money in favour of **Executive Engineer, CBMD M-131(N), PWD.**
- (2) Scanned copy of Receipt of EMD submitted in any division of PWD / CPWD, Delhi.
- (3) Scanned copy of Registration Certificate of GSTIN 2017.
- (4) Scanned copy of Certificate of Manufacturers/ OEMs (For Manufacturers/ OEM only)..
- (5) Scanned copy of Completion Certificates of Work experience signed not below the rank of Executive Engineer and it is mandatory that in the completion certificate it is clearly mentioned (a).

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Actual Value of work done & (b). Actual date of completion otherwise the tender of the firm is rejected **(for Non CPWD Registered Contractor)**.

(NOTE: If private works are shown in support of eligibility, certified copy of the tax deducted at source certificate (TDS) shall be submitted along with the experience certificate and the TDS amount shall tally with the actual amount of work done)

- (6) Scanned copy of Valid CPWD Registration Certificate of Buildings & Roads category.
- (7) Scanned copy of Valid Electrical License.
- (8) For Non CPWD Registered Contractor:-
 - (a) Average annual financial turnover should be atleast 50% of the estimated cost during the immediate last three financial year ending 31st march 2021.
 - (b) Should not have incurred any loss in more than one year during the last five years ending 31st March, 2021.
- (9) Scanned copy of Current Address, E-mail ID & Mobile Number.

Similar work shall mean “SITC of Solar Photo Voltaic Power Generation System”

The original EMD should be deposited either in the office of Executive Engineer inviting tender or division office of any Executive Engineer, PWD within the period of tender submission. The EMD documents shall only be issued from the place in which the office of receiving division office is situated. The EMD receiving Executive Engineer shall issue a receipt of deposition of earnest money deposit to the tenderer in the prescribed format. This receipt shall also be uploaded to the e-tendering website by the intending tenderer up to the specified tender submission date and time. This receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time.

Certified copy of all the scanned and uploaded documents as specified in press notice/ CPWD-6 except soft copy of NIT in PDF shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority. Certified Copies mean Photo Copies duly self attested.

Online bid documents submitted by intending bidders shall be opened only of those tenderer, who have uploaded the scanned copies of the required documents and uploaded receipt of Earnest Money Deposit and if these documents are found in order.

2. The bids can be uploaded on website **up to 03.00 PM on 24.01.2023** The bids will be opened on **24.01.2023 at 03.30 PM** by The **Executive Engineer (E), West Electrical Division (M-131N), PWD, 41 Rama Road, Zakhira New Delhi-15**. The bid will be displayed on the website **https://govtprocurement.delhi.gov.in** which can be seen by all the contractors who participated in the Bids.
3. Agreement shall be drawn with the successful bidders on prescribed Form No. C.P.W.D. 7 which is available as a Govt. of India Publication and also available on web site www.cpwd.gov.in. The bidder shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
4. The time allowed for carrying out the work will be **01 Month** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
5. The site for the work is available.
6. Bid documents consisting of plans, specifications, the schedule of quantities of the various type of item to be executed and the set of terms & conditions of contract to be complied with and other necessary documents, Standard General Condition of Contract Form can be seen on web site **https://govtprocurement.delhi.gov.in** free of cost.
7. 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.
8. 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.

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9. Earnest Money of Rs. **36,885/-** in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of **Executive Engineer, CBMD M-131(N), PWD**) 41 Rama Road Zakhira New Delhi-15;
The original EMD should be deposited either in the office of Executive Engineer inviting tender or division office of any Executive Engineer, PWD / CPWD within the period of tender submission. The EMD documents shall only be issued from the place in which the office of receiving division office is situated. The EMD receiving Executive Engineer shall issue a receipt of deposition of earnest money deposit to the tenderer in the prescribed format (enclosed on page-11). This receipt shall also be uploaded to the e-tendering website by the intending tenderer up to the specified tender submission date and time.
*A part of earnest money is acceptable in the form of Bank Guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any Scheduled Bank having validity for six months or more from the last date of **online receipt of bids** which is to be scanned and uploaded by the intending bidders.*

Copy of Enlistment Order and certificate of work experience and other document as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice / CPWD-6 shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, **whose original Earnest Money Deposit deposited with any division office of PWD / CPWD, Delhi** and other documents scanned and uploaded are found in order.

10. The bid submitted shall become invalid if:
- (i) The bidder is found ineligible.
 - (ii) The bidder does not deposit originally EMD with Division office of any Executive Engineer, PWD / CPWD, Delhi (The EMD documents shall only be issued from the place in which the office of receiving division office is situated).
 - (iii) The bidder does not upload all the documents as stipulated in the bid document, including the copy of receipt for deposition of original EMD.
 - (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
11. The contractor whose bid is accepted will be required to furnish performance guarantee of **3% (Three percent)** of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor is to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest money deposited along with tender shall be returned after receiving the aforesaid performance guarantee.
12. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidders implies that he has read this notice and all other contract documents and has made

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himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

13. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the bidders shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to bid for works in the **PWD** Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the **Public Works Department, Delhi** or in the Ministry of Urban Development, **GNCTD, Delhi**. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
17. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
18. The bid for the works shall remain open for acceptance for a period of Thirty (**30**) days from the date of opening of tender. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-bidding process of the work.
19. This Notice Inviting Tender shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority, shall, within **15** days from the stipulated date of start of the work, sign the contract consisting of:-
 - (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 bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - (b) Standard CPWD **Form -7** or other Standard C.P.W.D. form as applicable.
20. The contractor shall quote his rates keeping in mind the specifications; terms & conditions, particular specifications and special conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified. If the bidders does not quote the rate for any item, leaving the space blank, whatsoever, it will be presumed that the bidders has loaded the cost of this/ these item(s) on other item(s), and he will execute this /these items at zero cost, and the bid will be evaluated accordingly.
21. In case of any difference / ambiguity between English & Hindi versions, English version shall prevail.
22. The department shall deduct Income Tax on the value of work done from each bill of the contractor as per prevailing Government instructions/orders. In lieu, the department shall issue a certificate of deduction of the tax at source to the contractor, in relevant form.
23. Engineer-in-Charge shall deduct TDS and DVAT / GST as per prevailing Government instructions/orders from the total payment made to contractor in pursuance of this contract. This TDS shall also be deducted on advance payment to be adjusted in future bills and on the amount

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of cost escalation. The TDS certificate shall be issued by the Engineer-in-Charge to the contractor in form DVAT 43 within 28 days from the end of the month in which tax has been deducted.

24. The department shall deduct labour CESS @1% on the value of work done from each bill of the contractor as per prevailing Government instructions/orders. In lieu, the department shall issue a certificate of deduction of the tax at source to the contractor, in relevant form.
25. In the tender document, the word "CPWD" shall include "PWD (GNCTD)" wherever exists.
26. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website. The intending bidder must have valid class-III digital signature to submit the bid.

****To be filled in by EE**

Sr. Draughtsman,
WED (M-131N), PWD,
41 Rama Road, Zakhira, ND

Assistant Engineer (E) P,
WED (M-131N), PWD,
41 Rama Road, Zakhira, ND

Executive Engineer (E),
WED (M-131N), PWD,
41 Rama Road, Zakhira, ND

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PROFORMA FOR RECEIPT OF DEPOSITION OF ORIGINAL EMD

Receipt No..... Date.....

1. Name of work: **Repairing of 430 KWp roof top Solar Plant installed at PHQ, Tihar Jail, New Delhi.**

2. NIT No: **81/EE(E)/West Elect **Div(M-131N)/PWD/2022-23****

3. Estimated Cost: **Rs. 18,44,261/-**

4. Amount of Earnest Money Deposit: **Rs. 36,885/-**

5. Last date of submission of bid: Up to 3:00 PM on **24.01.2023**

(* To be filled by EE while uploading NIT on Website)

1. Name of contractor:

2. Form of EMD:

3. Amount of Earnest Money Deposit:

4. Date of submission of EMD:

(# To be filled by EMD receiving EE)

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

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**PUBLIC WORKS DEPARTMENT
GOVERNMENT OF NCT DELHI**

STATE : DELHI **CIRCLE** : West Maint. Circle
BRANCH : E & M **DIVISION** : West Elect. Division
ZONE : PWD NORTH (M) **SUB DIVISION** : 11

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

1. Tender for the work of: - “**Repairing of 430 KWp roof top Solar Plant installed at PHQ, Tihar Jail, New Delhi.**”
- (i) To be submitted Online by 3:00 PM on **24.01.2023** to The Executive Engineer (E), West Electrical Division (M-131N), PWD, 41 Rama Road, Zakhira New Delhi-15 at **web site: <https://govtprocurement.delhi.gov.in>**
- (ii) To be opened in presence of bidders who may be present either at the place of opening of tenders (electronically) or can visualize to process online at 3.30 P.M. on **24.01.2023** in the office of The Executive Engineer (E), West Electrical Division (M-131N), PWD, 41 Rama Road, Zakhira New Delhi-15.

Released to website:

<https://govtprocurement.delhi.gov.in> at Tender I.D. No.**

Signature of officer *releasing* the documents**

Designation : The Executive Engineer (E), West Electrical Division (M-131N), PWD

Date of Release:**

TENDER

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

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

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

** To be filled in by the Executive Engineer

A sum of **Rs. 36,885/-** is hereby forwarded in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt of any Scheduled Bank drawn in favour of **Executive Engineer, CBMD M-131(N), PWD** and **Rs. 36,885/-** in the shape of Bank Guarantee issued by a Scheduled Bank as earnest money. If I/ We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors in office shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence the work as specified, I/We agree that

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President of India or his successors in office shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule "F" and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 and 12.3 of the tender form.

Further, I/we agree that in case of forfeiture of Earnest Money or both Earnest Money and Performance Guarantee as aforesaid, I/we shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such 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 of the state.

*

Dated*

Signature of Contractor

Postal Address....*

Witness:

Address:

Occupation:

} *

.....* to be filled in by contractor

ACCEPTANCE

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

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

- i) }
 - ii) }
 - iii) }
-**

For & on behalf of the President of India

Signature.....**

Dated**

Designation:

Executive Engineer (E),
West Elect. Div. (M-131N), PWD,
41 Rama Road, Zakhira, New Delhi

(to be filled by EE)**

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PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of Quantities:

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

Sl. No.	Description of Item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5
-NIL-				

SCHEDULE 'C'

Tools and Plants to be hired to the contractor

Sl.No.	Description	Hire charges per day	Place of issue
1	2	3	4
Not Applicable			

SCHEDULE 'D'

Extra schedule for specific requirements / documents
for the work, if any : **Attached as Terms and conditions**

SCHEDULE 'E'

Reference to General Conditions of Contract:-

{ General Conditions of Contract for CPWD works-2020 as amended upto date correction slips (available on CPWD web site) }

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Name of work : **Repairing of 430 KWp roof top Solar Plant installed at PHQ, Tihar Jail, New Delhi.**

Estimate cost of Work : **Rs. 18,44,261/-**

Earnest Money : **Rs. 36,885/-** (to be returned after receipt of Performance Guarantee)

Performance guarantee : **3% of tendered value**

Security Deposit : **2.5% of the tendered value**

SCHEDULE 'F'

General Rules & Directions :-

Officer Inviting Tender : **EE(E)/West Electrical Div (M-131N), PWD, 41 Rama Road, Zakhira New Delhi-15**

Maximum percentage for quantity of items of works to be executed beyond which rates are to be determined in accordance with Clause 12.2 & 12.3 : **See details under Clause 12 of this NIT**

Definitions :

2(i) Engineer-in-Charge : **EE(E)/West Electrical Div (M-131N), PWD, 41 Rama Road, Zakhira New Delhi-15**

2(vii) Accepting Authority : **EE(E)/West Electrical Div (M-131N), PWD, 41 Rama Road, Zakhira New Delhi-15**

2(x) Percentage on cost of materials and labour to cover all overheads and profits. : **15%**

2(xi) Standard Schedule of Rates : **DSR 2016 / Market Rate**

2(xii) Department : **PWD (NCT Delhi)**

9(ii) Standard CPWD contract Form : **CPWD form-7, GCC-2020 as ammended up to date correction slips (available on CPWD web site)**

Clause 1

1(i) Time allowed for submission of Performance Guarantee : **07 Days**

1(ii) Maximum allowable extension With late fee @ 0.1% per day of Performance Guarantee amount beyond the period as provided in (i) above. : **03 Days**

Clause 2

Authority for fixing compensation under clause 2 : **SE(E), North Zone, PWD, New Delhi**

Clause 2 A

Whether clause 2A shall be applicable? : **No**

Clause 5

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

Mile stone(s) : **NA**

Time allowed for execution of work. : **01 Month**

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Authority to decide:

- (i) Extension of time: **EE(E)/West Electrical Div (M-131N), PWD, 41 Rama Road, Zakhira New Delhi-15**
- (ii) Rescheduling of mile stones **SE(E), North Zone, PWD, New Delhi**
- (iii) Shifting of date of start in case of delay in handing over of site **SE(E), North Zone, PWD, New Delhi**

Clause 6, 6A

Clause applicable (6 or 6A) : **Clause 6A**

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. : **NA**

Clause 7 A

Whether Clause 7A shall be applicable : **NA**

Clause 10A

List of testing equipment to be provided by the contractor at site lab : **As per scope of work and as per direction of Engineer-in-Charge**

Clause 10B(ii)

Whether Clause 10 B (ii) & 10 B (iii) shall be applicable? : **No.**

Clause 10C

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

Clause 10CA

Materials covered under this clause	Nearest Materials (other than cement, reinforcement bars and structural steel) for which All India Wholesale Price Index to be followed	Base Price of all the materials covered under clause 10 CA *	
		Base Rate	Corresponding Period
Nil			

Clause 10CC

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in the next column. : **NA**

Clause 11

Specifications to be followed for execution of work : CPWD General Specifications for electrical works Part-I 2013 (INT), and Part-II 1995 (EXT.) and the Indian Electricity Rule – 1956 as amended upto date correction slips, terms and conditions, additional conditions attached.

Clause 12**Type of Work****Original Work.**

12.2 & 12.3 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work. : **100% (Completion cost of agreement must not be exceeded beyond 2 times of the tendered amount.)**

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- 12.5 (i) Deviation Limit beyond which clauses : **NA**
 12.2. & 12.3 shall apply for foundation work. (except items mentioned in earth work sub head in DSR related items)
- (ii) Deviation limit for items mentioned : **NA**
 on earth work subhead of DSR and related items.

Clause 16
 Competent Authority for deciding reduced rates : **SE(E), North Zone, PWD, New Delhi**

Clause 18
 List of mandatory machinery, tools & plants to be deployed by the contractor at site : **As per scope of work**
 and direction of Engineer-in-Charge

Clause-19:-
 The contractor shall obtain a valid license under the contract labour (R&A) Act, 1970: and the contract labour (Regulation & Abolition) Central Rules, 1971 before the Commencement of the work & continue to have a valid license until the completion of the work. The contractor shall also comply with provisions of the inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979

Clause 19 L:
 The E.S.I. & E.P.F. Contribution on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The applicable & eligible amount of E.P.F. & E.S.I. shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided the same are in order.

Clause 25
 Constitution of Dispute Redressal Committee (DRC)

(A) For total claims more than Rs. 25 Lac

- 1. Chairman : Chief Engineer, PWD Zone North (M)
- 2. Member Secretary : Director (Works), O/o E-in-C, PWD
- 3. Member : One Superintending Engineer (Other than under whose jurisdiction work falls) to be decided by the Chairman

The SE, in-charge of the work shall present case before DRC but shall not have any part in decision making.

(B) For total claims up to Rs. 25 Lac

- 1. Chairman : Director (Works), O/o E-in-C, PWD
- 2. Member Secretary : Executive Engineer (To be decided by SE in charge) Circle
- 3. Member : Executive Engineer (To be decided by SE in charge)

Executive Engineer, in-charge of the work shall present the case before DRC but will not have any part in decision making.

Clause 32

Requirement of technical representative (s) and recovery rate(s).

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Sl. No.	Minimum Qualification of Technical Representative	discipline	Designation(Principal Technical/ Technical Representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figure (Rs.)	Words
1	Graduate Engineer Or Diploma Engineer	Electrical	Principal Technical Representative	2 Years	1	15,000/- each per month -do-	Rs. Fifteen thousand per month -do-
				5 Years	1		

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers. Diploma holder with minimum 10 years relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree Engineers.

Clause 42

- i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2014 printed by CPWD : **NA**
- ii) Variations permissible on theoretical quantities:- : **NA**

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.No.	Description of Item	Rates in figures and words at which recovery shall be made from the contractor.	
		Excess use beyond Permissible Variations	Less use up to the permissible variation of design mix
NIL			

Executive Engineer (E),
West Elect. Div. (M-131N), PWD,
41 Rama Road, Zakhira, New Delhi

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INTEGRITY PACT

To,

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

Sub: NIT No. **81/EE(E)/West Elect Div(M-131N)/PWD/2022-23** for the work : **Repairing of 430 KWp roof top Solar Plant installed at PHQ, Tihar Jail, New Delhi.**

Dear Sir,

It is here by declared that PWD is committed to follow the principle of transparency, equity and competitiveness in public department.

The subject Notice Inviting of 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 tender/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 PWD.

Yours faithfully,

Executive Engineer (E),
West Elect. Div. (M-131N), PWD,
41 Rama Road, Zakhira, New Delhi

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INTEGRITY PACT (Undertaking by Bidder)

To,

Executive Engineer (E),
West Elect. Div. (M-131N), PWD,
41 Rama Road, Zakhira, New Delhi

Sub: Submission of Tender for the work of **Repairing of 430 KWp roof top Solar Plant installed at PHQ, Tihar Jail, New Delhi.**

Dear Sir,

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by PWD. I/We acknowledge and accept the duration of the 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, PWD shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

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

BETWEEN

President of India represented through the Executive Engineer (E), West Electrical Division (M-131N), PWD, 41 Rama Road, Zakhira New Delhi-15 Hereinafter 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 to as the

(Details of duly authorized signatory)

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

Preamble

WHEREAS the Principal /Owner has floated the Tender (NIT No.81/EE(E)/West Elect Div(M-131N)/PWD/2022-23) (hereinafter referred to as **"Tender/Bid"**) and intends to award, under laid down organizational procedure, contract for

.....
(Name of work)

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

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

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

NOW, therefore, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witness 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) 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.

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- 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 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 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 propose of completion or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign original shall disclose the names and addresses of agents/representatives of India, if any. Similarly Bidder(s)/Contractor(s) of India 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 on behalf of one manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- 3) The Bidder (s)/Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justify interest of other and/or to influence the procurement process to the detriment of the Government interest.**
- 5) The Bidder (s)/Contractor (s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

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Article 3: Consequences of Breach

Without prejudice to any right 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/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/determine the contract or has accrued the right to terminate/determine the contract according to Article 3(1), 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 law enforcing agencies for further investigation.

Article 4: Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last **7 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 dealing/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own direction, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidder(s)/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidder(s) and Contractors.
- 3) The Principal/Owner will disqualify Bidder(s), 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.

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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 bidder(s), 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 discharge/determined by the Competent Authority, PWD.

Article 7- Other Provisions

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

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

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

Place:

Date:

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CONSENT LETTER

I/we, hereby give my/our consent to work as electrical/Civil/Horticulture contractor till the completion of work and I/we will be responsible for necessary action to hand over the work and for rectification of defects and repair during the maintenance period. I/we will execute the work as per CPWD specification and addition conditions of the works.

I/we will also engage suitable engineer for the work as per condition of the work. I further certify that the above particulars pertaining to me are correct.

Contractor Signature

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FORM OF EARNEST MONEY (BANK GUARANTEE)

WHEREAS, contractor, M/s..... (Name of contractor) (here in after called "the contractor") has submitted his tender dated (date) for the work of (name of work) (here in after called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto (Name and division of Executive Engineer) (here in after called "the Engineer-in-Charge") in the sum of Rs./- (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20.....

THE CONDITIONS of this obligation are:

- (1) If after tender opening, the Contractor withdraws his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

OR
 - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

OR
 - (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor,

OR
 - (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge **either** up to the above amount **or part thereof** upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE

SIGNATURE OF THE BANK WITH SEAL

WITNESS

(SIGNATURE, NAME AND ADDRESS)

* Date to be worked out on the basis of validity period of 6 months from last date of submission of tender.

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FORM OF PERFORMANCE SECURITY (GUARANTEE)
BANK GUARANTEE BOND

1. 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 said contractor(s)”} for the work _____
- _____ (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. _____ (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 Rs. _____/- (Rupees _____ only) on demand by the Government.
2. We _____ do hereby undertake to
(indicate the name of the Bank)
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 Rs. _____/- (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 thereunder and the contractor(s) shall have no claim against us for making such payment.
4. We _____ further agree that the guarantee
(indicate the name of the Bank)
herein contained shall remain in full force and effect during the period that would be taken for the 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, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.
5. We _____ further agree with the Government that
(indicate the name of the Bank)
the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

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7. We _____ lastly undertake not to (indicate the name of bank) revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid upto _____ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs. _____ /-(Rupees _____ only) and unless a claim in writing is lodged with us within Four Months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Dated the _____ day of _____

for _____
(indicate the name of the Bank)

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PERFORMANCE GUARANTEE

- 1) The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 3% (Three percent of the tendered amount) in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/ or without prejudice to any other provisions in the contract) within 07 days of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge upto a maximum period of 03 days on written request of the contractor stating the reason for delays in procuring the Bank Guarantee to the satisfaction of the Engineer-in-Charge.

This guarantee shall be in the form of Govt. securities or fixed deposit receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Scheduled Bank is furnished by the contractor the Govt. as part of the performance guarantee & the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forth with on demand furnish additional security to the Govt. to make good the deficit.

- 2) A letter of acceptance shall be issued informing the successful tenderer of the decision of the competent authority to accept his tender and to submit the Performance Guarantee within 10 days in any of the prescribed form. On receipt of prescribed performance guarantee, necessary letter to commence the work shall be issued and site of work shall be handed over thereafter. In case of failure by the contractor to furnish the performance guarantee within the specified period, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.
- 3) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 Days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- 4) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/ or without prejudice to any other provisions in the contract agreement) in the event of :-
- a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the clauses/ conditions of the agreement, within 30 Days of the service of notice to this effect by Engineer-in-Charge.

In the event of the contract being determined or rescinded under provision of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

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AFFIDAVIT

I / We have submitted a bank guarantee for the work _____

(Name of work)

Agreement No. _____

Dated _____ from _____

(Name of the Bank with full address)

to the Executive Engineer _____ with a view

(Name of the Division)

to seek exemption from payment of performance guarantee in cash. This Bank guarantee expires on

_____ **I / We undertake to keep the validity of the**

bank guarantee intact by getting it extended from time to time at my / our own initiative up to a

period of _____ months after the recorded date of completion of the work or as

directed by the Engineer in charge.

I / We also indemnify the Government against any losses arising out of non-encasement of the bank guarantee if any.

(Deponent)

Signature of Contractor

Note : The affidavit is to be given by the Executants before a first class Magistrate.

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SCHEDULE OF WORK

Name of Work:- Repairing of 430 KWp roof top Solar Plant installed at PHQ, Tihar Jail, New Delhi.

S.No.	Description of items	Qty.		Rate	Unit	Amount
1	Supplying and Replacement of existing defective Solar PV module with 320-335Wp Polycrystalline solar PV module having IEC 61215, 61730 standard for the existing roof top solar system i/c connections testing complete etc as reqd. (i/c credit of the dismantled solar PV module to the agency)	30	Nos.	17458.00	Each	523740.00
2	Supplying and Replacement of existing defective Inverter with suitable capacity new Inverter having IP 65 protection, 3Ph, 50Hz operating freq for the existing roof top solar system i/c connections complete etc as reqd. (i/c credit of the dismantled Inverter to the agency)	175000	Wp	5.00	Wp	875000.00
3	Supplying and laying of 1C x 4 Sq mm ATC conductor LSOH oversheathed DC cable in the existing PVC pipe i/c connections complete etc as reqd. (i/c credit of the dismantled DC cable to the agency)	4150	Mtrs.	89.00	P/Mtr	369350.00
4	Supplying and laying of 4C x 10 Sq mm Al. armoured cable at surface i/c connections complete etc as reqd. (i/c credit of the dismantled cable to the agency)	50	Mtrs.	261.00	P/Mtr	13050.00
5	Supplying and fixing of 40mm Dia. medium class PVC conduit along with accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required.	100	Mtrs.	125.31	P/Mtr	12531.00
6	SITC of MC-4 cable connector (male & female pair) i/c connections complete etc as reqd. (i/c credit of the dismantled cable to the agency)	500	Nos.	36.00	Each	18000.00
7	Rapairing of existing DCDB Box i/c replacement of faulty fuses, connectors, Gland, SPD, , connecting internal wiring complete etc as reqd.	10	Job	1089.00	Job	10890.00
8	Rapairing of existing ACDB Box i/c replacement of faulty MCB, connectors, Gland, SPD, connecting internal wiring complete etc as reqd.	10	Job	2170.00	Job	21700.00
Total Rs.						1844261.00

Sr. Draughtsman,
WED (M-131N), PWD,
41 Rama Road, Zakhira, ND

Assistant Engineer (E) P,
WED (M-131N), PWD,
41 Rama Road, Zakhira, ND

Executive Engineer (E),
WED (M-131N), PWD,
41 Rama Road, Zakhira, ND

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TERMS AND CONDITIONS

Name of Work :

Repairing of 430 KWp roof top Solar Plant installed at PHQ, Tihar Jail, New Delhi..

1. The Work shall be carried out as per CPWD General Specifications for electrical works Part-I 2013 (INT), and Part-II 1995 (EXT.) and the Indian Electricity Rule – 1956 as amended upto date for such works.
2. All the materials, whatsoever, to be supplied and provided by the contractor should be of standard and approved quality. These should be got approved from the Engineer-in-Charge or his authorized representative before installation. No payment will be made for any unapproved or sub standard/ rejected materials used on the work. Rejected materials should be removed from the site of work within 48 hours failing which the same will be liable for removal by the department at the risk and cost of contractor without any liability.
3. Any damage done to the building while executing the electric work should be make good to the satisfaction of the department. The chases, holes etc. cut in the walls and roofs should be filled within two days. All malba should be removed on the same day. In case of failure to do so it will be got done by the Engineer-in-Charge or his authorized representative at contractor's risk and cost.
4. Electrician/ Wiremen employed for execution of electrical work should have electrical license as required under I.E. Act.
5. Department shall not be responsible for any injury partial or permanent or death of any worker at site due to accident or manufacturing of the equipment or by negligence of the staff.
6. No T&P shall be issued by the department for execution of work.
7. First aid box shall be kept by the contractor at site of work. No extra payment shall be made on this account.
8. Supply items to be got approved from Engineer-in-Charge in Advance, otherwise no payment shall be released.
9. The list of approved makes for the materials to be used at site for execution of work is attached.
10. All screws/ nuts bolts should be galvanized/ cadmium plated/ passivatee only as the case may be.
11. Entire Quantities of all materials shall invariably be deposited by the contractor before actual application on the surface. Original cash vouchers of materials purchased for the work shall be submitted to the Engineer-in-Charge.
12. Malba shall be removed from the site daily and site shall be kept neat and clean, failing which the same is liable to be go removed by the department at the risk and cost of contractor.
13. The rates quoted by agency shall be inclusive of all taxes/ levies/ GST etc. and nothing extra shall be paid on this account by Govt. . The quoted rates shall be firmed.
14. Contractor will inform the contact number to Deptt. so that in case of emergency the contractor can be informed for the work.
15. All dismantled materials returned to the department in J.E., Store, No extra payment will be made on this account.
16. Chase cutting for conduiting will be carried out only by chase cutting machine. Manual chase cutting strictly prohibited.
17. The payment of the work will be made as per availability of funds.

Sr. Draughtsman,

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41 Rama Road, Zakhira, ND

Assistant Engineer (E) P,

WED (M-131N), PWD,

41 Rama Road, Zakhira, ND

Executive Engineer (E),

WED (M-131N), PWD,

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LIST OF PREFERRED MAKES

Name of Work : Repairing of 430 KWp roof top Solar Plant installed at PHQ, Tihar Jail, New Delhi..

S.No.	Description	Make
1	Solar PV Module	ADANI/ VIKRAM/ WAAREE
2	Inverter	K SOLARE/ POWER TONE/ WAAREE/ EVVO
3	All types of Wire and Cable	HAVELLS/ POLYCAB / KEI/ FINOLEX
4	PVC Conduit	SETIA/ ASTRAL/ MK/ AKG

Note:- Any of her item /material not mentioned above, shall be approved before use at site by Engineer-in-Charge.

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41 Rama Road, Zakhira, ND

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WED (M-131N), PWD,
41 Rama Road, Zakhira, ND

Executive Engineer (E),
WED (M-131N), PWD,
41 Rama Road, Zakhira, ND

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