



*e-tendering*

NIT No. **049/EDM/MUM/2022-23/**

Estimated cost: ₹. 2,79,648/-

**PRASAR BHARATI  
(INDIA'S PUBLIC SERVICE BROADCASTER)  
EXECUTIVE ENGINEER (ELECTRICAL)  
CIVIL CONSTRUCTION WING:  
1<sup>st</sup> Floor New Broad Casting House,  
All India Radio, H T Parikh Marg,  
Opposite MLAs Hostel, Mumbai- 400020**

E-mail: [ccwelect.airmum@nic.in](mailto:ccwelect.airmum@nic.in)  
[ccwelect@rediffmail.com](mailto:ccwelect@rediffmail.com)

**CONTACT 022-20821161**

Name of Work: **Comprehensive maintenance of various package AIR conditioners at Phase-I and Phase-II Building NFDC\_FD Mumbai**



## INDEX

**Name of work: Comprehensive maintenance of various package AIR conditioners at Phase-I and Phase-II Building NFDC-FD Mumbai**

Sr. No.	Description	Page Numbers	
		From	To
1	Index	1	1
2	INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE	2	3
3	CPWD-6	4	7
4	CPWD-7	8	14
5	INTEGRITY PACT	15	20
6	Form of Bank Guarantee for Performance Guarantee/ Security Deposit/Mobilization Advance	21	22
7	TERMINATION OF CONTRACTOR ON DEATH	23	23
8	<b>DESCRIPTION OF COMPLETE SYSTEMS FOR MAINTENANCE SCOPE OF WORK</b>	24	26
9	List of Equipments to be Maintained	27	27
10	Schedule of Work (Price Bid)	28	28

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

The Executive Engineer (Electrical) CCW, PB (IPSB), All India Radio, MUMBAI invites, on behalf of President of India online e-tenders in two Bid system [Cover-1: Qualification of agencies as per eligibility criteria and Cover-2: Price bid] from approved and eligible contractors of CPWD and those of appropriate list of BSNL, MES, Railways, Departments of post and State PWD of Maharashtra and specialized agency relevant in the field of Air Conditioning for the following work

<b>NIT Number</b>	<b>049/EDM/MUM/2022-23/</b>
<b>Name of work:</b>	<b>Comprehensive maintenance of various package AIR conditioners at Phase-I and Phase-II Building NFDC-FD Mumbai</b>
<b>Estimated Cost put to Tender</b>	<b>₹.2,79,648=00</b>
<b>Earnest Money Deposit</b>	<b>₹. 5,593=00</b>
<b>Period of completion</b>	12 (Twelve) Months
<b>Last date and time of submission of Tender</b>	Up to 12:00 Hrs. on <b>05/04/2023</b>
Time and date of opening of Cover-1	<b>12:30 Hrs. of 05/04/2023</b>

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all documents required.
2. Information and instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of plans, specifications, schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from the website <https://air.ewizard.in/> free of cost.
4. But the bid can only be submitted after depositing Processing Fee in favour of M/s. ITI Limited and deposition of original EMD online through E-Wizard portal within the period of bid submission and other documents as specified.
5. Detailed procedure can be seen in the CPWD-6 for e-Tendering
6. Contractors, who are 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 said website
7. The intending bidder must have valid **Class-III** Digital Signature to submit the bid.
8. On the date of opening of the Bid, the bidder can login and see the bid opening process. After opening of Bids he will receive the competitor bid sheets.
9. Bidder can upload documents in the JPG or PDF format.
10. SC/ST bidders enlisted under Class-V category are exempted from processing fee of e-Tender payable to M/s. ITI Ltd.
11. The Cover-1 Qualification of agencies as per eligibility criteria shall be opened first on due date and time as mentioned above and Cover-2: Price bid shall be opened of the eligible agencies after evaluation of eligibility documents submitted by the agencies.
13. ~~Pre Bid conference shall be held in the chamber of O/o EE (E), CCW, AIR, Mumbai on \_\_\_\_\_ at Mumbai \_\_\_\_\_ am/pm to clear the doubt of intending bidders if any. The intending bidders shall send their queries if any on or before \_\_\_\_\_ Hrs. of \_\_\_\_\_ by email to [ccwelect.airmum@nic.in](mailto:ccwelect.airmum@nic.in) or [ccwelect@rediffmail.com](mailto:ccwelect@rediffmail.com)~~

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

1	EMD payment will be online through E-Wizard portal
2	Certificate of Registration for GST or UNDERTAKING If work is awarded to me, I/we shall obtain GST registration certificate as applicable within one month from the date of receipt of award letter or before release of any payment by CCW AIR, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by CCW AIR or GST department in this regard.
3	<p>Certificates of <b>Work Experience</b>, of similar nature in Para 1.2 of Form CPWD-6. (Not applicable for CPWD enlisted contractors of appropriate class.) The agency should have experience of having successfully completed in Central Government, State Government, PSUs and other Government Local bodies during last seven years ending last day of the month previous to the one in which applications are invited. <b>Three</b> similar completed works each of value not less than 40% of the estimated cost put to tender <b>OR Two</b> similar completed works each of value not less than 60% of the estimated cost put to tender <b>OR One</b> similar completed work of value not less than 80% of the estimated cost put to tender. All amounts rounded off to a convenient figure. Attested copies of completion certificate issued by the officer of the client department of the rank of Executive Engineer or equivalent will have to be furnished along with the application, the completion certificate must clearly indicate:</p> <ol style="list-style-type: none"><li>1. Name of work:</li><li>2. Value of work:</li><li>3. The date of completion of work:</li><li>4. Performance of the work:</li></ol> <p>The agency should submit schedule of work against the completion certificate to assess the nature of similar work as per NIT</p>
4	Affidavit as per clause 1.2.2 of CPWD-6 on non-judicial stamp paper of Rs. 100/- duly notarized
5	<b>Valid Enlistment</b> Order of the Contractor
6	<b>Electrical Contractors license</b>
7	<p>Certificate or Registration of EPF and ESI should be uploaded or in case the contractor feels that the EPF and ESI Acts are not applicable in his case he shall upload the necessary undertaking to this effect</p> <p><b>Note:</b> Tenderer shall be allowed to enter into the agreement only on production of Indemnity bond in favor of CCW-AIR against any EPF and ESI liability with a copy of PAN card. (In the event of failure on the part of the contractor, to comply with condition stated above, full EMD will be forfeited in favor of CCW-AIR and no claim what so ever shall be entertained on this account)</p>

**EXECUTIVE ENGINEER (ELECTRICAL)  
CCW AIR PB (IPSB) MUMBAI-20**

**No.EE (E)/MUM/CCW/NIT-049/2022-23/**

**Date: 27/03/2023**

1. The Superintending Engineer (Elect.), CCW, AIR Nagpur
2. The Executive Engineer (Civil), CCW, AIR Mumbai/Pune/Vadodara.
3. The Assistant Engineer (Civil.) I/II, CCW, AIR MUMBAI/Pune/Vadodara/Ahmedabad/Rajkot.
4. The Assistant Engineer (E) CCW, AIR, MUMBAI/Pune.
5. Notice Board.
6. By mail to [webupdates.pbns@gmail.com](mailto:webupdates.pbns@gmail.com) for uploading on Prasar Bharati Web site.

**EXECUTIVE ENGINEER (ELECTRICAL)**

**PRASAR BHARATI**  
(India's Public Service Broadcaster)  
**CIVIL CONSTRUCTION WING, ALL INDIA RADIO**

**NOTICE INVITING e-TENDER**

1. The Executive Engineer (Electrical) CCW, PB (IPSB), All India Radio, MUMBAI invites, on behalf of President of India online e-tenders in two Bid system [Cover-1: Qualification of agencies as per eligibility criteria and Cover-2: Price bid] from approved and eligible contractors of CPWD and those of appropriate list of BSNL, MES, Railways, Departments of post and State PWD of Maharashtra and specialized agency relevant in the field of Air Conditioning for the following work:

**Comprehensive maintenance of various package AIR conditioners at Phase-I and Phase-II Building NFDC-FD Mumbai**

**The enlistment of the contractors should be valid on the last date of receipt of tenders.**

- 1.1 The work is estimated to cost **₹. 2,79,648/-** This estimate, however, is given merely as a rough guide.
- 1.1.1. The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids. For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid
- 1.2. Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority i.e. not below the rank of Executive Engineer, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works, **(Similar works means Operation and maintenance of AC Plant)**, in the last seven years ending in Central Government, State Government, PSUs and other Government Local bodies. The works completed up to previous day of last date of submission of tender shall also be considered.

**Criteria of eligibility for submission of bid documents**

- 1.2.1. Conditions for Non-CPWD registered contractors only, if bids are also open to non-CPWD Contractors

For works estimated cost up to tendering limit of class -I Buildings and Roads (erstwhile Composite/ Building/ infrastructure) category Contractor (However, for Horticulture category, it may be modified as per bidding limit of CPWD class I contractors of Horticulture category).

- (i) **Three** similar completed works each of value not less than 40% of the estimated cost put to tender  
**OR Two** similar completed works each of value not less than 60% of the estimated cost put to tender  
**OR One** similar completed work of value not less than 80% of the estimated cost put to tender

- (ii) ~~For EPC tender under Mode -I/II only (Applicable for CPWD enlisted contractors of appropriate class also).~~

~~One completed work costing not less than Rs. \_\_\_\_\_ executed with the structural system technology as proposed by bidder in the letter of transmittal during the last 7 years ending last day of the month previous to the one in which tenders are invited. This work can be part of eligible work at 1.2.1 (i) above or as a separate work~~

**Note:-**

For works costing above tendering limit of class -II Buildings and Roads(erstwhile Composite/ Building/ infrastructure)category contractors but up to tendering limit of Class-I Buildings and Roads(erstwhile Composite/ Building/ infrastructure)category Contractor ( However, for Horticulture category, it may be modified as per bidding limit of CPWD class II and CPWD Class I contractors respectively of Horticulture Category) when bids are open to non-CPWD contractors also, then class II contractors of CPWD registered shall also be eligible if they satisfy the eligibility criteria specified in 1.2.1 above

~~1.2.2. Criteria of eligibility for CPWD as well as non-CPWD contractors,~~

~~For works estimated to cost above the tendering limit of class -I (Super) Buildings and Roads (erstwhile Composite/ Building/ infrastructure) category Contractor (However for Horticulture category, it may be modified as per bidding limit of CPWD class I contractors of Horticulture Category).~~

- ~~(i) Three similar works each of value not less than Rs. .... Or two similar works each of value not less than Rs. .... or one similar work of value not less than Rs. ....(all figures rounded to nearest~~

convenient figure ) during the last 7 years ending last day of the month previous to the one in which tenders are invited.

(ii) For EPC tender under Mode-I/II only (Applicable for CPWD enlisted contractors of appropriate class also).

One completed work costing not less than Rs. \_\_\_\_\_ executed with the structural system technology as proposed by bidder in the letter of transmittal during the last 7 years ending last day of the month previous to the one in which tenders are invited. This work can be part of eligible work at 1.2.1 (i) above or as a separate work

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 the last date of submission of bid. This is applicable for 1.2.1 as well as 1.2.2 (Para 1.2.1(i) and Para 1.2.2(i) are not applicable for CPWD enlisted contractors of appropriate class. Para 1.2.1(ii) and Para 1.2.2(ii) are also applicable for CPWD enlisted contractors of appropriate class).

**To become eligible for issue of bid, the bidders shall have to furnish an affidavit in this regard on non-judicial stamp paper of Rs. 100/- duly notarized as under (~~Applicable if work experience is stipulated in para 1.2 above~~):**

***"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 bidding in CCW-AIR 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." (Scanned copy is to be uploaded at the time of submission of bid).***

- 1.2.3. When bids are invited from non CPWD contractors and CPWD class II contractors as per provisions of clause 1.2.1 above, it will be mandatory for non CPWD contractors and CPWD class-II contractors to upload the work experience certificate(s) and the affidavit as per the provisions of clause 1.2.2. But for such bids, Class-I contractors of CPWD are eligible to submit the bids without submission of work experience certificate and affidavit. Therefore, CPWD class-I contractors shall upload two separate letters for experience certificate and affidavit that these documents are not required to be submitted by them. Uploading of these two letters is mandatory otherwise system will not clear mandatory fields
2. Agreement shall be drawn with the successful tenderer on prescribed **Form No. 7**, which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **12 (Twelve) Months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
4. The site for the work is available.
5. Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen from website <https://air.ewizard.in/> free of cost.
6. After submission of the Tender the contractor can re-submit revised tender any number of times but before last time and date of submission of tender as notified.
7. While submitting the revised tender, contractor can revise the rate of one or more item/s any number of times (he need not re-enter rate of all items) but before last time and date of submission of tender as notified.
8. When tenders are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the tender submitted earlier shall become invalid.
9. Earnest Money of ₹ 5,593=00 the form of in the form of online.

The earnest money given by all the tenderers except the lowest tenderer shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, in case of two/ three bid system, earnest money deposit of bidders unsuccessful during technical bid evaluation etc. should be returned within 30 days of declaration of result of technical bid evaluation.

Interested contractor who wish to participate in the bid has also to make following payments within the period of bid submission:

E-Tender Processing Fee admissible shall be payable to M/s. ITI Limited through their e-gateway by credit/debit card, internet banking or RTGS/NEFT facility.

Copy of Enlistment Order and certificates of work experience and other documents as specified in the tender/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 the tender notice 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, who have deposited e-Tender Processing Fee with M/s. ITI Limited and EMD within the period of bid submission and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 12:30 Hrs. on **05/04/2023**

10. The bid submitted shall become invalid and e-Tender Processing Fee shall not be refunded, if:
  - (i) The bidder is found ineligible;
  - (ii) The bidder does not upload all the documents (including GST) as stipulated in the bid document including online EMD
  - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tendering opening authority;
11. The contractor whose tender is accepted will be required to furnish Performance Guarantee of 3% (Three percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form.  
In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
12. 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 tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and 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 tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
13. The competent authority on behalf of President of India does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

14. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
16. The contractor shall not be permitted to tender for works in the CCW AIR PB(BCI) Circle (responsible for award and execution of contracts) in which his near relative is posted as 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 Civil Construction Wing of All India Radio or in the Ministry of Information and Broadcasting. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
17. No Engineer of Gazette rank or other Gazette 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 two years after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
18. The tender for the works shall remain open for acceptance for a period of **30 (Thirty) days** from the date of opening of **Price Bid**. 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.
19. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 7 days from the stipulated date of start of the work sign the contract consisting of:-
  - a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
  - b) Standard C.P.W.D. **Form No. 7**.

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EXECUTIVE ENGINEER (E)  
CCW AIR PB (IPSB) MUMBAI-20

P R A S A R B H A R A T I  
(INDIAS PUBLIC SERVICE BROADCASTER)  
**CIVIL CONSTRUCTION WING, ALL INDIA RADIO**

State : **MAHARASHTRA**  
Branch : E and M.  
Zone : WEST

Circle : NAGPUR  
Division : MUMBAI  
Sub-Division : **MUMBAI I**

Percentage rate Tender and Contract for Works

**Comprehensive maintenance of various package AIR conditioners at Phase-I and Phase-II Building  
NFDC-FD Mumbai**

- (i) To be submitted online through the website <https://air.ewizard.in/> by 12:00 hours on **05/04/2023** to the Executive Engineer (E), Civil Construction Wing, All India Radio, Prasar Bharati (IPSB), Mumbai-20.
- (ii) To be opened online at the website <https://air.ewizard.in/> in presence of tenderers who may be present online at 12:30 hours on **05/04/2023** in the office of the Executive Engineer (E), Civil Construction Wing, All India Radio, Prasar Bharati (IPSB), Mumbai-20.

Tender submitted online at the website <https://air.ewizard.in/> by the contractor

T E N D E R.

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

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

We agree to keep the tender open for **30 (Thirty) days** from the Opening of **Price Bid** thereof and not to make any modifications in its terms and conditions.

A sum of ₹ 5,593=00 in the form of online as EMD is submitted 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 specified I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/we agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/we shall be debarred for participation in the re-tendering process of the work.

I/We 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:

### 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 ₹ \_\_\_\_\_

(Rupees \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ )

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

i)

ii)

iii)

For and on behalf of the President of India,

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Designation: **Executive Engineer (E)**  
**Civil Construction Wing**  
**All India Radio, PB (IPSB)**  
**MUMBAI-400 020.**

## SCHEDULES

**Name of work: Comprehensive maintenance of various package AIR conditioners at Phase-I and Phase-II Building NFDC-FD Mumbai**

### SCHEDULE 'A'

Schedule of quantities - As per "schedule of quantity" from Page No. 31

### SCHEDULE 'D'

Extra Schedule for specific requirements/documents for the work, if any.	Additional Commercial Conditions /documents and Technical Specifications attached
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### SCHEDULE 'E'

Reference to General Conditions of Contract:-	GCC 2020 for maintenance works with amendments up to last date of submission of Bid.
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Name of Work	<b>Comprehensive maintenance of various package AIR conditioners at Phase-I and Phase-II Building NFDC-FD Mumbai</b>	
i)	Estimated cost work	<b>Rs 2,79,648=00</b>
ii)	Earnest Money	<b>Rs 5,593=00</b>
iii)	Performance Guarantee	<b>3% of Tendered Amount</b>
iv)	Security Deposit	2.5% of tendered value Plus 50% of stipulated P.G

### SCHEDULE 'F'

#### **General Rules and Directions:**

Officer inviting Tender	:	Executive Engineer (E),CCW, AIR, PB (IPSB), Mumbai-20
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 and 12.3	:	As per Clause 12
<b>Definitions :</b>		
2(v) Engineer-in-Charge	:	Executive Engineer (E),CCW, AIR, PB (IPSB), Mumbai-20
2 (viii) Accepting Authority	:	Executive Engineer (E), CCW AIR Mumbai
2 (x) Percentage on cost of materials and labor to cover all overheads and profits	:	15%
2 (xi) Standard schedule of Rates	:	CPWD DSR 2022 with amendments up to last date of submission of Bid
2 (xii) Department	:	Civil Construction Wing, All India Radio
9 (ii) Standard CPWD contract form	:	CPWD form 7 (Percentage rate) with amendments up to last date of submission of Bid

**Clause 1**

Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, Program 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.	:	07 days
Maximum allowable extension with late fee 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above.	:	05 days

**Clause 2**

Authority for fixing compensation under clause – 2	:	Superintending Engineer (E) Civil Construction Wing, All India Radio, Nagpur
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**Clause 2A**

Whether Clause 2A shall be applicable	:	YES / NO
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**Clause 5**

Number of days from the date of issue of letter of acceptance for reckoning date of start	:	07 (Seven) Days
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**MILE STONE (S) AS PER TABLE GIVEN BELOW****Table of Milestone (s)**

S.N o.	Description of Milestone (Physical)	Time allowed in days(from date of start)	Amount to be with-held in case of non-achievement of mile stone
1			
2			
3			
4			

Time allowed for execution of work	:	12 (Twelve) Months
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**Authority to Decide:**

1. Extension of time	:	Executive Engineer (E) Civil Construction Wing, All India Radio, Mumbai
2. Rescheduling of mile stones	:	Executive Engineer (E) Civil Construction Wing, All India Radio, Mumbai
3. Shifting of date of start in case of delay in handing over of site	:	Executive Engineer (E) Civil Construction Wing, All India Radio, Mumbai

**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.	:	Quarterly Basis
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**Clause 7 A**

Whether Clause 7A shall be applicable. No running account bill shall be paid for the work till the application labour licenses, registration with EPFO, ESIC and BOCW welfare board which ever applicable are submitted by the contractor to the Engineer-in-Charge.	:	Yes/No
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**Clause 8 A**

Authority to decide compensation on account if contractor fails to submit completion plans	:	Engineer-in-Charge
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**Clause 10 A**

List of testing equipment to be provided by the contractor at site lab.	:	As per instruction of Engineer-in-charge and requirement of work
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**Clause 10-B (ii)**

Whether clause 10-B(ii) shall be applicable	:	No
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**Clause 10-C.**

Component of labour expressed as percent of value of work	:	20%
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**Clause 10 CA****Applicable/Not Applicable**

S. No	Materials covered under this clause	Nearest material (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 10CA
1			
2			
3			

**Clause 10CC**

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.	:	More Than 12 Months
Schedule of component of other Materials, Labour, POL etc. for price escalation.	:	Not Applicable

Component of civil (Except materials covered under clause 10 CA)/ Electrical construction materials expressed as percent of total value of work.	Xm	Not Applicable
Component of labour expressed as percent of total value of work.	Y	
Component of POL expressed as percent of total value of work	Z	

**Clause 11**

Specifications to be followed for execution of work	:	GENERAL SPECIFICATION FOR HEATING VENTILATION and AIR CONDITIONING (HVAC) WORKS 2017 CPWD General Specification for Elect. Works- Part-I /II/III/IV/V/VI with amendments up to last date of submission of Bid and additional commercial and technical conditions attached.
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**Clause 12**

Authority to decide deviation up to 1.5 times of tendered amount : Engineer-in Charge

Type of Work	:	ORIGINAL/MAINTENANCE
12.2. and 12.3		
(i) Deviation limit beyond which clauses 12.2 and 12.3 shall apply for foundation work (except earth work)	:	±00%/ No Limit
(ii) Deviation Limit for items in earth work sub head of DSR or related items	:	Not applicable

**Clause 16**

Competent authority for deciding reduced rates	:	Superintending Engineer (E) Civil Construction Wing, All India Radio, PB(IPSB), Nagpur
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**Clause 18**

List of mandatory machinery, tools and plants to be deployed by the contractor at site.	:	As per requirement at site
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**Clause 19C** .....

Authority to decide penalty for each default Clause	:	Engineer-in Charge
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**Clause 19D**

Authority to decide penalty for each default Clause	:	Engineer-in Charge
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**Clause 19G**

Authority to decide penalty for each default Clause	:	Engineer-in Charge
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**Clause 19K**

Authority to decide penalty for each default Clause	:	Engineer-in Charge
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**Clause 25**

Constitution of Dispute Redressal Committee (DRC)

For all claims in dispute

Chairman-		
Member-1		
Member-2		

**Clause 32****Requirement of Technical Representative(s) and recovery Rate**

Cost of work (Rs. in crores)	Requirement of Technical Staff		Minimum experience (Years)	Designation Technical staff	Rate at which recovery shall be made from the contractors in the event of not fulfilling
	Qualification	Number (of Major + Minor component)			
More than 15 lakh to 1.5 crore	Graduate Engineer or Diploma Engineer (EandM)	1 of major component	2 or 5 respectively	Project Manager Cum planning/ quality/ site/ billing Engineer	Rs. 15,000/- per 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 company 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 quantity of cement and bitumen on the basis of N.A. printed by CPWD
- ii. Variation permissible on theoretical quantities:

a) Cement for works with estimated cost put to tender not more than Rs. 5 lakhs	:	Not Applicable
for works with estimated cost put to tender more than Rs 5 lakh	:	Not Applicable
b) Bitumen for all works.	:	Not Applicable
c) Steel Reinforcement and structural steel sections for each diameter, section and category.	:	Not Applicable
d) All other materials	:	Nil

**INTEGRITY PACT**

To,

.....,

.....,

.....

Sub: NIT No **049/EDM/MUM/2022-23/** for the work **Comprehensive maintenance of various package AIR conditioners at Phase-I and Phase-II Building NFDC-FD Mumbai**

Dear Sir,

It is here by declared that CCW AIR 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 CCW AIR.

Yours faithfully

Executive Engineer

## INTEGRITY PACT

To,  
Executive Engineer (Electrical),  
Civil Construction Wing,  
All India Radio, Mumbai

Sub: Submission of Tender for the work of **Comprehensive maintenance of various package AIR conditioners at Phase-I and Phase-II Building NFDC-FD Mumbai**

Dear Sir,

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

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

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 CCW AIR.

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, CCW AIR shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

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

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at **Mumbai** on this..... Day of..... 20.....

**BETWEEN**

President of India represented through Executive Engineer (E) CCW AIR Mumbai, (Hereinafter referred as the (Address of Sub Division) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

..... (Name and Address of the Individual/firm/Company) through..... (Hereinafter referred to as the (Details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal / Owner have floated the Tender (NIT No. **049/EDM/MUM/2022-23/** (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for **Comprehensive maintenance of various package AIR conditioners at Phase-I and Phase-II Building NFDC-FD Mumbai**

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

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

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

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

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

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item
  - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

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

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

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

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

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

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its 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, CCW AIR.

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

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

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

WITNESSES:

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

2. ....  
(Signature, name and address)  
Place:

Dated:

(On Non Judicial stamp paper of minimum Rs. 100)  
(Guarantee offered by Bank to CCW AIR in connection with the execution of contracts)  
**Form of Bank Guarantee for Earnest Money Deposit /Performance Guarantee/ Security  
Deposit/Mobilization Advance**

1. Whereas the Executive Engineer (Electrical) CCW AIR Mumbai on behalf of the President of India (hereinafter called "**The Government**") has invited bids under NIT No. **049/EDM/MUM/2022-23/** for **Comprehensive maintenance of various package AIR conditioners at Phase-I and Phase-II Building NFDC-FD Mumbai**
2. The Government has further agreed to accept irrevocable Bank Guarantee for Rs. .... (Rupees ..... only) valid up to ..... (date)\*..... as Earnest Money Deposit from..... (Name and address of contractor) '.....' ....., (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

**OR**

1. Whereas the Executive Engineer (Electrical) CCW AIR Mumbai on behalf of the President of India (hereinafter called "The Government") has invited bids under NIT NO **049/EDM/MUM/2022-23/** for **Comprehensive maintenance of various package AIR conditioners at Phase-I and Phase-II Building NFDC-FD Mumbai**
2. The Government has further agreed to accept irrevocable Bank Guarantee for Rs..... (Rupees .... only) valid up to..... (Date)\*..... as Performance Guarantee/ Security Deposit/Mobilization Advance from..... (Name and address of contractor) "....." (Hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.
3. We \_\_\_\_\_ (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.
4. We \_\_\_\_\_ (Bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on 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).
5. 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.
6. We \_\_\_\_\_ (Bank) \_\_\_\_\_ further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting 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 for-bear 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 for-bearance, 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.
7. We \_\_\_\_\_ (Bank) \_\_\_\_\_ further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities
8. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
9. We \_\_\_\_\_ (Bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

10. This guarantee shall be valid up to \_\_\_\_\_ 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 six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Date:

Witnesses:

1 Signature  
Name and Address

2 Signature  
Name and Address

Authorized signatory

Name:

Designation:

Staff Code No:

Bank Seal

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

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

## **TERMINATION OF CONTRACT ON DEATH**

Without prejudice to any of the rights or remedies under this contract if the contractor dies, the Divisional Officer on behalf of the President of India shall have the option of terminating the contract without compensation to the contractor.

Whenever any claim, against the contractor from the payment of sum money arises out or under the contractor, Government shall be entitled to recover such by appropriating. In part or whole, the security deposit of the contractor and he shall any Government promise notes, etc. forming the whole or part of such security. In the event of the security being insufficient or if no sum recoverable as the case may be shall be deducted from any sum then due which at any time. where after may become due from the contractor under this or any other contract with Government should this sum be not sufficient to cover the full amount recoverable the contractor shall be to Government on demand the balance remaining due.

Government shall have the right to cause any audit and technical examination of the works and the bill of the contractor including all supporting vouchers, abstracts etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by him under contract and found not to have been executed the contractor shall be liable to refund the amount cover the same from him the manner prescribed in sub-clause(1) of this clause or in any other manner legally permissible and if as result of audit and technical examination it is found that the contractor was paid less than that was due to him under if the amount of such under payment shall be fully paid by the Government to the contractor.

Provided the Government shall not entitled to recover any such overpaid, nor the contractor shall be entitled to payment of any such paid short where as payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other hand under any term of the contract permitting payment of work after assessment by the Superintending Engineer or the Executive Engineer.

EXECUTIVE ENGINEER (ELECT)

## DESCRIPTION OF COMPLETE SYSTEMS FOR MAINTENANCE SCOPE OF WORK:

The scope of work as mentioned below are the minimum expected from the firm / agency / contractor apart from break down maintenance and any other work required for maintenance in proper way as per the operation and maintenance manuals of respective equipment and as per good engineering practices will be required to be done under this scope of work. Successful bidder will make Performa for recording the following minimum work schedule/parameters and show to the employer to ensure proper accomplishment of these tasks.

### SCOPE OF WORK

1. All the equipment's/installations shall always be kept in good and trouble free operating conditions.
2. All the required record for break-downs/repairs and maintenance etc. shall be maintained in the form of history books, logbooks etc. as per directions.
3. All the maintenance works shall be carried out in accordance with the manufacturer's specifications and instructions of the Engineer in Charge
4. If for any reason any equipment is required to be repaired from any outside agency or in any workshop, the same shall be arranged by the agency at its own cost with in the quoted prices.
5. Watch and Ward of their material, machineries and system etc. till end of the contract shall be the sole responsibility of the contractor and pilferage etc. shall be entirely to his account.
6. In case of any damage caused to the installation due to negligence, carelessness or inefficiency of staff of the firm the contractor shall be responsible to make good the loss. Decision of the DEPARTMENT shall be final and binding on the contractor
7. Attending complaints of systems which include routine as well as breakdown maintenance of all the system.
8. The Vendor has to maintain a maintenance register during each visit mentioning what kind of job has been done during that visit. Contractor also has to provide maintenance report.
9. The vendor shall depute a single person who will control this Annual maintenance work, so that authority can contact him for any kinds of problem of the all system.
10. The unit rates quoted should be kept firm and valid during the entire period of contract and no escalation shall be permissible for any reason whatsoever after award of contract.
11. The rates quoted by Vendor shall include all liabilities such as supervision, wages, overtime, leave, bonus, increment, retrenchment compensation, insurance and all other statutory payments, including providing of tools and tackles under contractor's scope of supply, overheads, profits etc. for which no extra payment whatsoever will be made by DEPARTMENT.
12. All the equipment/installations shall always be kept in good and trouble free operating conditions. All the required record for break-downs/repairs and maintenance etc. shall be maintained in the form of history books and logbooks etc. as per directions. All the maintenance works shall be carried out in accordance with the manufacturer's specifications and instructions of the Engineer in Charge or his representative.
13. All the general and special tools, tackles required for proper maintenance and repairs/break down etc., shall be arranged by the contractor at his own cost.
14. The rates shall be all inclusive of establishment as well as spares and consumables as per schedule of work. The contractor is required to assess the probable quantity of all types of spares and consumables likely to be required for replacement for keeping all the installations in good working conditions and include the lump sum cost of these spares and consumables. Nothing extra on any account shall be payable over and above the approved all-inclusive comprehensive rates of the contract.
15. The consumables and spares shall be of best standard quality purchased from the original manufactures or authorized dealers only and shall be approved by the Engineer in Charge of DEPARTMENT before use. DEPARTMENT may direct the contractor to use consumables of its choice from the listed/approved vendors. All spares and consumables shall be arranged by the contractor for which nothing extra shall be payable. A list shall be prepared by the Contractor for major and minor spares consumables and the decision of DEPARTMENT

regarding the major /minor consumables shall be final. Replaced parts/ spares, used brunt oil etc. will be property of vendor. It is his responsibility to disposed of immediately.

16. Vendor shall supply minimum following consumables and general spares / items for smooth operation of all the system and the rates quoted by them should be inclusive of following items :-
  - 1) Refrigerant Gas
  - 2) Lubricating oil for compressor systems
  - 3) Packing / Couplings / gaskets / insulation material / other general spares.
  - 4) All electrical spares e.g. Fuses / Relays, contactors, Condensers etc.
  - 5) Indoor units Filter /Belts / Bearings / Valves / Other spares etc.
  - 6) All tools and tackles, manpower, transportation and other resources required for executing the job shall be in the scope of the contractor. No extra charges will be paid by the authority regarding tools and tackles, manpower, transportation etc.
  - 7) Spares of compressor, control panel card, Software etc. which may be required during maintenance of the all the system will have to be supplied by the contractor as per instruction of the Authority.

#### **Monthly Maintenance:-**

- a) Maintenance of all filters, fans, diffusers, cooling coils, Refrigerant Gas make up etc.
- b) Tightening of belts, foundation bolts of equipment, alignment of belt pulleys and couplings.
- c) Examining indoor/outdoor units and operating linkage for smoothness.
- d) To check the gland /seal, coupling of units.
- e) To check the safety controls mechanical, Electrical/ Electronics and inter-locking of the various equipment's.
- f) To check all piping/insulation/proper positioning/damage and rectifying the same where ever required. Inspect/check entire line for leakage and rectification of leakage, if any.
- g) To check and lubricant (if required) the bearing of the fans/motors and keep the proper record.
- h) To check the foundation bolts of the units/motors and to take the necessary action if required.
- i) Check the quantity of Air flow from various out lets in each room/ Area as per drawings and do adjustment of dampers etc. as and when required.
- j) Check the performance of equipment of VRF plant for proper functioning
- k) Any other job required to be attended during course of Checking and to keep the plant in perfectly working conditions.

#### **Quarterly Maintenance:**

- a) Checking / setting / rectification of all safety and automatic controls.
- b) Complete Overhauling of indoor/outdoor units, FCU, Fans.
- c) Maintenance of Fresh Air and Exhaust Air Fans and their Balancing, if required. Observe the operation of all the dampers and make necessary adjustment in linkage and blade orientation for proper operation.
- d) Functional checks and calibration of all switches, thermostats, humidistat and other instruments rectification of the same if required.
- e) Any other job required to be attended during course of checking / as per OEM and to keep the plant in perfectly working conditions.
- f) Maintenance of all Electrical equipment Feeders, Panels, Bus Bars, Cubicles, Motors, Heaters, Circuit Breakers, Power Points, etc. pertaining to HVAC as per standard electrical maintenance practice and as directed by concerned maintenance engineer. The maintenance and repairing of motors, Software re installation (if required) etc. are also within the Vendor's scope of work.
- g) The gas charging in VRF system will be executed by vendor, whenever required.

#### **PENALTY CLAUSE**

1. If work is not done as per above schedule or any system is not functioning then a penalty @ rate of Rs.500 /- per day shall be imposed on contractor for each location separately and will be deducted from the AMC amount due to the contractor and if unsatisfactory performance is continued for more than two days as felt by the Centre and AMC is liable to be terminated and final decision for this shall rest with the Director, DEPARTMENT.
2. If the contractor is NOT able to locate and rectify the fault and the reasons attributable to non-performance of contractor as assessed by officials nominated by DEPARTMENT, the

penalty clause is applicable as System remained non-functional for 2 hrs or more. The penalty will be Rs.500/- per day.

3. If contractor is not able to rectify the fault then the same may be got done through some other agency at the risk and cost of contractor failing which the same amount will be deducted from AMC bill in addition to the penalty as stipulated above will also be imposed. However, the decision of the DEPARTMENT in this regard shall be final and binding.

#### **SPECIAL TERMS AND CONDITIONS (STC)**

- I. Corrupt or Fraudulent Practices:
  - a. Bidders and Suppliers shall observe the highest standard of ethics during the procurement and execution of the contract.
  - b. Any material required for making good the damages will be brought by the contractor at his own cost and risk, and such material should be of proper brand and of good quality.
  - c. The firm will be responsible for the security/insurance of their staff working at site and DEPARTMENT will not be responsible in any manner in case of any accident / misshappenings.

#### **Additional Terms and Conditions**

- I. The contractors should visit the site and acquaint themselves of the conditions existing, restrictions in movements / working hour's security aspects, Condition of the plant equipment to be maintained / operated, before quoting for the job. No complaint of loss of labor, items of work not included, scope of work variation etc. will be entertained in handling similar works and should attach copies of cases handled by them along with performance certificate.
- II. The contractor should submit list of spare parts required to carry out repairs and maintenance works well in advance to DEPARTMENT.
- III. They shall be responsible for any periodic statutory inspection to be carried out on the equipment necessary test report and certificate rectification of defects, pointed during such inspection etc.
- IV. Contractors should follow all safety norms and provide necessary safety equipment at their own cost. In case of any accident during the maintenance of the equipment leading to injuries / damages to human beings equipment and / or loss of life, the contractor shall be fully responsible for setting all claims and indemnify the Centre against any claims arising out of such accidents. Consequent damages to other systems will however be recoverable from the contractor. This contract can be terminated by the DEPARTMENT without assigning any reasons by giving a notice period of 30 days at any time during the period of contract. No claim for any compensation will however be entertained due to such termination prior to the expiry of stipulated period of contract.
- V. The contractors shall be responsible for the safety of his/her man power, all the items of furniture, plants, office equipment and other fittings provided in the premises and shall be liable to make good any loss to the same if damaged during the execution of their duties which shall be recoverable from their bill or other dues payable to the contractors by the company.
- VI. The monthly bills for the service shall be submitted by the contractors before at the end of every month and the same will be settled by DEPARTMENT after due scrutiny only.
- VII. The contractors should deploy the personnel after screening/approval from DEPARTMENT.
- VIII. The contractor shall be responsible for the good conduct and behavior of his employees. If any employee of the contractor is found misbehaving with the supervisory staff or any other staff member, the contractor shall terminate the services of such employees at their own risk and responsibility on the recommendation of the Engineer in Charge or any other officer designated by the Director, DEPARTMENT. The contractor shall issue necessary instruction to his/its employees to act upon the instructions given by the supervisory staff of office building.

Executive Engineer (Electrical)  
CCW AIR Mumbai

**ANNEXURE - I**  
**List of Equipment's to be maintained**

SI No.	Description of Equipment.	
1	<b>RR-III 10<sup>th</sup> floor Phase-1 Building</b>	
a)	11TR water cooled duct able package AIR conditioner Units comprising two compressors in each machines	3 Nos
b)	Condenser water pump sets	3 Nos
c)	Natural draft cooling tower	1 No
2	<b>4<sup>th</sup> floor, RR-II Studio Phase-II</b>	
a)	5.5 TR water cooled duct able package AIR conditioner Units comprising single compressors in each	3 Nos
b)	Dx type AHU	1 No
c)	Condenser water pump sets	2 Nos
d)	Natural draft cooling tower	1 No

CONTRACTOR

EXECUTIVE ENGINEER (E)  
CCW: AIR: MUMBAI

**SCHEDULE OF WORK (PRICE BID)****NIT No. 049/EDM/MUM/2022-23****Comprehensive maintenance of various package AIR conditioners at Phase-I and Phase-II Building  
NFDC-FD Mumbai**

S.No.	Description of Items	Quantity	Unit	Rate	Amount
1	Comprehensive maintenance of 33TR (11TR x 3 Nos) Package AC Units comprising two compressors in each machines, three no pump sets and one no natural draft cooling tower) water cooled duct able package AIR conditioners which include routine, preventive and break down maintenance including repairs / replacement of worn-out / defective items with minimum down time and warranty / guarantee of repaired / replaced items, complete etc. as required (10th floor, RR-III Theatre)	12	Month	15536.00	186432.00
2	Comprehensive maintenance of 16.5 TR (5.5 TR x 3 Nos comprising single compressors in each machines, two no pump sets and one no natural draft cooling tower) Dx type AHU--1 No which include routine, preventive and break down maintenance including repairs / replacement of worn-out / defective items with minimum down time and warranty / guarantee of repaired / replaced items, complete etc. as required(4th floor, RR-II Studio Phase-II)	12	Month	7768.00	93216.00
					₹ 2,79,648.00
<b>Name of the Contractor</b>					
S.No	Description of Items	Estimated cost(Rs.)	Percentage above or below the estimated cost	% in Figures	Total (Rs)
1	<b>Comprehensive maintenance of various package AIR conditioners at Phase-I and Phase-II Building NFDC-FD Mumbai</b>	<b>2,79,648.00</b>			-