

Government of India  
Central Public Works Department  
Kolkata Central Electrical Division-III

**Name of Work:** Replacement of existing 500 KVA ONAN Type Transformer by a new one Cast Resin Dry Type Transformer at 4, 5, 6 & 8, Esplanade East, Kolkata - 69.

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Certified that this NIT document consists of Page No. 1 to 39 and this Index page and Schedule of Quantities from Page No. 63 to 64.

Assistant Engineer (E)P

Executive Engineer (E)

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

(Applicable for inviting open tenders)

The Executive Engineer (E), Kolkata Central Electrical Division – III, CPWD, Nizam Palace, 234/4 AJC Bose Road, Kolkata-20 on behalf of President of India invites online item rate two bid tenders from approved / eligible contractor in CPWD for the following specialized works:

Sl. No.	N.I.T No.	Name of work & Location	Estimated Cost put to tender	Earnest Money	Period of Completion	Last date and time for request of Technical Bid on line	Last date and time for issue of Technical Bid on line	Last date & time of submission of Technical Bid and Price Bid	Period during which EMD, Cost of Tender Document, E-tender Processing Fee and other Documents shall be submitted	Time & date of opening of Technical Bid
1	2	3	4	5	6	7	8	9	10	11
1.	108/EE(E)/KCED-III/2011-12	Replacement of existing 500 KVA ONAN Type Transformer by a new one Cast Resin Dry Type Transformer at 4, 5, 6 & 8, Esplanade East, Kolkata - 69.	11,94,874.00	23,897.00	2 (Two) Months	02/03/2012 upto 3.00 PM	03/03/2012 upto 3.00 PM	07/03/2012 upto 3.00 PM	09/03/2012 upto 3.00 PM	12/03/2012 upto 3.30 PM

The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website [www.tenderwizard.com/CPWD](http://www.tenderwizard.com/CPWD) or [www.cpwd.gov.in](http://www.cpwd.gov.in) free of cost.

In case only the last date of submission of tender is extended, the validity should be valid on the original date of submission of tenders.

Approved / eligible contractor, if 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 BY EE

\* ~~Conditions for Non-CPWD contractors only, if tenders are also open to non-CPWD contractors (For works estimated to cost up to Rs. 15-Crore) (the figure of Rs. 15-Crore may be modified as per tendering limit of CPWD class I contractors of respective discipline such as Electrical, Horticulture and Furniture etc. as the case may be)~~

~~Non-CPWD contractors are also eligible to submit tender provided they have definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:~~

~~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. .... in last 7 years ending last day of the month previous to the one in which the tenders are invited. (Scanned copy of work experience is to be uploaded)~~

~~\* Conditions applicable to CPWD contractors only, if tenders are also open to non-CPWD contractors (For works estimated to cost up to Rs. 15 Crore) ( the figure of Rs. 15 Crore may be modified as per tendering limit of CPWD class I contractors of respective discipline such as Electrical, Horticulture and Furniture etc.) For works costing above Rs. 3 Crore but up to Rs. 15 Crore, ( the figure of Rs. 3 Crore and Rs. 15 Crore may be modified as per tendering limit of CPWD class II and CPWD Class I contractors respectively of respective discipline such as Electrical, Horticulture and Furniture etc. as the case may be) when tenders are open to non-CPWD contractors also, then class II contractors of CPWD shall also be eligible if they satisfy the eligibility criteria specified for Non-CPWD Contractors. (Scanned copy of work experience is to be uploaded)~~

Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker`s Cheque or Deposit at Call Receipt (drawn in favour of Executive Engineer(E), Kolkata Central Electrical Division - III, CPWD, Nizam Palace, 234/4 AJC Bose Road, Kolkata-20) or Bank Guarantee of any Scheduled Bank shall be scanned and uploaded to the e-tendering website within the period of tender submission and original should be deposited in office of Executive Engineer.

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

Interested contractor who wish to participate in the tender has also to make following payments in the form of Demand Draft or Pay order or Banker`s Cheque of any Scheduled Bank and to be scanned and uploaded to the e-tendering website within the period of tender submission:

- (i) Cost of Tender Document: Rs. **500/-** drawn in favour of Executive Engineer, Kolkata Central Division - II, CPWD, Nizam Palace, 234/4 AJC Bose Road, Kolkata-20.
- (ii) e-Tender Processing Fee: **Rs. 659/-** (including Service Tax) drawn in favour of "ITI Limited" payable at Delhi.

Treasury Challan or Demand Draft or Pay order or Banker`s Cheque or Deposit at Call Receipt or Bank Guarantee of any Scheduled Bank against EMD, Cost of Tender Document and Cost of Tender Processing Fee shall be placed in single sealed envelope superscripted as "Earnest Money, Cost of Tender Document and Cost of Tender Processing Fee" with name of work and due date of opening of the bid also mentioned thereon.

~~Copy of Enlistment Order and certificate of work experience as required shall be scanned and uploaded to the e-tendering website within the period of tender submission and certified copy of each shall be deposited in a separate envelope marked as "Other Documents". Both the envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders and to be submitted in the office of Executive Engineer during the period mentioned above.~~

Online tender documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit, Cost of Tender Document and e-Tender Processing Fee and other documents placed in the envelope are found in order.

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

1. Treasury Challan/Demand Draft/Pay order or Banker's Cheque /Deposit at Call Receipt/Bank Guarantee of any Scheduled Bank against EMD.
2. Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank towards cost of Tender Document.
3. Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank towards cost of Processing Fee drawn in favour of "ITI Limited" payable at Delhi.
4. Contractor Electrical license. ( Duly attested)
5. Enlistment Order of the Contractor. (Duly attested)
6. Certificate of Registration for Sales Tax, VAT, Service Tax and acknowledgment of up to date filed return .( Duly attested) if required.
7. The bidder shall upload the Integrity Agreement failing which the tenderer/ bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

## CPWD-6 FOR e-TENDERING

Item rate/percentage rate tenders in Two Bid system are invited on behalf of President of India from approved / eligible contractor in CPWD and those of appropriate list of M.E.S., BSNL, Railway and ..... State P.W.D. (B&R) or State Govt.'s Department ..... (strike out as the case may be) dealing with building and roads, if there is no State PWD (B&R) for the specialized work of Replacement of existing 500 KVA ONAN Type Transformer by a new one Cast Resin Dry Type Transformer at 4, 5, 6 & 8, Esplanade East, Kolkata – 69.

1. The enlistment of the contractors should be valid on the last date of submission of tenders.

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

1.1 The work is estimated to cost **Rs 11,94,874/-** . 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 tenders. He will also nominate Division which will deal with all matters relating to the invitation of tenders.~~

~~For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicates the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.~~

1.2 ~~Intending tenderer is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-~~

~~Criteria of eligibility for submission of tender documents~~

~~1.2.1 **Conditions for Non-CPWD contractors only, if tenders are also open to non-CPWD contractors. For works estimated to cost up to Rs. 15 Crore.**~~

~~Three similar works each of value not less than Rs. .... or two similar work each of value not less than Rs. .... or one similar work of value not less than Rs. .... (all figures rounded to nearest Rs.10 lac) in last 7 years ending last day of the month previous to the one in which the tenders are invited.~~

~~**Note :-**~~

~~For works costing above Rs. 3 Crore but up to Rs. 15 Crore, when tenders are open to non-CPWD contractors also, then class II contractors of CPWD 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 Rs. 15 Crore.**~~

~~Three similar works each of value not less than Rs. .... or two similar work each of value not less than Rs. .... or one similar work of value not less than Rs. .... (all figures rounded to nearest Rs.10 lac) in last 7 years ending last day of the month previous to the one in which the tenders are invited.~~

~~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 tender.~~

~~1.2.3 To become eligible for issue of tender, the tenderer shall have to furnish an affidavit as under~~

~~I/We undertake and confirm that eligible similar works(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. (Scanned copy to be uploaded at the time of submission of bid)~~

2. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 7/8 (or other Standard Form as mentioned) 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 **2 (Two) 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.

**OR**

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

- 5 The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from website [www.tenderwizard.com/CPWD](http://www.tenderwizard.com/CPWD) or [www.cpwd.gov.in](http://www.cpwd.gov.in) free of cost.
- 6 Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt (drawn in favour of **Executive Engineer(E), KCED-III, CPWD, Kolkata-20**) or Bank Guarantee of any Scheduled Bank shall be scanned and uploaded to the e-tendering website within the period of tender submission and original should be deposited in office of Executive Engineer.

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

Interested contractor who wish to participate in the tender has also to make following payments in the form of Demand Draft/Pay order or Banker's Cheque of any Scheduled Bank and to be scanned and uploaded to the e-tendering website within the period of tender submission:

- (i) **Cost of Tender Document -Rs 500/- drawn in favour of Executive Engineer(E), KCED-III, CPWD, Kolkata-20.**
- (ii) **e-Tender Processing Fee – Rs. 659/- drawn in favour of "ITI Limited" payable at Delhi.**

Treasury Challan or Demand Draft or Pay Order or Banker's Cheque or Deposit at Call Receipt or Bank Guarantee against EMD, Cost of Tender Document and Cost of Tender Processing Fee shall be placed in single sealed envelope superscripted as "Earnest Money, Cost of Tender Document and Cost of Tender Processing Fee" with name of work and due date of opening of the bid also mentioned thereon.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of tender submission and certified copy of each shall be deposited in a separate envelop marked as "Other Documents".

Both the envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders and to be submitted in the office of Executive Engineer during the period mentioned above.

Online tender documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit, Cost of Tender Document and e-Tender Processing Fee and other documents placed in the envelope are found in order.

The bid submitted shall be opened at 03:30 PM on **12.03.2012**

7. The contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F'. including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
8. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer 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 tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a 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.
9. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders

received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

10. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11. 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.
12. The contractor shall not be permitted to tender for works in the CPWD Circle(Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
13. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
14. The tender for the works shall remain open for acceptance for a period of ~~ninety (90) days from the date of opening of tenders~~/Ninety (90) days from the date of opening of financial bid in case tenders are invited on 2 bid system (**strike out as the case may be**) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.
15. 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 15 days from the stipulated date of start of the work, sign the contract consisting of:-
  - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
  - b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as mentioned
16. **For Composite Tenders**



- ~~16.1.1 The Executive Engineer in charge of the major component will call tenders for the composite work. The cost of tender document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite tender.~~
- ~~16.1.2 The tender document will include following three components:~~
- ~~Part A: CPWD 6, CPWD 7/8 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD2010 or latest edition as applicable with all amendments/modifications.~~
- ~~Part B: General / specific conditions, specifications and schedule of quantities applicable to major component of the work.~~
- ~~Part C: Schedule A to F for minor component of the work. (SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components) General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.~~
- ~~16.1.3 The tenderer must associate with himself, agencies of the appropriate class eligible to tender for each of the minor component individually.~~
- ~~16.1.4 The eligible tenderers shall quote rates for all items of major component as well as for all items of minor components of work.~~
- ~~16.1.5 After acceptance of the tender by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component. EE of major component will operate part A and part B of the agreement. EE/DDH in charge of minor component(s) shall operate Part C along with Part A of the agreement.~~
- ~~16.1.6 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.~~
- ~~16.1.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major components of work.~~
- ~~16.1.8 The main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the tender document and has to submit detail of such agency(s) to Engineer in charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer in charge of minor component(s).~~

- ~~16.1.9 — In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer in charge of minor component. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer in charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.~~
- ~~16.1.10 — The main contractor has to enter into agreement with contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to EE/DDH in charge of each minor component as well as to EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.~~
- ~~16.1.11 — Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer in charge of the discipline of minor component directly to the main contractor.~~
- ~~16.1.12 — Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.~~
- ~~17. — In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Executive Engineer, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.~~

**GOVERNMENT OF INDIA CENTRAL  
PUBLIC WORKS DEPARTMENT**

**Percentage Rate Tender/Item Rate Tender & Contract for Works**

(A) **Tender for the work of:-** Replacement of existing 500 KVA ONAN Type Transformer by a new one Cast Resin Dry Type Transformer at 4, 5, 6 & 8, Esplanade East, Kolkata – 69.

<p>(i) To be submitted by ..... hours on ..... to .....</p> <p>(ii) To be opened in presence of tenderers who may be present at ..... hours on ..... in the office of Issued to..... Signature of officer issuing the documents ..... Designation Date of Issue .....</p>
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**TENDER**

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

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

We agree to keep the tender open for ~~ninety (90) days from the due date of its opening~~ / ninety (90) days from the date of opening of financial bid in case tenders are invited on 2 envelop system (strike out as the case may be) and not to make any modification in its terms and conditions.

A sum of Rs. **23,897/-** is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the 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 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 & 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 therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:

Witness:

Signature of Contractor

Address:

Postal Address

Occupation:

**ACCEPTANCE**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an 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:- (a)

(b)

(c)

For & on behalf of President of India

Signature .....

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities (as per PWD-3) Page no 63 to 64

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

S.No.	Description of item	Quantity	Rates in figures & words at which the material will be	Place of issue
1	2	3	4	5
----- NIL -----				

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S.No.	Description	Hire charges per day	Place of Issue
1	2	3	4
----- NIL -----			

SCHEDULE 'D'

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

Not Applicable

SCHEDULE 'E'

Reference to General Conditions of contract.

Name of Work : Replacement of existing 500 KVA ONAN Type Transformer by a new one Cast Resin Dry Type Transformer at 4, 5, 6 & 8, Esplanade East, Kolkata - 69.

Estimated cost of work : Rs 11,94,874/-

- (i) Earnest Money : Rs. 23,897/-
- (ii) Performance Guarantee : 5% of tendered value
- (iii) Security Deposit : 5% of tendered value

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS: Officer inviting tender Executive Engineer (E), KCED - III

Maximum percentage for quantity of items of work to be executed beyond which rates are to be

determined in accordance with Clauses 12.2 & 12.3: See below

Definitions:

2(v) Engineer-in-Charge Executive Engineer (E), KCED - III

2(viii) Accepting Authority Executive Engineer (E), KCED - III

2(x) Percentage on cost of materials and

Labour to cover all overheads and profits: 15%

2(xi) Standard Schedule of Rates MARKET RATES

2(xii) Department CPWD

9(ii) Standard CPWD Contract Form GCC 2010, CPWD Form 7/8 modified & Corrected up to DATE

Clause 1

(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance 15 days

ii) Maximum allowable extension beyond the period provided in (i) above 7 days

Clause 2

Authority for fixing compensation under clause 2 SE (E) KC EC - II

Clause 2A

Whether Clause 2A shall be applicable Yes / No

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start 22 days

Mile stone(s) as per table given below:-

S.No.	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	<b>NIL</b>		
2			
3			
4			
5			

Time allowed for execution of work 2 (Two) Months

Authority to decide:

(i) Extension of time EXECUTIVE ENGINEER(E), KCED-III (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)

(ii) Rescheduling of milestones SUPERINTENDING ENGINEER(E)KCEC-II

(Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)

Clause 6, 6A

Clause applicable - (~~6 or 6A~~) Clause 6 APPLICABLE

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 50,000/- Clause 10A

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

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

Clause 10B(ii)

Whether Clause 10 B (ii) shall be applicable ~~Yes~~ / No

Clause 10C

Component of labour expressed as percent of value of work = 25 %

Clause 10CA

S.N.	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India	Base Price of all Materials covered under clause 10 CA*
1	----- NOT APPLICABLE -----		
2			
3			
4			

\* Base price of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT.

Clause 10CC

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

NOT APPLICABLE

~~Schedule of component of other Materials, Labour, P.O.L. etc. for price escalation Component of civil (except materials covered under clause 10CA) /Electrical construction Materials expressed as percent of total value of work. \_\_\_\_\_ Xm .....%~~

~~Component of Labour expressed as percent of total value of work. \_\_\_\_\_ Y .....%~~

~~Component of P.O.L. expressed as percent of total value of work. \_\_\_\_\_ Z .....%~~

Clause 11

Specifications to be followed for the execution of the work: CPWD General Specification part-IV (Sub-Station) 2005 & part-I (Internal) 2005.

Clause 12

12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work 30%

12.5 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work NOT APPLICABLE

Clause 16

Competent Authority for deciding reduced rates. Superintending Engineer(E), KCEC-II

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:-

- ~~1. .... 2. .... 3. ....  
4. .... 5. .... 6. ....  
7. .... 8. .... 9. ....~~

Clause 36 (i)

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

S.No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical Representative)	Minimum Expenditure	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	Graduate Engineer/Diploma Engineer	Mechanical/Electrical	Principal Technical Representative	Nil for Graduate Engineer /5years for Diploma	1	10,000/PM	Ten thousand per Month
2.							

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

Clause 42

~~(i) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates ..... printed by C.P.W.D.~~

~~(ii) Variations permissible on theoretical quantities:~~

~~(a) Cement~~

~~For works with estimated cost put~~

~~to tender not more than Rs. 5 lakh. .... 3% plus/minus.~~

~~For works with estimated cost put to~~

~~tender more than Rs.5 lakh. .... 2% plus/minus.~~



- 
- (b) **Bitumen All Works** **2.5% plus & only & nil on minus side.**
- (c) **Steel Reinforcement and structural steel sections for each diameter, section and category** **2% plus/minus**
- (d) **All other materials:** **Nil**

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 beyond permissible variation	Less use beyond permissible variation
1.	Cement		
2.	Steel Reinforcement		
3.	Structural Sections		
4.	Bitumen issued free		
5.	Bitumen issued at stipulated fixed price		



CENTRAL PUBLIC WORKS DEPARTMENT

OFFICE MEMORANDUM

No.DGW/CON/251

ISSUED BY AUTHORITY OF DIRECTOR GENERAL OF WORKS

NIRMAN BHAWAN, NEW DELHI  
07.04.2010

DATED:

**Subject: Amendment to General rules and directions of GCC 2010.**

Difficulties have been experienced by the field units in taking decisions in respect of situations where same rate is quoted by more than one contractor. Similarly, they encounter problem when contractor does not quote percentage above/below in respect of a tender or part of a section/sub-head of a tender having more than one section/sub-head. To cater to such situations, following amendments are made in the General rules and directions of GCC 2010

Existing Provisions	Modified Provisions
<p>Page 5, GCC 2010</p> <p>4A. Applicable for Percentage Rate Tender only (CPWD-7)</p> <p>In case of Percentage Rate Tenders, a tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of</p>	<p>Page 5, GCC 2010</p> <p>4A. Applicable for Percentage Rate Tender only (CPWD-7)</p> <p>In case of Percentage Rate Tenders, <b>contractor</b> shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of</p>

Quantities at Schedule-A, he will be willing to execute the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

Quantities at Schedule-A, he will be willing to execute the work. **The tender submitted shall be treated as invalid if :-**

- 1. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.**
- 2. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.**
- 3. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender:**

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

**New Para 4B is added as below:**

**4B: In case the lowest tendered**

No Provision

**amount (estimated cost + amount worked on the basis of percentage above/ below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.**

**In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.**

**If the revised tendered amount of two more contractors received in revised offer is again found to be equal , the lowest tender, among such contractors, shall be decided by draw of lots in the presence of SE of the circle, EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), EE(P) or EE(HQ) of the circle & the lowest contractors those have quoted equal amount of their tenders.**

**In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.**

**Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.**

**—Sd—**

**Superintending Engineer (C&M)**



# CENTRAL PUBLIC WORKS DEPARTMENT

## OFFICE MEMORANDUM

No.DGW/CON/252

ISSUED BY AUTHORITY OF DIRECTOR GENERAL OF WORKS

NIRMAN BHAWAN, NEW DELHI

DATED: 26.04.2010

**Subject: Amendment to Para 10A under General Rules and Directions of GCC2010.**

In view of modifications made under Para 4A and insertion of new Para 4B under General Rules and Directions of GCC 2010 affected vide OM No. CON/251 dated 07.04.2010, Para 10A of General Rules and Directions of GCC 2010 is modified as under:-

Para	Existing Provisions	Modified Provisions
10A (page 6-7)	In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately	In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall

<p>filled in figures and words, so that there is no discrepancy.</p> <p><b>However if the contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words, then the percentage quoted by the contractor in words shall be taken as correct. Where the percentage quoted by the contractor in figures and in words tally but the amount is</b></p>	<p>be accurately filled in figures and words, so that there is no discrepancy.</p> <p><b>(Remaining part deleted)</b></p>
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	<p><b>not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.</b></p>	
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~~Sd~~

**Superintending Engineer (C&M)**



OFFICE MEMORANDUM

No. DG/CON/255

ISSUED BY AUTHORITY OF DIRECTOR GENERAL

NIRMAN BHAVAN, NEW DELHI

DATED: 23 .05.2011

**Sub: Introduction of Integrity Pact and Dispute Resolution Committee Under Clause 25 in GCC 2010.**

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**1. Introduction of Integrity Pact:**

A new provision of Integrity Pact (copy enclosed) has been introduced in the GCC 2010. At the time of submission of tender/bid, it shall be mandatory to sign the

Pact by the bidder/contractor failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

**2. Following provisions of CPWD Works Manual 2010 are modified:**

Reference	Existing Provision	Modified Provision
CPWD - 7/8 Schedule - F	No Provision	Following new Para is added: <b>Clause 25 -</b> <b>Constitutin of      Dispute Redressal</b> <b>Committe:</b> Chairman - Member - Member -
Clause 3 (vii)	If the contractor shall obtain a contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering.	If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering <b>or</b> <b>commits breach      of      Integrity Agreement.</b>

Clause 25(i)	If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision.	If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written
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Thereupon, the Superintending instructions or decision within a period Engineer shall give his written of one month from the receipt of the instructions or decision within a contractor's letter.

period of one month from the receipt of the contractor's letter.

If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with the decision,

contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with the decision,

If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with the decision of the Chief Engineer, **the contractor may within 30 days from the receipt of the Chief Engineer decision before**

contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer

to who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with the decision of the Chief Engineer, **the contractor may within 30 days from the receipt of the Chief Engineer decision before**

this

, 1

the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chief Engineer for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

**the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Chief Engineer. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Chief Engineer for appointment of arbitrator on prescribed proforma as**

per Appendix XV, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

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The modified GCC 2010 including provisions of this OM is available on CPWD website.

Superintending Engineer (C&M)

Issued from file no. CSQ/CM/C/37(1)/2011.

Copy to:

- (1) All ADGs CPWD. E-in-C PWD, Delhi Govt.
- (2) All CEs, CPWD, PWD Delhi Govt.- **They are requested to endorse a copy of this to all SEs & EEs with further directions that they should bring this change to the notice of all the concerned.**

Executive Engineer (M)

.....,  
.....,  
.....

Sub: NIT No. .... for the work .....

Dear Sir,

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

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, **failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.**

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the CPWD.

Yours faithfully

Executive Engineer(E)

To,

Executive Engineer (E),

.....,

.....

Sub: Submission of Tender for the work of .....

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

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

**BETWEEN**

President of India represented through Executive Engineer, .....

(Name of Division)

CPWD, ..... (Hereinafter referred as the

(Address of Division)

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

**AND**

.....

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

through.....

(Hereinafter referred to as the

(Details of duly authorized signatory)

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

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (NIT No.

..... ) (hereinafter referred to as “Tender/Bid”) and intends to

award, under laid down organizational procedure, contract for

.....

(Name of work)

hereinafter referred to as the “ Contract”.



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

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

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

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

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

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
  
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  
  - d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all

Payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

### Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ 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 Sub-contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

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

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

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

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

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or

by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by 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 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)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. ....

(signature, name and address)

2. ....

(signature, name and address)

Place:

Dated:

**FORM OF PERFORMANCE SECURITY (GUARANTEE)**

**BANK GUARANTEE BOND**

1. In consideration of the President of India (hereinafter called "the Government") having offered to accept the terms and conditions of the proposed agreement 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 .....(hereinafter referred to as "as Bank")  
(indicate the name of Bank)

hereby undertake to pay to the Government an amount not exceeding Rs.....  
(Rupees.....only) on demand by the Government.

2. We .....do hereby  
(indicate the name of Bank)

undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor (s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding  
Rs.....(Rupees.....only)

3. We, the said bank further undertake to pay the Government any money so demand 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  
(indicate the name of the Bank)

guarantee 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 claim 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

(indicate the name of Bank)

the Government that 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 forebear 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).

7. We .....lastly undertake not

(indicate the name of bank)

to 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 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.

Dated, the .....Day of.....

For.....  
(Indicate the name of the Bank).

## **COMMERCIAL AND ADDITIONAL CONDITIONS**

**Name of Work: Replacement of existing 500 KVA ONAN Type Transformer by a new one Cast Resin Dry Type Transformer at 4, 5, 6 & 8, Esplanade East, Kolkata - 69.**

### **1.0 GENERAL**

- 1.1 This specification covers manufacture, testing as may be necessary before dispatch, delivery at site, all preparatory work, assembly and installation, commissioning putting into operation of Transformer and allied works.
- 1.2 LOCATION: **4, 5, 6 & 8 Esplanade East, Kolkata-69** and will be required to operate under the climatic conditions prevailing at **Kolkata - 69:-**
- 1.3 The work shall be generally carried out as per tender specifications and in accordance with the following:
- a) CPWD General Specifications for Electrical works Part I Internal - 2005, as amended upto date.
  - b) CPWD General Specifications for Electrical works Part II External - 1994, as amended upto date.
  - c) CPWD General Specifications for Electrical works Part IV Sub- station- 2007, as amended upto date.
  - d) The norms laid by State Electricity Board
  - e) The Electricity Act 2003.



- f) National Electrical Code.
- g) Indian Electricity Rules 1956
- h) As per the directions of Engineer-in-charge.

These additional specifications/conditions are to be read in conjunction with above and in case of variations; specifications given in these additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications and conditions, as the same are to be read along with schedule of quantities for the work.

- 1.4 The tenderer should in his own interest visit the site and familiarise himself with the site conditions before tendering
- 1.5 No T&P shall be issued by the department and nothing extra shall be paid on account of this.

## **2.0 COMMERCIAL CONDITIONS**

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

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

### **2.2 PURCHASE, SUBMISSION AND OPENING OF TENDER:-**

2.2.1 Bidders shall submit the Cost of tender Documents, E-Tender processing fee and Earnest Money in prescribed manner as indicated in the Press notice.

2.2.2 The tender will be in three parts.

- a) **First Stage** – Techno Commercial Bid
- b) **Second Stage** – Price Bid

2.2.3 **First Stage** – consisting of “**TECHNO-COMMERCIAL BID**”, shall be uploaded complete

with the following documents :-

- i) Schedule of departure from tender specification Deviation, if any
- ii) Schedule of technical particulars of all equipments & materials
- iii) List of Technical Literature & Catalogue and any other information

#### 2.2.4 **Second Stage**

The tenderer should fill up their rates in the price bid (Part-II of the tender) in the format available on the web site.

Note : All the above documents are to be uploaded to the web site within the time and date specified in the NIT. Attested copies of **Eligibility Documents shall be submitted to the Executive Engineer (E)** within the time and date specified in the NIT for the same.

#### 2.2.5 ***The tenderers are advised preferably not to deviate from the technical specifications / items, commercial terms and conditions of NIT like terms of payment, guarantee, arbitration clause, escalation etc.***

2.2.6 The technical bid of tenderers who satisfy the eligibility criterion and who are approved as eligible contractors by the competent authority shall only be considered for acceptance. The price bids of those tenderers whose technical bids are found acceptable shall be opened on the date and time to be specified subsequently.

2.2.7 Scrutiny / evaluation of the Technical bid shall be done by the department in consultation with any agency as deemed necessary. In case it is found that the technical-cum-commercial bid of a tenderer is not in line with NIT specifications, requirements and/or contains any deviations, the department reserves the right to reject the technical bid of such firms (s) without making any reference to the tenderer(s).

2.2.8 Necessary clarifications required by the department shall have to be furnished by the tenderer within the time given by the department for the same. The tenderer will have to depute his representative to discuss with the officer(s) of the department as and when so desired. In case, in the opinion of the department a tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making any reference.

2.2.9 After obtaining clarifications from all the tenderers, the department may modify the technical & commercial conditions / specifications if required and may ask the tenderers to upload revised financial bid if required and will intimate the tenderers whose technical bids are acceptable accordingly. In case revised price bid is to be uploaded as directed by the department as above, then it is mandatory for the tenderers to submit revised price bid as the old price bid will no longer be valid.

2.2.10 A tenderer will not be allowed to withdraw or modify any condition at a time after the technical bids have been accepted and the decision to open the price bid has been taken by the department.

2.2.11 The part II of the tender i.e. price bid or revised price bid (if desired & allowed by the department) will be opened by the Executive Engineer (E) in the presence of the representatives of the tenderers who wish to be present on the due date and time of opening of price bid.

2.2.12 The department reserves the right to reject any or all the price bids and call for fresh prices / tenders as the case may be without assigning any reason.

### **3.0 COMPLETENESS OF THE TENDER, SUBMISSION OF PROGRAMME, APPROVAL OF DRAWINGS AND COMMENCEMENT OF WORK**

#### **(i)Completeness of the tender**

All sundry equipments, fittings, assemblies, accessories, hardware items, foundation bolts, supports, termination lugs for electrical connections, cable glands, junction boxes and all other sundry items for proper assembly and installation of the various equipments and components of the work shall be deemed to have been included in the tender, irrespective of the fact that whether such items are specifically mentioned in tender documents or not.

The tenderer shall furnish alongwith the tender, detailed technical literature, pamphlets and performance data for appraisal and evaluation of the offer.

#### **Data manual and drawings to be furnished by the tenderer**

The successful tenderer would be required to submit the following drawings within fifteen days of award of work for approval before commencement of installation:

#### **4.0 RESTRICTION IN WORK**

Some restrictions may be imposed by the security staff etc. on the working and/or movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account. No claim for idle labour shall be entertained.

#### **5.0 NATURAL CALAMITY**

No payment will be made to the contractor for any damage caused by rain, snow fall, floods, dampness, fire, sun or any other natural cause whatsoever during the execution of work. The damage to the work due to above reasons, if any, shall have to be made good by the contractor at this own cost and no claim on this account shall be entertained.

## 6.0 CARE OF BUILDING

Care shall be taken, while handling / installing the equipment, to avoid damage to the building. The Contractor shall arrange to repair all damages to the building caused by him so as to bring to the original condition. He shall also arrange to remove all unwanted waste materials from site, arising out of his work. The Contractor shall carry out the work in such a manner so as not to interfere or affect or disturb other works being executed by other agencies if any. No claim in the matter shall be entertained.

## 7.0 RATES TAXES AND DUTIES:

- (i) The work shall be treated as on works contract basis and the rates tendered shall be for complete items of works inclusive of all taxes (excluding service tax), duties, and levies etc. and all charges for items contingent to the work, such as packing, forwarding, insurance, freight and delivery, installations testing, commissioetc at site i/c temporary Constructional storage, risk, overhead charges, general Liabilities/obligations etc.
- (ii) Being an indivisible works contract, sales tax, Octroi, excise duty etc. are not payable separately.
- (iii) Work contract tax for the work shall be included within the quoted rates for the various items.
- (iv) Service Tax shall be paid by the contractor to the concerned Department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.
- (v) The C/D forms for concession of CST will not be issued to firms for procurement of materials.
- (vi) All Statutory deductions like Work Contract Tax, West Bengal Manual Workers welfare Fund recovery etc at applicable rates will be made from the Contractors bill.

**8.0 TERMS OF PAYMENT:** - The following terms of payments shall be applicable for this work

### PAYMENT TERMS

8.1 The following percentage of contract rates shall be payable against the stages of work shown herein:

	Stage of work	Machinery & Equipmen	All other items
I	After initial inspection (wherever speci & delivery at site in good condition on rata basis	75%	70%
II	On completion of pro-rata installation	15 %	20 %

III	On commissioning and completion successful running in period	10 %	10%
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The following percentage of contract rates shall be payable against the stages of work shown herein:

**The payment to the contractor for supply of items will only be made against the submission of a confirmation letter from the original manufacturer (not a dealer) stating that the materials are genuine / on production of all the test certificates.** Engineer-in-charge has full power to verify the genuineness of the material.

8.2 Deduction of Security Deposit shall be governed by standard / relevant clauses of CPWD 7/8.

### 8.3 **PERFORMANCE GUARANTEE**

The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (Five percent) of the tendered amount **valid up to Three months beyond the stipulated date of completion of contract** in addition to other deposit mentioned elsewhere in the contract for his proper performance of the contract agreement (not withstanding and/ or without prejudice to any other provision in the contract) within 15 days of issue of letter of intent. This period can be further extended by the Engineer-in-Charge. **This guarantee shall be in the form of Govt. Securities or fixed deposit receipt or guarantee bond of any scheduled bank or the State bank of India.** In case a fixed deposit receipt of a bank is furnished by the contractor to the govt. as part of the performance guarantee and 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 forthwith on demand furnish additional security to the government to make good the deficit. **After successful completion of the contract the same shall be return to the firm**

9.0 **WORKS TO BE CARRIED OUT BY DEPARTMENT**-The following works shall be carried out by the department.

### 9.1 **Water supply:**

Water supply shall be made available by the department at one Point in the campus free. of cost

## 9.2 Power Supply

- (i) 3 phase, 415 V, 50 Hz power supply shall be provided by the department free of charge to the contractor at one point for installation at site suitable for 10 KW load. Termination switchgears, however, shall be provided by the contractor. Further extension, if required, shall be done by the contractor.
- (ii) The contractor shall not use the power supply for any other purpose than that for which it is intended for. No major fabrication work shall be allowed at site. The power supply shall be used only for minor welding / cutting works. The power supply shall be disconnected in case of default and contractor shall then have to arrange the required power supply at his cost.
  - i) Space for accommodating all the equipments and components involved in the work.
  - iv) Cable trench in Substation as per approved drawing .

## 10. ACCEPTABLE MAKES OF VARIOUS EQUIPMENTS:

The acceptable makes of various equipments/components/accessories have been indicated in "Acceptable makes".The tenderer shall work out the cost of the offer on this basis. Alternate makes are not acceptable.

## 11.0 EXTENT OF WORK

- 11.1 The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning, as may be required by the department. The term complete installation shall not only mean major items of the plant and equipments covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender document in connection with this contract as this is a turnkey job.
- 11.2 In addition to supply, installation, testing and commissioning of substation equipments, following works shall be deemed to be included within the scope of work to be executed by the tenderer as this is a turn key job:

- (i) Minor building works necessary for installation of equipments, foundation, making of opening in walls or in floors and restoring them to their original condition / finish and necessary grouting etc. as required.
- (iv) Approval / clearance of complete installation shall be obtained by the contractor from Central Electricity Authority (CEA) / other licensing authorities, wherever required. However, application shall be made by Department and any statutory fee, as applicable, shall be paid by Department directly to the Govt. authorities concerned.

## **12.0 INSPECTION AND TESTING**

- 12.1 All major equipments i.e. transformer etc., shall be offered for initial inspection at manufacturer's works. The contractor will intimate the date of testing of equipments at the manufacturer's works before dispatch. The successful tenderer shall give advance notice of minimum two weeks regarding the dates proposed for such tests to the department's representative to facilitate his presence during testing. The Engineer-in-charge may witness such testing. The cost of the Engineer's visit to the factory will be borne by the department. Equipments will be inspected at the manufacturer / Authorized Dealers premises, before dispatch to the site by the contractor if so desired by the engineer-in-charge.
- 12.2 Copies of all documents of routine and type test certificates of the equipment, carried out at the manufacturers premises shall be furnished to the Engineer-in-charge and consignee.
- 12.3 After completion of the work in all respects the contractor shall offer the installation for testing and operation.

## **13.0 GUARANTEE:**

- 13.1 All equipments shall be guaranteed for a period of 12 months from the date of taking over the installation by the department, against unsatisfactory performance and / or break down due to defective design, workmanship or material. The equipments or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to satisfaction of the Engineer-in-Charge. In case it is felt by the department that undue delay is being caused by the contractor in attending the defect/fault removed, the same will be done by the department at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final.
- 13.2 The tender shall guarantee among other things, the following:
  - a) Quality, strength and performance of the materials used as per manufacturers standards.
  - b) Safe mechanical and electrical stress on all parts under all conditions of operation.

c) Satisfactory operation during the maintenance period.

#### **14.0 COMPLETION PERIOD**

The completion period indicated in the tender documents is for the entire work of planning, designing, approval of drawing etc., arrangement of materials & equipments, delivery at site including transportation, installation testing, Commissioning and handing over of the entire system to the satisfaction of the Engineer-in-charge

#### **15.0 DRAWINGS FOR APPROVAL & COMPLETION DRAWINGS**

##### **15.1 Drawing for approval on award of the work**

The contractor shall prepare & submit three sets of following drawings and get them approved from the Engineer-in-Charge before start of the work.

The approval drawings, however, does not absolve the contractor not to supply the equipments/materials as per agreement, if there is any contradiction between the approved drawings and agreement.

##### **15.2 Drawings / Documents to be furnished on completion of installation**

15.2.1 Three sets of the following drawings shall be submitted by the contractor while handing over the installation to the Department. Out of these three, one set shall be laminated on the hard base for display in the Substation / switch room

- (a) Substation installation drawings giving complete details of all the equipments including their foundations.
- (c) Line diagram and layout of all electrical control.

15.2.2 i) Manufacturer's technical catalogues of all equipments and accessories.

ii) Operation and maintenance manual of all major equipments, detailing all adjustments, operation and maintenance procedure.

#### **16.0 COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS:**

16.1 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular, the equipment and installation will comply with the following:



- (i) Factories Act.
- (ii) Indian Electricity Rules.
- (i) B.I.S & Other standards as applicable
- (ii) Workmen's compensation Act.
- (iii) Statutory norms prescribed by local bodies like CEA, Power Supply Co.

16.2 After completion of the installation, the same shall be offered for inspection by the representatives of the Central Electricity Authority. The contractor shall prepare and submit necessary drawings; test certificates other documents etc. for submission to the Central Electricity Authority or any other Electrical Inspector for obtaining approval for energizing the installation. It shall be the responsibility of the Contractor to liaison with / coordinate with such inspecting authority for obtaining the approval for the installation. The contractor will extend all help including test facilities to the representatives of CEA. The observations of CEA will be attended by the contractor. Nothing extra shall be payable to the Contractor on this, accord. However any fees paid to the Inspecting authority on this account shall be reimbursed by the Department installation will be commissioned only after getting clearance from CEA.

16.3 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

16.4 Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty as per prevailing rules for each default. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

## **17.0 INDEMNITY**

The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer on account of the above.

## **18.0 ERECTION TOOLS**

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

#### **19.0 INSURANCE AND STORAGE**

All consignments are to be duly insured upto the destination from warehouse at the cost of the contractor. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

#### **20.0 VERIFICATION OF CORRECTNESS OF EQUIPMENT AT DESTINATION**

The contractor shall have to produce all the relevant records to certify that the genuine equipments from the manufacturers has been supplied and erected.

#### **21.0 PAINTING**

This shall include cost of painting of the entire installation. The major equipments like transformer etc. Shall be factory final finish painted. The agency shall be required to do only touching to the damages caused to the painting during transportation, handling & installation at site, if there is no major damage to the painting.

#### **22.0 TRAINING**

The scope of works includes the on job technical training of two persons of department at site. Nothing extra shall be payable on this account.

#### **23.0 MAINTENANCE**

**23.1** Sufficient trained and experience staff shall be made available to meet any exigency of work during the guarantee period of one year from the handing over of the installation.

**23.2** The maintenance, routine as well as preventive, for one year from the date of taking over the installation as per manufacturer's recommendation shall be carried out on quarterly basis.

#### **24.0 MATERIAL APPROVAL**

The material brought at site shall be approved by the Engineer-in-Charge before use in the work. In case during execution any material being used in the work is found not as per agreement specifications, Engineer-in- Charge may issue instruction to the contractor to remove the materials from site and the contractor will be bound to do so.

**25.0 Special Care: - The scope of work under this contract involves replacement of existing Transformer, in the existing building .The contractor shall take utmost care that the power supply of the existing building shall not be disturbed during working hours and minimum inconvenience to the user. The sequence& timing of different activities shall be done as per decision of Engineer-In –Charge .During execution of work necessary work permit shall be taken from the site in charge and proper coordination with JE/AE in charge of the work is to be maintained. The decision of Engineer in Charge is final & binding to the contractor.**

## **TECHNICAL SPECIFICATIONS**

**The work shall be carried out as per CPWD general specification for Electrical Works (Part IV Sub Station 2007) as amended up to till date and CPWD general specification for Electrical Works part-I Internal 2005& Part-II (External 1995) as amended up to till date, relevant IE rules and as per directions of Engineer-In- charge.**

### **CERTIFICATES**

- I. Certified that all departures from the specifications have been brought down in the forwarding letter to this office.
- II. Except for the departures brought down in the forwarding letter the tender complies with the tender specifications in all respect.
- III. The rates quoted are net inclusive of all rate, rent and taxes without any conditions. We understand that any condition in the price bid shall make the tender liable for cancellation.

(CONTRACTOR'S SIGNATURE)

Annexure - I  
SCHEDULE 'D'

**SCHEDULE OF TECHNICAL PARTICULARS**

Sl. No.	Particulars	Guaranteed Data												
A.	<p><u>TRANSFORMER</u></p> <ol style="list-style-type: none"> <li>1. Specifications to which it conforms</li> <li>2. Type and make</li> <li>3. Core type or Shell type</li> <li>4. Output in KVA (continuously rated)</li> <li>5. Frequency</li> <li>6. Voltage between phases (HV on no load)</li> <li>7. Voltage between phases (MV on no load)</li> <li>8. Impedence at normal voltage ratio at 75<sup>0</sup> C.</li> <li>9. Efficiency at unity power factor.               <ol style="list-style-type: none"> <li>(a) Full load</li> <li>(b) ¾ load</li> <li>(c) ½ load</li> </ol> </li> <li>10. Iron losses at normal voltage ratio</li> <li>11. Copper losses at normal voltage ratio, at full load</li> <li>12. Regulation at unit P.F. at 75<sup>0</sup> C.</li> <li>13. Regulation at 0<sup>0</sup>.8 P.F. at 75<sup>0</sup> C.</li> <li>14. Reactance at normal voltage and ratio</li> <li>15. Resistance of H.V. windings at 75<sup>0</sup> C.</li> <li>16. Resistance of M.V. windings at 75<sup>0</sup> C.</li> <li>17. Over Load: The transformers are capable of carrying overload as follows:-               <table border="1" data-bbox="334 1207 1045 1524"> <thead> <tr> <th data-bbox="334 1207 511 1318">Percentage Load</th> <th data-bbox="511 1207 748 1318">When Starting Cold (in hours)</th> <th data-bbox="748 1207 1045 1318">After running continuously (in hrs)</th> </tr> </thead> <tbody> <tr> <td data-bbox="334 1318 511 1386">(a) 25%</td> <td data-bbox="511 1318 748 1386"></td> <td data-bbox="748 1318 1045 1386"></td> </tr> <tr> <td data-bbox="334 1386 511 1453">(b) 50%</td> <td data-bbox="511 1386 748 1453"></td> <td data-bbox="748 1386 1045 1453"></td> </tr> <tr> <td data-bbox="334 1453 511 1520">(c) 100%</td> <td data-bbox="511 1453 748 1520"></td> <td data-bbox="748 1453 1045 1520"></td> </tr> </tbody> </table> </li> <li>18. Type of Tank</li> <li>19. Width of oil duct between core and M.V. and H.V.</li> <li>20. Type of insulation               <ol style="list-style-type: none"> <li>(a) H. V. Conductors</li> <li>(b) M. V. Conductors</li> </ol> </li> <li>21. APPROXIMATE WEIGHT               <ol style="list-style-type: none"> <li>(a) Core lamination</li> <li>(b) Copper</li> <li>(c) Transformer coil &amp; insulation</li> <li>(d) Oil</li> </ol> </li> </ol>	Percentage Load	When Starting Cold (in hours)	After running continuously (in hrs)	(a) 25%			(b) 50%			(c) 100%			
Percentage Load	When Starting Cold (in hours)	After running continuously (in hrs)												
(a) 25%														
(b) 50%														
(c) 100%														

	<p>(e) Tank fittings (f) Total weight including complete transformer with oil, tank &amp; fittings 22. Approximate quantity of oil required for first filling.</p>	
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Annexure - II  
LIST OF Acceptable Makes of Equipments/Materials

**Name of work : Replacement of existing 500 KVA ONAN Type Transformer by a new one Cast Resin Dry Type Transformer at 4, 5, 6 & 8, Esplanade East, Kolkata – 69.**

1. DRY Type Transformer: KIRLOSKAR / CROMPTON / GEC – ALSTOM /  
AREVA/ABB/VOLTTEMP

Asstt. Engineer (E)(P)  
KCEC-II/CPWD/Kol-20

Executive . Engineer (E)(P)  
KCEC-II/CPWD/Kol-20

Annexure - III  
SCHEDULE 'E'

**SCHEDULE OF ADDRESSES OF MANUFACTURERS:**

<b>S. No.</b>	<b>Item</b>	<b>Manufacturer's Name</b>	<b>Place where can be offered for test inspection</b>	<b>Name &amp; address of the person whom should be contacted.</b>





Annexure – V

**DETAILS OF ACCESSORIES BEING SUPPLIED BY MANUFACTURER**

<b>S.N.</b>	<b>DESCRIPTION</b>	<b>QTY.</b>	<b>SPECIFICATION</b>	<b>MAKE</b>
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**Annexure - VI**

**DETAILS OF ACCESSORIES BEING SUPPLIED BY THE CONTRACTOR**

<b>S.N.</b>	<b>DESCRIPTION OF ACCESSORY</b>	<b>QTY.</b>	<b>SPECIFICATION</b>	<b>MAKE</b>
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**Annexure - VII**

**SCHEDULE OF DEPARTURE FROM SPECIFICATIONS**

Ref to Clause of the specification	Description of Deviation	Reason for Departure
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**DEPARTURE FROM GENERAL SPECIFICATION**

1)

2)

3)

4)

5)

6)

7)

8)

9)

10)

Certified that except for departure mentioned above tender is in accordance with CPWD General Specifications for Electrical works Part - VI -Fire Alarm System-1988, BIS Code of practice (IS: 2189 – 1988) for Selection, Installation and Maintenance of Automatic Fire detection and Alarm system with amendments up to date, CPWD General Specifications for Electrical works Part - I Internal - 1994 as amended upto date, CPWD General Specifications for Electrical works Part - II external - 1994 as amended upto date and in accordance with detailed requirements specified in tender specifications /BOQ.

(Signature of the contractor)

**Annexure - VIII**

**CERTIFICATE**

Certified that the items of the work as described in the Schedule of Quantities in Price Bid have been read in conjunction with the Technical Specifications and the Scope of Work has been fully understood by us.

Further, we also certify that there are no departures from the nomenclature of items specified in the Schedule of Quantities except those specifically brought out in the “**Schedule of departure from Specifications**”.

SIGNATURE OF THE CONTRACTOR

**CHECK LIST FOR SITC OF NIT**

1. Have you submitted the tender in 3 separate sealed envelopes one for EMD second for Technical cum commercial bid and third for price bid. Yes/No
2. Have you departed from any of the provisions of NIT Specification Yes/No
3. Have you deviated from the terms and conditions and technical specifications (Please note if any deviations are attempted the tender is likely to be invalid) Yes/No
4. Have you indicated percentage of taxes and duties in the technical bids? Yes/No
5. Have you quoted the price bid in the same format of schedule of work as given in the tender papers?  
Yes/No
6. Have you indicated quantum of taxes and duties in the price bid. Yes/No
7. Have you quoted the rates for each item inclusive of all taxes and duties, forwarding and packing and freight charges etc. up to destination Bops along the border as per the list attached Yes/No
8. Have you quoted the rates for the items inclusive of works contract tax @ 2%? Yes/No
9. Have you accepted NIT terms of payment Please note that no deviation in terms of payment acceptable.  
Yes/No
10. Have you offered guarantee for the Equipments for 12 months from the date of handing over to the department after satisfactory supply, installation, testing and commissioning of System. Yes /No
11. Have you given tender validity for ` 90 days {From the date of opening of tender?} Yes/No
12. Have you furnished detailed technical literature, performance data, control panel drawing and foundation drawing with Technical bid? Yes/No
13. Have you accepted terms of inspection as per clause? Yes/No
14. Have you confirmed Guarantee and Warranty for the equipment as per conditions of NIT? Yes/No
15. Have you specified the make of equipments that you have offered? Yes/No
16. Have you furnished the Guaranteed Technical particulars as per Annexure – I Yes/No

Signature of the tenderer/firm