

TENDER DOCUMENT

**“Supply, Installation, Testing and
Commissioning of 2no. 1000 KVA,
11KV/415V Oil Cooled, IS:1180 Stage-2,
BEE rating Star-1 Transformers in
Electrical substation
of**

**Central Pollution Control Board
‘Parivesh Bhawan’, East Arjun Nagar
Delhi – 110 032**



**Central Pollution Control Board
‘Parivesh Bhawan’, East Arjun Nagar
Delhi – 110 032**

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NOTICE INVITING TENDER

1. The Member Secretary Central Pollution Control Board (CPCB) invites e- tenders in two bid system for “Supply, Installation, Testing and Commissioning (SITC) of 2 no. 1000KVA, 11KV/415V, 3 phase IS:1180, Level-2, BEE rating Star -1 oil cooled transformers at Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032.” from the approved and eligible enlisted contractor of CPWD in composite category/MES/Railways or other Govt. Department, manufacturer/dealer of Transformers and specialized firms having similar work experience. The details are as below:

S. N.	NIT No.	Name of work and location	Estimated cost put to bid	Earnings Money	Period of completion	Last date and time of submission of PQ, technical and financial bid	Period during which EMD, and other documents shall be submitted	Time and date of opening of Eligibility bid
1.	CPCB/Bldg/ Elect./01/2018-19 Dated: 18.02.2019	Supply, Installation, Testing and Commissioning (SITC) of 2 no. 1000KVA, 11KV/415V , 3 phase IS:1180, Level-2, BEE rating Star -1 oil cooled transformers at Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032	27,40,000/-	54,800/-	04 months	18.03.2019 upto 15:00 hrs.	18.03.2019 15.00 hrs	19.03.2019 15.30 hrs

The EMD to be submitted as Demand Draft in favour of the Central Pollution Control Board, Delhi). The EMD has to be submitted in original in the tender box kept at ground floor (near Reception) in Parivesh Bhawan, Central Pollution Control Board and a scanned copy to be uploaded with tender document.

2. The tender document can also be downloaded from CPCB website www.cpcb.nic.in.

3. DOCUMENTS REQUIRED TO BE ATTACHED IN THE TECHNICAL BID:

Only those contractors who fulfil the following requirements shall be eligible to apply.

Similar work shall mean works of “supply, installation, testing and commissioning of electrical Sub Station equipment’s”.

- a. Should have satisfactorily completed the similar works as mentioned below during the last 7 years ending on 31.01.2019.
Three similar works each costing not less than Rs. 10.96 Lacs

OR

Two similar works each costing not less than Rs. 16.44 Lacs

OR

One similar works each costing not less than Rs. 21.92 Lacs

Similar work shall mean SITC of electrical Sub Station equipment's

- b. Should have registered in appropriate category in CPWD/MES/Railways or other Govt. Department or manufacturer/dealer of the transformer and should have valid GST registration and PAN card number.
- c. Affidavit certifying that the contractor/firm has not been involved in any criminal case and has not been blacklisted in any Govt./ semi Govt. organization (Affidavit should be in non-Judicial Stamp Paper and certified by Notary Public).
- d. Should have IS:1180 compliance of the transformer quoted. Documentary evidence to be enclosed.

Self-attested copies of the above documents are to be uploaded in technical bid in folder a to d along with the signed copy of tender document, failing which the tender will be rejected.

4. MODE OF SUBMISSION OF TENDER

The tender shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> latest by 15.00 Hrs. on 18.03.2019. Late submission of tender will be rejected. The same will be opened 15.30 Hrs. on 19.03.2019. Tenderer/Contractor are advised to follow the instructions "Instructions To Bidder for Online Bid Submission" provided in the Annexure "A" for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

5. OPENING OF TENDER

The tender i.e. technical bid will be opened in Training Hall, Ground Floor, CPCB, at 15.30hrs on 19.03.2019. The bidders have the liberty to be present either in person or through an authorized representative at the time of opening of the tenders. **The financial bid of only those tenderers will be opened whose technical bid are found to be acceptable.**

In the event of more than one bidder becomes L1, the Competent Authority in CPCB reserves the right to select one of the L1 bidders based upon various norms like quality of work experience, number of years in operation and other credentials like work completion certificate of any Central Government / State Government Undertaking /Organisation etc.

6. The site for the work is available/or the site for the work shall be made available for inspection on all working days except on Saturday, Sunday and Public Holidays.
7. The contractor should quote rate and amount in the figures as well as in words. The amount for each item should be worked out and the requisite totals given.
 - b) Special care should be taken to write the rates in figures as well as in words, and the amounts in figures only in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, "Rs." should be written before the figures of rupees and "P" after the decimal figures, e.g. Rs. 2.15 P and in case of words, the word 'Rupees' should precede and the word "Paise" should be written at the end. Unless the rates is in only rupees and followed by the words 'only' it should invariably be upto two decimal place. While quoting the rate in schedule of quantities, the words 'only' should be written closely following the amount and it should not be written in the next line.
 - c) Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates figures and words. However, if a discrepancy is found, the rates which correspond with an amount worked out by the contractor shall be taken as correct.
 - d) If the amount of an item is not worked out by the contractor it does not correspond with the rate written either in figure or in words than the rate quoted by the contractor in words shall be taken as correct.
 - e) Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly the rate quoted by the Contractor will be taken as correct and not the amount.
10. The contractor, whose tender is accepted (unless exempted) will be required to furnish by way of security deposit for the fulfillment of his contract such sum as will amount at the rate of 10% of the estimated cost put to tender.

The security deposit will be collected by deductions from the running bills of the contractor at the rate of 10%. The earnest money deposited at the time of tenders will be released after completion of work, No interest will be paid on it. The security deposit will be released after the 'defects liability period' subjects to verification of defects.

11. The acceptance of a tender rests with the CPCB, which does not bind itself to accept the lowest tender and reserves itself the authority to reject any or all of the tenders received without assigning any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

CPCB reserves itself the right to accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

12. Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to be canvassing will be liable to rejection.

13. All rates to be quoted in the proper form in the tender.

14. Any item rate tender containing percentage below/above will be summarily rejected. However, where a tenderer voluntarily offers rebate or payment within a stipulated period, this may be considered.

15. On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from CPCB shall be communicated to the CPCB.

16. Sales Tax or any other tax or liability in respect of this contract shall be payable by the contractor and CPCB will not entertain any claim whatsoever in this respect.

17. **The tender for works shall remain open for acceptance for a period of 03 months from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to CPCB, without prejudice to any other right or remedy, CPCB will be at liberty to go for forfeiting the earnest money absolutely of the tenderer.**

18. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the components or parts and that after work is awarded, he will have to enter into an agreement for each component or part with CPCB.

19. The contractor should see the site and understand the work requirements and in case of doubt, obtain required particulars, which may in any way influence his tender, from the CPCB as no claim whatsoever will be entertained for any alleged ignorance thereof.

20. If it is found that the tender is not submitted in proper manner or contains too many corrections or absurd rates or amounts, it would be summarily rejected by CPCB.

21. The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

22. The Contractor shall comply with the provision of the Apprentices Act, 1961, and the rules and orders issued there under from time to time. If fails to do so, his failure will be breach of the contract and the CPCB may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

23. **In case of any misshaping/accident during the execution of the work or any damage to the CPCB property, the contractor is liable to pay the damages to CPCB or compensation to the workers.**

24. The contractor's responsibility for the contract shall commence from the date of issue of orders of acceptance of tender.

25. Specifications to be followed for execution of work

Electrical: CPWD General Specifications for internal electrical installations (Part-1) 2015, external electrical installations (Part-II) 1994, Sub Station (Part-IV) 2013, with correction slip issued up to date.

26. Before tendering, the contractor shall inspect the site to get fully acquaint himself about the condition in regard to accessibility of site and nature of ground, working condition including stacking of materials, installations of T & P etc. conditions affecting accommodation and movement of labour etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the department in any circumstances.

27. Requirement of Technical Representative(s) and recovery Rate: -

S.No	Designation	Discipline	Minimum qualification	Minimum Experience	Number	Rate of recovery at following rates in case of non-compliance	
						Figure	Word
1.	(Principal Technical Representative Project Planning/ Site/ Billing Engineer)	Mech./Elect Engg	Graduated Engineer OR Diploma Engineer	2 years 5 Year	ONE	15000/- per month	Rs. Fifteen Thousand per month

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

28. The contractor shall submit list of works which have been handled by him in the previous financial year and on the works in hand (progress) in the format as given below:

Works Handled in the Previous Financial Year (2017-18)

Name of work	Name and particulars of place where work was done	Value of work	Position of works (In progress/completed)	Remarks
1	2	3	4	5

Works in Hand in the Current Financial Year (2018-19)

Name of work	Name and particulars of place where work was done	Value of work	Position of works (In progress/completed)	Remarks
1	2	3	4	5

LETTER SUBMITTING TENDER

To

The Member Secretary
Central Pollution Control Board
Parivesh Bhawan, East Arjun Nagar
Delhi – 110 032

Sir,

With reference to the tender invited by you for “Supply, Installation, Testing and Commissioning (SITC) of 2 no. 1000KVA, 11KV/415V , 3 phase IS:1180, Level-2, BEE rating Star -1 oil cooled transformers at Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-1100322.” I/We do hereby offer to execute the works under ‘contract at the respective rates’ mentioned in the Bill of Quantities. I/We have seen the site and read the articles of agreement, conditions of contract, specifications and special clauses forming part of the Bill of Quantities. I/We agree to finish the whole of the works within three months as specified in the tender.

I/We have deposited as Earnest Money Rs..... (Rupees Only) in the form of Bank draft in favour of Central Pollution Control Board, which amount is not to bear any interest. I / We do hereby agree that this sum shall be forfeited by you in the event our tender is accepted and I /We fail to commence the contract when called upon to do so, within a period of 15 days after award of work.

I/We understand that you are not bound to accept the lowest or any tender that you receive.

Yours faithfully,

Name of partners of the firm

Name of Bankers

Tenders submitted on

BILL OF QUANTITIES

S.N.	Description of items	Qty	Rate (Rs.)	Amount (Rs.)	
				In figure	In words
1.	Dismantling of old 500 KVA transformer	02			
2.	Supply, Installation, Testing and Commissioning (SITC) of 2 no. 1000KVA, 11KV/415V , 3 phase as per IS:1180, Level-2, BEE rating Star -1 oil cooled transformers of Crompton Graves, ABB, Kirloskar, Tesla make at Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032	02			
3.	Installation, Testing and Commissioning of new 1000 KVA Transformer including 04 no. Copper earthing, foundation etc. complete as required	02			
4.	Buy back of old transformer	02			
	Freight charges				
	GST				
	Grand Total				

Grand Total amount Rs. =

The rates quoted should be including of all taxes and fright charges. All the civil works as required for installation of Transformers will be in the scope of bidder. Bidder is requested to kindly visit the site before quoting the rates.

(Signature of authorised representative with stamp)

ARTICLES OF AGREEMENT

Made at this day of between.....

.....(hereinafter referred to as the Employer which expression shall include his, Executors, Administrators and Assigns) of the other part WHEREAS the employer is desirous of "Supply, Installation, Testing and Commissioning (SITC) of 2 no. 1000KVA, 11KV/415V, 3 phase IS:1180, Level-2, BEE rating Star -1 oil cooled transformers at Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032.

WHEREAS the said drawings and the specifications and the priced schedule of quantities have been signed by or on behalf of the parties hereto and WHEREAS the contractor has agreed to execute upon and subject to the conditions at forth herein (hereinafter referred to as "the conditions") the work shown upon "the said Drawings" and described in "the said specifications" and the said " Priced Schedule of Quantities"

At the respective rates mentioned in the priced Schedule of quantities attached. and WHEREAS the contractor has deposited Rs..... Rupees) with the employer for the performance of the Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payments to be made to the contractor as hereinafter provided he shall upon and subject to the said conditions execute and complete the works shown upon the said drawings and such further detailed drawings as may be furnished to him by the said Architects and described in the specifications and the said priced schedule of quantities.
2. The employer shall pay the contractor such sums as shall become payable hereunder at the time and in the manner specified in the said conditions.
3. The plans, agreements and documents mentioned above shall form the basis of this contract and the decision of the said employer as mentioned in the conditions of contract with reference to all matters of dispute as to the material, workmanship or account and as to the intended interpretation of clauses of this agreement or any other document attached hereto shall be final and binding on both parties and shall be made a rule of court.
4. The said contract comprises the above mentioned buildings and all subsidiary works connected there within the same site as may be ordered to be done from time to time by the said employer even though such works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
5. The said conditions and special conditions, specifications, schedule of quantities, wage schedule of labour and schedule of materials to be supplied by the employer and guarantee bond shall be read with construed forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulation and perform the agreements on their parts respectively in such conditions contained.
6. The Employer reserves to himself the right of altering the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alternations or variations shall be carried out without prejudice to this contract.
7. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Delhi and courts in Delhi shall have jurisdiction to determine the same.
8. The several parts of this contract have been read by us and fully understood by us. As witness our hands this day of

Signed by the said

_____ in the presence of witnesses

_____ employer

1. Signed by the said

2. _____ In the presence of

INTEGRITY PACT

To,

Member Secretary
Central Pollution Control Board
Parivesh Bhawan, East Arjun Nagar, Delhi-110032

Sub: Submission of Tender for the work of "Supply, Installation, Testing and Commissioning (SITC) of 2 no. 1000KVA, 11KV/415V, 3 phase IS:1180, Level-2, BEE rating Star -1 oil cooled transformers at Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032

Dear Sir,

I/We acknowledge that CPCB, MoEF&CC Government of India 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 CPCB, MoEF&CC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article1 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, CPCB, MoEF&CC 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 with rubber stamp on their Letter head)

INTEGRITY PACT

General

This pre –bid pre – contract Agreement (hereinafter called the integrity Pact) is made on----- day of the month of -----2019, between, on one hand the Member Secretary, represented by Divisional Head (Building Div.) Central Pollution Control Board, Ministry of Environment, Forests& Climate Change, Government of India (hereinafter called the “Buyer” which expression shall mean and include, unless the context otherwise requires, his successors and its assignees) of the first part and M/s _____, represented by, _____ (hereinafter called the Bidder/Seller which expression shall mean and include, unless the context otherwise requires, his successors and its assignees) of the second part.

Whereas the BUYER proposes to procure/work and the BIDDER/Seller is willing to offer/has offered the stores/work and

Whereas the Bidder is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is Member Secretary, Central Pollution Control Board, Ministry of Environment, Forests& Climate Change, Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

2. The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

- 2.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 2.2 The BIDDER further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
- 2.3 The BIDDER shall disclose the name and the address of the agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.4 The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5 The BIDDER further confirms and declare to the BUYER that the BIDDER is the original manufacturer/integrator/authorized dealer and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individuals, firms or company in respect of any such intercession, facilitation or recommendation.
- 2.6 The BIDDER, either while presenting the bid or during pre-contact negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling the tender.
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. Previous Transgression

- 3.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Sanctions for Violation

4.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER (s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.2 The Buyer will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

4.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER, however, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

5. Fall Clause

5.1 The Bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or

PUS and if it is found at any stage that the similar product/system or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

6. Independent Monitors

- 6.1 The Buyer has appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission (Sh. Sunil Krishna C/o Member Secretary, Central Pollution Control Board, East Arjun Nagar, Delhi-110032, Phone-+91-120-4286713, Mobile No. 9868211020 email : iem.cpcb@gmail.com), sunilkrishna@nic.in.
- 6.2 The task of the Monitors shall be review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER (s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to the subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of all the BIDDER / subcontractors with confidently.
- 6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitors will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat/place of the BUYER.

9. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity

- 10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER /Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.
- 10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The Parties hereby sign this Integrity Pact at _____ on _____ .

BUYER

BIDDER

Name of the Office.
Designation
Deptt./MINISTRY/PUS

CHIEF EXECUTIVE OFFICER

Witness

Witness

1. _____

1. _____

2. _____

2. _____

COMMERCIAL AND ADDITIONAL CONDITIONS

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 and testing of sub-station equipment's.

1.2 LOCATION:- The Supply, Installation, Testing and Commissioning (SITC) of 2 no. 1000KVA, 11KV/415V , 3 phase IS:1180, Level-2, BEE rating Star -1 oil cooled transformers at Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032.

1.3 The work shall be executed as per CPWD General Specifications for Electrical Works Part – I (Internal), Part-II (External), Part-IV (Sub-Station- 2013), as per relevant IS specifications as amended upto date and as per directions of Engineer-in-charge. These additional specifications are to be read in conjunction of with above and in case of variation, specifications given in this Additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications & 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 familiarizes 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 contracts:- The work awarded by this specification shall be treated as an indivisible works contract.

2.2 MODE OF SUBMISSION OF TENDER:-

2.2.1 The tender is in two bid system. [Bid-I: Pre-qualification of agencies as per eligibility criteria (Technical bid) & Bid-II: Price bid]

2.2.2 Tender document (Price bid) of the eligible agencies only who are prequalified by the competent authority (Technically qualified) will be downloaded from website.

2.2.3 The date of opening of the price bids will be notified to all eligible tenderers in advance. The price bid to be submitted by the tenderers complete with the following:

Complete tender documents as downloaded from website including the schedule of work duly signed in token of acceptance of all terms and conditions. Complete technical particulars of all equipment & materials as per list attached. Prices should be indicated / filled only in "price Bid" and uploaded.

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

2.2.5 The bid of eligibility document (Technical bid) shall be opened first on the due date and time, in the presence of tenderers or their authorized representatives.

2.2.6 Scrutiny/ evaluation of the eligibility document shall be done by the department and thereafter will be intimated to all eligible bidders on the date and time of opening of Price bid through online.

2.2.7 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 their 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, their bid will be rejected without making any reference.

2.2.8 A tenderer will not be allowed to withdraw or modify any condition at a time and the decision to open the price bid has been taken by the department unless revised bid is allowed due to major changes made during negotiations.

2.2.9 The price bid will be opened in the Building Committee in the presence of the interested representatives of the tenderers who wish to be present.

2.2.10 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.

2.2.11 Completion of period

The completion period indicated in the tender documents (04 months) is for the entire work of planning, designing, supplying, installation, testing, commissioning and handing over of the entire job to the satisfaction of the Divisional Head, Building.

4. **VALIDITY:-** Tenders shall be valid for acceptance for a period of 90 days from the date of opening price bid.

5. **TERMS OF PAYMENT:-**

4.1. 70% after inspection by department concerned officers and dispatch of the stores and receipt of materials in good condition at site.

4.2. 20% on erection.

4.3. Balance 10% will be paid after testing commissioning and taking over by the department.

6. **DRAWING FOR APPROVAL ON AWARD OF THE WORK:-**

5.1 The contractor shall prepare & submit three sets of following drawings and get them approved from the Engineer-in-charge before the start of the work. The approval of drawings, however, does not absolve the contractor not to supply the equipment's /materials as per agreement, if there is any contradiction between the approved drawings and agreement.

(a) Lay out drawings of the equipment's to be installed including control cables and supports/structure for 2 no. 1000KVA Oil Cooled Transformers.

(b) Drawings including section, showing the details of erection of entire equipment's.

(c) Electrical wiring/schematic diagrams of complete installation

(d) Any other drawings relevant to the work.

6. **DRAWINGS/DOCUMENTS TO BE FURNISHED ON COMPLETION OF INSTALLATION: -**

Three sets of the following laminated 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 a hard base for display. In addition, drawings will be given on Compact Disc (CD)/Pendrive: -

(a) Sub-station equipment installation drawings giving complete details of all the equipment, including their foundations.

(b) Line diagram and layout of all electrical control panels giving switchgear ratings and their disposition, cable feeder sizes and their layout.

(c) Control wiring drawings with all control components and sequence of operations to explain the operation of control circuits in LT panel.

(d) Manufacturer's technical catalogues of all equipment's and accessories.

(e) Operation and maintenance manual of all major equipment's, detailing all adjustments, operation and maintenance procedure.

7.1. **SAFETY CODES AND LABOUR REGULATIONS:-**

(i) In respect of all labour employed directly or indirectly on the work for the performance of the contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions, B.I.S. recommendations, factory act, workman's compensation act, CPWD code and instructions issued from time to time. Failure to provide such safety requirements would make the tenderer liable for penalty for Rs. 500/- for each violation. In addition the Engineer-in-charge, shall be at liberty to make arrangements and provide facilities as aforesaid and recover the cost from the contractor.

(ii) The contractor shall provide necessary barriers, warning signals and other safety measures while executing the work of sub-station installation, cables etc. or wherever necessary so as to avoid accident. He shall also indemnify CPCB against claims for compensation arising out of negligence in this respect.

(iii) Please note that CPCB Central Laboratory is maintaining OH&SMS (IS 18001:2007/2012), the personal deputed for work shall abide the required guidelines of safety while working in CPCB.

7.2. WORKS TO BE ARRANGED BY THE DEPARTMENT: -

Unless otherwise specified in the tender documents, the following works shall be arranged by the Department:

(i) Space for accommodating all the equipment's and components involved in the work. However, watch and ward shall be responsibility of the contractor.

(ii) Power supply (single / three phase).

7.3 WORKS TO BE DONE BY THE CONTRACTOR:-

Unless otherwise mentioned in the tender documents, the following works shall be done by the contractor and therefore, their cost shall be deemed to be included in their tendered cost whether specifically indicated in the schedule of work or not.

(i) Foundations for equipment's including vibration isolation spring/pads,

(ii) Making good all damages caused to the structure during installation and restoring the same to their original finish.

(iii) Minor building works necessary for installation of equipment's, foundation, trench for cable, making of opening in walls or in floors and restoring them to their original condition /finish and necessary grouting etc., as required.

(iv) All supports for equipment's, cables etc. as are necessary.

(v) All electrical work and control wiring including loop earthing etc.

(vi) Testing and commissioning of 2no. 1000 KVA Oil Cooled, Stage-2, BEE Star-1 Transformers as per conditions of the contract.

(vii) Painting of all exposed metal surfaces of equipment's and components with appropriate colour.

8. RATES:-

8.1. The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including GST), duties and levies and all charges for packing, forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site including temporary constructional storage, risks, overhead charges, general liabilities/obligations etc.

8.2. The contractor has to carry out routine and preventive maintenance as per manufacturer's standards for a period of 12 months from the date of handing over.

9.0. POWER SUPPLY AND WATER SUPPLY:-

9.1. POWER SUPPLY:-

(i) Unless otherwise specified, 3 phase, 415 volts, 50 Hz power supply shall be provided by the department to the contractor at one point for installation at site. Further extension, if required, shall be done by the contractor.

(ii) The contractor shall not use the power supply for any other purpose other than that for which it is intended for. No major fabrication work shall be done at site. Power shall be used only for welding/cutting works. The power supply shall be disconnected in case of such default and the contractor shall then have to arrange the required power supply at his own.

9.2. WATER SUPPLY:-

Water supply shall be made available to the contractor by the Department free of charge at one point.

10.0. MACHINERY FOR ERECTION:-

All tools and tackles required for unloading/handling of equipment's and materials at site, their assembly, erection, testing and commissioning shall be the responsibility of the contractor.

11.0 COMPLETENESS OF THE TENDER, SUBMISSION OF PROGRAMME, APPROVAL OF DRAWING AND COMMENCEMENT OF WORK: -

(i) Completeness of the tender-

All sundry equipment's, fittings, assemblies, accessories, hardware items, foundation bolts, supports and all other sundry items for proper assembly and installation of the various equipment's 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.

(ii) Submission of programme -

Within fifteen days from the date of receipt of the letter of acceptance, the successful tenderer shall submit his programme for submission of drawings, supply of equipment, installation, testing, commissioning and handing over of the installation to the Engineer-in-charge. This programme shall be framed keeping in view the building progress.

(i) Submission of Drawings-

The contractor shall submit the drawings to the Engineer-in-charge for approval before start of work.

(iv) Commencement of Work-

The contractor shall commence work as soon as the drawings submitted by him are approved.

12.0. DISPATCH OF MATERIALS TO SITE AND THEIR SAFE CUSTODY:-

The contractor shall dispatch materials to site in consultation with the Engineer-in-charge. Suitable lockable storage accommodation, if available shall be made available free of charge temporarily. Watch & ward, however, shall be the responsibility of contractor. Safe custody of all equipment / items supplied by the contractor shall be the responsibility of the contractor till final taking over by the department.

13.0. CO-ORDINATION WITH OTHER AGENCIES:-

The contractor shall co-ordinate with all other agencies involved in the work so that the work of other agencies is not hampered due to delay in his work.

14.0. INDEMNITY:-

The successful tenderer shall at all times indemnify the department, consequent upon 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 of damage incurred or claims arising there from on the department during the period of erection, construction and putting into operation the equipment's 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.

15.0 QUALITY OF MATERIALS AND WORKMANSHIP: -

(i) The components of the installation shall be of such design so as to satisfactorily function under all conditions of operation.

(ii) The entire work of manufacture/ fabrication, assembly and installation shall conform to sound engineering practice. The entire installation shall be such as to cause minimum transmission of noise and vibration to the building structure.

(iii) All equipment's and materials to be used in work shall be manufactured in factories of good repute having excellent track record of quality manufacturing, performance and proper after sales service.

16.0. CARE OF THE BUILDING: -

Care shall be taken by the contractor during execution of the work to avoid damage to the building. He shall be responsible for repairing all such damages and restoring the same to the original finish at his cost. He shall also remove all unwanted and waste materials arising out of the installation from the site of work from time to time.

17.0. INSPECTION AND TESTING: -

LT panel shall be offered for initial inspection at manufacturer's works. The contractor will intimate the date of testing of equipment's 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. Equipment's 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.

Copies of all documents of routine and type test certificates of the equipment, carried out at the manufacturer's premises shall be furnished to the Engineer-in-charge and consignee. After completion of the work in all respects the contractor shall offer the installation for testing and operation.

18.0. SAFETY MEASURES:-

All equipment's shall incorporate suitable safety provisions to ensure safety of the operating personnel as per manufacturer's standard practice.

19.0.. STATUTORY CLEARANCE (S):-

Approval/clearance of the complete installation shall be obtained by the contractor from Local Bodies/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.

20.0. GUARANTEE:-

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

21.0 INTERPRETING SPECIFICATIONS

In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions:

- (a) Schedule of quantities
- (b) Technical specifications
- (c) Drawing (if any)
- (d) General specifications
- (e) Relevant BIS or other international code in case BIS code is not available.

CONDITIONS OF CONTRACT

1. Interpretations

In Construing these conditions, the specifications, the priced schedule of quantities, tender and agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required:-

“Employer” shall mean Central Pollution Control Board And his (their) heirs, legal representatives, assigns and successors.

“ Contractor” shall mean

..... and his (their) heirs, legal representatives, assigns and successors.

“Site” shall mean the site of the contract works as shown bounded on the site plan attached hereto including any buildings and erections thereon and any other land adjoining thereto (inclusively) as aforesaid allotted by the Employer for the Contractor’s use.

“This Contract” shall mean the Articles of Agreement, special conditions, these conditions, the priced schedule of quantities, the specifications, and the appendix and the drawings, additional instructions issued till the receipt of the tender and subsequently correspondence if any till the date of acceptance of tender, and the letter of acceptance of contract.

“Act of Insolvency” shall mean any act of Insolvency as defined by the Presidency town Insolvency Act, or the provincial act or any amending statute.

“Notice in writing” or written notice shall mean a notice typed or printed characters sent (unless delivered) personally or otherwise provide to have been received by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

“Virtual completion” shall mean that building is in the opinion of Employer fit for occupation.

“Words imputing persons” include firms and corporations. Words imputing the singular only also include plural and vice versa where the context so required.

2. Scope of work

The contract in brief covers “Supply, Installation, Testing and Commissioning (SITC) of 2 no. 1000KVA, 11KV/415V , 3 phase IS:1180, Level-2, BEE rating Star -1 oil cooled transformers at Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032. The contractor shall carry out and complete the works in every respect in accordance with this contract and in accordance with the directions and to the satisfaction of the employer. The employer in their absolute discretion from time to time issue further drawings and / or written instructions, details, directions and explanations which are hereafter collectively referred to as the “Employer’s Instructions” in regard to:-

- a) The variation or modification of the design, quality of works or the additions or omission or substitution of any work.
- b) The removal from the site of any materials brought there on by the contractor and the substitution of other materials therefore.
- c) The removal and/or re-execution of any works executed by the contractor.
- d) The dismissal from the works of any persons thereupon.
- e) The opening up for inspection of any work covered up.
- f) The amending and making good of any defects under clause (11)

7. Authorities, Notice and Patents

The contractor shall confirm to the provisions of any acts of the legislature relating, to the works and to the regulations and bye-laws of any authority, and of any water, lighting and other companies and /or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the drawings or specifications that may be necessitated by so confirming give to the Employer written notice, specifying the variation proposed to be made and the reason for making it, and apply for instructions, thereon. In case the contractor shall not within in seven days receive such instruction he shall proceed with the work confirming with the provisions, regulations or bye-laws in question.

The contractor shall arrange to give all notice; required by the said acts, regulations or bye-laws to be given to any authority, and to pay to such authority, or to any public officer all fees that may be properly chargeable in respect of the works, and lodge the receipts with the employer.

The contractor shall identify the Employer against all claims in respect of patent rights and shall defend all actions arising from such claims unless he has informed the employer before any such infringement received their permission to proceed and shall himself pay all royalties license fees, damages, costs and charge of all and every sort that may be legally incurred in respect thereof.

8. Access

The employer, their representative shall at all reasonable times have free access to the work and / or to the workshop factories, or other places where materials are being prepared or construct the contract and also to any other place where

the materials are lying or from which they are being obtained, and the contractor shall give every facility to Employer and their representative necessary for inspections and examinations and tests of the materials and workmanship. Except the representatives of public authorities no person shall be allowed on the works at any time without the written permission of the employer.

If any work is to be done at the place other than the site of works, the contractor shall obtain the written permission of the employer for doing so. The work during the progress / on completion can also be inspected by the employer.

9. Dismissal of workmen

The contractor shall on the request of the employer immediately dismiss from the works any person employer thereon who may, in the opinion of the employer, be unsuitable or incompetent or who may misconduct himself, and such person shall not be again employed or allowed on the work without the permission of Employer.

10. Date of Commencement and completion

The contractor shall be allowed admittance to the site on the "Date of commencement" stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same on or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.

The time being the essence of contract, the contractor will adhere to time and progress chart and will give proportionate progress in proportionate time i.e. 1/8th of work in 1/4th of the time, 3/8th of the work in 1/2 of the time and 3/4th of the work in 3/4th of the time and commensurate with the progress as envisaged in the bar chart based on the analogy had accepted by the employer. In case of failure on the part of the contractor to give proportionate progress in proportionate time then the employer may recover by way of liquidated damages the amount calculated as described in the appendix shall however be refunded in case the individual items and the entire works are completed by the target dates, as decided by the employer, whose decision shall be binding.

11. Assignment

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share interest therein nor shall he take a new partner without the written consent of the employer, and no subletting shall relieve the contractor from the full and entire responsibility of the contractor or from active superintendence of the work during its.

12. Schedule of quantities

The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the method of measurement mentioned in the specifications and shall be considered to be approximate and no liability shall attach to the employer for any error that may be discovered therein.

13. If in the opinion of the employer the work be delayed

- a) By force of nature such as incessant rain, flood, fire and like natural calamities or
- b) Reason of any exceptionally inclement of weather or
- c) By reason of proceeding taken or threatened by or dispute with adjoining or neighboring owners or public authorities or
- d) By the works or delays of other contractor or tradesman engaged by the employer and not referred to in the schedule of quantities and /or specification or
- e) By reason of employer's instructions as per clause No.2 or
- f) By reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or
- g) By consequence of the contractor not having received in due time necessary instructions from the employer for which he shall have specially applied in writing or
- h) From other causes which the employer may certify as beyond the control of the contractor or
- i) In case of strike or lockout the contractor shall give written notice thereof to the employer, but the contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of employer to proceed with the work. The employer shall make a fair and reasonable extension of time for the completion of the contractor work.

14. Damage for non-completion

If the contractor fails to complete the work by the date of completion stated in the appendix or within any extended time under clause 10 thereof and the employer certify in writing that in their opinion the same ought reasonably so to have been completed, the contractor shall pay or allow the employer the sum named in the appendix as "liquidated Damaged" for the period during which the said works shall so remain incomplete and the employer may deduct such damage from any moneys due to the contractor.

15. Failure by Contractor to comply with employer's instructions

If contractor after receipt of written notice from the employer requiring compliance, with such further drawings and / or employer's instructions fails within seven days to persons to execute any such work whatsoever may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the contractor by the employer as a debt or may be deducted by him from any moneys due to the contractor.

16. Certificate and payment

The contractor shall be paid by the employer from time to time by instalments under interim certificates to be issued by the employer to the contractor on account of the works carried when in the opinion of the employer work to the approximate value named in the appendix as value of works for interim certificates (less at the reasonable discretion of the employer) has been executed in accordance with this contract, subject however to a retention of the percentage of such value named in appendix hereto as "Retention percentage of interim certificates". The employer may in their discretion include in the interim certificate such amount as per standard CPWD procedure on account of material delivered upon the site by the contractor for use in the works.

And when the works have been virtually completed and the employer shall have certified in writing that they have been so complete the contractor shall be paid by the employer in accordance with the certificate to be issued by the employer the sum of money named in the appendix as 'Instalment after virtual completion' and the contractor shall be entitled to the payment of the final balance in accordance with the final certificate to be issued in writing by the employer at the expiration of the period referred to as "Defects Liability period" in the appendix hereto from the date of virtual completion or soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen. Provided always that the issue of the employer of any certificate during the progress of the work set or after their completion shall not relieve the contract or from his liability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt. Within the certificate and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the employer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract.

The employer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to their satisfaction.

Payments on interim certificate shall be made within the period named in the appendix "Period of honoring Certificate" after such certificate have been delivered to the employer and vetted by the CPCB.

17. Certificate of Virtual completion

The works shall not be considered as completed until the employer have certified in writing that they have been virtually completed and the defects liability period shall commence from the date of such certificate.

18. Employer delay in progress

The employer may delay the progress of the works without vitiating, the contract and grant such extension of time for the completion of contract as they may think proper and sufficient in consequence of such delay, and the contractor shall not make any claim for compensation of damages in relation thereto.

19. Restriction of work to be carried out

if at any time after commencement of the work, the employer shall for any reason what so ever not require the whole work or part thereof as specified in the tender to be carried out, the contractor shall have no claim to any payment of compensation whatsoever on account of any profit / advantage / on which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out nor shall be have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of work by the contractor and tendered surplus as result of abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided however, that the employer shall have in such cases the option of taking over all or any such materials at their purchase price or at local current rates which ever may be less.

In case of such stores having been issued from employer stores and returned by the contractor to employer stores, credit shall be given to the contractor at rates not exceeding those at which they were originally issued to him after taking in to consideration and deduction for claims on account of any deterioration or damage while in custody of the contractor and in this respect the decision of the employer shall be final.

20. Suspension

If the contractor except on account of any legal restraint upon the employer preventing the continuance of work shall suspend the works or in the opinion of the employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default in respect of clause No.2 the employer shall have the owner to give notice in writing to the contractor requiring that the work be proceeded within reasonable manner and with reasonable dispatch, such notice shall purport to be a notice under this clause. After such notice shall have been given the contractor shall not be at liberty to remove from the site of the work or from any ground contiguous thereto any plant and materials belonging to him which will have been placed there on for the purpose of the works and the employer shall have a lien upon all such plant and materials subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fail for seven days after such notice have been given to proceed with the works as therein prescribed the employer may proceed as provided in clause No.15.

21. Termination of contract by employer

Termination of contractor (being an individual or a firm) commit any "Act of insolvency" or shall be adjudged insolvent, shall make an assignment or composition for the benefit of the greater part in number or amount of his creditors or shall enter into a deed of assignment with his creditors or (being an incorporated company) shall have an order made against him or pass an effective resolution of winding up either compulsorily or subject to the supervision of the court or voluntarily or if the official assignee of the contractor shall repudiate the contractor if the official assignee or the days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract and if required by the employer to give security therefore or if the contractor (whether an individual, firm or incorporated company) shall suffer execution to be issued, or if the contractor shall suffer any payment contractor shall assign or sublet the contract, without the consent in writing of the Employer first obtained, or any payments due or which may become due to the contractor there under, of if the employer shall certify in writing that in their opinion the contractor;

- I. Has abandoned the contract.
 - II. Has failed to commence the work, or has without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving from the employer written notice to proceed, or
 - III. Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
 - IV. Has failed to remove materials from the site or to pull down and replace works within seven days after receiving from the employer written notice that the said materials or work were condemned and rejected by the employer under these conditions, or
 - V. Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor to observe perform the same, or
- Any other decision, opinion, direction, certificate or valuation of the employer to give any of the same shall be subject to the right of Arbitration and review in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the employer.

22. Deposit

The amount deposited by the contractor along with his tender shall be retained with the employer and it shall be returned to the contractor on the virtual completion of the works. In case of default in any of the foregoing conditions the deposit amount shall be forfeited the employer.

19. The contractor undertakes to ensure due and complete compliance with all laws, regulations, rules etc. whether of the central government or the state government or of any other competent authority applicable to the workmen employed or whose services, are otherwise availed of by the contractor whether in connection with the construction work at the site or otherwise. The employer shall have the right to inspect the records maintained by the contractor concerning such workmen from time to time and contractor shall whenever required by the employer produce such records as the employer's may call upon the contractor produce for the employer inspection in order to ascertain whether or not the requirement of all such laws, regulations, rules etc., have been complied by the contractor. In the event of any contravention of such laws, regulations, rules etc., coming to light as a result of such inspection or otherwise the employer shall have the right to require the contractor effect such.

20. The employer shall not be responsible if any accident or death is caused during the execution of work, the contractor shall be responsible to pay the compensations.

Settlement of Dispute and Arbitration

- I. All disputes and differences arising out of or in connection with the contract and works of any nature assigned under the same (whether during the progress of the works or after their completion), determination, abandonment or breach of the contract shall be referred to a team of three men arbitrator appointed by the Chairman, CPCB. The arbitrators shall elect an umpire among them. In case of conflicting findings by the arbitrators, the decision of the umpire shall be final and binding. It will not be an objection to any such appointment that the arbitrators are the government servants and had any interest in the board or the contract entered into directly or indirectly. In all cases, the arbitrators shall state their decision in writing and if amount of claims in dispute is Rs.50,000/- and above, the arbitrators shall give reasons for award.
Subject as aforesaid the provisions of the arbitrations cancellation act or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- II. It is a term of the contract that the party involving the arbitration shall specify the dispute or dispute to be referred to the arbitrator under this clause together with the amount or amounts claimed in respect of each such dispute.
- III. It is also a term of the contract that if the contractor's do not make any demand for arbitration in respect of any claims in writing within 90 days of receiving the intimation from the CPCB that final bill is ready for payment, the claim of the contractor's will be deemed to have been waived and absolutely barred and the board will be discharged and released of all liabilities under the contract in respect of these claims.
- IV. The decision of the employer regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work which may be decided will be final and would not be open to arbitration. Provided always that no compensation shall be payable for any loss in always that no compensation shall be payable for any loss in consequence of hostilities or war-like operation (a) unless the contractor had taken all such precautions against Air raid as are deemed necessary by A.R.P officers or the Engineers In Charge, (b) for any materials etc., not on the site of work or for any tools and plant, machinery, scaffolding temporary buildings and other things not intended for the work.
In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the employer compliance within such time as the employer may prescribe in that behalf and in the event of the contractor failing to effect such compliance within the time prescribed by the employer then the employer shall without prejudice to his other rights be entitled to withhold from the amount payable to the contractor any amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The employer shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to their employer under the contract as a result of termination.

CPCB

CONTRACTOR/BIDDER

Witnesses

- 1.
- 2.

APENDIX

1.	Date of Commencement	10 th day from the date of issue of letter of award.
2.	Date of completion	04 months from the date of commencement.
3.	Insurance	As directed.
4.	Liquidated damages	1% of the contract value per week subject to a maximum of 10% of the contract value.
5.	Period of final measurements	Within 01 months from the date of completion.
6.	Value of work for Interim Certificate	<p>70% after inspection by department concerned officers and dispatch of the stores and receipt of materials in good condition at site.</p> <p>20% on erection.</p> <p>Balance 10% will be released after defect liability period of one year or against bank guarantee/FDR of same amount in favour of CPCB valid for defect liability period</p>
7.	Security deposit	<p>10% of the contract amount</p> <p>The security deposit will be collected by deductions from the bills of the contractor at the rate of 10% or contractor may deposit the Bank guarantee/FDR for the same amount in favour of CPCB valid for defect liability period.</p>
8.	Defects liability period	One year

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published for the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix. Upon the successful and timely submission of bids (i.e after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- x. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or D. Gouda, Div. Head, Building Div. upto 12.00 hrs 18.03.2019 on 011-43102420 or dinabandhu.cpcb@nic.in.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
