



Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY
G T Road By Pass, Jalandhar-144011, Punjab (India)
EPABX-0181-2690301 & 453 website: www.niti.ac.in email: registrar@niti.ac.in

Name of work:

**Providing a new Earthing System at
Dr. B. R. Ambedkar National Institute of Technology,
Jalandhar**

Part-A



Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY

G T Road By Pass, Jalandhar-144011, Punjab (India)

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

The Registrar, Dr. B R Ambedkar National Institute of Technology, Jalandhar invites online, Item Rate Bids from CPWD approved and eligible contractors only for following work:

Sl. No.	NIT No.	Name of Work and Location	Estimated Cost Put to Tender	Earnest Money	Time/ Period of completion	Downloading & Submission of Online e-tender/bids	Last date & time of submission of bid. EMD and other documents	Date and Time of opening of tender
1	NITJ/EO/Works/e-tender No/49/22	"Providing a new Earthing System at Dr. B R Ambedkar National Institute of Technology, Jalandhar"	Rs. 13,99,622/-	Rs27,992/-	01 Months	28.09.2022	19.10.2022 up to 3:00 PM	20.10.2022 up to 3:00 PM

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of plans, specifications, 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.nitj.ac.in or CPP Portal free of cost.
4. The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft towards EMD in favour of Security A/c, Dr. B. R. Ambedkar National Institute of Technology, Jalandhar and other documents as specified.
5. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
6. The intending bidder must have valid class-III digital signature to submit the bid.



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7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Contractor can upload documents in the form of PDF format.
9. Integrity Pact of the bid document (Page No.68 to 74) shall be signed between Registrar and the successful bidder after acceptance of bid.
10. It is mandatory to upload scanned copies of all the documents listed below including registration /GST registration/PAN Card as stipulated in the bid document. If such document is not uploaded his bid will become invalid.
11. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest contractor the bid shall become invalid.

List of Documents to be scanned and uploaded upto date and time mentioned above:

1. Demand Draft/ Pay order or Banker`s Cheque/ Deposit at Call Receipt/ FDR/Bank Guarantee of any Scheduled Bank against EMD.
2. Copy of Registration for GST.
3. Copy of Enlistment order of the contractor.
4. Copy of PAN Card.
5. Copy of EPFO, ESIC Registration.
6. Copy of original EMD

Note: No other documents like proof of applying and any modification etc., relates to above mentioned in list, will be entrain. The bidder should upload only point to point documents as mentioned in the list.



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The Registrar, Dr. B R Ambedkar National Institute of Technology, Jalandhar invites online, Item Rate Bids from CPWD approved and eligible contractors for following work **Providing a new Earthing System at Dr. B R Ambedkar National Institute of Technology, Jalandhar**. The enlistment of the contractors should be valid on the last date of submission of bids. 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 bids.

1. The work is estimated to cost **Rs.13,99,622/-**. This estimate, however, is given merely as a rough guide.
2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD-8 (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website www.nitj.ac.in. Bidders 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 **01 Months** from the date of start as defined in schedule „F“ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. (i) The site for the work is available.
(ii) The drawing shall be made available in phased manner as per requirement of the same as per approved programme of completion submitted by the contractor after award of the work.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from website **CPP Portal** or www.nitj.ac.in of cost.
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
8. Earnest Money in the form of Demand Draft (**drawn in favour of Security A/c, Dr. B R Ambedkar National Institute of Technology, Jalandhar**) shall be scanned and uploaded to the e-tendering website within the period of bid submission. **The original EMD should be deposited in the office of Dr.B R Ambedkar NIT, Jalandhar within the period of bid submission.**

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

Online bid documents submitted by intending bidders shall be opened only of those bidders, **whose EMD Deposited with NIT, Jalandhar office** and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at

9. The bid submitted shall become invalid if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not deposit original EMD with the office of **NIT, Jalandhar**
 - (iii) Does not uploaded all the documents (including **GST registration/ PAN Card**) as stipulated in the bid document.



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- (iv) ***If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority.***
- (v) ***If a tenderer quotes nil rates against each item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.***
10. The contractor whose bid is accepted will be required to furnish **performance guarantee of 5 % (Five Percent)** of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 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. The earnest money deposited alongwith bid shall be returned after receiving the aforesaid performance guarantee. **The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) within the period specified in Schedule „F“.**
11. Intending bidders 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 upon 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, Conditions imposed by [NIT, Jalandhar](#) authorities and other factors having a bearing on the execution of the work.
12. The competent authority on behalf of the Director NIT Jalandhar 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.
13. 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.
14. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
15. The contractor shall not be permitted to tender for works in the NIT, Jalandhar whose blood relation is serving in NIT Jalandhar



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16. 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 anytime 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.
17. **The bid for the works shall remain open for acceptance for a period of Forty Five (45) days from the date of opening of bid.** If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
18. This notice inviting bid shall form a part of the contract document. The successful bidder/specialized agency, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign contract consisting of:
- The Notice Inviting bid, all the documents including Special Conditions, General Specifications/ Particular Specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - Standard C.P.W.D. Form 8 is applicable.

19. For Bids

19.1.1 The bid document will include following four components:

Part A CPWD-6, CPWD Form-8 including Schedule A to F for the work, Standard General Conditions of Contract for CPWD 2014 as amended/ modified up to date.

Part B: General/ specific conditions, specifications, Schedule of Quantities applicable to the work

Part C: Schedule A to F, General/specific conditions and specifications, Schedule of Quantities applicable to the work

20.1.2 Entire work under the scope of tender shall be executed under one agreement.

20.1.3 Security Deposit will be worked out for the estimated cost of the work.

20.1.4 No Running payment shall be made by Registrar to the contractor.

20.1.4 A. **The work shall be treated as complete when all the components of the work are complete. The completion certificate of the work shall be recorded by Registrar after record of completion certificate of all other components.**

20.1.5 Final bill of whole work shall be finalized and paid by the Registrar.

20.1.6 It will be obligatory on the part of the tenderer to sign the tender documents before the payment is released.

**Registrar,
Dr. B R Ambedkar National Institute of Technology
Jalandhar**



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PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

- (A) Tender for the work of: **Providing a new Earthing System at Dr. B R Ambedkar National Institute of Technology, Jalandhar**
- i) to be submitted online by 19.10.2022 at 3:00 PM through website **CPP Portal** to [Registrar, Dr. B R Ambedkar National Institute of Technology, Jalandhar.](#)
- ii) to be opened through online in presence of tenderers who may be present at 20.10.2022 at 3:00 PM in the office of [Purchase Section, Dr. B R Ambedkar National Institute of Technology, Jalandhar.](#)
- iii) Agency: (contractor)
- iv) Designation: [Registrar, Dr. B R Ambedkar National Institute of Technology, Jalandhar.](#)

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 and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the [Registrar, Dr. B R Ambedkar National Institute of Technology, Jalandhar](#) within the time specified in Schedule „F“, viz. Schedule of Quantities and in accordance in all respects with the Specifications/ Special conditions, Designs, Drawings and instructions in writing as referred to in this tender document and with such materials as are provided for, by and in respects in accordance with, such conditions so far as applicable.



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We agree to keep the tender open for **(45) Forty Five days** from the date of opening of technical bid and not to make any modifications in its terms and conditions.

A sum of **Rs. 27,922/-** is hereby forwarded demand draft of a scheduled bank as earnest money.

A copy of earnest money in demand draft of a scheduled bank is scanned and uploaded. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Director NIT Jalandhar 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 Director NIT Jalandhar or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of earnest money or both 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 from the tendering in **NIT, Jalandhar** in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Registrar shall be free to forfeit the entire amount of Earnest Money.

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 may authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated: Signature of Contractor

Witness: - Postal Address: -

Address: -

Occupation: -

Telephone No.

Fax:-

E-Mail:-

ACCEPTANCE

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

The letters referred to below shall form part of this contract agreement.

For & on behalf of the President of India.

- i)
- ii)
- iii)

Signature



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Dated: -

Registrar

XXX

To be filled in by the Executive Engineer

XX

To be filled in by the contractor



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SCHEDULES (A to F)

SCHEDULE „A“

Schedule of quantities - **Schedule of Quantities (Electrical Work)**

SCHEDULE „B“

Schedule of materials to be issued to the contractor

S.No.	Description of item.	Quantity.	Rate in figures & words at which the material will be charged to the contractor	Place of issue
(1)	(2)	(3)	(4)	(5)
			NIL	

SCHEDULE „C“

Tools and plants to be hired to the contractor

S.NO.	DESCRIPTION.	HIRE CHARGES
PLACE OF ISSUE		PER DAY
		NIL

SCHEDULE „D“

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

1. Special Conditions -
2. Particular Specifications. -

SCHEDULE „E“

Reference to General Conditions
of Contract :

General Conditions of contract 2014
works amended up to date of
submission of bid.

- 1.1** Name of Work: **Providing a new Earthing System at Dr. B R Ambedkar National Institute of Technology, Jalandhar**
- 1.2** Estimated Cost of work: **Rs.13,99,622/-**
- 1.3** Earnest Money: **Rs. 27,992/- (To be returned after receiving performance Guarantee)**
- 1.4** Performance Guarantee: 5.00% of tendered value
- 1.5** Security Deposit: 2% of tendered value



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SCHEDULE „F“:

General Rules & Directions:

Officer Inviting Tender

**Registrar,
Dr. B R Ambedkar National Institute of Technology,
Jalandhar.**

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

Refer Clause-12

Definitions:

2(v) Registrar

Dr. B R Ambedkar NIT, Jalandhar

2(viii) Accepting Authority

Registrar, NIT, Jalandhar

2(x) Percentage on cost of materials and labour to cover all overheads and profits

15%

2(xi) Standard Schedule of Rates

Delhi Schedule of Rates 2019 with upto date correction slips

2(xii) Department

Dr. B R Ambedkar NIT, Jalandhar

9(ii) Standard NIT, Jalandhar Contract Form

GCC 2019, Form 8 as amended upto the date of submission of bid.

Clause-1:

i Time allowed for submission of Performance Guarantee Programme Chart (Time & Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance.

10 days

ii Maximum allowable extension with late fee @0.1% per day of the performance guarantee amount beyond the period provided in (i) above

1 to 5 days

Clause-2:

Authority for fixing compensation under Clause 2

Director, NIT, Jalandhar

Clause – 2A:

Whether clause-2A shall be

Not applicable

Clause-5:

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

15days

Mile Stone

Refer Table of Milestones at **Sheet No. 15**



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Time allowed for execution of work

01 Months.

Authority to decide

i. Extension of time
for completion of work.

Registrar, Dr. B R Ambedkar National Institute of
Technology, Jalandhar.

ii. Re-scheduling of Mile stone

Dean PD, Dr. B R Ambedkar National Institute of
Technology, Jalandhar.

iii Shifting of date of start in case of
delay in handing over of site.

Dean-PD, NIT Jalandhar

Clause-6, 6A:

Clause applicable- (6 or 6A):

Clause-6A (Computerized Measurement to be
submitted by agency)

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

Clause-7A: (No Running Account Bill shall be paid for
the work till the applicable labour licenses,
registration with EPFO, ESIC and BOCW
Welfare Board, whatever applicable are
submitted by the contractor to the
Registrar.)

Yes, applicable

Clause-10A:

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

Not applicable

Clause-10-B (ii).

Whether clause 10-B (ii) shall be
applicable

Not applicable

Clause-10C:-

(i) Component of labour expressed
as percent of total value of work for

Not applicable



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Clause-10 CC:

Not Applicable

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

Component of civil construction materials (except materials covered under clause 10CA) expressed as percent of total value of work.

Not Applicable

Component of labour expressed as percent of total value of work.

Not Applicable

Component of P.O.L. expressed as percent of total value of work.

Nil

Clause-11: Specifications to be followed for execution of work

C.P.W.D. Specifications for electrical works correction slips issued upto last date of submission of bid.

Clause-12: Type of Work:

Maintenance work.

12.2 & 12.3 Deviation limit beyond which clause 12.2 & 12.3 shall apply for electrical works.

100%

12.5 (i) Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation works

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- Clause-16:** Competent Authority for deciding reduced rates. **Director, NIT, Jalandhar**
List of mandatory machinery tools & Plants to be deployed by the Contractor at site
Refer **Sheet No. 62-64**
- Clause -17:** Contractor Liable for Damages, defects during defect liability Period
six months
- Clause-19:** The ESI and EPF contribution on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Registrar to the contractor on actual basis. **The applicable and eligible amount of EPF &ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order. The contractor shall also comply with provisions of the inter-state migrant workmen (Regulation of Employment and conditions of service Act, 1979).** **Applicable**



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Clause-25:

Constitution of Dispute Redressal Committee (DRC)	Competent Authority to appoint DRC.
DRC shall constitute on Chairman and Two members	Director NIT Jalandhar

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 Experience	Number	Rate at which recovery shall be made from contractor in the event of non deployment.	
						Figures	Words
1.	Graduate Engineer or Diploma Engineer	Electrical	Principal Technical Representative (Project Planning/ Site/ Billing Engineer)	2Years or 5Years	1 No.	Rs. 15,000/- Per month	Rs. Fifteen thousand only per month per person

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



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Name of work: Providing a new Earthing System at Dr. B R Ambedkar National Institute of Technology, Jalandhar

PART B



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**Form of Earnest Money Deposit
Bank Guarantee Bond**

WHEREAS, contractor.....(Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we registered office at (hereinafter called "the Bank") are bound unto **Director,Dr. B R Ambedkar National institute of Technology, Jalandhar** in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said **Director,Dr. B R Ambedkar National institute of Technology JALANDHAR** the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of 20 THE CONDITIONS of this obligation are:

(1) If after Technical Bid opening of tender; the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;

(2) If the contractor having been notified of the acceptance of his tender by the **Director,Dr. B R Ambedkar National institute of Technology JALANDHAR**(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;

OR

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

OR

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

OR

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

We undertake to pay to the **Director,Dr. B R Ambedkar National institute of Technology JALANDHAR** either up to the above amount or part thereof upon receipt of his first written demand, without **Registrar,Dr. B R Ambedkar National institute of Technology JALANDHAR** having to substantiate his demand, provided that in his demand the **Director,Dr. B R Ambedkar National institute of Technology JALANDHAR** will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

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

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE, NAME AND ADDRESS)

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



Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY

G T Road By Pass, Jalandhar-144011, Punjab (India)

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FORM OF PERFORMANCE SECURITY

BANK GUARANTEE BOND

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 a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We _____ (hereinafter referred to as "the Bank) hereby undertake to
(Indicate the name of the bank)
pay to the Government an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Government.
2. We _____ do hereby undertake to pay the amounts due and payable
(indicate the name of the bank)
under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We, the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We _____ further agree that the guarantee herein contained shall
(Indicate the name of the Bank)
remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Registrar on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
5. We _____ further agree with the Government that the government
(Indicate name of the bank)
shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We _____ lastly undertake not to revoke this guarantee except
(indicate the name of Bank)
with the previous consent of the Government in writing.



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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 Bank)



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GUIDELINES REGARDING SIGNING OF INTEGRITY PACT BY THE BIDDER AT THE TIME OF SUBMISSION OF BID (Vide No. DG/CON/255A dated 10.08.2011)

Sub: Clarification regarding Introduction of Integrity Pact introduced vide OM No. CON 255 dated 23.05.2011

A new provision of Integrity Pact (IP) was introduced in GCC-2010 vide OM No. CON/255 dt. 23.05.2011. In the OM it is mentioned that at the time of submission of bid, it shall be mandatory to sign the pact by the bidder failing which the bidder will stand disqualified from the tendering process and such bid would be summarily rejected.

Some field Units have raised their doubts regarding submission of duly signed Integrity Pact by the bidder at the time of submission of bid. In this regard it is clarified that:

1. Submission of duly signed Integrity Pact by the bidder is applicable in case of manual tendering where e-tendering is not followed.
2. In case of manual tendering Executive Engineer should sign the first page addressed to the intending bidder at the time of issue of tender form and before submission of the bid, each bidder shall sign IP at respective places and submit the bid. If duly signed IP is not submitted by the bidder, such bid shall not be considered.
3. In case of e-tendering, Integrity Pact shall be treated in the same manner as other components of the bid document. In e-tendering, the intending bidder does not sign any document physically and entire bid document is submitted through digital signature. Since IP is a part of bid document no separate physical submission is required with other documents to be submitted in the office of tender opening authority. In addition to other component of bid document, the Integrity Pact along shall also be signed between Executive Engineer and successful bidder after acceptance of bid.



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INTEGRITY PACT

To,

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

Sub: NIT No. for the work

Dear Sir,

It is here by declared that [NIT, Jalandhar](#) 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 [NIT, Jalandhar](#).

Yours faithfully

Registrar



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INTEGRITY PACT

To,

Registrar,

.....,
.....

Sub: Submission of Tender for the work of

Dear Sir,

I/We acknowledge that [NIT, Jalandhar](#) 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 [NIT, JALANDHAR](#). 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, [NIT, Jalandhar](#) 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)



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

INTEGRITY AGREEMENT

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

BETWEEN

..... represented through Registrar, Dr. B R Ambedkar National institute of Technology, Jalandhar (Hereinafter referred as the „Principal/ Owner“, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

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

through(Hereinafter 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 1: Commitment of the Principal/Owner

- 1) The Principal/ Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - i. 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.
 - ii. 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.
 - iii. The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/ Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/ Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.



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

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



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- 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.**
- b. **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.
 - c. **Criminal Liability:** If the Principal/ Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, [NIT, Jalandhar](#).

Article 7- Other Provisions

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



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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 :



SPECIAL TERMS & CONDITIONS FOR INTERNAL /EXTERNAL ELECTRICAL INSTALLATIONS

1. For execution of work the main contractor should have valid contractor license issued by appropriate authority under IE rules or should associate firm with such license for which approval of the associate firm should be taken from Engineer in charge.
No change in associate contractor will be allowed, without prior approval of the competent authority.
In case, the performance of such associate contractors is not found satisfactory, the Engineer-in-charge with the approval of Superintending Engineer (E) can ask for replacement by another suitable contractor as per eligibility criteria mentioned above. In such case the main tenderer will submit all the details of new contractor to be associated.
2. **CONFIRMATION TO SPECIFICATIONS**
The work shall be carried out as per CPWD Specification for Electrical Works Part-I Internal Works 2013, Part-II External Work 1995, as amended upto date and as per Additional specification and condition. The installation shall comply with the requirement of India Electricity Rules 1956 as amended upto date.
3. **WORK TO BE DONE BY THE CONTRACTOR**
 - a) The tenderer are advised to visit the site to access the requirement of the site and probable difficulties in execution of the work, before tendering.
 - b) Unless otherwise mentioned in the tender document, the following works shall be done by the contractor, and therefore their cost shall be deemed to be included in their tendered cost.
 - c) Cutting and making good all the damages caused during installation and restoring the same to their original finish.
 - d) Sealing of all floor opening provided by them for pipes and cable, from fire safety point of view, after laying of the same.
 - e) Painting at site of all exposed metal surface of the installation others than pre-painted items and erection, shall however be rectified to the satisfaction of the Engineer in-charge.
 - f) Temporary shed and storage space required for the storage with locking arrangement and their watch and ward of the materials and complete installation till completion of the work.
 - g) Testing and commissioning of complete installation.
4. All the conduits drops on the wall shall be embedded, to the extent feasible.
5. All the dismantled materials shall be stored at a place by the contractor and then hand over to the JE (E) in-charge at his store.
6. No T&P shall be issued by the department.
7. No claim for the idle labour shall be entertained by the department.
8. The debris/malba due to electrical work shall be removed and sites shall be cleared by the contractor as soon as work is over for the day. Any damages to civil work due to execution of electrical work shall have to be made good by the electrical contractor without any extra cost
9. The work shall be carried out as per CPWD specifications for electrical (Part-I & II) 2013 and amended up to date and E.I. rules in force.
10. Any damage caused to the building during the execution of work shall be the responsibility of the Electrical Contractor. The damage so caused shall be made good to the satisfaction of the Engineer-In-Charge.
11. All the materials to be used on the work shall be got approved by the Engineer-In-Charge before use. All the material shall be used ISI marked unless otherwise as specified. The rejected materials should be removed from the site immediately failing which Engineer-In-Charge will get it removed at the cost and risk of the contractor.
12. The watch and ward of the installation is the responsibility of the contractor till the work is completed and handed over. The contractor will have to make their own arrangement for stores.
13. Bad workmanship in the opinion of Engineer-In-Charge shall not be accepted and shall be rectified at contractor's cost to the entire satisfaction of Engineer-In-Charge.
14. Any dismantling of wiring and electrical installations, required during execution of work shall be within the scope of the works and nothing extra shall be paid on this account.
15. The connection of main switches, earthing conductor and interconnections cables shall be made by adequate rated thimbles of approved standard and makes.



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16. The work is to be carried out in building having very strict regulations. The persons engaged on works must have good character antecedents. The contractor should familiarize himself with the process of obtaining entry passes/ entry tokens. No claim for wastage of labour due to non-issuance of entry token/ entry passes shall be considered by the Department.
17. Wages due to every worker shall be paid to him direct by contractor through bank or ECS or online transfer to his bank account.
18. The dismantled material if (items for which credits are taken) shall be the property of contractor and shall be removed by him from the site.
19. The department shall not be responsible for any dispute between contractor and his staff deployed for work.
20. The material shall be got approved by Engineer-In-Charge before use at site of work.
21. The work shall be completed within **01 Months** after the date of award of work.
22. The Engineer-in-charge may ask to submit the Bills/Delivery challans/ test reports etc. by the contractor.



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Schedule of Quantities

Name of work: Providing a new Earthing System at Dr. B R Ambedkar National Institute of Technology, Jalandhar

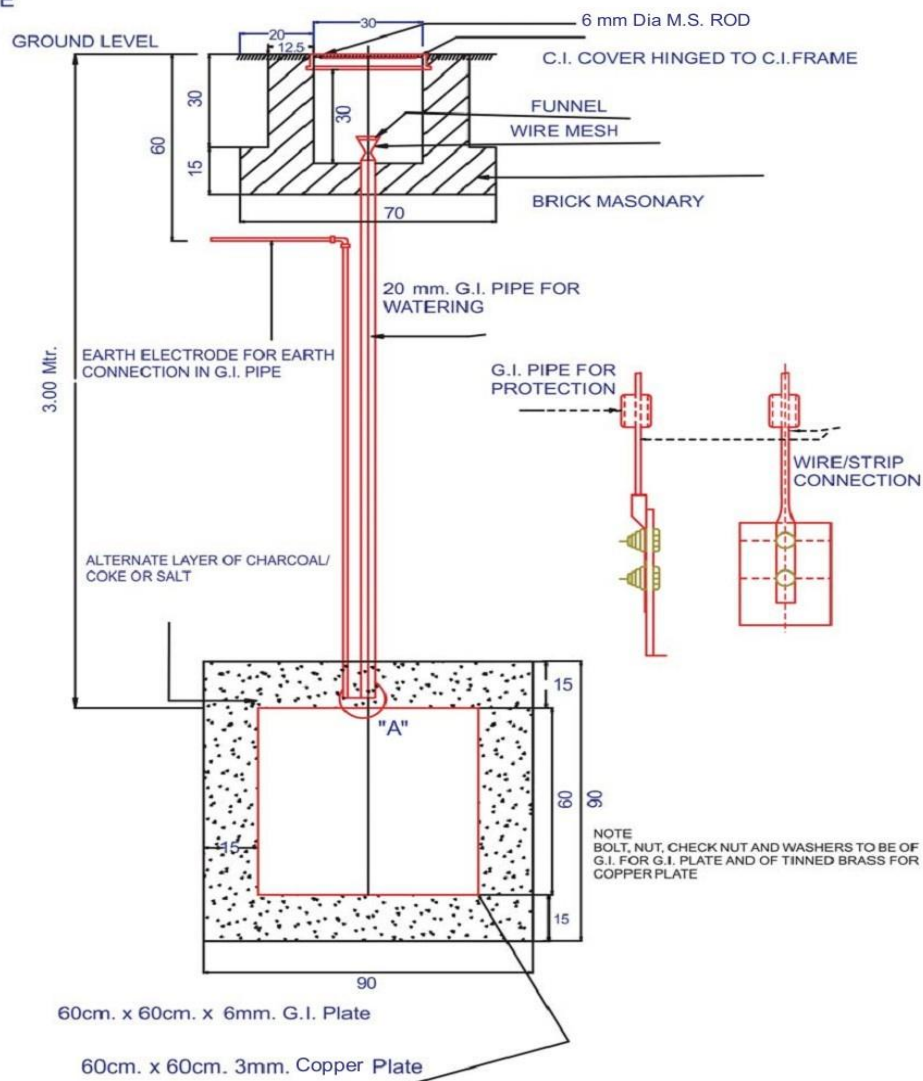
Sr. No.	Item	Qty.	Unit	Rate	Amount
1	Earthing with G.I. earth pipe 4.5 Metre long, 40 mm dia including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal coke and salt as required and complete the work in all respect as per the CPWD General Specification for electrical Works 2013 (Sketch attached)	184	Nos.	5308	976672
2	Supplying and laying 6 SWG G.I. wire at 0.50 meter below ground level for conductor earth electrode including connection/termination with GI thimble etc. as required and complete the work in all respect as per the CPWD General Specification for electrical Works 2013	75	Mtr.	44	3300
3	Providing and laying earth connection from earth electrode with 6 SWG GI wire in dia 15 mm pipe from earth electrode including connection with GI thimble excavation and refilling as required and complete the work in all respect as per the CPWD General Specification for electrical Works 2013	552	Mtr.	188	103776
4	Earthing with G.I. earth plate 600mm x 600mm x 6mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 m long etc. with charcoal/coke and salt as required and complete the work in all respect as per the CPWD General Specification for electrical Works 2013 (Sketch attached)	25	Nos.	6216	155400
5	Providing and fixing 25mm X 5mm strip in 40mm Dia pipe from earth electrode including connection with GI nut, bolt, spring, washer excavation and refilling etc. as required and complete the work in all respect as per the CPWD General Specification for electrical Works 2013	75	Mtr.	483	36225
6	Providing and fixing 25mm X 5mm GI strip on surface or in recess for connection etc. as required and complete the work in all respect as per the CPWD General Specification for electrical Works 2013	100	Mtr.	206	20600
7	Providing and fixing of 6 SWG dia GI wire on surface or in recess for loop earthing along with existing surface/recessed conduit/sub main wiring/cable as required and complete the work in all respect as per the CPWD General Specification for electrical Works 2013	1000	Mtr.	37	37000
				Total	1332973
				Contingency @ 5 %	66648.65
				Grand Total	1399622



Fig. 12 (Revised)
Method of Plate Earthing

[Clause 8.4.1.1(ii)]

NOT TO SCALE



ALL DIMENSIONS ARE IN CM. (OTHER DIMENSIONS SHOWN)

CPWD

