



**CENTRAL WATER COMMISSION,
MIDDLE GANGA DIVISION-1,
LUCKNOW**

TENDER DOCUMENT

For the work of

Providing of 01 no. Country Boat (Wooden Boat) – 22 ' long, along with Helper and 06 nos. skilled labours on River Rapti for taking X – Sections – 53 nos. at 10 kms. apart under Sub Division Gorakhpur - Gonda.

Tender No: NIT - 11/2010-11/MGD-1-Lko.-HQ-2/GKP-GONDA/
632-37 Dt.09-02-2011

PRICE OF TENDER DOCUMENT: Rs. 500/- only

TENDER DOCUMENT

Tender No: NIT- 11/2010 - 11/MGD-1-Lko.-HQ-2/ GORAKHPUR - GONDA

For the work of
Providing of 01 no. country boat (wooden boat) – 22 ' long, along with helper and 06 nos.
skilled labours on river Sharda for taking X – sections – 53 nos. at 10 kms. Apart
Under Sub Division Gorakhpur - Gonda.

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Executive Engineer
Middle Ganga Division - I
Central Water Commission
Jal tarang Bhawan,
Pratap Bagh, Aliganj,
Lucknow - 226024



Tender No: NIT- 11/2010-11/MGD-1-Lko.- HQ-2/ Gorakhpur-Gonda/ 632-37

**Government of India
Central Water Commission
Middle Ganga Division No.I**

Phone: 0522)2322181
FAX: 0522)2325028
Email: mgdlko2005 yahoo.com

Jaltarang Bhawan, Pratapbagh,
Aliganj, Lucknow-226024
Dated: 09-02-2011

NOTICE INVITING TENDER

The Executive Engineer, Middle Ganga Division-1, Central Water Commission, Aliganj, Lucknow-226024 invites on behalf of the President of India, sealed item rate tender from approved and eligible contractors of CPWD, Railways, MES, P&T (Civil) and State PWD/Govt. undertakings/Local Bodies for the under mentioned work up to 1500 Hrs. of 17-02-2011. The Tender shall be opened on the same day at 15.30 hours. Interested Tenderers may participate in the tender opening at 15.30 hours.

- | |
|--|
| <p>1. Name of work : Providing of 01 no. country boat (wooden boat) - 22' long, along with helper and 06 nos. skilled labours on river Rapti for taking X- sections – 53nos. at 10 kms.Apart under Sub Div.Gkp-Gonda</p> <p>2. Estimated Cost : Rs.2,70,000 /- (Rupees Two Lacs Seventy Thousand Only)</p> <p>3. Earnest Money : Rs.5,400/- (Rupees Five Thousand Four Hundred Only)</p> <p>4. Security Deposit : 5% of tendered and accepted value of work.</p> <p>5. Performance Guarantee : 5% of tendered and accepted value of work.</p> <p>6. Cost of Tender Document : Rs 500/-</p> |
|--|

Applications for issue of forms shall be received by 15-02-2011(1600 hrs.) and tender document shall be issued by 15-02-2011 (1600 hrs.)

While applying for the tender documents, the tenderer shall have to furnish:

1. An affidavit as under :-

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in CWC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in- Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

2. Permanent Account Number should be quoted in the application.

The tender in double sealed cover accompanied with Earnest Money must be submitted not later than 1500 Hrs on 17-02-2011 into specified tender box placed at the office of EE, MGD-1, CWC, LUCKNOW. The tenders will be opened on the same day at 1530 Hrs in the presence of the tenderers or their authorized representatives, if any.

3. Tenders will be issued to eligible contractors provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude

Blank tender document can also be downloaded from our website www.cwc.nic.in in this case, the tenders should be accompanied with the documents:

- a) The cost of blank tender document in the form of Bank draft of Rs 500/- in the name of EE, MGD-1, CWC, LUCKNOW payable at State Bank of India, Chowk Branch, Lucknow
- b) application having quoted rates by downloading from website along with the proof of work experience, PAN and Affidavit as mentioned above.

THE EXECUTIVE ENGINEER, MGD-I, CWC, LUCKNOW RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS OR ALLOT PART OF THE WORKS TO DIFFERENT AGENCIES WITHOUT ASSIGNING ANY REASON THEREOF.

EE, MGD-I, CWC, LUCKNOW

Copy for information / insertion in CWC web site / display on Notice board to :-

- 1) The Director, SMD, Central Water Commission, 628 Sewa Bhawan, RK Puram, New Delhi-110066.
- 2) The Superintending Engineer, H.O. Circle, CWC, Varanasi.
- 3) The Executive Engineer, MGD-II, CWC, Lucknow.
- 4) The Executive Engineer, LCD, CPWD, Lucknow
- 5) The Accounts Branch, MGD-1, CWC, Lucknow
- 6) Notice Board. UGBO, CWC, Indira Nagar, Lucknow.

Executive Engineer
MGD-1, CWC, Lucknow.

MIDDLE GANGA DIVISION-1, CENTRAL WATER COMMISSION, LUCKNOW

NOTICE INVITING TENDER

Tender No: NIT- 11/2010-11/MGD-1-Lko.-HQ-2/ Gorakhpur - Gonda

1. Item rate tenders are invited on behalf of the President of India from approved and eligible contractors of C.P.W.D, and those of appropriate list of Deptt. of Telecommunications, M.E.S, Railways, State P.W.D. and Local Bodies for the work of "Providing of 01 no. country boat (wooden boat) - 22' long, along with helper and 06 nos. skilled labours on river Rapti for taking X – sections – 53 nos. at 10 kms. apart under Sub Div. Gorakhpur - Gonda of MGD-1, CWC, Lucknow."
- 1.1 The enlistment of the contractors should be valid on the last date of sale of tenders. In case only the last date of sale of tender is extended, the enlistment of contractor should be valid on the original date of sale of tenders. In case both the last date of receipt of application and sale of tenders are extended, the enlistment of contractor should be valid on either of the two dates i.e. original date of sale of tender or on the extended date of sale of tenders.
- 1.2 The work is estimated to cost Rs.2,70,000/- (Rupees Two Lac Seventy Thousand Only). This estimate, however, is given merely as a rough guide.
- 1.3 The Executive Engineer, MGD-I, CWC, Lucknow shall be the "Accepting Authority" hereinafter referred to as such for the purpose of this Contract.
- 1.4 Application for issue of blank tender documents shall be submitted to the EE, MGD-1, CWC, LUCKNOW along with Permanent Account Number (PAN) and an Affidavit as under: I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in CWC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.
Blank tender document shall be issued after approval of the Executive Engineer, MGD-1, CWC, Lucknow. Blank tender para 1.4.
For any clarifications, the tenderers may contact to the:
- EE, MGD-1, CWC, LUCKNOW , Phone No: 0522-2325028
2. Agreement shall be drawn with the successful tenderer on the prescribed Form No. C.P.W.D.-8 which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be 75 days from the 10th date of issue of letter of acceptance.
4. The site for the work is available.
5. Tender document will be issued during the period from 9-02-2011 to 17-02-2011 between 1100 Hrs to 1600 Hrs on every working day. Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the Executive Engineer, Middle Ganga Division 1, Central Water Commission, Jal tarang Bhawan, Pratap Bagh, Aliganj, Lucknow – 226024 between hours of 1100 Hrs. & 1600 Hrs. everyday except on Sundays and Public holidays. Tender documents, excluding standard form, will be issued from Office of the Executive Engineer, Middle Ganga Division 1, Central Water Commission, Jal tarang Bhawan, Pratap Bagh, Aliganj, Lucknow – 226024 during the hours specified above on payment of Rs. 500.00 in cash. In case the tender form is down loaded from web site (www.cwc.nic.in), at the time of submission of tender, the firm has to enclose an account payee demand draft for Rs.500/- drawn on any scheduled Bank in favour of the Executive Engineer, Middle Ganga Division 1, Lucknow payable at Lucknow towards the cost of the tender form.

Last date of receipt of application: 15-02-2011 up to 1600 Hrs.
Last date of sale of tender: 15-02-2011 up to 1600 Hrs.
Last date for submission of tender: 17-02-2011 up to 1500 Hrs.
Date of opening of tender: 17-02-2011 up to 1530 Hrs.

6. The tender shall be accompanied by Earnest Money of Rs 5,400/- (Rupees Five Thousand Four Hundred Only).

6.1 The earnest money may be paid in any one of the following forms:

- a) In cash
- b) Demand Draft of any Scheduled Bank drawn in favour of the EE, MGD-1, CWC, Lucknow payable at **State Bank of India, Chowk Branch, Lucknow.**

6.2 Earnest money of successful tenderer will be treated as part of security deposit.

6.3 The tender and the earnest money shall be placed in separate sealed envelopes, each marked "Tender" and "Earnest Money" respectively. In cases where earnest money in cash is acceptable, the same shall be deposited with the Cashier of the Division and the receipt may be placed in the envelope meant for earnest money.

Both the envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received by the Executive Engineer, Middle Ganga Division 1, Lucknow up to 15.00 PM on 17-02-2011 and will be opened by him or his authorized representative in his office on the same day at 15.30 PM. The envelope marked "Tender" of only those tenderers shall be opened, whose earnest money, placed in the other envelope, is found to be in order.

7. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash 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 or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

8. The tender received late will not be accepted and returned unopened to the contractor. The undersigned will not be responsible for the postal delay, if any, in non-receipt of the tender in time.

9. The description of the work is as follows: "Providing of 01 no. Country boat (Wooden boat) -22' long along with helper and 06 nos. skilled labours on river Rapti for taking X – Section-53 nos. at 10 kms. Apart under Sub Div. Gorakhpur-Gonda of MGD-1, CWC, Lucknow." Copies of other documents pertaining to the works will be opened for inspection by the tenderers at the office of the EE, MGD-1, CWC, Lko. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as 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 tenders. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not. No extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided 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 Government and local conditions and other factors having a bearing on the execution of the work.

10. The "Accepting Authority" on behalf of President of India does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders

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

11. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable to rejection.

12. The "Accepting Authority" on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

13. The contractor shall not be permitted to tender for works in the Division Office (responsible for award and execution of contract) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the name of the persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Water Commission or in the Ministry of Water Resources, Govt. of India. Any breach of this condition by the contractor would render him liable to be removed from the approved list of Contractors of this Department.

14. 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 two years after his retirement from the Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractors service.

15. 5% of the gross amount of the bill shall be deducted from each running bill, till the sum along with the sum already deposited as earnest money amounts to security deposit. Security Deposit will be refunded after six (6) months from the date of issue of completion certificate of work or after settlement of final bill which ever is later.

16. The tender for the works shall remain open for acceptance for a period of two hundred forty days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issues of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Executive Engineer, MGD-1, CWC, Lucknow shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

17. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall, within 10 days from the stipulated date of start of the work sign the contract consisting of:-

- i) Notice Inviting Tender
- ii) Letter of contractor submitting tender.
- iii) CPWD Form 8.
- iv) Schedule 'A' to Schedule 'F'.
- v) Other letters of contractor and the departmental officers that were exchanged before the tender is accepted.
- vi) Letter of Executive Engineer communicating acceptance of the tender.
- vii) Letter of the Executive Engineer regarding commencement of the work (after submission of the PG by the contractor.)

Executive Engineer
Middle Ganga Division 1
Central Water Commission
Jal tarang Bhawan, Pratap Bagh, Aliganj,
Lucknow - 226024
For & on behalf of President of India

**MIDDLE GANGA DIVISION-1, CENTRAL WATER COMMISSION,
JALTARANG BHAWAN, ALIGANJ, LUCKNOW-226024**

Tender No: NIT- 11/2010-11/MGD-1-Lko.-HQ-2/ Gorakhpur - Gonda

ITEM RATE TENDER & CONTRACT FOR WORKS

TENDER FOR THE WORK OF: Providing of 01 no. country boat (wooden boat) - 22' long, along with helper and 06 nos. skilled labours on river Rapti for taking X – sections – 53 nos. at 10 kms. Apart under Sub Division Gorakhpur - Goanda.

- (i) To be submitted by **1500 hours of 17-02-2011** to the Executive Engineer, Middle Ganga Division 1, Central Water Commission, Lucknow .
- (ii) To be opened in presence of tenderer who may be present at **1530 hours of 17-02-2011** in the office of the Executive Engineer, Middle Ganga Division 1, Central Water Commission, Lucknow

Issued to _____
(NAME OF CONTRACTOR)

Signature of officer issuing the documents:

Designation : Executive Engineer, Middle Ganga Division – I, Central Water Commission, Lucknow .

Date of Issue :

ITEM RATE TENDER FOR WORKS MEMORANDUM

- | | |
|-------------------------------------|---|
| 1. Name of work : | Providing of 01 no. country boat (wooden boat) - 22' long, along with helper and 06 nos. skilled labours on river Rapti for taking X-sections – 53 nos. at 10 kms. Apart under Sub Division Gorakhpur - Goand. |
| 2. Estimated Cost : | Rs 2,70,000/- (Rupees Two Lacs Seventy Thousand Only) |
| 3. Earnest Money : | Rs. 5,400/- (Rupees Five Thousand Four Hundred Only) |
| 4. Security Deposit: | 5% of tendered and accepted value of work. |
| 5. Performance Guarantee : | 5% of tendered and accepted value of work. |
| 6. Cost of Tender Document : | Rs 500/- |

-I/We have read and examined the Notice Inviting Tender, schedule `A', `B', `C', `D', `E' & `F', Specifications Applicable, Drawings and Designs, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of rate and other documents and rules referred to in the conditions of contract of and all other contents in the tender document for the work.

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

-I/We agree to keep the tender open for ninety (90) days from the due date of its opening thereof and not to make any modifications in its terms and conditions.

A sum of **Rs. 5,400 /=** is hereby forwarded in the cash (Receipt enclosed) or in shape of demand draft in favour of the Executive Engineer, Middle Ganga Division 1, Central Water Commission, Lucknow as earnest money. If I/We fail to furnish the prescribed performance guarantee within the prescribed period, I/We agree that the said President of India or his successors in office shall without

prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 & 12.3 of the tender form. . Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in CWC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money / Security Deposit / Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person to whom I/We may authorize to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated

Signature of witness :

Signature of Contractor
Postal Address:

Name of witness:

Address:

Occupation:

ACCEPTANCE

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

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

- i) Notice Inviting Tender
- ii) Letter of contractor submitting tender.
- iii) CPWD Form 7 or 8 or any other form used for the contract.
- iv) Schedule 'A' to Schedule 'F'.
- v) Other letters of contractor and the departmental officers that were exchanged before the tender is accepted.
- vi) Letter of Executive Engineer communicating acceptance of the tender.
- vii) Letter of the Executive Engineer regarding commencement of the work (after submission of the PG by the contractor.)
- viii)

For & on behalf of the President of India

Signature :- Designation :- Executive Engineer, Middle Ganga Division 1, Central Water Commission, Lucknow

.Date :-

SCHEDULES

SCHEDULE 'A': Schedule of quantities: **As per Schedule attached**

SHCHEDULE 'B': Schedule of materials to be issued to the contractor.

S.No.	Description of item	Quantity	Rates in figures & Words at which the material will be charged to the contractor	Place of Issue at which the material will be charged to the contractor
1	2	3	4	5
-----NOT APPLICABLE-----				

SCHEDULE 'C': Tools and plants to be hired to the contractor.

Sl. No.	Description	Hire charges per day	Place of Issue
1	2	3	4
-----NOT APPLICABLE-----			

SCHEDULE 'D': Extra schedule for specific requirements/document for the work, if any.

-----NOT APPLICABLE-----

SCHEDULE 'E':

Reference to General conditions of contract

Name of Work	Providing of 01 no. country boat (wooden boat) - 22' long, along with helper and 06 nos. skilled labours on river Rapti for taking X-sections – 53 nos. at 10 kms. Apart under Sub Division Gorakhpur - Gonda.
Quantity	As per enclosure in Schedule of quantities - A
Estimated cost of work	Rs. 2,70,000/-
Earnest Money	Rs. 5,400/-
Performance Guarantee	@ 5% of the tendered & accepted value shall be deposited as performance guarantee in favour of the Executive Engineer, MGD-1, CWC, Lucknow payable at SBI, Lucknow. From the successful tenderer within seven days of the date of issue of letter of intent.
Security Deposit	@ 5% of the tendered value. 5% of the gross amount shall be deducted from each running bill, till the sum along with the sum already deposited as earnest money amounts to security deposit.
Income Tax	2% + Education Cess as applicable from the Running and Final Bill.
VAT	As applicable as per Govt. rules.

SCHEDULE 'F'

General Rules & Directions: Officer inviting tender : **Executive Engineer, MGD-1, CWC, Lucknow.**

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 : See below

DEFINITIONS:

2(v) Engineer-in-Charge	Assistant Engineer, sub div. Gkp - Gonda	
2(viii) Accepting Authority	Executive Engineer	
2(x) Percentage on cost of materials and labour to cover all overheads and profits	15%	
2(xi) Standard Schedule of Rates	DSR 2007	
2(xii) Department	Central Water Commission	
9(ii) Standard CPWD contract Form	GCC2010, CPWD form-8 as modified & corrected up to CON252 dt. 26.04.2010 (Copy enclosed)	
Clause 1: (1) Time allowed for submission of performance guarantee from the date of issue of letter of acceptance (2) Maximum allowable extension beyond the period provided in (1) above	7 Days	
	7 Days	
Clause 2: Authority for fixing compensation under clause 2. Clause 2A: Whether Clause 2A shall be applicable	Superintending Engineer, HOC, CWC, Varanasi Yes/ No	
Clause 5 I) Number of days from the date of issue of letter of acceptance for reckoning date of start II) Mile stones as per table given below.	10 Days	
S.N	Financial Progress	Time allowed (from date of start)
1	1/8 th (of the whole work)	1/4 th (of the whole work)
2	3/8 th (of the whole work)	1/2 th (of the whole work)
3	3/4 th (of the whole work)	3/4 th (of the whole work)
4	Full	Full
III). Time allowed for execution of work: IV). Authority to give fair and reasonable extension of time for completion of work:	75 Days Executive Engineer, MGD-1,CWC, LKO	
Clause 6, 6A Clause applicable - (6 or 6A)		
Clause 7: Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment	Not Applicable	

Clause 10 A : Clause 10 B(ii) : Clause 10 C : Clause 10 CA : Clause 10 CC :	Not Applicable
Clause 11: Specifications to be followed for execution of work	Enclosed
Clause 12: 12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work 12.5 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work	As per rules
Clause 16: Competent Authority for deciding reduced rates.	Not Applicable
Clause 18 List of mandatory machinery, tools & plants to be deployed by the contractor at site	
Clause 36(i): Minimum Qualifications and experience required for Principal Technical Representative.	Person possessing at least Recognized Diploma. Recovery to be effected from the contract in the event of not fulfilling provision of Clause 36– Rs.10,000/- p.m. for Diploma Holder.
Clause 42	Not Applicable

GENERAL INFORMATIONS AND INSTRUCTIONS TO THE CONTRACTOR

1. GENERAL :

These special conditions supplement the General Conditions of Contract and shall be considered as part of the contract document. Where these special instruction are at variance with the corresponding conditions, stipulations, specification elsewhere in the tender document these special instructions shall prevail.

2. LOCATION :

The proposed site of work is under Sub Division, Gorakhpur – Gonda of MGD- 1, CWC,Lucknow.

3. SITE CONDITIONS :

Tenderers are advised to visit the site to acquaint themselves with the site conditions, approaches, camping facilities for their work labour forces for the execution of the work. Non - familiarity with the site conditions will not be considered a reason either for extra claim or for not carrying out the work in strict conformity with instructions.

4. SECURITY:

The contractor shall follow all security rules as may be framed by EE, MGD-1, CWC, Lucknow from time to time regarding control of entry of persons and other similar matters. The contractor's personnel shall abide by all security measure imposed by the Engineer-in -charge or his duly authorized representative from time to time.

5. PAYMENT TO WORKMEN:

5.1 The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under and other labour laws that may be brought into force from time to time. Increase in the wages due to any statutory act or by rules framed there under by the Government or by local authorities during the currency of the contract or during any valid period of extension of contract shall not be considered for any reimbursement. The tenderer is deemed to have taken this aspect in his unit rates for various items of work covered under this contract.

5.2 The contractor shall record a certificate on every bill that minimum wages as applicable have been paid to the labourers engaged. All (Government/Departmental) notification procedure issued in this regard shall be applicable to this contract.

6. LIABILITY FOR LOSS, DAMAGE, ACCIDENT ETC.:

During the execution of the contract, until completion certificate is issued, the contractor will be fully liable to compensate all concerned for any loss, damage or destruction of "works" structures, plant and machinery, persons, property etc. including third party risk arising due to causes attributable to the contracts as may be decided by the Engineer-in-charge whose decision in this regard will be final. On this account contractor shall not make any claim whatsoever against EE, MGD-1, CWC, Lucknow.

7. SUB CONTRACTS:

The contractor shall not sublet the whole or any part of the work.

8. INDEMNIFICATION:

8.1.1 The contractor shall indemnify the EE, MGD-1, CWC, LUCKNOW against any claims arising out of operation of this services for the EE, MGD-1, CWC, LUCKNOW .

8.1.2 The contractor shall compensate and make good all damages or loss of property or personnel injury to any labour or to other during completion of this work or on account of whatsoever cause while operating clauses of this contract.

8.2 In the event of any dispute or differences arising out of this contract, the same shall be referred to the sole arbitration of the Chief Engineer, UGBO, CWC, LUCKNOW, whose decision shall be final and binding.

8.3 Engineer-in-charge shall not provide any residential accommodation to the labourers engaged and the contractor shall make their own arrangement for stay of the labourers engaged by them for the work.

TERMS AND CONDITIONS FOR CONTRACTORS

1. Name of the work : **Providing of 01 no. country boat (wooden boat) - 22' long, along with helper and 06 nos. skilled labours on river Rapti for taking X – sections – 53 nos. at 10 kms. Apart under Sub Division Gorakhpur - Gonda.**
2. **TERMS OF PAYMENTS:**
 - 2.1 Deduction of tax at source (**TDS**) as per applicable rates prescribed under the Income-tax Act, 1961, shall be made by the Executive Engineer, MGD-1,CWC,Lucknow from every payment made under this contract.
 - 2.2 5% of the gross amount of every bill will be recovered as Security deposit till the amount so deducted and EMD amounts to the Security Deposit as mentioned in NIT. Security Deposit will be refunded after six (6) months from the date of issue of completion certificate of work or after settlement of final bill which ever is later.
 - 2.3 The final bill will be accepted **ONLY** after submission of the following supporting documents in original:
 - i) Completion Certificate issued by EE, MGD-1, CWC, Lucknow
 - ii) Labour payment certificate issued by the contractor.
 - iii) Certificates issued by the AE, Sub Division Haldwani for quality of cement & Steel used.
3. **PERFORMANCE GUARANTEE**
 - (I) The contractor shall submit on irrecoverable **PERFORMANCE GUARANTEE** of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) within seven days of the date of issue of letter of intent. This period can be further extended by the Engineer-in-charge upto a maximum period of 7 days on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of **Cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call Receipt of any Scheduled Bank / Bankers Cheque of any Scheduled Bank / Demand Draft of any Scheduled Bank / Pay Order of any Scheduled Bank (in case guarantee, amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto.** In case a fixed deposit receipt of only Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.
 - (II) A letter of intent shall be issued in the first instance informing the successful tendered of the decision of the competent authority to accept his tender and the award letter shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure by the contractor to furnish the performance guarantee within the specified period, Government shall without prejudice to only other right or remedy available in law be at liberty to forfeit the earnest money absolutely.
 - (III) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
 - (IV) The Engineer-in-charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and / or without prejudice to only other provisions in the contract agreement) in the event of :-

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-charge may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer-in-charge.

(V) In the event of the contract being determined or rescinded provisions of any of the clause / condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In consideration of the President of India (hereinafter called The government) having agreed under the terms and conditions of Agreement No. _____ dated _____ made between Executive Engineer, MGD-1,CWC,Lucknow and _____ [hereinafter called the said contractor(s)*] for the work " Providing of 01 no. country boat (wooden boat) - 22' long, along with helper and 06 nos. skilled labours on river Rapti for taking X – sections – 53 nos. at 10 kms. Apart under Sub Division Gorakhpur - Gonda of MGD-1, CWC, Lucknow" - (hereinafter called the said agreement) having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ Only) as a performance guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we _____ (Indicate the name of the Bank) (hereinafter referred to as the Bank) hereby undertake to pay to the government an amount not exceeding Rs. _____ (Rupees _____ Only) on demand by the Government.
2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We, the said Bank further undertake to pay to the Govt. 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 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 _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and a fact 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 Govt. under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Govt. 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 _____ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary only 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 postpone for any time or from time to time any of the powers exercisable by the Govt. against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Govt. or any indulgence by the Govt. 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 _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Govt. in writing.
8. This guarantee shall be valid up to _____ Unless extended on demand by Govt. 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 _____
(Indicating the name of Bank).

4. The successful tenderer shall be required to sign the contract with the Executive Engineer, MGD-1, CWC, Lucknow within 10 days from the stipulated date of start of the work.

5. **ESCALATION:**

No escalation is applicable in this contract.

6. **TERMINATION OF CONTRACT:**

6.1 Executive Engineer, MGD-1,CWC,Lucknow reserves the right to cancel the contract at any moment without assigning any reason thereof, in which event the Executive Engineer, MGD-1,CWC,Lucknow shall forfeit the Security Deposit. Also if the contractor fails to carry out the work satisfactorily under this contract, the Executive Engineer, MGD-1,CWC,Lucknow, may, at his discretion, get the work done by another party or parties at contractor's risk and cost, without prejudice to the government's right under terms and conditions of this contract and any extra expenditure involved in this regard, shall be recovered from contractor but the contractor shall not however be entitled to any saving on this account.

6.2 Executive Engineer, MGD-1,CWC,Lucknow reserves the right of deciding any matter arising during the tenure of the contract, but not covered specifically by the conditions mentioned in the tender and that decision of the corporation in this regard shall be final and binding on the contractor.

7. **ARBITRATION (CLAUSE 59 OF G.C.C.)**

The Sub Section V "Arbitration and laws etc." of the General Conditions of the contract for works as stated below shall be applicable to this contract/agreement also:

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawing and instructions herein before contained in this contract or as to the quality of the workmanship or materials used on the work or arising out of the terms & conditions of the contract whether during the progress of the work or after the completion or abandonment thereof, at to the sole arbitration of the person nominated and appointed by the **Chief Engineer, UGBO,CWC,LUCKNOW** in respect of the contracts entered for and on behalf of the **President of India**.

The parties of the contract agree there it will be no objection to any such appointment that the sole arbitrator so appointed is originally referred being transferred or having vacated his office or being unable to act for any reason whatsoever, **Chief Engineer, UGBO, CWC, LUCKNOW** as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person as and when appointed shall proceed with the reference from the stage at which it was left by his predecessor in accordance with the rules, regulation and the law of the land, It is also a term of this contract that no person other than a person appointed by the Chief Engineer, UGBO, CWC, LUCKNOW, as aforesaid should act as Arbitrator and if any reason that is not possible, the matter is not to be referred to arbitration at all.

It is also the term of the contract that the party invoking the arbitration clause shall specify the dispute(s) to be referred to the arbitration under this contract together with amount(s) claimed in respect of each such dispute(s) or difference(s). In an arbitration invoked at the instance of either party to the contract, the Arbitrator would be free to consider the counterclaims of the other party or even though they are not mentioned in the reference to arbitration. Subject as aforesaid, the provisions of the Arbitration and conciliation Act 1996 (No 26 of 1996) or any statutory modification or re-enactment thereof and rules made there-under and for the time being in force shall apply to the arbitration proceeding under this clause.

8. **SUB CONTRACTS:**

Subletting of the whole or any party of work is not permissible.

ADDITIONAL CONDITIONS & SPECIFICATIONS

ADDITIONAL CONDITIONS

- 1) Unless otherwise provided in the Scheduled of Quantities the rates tendered by the contractor shall be all inclusive and apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account.
- 2) The contractor shall make his own arrangements for obtaining electricity if required and make necessary payments directly to the department concerned.
- 3) Some restrictions may be imposed by the security staff etc. on the working and movement of labour, materials etc., shall be bound to follow all such restrictions/ instructions and nothing extra shall be payable on this account.
- 4) The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges, which may be liable.
- 5) The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges, which may be liable.
- 6) The contractor shall bear all incidental charges for cartage, storage, and safe custody of the materials.
- 7) The contractor will have to work according to the programmed work, decided by the Engineer-in-charge.
- 8) If as per Municipal rules the huts for labour are not to be erected at the site of work by the contractors, the contractors are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.

Executive Engineer
MGD-I, CWC, Lko

SCHEDULE - A

S. N.	Detail of works	Qty.	Unit	Rate	Amount
1	Providing of country boat (wooden boat) - 22' long - 01no. along with helper for taking X – sections – 53 nos. at 10 kms. Apart. 01 no. x 75 days = 75 days.	75	Days		
2	Providing of skilled labours. 06 nos. x 75 days = 450 nos.	450	Nos.		

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in CWC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.