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TENDER & CONTRACT DOCUMENT

| | | |
|--|---|---------------------|
| NAME OF WORK | CONSTRUCTION OF FLOOR TILES, DESMOLISHING PARTION (BRICK) WALL & COLOUR WASHING OF CONFRENCEHALL IN MGD-III AKASHDEEP BUILDING, CWC, VARANASI (U.P.) | |
| ESTIMATED COST | Rs. 260758/- (Rupees two lakh sixty thousand seven hundred fifty eight) only | |
| EARNEST MONEY | Rs.5200/- (five thousand two hundred)only | |
| TIME ALLOWED | 30 days | |
| LAST DATE OF RECEIPT TENDER PAPER | 16.12.2011 | AT 3:00 P.M. |
| DATE OF TENDER OPENING | 16.12.2011 | AT 3:30 P.M. |

INDEX

NAME OF WORK: CONSTRUCTION OF FLOOR TILES, DESMOLISHING PARTION (BRICK) WALL & COLOUR WASHING OF CONFERENCEHALL IN MGD-III AKASHDEEP BUILDING, CWC, VARANASI (U.P.)

| <i>Sl. No.</i> | <i>PARTICULAR</i> | <i>PAGE No.</i> |
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Executive Engineer
Middle Ganga Division -3
Central Water Commission
Varanasi- 221002

| | | |
|--|--|--|
| <p>☎ (0542) 2282303 ☎ (0542) 2282304</p> | <p>Hkkjr ljdkj dnh; ty vk; ksx dk; kly; vf/k'kkl h vfhk; ark e/; xax eMy&3 okjk.kl h</p> | <p>vkdk'knhi ilukyky ikdl Okjk.kl h&221002</p> |
|--|--|--|

E-mail: mgd3cwcvaranasi@yahoo.co.in

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1. भारत के राष्ट्रपति की ओर से मध्य गंगा मंडल-3, केंद्रीय जल आयोग, वाराणसी कार्यालय के अंतर्गत 'vkdk'knhi Hkou] dnh; ty vk; ksx] okjk.kl h dk; kly; ds varxr l Hkkxkj es [yky VkbYl yxkus] oky fnokj rkm dj lykLVj , d l Qnh dk dk;] के लिए संबंधित कार्य क्षेत्र के प्रतिष्ठित फर्मों से मद दर निविदाएं आमंत्रित की जाती है।
- 1-1 कार्य की अनुमानित लागत : 0 260758@& ¼ lk; k nks yk[k l kB gtkj l kr l ks vVBkou ek=½ है। तथापि, यह अनुमानित लागत मोटे तौर पर एक मार्ग निर्देश मात्र है।
2. सफल निविदाकारों के साथ, निर्धारित प्रपत्र सं. के.लो.नि.वि.-7@8 पर, जो कि भारत सरकार के प्रकाशन के रूप में उपलब्ध है, करार किया जायेगा, निविदाकार उक्त प्रपत्र के विभिन्न निबंधन एवं शर्तों के अनुसार अपनी दरें बताएगा।
3. निर्माण कार्य पूरा करने के लिए अनुमत्य समय 30 fnu निविदा स्वीकार करने की सूचना/कार्य प्रारम्भ करने के लिखित आदेश की तिथि से अथवा निविदा कागजात में सूचित चरणों, यदि कोई हो, के अनुसार, कार्यस्थल सौंपे जाने के प्रथम दिन से, जो भी बाद में हो, होगा।
4. कार्य हेतु कार्य स्थल उपलब्ध है।
5. प्रपत्र जारी करने हेतु आवेदन, निविदाएं खोले जाने की निर्धारित तिथि के pkj fnu iwl l ka pkj cts के बाद से नहीं स्वीकार किए जाएंगे। निविदा प्रपत्रों का निर्गम, निविदा खोले जाने की निर्धारित तिथि के rhu fnu iwl cln कर दिया जायेगा।
रेखांक, विनिर्देश, कार्य के विभिन्न वर्गों के लिए मात्राओं की अनुसूची के सहित निविदा कागजात एवं ठेके की शर्तों का सैट जिनका उस ठेकेदार द्वारा अनुपालन किया जाना है, जिसकी निविदा स्वीकृत हो जाए तथा अन्य आवश्यक कागजात रविवार एवं सार्वजनिक छुट्टियों को छोड़कर, प्रतिदिन 11 बजे पूर्वाह्न से 4 बजे अपराह्न के बीच अधिशासी अभियंता, मध्य गंगा मंडल-3, केंद्रीय जल आयोग, वाराणसी के कार्यालय में देखे जा सकते हैं। मानक प्रपत्र को छोड़कर, निविदा कागजात उक्त कार्यालय से ऊपर निर्दिष्ट समय के दौरान निम्नलिखित का भुगतान कर प्राप्त किए जा सकेंगे।
- ¼½ निविदा की लागत के तौर पर : 0 500@- की नगद राशि और यदि टेण्डर फार्म वेब साइट से डाउन लोड करना है तो टेण्डर भरते समय फर्म द्वारा : 0 500@- का किसी अनुसूचित बैंक का डिमाण्ड ड्राफ्ट अधिशासी अभियंता, मध्य गंगा मंडल-3, केंद्रीय जल आयोग वाराणसी के पक्ष में भारतीय स्टेट बैंक मुख्य शाखा, वाराणसी में देय टेण्डर फार्म के मूल्य के रूप में टेण्डर के साथ देना होगा।
- ¼½ बयाना राशि : 0 5200@& ¼ i; k ikB gtkj nks l ks ek=½ नगद/ट्रेजरी चालान रसीद/किसी अनुसूचित बैंक की मांग जमा रसीद/किसी अनुसूचित बैंक की सावधि जमा रसीद/ किसी अनुसूचित बैंक का डिमाण्ड ड्राफ्ट के रूप में अधिशासी अभियंता, मध्य गंगा मंडल-3, केंद्रीय जल आयोग, वाराणसी के पक्ष में भारतीय स्टेट बैंक मुख्य शाखा, वाराणसी में देय टेण्डर फार्म के साथ देना होगा।
- ¼ ½ VsMj QkeZ Lohdkj djus dh vfire frffk : 16-12-2011
VsMj QkeZ fcØh djus dh vfire frffk : 13-12-2011

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
OFFICE OF THE EXECUTIVE ENGINEER
MIDDLE GANGA DIVISION – 3
VARANASI

Akashdeep, Pannalal Park
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NOTICE INVITING TENDER

1. Item rate tenders are invited on behalf of the President of India for the work of **“CONSTRUCTION OF FLOOR TILES, DESMOLISHING PARTION (BRICK) WALL & COLOUR WASHING OF CONFRENCEHALL IN MGD-III AKASHDEEP BUILDING, CWC, VARANASI (U.P.)** by the reputed & expertise firms in the above field.
 - 1.1 **The work is estimated to cost Rs. 260758/- (Rupees two lakh sixty thousand seven hundred fifty eight) only.** This estimate, however, is given merely as a rough guide.
2. Agreement shall be drawn with the successful tenderer on the prescribed Form **No.CPWD-7/8**, which is available as a Government 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 **30 days** from the date of issue of letter of acceptance of tender/work order or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
4. The site for the work is available.
5. Receipt of application for issue of forms will be stopped by **16:00 Hrs. four days** before the date fixed for opening of tenders. Issue of tender forms will be stopped **three days before** the date fixed for opening of tenders.

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and set of terms and conditions of contract to be complied with by the contractors whose tender may be accepted and other necessary documents can be seen in the office of the Executive Engineer, Middle Ganga Division - 3, C.W.C., Varanasi between hours of **11:00 A.M. & 04:00 P.M** every day except on Sundays and Public holidays. Tender document, excluding standard form, will be issued from office of the Executive Engineer, Middle Ganga Division-3, C.W.C., Varanasi during the hours specified above, on payment of the following:

 - (a) **Rs. 500/-** in cash (Non-refundable) as cost of tender and in case the tender form is down loaded from web site, 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 -3, C.W.C., Varanasi payable at SBI main branch, Varanasi towards the cost of the tender form.
 - (b) Earnest Money of **Rs.5200/- (five thousand two hundred)only** in the form of cash/Treasury Challan receipt/Deposit at Call receipt of a scheduled bank/Fixed Deposit receipt of a scheduled bank/Demand Draft of a scheduled bank issued in favour of the Executive Engineer, Middle Ganga Division -3, C.W.C., Varanasi payable at SBI main branch, Varanasi must be enclosed along with the Tender.

Last date of receipt of Tender : 16.12.2011

Last date of sale of tender : 13.12.2011

6. निविदाएं, जो हमेशा मुहरबंद लिफाफे में रखी जानी चाहिए तथा उन लिफाफों पर कार्य का नाम लिखा होना चाहिए, जो अधिशासी अभियंता, मध्य गंगा मंडल-3, केंद्रीय जल आयोग, वाराणसी द्वारा दिनांक 13-12-2011 दस 3-00 दस 1 क; तक प्राप्त की जाएगी और उसी दिन 3-30 दस 1 क; a उनके द्वारा या उनके प्राधिकृत प्रतिनिधि द्वारा अपने कार्यालय में खोली जायेगी।
7. ठेकेदार, स्वीकृति पत्रा जारी होने के पश्चात निर्धारित दिनों के भीतर fufofnr jkf'k ds 5% %i kqp cfr'kr½ ds cjkj vçfr l gj.kh; fu"iknu xkj\h cki = , oa fufofnr jkf'k ds 5% %i kqp cfr'kr½ ds cjkj l j {kk tek jkf'k %dy 10%) प्रस्तुत करेगा जो निर्धारित फार्म के अनुसार ट्रेजरी चालान रसीद/किसी अनुसूचित बैंक की मांग जमा रसीद/किसी अनुसूचित बैंक की सावधि जमा रसीद/किसी अनुसूचित बैंक का डिमाण्ड ड्राफ्ट के रूप में अधिशासी अभियंता, मध्य गंगा मंडल-3, केंद्रीय जल आयोग, वाराणसी के पक्ष में भारतीय स्टेट बैंक मुख्य शाखा, वाराणसी में देय होगी। इस अवधि को भारसाधक अभियंता द्वारा ठेकेदार के लिखित अनुरोध पर अधिकतम निर्धारित दिनों की अवधि तक आगे बढ़ाया जा सकता है।
8. कार्य का ब्यौरा इस प्रकार है:-

vkdk'knhi Hkou] dnh; ty vk; ks] okjk.kl h dk; ky; ds vrxr l Hkxkj es %yky VkbYI yxkus] oky fnokj rM dj lykLVj , o l Qnh dk dk;]

निविदाकारों द्वारा जाँच के लिए कार्यों से संबंधित अन्य नक्शों तथा कागजातों की प्रतियां उपर्युक्त अधिकारी के कार्यालय में खोली जायेगी। निविदाकारों को सलाह दी जाती है कि वे निविदा प्रस्तुत करने से पहले कार्यस्थल एवं उसके आसपास की जगह, जमीन की प्रकृति एवं अनमृदा (जहाँ तक व्यवहार्य हो), कार्य स्थल का रूप एवं प्रकृति, कार्य स्थल तक पहुँचने के साधन, स्थान जो उन्हें चाहिए उसका निरीक्षण व जाँच कर लें तथा जोखिम, आकस्मिकता एवं अन्य परिस्थितियों से जो निविदा को प्रभावित कर सकती हैं, संबंधित आवश्यक जानकारी स्वयं प्राप्त कर, सन्तुष्ट हो लें।

यह माना जायेगा कि निविदाकार को कार्यस्थल के बारे में पूरी जानकारी है, चाहे उसने इसका निरीक्षण किया हो या नहीं, तथा बाद में किसी भ्रूँति या अन्य बातों के लिए कोई अतिरिक्त प्रभार अनुमत्य नहीं होगा। कार्य निष्पादन हेतु सभी प्रकार की सामग्री, औजार एवं संयंत्र, जल, बिजली लाने के साधन, कामगारों के लिए सुविधाएं तथा अन्य अपेक्षित सेवाओं का प्रबन्ध करने तथा उनके रखरखाव का उत्तरदायित्व स्वयं निविदाकार का होगा, जब तक अन्यथा विशेष रूप से करार में इसका उल्लेख न किया गया हो। निविदाकार द्वारा निविदा प्रस्तुत करना यह सूचित करता है कि उसने इस सूचना एवं अन्य सभी करार-दस्तावेजों को पढ़ लिया है तथा उसे किए जाने वाले कार्य का अभिप्राय एवं विनिर्देशों, शर्तों व दरें जिन पर सरकार द्वारा उन्हें सामान, औजार एवं संयंत्र आदि दिए जाएंगे तथा स्थानीय स्थितियां और अन्य कारक जो कार्य में निष्पादन पर प्रभाव डालें, के बारे में पूरी जानकारी है।

9. सक्षम प्राधिकारी, भारत के राष्ट्रपति की ओर से न्यूनतम या किसी अन्य निविदा को स्वीकार करने के लिए अपने आप को आबद्ध नहीं करते हैं और प्राप्त हुई किसी भी निविदा या सभी निविदाओं को बिना कारण बताए अस्वीकार करने का अधिकार अपने पास सुरक्षित रखते हैं। ऐसी सभी निविदाओं को जिनमें विहित शर्तें पूरी नहीं की गई हों अथवा निविदाकार द्वारा सशर्त छूट दिए जाने सहित किसी शर्त को रखा गया हो, अस्वीकार कर दिया जाएगा। सक्षम प्राधिकारी के पास यह अधिकार भी सुरक्षित है कि वह ऐसे केंद्रीय सरकारी उद्यमों को उद्धृत मूल्य, न्यूनतम मूल्य के 10 प्रतिशत के अंतर्गत होने पर और अन्य बातें समान होने पर न्यूनतम वैध बोली पर सरकारी नियमों के अनुसार अधिमानता दे सकता है।

जो सरकारी उद्यम क्रय अधिमानता का फायदा उठा रहे हैं, वे लागत में बढ़ोत्तरी आदि होने पर पर्याप्त जुर्माना राशि के लिए उत्तरदायी होंगे।

6. Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelope, will be received by the Executive Engineer, Middle Ganga Division -3, C.W.C., Varanasi up to **03:00 P.M. on 16.12.2011** and will be opened by him or his authorised representative in his office on the same day at **03.30 P.M.**
7. The contractor shall be required to deposit an amount equal to **5% of the tendered value of the work as performance guarantee and 5% of the tendered value of the work as security money (total 10%)** in the form of Treasury Challan receipt/Deposit at Call receipt of a scheduled bank/Fixed Deposit receipt of a scheduled bank/Demand Draft of a scheduled bank issued in favour of the Executive Engineer, Middle Ganga Division -3, C.W.C., Varanasi payable at SBI main branch, Varanasi within prescribed number of days of the issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of prescribed number of days on written request of the contractor.
8. The description of the work is as follows:

“CONSTRUCTION OF FLOOR TILES, DESMOLISHING PARTION (BRICK) WALL & COLOUR WASHING OF CONFERENCE HALL IN MGD-III AKASHDEEP BUILDING, CWC, VARANASI (U.P.)

Copies of other drawings and documents pertaining to the works will be opened for inspection by the tenderers at the office of the above mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tenders. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided 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.

9. The competent authority on behalf of President of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by tenderer shall be summarily rejected.

The competent authority also reserves its right to allow to the Central Government public sector enterprises, a purchase preference with reference to the lowest valid price bid, where the quoted price is within 10% of such lowest price in a tender, other things being equal as per Government rules.

The Public Enterprises who avail benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.

10. निविदाओं के मामले में किसी भी प्रकार का प्रत्यक्ष या अप्रत्यक्ष प्रेरण का पूर्णतया निषेध है तथा उन ठेकेदारों की निविदाएं, जो प्रेरण का सहारा लेंगे, अस्वीकार कर दी जायंगी।
11. सक्षम प्राधिकारी, भारत के राष्ट्रपति की ओर से पूरी निविदा या उसके किसी भाग को स्वीकार करने का अधिकार अपने पास सुरक्षित रखते हैं तथा निविदाकार, कथित दर पर निष्पादन के लिए बाध्य होगा।
12. ठेकेदार को मंडल कार्यालय में, (जो ठेके देने और उसके निष्पादन लिए उत्तरदायी है) जिसमें उसका नजदीकी रिश्तेदार मंडल लेखाकार या अधीक्षण अभियंता एवं सहायक अभियंता/कनिष्ठ अभियंता (दोनों को मिलाकर) की श्रेणियों के बीच किसी भी हैसियत के अधिकारी के रूप में तैनात हो, कार्यों के लिए निविदा देने की आज्ञा नहीं होगी। वह उन व्यक्तियों के नामों की भी सूची देगा जो किसी भी हैसियत में उसके साथ कार्य कर रहे हों या जिन्हें उसके द्वारा बाद में भर्ती किया गया हो तथा जो dnh; ty vk; kx ; k ty l d k/ku ea-ky; | Hkkjr l jdkj में कार्यरत किसी राजपत्रित अधिकारी के नजदीकी रिश्तेदार हों। यदि ठेकेदार इस शर्त को भंग करेगा तो उसका नाम इस विभाग की ठेकेदारों की अनुमोदित सूची से हटा दिया जाएगा।
13. भारत सरकार के किसी इंजीनियरिंग विभाग में इंजीनियरी या प्रशासनिक कार्यों में लगे हुए राजपत्रित रैंक के किसी इंजीनियर को या किसी अन्य राजपत्रित अधिकारी को सरकारी नौकरी से सेवा मुक्त होने पर दो साल तक, भारत सरकार की पूर्व लिखित अनुमति बिना ठेकेदार की हैसियत से काम करने की अनुमति नहीं है। यदि किसी समय यह पाया गया कि ठेकेदार या उसका कोई कर्मचारी, ऐसा व्यक्ति है जिसने निविदा प्रस्तुत करने से पहले या ठेकेदार की सेवा में लगने से पहले भारत सरकार से अनुमति नहीं ली थी, तो यह ठेका रद्द किया जा सकता है।
14. कार्यों के लिए निविदा, निविदाओं के खुलने की तारीख से 60 दिनों तक स्वीकृति हेतु खुली रहेगी। यदि कोई निविदाकार उक्त अवधि के पहले या स्वीकृति पत्र जारी होने के पहले, जो भी पहले हो, से पहले अपनी निविदा वापस ले लेता है या निविदा की शर्तों और निबंधनों में कोई संशोधन करता है, जो विभाग को स्वीकार्य नहीं है, तो सरकार किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना ऊपर किए गए उल्लेख के अनुसार उक्त धरोहर राशि का 50 प्रतिशत जब्त करने के लिए स्वतंत्र होगी।
15. यह निविदा आमंत्रण सूचना, करार दस्तावेज का एक हिस्सा होगी। सफल निविदाकार/ठेकेदार, स्वीकारकर्ता प्राधिकारी द्वारा निविदा स्वीकार किए जाने के बाद कार्य प्रारंभ किए जाने की निर्धारित तिथि से 15 दिनों के भीतर निम्नलिखित को शामिल करते हुए निविदा पर हस्ताक्षर करेगा:—

1/4 1/2 निविदा आमंत्रण सूचना, अतिरिक्त शर्तों सहित सभी कागजात, विनिर्देश एवं नक्शे, यदि कोई हों, जो निविदा आमंत्रण के समय निविदा के रूप में जारी किए गए हों तथा इस बारे में किए गए किसी पत्राचार सहित इसकी स्वीकृति।

1/4 1/2 मानक के.लो.नि.वि. प्रपत्र संख्या-7/8

अधिशाली अभियंता
मध्य गंगा मंडल-3
केंद्रीय जल आयोग
वाराणसी

lk=kd% 5@5@exa&3@okjk0@2011&12@8185&91

fnukd% 29-11-11

प्रतिलिपि सूचनार्थ :

1. अधीक्षण अभियन्ता, जल विज्ञानीय प्रेक्षण परिमण्डल, केंद्रीय जल आयोग, वाराणसी।
- 2- निदेशक, साफ्टवेयर मैनेजमेन्ट निदेशालय, केन्द्रीय जल आयोग, सेवा भवन, आर.के.पुरम, नई दिल्ली.-110066 को केंद्रीय जल आयोग की वेबसाइट में प्रकाशनार्थ। यह NIT ई-मेल smdte@nic.in पर भेजा गया।
- 3- अधीक्षण अभियन्ता, केंद्रीय लोक निर्माण विभाग, बडालालपुर, वाराणसी।
- 4- अधीक्षण अभियन्ता, सिचाई विभाग, सिचाई कालोनी, सिगरा, वाराणसी।
- 5- सहायक अधिशाली अभियंता(मु0), मध्य गंगा मंडल-3, केन्द्रीय जल आयोग, वाराणसी।
- 6- लेखानुभाग, मध्य गंगा मण्डल-3, केन्द्रीय जल आयोग, वाराणसी।

7- सूचना पट्ट, मध्य गंगा मण्डल-3, केन्द्रीय जल आयोग, वाराणसी।

10. 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.
11. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
12. The contractor shall not be permitted to tender for works in the 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/Junior 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.
13. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of 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 contractor's service.
14. The tender for the works shall remain open for acceptance for a period of **sixty 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 Government shall, without prejudice to any other right or remedy, be at liberty to forfeit **50%** of the said earnest money as aforesaid.
15. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall, within **15 days** from the stipulated date of start of the work sign the contract consisting of:-
 - (i) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - (ii) Standard C.P.W.D. Form – 7/8.

Executive Engineer
Middle Ganga Division -3
Central Water Commission
Varanasi

Letter No. 5/5/ MGD-3/Vara. / 2011-12/8185-91

Dated: 29.11.11

Copy to :-

1. The Superintending Engineer, Hydrological Observation Circle, CWC, Varanasi
2. The Director, Software Management Directorate, 618(South), Sewa Bhawan, R.K.Puram, New Delhi-110066 for publishing in the CWC website and also sent through email at smdte@nic.in.
3. The Superintending Engineer, CPWD, Badalapur, Varanasi.
4. The Superintending Engineer, Irrigation, Irrigation Colony, Varanasi.
5. Assitt Executive Engineer(HQ), Middle Ganga division-III, Central Water commission, Varansi.
6. The Accounts Branch, MGD-3, CWC, Varanasi for information.
7. Notice Board, MGD-3, CWC, Varanasi.

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dnh; ty vk; ksx

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|---------|---|---------------------------------------|
| राज्य | : | उत्तर प्रदेश |
| संगठन | : | ऊपरी गंगा बेसिन |
| परिमंडल | : | जलविज्ञानीय प्रेक्षण परिमंडल, वाराणसी |
| मंडल | : | मध्य गंगा मंडल-3, वाराणसी |

dk; k' ds fy, en nj fufonk , oa l fonk

1/4 कार्य का नाम जिसके लिए निविदा है : vkdk' knhi Hkou] dnh; ty vk; ksx] okjk.kl h
dk; k'y; ds varxir l Hkkxkj es [ykj VkbYl
yxkus] oky fnokj rkm dj lykLVj , 0
l Qnh dk dk; l

- (क) दिनांक 16-12- 2011 को 15-00 बजे अधिशासी अभियंता, मध्य गंगा मंडल-3, केंद्रीय जल आयोग, वाराणसी के कार्यालय में प्रस्तुत की जानी है।
- (ख) उन निविदाकारों के समक्ष खोली जाएगी जो दिनांक 16-12-2011 को 15-30 बजे अधिशासी अभियंता, मध्य गंगा मंडल-3, केंद्रीय जल आयोग, वाराणसी के कार्यालय में उपस्थित रहेंगे।

सेवा में प्रेषित(टेकेदार).....

कागजात जारी करने वाले अधिकारी का हस्ताक्षर.....

पद : अधिशासी अभियंता, मध्य गंगा मंडल-3, केंद्रीय जल आयोग, वाराणसी ।

जारी करने की तिथि :

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

STATE : UTTAR PRADESH
ORGANISATION : UPPER GANGA BASIN
CIRCLE : HYDROLOGICAL OBSERVATION CIRCLE, VARANASI
DIVISION : MIDDLE GANGA DIVISION-3, VARANASI

ITEM RATE TENDER & CONTRACT FOR WORKS

(A) TENDER FOR THE WORK OF : *“CONSTRUCTION OF FLOOR TILES, DESMOLISHING PARTION (BRICK) WALL & COLOUR WASHING OF CONFRENCEHALL IN MGD-III AKASHDEEP BUILDING, CWC, VARANASI (U.P.)*

- (i) To be submitted by **15:00** hours on **16.12.2011** to the Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi
- (ii) To be opened in presence of tenderer who may be present at **15:30** hours of **16.12.2011** in the office of the Executive Engineer, Middle Ganga Division -3, Central Water Commission, Varanasi

Issued to _____
(CONTRACTOR)

Signature of officer issuing the documents _____

Designation: Executive Engineer, Middle Ganga Division -3, Central Water Commission,
Varanasi

Date of Issue: _____

fufonk

मैंने/हमने कार्य के लिए निविदा आमंत्रण सूचना, अनुसूची-क,ख,ग,घ,ङ. और च लागू विनिर्देश, नक्शे एवं डिजाइन, सामान्य नियम एवं निर्देश, ठेके के उपबंध, विशिष्ट शर्तें, दर अनुसूची एवं अन्य कागजात तथा ठेके की शर्तों में दिए गए नियम तथा निविदा कागजात में उल्लिखित अन्य बातों को पढ़ व जाँच लिया है।

मैं/हम, एतद्द्वारा भारत के राष्ट्रपति के लिए अनुसूची 'च' में विनिर्दिष्ट समय के अंदर विनिर्दिष्ट कार्य, यथा-मात्राओं की अनुसूची तथा सभी संबंधित विनिर्देशों, डिजाइनों, नक्शों के अनुरूप तथा सामान्य नियमावली के नियम-1 और ठेके के शर्तों के खण्ड-11 में उल्लिखित लिखित अनुदेशों एवं ऐसी सामग्रियों, जो प्रदान की जाती है और उसके संबंध में, ऐसी शर्तें जो लागू हों, के अनुरूप निष्पादन हेतु निविदा देता हूँ/देते हैं।

हम निविदा को, इसके प्रस्तुत किए जाने की तारीख से 60 fnuka के लिए खुला रखने तथा इसकी शर्तों एवं निबंधनों में किसी प्रकार का परिवर्तन न करने के लिए सहमत हैं।

c; kuk jkf'k : 0 5200@& ¼ i ; k i k b g t k j n k s l k s e k = ½ u x n @ V s t j h p k y k u j l h n @ v u d f p r c d d h e k x t e k j l h n @ v u d f p r c d d h l k o f / k t e k j l h n @ v u d f p r c d d s f M e k . M M k Q V d s : l k e a V s M j d s l k k F k l a y X u g A यदि मैं/हम निर्धारित निष्पादन गारंटी को निर्धारित समय अवधि में प्रस्तुत करने में असफल रहते हैं तो मैं/हम यह मंजूर करते हैं कि भारत के उक्त राष्ट्रपति या उनके कार्यालय के उत्तराधिकारी किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि जब्त करने के लिए पूर्णतया स्वतंत्र होंगे। इसके अलावा, यदि मैं/हम विनिर्दिष्ट कार्य प्रारंभ करने में असफल रहते हैं, तो मैं/हम यह मंजूर करते हैं कि भारत के राष्ट्रपति या उनके कार्यालय के उत्तराधिकारी कानून में उपलब्ध किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि, तथा निष्पादन गारंटी जब्त करने के लिए पूर्णतया स्वतंत्र होंगे अन्यथा उक्त धरोहर राशि निविदा कागजात के अनुसार उसमें निहित शर्तों व निबंधनों के अनुसार कार्यों के निष्पादन एवं आदिष्ट विचलनों को अनुसूची 'च' में वर्णित प्रतिशत से अनधिक व निविदा प्रपत्र के खंडो 12-2 व 12-3 में निहित प्रावधानों के अनुसार निश्चित की जाने वाली दरों पर उक्त सीमा से अधिक के विचलनों के करने के लिए उनके द्वारा प्रतिभूति निक्षेप के रूप में रोक ली जाएगी।

मैं/हम एतद्द्वारा घोषणा करते हैं कि मैं/हम निविदा कागजातों, नक्शों और कार्य से संबंधित अन्य अभिलेखों को गुप्त/गोपनीय कागजात के रूप में रखेंगे और उनसे प्राप्त/ली गई जानकारी किसी अन्य को, जिन्हे मैं/हम सूचित करने के लिए प्राधिकृत हो, से भिन्न किसी को, नहीं बताएंगे या जानकारी को किसी ऐसे रूप में प्रयोग नहीं करेंगे जो राज्य की सुरक्षा के लिए प्रतिकूल हो।

तारीख.....

ठेकेदार के हस्ताक्षर.....

डाक पता

साक्षी

पता

उपजीविका

TENDER

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 with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **60 days** from the due date of submission thereof and not to make any modifications in its terms and conditions.

Rs.5200/- (five thousand two hundred) only- is hereby enclosed with the tender in the shape of cash/TC/DD/FDR/TDR of a scheduled bank duly pledged in favour of the Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi 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 therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in the schedule `F` and 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.

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

Dated

Witness :

Signature of Contractor

Address :

Occupation :

Postal Address

Lohdfr

मैं भारत के राष्ट्रपति की ओर से तथा उनके लिए रू0.....(रूपया.....
.....की राशि के लिए उपर्युक्त
निविदा(अधोलिखित पत्रों के अनुसार परिवर्तित) स्वीकार करता हूं।
नीचे दिए गए पत्र इस टेका करार का हिस्ता होंगे।

(क) निविदा आमंत्रण सुचना

(ख) निविदा संख्या एवं दिनांक

(ग) हस्ताक्षर युक्त खण्डवार करार (निहित शर्त एवं निबंधन)

(घ) अनुसूची 'क' और 'च'

भारत के राष्ट्रपति की ओर से तथा उनके लिए
हस्ताक्षर.....

तारीख.....

पदनाम.....

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) Your tender No. & date
- iii) Clauses of contract duly signed.
- iv) Schedule 'A' to Schedule 'F'

For & on behalf of the President of India

Signature :-

Date : _____

Designation :-

GENERAL RULES AND DIRECTIONS

- 1) In the Item Rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise provided be taken as correct. If the amount of item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise provided be taken as correct and not the amount.
- 2) Sales-tax, purchase tax, turnover tax or any other tax on materials in respect of this contract shall be payable by the contractor and Government will not intertain any claim whatsoever in respect of the same.
- 3) Income tax as per Government rules will be deducted from each bills to be paid to the contractor.
- 4) The contractor must quote the IT PAN and tax registration number correctly in the tender form.
- 5) After completion of works, pre receipted bill in triplicate must be sent in this office. Amount must be written in figures as well as in words in the bill. Payment will be made through crossed cheque of SBI, Varanasi.
- 6) 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. Payment for centering, shuttering, however if required to be done for heights greater than 3.5 m shall be admissible at rates arrived at in accordance with clause-12 of the agreement if not already specified.
- 7) The contractor shall make his own arrangements for obtaining electricity if required and make necessary payments directly to the department concerned.
- 8) Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work of pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies, conduit for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.
- 9) 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.
- 10) Testing of Materials :

Samples of various materials required for testing shall be provided free of charge by the contractor. Testing charges, if any, unless otherwise provided, shall be borne by the Department. All other expenditure required to be incurred for taking the samples; conveyance, packing etc. shall be borne by the contractor himself.

- 11) The structural and architectural drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and architectural drawings relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Engineer-in-charge.

- 12) The contractor shall bear all incidental charges for carriage, storage, and safe custody of the materials.
- 13) (a) For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications 'Abbreviated nomenclature of item of DSR 2007 (bilingual)' shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.
- (b) In the case of items for which abbreviated nomenclature is not available in the above cited publication and also in case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreement the full nomenclature of items shall be reproduced in the measurement books and bill forms for running account bill. The full nomenclature of the items shall be adopted in preparing abstract of final bill from in the measurement book and also in the bill form for final bill.
- 14) The contractor will have to work according to the programmed work, decided by the Engineer-in-charge. The contractor shall also construct a sample unit complete in all respects within time specified by the Engineer-in-charge and this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up. No extra claim whatsoever beyond the payments due at agreement rates will be entertained from the contractor on this account.
- 15) The contractor shall take instructions from the Engineer-in-charge for stacking of materials in any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services of compound walls are to be constructed.
- 16) 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.
- 17) All materials obtained from approved stores or otherwise will be got checked by the Junior Engineer-in-charge of the work on receipt of the same at site before use.
- 18) Royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle, sand and bajri etc. collected by him for the execution of the work, direct to the Revenue Authority or Authorised Agent of the State Government concerned or Central Government.

**GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECT
AFTER COMPLETION IN RESPECT OR WATER PROOFING WORKS**

This is agreement made this _____ day of _____ two thousand _____ between _____ (hereinafter called the Guarantor of the one part) and the President of India (hereinafter called the government of the other part).

Whereas this agreement is supplementary to a contract (hereinafter called the contract) dated _____ and made between the guarantor of the one part and the Government on the other part where by the contractor interalia, undertook to render the building and structures in the said contract rectified completely water and leak proof.

And where the Guarantor agreed to give guarantee to effect that the said structures will remain water and leak proof for ten years from the date of giving of water proofing treatment.

Now the Guarantor hereby guarantees that water proofing treatment given by him will render the structure completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date of after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake of structural defects or misuse of roof or alteration and for such purpose.

- (a) Misuse of roof shall mean any operation, which will damage water proofing treatment like chapping of firewood and things of the same nature which might cause damage to the roof.
- (b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby water proofing treatment is removed in part.
- (c) The decision of the Engineer-in-charge with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon him to rectify. The defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's cost and risk. The decision of the Engineer-in-charge as to the cost payable by the guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing or commits break there under then the guarantor will indemnify the principal and his successors against all loss, damage, cost, expenses or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplementary agreement. As to amount of loss and / or damage and / or cost incurred by the Govt, the decision of the Engineer-in-charge will be final and bringing on the parties.

In witness whereof these persons have been executed by the Obligor _____ and by _____ and for and on behalf of the President of India on the day, month and year first above written.

Signed, sealed and delivered by Obligor in the presence of

- 1.
- 2.

Signed for and on behalf of the President of India by _____ the presence of

- 1.
- 2.

PERFORMANCE GUARANTEE (CLAUSE- 1)

- (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 15 days of issue of letter of intent. This period can be further extended by the Engineer-in-charge up to 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 / Banker's 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 is at liberty to forfeit the earnest money absolutely.
- (III) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged 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 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 a security / 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 on 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).

RECOVERY OF SECURITY DEPOSIT (CLAUSE 1A)

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government of the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities of fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit 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.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

NOTE – 1: Government papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

NOTE – 2: Note 1 & 2 above shall be applicable for both Clause 1 & 1A.

SCHEDULES

SCHEDULE 'A' : Schedule of quantities (enclosed):- Page 25

SCHEDULE 'B' : Schedule of materials to be issued to the Contractor:-

| Sl.No. | Description of item | Quantity | Rates including 5% storage charges | Place of issue |
|------------|---------------------|----------|------------------------------------|----------------|
| 1 | 2 | 3 | 4 | 5 |
| Nil | | | | |

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 |
| Nil | | | |

**SCHEDULE 'D' : (Extra schedule for specific requirements/document for the work, if any)
Site Plan and Detailed Drawings: Attached**

SCHEDULE 'E' : Schedule of components of material, labour etc. for price escalation.

CLAUSE 10 C.C:- NIL

SCHEDULE 'F' : Reference to General Conditions of Contract

NAME OF WORK : "CONSTRUCTION OF FLOOR TILES, DESMOLISHING PARTION (BRICK) WALL & COLOUR WASHING OF CONFRENCEHALL IN MGD-III AKASHDEEP BUILDING, CWC, VARANASI (U.P.)"

Estimated cost of work : Rs.2620758/-

Earnest Money : Rs.5200/-

Performance Guarantee : 5% of the tendered value

Security Deposit : 5% of tendered value

| General Rules & Directions : | |
|--|--|
| Officer Inviting Tender : | : Executive Engineer, Middle Ganga Division -3, Central Water Commission, Varanasi |
| 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 | : <u>As per rules</u> |
| Definitions : | |
| 2 (i) Engineer-in-Charge | : Executive Engineer, Middle Ganga Division -3, Central Water Commission, Varanasi |

| | | | |
|---|--|---|--|
| 2 (vii) | Accepting Authority | : | Executive Engineer, Middle Ganga Division -3, Central Water Commission, Varanasi |
| 2 (x) | Percentage on cost of materials and labour to cover all overheads and profits. | : | 15% |
| 2 (xi) | Standard Schedule of Rates | : | DSR, 2007 with up to date correction. |
| 2 (xii) | Department | : | Central Water Commission |
| Standard CPWD Contract Form CPWD Form-7/8 as modified and corrected up to date. | | | |

| | | | |
|---|---|--|--|
| Clause 1 | Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days | 15 days | |
| | Maximum allowable extension beyond the period provided above in days | 7 days | |
| Clause 2 | Authority for fixing compensation Under Clause 2. | Executive Engineer, Middle Ganga Division -3, Central Water Commission, Varanasi | |
| Clause 5 | | | |
| MILE STONE | | | |
| Sl. No. | Financial Progress | Time allowed (from date of start) | Amount to be with-held in case of non-achievement of milestone. |
| 1 | 1/8 th (of the whole work) | 1/4 th (of the whole work) | In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each milestone. |
| 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 | |
| Time allowed for execution of work. | | 30days | |
| Authority to give fair and reasonable extension of time for completion of work. | | Executive Engineer, Middle Ganga Division -3, Central Water Commission, Varanasi | |
| 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 11 | Specifications to be followed for execution of work | CPWD specifications 1996, Vol.-I & Vol.VI with Upton date correction slips. | |
| Clause 12 | | | |
| 12.2 & 12.3 : | Deviation limit beyond which Clause 12.2% & 12.3 shall apply for building work. | As per prevailing rules | |
| 12.5 : | Deviation Limit beyond which Clauses 12.2 & 12.3 shall apply for foundation work. | As per prevailing rules | |

SCHEDULE - 'A'

NAME OF WORK : CONSTRUCTION OF FLOOR TILES, DESMOLISHING PARTION (BRICK) WALL & COLOUR WASHING OF CONFRENCEHALL IN MGD-III AKASHDEEP BUILDING, CWC, VARANASI (U.P.)

| S. No. | Detail of Works | Quantity | Unit | Rate (in Rs.) | Rate (Rs in Words) | Amount (Rs.) |
|---------------|--|-----------------|-------------|-----------------------|---------------------------|---------------------|
| 1 | Dismantling stone slab -flooring laid in cement mortar including stacking of serviceable material and disposal of unserviceable material within 50 metres lead . 3rd floor confrence hall -Varanasi . | 122.715 | Sqm | | | |
| 2 | Desmolishing R.C.C.work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 meters lead . Rack in Laboratory room. | 6.572 | Cum | | | |
| 3 | Desmolishing brick work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 meters lead in cement mortar. Rack in Laboratory room. Partion wall between confrence hall | 4.0475 | Cum | | | |
| 4 | Dismantling door , window and clearstory windows (steel or wood) shutter including chowkhats,archit- ave, holdfast etc.complete and sta- cking within 50 metres lead . Door,Laboratory room (area 3sqm below) | 2 | Sqm | | | |
| 5 | providing and laying polished vitrified floor tiles 60x60 cm of quality conforming to I.S:15622 of approved make in all colours,shade laid down on 20 mm thick bed of cement mortor 1:4(1cement :4coarse sand) including pointing the joints whith white cement and matching pigments etc.complete in Confrence Hall floor . | 122.715 | Sqm | | | |
| 6 | Brick work with F.P.S. brick of class desigation 75 in superstructure above plinth of cement mortar 1:6 (1cement: 6 coarse sand Door,Laboratory room | 0.483 | Cum | | | |
| 7 | 15 mm cement plaster of mix 1:6 (1cement :6 coarse sand Door,Laboratory room | 4.2 | Sqm | | | |
| 8 | Distempering with oil bound washable distemper of approved brand and manufacture to give an even shed one or more coats on old work including surace preparation . wall confrence hall &laboratory room. Side of door frame. Side of window frame. Deduction Door, A.C. & Window. | 88.035 | Sqm | | | |
| 9 | Distempering with oil bound washable distemper of approved brand and manufacture two or more coats on new work, over and including priming coat of whitng to give an even shed Door,Laboratory room | 4.2 | Sqm | | | |

We agree to execute the above works in accordance with the technical specifications and terms and conditions mentioned in this tender documents for a total contract price of Rs.....(Rupees.....) within the period specified in the invitation for tender.

Date

Name & Signature of the Authorized Signatory