NIT No.: 07/01/HGD/2021/6779-84 dated 03.12.2021



Government of India Central Water Commission Himalayan Ganga Division, Haridwar

TENDER DOCUMENT

Tender for "Repairing of site store and boundary wall of Junior Engineer's office at Rudraprayag under Himalayan Ganga Division, CWC, Haridwar (Uttarakhand)"

Officer Inviting Tender:

The Executive Engineer, Himalayan Ganga Division, Central Water Commission Haridwar (Uttarakhand)"

Estimated cost: ₹ 5.90 Lakh (Rupees Five Lakh Ninety Thousand only)

This document contains 41 pages.

(November - 2021)

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GOVERNMENT OF INDIA CENTRAL WATER COMMISSION HIMALAYAN GANGA DIVISION

N-81, SHIVALIK NAGAR, HARIDWAR, UTTARAKHAND-249403

Phone No: 01334-285882, Email: <u>eehgd-cwc@nic.in</u>

NIT No.: 07/01/HGD/2021/6779-84 dated 03.12.2021

NOTICE INVITING TENDER (NIT)

On the behalf of the President of India, The Executive Engineer, Himalayan Ganga Division, Central Water Commission, Haridwar invites online Tenders on item rate basis from eligible contractors for the following work:

- 1. Name of work "Repairing of site store and boundary wall of Junior Engineer's office at Rudraprayag under Himalayan Ganga Division, CWC, Haridwar (Uttarakhand)"
- 2. Estimated Cost: ₹ 5.90 Lakh (Rupees Five Lakh Ninety Thousand only)
- **3. Period of Completion: 2** months from issue of letter of award of the work.

Sale of Tender : From 14.01.2022 (17:00 Hrs.)

Online Submission of Bid : From 17.01.2022 (11:00 Hrs.) to 24.01.2022 (15:00 Hrs.)

Online Opening of Tender : On 25.12.2022 (15:30 Hrs.)

4. Eligibility criteria:

- A. The Contractor should be registered with a valid registration certificate. Contactor should be registered with CPWD, MES, P.W.D, Railways, or other Government bodies/PSUs etc. or with any other reputed private agency. Or the vendor should be registered with valid registration credentials such as registration with state government or Govt. of India.
- B. The Contractor must have valid PAN and GST registration at the time of submission of bid.
- C. The Contractor must have executed work of similar nature in Central or State Government bodies/departments, Public Sector Undertakings, MES, Railways or for the reputed private departments in the last 7 years ending March 2021 as per the value of each work as detailed below:
 - a) **Three** similar completed works costing not less than the amount equal to 40% of the estimated cost.

or

b) **Two** similar completed works costing not less than the amount equal to 60% of the estimated cost.

01

c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar works means Civil works related to Repair Masonry/ RCC Construction, Earthwork and Erection and Installation of Steel Structures.

Completion certificates for the above should clearly indicate the scope and nature of work carried out and the value of various components of work as executed, in order to confirm conformity to defined similar works. The completion certificate should be signed by the issuing authority with stamp without which the works will not be considered.

- 5. Average annual financial turnover of ₹ 5.90 Lakh in the previous 3 financial years (FY 2018-19, 2019-20 and 2020-21). For FY 2020-21, provisional / unaudited Certificate may also be submitted, provided the successful bidder has to submit the same within 01 month of award of work to avoid rejection of bid.
- **6.** Tender can also be freely downloaded from central procurement portal (www.eprocure.gov.in), and from www.cwc.gov.in.

EMD amount is exempted for all the bidders as per GoI OM No. F.9/4/2020-PPD dated 12.11.2020. However, the bidder has to submit the "Bid Security Declaration" form as attached with this tender (page 41).

- 7. Bids can be submitted only through online on Central Public Procurement Portal web site (www.eprocure.gov.in), as detailed under ITB (Instructions to bidders).
- 8. The bids will be opened online at the date mentioned in **Tender Data Sheet**, in presence of the bidders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in the office of Executive Engineer, Himalayan Ganga Division, Central Water Commission, Haridwar (Uttarakhand) -249403.
- 9. Bids shall be accepted through e-procurement only at e-tendering platform of Central Public Procurement Portal (CPPP).

The competent authority, for and on behalf of President of India, does not bind itself to accept the lowest or any other tender, and reserves its right to reject any or all of the tenders received or cancel the tendering process at any stage, either in part or full, without assigning any reason. All tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.

अधिशासी अभियंता

प्रतिलिपी/Copy To:

- 1. मुख्य अभियंता, उपरी गंगा बेसिन संगठन, केन्द्रीय जल आयोग , लखनऊ ।
- 2. अधीक्षण अभियंता, जल विज्ञानीय प्रेक्षण परिमंडल, केन्द्रीय जल आयोग, देहरादून।
- 3. सहायक लेखा अधिकारी, हिमालयी गंगा मंडल, केन्द्रीय जल आयोग, हरिद्वार ।
- 4. उपमंडल अभियंता/ किनष्ठ अभियंता(मुख्यालय)/किनष्ठ अभियंता (रुद्रप्रयाग), अलकनंदा उपमंडल, केन्द्रीय जल आयोग, श्रीनगर।
- 5. नोटिस बोर्ड, हिमालयी गंगा मंडल, केन्द्रीय जल आयोग, हरिद्वार ।

Tender Data Sheet

	Government e-Procurement Systemhttp://eprocure.gov.in							
TENDER INPUT FORM								
(A) Bas	sic Details:							
S.No	Item		Description					
1.	Tender Reference N	0.	07/01/HGD/2021	1/6779-84 dated	03.12.2021			
2.	Tender Type		Open					
3.	Form of Contract		Item Rate contract					
4.	No. of Covers		2 (Two Covers)					
5.	Tender Category		Works (Repair, 1 Erection)	Masonry/RCC (Construction, Earthwork and			
6.	Allow Resubmission	1	No					
7.	Allow Withdrawal		Yes					
8.	Allow Offline Subm	ission	No					
9.	Payment Mode		Offline / Online th	rough BharatKos	h			
9(a)	If Offline:		Instrument: 1. SS-Small Savings Instrument 2. BG-Bank Guarantee 3. BC-Bankers Cheque 4. DD-Demand Draft					
(B) Cov	ver Details:							
	No. of Covers	Cover Ty	7pe	Content				
1.	Single Cover	Not App						
2.	Two Covers	(a) Tech (b) Finar	ical Technical Bid in one cover and Financial Bid					
3.	3 Covers	Not App	licable					
4.	4 Covers	Not App	licable					
(C)NIT	Γ Document (only .jpg	and .pdf	files are supporte	ed) <i>:</i>				
S.No	File Name				Туре			
1.		at Ruc	nd boundary wall of Junior pdf draprayag under Himalayan dwar (Uttarakhand)					
(D) Wo	rk Item Details:		,	,				
S.No	Item			Descrip	tion			
1.	Work Item Title		Repairing of site store and boundary wall of Junior					
			Engineer's office at Rudraprayag under Himalayan Ganga Division, CWC, Haridwar (Uttarakhand)					
2.	Work Description		As per the Scope of	f Work mentione	d in the tender document			
3.	Pre qual. Details		As per the NIT					
4.	Product/Work Category	<i>I</i>	Repair, Masonry/	RCC Construct	ion, Earthwork and Erection			
5.	Product Sub Category							
6.	Contract Type		Item Rate Contract					
7.	Tender Value		₹ 5.90 Lakh					
8.	Bid Validity days l specify		90 days					
9.	Completion Periods in		02 months form the		commencement			
10.	Location (Work/service	/items)	Himalayan Ganga	Division				
11.	Pin Code		249403					
12.	Pre Bid Meeting*		No					
	If Pre Bid Meeting is Y		-					
	Pre Bid Meeting Place*	-	-					

	Pre Bid Meeting Address*	-						
	Bid Opening Place				Himalayan Ganga Division, , Shivalik Nagar, Haridwar			
) -249403				
	Tenderer Class	All Cl						
				General Engineering C				
	Juniting Officer			General Building Contra	actor			
	Inviting Officer	Name: Vishal Garg Designation: Executive Engineer.						
	Inviting Officers Address*			Executive Engineer, His	, .			
	Phone/email:			ntral Water commission, tarakhand) -249403	N-81, Shivalik Nagar,			
(E) Fee	e Details:							
1.	Tender Charges:		Full E	xemption.				
1(a)	Tender Fee							
1(b)	Processing Fee		NA					
1(c)	Surcharges		NA					
1(d)	Other Charges		NA					
2.	EMD Fee		NA					
3.	EMD Exemption Allowed		Yes.					
					/2020-PPD dated 12.11.2020			
				± .	ne bidder has to make the Bid-			
					on the page 38 of this tender			
			document.					
3(a)	If EMD Exemption Allowed is	Partial,	Full					
(E) Cri	EMD Exemption Percentage% tical Dates:							
(F) CH	uicai Dates:			(DD/A0/A/A/A/A/A)	T' (II)			
1	D 11: 1: D 4		Da	te (DD/MM/YYYY)	Time (Hrs.)			
1.	Publishing Date			14/01/2022 17:00 15/01/2022 10:00				
2.	Document Sale Start Date Seek Clarification Start Date		15/01/2022 10:00					
4.	Seek Clarification End Date		15/01/2022 17/01/2022 10:00					
5.	Pre-Bid Meeting Date		+	NA	NA			
6.	Bid Submission Start Date			17/01/2022	11:00			
7.	Bid Submission End Date			24/01/2022	15:00			
8.	Bid Opening Date			25/01/2022	15:30			
	Openers Selection:			23/01/2022	13.30			
(G)Dia	Name/Description			Email ID				
B01	Sh. Vishal Garg, EE, HGI	`		vishalgarg-cwc@nic.ii				
B02	Sh. Vipin Kumar Gupta		(HO)	vipinkgupta-cwc@nic.i				
D02	HGD	i, SDE	(114),	vipinkgupia-ewe@ille.				
B03	Sh. Shivam Gangwar, JE (HO). HO	iD.	shivam.gangwar-cwc(a	vgov.in			
B04	Sh. Biswajeet Kumar Cho			bkc.0403@gov.in	9,50,1111			
Boi	HGD	, admary,	71110,	<u> </u>				
(H) U	ploading the Tender documen	its; (onl	v pdf,	jpg, xls&rar Files all	lowed)			
	Item		• •	df form)	,			
1.	Registration Documents				ertificate of firm as per the			
				criteria.	F			
2.	. Statutory Documents a) So				RD, and GST Registration			
3.	Experience				perience certificates of similar			
]	Emperioneo	· ·	orks.	ia scainica copy of exp	Solitation of Similar			
				ing of No Blacklisting (Certificate (Compulsory)			
4.	Income Tax/ Turnover Related			nd scanned copies of ITH				
5.	Acceptance Letter		_	*	acceptance letter as per the			
	Annexure-V.							

6.	Technical Bid Check List	Duly filled up, Signed & Scanned Copy is to be attached as per the
		Annexure-III.
7.	Bid Declaration form	Duly filled up, signed & Scanned Copy is to be attached
8.	Financial Bid	As per the BOQ attached. (in .xls format)

Prepared by:

Approved by: Date of Up-dation: 14-01-2022 Seal of the Office of the TIA:

CPWD-8

GOVERNMENT OF INDIA CENTRAL WATER COMMISSION

STATE : Uttarakhand

CIRCLE : Hydrological Observation Circle, Dehradun DIVISION : Himalayan Ganga Division, Haridwar ORGANISATION : Upper Ganga Basin Organization, Lucknow

Item Rate Tender & Contract for Works

Tender for the work of: "Repairing of site store and boundary wall of Junior Engineer's office at Rudraprayag under Himalayan Ganga Division, CWC, Haridwar (Uttarakhand)".

Issued to:	
	(Contractor)
Signature of officer issuing the documents	
Designation	
Date of Issue	

ACCEPTANCE of Tender by Competent Authority

The abo	ove to	ender	(as modified	d by	you as p	rovid	ed i	n the le	etters	mentioned hereunder) is accepted by r	ne for and on
behalf	of	the	president	of	India	for	a	sum	of	₹ (R	upees
)				
The letter (a) (b) (c)	ers to	o belo	ow shall from	n par	t of this	contr	ract.	Agreen		or & on behalf of the President of Ind	ia
										Signature	
										Designation	
D-4-1											

SCHEDULES

SCHEDULE 'A'- Schedule of quantities (Enclosed in this Tender Document on page 20-22)

SCHEDULE 'B'- Schedule of materials to be issued to contractor: Not applicable

SCHEDULE 'C'-Tools and plants to be arranged by the contractor: Not applicable

SCHEDULE 'D'- Extra schedule for specific requirement: Not applicable

SCHEDULE 'E'- Applicable

Name of work:	" Repairing of site store and boundary wall of Junior Engineer's						
	office at Rudraprayag under Himalayan Ganga Division, CWC,						
	Haridwar (Uttarakhand)"						
Estimated cost of work:	₹ 5.90 Lakh (Rupees Five Lakh Ninety Thousand only)						
EMD	As per GoI OM No. F.9/4/2020-PPD dated 12.11.2020 EMD is exempted, however the						
	bidder has to make the Bid-Securing Declaration attached on the page 41 of this tender						
	document.						
Performance Guarantee	3% of the tendered and accepted value of work within 7 days from issue of letter of						
	acceptance. Applicable only for Successful Bidder.						
Security Deposit:	2.5% of the tendered and accepted value of work from running/final bill of contractor						
	EMD Clause Exemption						

SCHEDULE 'F'- Reference to terms and conditions of contract

General Rules & Directions:					
Officer inviting tender:	Executive Engineer, Himalayan Ganga Division, Central Water				
	Commission, Haridwar				
Definitions:					
Engineer- in Change:	Executive Engineer, Himalayan Ganga Division, Central				
	Water, Haridwar				
Accepting Authority:	Executive Engineer, Himalayan Ganga Division, Central Water				
	Commission, Haridwar				
Percentage on cost of materials and Labor	NA				
to cover all overheads and profits.					
Department	Central Water Commission				
Standard schedule of rate	DSR 2021 (CPWD)				
Standard CPWD contract form	CPWD form 8 as modified & corrected from time to time				

Clause 1:								
Time allowed for submission of Performance Gua	rantee, programme	7 days for PG Submission						
chart (Time and progress) and applicable labor lice								
Maximum allowable extension with late fee @	7 Days							
Performance Guarantee amount beyond the per	riod provided in(i)							
above								
Clause 2: Compensation for delay								
Authority for fixing Compensation under clause 2	SUPERINTENDING ENGINEER,							
		Hydrological Observation Circle,						
	Dehradun							
With maximum rate @ 1% (one percent) per wee	ek of delay to be co	emputed on per day basis based on quantum of						
damage suffered due to stated delay on the part of C	Contractor.							
Provided always that the total amount of compensa	•	•						
(ten percent) of the accepted Tendered Value of we		*						
as mentioned in Schedule 'F' for which a separate p	eriod of completion	is originally given.						
Clause 5								
Time allowed for execution of work	02 months from	the date of the issue of the letter of						
	commencement of	the work						
Authority to give fair and reasonable Extension	Executive Engin	neer, Himalayan Ganga Division, Central						
of time for completion of work	Water Commissi	on, Haridwar						

Clause 11									
Spec	ifications to be for	ollowed for E	xecution of A	As mentioned under the scope of work and in the relevant BIS					
work	ζ.		c	ode	es.				
Clause 12.2 & 12.3:									
Devi	ation Limit beyon	d which claus	ses E	Beyo	ond 30% of BO	Q quantitie:	S		
12.2	& 12.3 shall apply	for all buildi	ng works						
Clau	ise 16								
Competent authority for Deciding reduced rates Not Applicable									
Clau	use 25: Constitut	ion of Dispu	te Redressal	Cor	nmittee:				
i.			Engineer, UGI			ow			
ii.	Member – Su	perintending	Engineer (C),	UC	GBO, CWC, L	ucknow			
iii.			Engineer, HO						
Clau	ıse 36:								
S. Minimum Discipline Designation No qualification of Technical Representative Representative Technical representation					Minimum Experience	Number	be made from	ch recovery shall in the contractor in of not fulfilling clause 36(i)	
			-				Figure	words	
1	Graduate	Any	Any Managerial Post		3 years	01	NA	NA	

All the clauses relevant to the scope of the work will be applicable as per the provision mentioned in the CPWD Works Manual 2019 and GCC 2020 for such similar works.

INFORMATION AND INSTRUCTION TO TENDERERS/BIDDERS

Introduction:

Before submitting the tenders, the Tenderer/Bidder must ensure that he/she has understood the exact requirement of the said work and had a clear overview of location where work has to be executed. In case the Tenderer/Bidder wishes to get any point clarified with respect to the work or anything contained in this Tender Document, it is mandatory to raise the clarification in writing and in turn get it clarified from the *Executive Engineer, Himalayan Ganga Division, Central Water Commission, Haridwar (Department)* in writing as per the dates mentioned in the tender data sheet. In case no such clarification is raised by the Tenderer/Bidder, it will be construed that all the requirement of the *Department* are understood by the contractor. No communication in this regard shall be entertained at any stage of the work after opening of the tenders and during execution of the work.

Eligibility criteria:

- A. The Contractor should be registered with a valid registration certificate. Contactor should be registered with CPWD, MES, P.W.D, Railways, or other Government bodies/PSUs etc. or with any other reputed private agency. Or vendor must be registered with valid registration credentials.
- B. The bidder cannot engage in Joint Venture (JV) for the present work. No Joint Venture is allowed.
- C. The Contractor must have valid PAN and GST registration at the time of submission of bid.
- D. The Contractor must have executed works of similar nature in Central or State Government bodies/departments, Public Sector Undertakings, MES, Railways or for private departments in the last 7 years ending March 2021, each of minimum value as detailed below:
 - a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

or

b) Two similar completed works costing not less than the amount equal to 60% of the estimated cost.

or

c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar works means Civil works related to Repair, Masonry/RCC Construction, Earthwork and Erection and Installation of Steel Structures.

Completion certificates for the above should clearly indicate the scope and nature of work carried out and the value of various components of work as executed, in order to confirm conformity to defined similar works. The completion certificate should be signed by the issuing authority with stamp without which the works will not be considered.

Average annual financial turnover of ₹. 5.90 Lakh during the previous 3 financial years (FY 2018-19, 2019-20, 2020-21).

Period of validity of tenders:

The tender for the work shall remain valid for a period of ninety (90) days from the date of opening of tenders. The Government shall, without prejudice to any other right or remedy, be at liberty to blacklist the vendor from working in government department within the duration of above contract if any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, or the contractor fails to commence the work in the prescribed time or abandons the work before its completion.

If required, the *Department* may solicit contractor's consent for an extension of the period of validity of tender. The request and the responses thereto shall be made in writing.

Earnest Money Deposit (EMD):

The bidder is exempted from EMD as per the GoI Om No. F.9/4/2020-PPD dated 12.11. 2020. However, the bidder has to submit the "Bid Security Declaration" form as attached with this tender (page 41). In which it is clearly specified that if the bidder withdraw or modify their bids or the bidder fails to take up the work after the acceptance of their tender by controlling authority, they will be suspended from taking any public contract for the period during which this tender is valid.

Opening of Tenders:

The tender shall be opened online on 25/01/2022 at 15.30 Hrs in the office of the Executive Engineer, Himalayan Ganga Division, Central Water Commission, N-81, Shivalik Nagar, Haridwar (Uttarakhand)- 249403 in the presence of tenderer/bidder or their authorized representative who choose to attend.

General:

- No tenderer shall be allowed to amend or withdraw any terms & conditions/parts or whole/quoted rates of its tender under any circumstances after the deadline for submission of the tender.
- The Department has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works.
- The tenderers are expected to clearly understand the forms, terms and conditions and other details mentioned in the tender document.
- Rules/provisions of CPWD Works Manual 2019 and its subsequent amendments from time to time will be applicable/ binding on all bidders and on successful bidder.
- In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney to be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
- Each tenderer is entitled to submit only one set of tender. The same contractor submitting more than one set of tender shall be automatically disqualified. The contractor shall not assign or transfer any interest or responsibility in whole or any part in favor of any person and same is prohibited and is liable to result in termination of the contract.
- At any time prior to the deadline for submission of tenders, the department, for any reason, whether at its own initiative may modify any condition of the tender document by amendments and such modification will be binding on the bidders/ tenderers.
- The valid means of communications for this tender shall be in writing/fax followed by confirmation in writing by post. The communication should clearly reach this office.
- It is suggested that the tenderer may acquaint themselves with the requirement of the work before submitting the tender. Tenderer are advised to go through the scope of the work and all technical specification related to the drawings of gauge, condition of sites etc.. Vendors are required to obtain necessary clarification form the department before submitting the bid for the work before the dates as mentioned in this tender.
- Submission of a tender by a tenderer/bidder 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 other factors having a bearing on the execution of the work.
- The contractor shall not in any capacity employ persons of bad character or any person whose antecedent are in doubt or who is on the police records as bad character. All aspects of

- verification (police verification, address verification, document verification etc.) of the persons to be employed shall be the sole responsibility of the contactor and no compensation shall be claimed for that.
- Agreement shall be signed with the successful tenderer/bidder on prescribed proforma given in
 this tender document and a contract agreement will be prepared. The tenderer shall quote his
 rates as per various terms and conditions of the said form which shall form part of the
 agreement.
- 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 before expiry of a period of two years after his retirement from Government service, or without due permission from the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at 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.
- The Contractor shall not be permitted to tender for works in the office of the Executive Engineer, Himalayan Ganga Division, Central Water Commission, Haridwar (Uttarakhand) (responsible for award and execution of this work) in which his near relative is posted as Divisional Accountant or as an officer in any capacity with relevance to the said work. He shall also intimate the names of person 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 Jal Shakti, Department of WR, RD & GR. Any breach of this condition by the contractor would render his bid/Contract Agreement liable to be rejected.
- Bids shall be submitted online only.
- Bidder who has downloaded the tender from the www.ewc.gov.in shall not temper/modify the tender form including downloaded price bid template in any manner in case if the same is found to be tempered/ modified in any manner, tender will be completely rejected firm shall be blacklisted for taking similar works.
- Intending tenderer are advised to visit again the www.eprocure.gov.in and CWC website www.eprocure.gov.in at least 1 day prior to closing date of submission of tender for any corrigendum /amendment.
- For the purpose of this tender the contract agreement with the successful tenderer shall comprise of:
 - a. The tender form and financial bid submitted by the tenderer online;
 - b. Tender document
 - c. Amendment to the tender document;
 - d. Post tender opening Correspondences both online and offline; and
 - e. Purchase's notification of award of the contract.

Submission of Tender Documents

- i. **Technical bid:** The following documents are to be **furnished** in the **Technical Bid Part (i.e. Eligibility criteria)** by the Contractor along with bid as per the tender document:
 - a. Signed and scanned Technical Bid Check List as per tender document.
 - **b.** Signed and scanned copy of registration certificate of firm.
 - c. Signed and scanned copy of PAN and GST Registration Certificate of the firm.
 - **d.** Signed and scanned copy of work orders and completion certificates of similar works executed in support of eligibility as per the tender notice.
 - e. Signed and scanned copy of Balance Sheets for last three years i.e. 2018-19, 2019-20 and 2020-21 for turnover purpose.
 - **f.** Signed and scanned copy of ITRs (copy of Income Tax Return filed for FY 2018-19, 2019-20 and 2020-21).
 - g. Information regarding any litigation, current or during the last five years, in which the

Bidder is involved, the parties concerned and disputed amount

- h. Self-certified declaration of not been blacklisted by any Central/ State Govt. / PSU
- i. Any other document in support of the Bid.
- ii. **Financial bid:** The following documents are to be furnished in the **financial bid part** by the Contractor along with bid as per the tender document:
 - **a.** Signed and scanned price schedule as per tender document.

Schedule of Quantities, Rates and Amount:

The bidders must quote the rates keeping in mind all the terms and conditions mentioned in this tender document, Schedule of quantities etc. The rates quoted by the tenderer shall take into account the cost of material, labour, tools, equipment, GST & CPOH, safety equipment, Transportation charges, Coolie charges and any other managerial cost for execution of the above said works.

- a. All rates shall be quoted in Indian Rupees only.
- **b.** Before quoting the rates, bidders are requested to read carefully all terms & conditions, specifications, BOQ etc., In case of any doubt, he must get it clarified from Executive Engineer, Himalayan Ganga Division, Central Water Commission, Haridwar.
- **c.** In case of discrepancy between unit rate and total rate, the unit rate shall prevail. In case of discrepancy between sub totals and the total, the sub totals shall prevail.
- **d.** The amount should be written both in figures and in words. In case of discrepancy between figures and words, the amount mentioned in words shall prevail. In case of discrepancy in totaling of unit rates, the unit rates shall prevail.
- e. Rates for each item shall be furnished in the format as given in the Financial Bid /schedule of rates as per the BOQ attached on the e-procurement portal. Any correction, overwriting etc. should be duly initialized (Signed).
- f. Contractors are required to fill the GST amount in the attached BOQ on the eprocurement portal. If found blank, the rates shall be considered inclusive of GST, without any clarification from the bidder.
- g. Tendered rates (Estimated cost) are inclusive of the GST, taxes and levies payable under the respective statues. However pursuant to the constitution (46th Amendment) Act 1982, if any further tax of levy is imposed by the statue, after the date of receipt of tenders, and contractors shall be reimbursed the amount so paid, provided such payment, if any is not, in the opinion of Executive Engineer, Himalayan Ganga Division, Central Water Commission, Haridwar (Uttarakhand) (whose decision shall be final and binding) attributable to delay in the execution of work within the control of contractor.
- h. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and allow inspection of the same by a duly authorized representative of Government.
- i. The contractor shall, within a period of 15 days of imposition of any further tax or levy pursuant to the constitution (46thAmendment) Act, 1982 give a written notice thereof to the Engineer- in Charge that the same is given pursuant to this condition, together with all necessary information relating therein.

Contents of Tender Document:

The contents of the tendering documents as listed below shall be read in conjunction with any corrigendum/addenda, if issued. All the components of the tender shall be considered as a single tender document and include:

- i. Notice Inviting Tender (CPWD-6)
- ii. Item rate tender & Contract for Works (CPWD-8)
- iii. Format for Acceptance
- iv. Schedules
- v. Information and Instructions to Tenderers/Bidders
- vi. Instruction for online bid submission
- vii. Scope of Work
- viii. Schedule of Quantities, Technical & Financial Bid Format.
- ix. Terms & conditions of Contract
- x. Other conditions
- xi. Contract/Agreement format
- xii. Standard Form/ Proforma

Tendering process

i. Marking and submission of tenders:

The tender shall be submitted online only.

Online Submission: The tenders should submit both "Technical bid duly signed & supporting document in respect of his eligibility for this tender" and "Financial Bid" online. The specifications should be same as given in this tender. Tenders must be submitted by the bidder online not later than the time and date specified in the NIT.

Online Submission:

No Hard copies of documents will be submitted by the bidder. Only online submission on the CPP portal will be accepted.

The Department may, at its discretion, extend this deadline for submission of tender by amending the tendering documents, in which case all rights and obligations of the Department and tenders previously subjected to the deadline will thereafter be subjected to the deadline as extended.

No tender may be withdrawn in the interval between the deadline for submission of tender and the expirations of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security.

ii. Opening of Bids

The bids shall be opened online on the date and time mentioned in the NIT. Online bids unaccompanied by the Tender Document Cost shall be archived and will not be opened.

Financial Bids of only those bidders who are found technically responsive (meeting the eligibility criteria) would be considered in the presence of tenderers or their representatives, who choose to be present online, or offline or both.

iii. Evaluation of tenders: -

The tenders will be evaluated on the basis of specification as given in the tender document and unit rate of each item and total cost.

- a) The Technical Bids (eligibility criteria) will be evaluated based on the document submitted by the bidder on Registration of Firm, availability of valid PAN and GST registration, similar completed works, track record, Turnover and past experience of the firm in providing similar services to Government/Semi-Government Agencies.
- b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document. Financial bids will be evaluated based on total cost of the work quoted by the bidders, and scrutiny of item wise rate.

iv. Compensation for delay

With maximum rate @ 1% (one percent) per week of delay to be computed on per day basis based on

quantum of damage suffered due to stated delay on the part of Contractor.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.

v. Award of work:

The successful bidder shall furnish, within 07 days of issue of the letter of acceptance of Tender, the Performance Guarantee for an amount equal to 3% of the tendered and accepted value of the work (without limit) in the prescribed form like Fixed Deposit Receipt (FDR) or Demand Draft of a Scheduled Bank/An irrevocable Bank Guarantee bond of any scheduled bank or the State Bank of India in the prescribed format (to be supplied to successful bidder later) pledged in favor of "Executive Engineer, Himalayan Ganga Division, Central Water Commission, Haridwar" valid up to 120 days beyond the date of expiry of the contract period. The contract period shall expire after 2 months from the date of issue of letter of acceptance. It may be noted that Contract/Agreement shall be signed with successful bidder only after submission of Performance Guarantee. No work should be started before signing of Contract/ Agreement. The period of 2 months shall be reckoned from the date of issue of letter of acceptance.

vi. Deviation Clause

- a. The number of Pages mentioned in Schedule of Works for each category is subjected to variation such that the overall deviation in quantities shall not exceed $\pm 30\%$ as mentioned in Clause of this NIT
- b. Payment shall be made as per actual work performed in site.

Instructions for Online Bid Submission

(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a general provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or 'Other Important Documents' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- a. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time. No consideration would be given to the bidder for any delay faced due to any other issues (viz. technical/server down etc.)i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- d. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- e. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- f. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

SCOPE OF WORK

- 1. Demolishing work of existing damaged structure.
- 2. Brick work in damaged long back wall of store.
- 3. Fixing of windows and doors as these has decayed.
- 4. Plaster work inside and outside of store.
- 5. Boundary wall of brick and RCC buttresses with foundation of Random Rubble stone masonry.
- 6. Providing and fixing of GI sheet.
- 7. Painting work for store structure.
- 8. Gate shifting downwards because its typical to enter vehicle inside office premises.

*Nearest Railway station to these sites is Rishikesh Railway Station, while this site is approachable via road.

The above-mentioned work has to done at Office of Junior Engineer CWC Rudraprayag under Himalayan Ganga Division, Central Water Commission, Haridwar (Uttarakhand).

The above Scope of Work shall be read in conjunction with Technical Specifications & Schedule of Quantities (Schedule-A) of this NIT for better clarity in understanding the scope of desired work.

General Points:

1. The contractor is advised to visit the site before bidding so as to get proper idea of the location/area, road connectivity, labor availability etc. to understand the actual quantum of work to be executed.

Schedule of Quantities

<u>Name of Work:</u> "Repairing of site store and boundary wall of Junior Engineer's office at Rudraprayag under Himalayan Ganga Division, CWC, Haridwar (Uttarakhand)"

SCHEDULE OF QUANTITY

SI.NO	DETAILS OF WORK	QUANTITY	UNIT	RATE	AMMOUNT
1	Demolishing brick work In cement mortar manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 meters lead as per direction of Engineer-in-charge.	11.74	cum		
2	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 meters lead.	148.39	sqm		
3	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete Of area 3 sq. metres and below and stacking within 50 metres lead.	7	no.		
4	12 mm cement plaster of mix : 1:4 (1 cement: 4 coarse sand)	207.64	sqm		
5	Providing and fixing pressed steel door frames conforming to IS: 4351, Profile B Fixing with adjustable lugs with split end tail to each jamb manufactured from commercial mild steel sheet of 1.60 mm thickness, including hinges, jamb, lock jamb, bead and if required angle threshold of mild steel angle of section 50x25 mm, or base ties of 1.60 mm, pressed mild steel welded or rigidly fixed together by mechanical means, including M.S. pressed butt hinges 2.5 mm thick with mortar guards, lock strikeplate and shock absorbers as specified and applying a coat of approved steel primer after pre-treatment of the surface as directed by Engineer in-charge:	11.1	mtr		
6	Providing and fixing 1mm thick M.S. sheet door with frame of 40x40x6 mm angle iron and 3 mm M.S. gusset plates at the junctions and corners, all necessary fittings complete, including applying a priming coat of approved steel primer. Using M.S. angels 40x40x6 mm for diagonal braces	8.04	sqm		
7	Providing and fixing panelled or panelled and glazed shutters for doors, windows and clerestory windows, fixing with butt hinges of required size with necessary screws, excluding panelling which will be paid for separately, all complete as per direction of Engineer-in-charge. (Note:-Butt hinges and necessary screws shall be paid separately) Second class teak wood 35 mm thick shutters	2.56	sqm		
8	Providing and fixing M.S. grills of required pattern Fixed to steel windows by welding in frames of windows etc. with M.S. flats, square or round bars etc. including priming coat with approved steel primer all complete.	66	kg		

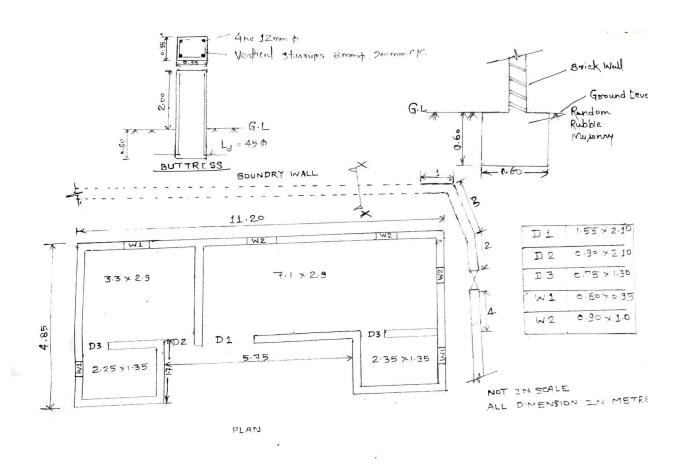
9	Providing and fixing 150 mm aluminum handles, ISI marked, anodized (anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required color or shade, with necessary screws etc. complete:	3	no.	
10	Painting on Steel surfaces with synthetic enamel paint of approved brand and manufacture of required color to give an even shade as directed by Engineer-in charge.	21.11	sqm	
11	Earth work in Ordinary rock in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead up to 50 m and lift up to 1.5 m, as directed by Engineer-in charge.	11.34	cum	
12	Random rubble masonry with Cement mortar 1:6 (1 cement : 6 coarse with sand hard stone in foundation and plinth including levelling up with cement concrete 1:6:12 (1 cement : 6 coarse sand : 12 graded stone aggregate 20 mm nominal size) upto plinth level	8.1	cum	
13	Brick work in Cement mortar 1:4 (1 cement : 4 coarse sand with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes.	15.87	cum	
14	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement: 1:1.5:3 (1 cement: 1.5 coarse sand(zone-III) derived from natural sources: 3 graded stone aggregate 20 mm nominal size derived from natural sources)	2.87	cum	
15	Thermo-Mechanically Treated bars of grade Fe-500D or more Steel reinforcement for R.C.C. work ready to use "cut and bend" rebars of approved make from factory/workshop to construction site including placing in position and binding all complete above plinth level	160.19	kg	
16	Centering and shuttering including strutting, propping etc. and removal of form Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	32.76	sqm	
17	Finishing with Deluxe Multi surface paint system Two or more coats applied on walls @ 1.25 ltr/10 sqm over and including one coat of Special primer applied @ 0.75 ltr/10 sqm for interiors and exteriors using Primer as per manufacturers specifications	222.95	sqm	
18	Finishing walls with new work (Two or more coats applied @ 3.84 kg/10 sqm) with water proofing cement paint of required shade	162	sqm	
19	Dismantling G.S. Sheet roofing including ridges, hips, valleys and gutters etc., and stacking the material within 50 meters lead	26.88	sqm	
20	Providing corrugated G.S. sheet roofing 1.00 mm thick with zinc coating not less than 275 gm/m² including	26.88	sqm	

	vertical / curved surface fixed with polymer coated J or L hooks, bolts and nuts 8 mm diameter with bitumen and G.I. limpet washers or with G.I. limpet washers filled with white lead, including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete (up to any pitch in horizontal/ vertical or curved surfaces), excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.			
21	Painting on corrugated G.S. sheet with synthetic enamel paint of approved brand and manufacture of required color to give an even shade	35.84	sqm	

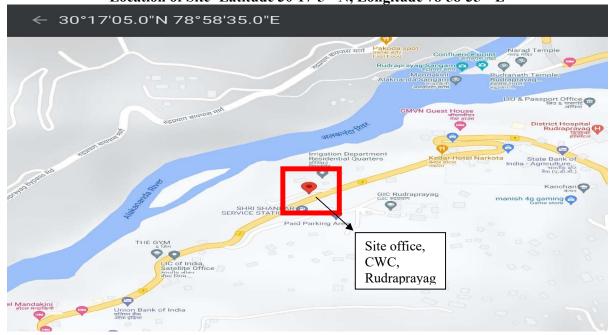
SCHEDULE OF CREDIT ON ACCOUNT OF DISMANTLED / DEMOLISHED UNSERVICEABLE MATERIAL

SI.NO	DETAILS OF WORK	QUANTITY	UNIT	RATE (IN Rupees)	AMMOUNT (IN Rupees)
1	Scrap of Door, Window and G.S. Sheets obtained from dismantled / demolished unserviceable items	Lumps	um	4000	4000

ENGINEERING DRAWINGS (Annexure – I)



Location of Site-Latitude 30°17'5" N, Longitude 78°58'35" E



Annexure-III

Technical Bid Check List

(To be furnished online only. Offline bids are not acceptable under this contract)

Filled technical bid check list should be uploaded with the technical bid on the e-procurement portal.

S.	Particulars	To be filled by the tenderer
No.	Name of the bidder	
2.	Postal Address of the Bidder	
۷.	Phone:	
	Mobile:	
	Fax:	
	Email:	
3.	Is your firm registered (provide valid registration certificate)	
4.	Date of establishment of the agency	
5.	Income Tax Permanent Account Number (PAN) (Attach proof)	
6.	Income Tax return filed (Attach proof)	
7.	GST Registration number (Attach proof)	
8.	Whether similar work as mentioned in the eligibility criteria were executed by the firm? (Attach work orders and completion certificates)	
9.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard)	
10.	Length of experience in the field	
9.	Experience in dealing in similar works with Govt. Departments (indicate the names of the Departments and attach copies of award of works/completion certificates)	
10	Whether agency profile is attached?	
11	List of present clients	
12	Financial turnover of the tendering company/firm/agency for the last 3 financial year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached).	

FINANCIAL BID

(To be furnished online only. Offline bids are not acceptable under this contract)

NIT No.: 07/01/HGD/2021/6779-84 dated 03.12.2021

To, The Executive Engineer, Himalayan Ganga Division Haridwar (Uttarakhand)

Subject: - Bid for "Repairing of site store and boundary wall of Junior Engineer's office at Rudraprayag under Himalayan Ganga Division, CWC, Haridwar (Uttarakhand)"—Reg.

Dear Sir,

With reference to your tender published on CWC website dated on 14.01.2022 the subject

mentioned above. I/We quote the rate for above mentioned work as under:

SI.NO	DETAILS OF WORK	QUANTITY	UNIT	RATE IN FIGURES (In Rupees)	RATE IN WORDS (In Rupees)	AMMOUNT IN FIGURES (In Rupees)	AMMOUNT IN WORDS (In Rupees)
1	Demolishing brick work In cement mortar manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 meters lead as per direction of Engineer-incharge.	11.74	cum				
2	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 meters lead.	148.39	sqm				
3	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete of area 3 sq. meters and below and stacking within 50 meters lead.	7	no.				
4	12 mm cement plaster of mix : 1:4 (1 cement: 4 coarse sand)	207.64	sqm				

5	Providing and fixing pressed steel door frames conforming to IS: 4351, Profile B Fixing with adjustable lugs with split end tail to each jamb manufactured from commercial mild steel sheet of 1.60 mm thickness, including hinges, jamb, lock jamb, bead and if required angle threshold of mild steel angle of section 50x25 mm, or base ties of 1.60 mm, pressed mild steel welded or rigidly fixed together by mechanical means, including M.S. pressed butt hinges 2.5 mm thick with mortar guards, lock strike plate and shock absorbers as specified and applying a coat of approved steel primer after pre-treatment of the surface as directed by Engineer in-charge:	11.1	meter		
6	Providing and fixing 1mm thick M.S. sheet door with frame of 40x40x6 mm angle iron and 3 mm M.S. gusset plates at the junctions and corners, all necessary fittings complete, including applying a priming coat of approved steel primer. Using M.S. angels 40x40x6 mm for diagonal braces	8.04	sqm		
7	Providing and fixing panelled or panelled and glazed shutters for doors, windows and clerestory windows, fixing with butt hinges of required size with necessary screws, excluding panelling which will be paid for separately, all complete as per direction of Engineer-incharge. (Note:- Butt hinges and necessary screws shall be paid separately) Second class teak wood 35 mm thick shutters	2.56	sqm		

8	Providing and fixing M.S. grills of required pattern Fixed to steel windows by welding in frames of windows etc. with M.S. flats, square or round bars etc. including priming coat with approved steel primer all complete.	66	kg		
9	Providing and fixing 150 mm aluminum handles, ISI marked, anodized (anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required color or shade, with necessary screws etc. complete	3	no.		
10	Painting on Steel surfaces with synthetic enamel paint of approved brand and manufacture of required color to give an even shade as directed by Engineer-in charge.	21.11	sqm		
11	Earth work in Ordinary rock in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead up to 50 m and lift up to 1.5 m, as directed by Engineer-in charge.	11.34	cum		
12	Random rubble masonry with Cement mortar 1:6 (1 cement: 6 coarse with sand hard stone in foundation and plinth including levelling up with cement concrete 1:6:12 (1 cement: 6 coarse sand: 12 graded stone aggregate 20 mm nominal size) up to plinth level	8.1	cum		
13	Brick work in Cement mortar 1:4 (1 cement: 4 coarse sands with common burnt clay F.P.S. (non-modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes.	15.87	cum		

14	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement: 1:1.5:3 (1 cement: 1.5 coarse sand(zone-III) derived from natural sources: 3 graded stone aggregate 20 mm nominal size derived from natural sources)	2.87	cum		
15	Thermo-Mechanically Treated bars of grade Fe- 500D or more Steel reinforcement for R.C.C. work ready to use "cut and bend" rebars of approved make from factory/workshop to construction site including placing in position and binding all complete above plinth level.	160.19	kg		
16	Centering and shuttering including strutting, propping etc. and removal of form Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.	32.76	sqm		
17	Finishing with Deluxe Multi surface paint system Two or more coats applied on walls @ 1.25 liter/10 sqm over and including one coat of Special primer applied @ 0.75 liter /10 sqm for interiors and exteriors using Primer as per manufacturers specifications	222.95	sqm		
18	Finishing walls with new work (Two or more coats applied @ 3.84 kg/10 sqm) with water proofing cement paint of required shade	162	sqm		
19	Dismantling G.S. Sheet roofing including ridges, hips, valleys and gutters etc., and stacking the material within 50 meters lead	26.88	sqm		

20	Providing corrugated G.S. sheet roofing 1.00 mm thick with zinc coating not less than 275 gm/m² including vertical / curved surface fixed with polymer coated J or L hooks, bolts and nuts 8 mm diameter with bitumen and G.I. limpet washers or with G.I. limpet washers filled with white lead, including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete (up to any pitch in horizontal/ vertical or curved surfaces), excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	26.88	sqm				
21	Painting on corrugated G.S. sheet with synthetic enamel paint of approved brand and manufacture of required color to give an even shade	35.84	sqm				
	Total (of items 1 to 21) Amount (In Rupees)						
	Deduction amount for schedule of credit (As mentioned at page no. 24)	Lumpsı	ım	(-)4000	Rupees Four thousand only	(-)4000	Rupees Four thousand only
	Net Amount (In Rupees)						

The above financial bid sheet is just for display, actual financial bid will be submitted online as per the BOQ attached with the tender on CPPP portal.

Contractors are required to fill the GST percentage in the attached BOQ on the e-procurement portal. If found blank, the rates shall be considered inclusive of GST, without any clarification from the bidder.

Any other points to be mentioned:

I/We accept all the terms and conditions of your Tender Notice referred to above. The above rate is inclusive of all Taxes payable to the Government except GST, which have been shown separately.

Yours faithfully, (Authorized Signatory) (with name/designation, contact No.& seal)

CONDITIONS OF CONTRACT

Definitions:

- 1. The **Contract means** the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
- (i) The expression **works or work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- (ii) The **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- (iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- (iv) The **President** means the President of India and his successors.
- (v) The **Engineer-in-charge** means the Executive Engineer, Himalayan Ganga Division, Central Water Commission, Haridwar (Uttarakhand) who shall supervise and be in charge of the work and who shall sign the contract on behalf of the President of India as mentioned in Schedule 'F' hereunder.
- (vi) Government or Government of India shall mean the President of India.
- (vii) The terms **Director General** includes Chief Engineer of the respective river basin of CWC.
- (viii) Accepting Authority shall mean the authority mentioned in Schedule 'F'.
- (ix) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, lockdown given the ongoing Covid-19 pandemic, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented flood, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.
- (x) Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits. (xi) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.
- (xi) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F'

hereunder, with the amendments thereto issued up to the date of receipt of the tender.

- (xii) **Department** means Central Water Commission (CWC) invites tenders on behalf of President of India as specified in schedule 'F'. "*Central Water Commission (CWC*)" means the organization headed by Chairman with headquarters at New Delhi and offices all over India.
- (xiii) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
- (xiv) **Tendered value** means the value of the entire work as stipulated in the letter of award.
- (xv) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

Scope & Performance:

3. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract. Any extra copies, if requested by the contractor, will be given on chargeable basis.

Works to be carried out:

4. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule-A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender:

5. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors:

- 6. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions
- 6.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:
 - (i) Description of Schedule of Quantities.
 - (ii) Particular Specification and Special Condition, if any.
 - (iii) Drawings.
 - (iv) CPWD Specifications.
 - (v) Indian Standard Specifications of B.I.S.
- 6.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of

the document and his decision shall be final and binding on the contractor.

6.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract:

- 7. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 7 days from the stipulated date of start of the work, sign the contract consisting of:
 - (i) Tender Document issued to the contractor and duly submitted by him duly signed;
 - (ii) Amendments/Corrigendum to the tender document, if any;
 - (iii) Letter of the contractor submitting the tender;
 - (iv) Other letters of the contractor and the departmental officers that were exchanged before the tender is accepted;
 - (v) Rate and Amount of tender/bid quoted by the contractor;
 - (vi) General Conditions of Contract (GCC) published by CPWD with latest amendments/correction slips;
 - (vii) Letter of the Executive Engineer communicating acceptance of the tender;
 - (viii)Letter of the Executive Engineer regarding commencement of the work;
 - (ix) Performance security;
 - (x) Other letters of the contractor and the departmental officers that were exchanged after the tender is accepted till the time of signing of this Contract/Agreement;

No payment for the work done will be made unless contract is signed by the contractor.

Interpretations:

Language: Shall be English only for the purpose of the contract.

Context: The singular and plural shall be interchangeable as per the context of the contract.

Contractor's responsibilities and obligations:

- a. The work shall be carried out as per the direction & satisfaction of the Engineer-in-Charge i.e. Executive Engineer, Himalayan Ganga Division, Central Water Commission, Haridwar (Uttarakhand). The contractor shall take direction/instruction from Engineer-in-Charge only in writing on any matter regarding carrying out the work. Any consequence arising out of action taken by contractor on any direction/instruction taken from anyone other than Engineer-in-Charge shall be borne by contract or only.
- b. The contractor shall be solely responsible for payment of levies and taxes due to the Government at the rates fixed by the Government.
- c. The contractor shall be solely responsible to follow all Rules & Regulations and Directions mentioned in General Conditions of Contract, 2020 (latest) and Standard C.P.W.D. Form as mentioned in Schedule 'F' consisting of:
 - (a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with thereto.
 - (b) C.P.W.D. Safety Code.
 - (c) Model Rules for the protection of health, sanitary arrangements for workers employed by CPWD or its contractors.
 - (d) CPWD Contractor's Labour Regulations.
 - (e) List of Acts and omissions for which fines can be imposed.

Department's responsibilities and obligations:

- The CWC will assist in access to sites and supervise the work.
- Approve Work Programme submitted by the contractor.
- Make payment for the work executed under the provision of contract.

Taxes and Duties:

The TDS and GST shall be deducted at source as per the prevailing Government rules from time to time and the necessary certificate to that effect shall be issued on request.

Performance Guarantee/Security Deposit:

Earnest Money Deposit: EMD is exempted for all the bidders as per GoI OM No. F.9/4/2020-PPD dated 12.11.2020. However, the bidder has to submit the "Bid Security Declaration" form as attached with this tender

Performance Guarantee: Performance Guarantee for an amount equal to 3% of the tendered and accepted value of work (without limit) in the prescribed form valid up to 120 days beyond the date of expiry of the contract period should be submitted within 07 days of issue of the letter of acceptance.

Security Deposit: A sum @ 2.5% of the gross amount of the bill would be deducted from each running bill and as well as from the final bill of the contractor.

Advances: No advance payment will be made under this contract.

Observance of Law:

- a. The contract shall be construed and operated as an Indian contract and as per Indian law applicable form time to time.
- b. The parties to the contract shall protect and indemnify each other against all claims or liabilities arising from the action of violation of all such laws.
- c. The contractor shall observe all the labour and mercantile laws which may all not be mentioned below but are pertinent to this work.

<u>Notices:</u> Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered post, speed post, personal or courier deliveries. The transmission by electronic data exchange (fax, email) shall be confirmed in writing. Any change in the address etc. shall be communicated within 10 days to the other party.

<u>Disputes:</u> The decision of the *Department* shall be final regarding the quality and progress of work, the other aspects arising out of the work shall only be referred as disputes. The contractor may address its intension with evidence for the settlement of dispute in writing to the *Department*. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

<u>Settlement of Disputes:</u> The settlement of all the disputes of any kind arising out of the contract shall be first through a mediator and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.

SPECIAL CONDITIONS OF CONTRACT

- 1. Technical & Financial bids should be address to Executive Engineer, Himalayan Ganga Division, Central Water Commission, Haridwar (Uttarakhand), and submitted online through e-procure web site before due date and time.
- 2. Tender shall remain valid for a period of 90 (ninety) days from the date of opening.
- 3. The Executive Engineer, Himalayan Ganga Division, Central Water Commission, Haridwar (Uttarakhand) does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders either in whole or in part without assigning any reasons for doing so.
- 4. Each page of the Tender Documents is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specifications, Special conditions etc. as laid down. Any tender with any of the documents not so signed will be rejected.
- 5. The tender submitted on behalf of a 'firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract otherwise the tender is liable to be rejected.
- 6. The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing, or unsigned the tender will be considered invalid
- 7. All erasures and alterations made while filling the tender must be attested by initials of the Tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender void. No request for any change in rule or conditions after the opening of the tender will been entertained.
- **8.** The contractor must not assign the contract. He must not subject any portion of the contract except with the written consent of the Employer failing which the Employer may serve a notice in writing rescinding the contract whereupon the security deposit shall stand forfeited and at absolute disposal of the Employer.
- 9. Tenderer must include in their rates, sales tax, excise duty, octroi, VAT, etc., on work contract and any other tax and duty levied by the Central Govt or Local Body or any State Govt. if applicable. No claim in respect of any tax or levy shall be entertained by the Employer.
- 10. The successful tenderer is bound to carry out any items of work necessary for the completion of job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and the quantities, if needed, will be issued in writing by the Employer.
- 11. Prices shall remain firm and free from variations due to rise and fall in the cost of materials, machines and labour or any other reasons whatsoever whether during the stipulated period of execution or during extended period of completion.
- 12. Rate quoted shall be valid for six months after virtual completion of above work and additional works as may be required may be undertaken on quoted rated by the firms. The firm shall be bound to undertake the same at their quoted rates up to six months after virtual completion of above work. This period may be further extended after mutual agreement by both parties.
- 13. The agency shall aware themselves of the work before tendering.
- 14. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials procured by the contractor and nothing extra shall be payable to the contractor on their accounts.

- 15. The full nomenclature of items shall be adopted in preparing abstract of final bill in the measurement book and also in the bill form for final bill.
- 16. Within 07 days of award of work, the agency shall submit the method statement as how he proposes to execute the work with quality and specification, sequencing of Items etc. for approval of Engineer-in Charge.
- 17. The contractor, through his engineer, shall ensure quality work in a planned and time bound manner. Any sub-standard Material/Work beyond set out tolerance limits shall be summarily rejected by the Engineer-in-Charge.
- 18. The work shall be executed as per the reports, documents, drawings provided by the Engineer –in- Charge. No claim for idle labour shall be entertained, nor, any claim on account of the delay in completion of the work shall be liable.
- 19. Contractor has to complete the work within two months from issue of letter of commencement.
- **20.** Contractor or his authorized representative should always be available at the office of Engineer In-charge/JE (Rudraprayag), Central Water Commission, Near Purani Tehsil, Rudraprayag-246171 for taking instructions etc. when called upon.
- 21. No payment will be made to the contractor for damage caused by rains, or other natural calamity during the execution of the works and no such claim on this account will be entertained.
- 22. Work: All work shall be supervised by the contractor including his duly authorized representatives. Contractor shall provide materials and workmanship to the best of their representative kind, and shall be fully responsible for executing the work as per prescribed specifications, latest BIS Codes of Practice and Drawings.
- 23. The Engineer-in-Charge will examine the work executed from the point of view of scope of work and specifications for the various items before the work is finalized. If during any of the visit, use of sub-standard material or improper workmanship is noted by the Engineer-in-Charge or his superiors, the same shall also be promptly rectified on getting a written notice to do so.
- 24. No escalation shall be paid to the contractor beyond the quoted rates under any circumstances.

Annexure-IV

CONTRACT/AGREEMENT FORM

This Contract/Agreement (Agreement no : 07/01/HGD/2021/6779-84 dated 03.12.2021) made on theday of2022 between the Executive Engineer (for and on behalf of the President of India), Himalayan Ganga Division, Central Water Commission, N-81 Shivalik Nagar, Haridwar (Uttarakhand) - 429403 (name or address of the Department) (hereinafter called "the First Party)" and (name and address of the contractor) (hereinafter called "the Second Party"). WHEREAS the First Party is desirous that the Contractor executes the work "Repairing of site store and boundary wall of Junior Engineer's office at Rudraprayag under Himalayan Ganga Division, CWC, Haridwar (Uttarakhand)" (hereinafter called "the works") and the First Party has accepted the Bid by the Second Party for a contract price of Rs
Now, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:
1. In consideration of the payments to be made by the First Party to the Second Party is hereinafter mentioned, the Second party hereby covenants with the First Party for carrying out the works as mentioned in conformity in all aspect with the provisions of the contract. The First Party hereby covenants to pay the Second Party in consideration for the above-mentioned work.
 2. The following documents shall be deemed to form and be read and construed as part of this contract, viz.: a) Tender Document issued to the contractor and duly submitted by him after duly signed; b) Amendments/Corrigendum to the tender document, if any; c) Letter of the contractor submitting the tender; d) Other letters of the contractor and the departmental officers that were exchanged before the tender is accepted; e) Rate and Amount of tender/bid quoted by the contractor; f) General Conditions of Contract (GCC) published by CPWD with latest amendments/correction slips; g) Letter of the Executive Engineer communicating acceptance of the tender; h) Letter of the Executive Engineer regarding commencement of the work; i) Performance security; j) Other letters of the contractor and the departmental officers that were exchanged after the tender is accepted till the time of signing of this Contract/Agreement; IN WITNESS WHEREOF the parties have caused this Contract to be executed the day and year first before written. Binding signeture of First Party Signed by
before written. Binding signature of First Party Signed by (for and on behalf of the President of India)
Binding signature of Second Party signed by
(1) (2)

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

Γο,
The President of India
WHEREAS
AND WHEREAS it has been stipulated by you in the said contract that the bidder shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;
AND WHEREAS we have agreed to give the bidder such a bank guarantee;
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the bidders, up to a total of
We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
This guarantee shall be valid until the day of, 2022.
(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

The Executive Engineer, Himalayan Ganga Division, CWC Haridwar (Uttarakhand).

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No.: 07/01/HGD/2021/6779-84 dated 03.12.2021

Name of Tender/Work: "Repairing of site store and boundary wall of Junior Engineer's office at Rudraprayag under Himalayan Ganga Division, CWC, Haridwar (Uttarakhand)"

Dear Sir.

- 2. I / We hereby certify that I / we have read the tender document of above-mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your division/ organization, if any, too have also been taken into consideration, while submitting this acceptance letter.
- 4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality /entirely.
- 5. In case any provisions of this tender are found violated, your Division/ organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated]

Date: NIT No.: 07/01/HGD/2021/6779-84	dated 03.12.2021
To, The Executive Engineer, Himalayan Ganga Division, CWC Haridwar (Uttarakhand).	
We, the undersigned, declare that:	
We know that the bid should be supported by a Bid Security Declaration in conditions.	accordance with your
We accept to automatically be suspended from being eligible for bidding in any the validity period of above tender, if we are in breach of our obligation(s) und below:	
After having been notified of the acceptance of our bid by the Contracting Authobid validity,	rity within the period of
 We withdraw or modify the bid or We failed or refused to furnish a Performance Security in accordance w or We failed or refused to sign the Contract or We fail to execute the work 	ith the tender document
We know that this Bid-Securing Declaration will expire, if contract is not awarded	d to us, upon:
 our receipt of your notification to us of the name of the successful Bidder twenty-eight days after the expiration of our Bid or any extension to it. 	;; or
Signed: In the capacity of Name:	
Duly authorized to sign the bid for and on behalf of: Dated on day of month, year	