



भारत सरकार
Government of India
जल शक्ती मंत्रालय
Ministry of Jal Shakti

जल संसाधन, नदी विकास एवं
मंगा संरक्षण विभाग
Department of Water Resources, RD & GR

केन्द्रीय जल आयोग
Central Water Commission

e-TENDER for Demolishing the existing tiles, waterproofing the concrete roof, and Replacement with new terrace tiles with Re-plastering work in terrace of Sangamam Complex Building, CSRO, CWC, Coimbatore.

[Two Envelope with e-Bidding]



Southern Rivers Division, Central Water Commission, Coimbatore

TENDER NO: NIT No:02/SRD/CWC/2023-24 dated 11.09.2023.
Certified that this tender document contains 26 pages only.

L. P. Kumar
11/09/2023
Executive Engineer
Southern Rivers Division



NIT NO: 02/SRD/CWC/2023-24

Dated: 11.09.2023.

Notice Inviting e-tender.

e-TENDER for Demolishing the existing tiles, waterproofing the concrete roof, and Replacement with new terrace tiles with Re-plastering work in terrace of Sangamam Complex Building, CSRO, CWC, Coimbatore.

On behalf of the President of India, Executive Engineer, Southern Rivers Division, Central Water Commission, Coimbatore invites online bids for tendering from the eligible contractors who have carried out similar works in CWC, other Govt. offices, PSUs & any other reputed firms for the following work.

1	काम का नाम/Name of work	Demolishing the existing tiles, waterproofing the concrete roof, and Replacement with new terrace tiles with Re-plastering work in terrace of Sangamam Complex Building, CSRO, CWC, Coimbatore.
2	अनुमानित लागत/Estimated Cost	Rs.5,64,556/-
3	अग्रिम धन/Earnest Money:	Rs.11,300/-
4	निविदा की लागत/Cost of Tender	Nil
5	वितरण अवधि/Delivery Period:	45 Days from the date of issue of Work Order

1. Tender documents can be downloaded from the Central Public Supply Portal <http://eprocure.gov.in/eprocure/app>.

CRITICAL DATE SHEET

Date of Publishing	11-09-2023 at 18.00 hrs
Bid Document Download Date	11-09-2023 at 18.30 hrs
Bid Submission Start Date	11-09-2023 at 18.30 hrs
Bid Submission End Date	18-09-2023 at 18.30 hrs
Bid Opening Date	21-09-2023 at 11.00 hrs

1. Bids received on CPP portal (<http://eprocure.gov.in/eprocure/app>) will only be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.
2. The bidder should fulfill the following eligibility criteria:
 - a. The tenderer should have a valid registration with CPWD, P&T, MES, and state PWD & Irrigation Departments.
 - b. Average Annual Financial Turnover during last three years should be more than 15 lakhs.
 - c. The tenderer shall have a valid GST number.
 - d. The tenderer shall have a valid PAN number.
 - e. Should have successfully supplied similar Works during the last three years. (Copy of work order / Performance Certificate should be attached).

3. The location of work is at **Sangamam Complex Building, CSRO, CWC, Coimbatore.**
4. Bids shall be submitted online only at the CPPP website <https://eprocure.gov.in/eprocure/app>
5. Bidders are advised to follow the "Special Instructions to the Contractors/Bidders for the e-submission of the bids online" available through the link 'Help for Contractors' at the e-Procurement Portal <https://eprocure.gov.in/eprocure/app>.
6. The bidder shall not modify the downloaded tender form including the downloaded price bid template in any manner. In case any tender form/Price bid template is found to be tampered with/modified in any manner, such bid will be summarily rejected, EMD would be forfeited, and the bidder would be liable to be banned.
7. Bidders are advised to check the CPPP website <https://eprocure.gov.in/eprocure/app> at least 1 day before the closing date of submission of tender for any corrigendum, addendum, or amendment to the tender document.
8. **Tender Fee and EMD:** The Tender fee are **NIL** and Earnest Money Deposit of **Rs.11,300/- (Rupees Eleven Thousand Three Hundred only)** are to be submitted in the form of Demand draft **(DD)** in the name of **Executive Engineer, SRD, CWC, Coimbatore** payable at Coimbatore. Both should reach this office on or before opening of tender.
9. The firm whose bid is accepted will be required to furnish a performance guarantee of 5% (Five percent) of the tendered amount within the period specified in Schedule 'F'. This guarantee shall be in the form of deposit at call receipt of a scheduled bank/ fixed deposit receipt of a scheduled bank/ demand draft of scheduled bank/bank guarantee issued by a scheduled bank in accordance with the prescribed form. In case the firm fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the contractor will be suspended from being eligible for bidding in any contract with the Purchaser for the period of five years.
10. Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
11. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reasons.
12. All bids in which any of the prescribed conditions are not fulfilled or any condition including that of the conditional rebate is put forth by the bidders shall be summarily rejected.
13. Canvassing whether directly/ indirectly, in connection with tender is strictly prohibited and the tender submitted by a Tenderer who resorts to canvassing is liable to rejection.
14. The competent authority on behalf of the President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall bound to perform the same at the rate quoted.
15. **Validity Period of Tender:** The offer for the work shall remain valid for acceptance for a period of 90 (Ninety) days from the date of opening of online bids.
16. If any firm withdraws its bid before the said period or issues of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, the bidders shall not be allowed to participate in the re-bidding process of the work
17. It is suggested that the tenderer may acquaint themselves with the requirements of the work before submitting the tender.
18. No deviation in the payment terms mentioned in the tender document is permissible. The tenderer shall be deemed to agree with the payment terms mentioned in the tender document for submission of the bid.
19. The signing of the Contract Agreement.

The Notice inviting tender, all documents including General terms & conditions, any corrigendum to this tender, 'Clauses of Contract', 'Special Terms & Conditions', 'Scope of Work & Specifications' and 'Drawings', etc. (if issued by the O/o Executive Engineer, Southern Rivers Division, Central Water Commission, Coimbatore) shall form part of the tender as issued at the time of invitation and rates quoted at the time of submission of tender and acceptance thereof together with any correspondence leading thereto.

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अधिशसी अभियंता (Executive Engineer)
भारत के राष्ट्रपति की ओर से (For and on behalf of President of India)

प्रतिलिपि/ Copy to:

1. The Superintending Engineer, CSRC, CWC, Bangalore for information please.
2. The SDE, MCSD/LCSD/VSD for information.
3. Accounts Branch, SRD, CWC, Coimbatore.
4. Notice Board, SRD, CWC, Coimbatore.

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Tender Key Events and Dates

1.	Tender Inviting Authority Designation/ Address	Executive Engineer, Southern Rivers Division, Central Water Commission, Sangamam Complex, Gandhimaanagar, Peelamedu, Coimbatore-641004
2.	Mode of Submission of tender	The bids are to be submitted online through the e-Supply portal only. (http://eprocure.gov.in/eprocure/app). Bids submitted manually will not be accepted. The bidders would be required to register on the website which is free of cost.
3.	Addressee and address at which documents are to be submitted. (Original EMD in form of DD)	Executive Engineer, Southern Rivers Division, Central Water Commission, Sangamam Complex, Gandhimaanagar, Peelamedu, Coimbatore-641004
4.	Job requirement	Demolishing the existing tiles, waterproofing the concrete roof, and Replacement with new terrace tiles with Re-plastering work in terrace of Sangamam Complex Building, CSRO, CWC, Coimbatore.
5.	Language(s) in which items to be printed	English
6.	Validity of the Tender	90 Days
7.	Issuance of the Tender	Bid Documents can be downloaded from from the Central Public Supply Portal http://eprocure.gov.in/eprocure/app
8.	Cost of Tender Document	Nil
9.	Last date & Time for submission of Bids Online	18-09-2023 at 18.30 hrs
10.	Earnest Money Deposit amount payable	Rs. 11,300/- in form of Demand Draft in favour of Executive Engineer, SRD, CWC, Coimbatore
11.	Date, Time, and Place of Public Online Tender Opening Event	Online Opening of bid shall commence at 21 -09-2023 at 11.00 hrs On the opening date, the bidder can login and see the bid opening process. After opening the bids, he/she will receive the competitor bid sheets.
12.	Performance guarantee	The successful bidders will have to deposit an amount equal to 5% of the tendered amount and accepted value of the work (without limit) as a Performance Guarantee in the form of F.D.R within the time mentioned in letter of acceptance.
13.	Delivery Period and Place	45 Days from the date of work order. Delivery place: SRD/CWC/Coimbatore.

Chapter 1 – Instructions to Bidders

1. General Conditions

1. Before submitting the tender, the bidder must ensure that it has understood the exact contract work of the competent authority. ***In the case of any discrepancy or ambiguity felt by the bidder in the scope of work, and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing by the bidder and in turn to get that clarified from the competent authority in writing at least three days before the last date of tender submission.*** In the case of no such clarification required by the bidder, it will be construed that all the requirements of the competent authority are understood by the bidder. No communications will be entertained in this regard at any stage of work after the opening of the tenders.
2. Not more than one tender shall be submitted by contractor/ bidder or suppliers having a business relationship. Under no circumstances will the father and his son (s) or other close relations who have a business relationship with one another (i.e, when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
3. The bidder who has downloaded the tender from the Central Public Supply portal (CPPP) website <https://eprocure.gov.in> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if same is found to be tampered /modified in any manner, the tender will be completely rejected and EMD shall be forfeited.
4. Intending bidders are advised to visit again the CPPP website <https://eprocure.gov.in/eprocure/app> at least 1 day prior to closing date of submission of tender for any corrigendum/ addendum/amendment.
5. Bids will be opened as per Date/Time as mentioned in the Tender Key Event Sheet.
6. No bidder will be allowed to amend or withdraw any terms and conditions/parts or whole /quoted prices of its tender under any circumstances after submission of the tender.
7. The competent authority 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.
8. 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/purchases.
9. The bidders are expected to understand the forms, terms, specifications, and other details mentioned in the tender document.
10. Each bidder is entitled to submit only one set of tenders. The tender document is non-transferable.

11. The bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own initiative may modify the scope of work or any condition of the tendering documents by amendments.
12. At any time prior to the deadline for submission of tenders, the competent authority, for any reason, whether at its own initiative may modify the scope of work or any condition of the tendering documents by amendments.
13. The bidders must quote the rates keeping in mind all the terms and conditions mentioned in this document.
14. The valid means of communication for this tender shall be in writing a letter through e-mail or fax followed in original by speed/registered post.
15. The Director(s)/Owners of the tendering firms having near relative working at the Gazetted rank post in CWC are debarred from tendering. Any breach of this condition would result in the blacklisting in all future works by the Central Water Commission.
16. The tendering firm may ensure that it has no engineer of Gazetted rank, earlier employed in CWC (who has not completed two years after his retirement or leaving of services) and is on its Board of Directors. Such firms are debarred from participating in tendering. Such a tender is liable to be rejected at any stage of work.
17. It is suggested that the bidders acquaint themselves with the requirements of the work before submitting the tender.
18. No deviation in the payment terms mentioned in the tender document is permissible. The tenderer shall be deemed to agree with the payment terms mentioned in the tender document for submission of the bid.
19. The words “bid” and “bidding” have been used interchangeably with the words “tender” and “tendering” respectively. The term “contractor” has been used interchangeably with “supplier”.
20. For this tender the Contract agreement with the successful tenderer shall comprise of:
 - a. The tender form and financial bid submitted by the bidder.
 - b. Tender document.
 - c. Amendment to the tender document
 - d. Post tender opening correspondences; and
 - e. Competent authority’s notification of award of the contract
21. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of the bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If

L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 20% of total value.

2. Eligibility Criteria for the Bidders

- a. The bidder should have a valid registration with anyone of the firm like CPWD, P&T, MES, and state PWD & Irrigation Departments.
- a. Average Annual Financial Turnover during last three years should be more than 15 lakhs.
- b. The bidder shall have a valid PAN & GST number.
- c. Should have successfully carried out similar Works during the last three years. (Copy of work order / Performance Certificate should be attached).
- d. In Compliance with Public Procurement Policy (Preference to Make in India), Order 2017, Revision date: 16.09.2020, Only Class-I local suppliers with minimum 50% local content shall be eligible to bid in this tender.

3. Submission of Documents

- 1) The following documents are to be furnished online as **Technical Bid (COVER I)** by the bidder.
 - i. Scanned Copy of EMD as Demand Draft for **Rs. 11,300/- (Rupees Eleven Thousand Three Hundred Only)**
 - ii. Signed copy of registration certificate.
 - iii. Signed copy of PAN & GST number of the bidder.
 - iv. Signed original undertaking by the bidder on his letter head of **not being blacklisted** and no-show cause notice issued by any government department.
 - v. Signed copy of tender document (each page).
 - vi. Signed copy of similar Work order/ completion certificate /performance certificate (Govt./PSU).
- 2) The following documents are to be furnished online as **Financial Bid (COVER II)** by the bidder:
 - a) Bill of Quantities (BoQ) (using the Schedule uploaded with the bidding documents) wherein the rates shall be entered online. Upon entry of unit rates for all the items, total Bid Price would be calculated automatically by the System and displayed.
- 3) The bidder must submit following documents in hard copy in a sealed envelope in office before last date and time of opening of Online bid otherwise, the bid will not be considered for opening and will be rejected:
 - a) Cost of Tender Document and EMD in the form of DD in original.

4) Period of Validity of Tenders

The Tender shall remain open for acceptance for a period of 90 days from the date of opening of the tenders. In exceptional circumstances, the competent authority may solicit the tenderer's consent to an extension of the period of validity. The request and the responses there to shall be made in writing. The tender security provided shall also be suitably extended. The bidder may refuse the request without forfeiting its EMD.

5) Cost of Tender Document

The bid documents shall be downloaded free of cost from the CPP Portal.

6) Earnest Money Deposit (EMD)

Earnest Money Deposit (EMD) must be submitted after issue of tender and before due date and time of opening of tender i.e., -----

EMD shall be submitted by all bidders except Micro & Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of MSME are registered with the Central Purchase Organisation or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP).

6.1 The EMD will be forfeited if.

- (i) a Bidder withdraws/modify its tender during the period of tender validity i.e., till the date of award of the tender; or
- (ii) in case of a successful Bidder if the Bidder fails:
 - a) to sign the contract within 15 (fifteen) days of the issuance of the notification for award of tender; or
 - b) to furnish the specified performance security within the time specified.

Refund of EMD: EMD furnished by all unsuccessful tenderers will be returned to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 days after conclusion of the contract. EMD of the successful tenderer should be returned, without any interest whatsoever, after receipt of performance security from it as called for in the contract.

7) Contents of Tender Document:

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

- (i) Notice Inviting Tender
- (ii) Instructions to the Bidder
- (iii) Conditions of the Contract
- (iv) Schedule of requirement
- (v) Specifications and allied technical details.
- (vi) Price schedule
- (vii) Performance Security Forms/Earnest Money Deposit.

8) Tendering Process

a) Electronic Submission of Bids, and Submission of Original Documents:

Bids, both Technical and Financial Parts, shall be submitted online on the e- Supply Portal (CPP Portal). Detailed guidelines for viewing Bids and submission of online Bids are given in the CPP Portal. Any Bidder can log on to this CPP Portal and view the NIT and details of Works/Goods for which Bids are invited. However, every Bidder has to enroll/register in the CPP Portal and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any Authorized Certifying Agency. The Bidder should register in the CPP Portal using the relevant option available. Then the Digital Signature registration must be done with the e-token, after logging onto the website. The Bidder can then log in the CPP Portal through the secure login by entering the password of the e-token & the user id/ password chosen during registration. The Bidder should go through the Bidding Document carefully and submit the specified documents, along with the Bid otherwise the Bid may get rejected.

b) Opening of Bids:

Bids will be opened online as per specified date & time.

c) Prices

Prices quoted by the tenderer shall be fixed and not subject to variation on any account and shall be inclusive of all taxes, duties, transportation charges etc., The transportation and handling of equipment's from the premises of the supplier to the facility of the competent authority (as per schedule A- Schedule of Quantities) is the responsibility of the bidder. No extra charges are payable on this account. The prices should be given as per the format given in the price schedule (BoQ).

1. All prices should be in Indian Rupee.
2. The amount will be automatically calculated by the e-Supply System both in figures and in words.
3. The tenderer should quote for all the items mentioned in the schedule of requirement. The tenders not quoting for all the items are liable to be rejected.
4. The tender for the works shall remain open for acceptance for a period of 90 (Ninety) days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to government, then the government shall without prejudice to any other right or remedy, be at liberty to suspend the tenderer for next 5 years as per Earnest money Deposit.

d) Non-Conformities between the figure and words of the Quoted prices

The e-Supply System automatically calculates the total amount from unit rates and quantities. The System also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.

e) Evaluation of Tenders:

The tenders will be evaluated based on specifications/required documents as given in the tender document and unit rate of each item and total cost.

- a) The Technical Bids will be evaluated based on the track record and experience of the firm in providing similar work/ 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. Further, if the same lowest rate is quoted by more than one eligible firm, the selection will be based on the draw of lot.
The competent authority does not bind himself to accept the lowest or any other tender.

f) Award of Contract

1. The competent authority shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

CHAPTER 2 – CONDITIONS OF CONTRACT

Definitions & Interpretations

Goods: means the Equipment's related to civil works and other items to be provided at the competent authority's facility under the contract.

EE / Competent Authority: means *Executive Engineer, Southern Rivers Division, CWC, Coimbatore.*

Contract: means the agreement reached by the Competent Authority and the supplier for the purpose of the work mentioned in this document. All documents, letters, Correspondences exchanged for this work shall be the part of the contract.

Contract Price: The cost of goods identified in the supplier proposal is included in the Contract price in their entirety. This will include such additions/deductions made under variation order as allowed under this contract.

Notices shall be deemed to include any approvals, consents, instructions, certificates, and clarifications to be given under this contract.

Competent Authority: The President of India through the *Executive Engineer, Southern Rivers Division, Central Water Commission, Sangamam Complex, Gandhimaanagar, Peelamedu, Coimbatore-641004.*

Contractor: The contractor is the agency of the successful tenderer with whom the competent authority enters a contract for the supply of work detailed in this document.

The Period of Work is the period during which the contractor is liable to provide work without any additional cost to the competent authority.

Non-Responsive tender: Any tender not meeting all the requirements mentioned in the tender document.

Interpretations

Language: shall be English only for the purpose of this contract

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

Contractor's responsibilities and obligations

- a) The Contractor is responsible for conducting all contracted activities with due care and diligence, in accordance with the contract and using state-of-the-art methods and economic principles and exercising all reasonable means to achieve the performance specified in the contract.
- b) The Contractor is obliged to work closely with the competent authority and abide by directives that are consistent with the terms of the contract.

Competent Authority's responsibilities

- a. The competent authority will ensure the accuracy of all information.
- b. The competent authority will ensure the availability of site for supply of Items.
- c. The competent authority does not bind himself to accept the lowest tender.
- d. The equipment which does not qualify with sought technical specifications would be rejected.

Duration of Contract

The period of operation of the contract shall be till the supply of works to the satisfaction of the competent authority.

Program of work

- a. Immediately after the signing of the contract, the contractor shall make necessary arrangements for the supply of work at the consignee locations mentioned in Schedule A - Schedule of requirements.
- b. The time allowed for carrying out the work will be 45 days from the date of Work order in the accordance with the phasing.
 - i) The contractor shall not, without the Competent authority's prior written consent, disclose the contract, or any provision thereof, or any specification or information furnished by or on the behalf of the competent authority in connection therewith, to any person other than a person employed by the contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for the purposes of such performance.
 - ii) Any document other than the contract itself shall remain the property of the competent authority and all copies thereof shall be returned to the competent authority on termination of the contract.
 - iii) The contractor shall not, without the competent authority's prior consent, make use of any document or information enumerated in this document except for the purpose of fulfilling the contract.

Other Conditions of Contract

- a) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India.
- b) The contractor should conduct a demonstration if required at the site/place where the equipment shall be supplied at the time and date decided by *Executive Engineer, SRD, CWC, Coimbatore*.
- d) The net rate quoted per item/unit of work shall be for competent authority destination, which should include all taxes, insurance, freight charges etc. While quoting a rate, this point should be kept in time.
- e) The goods to be supplied should be of good quality and as per technical specifications.
- f) The bidder should carefully study and understand all the bid specifications, commercial, technical, and general conditions.

- g) The materials should be supplied as per Govt. rules and regulations.
- h) The competent authority on behalf of President of India does not bind itself to accept the lowest or any tender and reserves its right to reject or postpone any or all the tenders received without the assignment of any reason. All tenders for whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- i) Canvassing, whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing will be liable to rejection and will be treated as disqualification.
- j) The competent authority reserves the right to reject any tender based on inferior quality.

Force Majeure

- (i) For purposes of this clause "Force Majeure" will mean an event beyond the control of the contractor and not involving the contractor's fault or negligence. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (ii) If a force Majeure situation arises, the contractor shall promptly notify the competent authority in writing of such condition and the causes thereof. Unless otherwise directed by the competent authority in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- (iii) If an event of Force Majeure continues for a period of ninety (90) days or more, the parties may by mutual agreement, terminate the contract without either party incurring any further liabilities towards the other with respect to the contract, other than to effect payment for product already delivered or services already performed.
- (iv) No claim or increased costs are attributable for the Force Majeure.

Warranty

The Tenderer warrants that the works supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The tenderer further warrants that all works supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Tenderer that may develop under normal use of the supplied works in the conditions prevailing in the country of destination.

The terrace water proofing chemical 2 coat should have warranty for a period of minimum of 5 year or more than 5 years from the date completion of work and if any defect arises during the warranty period the firm is bound to rectify fault or/and replace the faulty items immediately without any extra cost.

Contract Price

Prices quoted by the tenderer shall remain fixed and not subject to variation on any account and shall be inclusive of all taxes, duties, octroy, transportation charges etc including GST. Any variation in the GST will be paid/ deducted on submission of documents. The transportation of goods is the responsibility of the tenderer, and no extra charges are payable on this account. The prices should be given as per the format given in the price schedule.

Terms of Payment

- a) The payment shall be made on Quantity with required quality & specification at the competent authority's premises as identified in chapter 3 to the satisfaction of the competent authority and as per the terms and conditions of the contract.
- b) The payment shall be made after successful completion of all work in all ways at the consignee location as specified in Schedule A: Schedule of Quantity.
- c) After completion of work the pre-receipted bill (In duplicate) may be submitted by the Contactor to the Department.
- d) The payment shall be made by e-payment only as per the bank details provided by the bidder.
- e) TDS on income Tax, GST at applicable rates will be deducted from the bill.

Tax and Duties

All the existing and new taxes, levies, custom and other charges levied on the goods and services rendered by the Supplier shall be borne by the supplier only within the quoted rates.

Advances

No advance payment is payable under this contract.

Termination of Contract

A. For Competent authority's convenience

The competent authority can terminate the contract at any time by giving a notice of 7 days to the Contractor. The Contractor shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived.

B. For Contractor Default

1. The Competent authority without prejudice to any other rights or remedies it may possess may terminate the contract.
 - i. If the Contractor becomes bankrupt or insolvent.
 - ii. If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
 - iii. If the Contractor neglects its obligations under this contract.
 - iv. If the Contractor has furnished any false, document.
2. The Competent authority may without prejudice to any other right issue a notice of termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the Contractor to carry out specified work may be sufficient grounds for termination of the contract by the competent authority.

C. Termination by Contractor

The contractor can terminate the contract with 15 days' notice only in case:

- The Contractor is unable to carry out its obligations of the contract for any reason attributable to the competent authority. For this the contractor will be suspended from being eligible for bidding in any contract with the competent authority for the period of five years.

Liquidated Damages

- **Penalty for faulty work:** the competent authority has the right to re-work the substandard work which is not as per the specifications or norms.
- Notwithstanding the provisions of tender document, the contractor shall not be liable for liquidated damages, or termination for default if and to the extent that it is delay in performance or another failure to perform its obligations under the contract is the result of an event of Force Majeure.

Notices

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speeds post, personal or courier delivery. The transmission by electronic data exchange (fax, email) shall be reconfirmed in writing. Any change in the address etc. shall be communicated within 10 days to the other party.

Disputes

The decision of the competent authority shall be final regarding the quality of the work provided by the contractor; the other aspects arising shall only be referred as Disputes. The Contractor may address its intention with evidence for the settlement of dispute in writing to the competent authority.

The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

Settlement of Disputes

The settlement of all the disputes of any kind arising out of this 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**.

Performance Guarantee/ Security Deposit:

- The successful bidder shall have to deposit an amount equal to 5% of the tender and accepted value of the work as "Performance Guarantee" in favor of Executive Engineer, Central Water Commission, Southern Rivers Division, Coimbatore on receipt of Acceptance letter in the form Demand draft, FDRs, etc. within **15 days**.
- Performance Guarantee will be forfeited in case termination of the contract by the Department due to lapses on the part of the Contractor/successful Bidder.
- A sum of **2.5%** of the gross amount shall be deducted as **Security Deposit** from the final bill. The security deposit will be released after six months from the date of record of completion of work.

Award criteria:

The tendering authority shall award the contract to the Bidder whose bid is responsive and who has offered the lowest evaluated Bid price.

Notification of Award:

The bidder whose bid has been accepted will be notified of the award by the tendering authority prior to the expiration of Bid validity period.

The signing of Contract:

The successful bidder, on acceptance of his bid by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign and execute the contract in the contract agreement form.

Changes in Contractor's organization to be approved:

Where the contractor is in a partnership firm, prior approval in writing of the tendering authority shall be obtained before making any change in the constitution of the firm.

Safety Measures:

- In respect of all labor directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for the safety provisions as per the safety code framed from time to time by the Government of India and shall at his own expense provide all facilities in connection therewith.
- Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

Time schedule:

The entire work shall be completed within 90 days of the stipulated date of start of work in all respects. The work shall not be considered as complete until the Executive Engineer certifies in writing. The defects liability shall commence from the date of such certificate.

Suspension of Work:

The contractor may be granted an extension of time with the approval of Superintending Engineer, C&SRC, CWC, Bengaluru for the works delayed due to heavy rains, natural calamities, etc. The contractor shall not be entitled to any compensation on account of such a delay.

Penalty:

For any delay in completion of the work other than because of any exceptionally inclement weather, a penalty of @ 1.5% per month of the Tendered amount of work.

Other terms and conditions:

- i) The contractor shall not employ any worker under the age of **18 years** on the work.
- ii) All necessary steps taken for prompt rescue of any worker in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during work.
- iii) The work should be completed satisfactorily as per specification, drawing, and in all respect as directed by the Executive Engineer.
- iv) The contractor shall make his own arrangements for obtaining electricity if required and water and make necessary payments directly to the department concerned.
- v) The work will be carried out in the manner complying in all respects with the requirements of relevant by-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.

CHAPTER 3-SCHEDULES OF REQUIREMENT

Schedule 'A'	Schedule of Quantities for civil work (Enclosed)
Schedule 'B'	Not applicable
Schedule 'C'	Not applicable
Schedule 'D'	Not applicable
Schedule 'E'	Not applicable
Schedule 'F'	Reference to General Conditions of contract

Name of Work: e-TENDER for Demolishing the existing tiles, waterproofing the concrete roof, and Replacement with new terrace tiles with Re-plastering work in terrace of Sangamam Complex Building, CSRO, CWC, Coimbatore.

Earnest Money	Rs.11,300/- (<i>Rupees Eleven Thousand Three Hundred only</i>)
Performance guarantee	5 % of the contract price
Security Deposit	2.5% of the gross amount of each bill
Office inviting tender	Executive Engineer, Southern Rivers Division, CWC, Coimbatore.
Engineer in charge	Executive Engineer, Southern Rivers Division, CWC, Coimbatore.
Accepting Authority	Executive Engineer, Southern Rivers Division, CWC, Coimbatore.
Percentage of the cost of materials and labor to cover all overheads and profits.	Not Applicable
Standard Schedule of Rates	Not applicable
Department	Central Water Commission
Clause 1	
Time allowed for submission of Performance Guarantee from date of issue of letter of acceptance.	15 Days
Maximum allowable extension beyond the period (provided in i) above	NIL
Clause 2	applicable
Authority for fixing Compensation under clause 2	Superintending Engineer, Cauvery & Southern River Circle, Bangalore.
Clause 2 A (Incentive)	Not applicable
Whether Clause 2 A is applicable	No
Clause 5	
Number of days from date of issue of letter of acceptance for reckoning data of start of work	15 Days
Milestone	The contractor has to submit the work plan before start of work which will be serve as milestone

Time allowed for the execution of Work	45 days
Authority to decide Extension of time	Superintending Engineer, Cauvery & Southern River Circle, Bangalore.
Clause 6 & 6A (Measurement)	Clause 6 is applicable
Clause 7	
Payment on intermediate Certificate to be regarded as advances	Not applicable
Clause 10 A	Not applicable
Clause 10 B(ii)	Not applicable
Clause 10CA	Not applicable
Clause 10 CC	Not applicable
Clause 11	Applicable
Specifications to be followed for execution of work	As per Scope of Supply and Terms & Conditions of Tender document
Clause 12 (Deviations / Variations Extent and Pricing)	Applicable
Clause 16 (Action in case Work not done as per Specifications)	As per Scope of Work and Terms & Conditions of Tender document
Clause 42	Not applicable

CHAPTER-4
Special Condition for Contract

1. The contractor shall make his own arrangements for obtaining electricity if required and make necessary payments directly to the department concerned.
2. The work will be carried out as per the instructions of the Engineer-in-charge or his authorized representative at the site and nothing extra will be paid on this account.
3. The building work will be carried out in the manner complying in all respects with the requirements of relevant by-laws of the local under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.

4. 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.

5. The contractor shall bear all incidental charges for cartage, storage, and safe custody of the materials.
6. In the case of items for which abbreviated nomenclature is not available in the above cited publication and in case of extra and substituted items of works for which abbreviate 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 in the bill form for final bill.
7. The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc.
8. Time completion for the work is allowed for 90 Days from the date of the written order to commence the work. No rate Escalation is applicable in this contract.
9. Whenever any reference to any Indian Standard specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, up to the date of receipt of tenders.
10. Unless otherwise specified in the schedule of quantities the rates for all items of the work shall be considered as inclusive of pumping out or bailing out-water if required for which no extra payment will be made. This will include water encountered from any sources such as rains, floods, sub-soil water tables being high due to any other cause whatsoever.
11. The Contractor will have to work according to the program of work decided by the Engineer-in-charge.
12. The contractor shall take instructions from the Engineer-in-charge or his authorized representative for stacking of materials at any place. No excavated earth or building materials shall be stacked on areas where other buildings, roads, services of compound walls are to be constructed.

13. Any disputes arising on the contract will be referred to Superintending Engineer, Cauvery and Southern River Circle, CWC, Bangalore and the decision of Superintending Engineer, Cauvery and Southern River Circle, CWC, Bangalore will be final and binding to the bidder.
14. The payment will be made based on actual measurement.
15. Any tax on materials in respect of this Contract shall be payable by the contractor. The department will not entertain any claim whatsoever in this respect. GST and Income Tax and other taxes if any shall be deducted from the bill amount as per prevailing Government of India rules and regulations.
16. The work is to be carried out in a workman like manner and in accordance with the plan supplied. However, the contractor shall carry out the deviation over the plan supplied if desired by the Engineer in charge.
17. The Department shall not provide any store accommodation for the stores brought by the contractor or issued by the Department.
18. Executive Engineer, SRD, CWC, Coimbatore reserves the right of deciding any matter arising during the tenure of the contract, but not covered specifically by the conditions mentioned in the tender and that decision of the corporation in this regard shall be final and binding on the contractor.
19. Damage to the building during execution of work shall be made good by the contractor matching with the surrounding surface, otherwise the same shall be got done at the cost of working contractor.
20. The Executive Engineer reserves the right to accept/reject all or any of the tender without assigning any reasons.
21. Necessary Permissions/approvals from the municipality and other departments have to be obtained by the contractor before the commencement of work. All the required documents for this purpose will be provided by the purchaser.

CHAPTER-5
TECHINICAL BID

1.	Name of the Contractor	
2.	Full Address	
3.	Telephone Number	
4.	E Mail Address	
5.	Registration (Attach attested copies)	
6.	Banker of company/Firm/Agency with full address	
7.	Telephone No. of Banker	
8.	Details of Tender Fee or exception certificate	
9.	Details of EMD: DD No., Date and Name of the issuing bank and branch or exception certificate	
10.	PAN No. (Attach attested copy)	
11.	GST Registration No. (Attach attested copy)	
12.	Turn Over (Audited Turn Over Certificate)	
13.	Experience and Performance report from Government Department/PSC duly signed by competent authority of successfully completed similar work	
14.	Additional information if any	

Signature of authorized person with seal

FINANCIAL BID

Name of Work: Demolishing the existing tiles, waterproofing the concrete roof, and Replacement with new terrace tiles with Re-plastering work in terrace of Sangamam Complex Building, CSRO, CWC, Coimbatore

Sl.No	Particulars	Qty	units	Unit Rate (Rs.)	Amount (Rs.)
1.Demolishing the existing tiles, waterproofing the concrete roof, and Replacement with new terrace tiles with Re-plastering work					
1.1	Demolishing brick tile covering in terracing including stacking of serviceable material and disposal of unserviceable material within 50 metres lead.	455.72	sq.m	To be filled in the BOQ (Excel sheet) and submit online.	
1.2	Providing and applying fibre reinforced elastomeric liquid water proofing membrane with resilient acrylic polymers having Sun Reflectivity Index (SRI) of 105 on top of concrete roof in three coats @10.76 litre/ 10 sqm. One coat of self-priming elastomeric waterproofing liquid (dilution with water in the ratio of 3:1) and two coats of undiluted elastomeric waterproofing liquid (dry film thickness of complete application/system not less than 500 microns). The operation shall be carried out after scrapping and properly cleaning the surface to remove loose particles with wire brushes, complete in all respect as per the direction of Engineer-in-Charge.	455.72	sq.m		
1.3	Providing and laying pressed clay tiles (as per approved pattern: 20 mm nominal thickness of approved size) on roofs jointed with cement mortar 1:4 (1 cement: 4 coarse sand) mixed with 2% integral water proofing compound, laid over a bed of 20 mm thick cement mortar 1:4 (1 cement :4 coarse sand) and finished neat complete.	455.72	sq.m		
1.4	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge; With cement mortar 1:4 (1 cement: 4 fine sand)	21.48	sq.m		
Grand Total					

Grand Total Amount (inclusive of all charges, transportation, taxes, etc.) in words:

Signature of the Bidder:

Seal:

Note:

The above form is for information purposes only and not to be filled in. Bidders are required to download the BoQ, open it and complete the blue coloured (unprotected cells) with their respective financial quotes and other details (such as the 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 file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

Notes:

- a) The rates shall be quoted inclusive of all taxes.
- b) The rate quoted by the agency shall be inclusive of all the charges including transportation (to the consignee) etc. central, state, and local taxes etc. or any other charges which may occur for carrying out contract obligations.
- c) The submission of a bid shall ensure that the bidder has carefully read the terms & conditions of the tender document & agree to the same.
- d) The Tenderer shall submit a certificate with a final bill signed in the original.

Chapter-5- other Standard forms

Form 1

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The President of India

WHEREAS (Name and address of the Contactor) (herein after called "the Contactor") has undertaken, in pursuance of contract no..... dated to Contactor" (description of work) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the wok 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 work such a bank guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier 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 contractor 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, 20.....

.....

(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

FORM-2
Contract / Agreement Form

This Contract/Agreement (Agreement no.) was made on..... between the Executive Engineer (for and on behalf of the President of India), (Name or address of the Department) (hereinafter called "the First Party") and ----- (Name and address of the contractor) (Here in after called "the Second Party"). WHEREAS the First Party is desirous that the Contractor executes the work" (hereinafter called" the works") and the First Party has accepted the Bid by the Second Party for a contract price of -----

Now, **THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIPATES 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 "----- in conformity in all aspect with the provisions of the contract.
2. The First Party hereby covenants to pay the Second Party in consideration for -----, the contract rate or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.
3. 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 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 are accepted.
 - e. Rate and Amount of tender/bid quoted by the contractor.
 - f. Letter of the Executive Engineer communicating acceptance of the tender.
 - g. Letter of the Executive Engineer regarding the commencement of the work.
 - h. Performance security.
 - i. 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 signature of First Party Signed by_____

binding signature of Second Party signed by _____

(For and on behalf of the President of India) _____ duly authorized vide resolution No_____ dated of the Board of Director of in the presence of

(Witnesses)

(1)

(2)