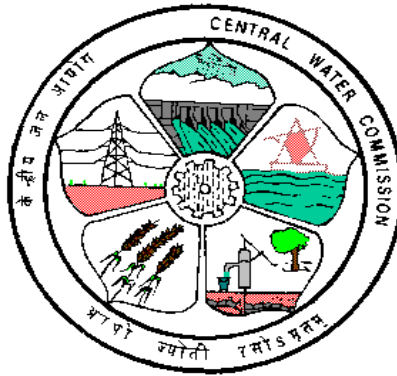


**GOVERNMENT OF INDIA
MINISTRY OF WATER RESOURCES
CENTRAL WATER COMMISSION
EASTERN RIVERS DIVISION
BHUBANESWAR**

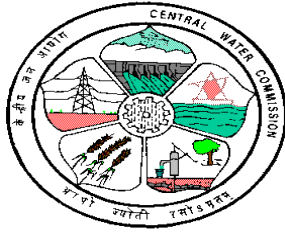


**TENDER DOCUMENT FOR REPAIRING & HEIGHT EXTENSION OF COMPOUND
WALL AT SITE JENAPUR.**

**UNDER
2711 FC MW**

ESTIMATED COST: 3, 90,514/-

**EXECUTIVE ENGINEER
EASTERN RIVERS DIVISION,
C.W.C. BHUBANESWAR**



Phone : 2430238

Fax : 2431809

**GOVERNMENT OF INDIA
OFFICE OF THE EXECUTIVE ENGINEER
EASTERN RIVERS DIVISION
CENTRAL WATER COMMISSION
PLOT NO.13-14, BHOI NAGAR, BHUBANESWAR ,
PIN: 751 022 (ORISSA)**

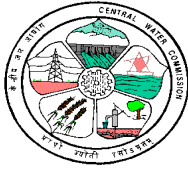
Name of Work	REPAIRING & HEIGHT EXTENSION OF COMPOUND WALL AT SITE JENAPUR
PERIOD OF ONLINE SALE OF BIDDING DOCUMENT :	FROM:12-03-2018 To 26-03-2018
LAST DATE AND TIME FOR RECEIPT OF BIDS :	DATE : 27.03.2018 TIME : 15=00 hours
DATE AND TIME OF OPENING OF BIDS :	DATE 03-04-2018 TIME : 11=00 hours
PLACE OF OPENING OF BIDS :	EASTERN RIVERS DIVISION CENTRAL WATER COMMISSION PLOT NO.13-14, BHOI NAGAR BHUBANESWAR PIN : 751 022 (ORISSA)
OFFICER INVITING BIDS :	EXECUTIVE ENGINEER, EASTERN RIVERS DIVISION, CENTRAL WATER COMMISSION, PLOT NO. 13-14, BHUBANESWAR, PIN : 751 022 (ORISSA)

I N D E X

NAME OF WORK : REPAIRING & HEIGHT EXTENSION OF COMPOUND WALL AT SITE JENAPUR.

Sl. No.	PARTICULAR	PAGE No.
1	INDEX	2
2	NOTICE INVITING TENDER	3-5
3	DETAIL TENDER SCHEDULE	6-8
4	ADDITIONAL INSTRUCTION TO TENDERER	9
5	SPECIAL INSTRUCTION BY TCIL	10-15
6	SCHEDULES & FORMS	16-22
7	GENERAL CONDITION OF THE CONTRACT	23-25
8	ADDITIONAL SPECIFICATIONS	26-30
9	SCHEDULE OF QUANTITIES	31
10	DRAWING	32

THIS TENDER DOCUMENT CONTAINS PAGES 1 TO 32 ONLY
--



**EASTERN RIVERS DIVISION,
CENTRAL WATER COMMISSION,
PLOT NO.A-13 & 14; BHOI NAGAR, BHUBANESWAR**

NOTICE INVITING TENDER

Tender No: ERD/JE-HQ/NIT/2017-18/864-71

Dated 13-03-2018

Tender for “For REPAIRING & HEIGHT EXTENSION OF COMPOUND WALL AT SITE JENAPUR” is invited online on behalf of the President of India by this office from the Central Govt. / State Govt. / PSUs/ Co-operative societies registered contractors who have carried out similar works in other govt. offices and PSUs as per details, terms and conditions given below. The hard copy of on line tender should reach this office latest by 15.00 hours of 27-03-2018 and the same will be opened on dated: 03-04-2018 at 11.00 hours in the presence of the tenderer or their authorized representative, if any.

Item No.	Name of work	Approx. value of work (Rs)	Bid security (Rs.) (E.M.D)	Cost of Tender document (Rs.)	Period of Completion
1.	FOR REPAIRING & HEIGHT EXTENSION OF COMPOUND WALL AT SITE JENAPUR	3,90,514/-	8000/-	500/-	90 Days

1. The NIT and tender can be downloaded from TCIL's e-tendering portal with URL <https://www.tcil-india-electronictender.com> or www.eprocure.gov.in. However, in order to be able to participate in the tender, it is mandatory to download official copy of tenders from <https://www.tcil-india-electronictender.com>. The tenderers are advised to quote their rate in downloaded tender document and to upload filled up tender in TCIL web site after quoting rates by 15.00 hours of 27-03-2018. Tenderers are also advised to submit hard copy of quoted tender with tender cost, EMD & other required documents to the office of the Executive Engineer, Eastern Rivers Division, CWC, Bhubaneswar before 15.00 hours of 27-03-2018. Tenders shall only be accepted on receipt of the cost of tender document as specified, the Tender cost shall be paid through A/C payee Demand Draft (non - refundable) drawn on any scheduled bank in favour of **The Executive Engineer, Eastern Rivers Division, CWC, Bhubaneswar payable at Bhubaneswar.**
2. Tenders must be accompanied by Bid security (EMD) of Rs.8000.00 in the form of Receipt/Treasury Challan/ Deposit at call receipt of a schedule bank/fixed deposit receipt of a schedule bank/demand draft of a scheduled bank issued in favour of The Executive Engineer, Eastern Rivers Division, Central Water Commission Bhubaneswar payable at SBI Bhubaneswar. A part of Earnest money is acceptable in the form of Bank Guarantee also. In such case, 50% of earnest money or Rs. 20 lakh whichever is less will have to be deposited in shape prescribed above and balance in shape of Bank Guarantee
3. The tenderers shall have requisite eligibility criteria for participating otherwise their tender will be rejected. For this the tenderers shall produce proof from the appropriate authorities of having satisfactorily completed similar works during the last seven years, where the works provided by them are satisfactory and the same could be enquired. The bidder shall have to fulfill the following criteria of providing satisfactory performance as given below:
Experience of having successfully completed works during the last 7 years ending last day of the previous month and completed.

Three similar works* costing not less than the amount equal to 40% of estimated cost put to tender or

Two similar works*, costing not less than the amount equal to 60% of the estimated cost put to tender or

One similar completed work* of aggregate cost not less than the amount equal to 80% of the estimated cost

***Similar Work means Civil Repairing Work.**

Tender of the bidder/tenderers not fulfilling above mentioned criteria will be summarily rejected.

4. Black listed tenderers/bidders are advised not to participate in tendering process. Each tenderer has to submit one undertaking stating that he is not black listed by any Central Government agency/ State Government agency/ undertakings of Central or State Government. During execution of work if it has been found that the contractor has been black listed earlier than the Executive Engineer on behalf of President of India will be at liberty to terminate the contract without giving any compensation to the contractor.
5. Tenderer shall submit hard copy of quoted & uploaded tender in TCIL web site in two sealed envelopes marked as Envelope-I & super scribed "DOCUMENTS REQUIRED FOR TENDER" and Envelope-II super scribed "UPLOADED TENDER". Both envelopes should be enclosed in a common sealed Envelope-III super scribed "TENDER FOR REPAIRING & HEIGHT EXTENSION OF COMPOUND WALL AT SITE JENAPUR". In Envelope – I required cost of tender & EMD both in prescribed form may be kept along with documents required for fulfilling eligibility of tenderer in accordance with serial number three above. In case any short comings in envelope I tender will be rejected due to technical disqualification.
6. The Executive Engineer reserves the right to reject or accept any application for issue of tender documents without assigning any reason thereof.
7. The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within stipulated period. This guarantee shall be in form of cash (in case guarantee amount is less than Rs 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs1,00,000/-) or Government Securities or Fixed Deposit Receipt or Guarantee Bonds of any Scheduled Bank or state Bank of India in accordance with the prescribed form. This period can be further extended by the Engineer-in-Charge on written request of the contractor. The performance guarantee will be returned after successful performance during warranty period.
8. The competent authority, on behalf of President of India, does not bind to accept the lowest or any other tender, and reserves its right to reject any or all of the tenders received without the assignment of any reason. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
9. Tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
10. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be summarily rejected. The tenderer shall not be permitted to tender for works in the CWC Division (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer of the concerned Circle, and Junior Engineer (both inclusive).

He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Water Commission or in the Ministry of Water Resources. Any breach of this condition by the tenderer would render his tender liable to be rejected.

11. The tenderers are advised to inspect and survey the Site and its surroundings and satisfy themselves before submitting their tenders as to the form and nature of the Site, the means of access to the Site, the accommodation they may require etc. In general, tenderers shall themselves obtain all necessary information as to risks, contingencies and other circumstances, which may influence or affect their tenders. A tenderer shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.
12. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found 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.
13. The tender shall remain open for acceptance for a period of **90 days** from the due date of submission 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 the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
14. This Notice Inviting Tender shall form a part of the contract document.

-sd-
EE, E.R. DIVISION, CWC,
BHUBANESWAR

Copy for information / display on notice board to:-

1. The Superintending Engineer, H.O. Circle, CWC, Bhubaneswar
2. AD-II (H/Q) directed to up load the same in e-portal.
3. The Sub-Divisional Engineer, Brahmani Sub-Division, CWC, Rourkela.
4. The Sub-Divisional Engineer, Baitarani Sub-Division, CWC, Bhubaneswar.
5. The Sub-Divisional Engineer, Subarnarekha Sub-Division, CWC, Balasore.
6. The Sub-Divisional Engineer, Vamsadhara Sub-Division, CWC, Berhampur.
7. Account Branch, Eastern Rivers Division, CWC, Bhubaneswar.
8. The Notice Board, E.R. Division, CWC, Bhubaneswar.



**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
OFFICE OF THE EXECUTIVE ENGINEER
EASTERN RIVERS DIVISION
PLOT NO.13-14, BHOI NAGAR,
BHUBANESWAR PIN:751 022 (ORISSA)**

Cost of Tender Schedule Rs. 500/-

DETAILED TENDER SCHEDULE:

1. Online tenders for “ **REPAIRING & HEIGHT EXTENSION OF COMPOUND WALL AT SITE JENAPUR**” are invited on behalf of the President of India from approved and eligible contractors of CPWD, P&T, M.E.S, State P.W.D and State and Central Government Undertakings.
2. The work for “**REPAIRING & HEIGHT EXTENSION OF COMPOUND WALL AT SITE JENAPUR**” is estimated to cost **Rs 3,90,514/- (Rupees Three Lakh Ninety Thousand Five Hundred Fourteen only)**. This estimate, however, is merely a rough guide.
3. Tenderers shall have sufficient experience in construction of similar works as detailed in tender notice of this work. Tenderers should submit one statement showing detail of similar works performed during last seven years. Documentary evidence for similar work performed outside this division have to be attached. Tender of the tenderer with insufficient experience will not be entertained.
4. Agreement shall be drawn with the successful tenderer on the prescribed Form No.7/8 of CPWD, which is available at Government Of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
5. The time allowed for carrying out the work will be from the date of written order to commence the work.
6. The Site for the work is available.
7. **Download of tender forms will be stopped by 26-03-2018 at 15.00 Hrs.**
8. The hard copy of uploaded tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelopes, will be received by the Executive Engineer, Eastern Rivers Division, C.W.C, Bhubaneswar up to **15.00 P.M. on 27-03-2018** and will be opened by him on dated: **03-04-2018 at 11.00 A.M.** In case closure of the Office on the opening date of tender on any account, the tender will be opened on the next working day at the same time and venue. The tender submitted in any other paper than prescribed will not be accepted and shall be rejected outright at the time of opening of tender.
9. The tender should accompany **Earnest Money of Rs 8000/- (Rupees Eight Thousand only)** in one of the following forms:
 - i) Bank guarantee from a schedule Indian Bank approved by the Reserve Bank Of India, valid for 60 days beyond the validity of Bid.

- ii) Banker's Cheque/ Bank Draft / Letter of Credit in favour of the Executive Engineer, Eastern Rivers Division, Central Water Commission Payable at Bhubaneswar.
- iii) Govt. loan bond/ NSC/Postal Pass Book duly pledged in favour of the Executive Engineer, Eastern Rivers Division, Central Water Commission , Bhubaneswar

No Cheque will be accepted as E.M.D. No interest will be paid for E.M.D, at the time of release. Request for adjustment or part deposit of Earnest Money will not be entertained. Tenders without Earnest Money in full will be rejected outright at the time of opening of the tender.

- 10. Validity of the tender should be for 90 days, from the date of opening of the tender. The tender valid for a shorter period shall be rejected.
- 11. The description of the work is as follows:
“ **REPAIRING & HEIGHT EXTENSION OF COMPOUND WALL AT SITE JENAPUR**”

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub- soil (so far is practicable), the form and nature of the site, the means to access to the site etc. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not. No extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water facilities for the workers and all services required for executing the work. Submission of a tender by tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of work

- 12. Bid from joint ventures are not acceptable
- 13. The Bidder shall fill in rates and prices of all the items of works in the bill of quantities Items, for which, no rate or price is entered by the Bidder will not be paid when executed and shall be deemed covered by the other rates and prices in the bill of quantities.
- 14. The rates and prices quoted by the bidder shall be final for the duration of contract and shall not be subject to adjustment on any account.
- 15. The Bid security of unsuccessful bidders shall be returned within 28 days at the end of the bid validity period of 90 days.
- 16. When there is discrepancy between the rates in figures and words, the rate in words will prevail.
- 17. When there is discrepancy between the unit rate and the total amount resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 18. The competent authority on behalf of President of India does not bind himself to

accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without 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.

19. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable for rejection.
20. The tender for the works shall remain open for acceptance for a period of 120 days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any right or remedy, be at liberty to forfeit the bid security as aforesaid.
21. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer / Contractor, on acceptance of his tender by the Accepting Authority shall, within 7 days from the stipulated date of start of the work sign the contract consisting of :-
 - a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender any acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D Form 7/8

If the tenderer fails to sign the agreement form within the stipulated period the bid security will be forfeited.

22. All the clauses in GENERAL GUIDANCE FOR OPERATION OF CONTRACT CLAUSES of CPWD Work Manual 2014 will be applicable unless otherwise specified to this tender & both the parties i.e. tenderer & authorities have to obey it.

ADDITIONAL INSTRUCTIONS TO TENDERERS

At any time prior to the deadline for submission of bids, the department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the bidding documents by amendment in writing, which will be binding on all the Tenderers.

The bid prepared by the Tenderer, as well as all correspondence and documents relating to the bid exchanged by the Tenderer and the department shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation in English Language shall govern.

All corrections/ cuttings/over writings in the tender document shall be initialed by the Tenderer.

The bid prepared by the Tenderer shall comprise the following components:

All the terms and conditions clearly indicating variation, if any, with tender requirements;

Documentary evidence to establish that the Tenderer is eligible to bid and is qualified to perform the contract if the bid is accepted.

Earnest Money Deposit in prescribed form; and

Original tender with schedule of quantities without any pricing information.

Schedule of Quantities and Financial Bid Format duly completed.

Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractor/Tenderer for the e-submission of the bids online through TCIL portal. The tender notice is also available at www.eprocure.gov.in

For the evaluation and submission purpose only online bid is permissible. However, the bidder are requested to submit the hard copies of the bids in the office of Executive Engineer, Eastern Rivers Division, CWC, Bhubaneswar that would be only be for reference, and cannot be construed as a substitute of online bid.

Intending tenderers are advised to visit TCIL website URL <https://www.tcil-india-electronictender.com> and CPPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum /amendment.

Prices shall be quoted in Indian Rupees only.

The Tenderer shall not contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Department, it should do so in writing.

Attention of the tenderers is drawn to the Clause 1 and Clause 1(A) of Standard Contract Conditions under CPWD Forms 7/8 regarding the deduction of security deposit.

SPECIAL INSTRUCTIONS TO BIDDERS BY TCIL FOR E - TENDERING

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Central Water Commission has decided to use the portal <https://www.tcil-indiaelectronicstender.com> through TCIL, a Government of India

Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's Software is also referred to as Electronic Tender System® (ETS).

Benefits to tenderers are outlined on the Home-page of the portal.

Instructions

Tender Bidding Methodology:
Single Stage Envelope

Broad Outline of Activities from Bidder's Perspective:

Procure a Digital Signing Certificate (DSC)

Register on Electronic Tendering System® (ETS)

Create Marketing Authorities (MAs),

Users and assign roles on ETS

View Notice Inviting Tender (NIT) on ETS

For this tender -- Assign Tender Search Code (TSC) to a MA

Download Official Copy of Tender Documents from ETS Clarification to Tender Documents on ETS

Query to Central Water Commission (Optional)

View response to queries posted by Central Water Commission Bid-Submission on ETS

Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

Post-TOE Clarification on ETS (Optional)

– Respond to Central Water Commission Post-TOE queries Attend Public Online Tender Opening Event (TOE) on ETS Opening of relevant part (i.e. Financial-Part)

(Only for Technical Responsive Bidders) Participate in e-Reverse Auction on ETS

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the

‘Supplier Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ETS Helpdesk (as given below), to get your registration accepted/activated.

Important Note: To minimize teething problems during the use of ETS (including Registration process), it is recommended that the user should peruse the instructions given under ‘ETS User-Guidance Centre’ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to ‘Essential Computer Security Settings for Use of ETS’ and ‘Important Functionality Checks’ should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk Telephone/ Mobile Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-1126202699 (Multiple lines) Emergency Support Mobile Numbers: +919868393775, 9868393717, 9868393792 E-mail ID ets_support@tcil-india.com

Some Bidding related Information for this Tender (Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows: Submission of Bid-Parts/ Envelopes Single-Part Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD) Submission of digitally signed copy of Tender Documents/ Addendum Submission of General Terms and Conditions (with/ without deviations) Submission of Special Terms and Conditions (with/ without deviations).

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below: As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate PassPhrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Caution:

All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, the

Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

(Optional Text in EBI, depending upon the decision of the Buyer organization): Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Buyer Organization Name in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

OR

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-

Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal. Public Online Tender Opening Event (TOE) ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening

Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event.

(TOE)', including digital counter-signing of each opened bid by the authorized

TOE Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens. ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance Centre. The help information provided through 'ETS User-Guidance Centre' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories. Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS

Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender

Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS

Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

It is the responsibility of each bidder to remember and securely store the Pass Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

ETS will make your bid available for opening during the Online Public Tender Opening

Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'.

For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

Note :

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

Minimum Requirements at Bidder's End

Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP with Service Pack 3), Broadband connectivity, Microsoft Internet Explorer 6.0 or above, Digital Certificate(s).

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION

STATE : ORISSA

BRANCH : MAHANADI & EASTERN RIVERS ORGANISATION

CIRCLE : HYDROLOGICAL OBSERVATION CIRCLE,
BHUBANESWAR

DIVISION : EASTERN RIVERS DIVISION, BHUBANESWAR

SUB-DIVISION : BRAHMANI SUB-DIVISION, CWC, ROURKELA.

PERCENTAGE RATE TENDER/ITEM RATE TENDER CONTRACT

(A) TENDER FOR WORKS OF **“REPAIRING & HEIGHT EXTENSION OF COMPOUND WALL AT SITE JENAPUR”**

- (i) To be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com> by 15:00 hours on 27-03-2018 to the Executive Engineer, Eastern Rivers Division, Central Water Commission, Bhubaneswar.
- (ii) To be opened in presence of the tenderers who may be present at **11.00** hours on **03-04-2018** in the office of the Executive Engineer, Eastern Rivers Division, Central Water Commission, Bhubaneswar.

Issued to _____
 (CONTRACTOR)

Signature of officer issuing the documents _____

Designation: Executive Engineer, Eastern Rivers Division, Central Water Commission, Bhubaneswar.

Date of Issue: _____

SCHEDULES

SCHEDULE – A (Schedule of Quantities enclosed)

SCHEDULE – B (Schedule of materials to be issued to the Contractor)

- Nil-

SCHEDULE – C (Tools and Plants to be hired to Contractor)

- Nil-

SCHEDULE – D (Proposed Plan and Sections)

Page No:37-45.

SCHEDULE – E (Schedule of component of materials, Labour, etc for escalation)

- Nil-

SCHEDULE – F (Reference to General Conditions of Contract.)

Name of work: : **“REPAIRING & HEIGHT EXTENSION OF COMPOUND WALL
AT SITE JENAPUR”.**

Estimated Cost of work : **Rs.3,90,514/-**

Earnest Money : **Rs.8000/-**

Performance Guarantee : **5% of the tendered value**

Security Deposit : **2.5% of bill amount from each bill**

DEFINITIONS

Engineer-in-charge	Executive Engineer E R Division, CWC, BBSR.
Accepting Authority	Executive Engineer E R Division, CWC, BBSR.
Department	Central Water Commission
Standard Schedule of Rates	CPWD DSR 2016
Standard CPWD Contract Form	CPWD Form 7/8 as modified and Corrected up to 2014.

Clause 2

Authority for fixing Compensation under clause 2	Superintending Engineer, Hydrological Observation Circle, CWC., Bhubaneswar
---	---

Clause 2 A Not applicable

Clause 5	Time allowed for execution of work. Authority to give fair and reasonable extension of time for completion of work.	90 Days Executive Engineer, E R Division, CWC, BBSR.
Clause 7	Interest to be paid for delay	Not applicable.
Clause 16	Competent authority for deciding reduced rates.	Executive Engineer, E R Division, CWC, BBSR.

PERFORMANCE GUARANTEE (CLAUSE - 1)

(I) The contractor shall submit an irrecoverable PERFORMANCE GUARANTEE of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) within 15 days of issue of letter of intent. This period can be further extended by the Engineer-in-charge upto a maximum period of 7 days on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call Receipt of any Scheduled Bank / Banker's Cheque of any Scheduled Bank / Demand Draft of any Scheduled Bank / Pay Order of any Scheduled Bank (in case guarantee, amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of only Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

(II) A letter of intent shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the award letter shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure by the contractor to furnish the performance guarantee within the specified period, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

(III) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. (IV) The Engineer-in-charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and / or without prejudice to any other provisions in the contract agreement) in the event of :-

(a) Failure by the contractor to extend the validity of the Performance Guarantee as

described herein above, in which event the Engineer-in-charge may claim the full amount of the Performance Guarantee.

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

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

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In consideration of the President of India (hereinafter called "The government") having agreed under the terms and conditions of Agreement No. dated made between And [hereinafter called "the said contractor(s)*"] for the work (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs.(Rupees Only) as a security /guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we (Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the government on amount not exceeding Rs. (Rupees Only) on demand by the Government.

2. We (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).

3. We, the said Bank further undertake to pay to the Govt. any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, out liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and a fact during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Govt. under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Govt. certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary only of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or postpone for any time or from time to time any of the powers exercisable by the Govt. against the said contractor(s) and to for – bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Govt. or any indulgence by the Govt. to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due o the change in the Constitution of the Bank or the contractor(s).

7. We (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Govt. in writing.

8. This guarantee shall be valid upto Unless extended on demand by Govt. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees.....) only and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the day of for
(indicating the name of Bank).

RECOVERY OF SECURITY DEPOSIT (CLAUSE 1A)

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government of the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities of fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above.

NOTE – 1 : Government papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less.

The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

NOTE – 2 : Government Securities will include all forms of Securities mentioned in rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

NOTE – 3 : Note 1 & 2 above shall be applicable for both Clause 1 & 1A.

ACCEPTANCE

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

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

- I. Tender Document.
- II. Your tender dated
- III. Clauses of contract duly signed.

- IV. Schedule – A to Schedule – F
- India

For and on behalf of the President of

Signature

Date:-

Designation: Executive Engineer
Eastern Rivers Division
Central Water Commission
Bhubaneswar

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

This is agreement made this _____ day of _____ two thousand _____ between _____ (hereinafter called the Guarantor of the one part) and the President of India (hereinafter called the government of the other part). Whereas this agreement is supplementary to a contract (hereinafter called the contract) dated _____ and made between the guarantor of the one part and the Government on the other part where by the contractor inter alia, undertook to render the building and structures in the said contract rectified completely water and leak proof. And where the Guarantor agreed to give guarantee to effect that the said structures will remain water and leak proof for ten years from the date of giving of water proofing treatment. Now the Guarantor hereby guarantees that water proofing treatment given by him will render the structure completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date of after the maintenance period prescribed in the contract. Provided that the guarantor will not be responsible for leakage caused by earthquake of structural defects or misuse of roof or alteration and for such purpose.

(a) Misuse of roof shall mean any operation, which will damage water proofing treatment like chapping of firewood and things of the same nature which might cause damage to the roof.

(b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby water proofing treatment is removed in part.

(c) The decision of the Engineer-in-charge with regard to cause of leakage shall be final. During this period of guarantee the guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-in-charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon him to rectify. The defects failing which the work shall be got done by the Department by some other contractor at the Guarantor's cost and risk. The decision of the Engineer-in-charge as to the cost payable by the guarantor shall be final and binding. That if the guarantor fails to execute the water proofing or commits break there under then the guarantor will indemnify the principal and his successors against all loss, damage, cost, expenses or otherwise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by the Govt. on the decision of the Engineer-in-charge will be final and binding on the parties. In witness whereof these persons have been executed by the Obligor _____ and by _____ and for and on behalf of the President of India on the day, month and year first above written.

Signed, sealed and delivered by Obligor in the presence of

1.

2.

Signed for and on behalf of the President of India by

_____ the presence of

1.

2.

ITEM RATE TENDER FOR WORKS

I/we hereby tender for the execution of the work specified in the under written memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects within the specifications and instruction in writing referred to in rule-1 here of and in clause-II of the General conditions of the Contract in all respects in accordance with, such conditions so far as applicable.

TENDER

I/We have read and examined the Notice Inviting online Tender, schedule 'A' to 'F' , specifications applicable, drawings and designs, general rules and directions, conditions of contract, clauses of contract and rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in schedule 'F', viz. Schedule of quantities.

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

A sum of Rs. **8000/-** is hereby forwarded in the shape of DD/NSC/Govt. Loan Bond/Postal Pass Book duly pledged in favour of the Executive Engineer, Eastern Rivers Division, Central Water Commission, Bhubaneswar as earnest money. If I/We fail to commence the work within specified time. I/We agree that the said President of India or his successors of office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and condition contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in the schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 & 12.3 of the tender form.

I/We agree to deposit performance guarantee 5 % of tendered value which may be refunded back after completion of the work.

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

I/We agree that should I/We fail to commence the work specified in the above memorandum, an amount equal to the amount of earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the President of India and the same may at the option of the competent authority on behalf of the President of India be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

I/We agree to accept the following conditions.

GENERAL CONDITIONS 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) Some restrictions may be imposed for the movement of labour, materials etc., the contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
- (3) The work will be carried out as per instructions of the Engineer-in-charge at the site and nothing extra will be paid on this account.
- (4) 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.
- (5) 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.
- (6) The structural and architectural drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and Architectural drawings relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Engineer-in-charge.
- (7) The contractor shall bear all incidental charges for cartage, storage, and safe custody of the materials.
- 8(a) For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications 'Abbreviated nomenclature of item of DSR 2016' shall be accepted.
- (b) In the case of items for which abbreviated nomenclature is not available in the above cited publication and also in case of extra and substituted items of works for which 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 also in the bill form for final bill.
- (9) The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc.

- (10) All stone aggregate and stone ballast shall be of hard stone variety to be obtained from approved quarries or any other source to be got approved by the Engineer-in-charge.
- (11) Sand to be used for cement concrete work shall be of standard quality. Sand shall be obtained from other sources to be got approved from the Engineer-in-charge and screened as required. The same shall consist of hard siliceous materials. It shall be clean sand.
- (12) 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 their to or revisions thereof, if any, up to the date of receipt of tenders.
- (13) 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 source such as rains, floods, sub-soil water table being high due to any other cause whatsoever.
- (14) The rate of items of flooring is inclusive of providing sunken flooring in bathrooms, kitchen etc. and nothing extra on this account is admissible.
- (15) The Contractor will have to work according to the program of work decided by the Engineer-in-charge.
- (16) The contractor shall take instructions from the Engineer-in-charge for stacking of materials 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
- (17) If as per municipal rules the huts for labour are not to be erected at the site of work by the contractors, the contractors are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.
- (18) Cement: Source of purchase and brand name should be got approved by the Executive Engineer, or the Engineer-in-charge. Documentary proof for the purchase should be produced whenever asked by the Executive Engineer/ Engineer-in-charge.
- (19) The payment will be made on the basis of actual measurement.
- (20) The contractor shall use only seasoned timber for all the wooden fittings as specified in the schedule of Quantities Schedule A. Samples of species of timber to be used shall be deposited with the Executive Engineer before commencement of the work.
- (21) The contractor shall inform well in advance to the Engineer-in-Charge, the names and address of the factory where from the contractor intends to get the shutters manufactured.

- (22) The contractor shall be responsible of sanitary fittings and other fittings and fixtures against pilferage, and breakage during the period of installation and there after until the building is handed over.
- (23) Sales tax, Excise duty, Octroi or any other tax leviable on materials in respect of this Contract shall be payable by the contractor. The department will not entertain any claim What so ever this respect. However Sales Tax , Income Tax or any other tax leviable on contract shall be deducted from the bill.
- (24) The contractor shall submit completion plan and completion certificate for approval of Executive Engineer/ Engineer-in-charge.
- (25) If the completion plan and completion certificate are not furnished by the contractor, recovery will be done as per 6(a), (b) of the agreement.
- (26) 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.
- (27) The Department shall not provide any store accommodation for the stores brought by the contractor or issued by the Department.
- (28) On completion of the work, test and trial run shall be the responsibility of the contractor. Electricity for such test and trial run shall, however, be supplied by the Department free of cost.
- (29) 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.
- (30) Any damage to the existing fittings shall be replaced by the contractor at his own cost and risk to the entire satisfaction of Engineer-in-charge.
- (31) All the equipment shall be guaranteed for a period of 12 months from the date of commissioning and handing over to the Department. Any defective material/equipment shall be replaced/required at the discretion of Engineer-in-charge.
- (32) All the clauses in GENERAL GUIDANCE FOR OPERATION OF CONTRACT CLAUSES of CPWD Work Manual 2014 will be applicable unless otherwise specified to this tender & both the parties i.e. tenderer & authority have to obey it.

ADDITIONAL SPECIFICATION

1. General :-

1.1 The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc. (F.P.S. units wherever indicated are for guidance only). 1.2 The following modifications to the above specifications and some additional specifications shall however apply

- (i) All stone aggregate and stone ballast shall be of hard stone variety to be obtained from approved quarries or any other source to be got approved by the Engineer-in-charge.
- (ii) Sand to be used for cement concrete work, mortar for masonry and plaster work shall be standard quality. Sand shall be obtained from other sources to be got approved from the Engineer-in-charge and screened as required. The same shall consist of hard silicious material. It shall be cleaned sand.
- (iii) Brick to be used in the work shall be obtained from the local kilns. The sample of the brick shall be got approved by the Engineer-in-charge before the mass quantity is brought to the site and shall be of size 10" x 5" x 3" instead of 22.90 cm X 11.40 cm X 7.0 cm nominal size as mentioned in CPWD specification, 1996 with upto date correction slips issued. The brick work, the unit of which is mentioned as cubic metre which includes abbreviated forms of cum or m, shall be considered to have thickness of multiple of 125 mm for the sake of calculation of volumetric content.

- 2. Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued their to or revisions thereof if, any, up to the date of receipt of tenders.
- 3. 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 source, such as rains, floods, sub-soil water table being high due to any other cause whatsoever.

4. R.C.C. Works :-

- 4.1 In respect of projected balconies, projected slabs at roof level and projected verandah, the payment for the RCC work shall be made under the item of RCC slabs. The payment for centring and shuttering of such items shall be similarly be paid under the item of centring of RCC slab.
- 4.2 Form work shall be of steel as approved by the Engineer-in-charge and as per CPWD specification with upto date correction slips and specification of works.

5. Flooring :-

The rate of items of flooring is inclusive of providing sunken flooring in bathrooms, kitchen etc. and nothing extra on this account is admissible.

6. Wood Work :-

The sample of species of timber to be used shall be deposited by the contractor with EE before commencement of the work. The contractor shall produce cash vouchers and certificates from standard kiln seasoning plant operator about the timber section to be used on the work having been kiln seasoned by them, failing which it would not be so accepted as kiln seasoned.

- 6.1 Factory made shutters as specified shall be obtained from factories to be approved by the Engineer-in-charge and shall conform to TADS 5:1995:IS:3087:IS:1568:IS:2202 (Part-I) 1977. The contractor shall inform well in advance to the Engineer-in-charge the names and addresses of the factory where

from the contractor intends to get the shutters manufactured. The contractor will place order for manufacture of shutters only after written approval of the Engineer-in-charge in this regard is given. The contractor is to bound to abide the decision of the Engineer-in-charge and recommend a name of another factory from the approved list in case the factory already proposed by the contractor is not found competent to manufacture quality shutters. Shutter will however, be accepted only if they meet the specified tests.

- 6.2 35 mm thick flush door shutters non decorative type care of black board construction with frame of first class hard wood and well matched commercial 3-prly veneering with vertical grain or cross bonds and face veneers on both faces of shutters. The contractor will also arrange stage-wise inspection of the shutters at factory of the Engineer-in-charge or his authorized representative. Contractor will have no claim if the shutters brought at site are rejected by Engineer-in-charge in part or in full lot due to bad workmanship/quality. Such shutters will not be measured and paid and the contractor shall remove the same from the site of work within 7 days after the written instructions in this regard are issued by Engineer-in-charge or his authorized representative.

7. Steel Works :-

- 7.1 The rate of Tee / angle iron frame shall include the following :-

- (a) M.S. sill/tie of 16 mm dia bar welded to T-iron frames to keep the frames vertical in correct position. The sill/tie shall be embedded in floor concrete. No tie is necessary for window frames.
- (b) Each T-iron frame for doors shall have 4 Nos. MS. Logs 15 x 3 mm, 10 cms long welded to each vertical member of the frame.
- (c) M.S. plate 8 x 25 mm, 100 mm long having threaded holes (No. of flats shall correspond to the No. of butt hinges to be fixed to door / window shutter) shall be welded at appropriate places at the back of the T-iron frames for fixing the required butt hinge to the frame with machine screws M.S. flats 8 x 25 mm, 50 mm long with threaded holes, shall be welded to the back of the T-sections to receive the butt hinges for the cleats.

- 7.2 The M.S. plate clamps 15 x 6 mm thick for holding arrangements is to be provided and added as per site conditions. The rate is inclusive of the cost of such clamps.

- 7.3 All welded steel work shall be tested for quality of welding as laid down in IS:822 – 1970 before actual erection.

8. Water Supply & Sanitary Installation :-

- 8.1 The SCI pipe and CI pipe wherever necessary shall be fixed to RCC columns, beams etc. with rawl plugs and nothing extra shall be paid for this.

- 8.2 The contractor shall be responsible of the protection of the sanitary and water supply fittings and other fittings and fixtures against pilferage and breakage during the period of installation and thereafter until the building is handed over.

9. Variation Consumption of Materials :- The variation in consumption of material shall be governed as per CPWD specification and clauses of the contract to the extent applicable following specific clauses shall govern the variation in consumption of pig lead.

10. Variation in Consumption of Pig Lead :-

- 10.1 The pig lead for caulking of joints of SCI pipes shall be issued as per theoretical consumption for SCI pipes of size 100 mm, 75 mm, 55 mm of 0.98 kg, 0.88 kg and 0.77 kg per joint respectively . Over and above the theoretical quantities of lead as marked out, variation of 5% shall be allowed for wastage etc. Any difference between the actual consumption of pig lead and theoretical consumption worked out on the above basis including the authorised variation shall be recovered at double the issue

rate. Where the pig lead is arranged by the contractor, variation 5% will be allowed. In case variation is on lower side, the quantity of pig lead used less shall be recovered from the contractor at market rate to be determined by Engineer-in-charge whose decision in the matter will be final.

- 10.2 The theoretical quantity of cement to be utilised in item of concrete involving use of shingle aggregate and missed by volume batching shall be computed on the basis of the co-efficient for cement to be used in different items of the work provided in the DSR reducing each of the co-efficient by 5%. However, here the concrete is mixed by weight batching no such reduction shall be made from theoretical co-efficient given in for concrete with crushed stone aggregate.

11. Conditions :-

- 11.1 The contractor will have to work according to the programmed work, decided by the Engineer-in-charge. The contractor shall also construct a sample unit complete in all respects within time specified by the Engineer-in-charge and this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up. No extra claim whatsoever beyond the payments due at agreement rates will be entertained from the contractor on this account.
- 11.2 The contractor shall take instructions from the Engineer-in-charge for stacking of materials in any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services of compound walls are to be constructed.
- 11.3 If as per Municipal rules the huts for labour are not to be erected at the site of work by the contractors, the contractors are required to provide such accommodation as is acceptable to local bodies and nothing extra shall be paid on this account.

12. Conditions for Issue of Materials :-

- 12.1 The materials will be issued to the contractor at the place of delivery as mentioned in the schedule of materials during the working hours as per rules of CPWD stores as in force time to time. If these are delivered at any other site, the difference on account of less/more cartage will be adjusted accordingly. The contractor shall have to cart the materials to the site of work at his cost as soon as these are issued.
- 12.2 The materials like reinforcing bars, flats, tees, angles, sheets, CI and SCI pipes etc. contemplated to be issued will be issued in available sizes and lengths and the contractor shall bear the cost of cutting and shaping them according to the requirement of work. No claim for the wastage on this account shall be entertained.
- 12.3 Cement bags shall be stored in separate godowns to be constructed by contractor at his own cost as per sketch (which is only indicative and actual size will depend on the site requirements) at page 39 of CPWD specification 1996 with weatherproof roofs and walls. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with CPWD Engineer-in-charge of work and that of other lock with the authorised agent of the contractor at the site of work so that the cement is removed from the godown according to the daily requirement with the knowledge of both the parties and proper account maintained in standard proforma.
- 12.4 The contractor shall be fully responsible for the safe custody of materials issued to him even if the materials are under double lock system.
- 12.5 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department and shall construct suitable godowns, yard at site of work for storing all other materials so as to be safe against damage by sun, rain, damages, fire, theft etc. at his own cost and also employ necessary

watch and ward establishment for the purpose at his own cost. Materials to be charged directly to work and stipulated for issue of cost shall also be issued to contractor as soon as they are received at site or at the stipulated place of issue the provision of this clause will equally and fully be applicable to these items as well.

- 12.6 The standard sectional weights referred to as standard table in Para 5.3.3 in CPWD specifications for works 1996 with upto date correction slips to be considered for conversion of length of various size of M.S. bars/twisted bars/TMT bars in to weight are as under :-

Size (Dia. in mm)	Weight (in Kg/M)
6	0.222
8	0.395
10	0.617
12	0.888
16	1.58
18	2.00
20	2.47
22	2.98
25	3.85
28	4.83
32	6.31
36	7.99
40	9.85
45	12.50
50	15.42

Issue of steel of diameters above 10 mm will be regulated on sectional weight basis, weight being calculated with the help of the above tables. However for bars M.S./cold twisted bars/TMT bars upto and including 10 mm the following procedure shall be adopted. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The actual weight of steel issued shall be modified to take into account the variation between the actual and standard co-efficient given above and the contractor's accounts will be debited by the cost of modified quantity only. The discretion of the Engineer-in-charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for this purpose.

- 12.7 All materials obtained from Govt. stores or otherwise will be got checked by the Junior Engineer- in-charge of the work on receipt of the same at site before use.
- 12.8 Royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle, sand and bajri etc. collected by him for the execution of the work, direct to the Revenue Authority or Authorised Agent of the State Government concerned or Central Government.
- 12.9 For all kind of RCC works only OPC shall be allowed to be used. However PPC may be used for work other than RCC as per direction of Engineer-in-charge.
- 12.10 The contractor shall construct separate stores for storage of OPC and PPC at site and the contractor will not claim anything extra on this account.

- 12.11 Separate cement register showing the receipt and issue of OPC and PPC shall be maintained at site.
- 12.12 Cement to be supplied would be OPC or PPC as is available only. No special cement like white cement etc. shall be supplied. Cement issued will be for consumption at site. No cement will be issued for factory made items and those not manufactured at site.
- 12.13 Steel reinforcement bars to be supplied would be for RCC works only and not for other miscellaneous items, which would be arranged by the contractor.

13. Integral Water Proof Finishing:-

- 13.1 The contractor must associate himself with the specialised firm to be approved by the Engineer-in-charge in writing for integral cement based water proofing treatment for sunken floors and on roofs. 10 years guarantee in prescribed proforma attached must be given by the specialised firm, which shall be countersigned by the contractor in taken for his overall responsibility. In addition 10% (ten percent) of the cost of these items would be retained as guarantee to watch the performance of the work done. However half of this amount (withheld) would be released after five years if the performance of the work done is satisfactory. If any defect is noticed during the guarantee period, it should be rectified by the contractor within seven days and if not attended to the same will be got done by another agency at the risk and cost of the contractor. However this security deposit can be released in full, if bank guarantee of equivalent amount for 10 years is produced and deposited with the Department. While tendering the contractor must give:-
- (a) The name of the specialised firm.
 - (b) The trade names of the product, which would be used.

<u>ABSTRACT OF COST FOR REPAIRING AND HEIGHT EXTENSION OF COMPOUND WALL AT JENAPUR SITE</u>					
Sl. No.	Description of works	Qty	Unit	Rate	Amount
1	Site Clearance	L.S			
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 metres lead.	455.860	Sqm		
3	Brick work 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 in :Cement mortar 1:6 (1 cement : 6 coarse sand)	28.395	Cum		
4	20 mm cement plaster of mix : 1:6 (1 cement: 6 coarse sand)	642.440	Sqm		
5	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade:New work (Two or more coats applied @ 1.43 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)	642.440	Sqm		
6	Repairing and extension of Main Gate Height	L.S			

Signature:

Name:

Address:

