

NIT No.: 01 /LYD/AGRA/2018-19



Government of India  
Central Water Commission  
Lower Yamuna Division

Tender Document  
For  
Civil Work as Fixing of HDPE pipe & Orifice tube at  
Telemetry Station, Dholpur site under Lower  
Yamuna Division, Agra

Estimated Cost	– Rs. 1,58,212/-
Earnest Money	– Rs. 3164/-
Cost of Tender	– Rs. 500/-
Date of Opening	– 12.04.2018

**April “2018”**

Executive Engineer  
Lower Yamuna Division  
Central Water Commission  
Agra – 282 007

Certified that this tender document contains 1 to 19 pages.

EE, LYSD

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Executive Engineer  
Lower Yamuna Division  
Agra

## पोस्ट

(0562) 2604294

(0562) 2602268

भारत सरकार  
केंद्रीय जल आयोग  
कार्यालय अधिषासी अभियंता  
निचली यमुना मंडल

404-409, सेक्टर - 12 सी,  
आवास विकास कालोनी,  
आगरा - 282 007

E-mail: lyd\_agra@rediffmail.com

निविदा आमंत्रण सूचना पत्रांक: नियम/आगरा/2018-19/1711-16

दिनांक: 04.04.2018

## निविदा आमंत्रण सूचना

भारत के राष्ट्रपति की ओर से अधिषासी अभियन्ता, निचली यमुना मंडल, केंद्रीय जल आयोग, क्वाटर सं0 404-09, सेक्टर-12 सी, आवास विकास कालोनी, आगरा द्वारा "Civil Work as Fixing of HDPE pipe & Orifice tube at Telemetry Station Dholpur site" under Lower Yamuna Division, Agra, हेतु विशेषज्ञता प्राप्त फर्मों, ख्याति प्राप्त एजेंसियों अथवा केंद्रीय लोक निर्माण विभाग, डाक एवं तार विभाग, एम.ई.एस. एवं प्रान्तीय लोक निर्माण विभाग, सिंचाई विभाग के पंजीकृत ठेकेदारों से जो संलग्न अर्हक मानदण्ड (Eligibility criteria) के अनुसार कार्यों का पर्याप्त अनुभव रखते हैं, मद दर मोहरबंद निविदाएं आमंत्रित की जाती हैं।

- |  |   |                        |
|--|---|------------------------|
| (1) कार्य की अनुमानित लागत                             | : | Rs. 1,58,212/-         |
| (2) धरोहर राशि   | : | Rs. 3164/-             |
| (3) टेण्डर फार्म प्राप्त करने हेतु आवेदन की अंतिम तिथि | : | 10.04.2018 (16:00 बजे) |
| (4) टेण्डर फार्म बिक्री करने की अंतिम तिथि             | : | 11.04.2018 (16:00 बजे) |
| (5) टेंडर खुलने की तिथि                                | : | 12.04.2018 (15:30 बजे) |

कार्य की मात्रा तथा अन्य विवरण टेंडर फार्म में दिये गये हैं जो इस कार्यालय से किसी भी कार्य दिवस में 1100 बजे से 1600 बजे के मध्य 500/- रुपये राशि (वापसी योग्य नहीं) के नगद भुगतान या आगरा में देय अधिषासी अभियन्ता, निचली यमुना मंडल, केंद्रीय जल आयोग आगरा के पक्ष में जारी डिमान्ड ड्राफ्ट, डाक द्वारा मंगवाने हेतु 100/- रुपये अतिरिक्त देय) जो किसी भी अनुसूचित बैंक का हो, द्वारा प्राप्त किये जा सकते हैं।

आवेदन पत्र के साथ रजिस्ट्रेशन, पैन (PAN) कार्ड / GSTIN रजिस्ट्रेशन, कार्य अनुभव की प्रमाणित प्रतियां एवं पात्रता संबंधी कागजात संलग्न करने होंगे।

कृपया विवरण वेबसाइट [www.cwc.nic.in](http://www.cwc.nic.in) पर देखें।

अधिषासी अभियंता  
निचली यमुना उपमंडल

## प्रतिलिपि सूचनार्थ :

1. अधीक्षण अभियन्ता, जल विज्ञानीय प्रेक्षण परिमण्डल, केंद्रीय जल आयोग, वैषाली गाजियाबाद।
2. निदेशक, प्रबोधन एवं मूल्यांकन निदेशालय, केंद्रीय जल आयोग, आगरा।
3. लेखानुभाग, निचली यमुना मंडल, केंद्रीय जल आयोग, आगरा।
4. सूचना पट्ट, निचली यमुना मंडल, केंद्रीय जल आयोग, आगरा।
5. सूचना पट्ट, आगरा केंद्रीय मंडल, केंद्रीय लोक निर्माण विभाग, आगरा।
6. सूचना पट्ट, निस्सारण स्थल धौलपुर
7. मैसर्स .....

अधिषासी अभियंता  
निचली यमुना उपमंडल

GOVT OF INDIA  
CENTRAL WATER COMMISSION  
OFFICE OF THE EXECUTIVE ENGINEER  
LOWER YAMUNA DIVISION

404-409, Sector 12 C,  
Avas Vikas Colony,  
AGRA - 282 007

☎ (0562) 2604294

☎ (0562) 2602268

E-mail: lyd\_agra@rediffmail.com

NIT No.: LYD/AGRA/2018-19/ 1711-16

Dated. 04-04-2018

**NOTICE INVITING TENDER**

Item rate sealed tenders are hereby invited by the Executive Engineer, Lower Yamuna Division, CWC, Qtr. Nos. 404-409, Sector- 12 C, Avas Vikas Colony, Agra-282007 on behalf of the President of India from specialized firms, reputed agencies or registered contractors of C.P.W.D, P&T, MES and State PWD, Irrigation Department having sufficient past experience for such type of work as per enclosed eligibility criteria **“Civil Work as Fixing of HDPE pipe & Orifice tube at Telemetry Station Dholpur site” under Lower Yamuna Division, Agra.**

- |     |                                     |   |                           |
|-----|-------------------------------------|---|---------------------------|
| (1) | Estimated Cost                      | : | Rs. 1,58,212/-            |
| (2) | Earnest Money                       | : | Rs. 3164 /-               |
| (3) | Last date of receipt of application | : | 10.04.2018 ( 16:00 hours) |
| (4) | Last date of sale of tender         | : | 11.04.2018 ( 16:00 hours) |
| (5) | Date of opening of tender           | : | 12.04.2018( 15:30 hours)  |

The Tender Document containing details of quantities and other terms & conditions can be obtained from the office of the undersigned on any working day between 1100 hrs. to 1600 hrs. on payment of Rs. 500/- ( Non-refundable) in cash or Demand Draft ( Rs. 100/- extra in case by post) issued by any scheduled bank in favour of Executive Engineer, Lower Yamuna Division, Central Water Commission, Agra .

The attested copies of registration, experience certificates, PAN Card, GSTIN No. and documents in support of fulfilling the eligibility criteria shall be submitted along with application.

For further details see the website [www.cwc.nic.in](http://www.cwc.nic.in).

Executive Engineer  
Lower Yamuna Division

Copy to :-

1. Superintending Engineer, H.O.C., Vaishali, CWC, Ghaziabad
2. The Director, M&A, DTE, CWC, Agra.
3. The Accounts Branch, Lower Yamuna Division, Agra.
4. Notice Board, Lower Yamuna Division, Agra.
5. Notice board, Agra Central Division, CPWD, Agra.
6. Notice Board, Discharge Site, Dholpur.
7. M/s .....

Executive Engineer  
Lower Yamuna Division

### **Eligibility Criteria**

<b>SN</b>	<b>Criteria/Condition</b>
1.	<b>Registration:</b> Valid registration
2.	<b>Turnover Details:</b> Average annual financial turnover during last three years should be more than Rs. 2.00 Lakh.
3.	<b>Similar works* successfully completed during last seven years:</b> i) Three similar works of Rs. 0.63 Lakh each or ii) Two similar works of Rs. 0.95 Lakh each or iii) One similar work of Rs. 1.27 Lakh each.
4.	<b>Performance Report:</b> A performance report from the Government Department/ Public undertaking duly signed by the competent authority, of having successfully completed similar work mentioned at S.No. 3 above and/or satisfactory performances in works being handled.
5.	<b>PAN/GSTIN:</b> The attested copy of PAN/GSTIN shall be submitted with application.

\* Similar works means experience in surveying and civil works etc.

Executive Engineer  
Lower Yamuna Division  
Agra

GOVT OF INDIA  
CENTRAL WATER COMMISSION  
OFFICE OF THE EXECUTIVE ENGINEER  
LOWER YAMUNA DIVISION

404-409, Sector 12 C,  
Avas Vikas Colony,  
AGRA 282 007

☎ (0562) 2604294  
☎ (0562) 2602268  
e-mail:lyd\_agra@rediffmail.com

## NOTICE INVITING TENDER

1. Item rate / percentage rate tenders are invited on behalf of the President of India from approved and eligible contractors of C.P.W.D (and those of appropriate list of MES, BSNL, Railways and U.P.State P.W.D. (B&R) or State Government Departments ..... Dealing with building and roads, if there is no state PWD (B& R) for the work of **“Civil Work as Fixing of HDPE pipe & Orifice tube at Telemetry Station Dholpur site” under Lower Yamuna Division, Agra.**

The enlistment of the contractors should be valid on the last date of sale of tenders.

In case only the last date of sale of tender is extended, the enlistment of contractor should be valid on the original date of sale of tenders.

In case both the last date of receipt of application and sale of tenders are extended, the enlistment of contractor should be valid on either of the two dates i.e. original date of sale of tender or on the extended date of sale of tenders.

- 1.1 The work is estimated to cost **Rs.158212 /-** (**Rupees one lakh Fifty Eight Thousand Two hundred Twelve only**). This estimate, however, is given merely as a rough guide.
- 1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division which will deal with all matters relating to the invitation of tenders.

For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.

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

### Criteria of eligibility for issue of tender documents

Three similar works each cost not less than Rs 0.63 lacs or two similar works each costing not less than Rs 0.95 lacs or one similar work costing not less than Rs 1.27 lacs in last 7 years ending 31-03-2018.

The Value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of receipt of applications for tender.

2. Agreement shall be drawn with the successful tenderer on prescribed Form **No.CPWD-7/8**, which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be 1 (one) month from the date of start as defined in schedule “F” or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
4. The site for the work is available.
- 5 Applications for issue of forms shall be received by **10.04.2018 (4 P.M.)** and tender documents shall be issued by **11.04.2018 (4 P.M.)**.

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the **Executive Engineer, Lower Yamuna Division, C.W.C., Agra** between hours of **11:00 A.M. & 04:00 P.M.** from **10.04.2018 to 11.04.2018** everyday except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment **Rs. 500/-** in cash as cost of tender

6. (i) Tender shall be accompanied with Earnest Money of **Rs. 3164/- ( Three Thousands One Hundred Sixty Four only)** in Receipt, Treasury Challan/Deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/Demand Draft of a scheduled bank issued in favour of **Executive Engineer, Lower Yamuna Division, C.W.C., Agra**. 50% of earnest money or Rs. 2.00 lakh, whichever is less, will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of Bank Guarantee issued by a scheduled bank having validity for 6 months or more from the last date of receipt of tenders.
- 6 (ii) The tender and the earnest money shall be placed in separate sealed envelopes, each marked “Tender” and “Earnest Money” respectively. In cases where earnest money in cash is acceptable, the same shall be deposited with the Cachier of the Division and the receipt placed in the envelope meant for earnest money. Both the envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received by the **Executive Engineer, Lower Yamuna Division, C.W.C., Agra** upto **03:00 P.M. on 12.04.2018** and will be opened by him or his authorised representative in his office on the same day at **03.30 P.M.** The envelope marked “Tender” of only those tenderers shall be opened, whose earnest money, placed in the other envelope, is found to be in order.

7. The contractor whose tender is accepted, will be required to furnish performance guarantee of **5% (Five Percent)** of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (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 prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

8. The description of the work is as follows:

**“Civil Work as Fixing of HDPE pipe & Orifice tube at Telemetry Station Dholpur site” under Lower Yamuna Division, Agra.**

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

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

9. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily 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 liable to rejection.
11. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.



12. The contractor shall not be permitted to tender for works in the CWC circle (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 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, Govt. of India. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
13. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of 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.
14. The tender for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
15. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within **15 days** from the stipulated date of start of the work, sign the contract consisting of:-
  - (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 and acceptance thereof together with any correspondence leading thereto.
  - (b) Standard C.P.W.D. Form – 7/8.
16. For Composite Tenders :
  - 16.1.1.1 The Executive Engineer in charge of major component will call tenders for the composite work. The cost of tender documents and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite tender.
  - 16.1.1.2 The tender document will include following three components :

Part A : - CPWD- 6 , CPWD- 7/8 including schedule A to F for major component of the work, Standard General Conditions of Contract for CPWD 2010 or latest edition as applicable with all amendments/ modifications.

Part B : - General/specific conditions, specifications and schedule of quantities applicable to major component of the work .

Part C : - Schedule A to F for minor component of the work, (SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components). General/Specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

- 16.1.3 The tenderer must associate with himself, agencies of the appropriate class eligible to tender for each of the minor component individually.
- 16.1.4 The eligible tenderers shall quote rates for all items of major component as well as for all items of minor components of work. It will be obligatory on the part of the tenderer to sign the tender document for all the components (The schedule of quantities, conditions and special conditions etc.)
- 16.1.5 After acceptance of the tender by competent authority, the Executive Engineer In charge of the major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component. EE of major component will operate part A and part B of the agreement. EE/DDH in charge of minor component(s) shall operate Part C along with Part A of the agreement.
- 16.1.6 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement. .
- 16.1.7 Security deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major component of work.
- 16.1.8 The main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the tender document and has to submit detail of such agency(s) to Engineer-in-charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of minor component(s).
- 16.1.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of minor component. The new agency/ agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer- in – Charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 16.1.10 The main contractor has to enter into agreement with the contractor(s) associated by him for execution of minor component(s). Copy for each agreement shall be submitted to EE/DDH in charge of each minor component as well as to EE in charge to major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.
- 16.1.11 Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.
- 16.1.12 Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.

Executive Engineer  
Lower Yamuna Division  
Central Water Commission, Agra  
For & on behalf of President of India

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION**

STATE : UTTAR PRADESH / CENTRAL  
BRANCH : YAMUNA BASIN ORGANIZATION, NEW DELHI  
CIRCLE : HYDROLOGICAL OBSERVATION CIRCLE,  
VAISHALI, GHAZIABAD  
DIVISION : LOWER YAMUNA DIVISION , AGRA  
SUB DIVISION : LOWER YAMUNA SUB DIVISION, AGRA.

**PERCENTAGE RATE TENDER/ITEM RATE TENDER & CONTRACT FOR WORKS**

(A) TENDER FOR THE WORK OF : **“Civil Work as Fixing of HDPE pipe & Orifice tube at Telemetry Station Dholpur site” under Lower Yamuna Division, Agra.**

(i) To be submitted by **1500** hours on **12.04.2018** to the **Executive Engineer, Lower Yamuna Division, Central Water Commission, Agra.**

(ii) To be opened in presence of tenderers who may be present at **1530** hours on 12.04.2018 in the office of the Executive Engineer, Lower Yamuna Division, Central Water Commission, Agra.

Issued to: \_\_\_\_\_  
(CONTRACTOR)

Signature of officer issuing the documents \_\_\_\_\_

Designation: Executive Engineer, Lower Yamuna Division, Central Water Commission, Agra

Date of Issue: \_\_\_\_\_

## TENDER

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

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

We agree to keep the tender open for Ninety (90) days from the due date of its opening/ninety days from the date of opening of financial bid in case tenders are invited on 2/3envelope system (Strike out as the case may be) and not to make any modifications in its terms and conditions.

A sum of Rs 3164/- is hereby forwarder in cash/receipt treasury challan/challan/ deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto 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 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process 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 therefrom to any person other than a person to whom I/we am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated .....

Signatures of Contractor

Postal Address

Witness :  
Address :  
Occupation :

### **ACCEPTANCE**

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

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

- i)
- ii)
- iii)
- iv)

For & on behalf of President of India

Signatures:-

Dated : \_\_\_\_\_

Designation :-

## SCHEDULES

**SCHEDULE ‘A’** : Schedule of quantities (Enclosed):- As enclosed in tender document

**SCHEDULE ‘B’** : Schedule of materials to be issued to the contractor

Sl.No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
N. A.				

**SCHEDULE ‘C’** : Tools and Plants to be hired to the contractor

Sl.No.	Description	Hire charges per day	Place of issue
1	2	3	4
N. A.			

**SCHEDULE ‘D’** : N. A.

Extra schedule for specific requirements/documents for the work, if any:

**SCHEDULE ‘E’** : Reference to General Conditions of Contract

NAME OF WORK: “**Civil Work as Fixing of HDPE pipe & Orifice tube at Telemetry Station Dholpur site” under Lower Yamuna Division, Agra.**

- |      |                        |   |                          |
|------|------------------------|---|--------------------------|
| {i}  | Estimated cost of work | : | Rs. 1,58,212/-           |
| (ii) | Earnest Money          | : | Rs 3164/-                |
| iii) | Performance Guarantee  | : | 5% of the tendered value |
| (iv) | Security Deposit       | : | 5% of the tendered value |

## **SCHEDULE 'F' :**

### **General Rules & Directions :**

Officer Inviting Tender : Executive Engineer, Lower Yamuna Division, Central Water Commission, Agra

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

### **Definitions :**

2 (v)	Engineer-in-Charge	: Executive Engineer, Lower Yamuna Division, Central Water Commission, Agra
2 (viii)	Accepting Authority	: Executive Engineer, Lower Yamuna Division, Central Water Commission, Agra
2 (x)	Percentage on cost of materials and labour to cover all overheads and profits.	: 15%
2 (xi)	Standard Schedule of Rates	: As per Delhi Schedule of Rates "2014"
2 (xii)	Department	: Central Water Commission
9(ii)	Standard CPWD Contract Form	: CPWD form 7/8 as modified and corrected upto February, 2012

### **Clause 1**

- |      |  |           |
|------|--|-----------|
| (i)  | Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance. | : 15 days |
| (ii) | Maximum allowable extension beyond the period ( provided in i) above                                 | : 07 days |

### **Clause 2**

Authority for fixing compensation under Clause 2. : Superintending Engineer, Hydrological Observation Circle, CWC, Vaishali, Ghaziabad

### **Clause 2 A**

Whether clause 2A shall applicable : No

### **Clause 5**

Number of days from the date of issue of letter acceptance for reckoning date of start : 30 days

Mile stone(s) as per table given below :

**Table of Mile Stone(s)**

Sl. No.	Description of Milestone (Physical)	Time Allowed in days ( from date of start)	Amount to be withheld in case of non achievement of milestone
1.	The contractor has to submit the work plan before start of work. Which will be serve as milestone.		
2.			
3.			

**Time allowed for execution of work** : 01 months

**Authority to decide :**

- ( i) Extention of time : Executive Engineer, Lower Yamuna Division, Central Water Commission, Agra
- (ii) Rescheduling of mile Stones : Executive Engineer, Lower Yamuna Division, Central Water Commission, Agra

**Clause 6, 6A**

Clause applicable –(6 or 6A) : N. A.

**Clause 7**

Gross work to be done together with net payment / adjustment : N. A.  
of advances for material collected, if any since the last such  
payment for being eligible to interim payment

**Clause 10 A**

List of testing equipment to be provided by the contractor at site lab

- |         |         |
|---------|---------|
| 1. .... | 2. .... |
| 3. .... | 4. .... |
| 5. .... | 6. .... |

**Clause 10B (ii)**

Whether clauses 10B(ii) shall be applicable : Yes/No

**Clause 10 C**

Component of labour expressed as percent of value of work :

**Clause 10CA : N. A.**

Materials covered under this clause	Nearest Material ( other than cement, reinforcement bars and structural steel) for which All India Wholesale Price index is to be followed	Base price of all the Materials covered under clause 10CA
--	---	---

- |         |       |       |
|---------|-------|-------|
| 1. .... | ..... | ..... |
| 2. .... | ..... | ..... |
| 3. .... | ..... | ..... |

**Clause 10CC**

Clause 10CC to be applicable in contracts with stipulated period : N. A. ... months  
of completion exceeding the period shown in next column

Schedule of component of other materials, labour, POL etc. for : N.A.  
price escalation.



Component of civil (except materials covered under clause 10CA) / Electrical construction Materials-expressed as percent of total value of work.

Xm .....%

Component of Labour- expressed as per =cent of total value of work.

y.....%

Component P.O.L. – expressed as percent of total value of work.

Z .....%

#### Clause 11

Specifications to be followed for execution of work : As per Engineer-in-charge

#### Clause 12

12.2 & 12.3 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work : N. A.

12.5 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work. : N. A.

#### Clause 16

Competent Authority for deciding reduced rates. : Superintending Engineer, Hydrological Observation Circle, CWC, Noida

#### Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site. .

- |                   |                  |
|-------------------|------------------|
| 1. .... N.A. .... | 2. ....N.A. .... |
| 3. ....           | 4. ....          |
| 5. ....           | 6. ....          |

#### Clause 36(i)

Sl. No	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative )	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	Graduate Engineer	Civil/ Elect/ Mech	Principal Technical representative	5 yrs	1	4000	Four Thousand only

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

#### Clause 42

(i)(a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates-2012,

(ii) Variations permissible on theoretical quantities - N. A.

(a) Cement for works with estimated cost put to tender : 3% plus / minus not more than Rs. 5 lakhs

for works with estimated cost put to tender more than 5 lakhs : 2% plus / minus

(b) Bitumen for all works : 2.5% plus only & nil on minus side

- (c) Steel reinforcement and structural steel sections : 2% plus / minus  
for each diameter, section and category
- (d) All other materials : Nil

**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION: N.A**

Sl. No.	Description of item	Rates in figures and words at which recovery shall be made from the Contractor.	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement		
2.	Steel reinforcement		
3.	Structural Sections		
4.	Bitumen issued free		
5.	Bitument issued at stipulated fixed price		

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. SCOPE OF WORK**

- 1.1.** The work done under this Contract shall conform to the standards mentioned in the Technical Specifications, as per Annexure.
- 1.2.** The Department or its representative shall have the right to inspect and/or to test the work done to confirm their conformity to the Contract specifications at no extra cost to the Department.
- 1.3.** Should any inspected or tested work fail to conform to the specifications, the Department shall reject the work and the contractor shall either redo the rejected work or make all alterations necessary to meet specification requirements free of cost to the Department.
- 1.4.** The contractor shall provide an experienced foreman/ supervisor and technicians to perform the work covered herein. The department has the right to remove any personnel from the work, who in its opinion are not qualified, unwilling or are unable to perform the work and responsibilities assigned to them by the contractor.

### **2. Terms of payment:**

- 2.1** Any taxes and / or other Government levies as applicable or becoming later due to or under any law shall be deducted from the bill.
- 2.2** The payment shall be made by account payee cheque / demand draft on monthly basis as per actual measurement of works and the final payment of work shall be made after completion of complete work up to the full satisfaction of Engineer-in-Charge.
- 2.3** The contractor shall provide a Bank / Performance Guarantee in the prescribed Form of 5% of the tendered amount. The Bank / Performance Guarantee submitted by the contractor shall be valid for 90 days. In addition to this security deposit of 5% of tendered amount shall be deducted from the bills at the time of making the payments. The security deposit shall be released after completion of six months maintenance period.

### **3. Jurisdiction:**

All disputes or differences between the parties to this agreement, meaning or effect of this agreement, of the respective rights and liabilities of the parties here to or their enforcement there under, shall be referred as per the provision of the Indian Arbitration Act and only the courts in Agra and Allahabad shall have jurisdiction in all matter arising out of or connected with the agreement.

**4. Assignment:**

The contractor shall not assign, in whole or any part, its obligations to perform under this contract to other contractor without prior written permission of the department.

**5. Contractor's Obligations:**

The contractor is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.

6. The contractor is advised to visit the site before quoting the rates in his own interest.
7. The rates should be quoted in figures as well as in words.
8. The rates shall be valid minimum period of 90 days from the date of opening of the tender.
9. Arrangement of water and electricity shall be arranged by the contractor at his own cost.
10. The conditional tenders are liable to be rejected immediately at the time of opening of tenders.
11. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
12. In addition to the special condition of Terms and Conditions as laid down in contract shall be governed by the General Conditions of Contract (CPWD).
13. The contractor should clearly indicate whether the rates quoted are inclusive/exclusive of service tax.

Executive Engineer  
Lower Yamuna Sub Division

Signature of Contractor :  
Seal :  
Address :

## Schedule

**Name of Work : Proposed estimate for the Civil work as fixing of HDPE pipe & orifice tube at Telemetry station Dholpur Site under Lower Yamuna Sub Division -II, Agra**

Sl. No	Item of work	Qty.	Rate (Rs)	Unit	Amount (Rs)
1	Excavation work by mechanical means (Hydraulic excavator)/ manual means in foundation trenches or drains (not exceeding 1.5m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soils as directed, within a lead of 50 m. Ordinary rock as per item no. 2.9.1 ,p-77	27.00		Cum.	
2	Providing and laying in position cement concrete of 1:3:6 (1 cement 3 sand 6 graded stone aggregate) 20 mm nominal size excluding the cost of centering and shuttering All work upto plinth level Pillars	16.20		Cum.	
3	Centering and shuttering including strutting, propping etc. and removal of form work for : Foundations, footings, bases for columns	108.00		Sqm.	
4	HDPE pipe 1.25" diameter from Telemetry station to Termination block	250.00		Mtr.	
5	Orifice tube from Telemetry station to Termination block	250.00		Mtr.	
6	Open fitting of HDPE Pipe & Orifice tube from telemetry station to river bed.	One Job		-	
		Total Rs.			

**Contractor Signature :**  
**Seal :**