

NIT No.: 17 /LYD/AGRA/2014-15



Government of India
Central Water Commission
Lower Yamuna Division

Tender Document
For
Supply of Miscellaneous Items for Telemetry Stations
at Etawaha, Dholpur, Hamirpur, Auraiya, Garrauli,
Seondha, Jhansi under Lower Yamuna Division
CWC, Agra

Estimated Cost	–	Rs. 4,25,200.00
Earnest Money	–	Rs. 8504.00
Cost of Tender	–	Rs. 500.00
Date of Opening	–	09.04.2015

March “2015”

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

Certified that this tender document contains 1 to 18 pages.

EE, LYD

INDEX

Sl. No.	Description	Page No.
1.	Notice Inviting Tender (Hindi)	01
2.	Notice Inviting Tender (English)	02
3.	Eligibility Criteria	03
4.	Form CPWD – 6	4 to 8
5.	Form CPWD – 7 & 8	9 to16
7.	Special Conditions of Contract	17
8.	Schedule of Quantity	18

THIS TENDER DOCUMENT CONTAINS PAGES 1 TO 18 ONLY
--

Executive Engineer
Lower Yamuna Division
Agra

पंजीकृत / स्पीड पोस्ट

भारत सरकार
केंद्रीय जल आयोग
कार्यालय अधिशासी अभियंता
निचली यमुना मंडल

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

☎ (0562) 2604424

☎ (0562) 2602268

E-mail: lyd_agra@rediffmail.com

निविदा आमंत्रण सूचना पत्रांक: 17 /नियम/आगरा/2014-15/

दिनांक: 25.03.2015

निविदा आमंत्रण सूचना

भारत के राष्ट्रपति की ओर से अधिशासी अभियन्ता, निचली यमुना मंडल, केंद्रीय जल आयोग, क्वाटर सं0 404-09, सेक्टर-12 सी, आवास विकास कालोनी, आगरा द्वारा **Supply of Miscellenous Items for Telemetry Stations at Etawaha, Dholpur, Hamirpur, Auraiya, Garrauli, Seondha, Jhansi under Lower Yamuna Division CWC, Agra** हेतु विशेषज्ञता प्राप्त फर्मों, ख्याति प्राप्त ऐजेंसियों 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 है।

- | | | |
|--|---|-------------------------|
| (1) कार्य की अनुमानित लागत | : | Rs. 4,25,200/- |
| (2) धरोहर राशि | : | Rs. 8,504/- |
| (3) टेण्डर फार्म प्राप्त करने हेतु आवेदन की अंतिम तिथि | : | 07.04.2015(16:00 बजे) |
| (4) टेण्डर फार्म बिक्री करने की अंतिम तिथि | : | 08.04.2015 (16:00 बजे) |
| (5) टेण्डर खुलने की तिथि | : | 09.04.2015 (15:30 बजे) |

कार्य की मात्रा तथा अन्य विवरण टेण्डर 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 अधिशासी अभियन्ता, निचली यमुना मंडल, केन्द्रीय 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, कार्य अनुभव की प्रमाणित प्रतियां एवं पात्रता संबंधी कागजात संलग्न करने होंगे।

कृपया विवरण वेबसाइट www.cwc.nic.in पर देखें।

अधिशासी अभियन्ता
निचली यमुना मंडल

प्रतिलिपि सूचनार्थ :

1. अधीक्षण अभियन्ता, जल विज्ञानीय प्रेक्षण परिमण्डल, केंद्रीय जल आयोग, नोएडा।
2. लेखानुभाग, निचली यमुना मंडल, केन्द्रीय जल आयोग, आगरा।
3. सूचना पट्ट, निचली यमुना मंडल, केन्द्रीय जल आयोग, आगरा।
4. सूचना पट्ट, आगरा केन्द्रीय मंडल, केन्द्रीय लोक निर्माण विभाग, आगरा।
5. मेसर्स

अधिशासी अभियन्ता
निचली यमुना मंडल

**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) 2604424

☎ (0562) 2602268

E-mail: lyd_agra@rediffmail.com

NIT No.: 17 /LYD/AGRA/2014-15/ -

Dated. 25-03-2015

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 having sufficient past experience for such type of work as per enclosed eligibility criteria **“Supply of Miscellenous Items of Telemetry Stations at Etawah, Dholpur, Hamirpur, Auraiya, Garrauli, Seondha, Jhansi under Lower Yamuna Division CWC, Agra.**

- | | | | |
|-----|--|---|------------------------------------|
| (1) | Estimated Cost | : | Rs. 4,25,200/- |
| (2) | Earnest Money | : | Rs. 8,504/- |
| (3) | Last date of receipt of application | : | 07. 04.2015 (16:00 hours) |
| (4) | Last date of sale of tender | : | 08. 04. 2015 (16:00 hours) |
| (5) | Date of opening of tender | : | 09. 04. 2015 (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 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.

**Executive Engineer
Lower Yamuna Division**

Copy to :-

1. The Superintending Engineer, Hydrological Observation Circle, CWC, Noida.
2. The Accounts Branch, Lower Yamuna Division, Agra.
3. Notice Board, Lower Yamuna Division, Agra.
4. Notice board, Agra Central Division, CPWD, Agra.
5. M/s

**Executive Engineer
Lower Yamuna Division**

Eligibility Criteria

SN	Criteria/Condition
1.	Registration: Valid registration
2.	Turnover Details: Average annual financial turnover during last three years should be more than Rs 4.85 Lakh.
3.	Similar works* successfully completed during last seven years: <ul style="list-style-type: none">i) Three similar works of Rs 1.72 Lakh, orii) Two similar works of Rs 2.13 Lakh, ori) One similar works of Rs3.5 Lakh each.
4.	Performance Report: 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.	PAN/TIN: The attested copy of PAN/TIN shall be submitted with application.

* Similar Supply works

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) 2604424

☎ (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 **“Supply of Miscellaneous Items of Telemetry Stations at Etawah, Dholpur, Hamirpur, Auraiya, Garrauli, Seondha, Jhansi under Lower Yamuna Division CWC, 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. 4,25,200/- (Rupees Four Lakh Twenty Five Thousand Two Hundred 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

1.2.1 **Conditions for Non – CPWD contractors only, if tenders are also open to non-CPWD contractors.**

For works estimated cost up to Rs. 15 crore.

Three similar works each of value not less than 40% of estimated cost or two similar work each of value not less than 50% of estimated cost or one similar work of value not less than 80% of estimated cost (rounded to nearest Rs. 10 lac) in last 7 years ending last day of the month previous to the one in which the tenders are invited.

Note :- For works costing above Rs.3 crore but up to Rs.15 crore, when tenders are open to non-CPWD contractors also, then class II contractors of CPWD shall also be eligible if they satisfy the eligibility criteria specified in 1.2.1 above.

1.2.2 Criteria of eligibility for CPWD as well as non- CPWD contractors.

For works estimated to cost above Rs. 15 crore.

Three similar works each of value not less than 40% of estimated cost or two similar work each of value not less than 60% of estimated cost or one similar work of value not less than 80% of estimated cost (rounded to nearest Rs. 10 lac) in last 7 years ending last day of the month previous to the one in which the tenders are invited.

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 **01** months 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 07-04-2015 (**4 P.M.**) and tender documents shall be issued by 08-04-2015 (**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 25-03-2015 to 09-04-2015 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. 8,504/- (**Eight Thousand Five Hundred 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. 20 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 09-04-2015** 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:
- “Supply of Miscellaneous Items of Telemetry Stations at Etawah, Dholpur, Hamirpur, Auraiya, Garrauli, Seondha, Jhansi under Lower Yamuna Division CWC, Agra”.**

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

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their 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 authorityh under clause 2 and clause 5 as mentionedin 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 components(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 of each agreement shall be submitted to EE/DDH in charge of each minor component as well as to EE in charge of 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, NOIDA
DIVISION : LOWER YAMUNA DIVISION , AGRA

PERCENTAGE RATE TENDER/ITEM RATE TENDER & CONTRACT FOR WORKS

- (A) TENDER FOR THE WORK OF : **“Supply of Miscellenous Items of Telemetry Stations at Etawaha, Dholpur, Hamirpur, Auraiya, Garrauli, Seondha, Jhansi under Lower Yamuna Division CWC, Agra ”.**
- (i) To be submitted by **1500** hours on **09-04 -2015** to the **Executive Engineer, Lower Yamuna Division, Central Water Commission, Agra.**
- (ii) To be opened in presence of tenderers who may be present at **1600** hours on **09-04-2015** 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 8,504/-** 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: "Supply of Miscellenous Items for Telemetry Stations at Etawaha, Dholpur, Hamirpur, Auraiya, Garrauli, Seondha, Jhansi under Lower Yamuna Division CWC, Agra".

- {i} Estimated cost of work : Rs. 4,25,200/-
- (ii) Earnest Money : Rs 8,504/-
- (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 : The Rates have been adopted on the basis of
Quotation received from local suppliers

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, Noida

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 price escalation.

N.A.

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 Enguneer	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 : N.A.
not more than Rs. 5 lakhs
- for works with estimated cost put to tender more : N.A.
than 5 lakhs
- (b) Bitumen for all works : N.A
- (c) Steel reinforcement and structural steel sections : N.A.
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. The Contractor shall be fully responsible for loss or damage of the Government property during Supply of Misc. Items at sites under LYD, Agra.
2. Tenderer may visit the sample of similar items to be supplied.
3. The Contractor shall provide one year warrantee on all Items.
4. The payment will be made by account payee cheque / demand draft after completion of work on quarterly basis.
5. The contractor shall provide a Bank / Performance Guarantee in the prescribed Performa of 5% of the tendered amount. The Bank / Performance Guarantee submitted by the contractor shall be valid up to six months beyond the completion of work.
6. The work shall be completed within fifteen days from the date of issue of supply order.
7. The supply of all Items shall be carried out in supervision of J. E.(Comm.), Lower Yamuna Division, CWC, Agra.
8. The supply work shall be carried out as per specifications quoted in Schdule of Qty.
9. 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 Delhi shall have jurisdiction in all matter arising out of or connected with the agreement.
10. The rates shall be quoted both in figures & words also.
11. Rates shall be quoted inclusive of all taxes including service tax etc. & nothing extra shall be paid.

Executive Engineer
Lower Yamuna Division

Signature of Contractor
Seal
Address

(Schedule of Quantity)

Name of Work: Supply of Misc. items/Articles.

S. No	Description of Item/Article	Quantity	Unit	Rates(In Rs.)		Amount in Rs.
				In Figures	In Words	
1.	HDPE Pipe for Etawaha, Dholpur, Hamirpur, Auraiya, and Garaulli.	1030	Mtr.			
2.	Orifice Tube for Etawaha, Dholpur, Hamirpur, Auraiya, Seondha, and Garaulli	1140	Mtr.			
3.	GPS Cable with connector for Jhansi	01	Nos.			
4.	Antenna Cable with connector for Jhansi	01	Nos,			
	VAT @ 12.5% on items.....					
	VAT @ 5% on items.....					
	Grand Total					

TOTAL Rs.

Note: Makes are tentative. Equivalent/superior quality items can also be mentioned subject to the prior approval from thr Engineer-in-charge. Sample along with demonstration, if any to be submitted by the Tenderer if desired by the Department.

Issuing authority

Executive engineer
Lower Yamuna Division
Central Water Commission
Agra

Signature of Contractor
Seal
Address