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Certified that this document contains 22 pages

- 1 Name of Contractor : _____
- 2 Date of Application for tender by Contractor : _____
- 3 Receipt of application in this office : _____
- 4 Date of Issue of Tender Document : _____
- 5 Date of Receipt of Tender Document : _____

**Executive Engineer
MBD, CWC, Guwahati**



**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
MIDDLE BRAHMAPUTRA DIVISION
ADABARI, P.O. GUWAHATI UNIVERSITY
GUWAHATI – 781014**

No. MBD/DB/Tender(MSD)/15/2014/3777-84

Date: 29-09-2014

SHORT NOTICE INVITING TENDER

Notice Inviting Tender called by the Executive Engineer, Middle Brahmaputra Division, Central Water Commission, Adabari, Guwahati-781014 is hereby enclosed for wide circulation regarding the following work:

- | | |
|---|--|
| 1. Name of Work | Minor renovation of CWC Office Building –
Providing tiles at the rooms of Director(M&A)
and Deputy Director(M&A) |
| 2. Estimated Amount | ₹1,09,008/- (Rupees one lakh nine thousand and
eight only) |
| 3. Earnest Money | ₹2,180/- (Rupees two thousand one hundred
eighty only) |
| 4. Cost of Tender Document | ₹500/- (Rupees five hundred only) |
| Performance Guarantee | 5% of tendered value of work |
| Security Deposit | 2.5% of tendered value of work |
| 5. Last date of Receipt of
Application | 27-10-2014 upto 4PM |
| 6. Last date of Sale of Tender
Document in division office | 28-10-2014 upto 4PM |
| 7. Last date of Receipt of
Tender Document | 31-10-2014 upto 3 PM |
| 8. Date of Opening of Tender | 31-10-2014 at 3:30 PM |
| 9. Period of Contract | 30 (Thirty) Days |

[The tender document can also be downloaded from CPP portal www.eprocure.gov.in or www.cwc.nic.in.

The bidder downloading the tender document from website shall enclose the cost of tender document i.e. ₹500/- (Rupees five hundred only) in the form of A/C payee Demand Draft (non - refundable) drawn on any scheduled bank in favour of the Executive Engineer, Middle Brahmaputra Division, CWC, Guwahati, payable at Guwahati in a separate envelope along with the tender document at the time of submission]

Copy forwarded with request to make publicity by displaying the enclosed NIT on Notice Board to:

1. The Superintending Engineer(HOC), CWC, Guwahati-14 for information.
2. The Director, M&A Dte., CWC, Guwahati-14 w.r.t. letter no. 14/1/Misc/2013-M&AG/1161 dated 25-09-2014
3. The Executive Engineer, U.B. Division, C.R. Building, Dibrugarh-3
4. The SubDivisional Engineer, Mechanical SubDivision, CWC, Guwahati-14 for information and necessary action.
5. The Sub Divisional Engineer, PPSD, CWC, Jail Road, Milanpur, Nalbari-781337
6. The Accounts Branch, M.B. Division, CWC, Guwahati
7. The Notice Board, MBD, CWC, Guwahati
8. CPP website www.eprocure.gov.in / CWC Website www.cwc.nic.in.

**(B B Saikia)
Executive Engineer**

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
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 Deptt. Of Telecommunications, M.E.S., Railways and _____ State P.W.D.)*, for the work of **Minor renovation of CWC Office Building – Providing tiles at the rooms of Director(M&A) and Deputy Director(M&A).**

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 tenders 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 of tender or on the extended date of sale of tenders.

- 1.1.1 The work estimated to cost of ₹1,09,008/-(Rupees one lakh nine thousand and eight only). This estimate, however, is given merely as a rough guide.
- 1.1.2 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for the 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.

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

Three similar works each costing not less than Rs. _____ lacs or Two similar works each costing not less than Rs _____ lacs or one similar work costing not less than Rs _____ lacs in last 7 years ending _____(Date).

For the purpose of this clause 'Similar Work" means the works of
As mentioned at Sl. No. 1

Note:- Above condition is applicable (i) for CPWD as well as Non CPWD contractors for works estimated to cost above Rs.10 Crores (ii) Only for Non CPWD contractors for works estimated to cost upto Rs. 15 Crores.

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 will be 30 (Thirty) Days 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 shall be made available in parts as specified below –

The Site is available

5. Applications for issue of forms shall be received by **27-10-2014 upto 4PM** and tender documents shall be issued by **28-10-2014 upto 4PM**.

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, MBD, CWC, Behind Adabari Bus Stand PO Gauhati University, Guwahati 781014** between hours of 11.00 A.M. & 04.00 P.M. from **29-09-2014 to 27-10-2014 upto 4PM** every day except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from this office, during the hours specified above, on payment of the following:-

- i) **₹500/- (Rupees five hundred only)** in cash as cost of tender
- ii) ~~Earnest Money of **₹2,180/- (Rupees two thousand one hundred eighty only)** in cash (upto ₹10,000/-) / 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, MBD, CWC, Guwahati, 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.~~
6. 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 O/o the Executive Engineer, MBD, CWC, Guwahati upto **31-10-2014 upto 3 PM** and will be opened by him or his authorized representative in his office on the same day i.e. **31-10-2014 at 3:30 PM**.
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.
8. The description of the work is as follows

Minor renovation of CWC Office Building – Providing tiles at the rooms of Director(M&A) and Deputy Director(M&A)

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 forms 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 effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and not 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 without the assignment of any reason. All tenders in which any or 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 reject.
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 CPWD 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 Public Works Department or in the Ministry of Urban Development. 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 **90 (Ninety) Days** from the date of opening of tenders/if any tender 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 CPWD Form 7/8

16. For Composite Tenders

- 16.1.1 The tenderer must associate with himself agencies of the appropriate class eligible to tender for the other components individually.
- 16.1.2 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.)
- 16.1.3 After the work is awarded, the contractor will have to enter into separate agreements for each component with the Officer concerned.
- 16.1.4 Executive Engineer in charge of minor component shall make interim payments in respect of minor component of work. Executive Engineer in charge of the major component shall make the payment against final bill of the composite contract.
- 16.2 The Executive Engineer In-charge of the major component will call tenders for the composite work. The cost of tender document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite tender. 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.
- 16.3 On acceptance of the composite tender by the competent authority, the letter of award will be issued by the Executive Engineer in-charge of the major component on behalf of the President of India, making it clear in the letter of award that the contractor will have to execute separately agreements for different components of work with the concerned officers of the respective discipline (Designation to be given).

Signature of Divisional Officer/Sub-Divisional Officer
For & on behalf of President of India

CPWD FORM 6 :- CORRECTION SLIP No.1*Vide OGWICONI236 dt. 31.7.2008*

Existing Provision	Modified Provision
<p><i>Page 2 (Note at the bottom of para 1.2)</i></p> <p>Note:- Above condition is applicable (i) for CPWD as well as Non CPWD contractors for works estimated to cost above Rs. 10 Crores (ii) Only for Non CPWD contractors for works estimated to cost upto Rs. 10 Crores.</p>	<p><i>Page 2 (Note at tile bottom of para 1.2)</i></p> <p>Note</p> <p>(1) :- Above condition is applicable (i) for CPWD as well as Non CPWD contractors for works estimated to cost above Rs. 15 Crores (ii) Only for Non CPWD contractors for works estimated to cost upto Rs. 15 Crores.</p> <p>(2) 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.</p>
<p><i>Peqe » (Para 12)</i></p> <p>The contractor shall not be permitted to tender for works in the CPWD 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) HeDepartment.</p>	<p><i>Page 4 (Para 12)</i></p> <p>The contractor shall not be permitted to tender for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) 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 Department.</p>

The above amendments shall come into force with immediate effect and shall be applicable only in those contracts where the modified provisions are made part of.

CPWD FORM 6 :- CORRECTION SLIP No.2*Vide DGW/CON/238 dt. 7.11.2008*

Existing provision	Modified provision
<p><i>Page 2, S.no.5</i></p> <p>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 thebetween hours of 11.00 A.M. & 04.00 P.M. from..... to..... every day except-on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment of the following:-</p> <p>(i) Rs in cash as cost of tender and</p> <p>(ii) Earnest Money of Rs in cash (upto Rs.10,000/-) / 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 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.</p>	<p><i>Page 2, S.no.5</i></p> <p>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 between hours of 11.00 A.M. & 04.00 P.M. from to 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 of Rs..... in cash as cost of tender.</p> <p>(ii) Deleted</p>

Tenders, which should always be placed in sealed envelope with the name of work and due date written on envelopes, will be received by the upto 3.00 P.M. on and will be opened by him or his authorized representative in his office on the same day at 3.30 P.M.

6(i) Tenders shall be accompanied with Earnest money of Rs.....in cash(upto Rs. 10000/-) /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.....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.

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 Cashier 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 upto 3.00 P.M. onand will be opened by him or his authorized representative in his office on the same day at 3.30 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.

Page 3. Item 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.

Page 3, Item 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 Govt 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.

CPWD FORM 6 :- CORRECTION SLIP No.3*Vide OGWICONI239 dt. 31.12.2008*

<p><i>Page 3 - item 6 (refer OM No.DGWICONI238 dt. 07.11.08 - Page 3)</i></p> <p>6(i) Tenders shall be accompanied with Earnest money of Rs. in cash (upto Rs. 10000/-)/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 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.....</p>	<p><i>Page 3 - item 6 (refer OM No.DGWICONI238 dt. 07.11.08-page 3)</i></p> <p>6 (i) Tenders shall be accompanied with Earnest money of Rs.....in cash (upto Rs. 10000/-)/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 of50% 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.....</p>
<p><i>Page 5, item 14</i></p> <p>The tender for the works shall remain open for acceptance for a period of sixty days from the date of opening of tender.....</p>	<p><i>Page 5, item 14</i></p> <p>The tender for the works shall remain open for acceptance for a period of ninety days from the date of opening of tender/ ninety days from the date of opening of financial bid (strike out as the case may be).</p>

CPWD FORM 6.- CORRECTION SLIP NO.4**CPWD FORM 6 :- CORRECTION SLIP No.4***Vide DGW/CON/243 dt. 27.05.2009*

The clause No 16 of Form CPWD 6 is modified as under

16.1.1:

The Executive Engineer in charge of the major component will call tenders for the composite work. The cost of tender document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite tender.

16.1.2:

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 2008 or latest addition 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 the minor components individually.

16.1.4:

The eligible tenderers for major component will quote rates for various items of minor components of work also. 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 EE in charge of 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 EEs/DDH in charge of minor components. One such signed set of agreement shall be handed over to EEs/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) confirming 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 such agreement shall be submitted to EE/DDH in charge of minor component as well as to CE 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.

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

STATE	Assam	CIRCLE	HOC, CWC, Ghy
BRANCH	CWC	DIVISION	MBD, Ghy
ZONE	NE Zone	SUB DIVISION	MSD

~~Percentage Rate Tender~~/Item Rate Tender & Contract for Works

(A) Tender for the work :- **Minor renovation of CWC Office Building – Providing tiles at the rooms of Director(M&A) and Deputy Director(M&A)**

- (i) To be submitted by **31-10-2014 upto 3 PM** to
The Executive Engineer, MBD, CWC, Guwahati-781014
- (ii) To be opened in presence of tenderers who may be present on 31-10-2014 at 3:30 PM
in the office of The Executive Engineer, MBD, CWC, Guwahati-781014

Issued to _____ (contractor)

Signature of officer issuing the documents _____

Designation _____

Date of issue _____

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F, Specifications applicable, drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rate & 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 respect in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **90 (Ninety) Days** from the due date of its opening and not to make any modifications in its terms and conditions.

CPWD

A sum of **₹2,180/- (Rupees two thousand one hundred eighty only)** is hereby forwarded in cash/receipt treasury 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 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 retendering 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 there from to any person other than a person to whom I/we am/are authorized 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 ₹.....(Rupees.....)

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

- i) NIT
- ii) Schedule of work
- iii) Agreement copy

For & on behalf of President of India

Signature.....

Dated..... Designation.....

SCHEDULES

SCHEDULE 'A'

Schedule of quantities (Enclosed as Annexure-A)

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
NO MATERIALS SHALL BE SUPPLIED BY THE DEPARTMENT				

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
NOT APPLICABLE			

SCHEDULE 'D'

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

----- NOT APPLICABLE -----

SCHEDULE 'E'

Schedule of component of Cement, Steel, other materials, Labour etc. for price escalation

CLAUSE 10 CC

Component of Cement – expressed as percent of total value work.	-
Component of Steel - expressed as percent of total work.	-
Component of civil (except materials covered under Clause 10(A)/Electrical construction Materials - expressed as percent of total value of work	Not Applicable
Component of labour - expressed as per cent of total value of work.	Not Applicable
Component of P.O.L.–expressed as percent of total value of work.	Not Applicable

SCHEDULE 'F'

Reference to General Conditions of contract.

Name of work: **Minor renovation of CWC Office Building – Providing tiles at the rooms of Director(M&A) and Deputy Director(M&A)**

(i) Estimated cost of work	₹1,09,008/- (Rupees one lakh nine thousand and eight only)
(ii) Earnest money	₹2,180/- (Rupees two thousand one hundred eighty only)
(iii) Performance Guarantee	5% of tendered value
(iv) Security Deposit	2.5 % of tendered value

General Rules & Direction:

Officer inviting tender	Executive Engineer, MBD, CWC, Guwahati
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	see below

Definitions

2(v) Engineer-in-Charge	Executive Engineer Middle Brahmaputra Division Central Water Commission, Guwahati
2(viii) Accepting Authority	
2(x) Percentage on cost of materials and Labour to cover all overheads and profits.	15%
2(xi) Standard Schedule of Rates	SOR APWD
2(xii) Department	Central Water Commission
9(ii) Standard CPWD contract Form	CPWD form 7/8 as modified & corrected

Clause 1

(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	7 (seven) days
(ii) Maximum allowable extension beyond the period (provided in i) above	7 (seven) days

Clause 2

Authority for fixing compensation under clause 2:	Superintending Engineer, HOC, CWC
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Clause 2A

Whether clause 2A shall be applicable	Yes/No
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Clause 5

Number of days from the date of issue of letter acceptance for reckoning date of start	days
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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.			
2.			
3.			
4.			
5.			
6.			

Time allowed for execution of work:	30 (Thirty) Days
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Clause 6, 6A

Clause applicable (6 or 6A)

Clause 7

Gross work to be done together with net payment/adjustment of advance for material collected, if any since the last such payment for being eligible to interim payment	
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Clause 10A

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
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Clause 10CA

Materials covered under this clause

1. _____

2. _____

3. _____

Nearest Material for which All India Wholesale

1. _____

2. _____

3. _____

Clause 10CC

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period show in next column	Not Applicable
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Clause 11

Specification to be followed for execution of work	As directed by Engineer-in-charge
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Clause 12

Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work	Not Applicable
Deviation limit beyond which clauses 12.2. & 12.3 shall apply for foundation work	Not Applicable

Clause 16

Competent Authority for deciding reduced rates.	Not Applicable
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Clause 18

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

1..... 2.....

3..... 4.....

5..... 6.....

(As per schedule of work)

Clause 36(i)

SN	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)
1.						
2.						
3.						

Assistant Engineers retired from Govt. services that are holding Diploma will be treated as Graduate Engineers.

Clause 42

(i)(a) Schedule/statement for determining theoretical quantity of cement & Bitumen on the basis of Delhi Schedule of Rates.....printed by C.P.W.D.	
(ii) Variations permissible on theoretical quantities.	
a) Cement for works with estimated cost put to tender not more than Rs. 5 lakhs for works with estimated cost put to tender More than 5 lakhs	3% plus/minus
b) Bitumen for all works	2.5% plus only & nil on minus side
c) Steel Reinforcement and structural steel Sections for each diameter, section and category	2% plus/minus
d) All other materials	

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.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	----- NOT APPLICABLE-----	
2.	Steel reinforcement		
3.	Structural Sections		
4.	Bitumen issued free		
5.	Bitumen issued at stipulated fixed price		

CPWD FORM 7/8 CORRECTION SLIP NO.1

Vide DGW/CON/237 dt.14.10.2008

Existing provision	Modified provision
<p><i>Page 8, para-1</i> A sum of Rs. has been deposited in cash/receipt treasury challan/deposit at call receipt of 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 furnishprocess of work</p>	<p><i>Page 8, para-1</i> A sum of Rs. is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of 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 furnishprocess of work.</p>
<p><i>Page-10</i> Schedule 'E' Scheduled of component of Cement, Steel, other materials, Labour etc. for price escalation</p> <p>Clause 10CC Component of cement - Xc Expressed as percent of total value of work%</p> <p>Component of Steel - Xs Expressed as percent of total value of work%</p> <p>Component of civil – Xm (except cement & steel) /Electrical construction materials expressed as percent of total value of work%</p> <p>Component of labour expressed as percent of total value of work Y%</p> <p>Component of POL expressed as percent of total value of work Z%</p>	<p><i>Page-10</i> Schedule 'E' Scheduled of component of other materials, Labour , POL etc. for price escalation</p> <p>DELETED</p> <p>DELETED</p> <p>Component of civil – Xm (Except materials covered under Clause 10CA/ Electrical construction materials expressed as percent of total value of work%</p> <p>Component of labour expressed as percent of total value of work Y%</p> <p>Component of POL expressed as percent of total value of work Z%</p>
<p><i>Page-12</i> No Provision</p>	<p><i>Page 12</i> Insert following after Clause 10B(ii) Clause 10C Component of labour Expressed as percent of value of work</p>
<i>Page 12</i>	<i>Page 12</i>
<i>Existing Provision</i>	
<p>Schedule 'F' Clause 10CA Materials Covered under this clause</p>	<p>Nearest Materials for which All India Wholesale Price</p>

Index is to be followed		
1.....	
2.....	
3.....	
Modified Provision		
Clause 10CA Materials Covered Under this clause	Nearest materials for which All India Wholesale Price Index ;to be followed	Base price to be as issued by:
1.....	1.....	1.....
2.....	2.....	2.....
3.....	3.....	3.....

CPWD FORM 7/8 CORRECTION SLIP NO.2 & 3

CPWD FORM 7/8 CORRECTION SLIP NO.2

Vide DGW/CON/237 dt.31.12.2008

Existing provision	Modified provision
Schedule 'E' Scheduled of component of Cement, Steel, other materials, Labour etc. for price escalation	Schedule 'E' Scheduled of component of other materials, Labour , POL etc. for price escalation
Clause 10CC Component of cement - Xc Expressed as percent of total value of work %	DELETED
Component of Steel - Xs expressed as percent of total value of work %	DELETED
Component of civil - Xm (Except cement & steel) /Electrical construction materials expressed as percent of total value of work %	Component of civil - Xm (Except materials covered under Clause 10CA/ Electrical construction materials expressed as Percent of total value of work%
Component of labour expressed as percent of total value of work Y%	Component of labour expressed as percent of total value of work Y%
Component of POL expressed as percent of total value of work Z%	Component of POL expressed as percent of total value of work Z%
<i>Existing Provision</i>	
Schedule 'F' Clause 10CA Materials Covered under this clause Wholesale Price Index is to be followed	Nearest Materials for which All India
1.....
2.....
3.....

Modified Provision		
Clause 10CA Materials Covered under this clause 1..... 2..... 3.....	Nearest materials (other than cement, reinforcement bars and structural steel) for which All India Wholesale Price Index to be followed 1..... 2..... 3.....	Base price of all the materials covered under clause 10CA 1..... 2..... 3.....
Base price of all the materials covered under clause 10CA is to be mentioned at the time of approval of NIT		
Existing provision Modified provision		
Page 1 We agree to keep the tender open for sixty (60) days from the due date of its opening conditions	Page 1 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 (astrale out as the case may be)conditions.	
CPWD FORM 7/8 CORRECTION SLIP NO.3 Vide DGW/CON/243 dt.27.05.2009		
Existing provision Modified provision		
Schedule F Clause 5/page of Form CPWD 7/8 No provision	Schedule F clause 5/page 6 of form CPWD 7/8 (insert at the end of clause 5) Authority to decide : P (i)Extension of timeEngineer in charge or Engineer in charge of Major Component in case of Composite Contracts as the case may be. (ii)Re-scheduling of mile stones Superintending Engineer in charge of Superintending Engineer in charge of Major Component in case of Composite Contracts as the case may be.	

SPECIAL CONDITIONS OF CONTRACT

NAME OF WORK : Minor renovation of CWC Office Building – Providing tiles at the rooms of Director(M&A) and Deputy Director(M&A)

1. Tenderers must get acquainted with the proposed site for the works and study the terms and conditions carefully before tendering. The works shall be executed as per programme drawn by the Engineer-in-charge.
2. Time completion for the work is allowed for **30 (Thirty) Days** from the 7th day after the written order to commence the work.
3. No Departmental truck / vehicle shall be provided by the Department.
4. No materials for the work shall be provided/issued by the Department.
5. The approved tenderer should make his own arrangement for procuring/Hiring vehicle of tools & plants if necessary for the works.
6. The contractor should abide by the rules & regulations laid down in CPWD Form -8 as applicable.
7. The approved tenderer will make an agreement in Form CPWD -8.
8. The work shall be carried out in manner/complying in all respect with requirement of relevant local by laws of the city.
9. No compensation shall be paid to the contractor for any damages caused by natural calamity during the execution of the work.
10. Any damages done by the contractor to any existing work during the course of execution of the work tendered for shall be made good by him.
11. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution banners day and night, speed limit board, red flags, and red light providing barriers. He shall be responsible for damages and accident causes due to negligence responsible for all damages & shall be caused to traffic.
12. The contractor shall maintain in good condition all works during execution till completion of entire work allotted to him.
13. No labour complaint shall be entertained by the Department.
14. Rate should be quoted in figures as well as in words.
15. Other terms and conditions laid down in CPWD Form-6 may be noted before tendering.
16. According to the practice in CWC, earnest money is paid by each tenderer to enable Government to ensure that a tenderer does not refuse to execute the work after it has been awarded to him. (As per CPWD Manual, Section, 19.1.)
17. Necessary Taxes will be deducted from the bill at the time of payment.
18. VAT should be mentioned separately.
19. Provision provided for Security deposit @2.5% will be deducted from the bills & Performance Guarantee @5% of tendered values should be deposited before commencement of work.
20. Payment will be made based on actual measurement of work.
21. Contractor must show original Registration certificate & original Income tax & VAT Certificate, PAN Card at the time of purchasing the tender documents.
22. Attested copy of Registration certificate, Income tax & VAT certificate, PAN Card, experience certificate should be enclosed with the tender.

**Executive Engineer
MBD,CWC, Guwahati**

SCHEDULE OF QUANTITY**State:-** Assam**Branch:-** CWC**Name of Work** Minor renovation of CWC Office Building – Providing tiles at the rooms of Director(M&A) and Deputy Director(M&A)**NIT No.** MBD/DB/Tender(MSD)/15/2014/3777-84

Sl.No,	Description of Work	Qty.	Unit	Rate	Amount
1	Demolishing mosaic floor of various thickness both mosaic type and cast in situ type including C.C and removal of debris as directed for all level (Item no 23.16 P-377) : Director ,M&A and DD, M&A Room	68.61	m ²		
2	Providing VITRIFIED floor tiles of approved quality of specified size, shape and thickness not less than 18mm on floors, skirtings, risers and treads of steps over 15mm thick base of cement mortar in prop.1:3 (1cement:3 coarse sand) including cutting where necessary finished with flush painting with Fix-A-Tile (Choksey/Sika/ Pidilite/Rouf) / white cement slurry mixed with approved pigment to match the shade of tiles, complete at all levels as specified and directed. (Cement plastering to be measured and paid separately). Coloured pigment should be in conformity with colour of tiles and as approved and directed by the Department) Item no.5.7.2.1(b)(i) P-75 (b) Executive range (Somany Varmora/ Orient made). (i) of size 800mmx800mm Director ,M&A and DD, M&A Room	68.61	m ²		

Terms and Conditions

- 1) Rate should be quoted in figures as well as in words
- 2) All cutting/overwriting should be initialed by the tenderer
- 3) Before quoting the rate tenderer should carefully go through terms and conditions of the proposed work.

 (Signature of the Contractor
with Full Name and Address)

 (B B Saikia)
Executive Engineer