

TENDER NO : SID/Gangtok/2021-22/03

Dated: 28th August 2021



**GOVERNMENT OF INDIA
MINISTRY OF WR, RD & GR
CENTRAL WATER COMMISSION**

**E-TENDER FOR
"CONSTRUCTION OF APPROACH PATH FOR 5 NOS. OF SITES"
UNDER
SIKKIM INVESTIGATION DIVISION,
CENTRAL WATER COMMISSION,
GANGTOK, SIKKIM**



[Two Envelope with e-Bidding]

Date of Publishing : 28.08.2021 from 1700 Hrs

Last date for online submission of tender : 07.09.2021 upto 1500 Hrs

Due date for opening of tender : 08.09.2021 at 1500 Hrs

Officer Inviting Tender : Executive Engineer,
Sikkim Investigation Division,
Central Water Commission,
Gangtok, Sikkim-737102.
E-mail ID : eesid-cwc@gov.in

Certified that this tender document contains 25 pages only.

INDEX

Sl. No.	Title	Page Nos.
1.	NOTICE FOR E-TENDER	3-5
2.	CHAPTER 1 : GENERAL INSTRUCTIONS TO BIDDER	6-8
3.	CHAPTER 2 : ITEM RATE TENDER & CONTRACT FOR WORKS (CPWD-7/8)	10-11
4.	CHAPTER 3 : TENDERER PROFILE	12
5.	CHAPTER 4 : GENERAL RULES AND DIRECTIONS	13-14
6.	CHAPTER 5 : KEY EVENTS AND DATES	15
7.	CHAPTER 6 : PERFORMANCE GUARANTEE	16
8.	CHAPTER 7 : RECOVERY OF SECURITY DEPOSIT	17
9.	CHAPTER 8 : SCHEDULE A, B, C, D, E & F	18-19
10.	CHAPTER 9 : SCHEDULE OF QUANTITIES	20-21
11.	CHAPTER 10 : LIST OF SITES AND DRAWING	22-23
12.	CHAPTER 11 : TENDER ACCEPTANCE LETTER	24
13.	CHAPTER 12 : BID SECURING DECLARATION	25

**Government of India
Central Water Commission
Sikkim Investigation Division
Gangtok, Sikkim**

NOTICE INVITING e-TENDER

The Executive Engineer (EE), Sikkim Investigation Division, Central Water Commission, Gangtok invites on behalf of the President of India, online e-Tender vide Tender No. : SID/Gangtok/2021-22/03 dated 28th August 2021 comprising of Technical and Financial bids from an experienced and eligible contractors who have carried out similar works in CWC, other Govt. offices, PSUs & any other reputed firms for the work **"Construction of Approach path at 5 nos. of Sites" under Sikkim Investigation Division, CWC, Gangtok.**

1. Name of work: **"Construction of Approach path at 5 nos. of Sites" under Sikkim Investigation Division, CWC, Gangtok**
2. Estimated Cost : ₹ 18,88,848/- (Including GST and all other charges)
3. Security Deposit : 5 % of the gross amount of the bill
4. Performance Guarantee: 3 % of tendered value
5. Completion Period : 90 Days from the date of issue of Work Order

1. Schedule of e-Tender

Date and time of issue of bid document online	:	28.08.2021 from 1700 hrs.
Tender document available online from	:	28.08.2021 from 1700 hrs.
Clarification start date	:	28.08.2021 from 1700 hrs.
Clarification end date	:	07.09.2021 from 1500 hrs.
Last date and time for submission of bids online	:	07.09.2021 upto 1500 hrs.
Date and Time of Pre-Bid Meeting	:	04.09.2021 (11:00 hrs) through video conferencing at O/o Executive Engineer, Sikkim Investigation Division, Central Water Commission, Tadong, Gangtok, Sikkim - 737102.
Date and time of opening of bids	:	08.09.2021 at 1500 hrs
Place of opening of bids	:	Online in O/o Executive Engineer, Sikkim Investigation Division, Central Water Commission, Tadong, Gangtok, Sikkim- 737102.

2. Bid Documents can be downloaded from CWC website <http://cwc.gov.in> or from the Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> free of cost.
3. Bids received on CPP portal (<https://eprocure.gov.in/eprocure/app>) only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.

4. Any change/corrigendum/extension of opening date in respect of this tender shall be issued through CPP Portal only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our CPP Portal for updates.
5. **ELIGIBILITY CONDITIONS FOR THE TENDERERS**
 - (i) The contractor should be registered with any Central Government Department/ any state Govt. Department.
 - (ii) They should have a Valid PAN No.
 - (iii) They should have a Valid GST Registration No.
 - (iv) The Firm should have experience of similar works executed in the field of construction.
 - (v) The tenderer should have successfully Completion Certificate for similar works of following amounts during the three years ending 31.03.2021 :
Three similar works costing less than 40%.
Or Two similar works costing not less than 60%
Or One similar works costing not less than 80%.
6. **Verification of Details:** Executive Engineer, Sikkim Investigation Division, CWC, Gangtok reserves the right to verify the particulars furnished by the Tenderer independently. If any information furnished by the Tenderer is found to be incorrect at a later stage, his / her Earnest Money / performance guarantee shall be forfeited and he / she shall be debarred from tendering for the works of CWC in future.
7. **Agreement:** Agreement shall be drawn with the successful tenderer on prescribed Form No CPWD 7/8 (enclosed). The tenderer shall quote their rates as per terms and conditions of the said form, which shall form part of the agreement.
8. **Period of Contract:** The duration of the Contract shall be for a period of **90 (Ninety) Days** from the date of issue of Work Order which can be revised or extended depending upon the exigency of work.
9. **Availability of Work Place:** The workplace would be at different sites under Sikkim Investigation Division, CWC, Gangtok.
10. **Visit to Work Place by Tenderer:** Tenderers are encouraged to inspect and examine the workplaces and its surroundings and satisfy / apprise themselves as to the nature of the work, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their tenders. A tenderer shall be deemed to have full knowledge of the workplace whether he/ she inspects the site or not and no extra payment / compensation consequent upon any misunderstanding / miss-happening or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining all materials, tools & plants, access, facilities for his personnel and all other services required for executing the work at his / her own cost unless it is specifically mentioned in the contract documents.
11. **Acceptance of Tender:** The Executive Engineer, Sikkim Investigation Division, CWC, Gangtok does not bind himself to accept the lowest or any other tender and reserves right to accept or reject any or all of the tenders received without assigning any reason. Executive Engineer, Sikkim Investigation Division, CWC, Gangtok also reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rate.
12. Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
13. Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tender submitted by a Tenderer who resorts to canvassing is liable to rejection.

14. The tenderer shall not be permitted to tender for the work if any of his / her near relative is posted in office of Executive Engineer Sikkim Investigation Division, CWC, Gangtok or other CWC offices located as an Accounts Officer / Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above. The tenderer shall also intimate the names of persons who are presently working with him / her and are near relatives to Gazette officers in any CWC office and Ministry of Water Resources, RD & GR. Any breach of this condition on the part of the tenderer would render him / her liable to be disqualified for the award of work.
15. **Signing of Contract Agreement:** The successful Tenderer/Contractor on acceptance of his tender by the accepting authority of CWC shall deposit 3% of the tendered and accepted value of the work (without limit) as performance guarantee within 10 days of issue of the letter of acceptance as per para 21.1(1) & (2) of CPWD Manual.
- a. The '**Notice Inviting Tender**', all the documents including '**General Conditions & Clauses of Contract**', '**Special Terms & Conditions**', '**Scope of Work & Specifications**' forming the tender as issued at the time of invitation of tender and acceptance thereof together with all correspondence leading thereto.
 - b. Standard CPWD Form-7/8: Item Rate Tenders & Contract for Works.
 - c. General Conditions of Contract of CPWD 2014 (to be abide by the contractor)
16. **Performance Security:** The successful bidder will be required to furnish Performance Security at the rate of 3% of the contract value online to this Division through "**Bharat Kosh**" portal (<https://bharatkosh.gov.in/>) of Govt. of India for **DDO Code 101882**, within 10 (ten) days of receipt of Letter of Intent. The copy of receipt conforming payment of Performance Security must be sent to this office. The Performance Security would be retained by the CWC till satisfactory completion of period of contract. The Performance Security shall remain valid till 120 (One hundred Twenty) days of the completion of all contractual obligations including warranty obligation.
17. The Technical bid of the tender will be opened online at **1500 hrs on 08.09.2021** in presence of the tenders or through their authorized representative who wish to see the online opening of tender in this office. The time of opening of financial bids will be intimated later.
18. The NIT can be downloaded from Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) or www.cwc.gov.in. However, in order to be able to participate in the tender it is mandatory to download official copy of tenders after uploading proof of payment of tender document fee from <https://eprocure.gov.in/eprocure/app>.

Executive Engineer,
Sikkim Investigation Division,
Central Water Commission, Gangtok.

Copy for kind information to:-

1. Superintending Engineer (C), T&BDBO, CWC, Kolkata.
2. Superintending Engineer, Investigation Circle, CWC, Gangtok.
3. Sub-Divisional Engineer, ISD-I, CWC, Reshi.
4. Sub-Divisional Engineer, ISD-II, CWC, Pegong.
5. Accounts Branch, Sikkim Investigation Division, CWC, Gangtok.
6. Notice Board, Sikkim Investigation Division, CWC, Gangtok.
7. Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>)
8. Web Portal of Central Water Commission (<http://cwc.gov.in/tenders>)

CHAPTER 1 : GENERAL INSTRUCTION TO BIDDERS

1. Bids shall be submitted online only at CPP Portal website URL <https://eprocure.gov.in/eprocure/app> Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through CPP Portal. The tender notice is also available at <https://eprocure.gov.in/eprocure/app> and www.cwc.gov.in.
2. Not more than one tender shall be submitted by one contractor or contractors having a business relationship. Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
3. Tenderer who has downloaded the tender from the CPP Portal website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the tender will be completely rejected and EMD would be forfeited.
4. Intending tenderers are advised to visit again CPP Portal website <https://eprocure.gov.in/eprocure/app>. And CWC website www.cwc.gov.in at least 1 days prior to closing date of submission of tender for any corrigendum / amendment.
5. Bids will be opened as per date/time as mentioned in the e-Tender schedule Sheet.
6. **SUBMISSION OF DOCUMENTS ONLINE**
 - A. The following documents are to be furnished online as **Technical Bid (COVER I)** by the bidder.
 - (i) Signed and scanned copy of valid registration certificate, experience certificates of similar works, GST registration, PAN No., and Income-tax return of previous three years.
 - (ii) Signed and Scanned copy of Partnership deed if any as per the tender document
 - (iii) Signed and scanned true copy of undertaking of not being blacklisted by any government department.
 - (iv) Duly filled Tender Acceptance Letter (Chapter 11)
 - (v) Duly filled Bid Securing Declaration (Chapter 12)
 - (vi) Bank Accounts details
 - B. The following documents are to be furnished online as **Financial Bid (COVER II)** by the bidder:
 - (i) Bill of Quantities (BoQ) (using the Schedule uploaded with the bidding documents) wherein the rates shall be entered online. Upon entry of unit rates for all the items, total Bid Price would be calculated automatically by the System and displayed.
 - (ii) The financial bid will be considered only for those bidders who qualify the eligibility criteria as per the tender document as a part of the technical bid.
 - C. There is no need to submit any hard copy of the documents unless otherwise required by the purchaser at any stage including tender evaluation stage.
7. The agreement shall be drawn with the successful tenderer on the prescribed Form No. CPWD-7/8, which is available as a Government of India Publication. The tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
8. The time allowed for carrying out the work will be 90 (Ninety) days from the date of issue of letter of intent of tender/work order 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.

9. Tender Security and Performance Security

(i) Bid Security Declaration :

Bidder has to submit the Bid Securing Declaration as per proforma given in Chapter 12 along with the bid. In case

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

The bidder will be debarred from participating in any tender of Central Water Commission for a period of 5 (five) years as mentioned in Bid Securing Declaration.

If Bid Securing Declaration is not submitted by the bidder, bid will not be evaluated.

(ii) Performance Security

The successful bidder will be required to furnish Performance Security at the rate of 3% of the contract value online to this Division through "**Bharat Kosh**" portal (<https://bharatkosh.gov.in/>) of Govt. of India for **DDO Code 101882**, within 10 (ten) days of receipt of Letter of Intent. The copy of receipt conforming payment of Performance Security must be sent to this office. The Performance Security would be retained by the CWC till satisfactory completion of period of contract. The Performance Security shall remain valid till 120 (One hundred Twenty) days of the completion of all contractual obligations including warranty obligation.

Performance security is liable to be forfeited incase successful tenderer does not fulfill contract obligations.

10. Security deposit is liable to be deducted from gross amount of the running bill @ 5% of the gross amount of the bill.

11. Force Majeure

- i. The Contractor shall not be liable for Forfeiture of performance security liquidated damages or termination for default if and to the extent that its delay in performance or other failure to performance the obligations under the Contract is the result of an event of Force Majeure.
- ii. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, epidemics, quarantine restrictions, and freight embargos.
- iii. If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to performance its obligations under the contract as far as reasonably practical, and shall seek, all reasonable alternative means for performance not prevented by the force Majeure event.
- iv. If the damage occurs due to vandalism or theft of site as well as site shifting of stations will be covered under Force Majeure.
- v. For an instance of floods, Force Majeure shall be considered only in case the river level crosses the designated highest historically recorded Flood Level (HFL) for that site.

12. The site for the work is available.

13. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far is practicable), the

form and nature of the site, the means 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 tenders. 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 and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided 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 Government and local conditions and other factors having a bearing on the execution of the work.

14. The competent authority on behalf of 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 of the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by tenderer shall be summarily rejected. The competent authority also reserves its right to allow to the Central Government public sector enterprises, a purchase preference with reference to the lowest valid price bid, where the quoted price is within 10% of such lowest price in a tender, other things being equal as per Government rules.
15. The Public Enterprises who avail benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.
16. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable to rejection.
17. 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.
18. The contractor shall not be permitted to tender for works in the Division Office (responsible for award and execution of contract) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the name of the 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, RD & GR, 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.
19. 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 two years after his retirement from the 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.
20. The tender for the works shall remain open for acceptance for a period of **Ninety days** from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issues 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 the earnest money.
21. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days of the

award of work shall sign the contract agreement consisting of the Notice Inviting Tender, all the documents including additional conditions, specifications, and standard CPWD Form 7/8.

22. The agreement shall be drawn with the successful tenderer on the prescribed Form No. CPWD-7/8, which is available as a Government of India Publication. The tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
23. The time allowed for carrying out the work will be 90 (Ninety) days from the date of issue of letter of acceptance of tender/work order 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.

CHAPTER 2 : ITEM RATE TENDER & CONTRACT FOR WORKS

GOVERNMENT OF INDIA CENTRAL WATER COMMISSION

STATE : CENTRAL
ORGANISATION : TEESTA & BHAGIRATHI DAMODAR BASIN ORGANISATION, KOLKATA
CIRCLE : INVESTIGATION CIRCLE, CWC, GANGTOK
DIVISION : SIKKIM INVESTIGATION DIVISION, CWC, GANGTOK
SUB-DIVISION : INVESTIGATION SUB-DIVISION – I, CWC, RESHI / INVESTIGATION SUB-DIVISION – II, CWC, PEGONG

e-Tender for "Construction of Approach Path at 5 nos. of Sites" under Sikkim Investigation Division, CWC, Gangtok

To be submitted online through CPP Portal <https://eprocure.gov.in/eprocure/app> on or before **1500** hours on **07.09.2021** to the Executive Engineer, Sikkim Investigation Division, Central Water Commission, Gangtok.

- (i) To be opened online in presence of tenderer who may be present at **1500** hours of **08.09.2021** in the office of The Executive Engineer, Sikkim Investigation Division, Central Water Commission, Gangtok.

Issued to _____
(CONTRACTOR)

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 the contract of and all other contents in the tender document for the work.

I/We hereby tender for the execution of the works 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.

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

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 to whom I/We may authorize to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated.....

Witness : Signature of Contractor

Address :

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) Notice Inviting Tender
- ii) Tender No. & date
- iii) Clauses of contract duly signed.
- iv) Schedule 'A' to Schedule 'F'

For & on behalf of the President of India

Signature:-

Date : _____

Designation :-

CHAPTER 3 : TENDERER PROFILE

1. Name of the Tenderer/ firm:
2. Name of the person submitting the Tender:.....
3. Address of the firm :
.....
4. Tel no. with STD code : (O)..... (R)..... (Fax).....
(MOB).....
5. Registration & incorporation particulars of the firm:
i) Proprietorship
ii) Partnership
iii) Private Limited
iv) Public Limited
(Please attach copies of documents of registration)
6. Name of Proprietor/Partners/Directors.....
7. Tenderer's bank, its address and his current account number
8. PAN number
(Please attach a copy of PAN)
9. GST No.....
(Please attach a copy)

I/We hereby declare that the information furnished above is true and correct.

Place:

Date:

Signature of Tenderer/Authorized signatory.....

Name of the Tenderer.....

CHAPTER 4 : GENERAL RULES AND DIRECTIONS

- 1) In the Item Rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise provided be taken as correct. If the amount of item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise provided be taken as correct and not the amount.
- 2) GST, purchase tax, turnover tax or any other tax on materials in respect of this contract shall be payable by the contractor and Government will reimburse the GST liability arising out of complete work as paid by the contractor
- 3) Income tax as per Government rules will be deducted from each bill to be paid to the contractor.
- 4) The contractor must quote the IT PAN and tax registration number correctly in the tender form.
- 5) After completion of works, a pre-receipted bill in triplicate must be sent to this office. The amount must be written in figures as well as in words in the bill. Payment will be made through **PFMS (Public Financial Management System)**. **Interim payment can be made against running bills on written request of the contractor in stages of completion of 30%, 50% & 70% of the work.**
- 6) Unless otherwise provided in the Schedule of Quantities the rates tendered by the contractor shall be all inclusive and apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account.
- 7) Payment of GST will be on reimbursement basis. Agency shall deposit GST and submit challan etc. for reimbursement from the office.
- 8) The contractor shall make his own arrangements for obtaining electricity if required and make necessary payments directly to the department concerned.
- 9) Other agencies doing works related to this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work of pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies, conduit for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.
- 10) Some restrictions may be imposed by the security staff etc. on the working and movement of labour, materials etc., shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
- 11) The building work will be carried out in the manner complying in all respects with the requirements of relevant Bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.
- 12) The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges,

which may be liable.

- 13) Any cement slurry added over surface (or) for continuation of concreting for better bond is deemed to have been in built in the items and nothing extra should be payable (or) extra cement considered in consumption on this account.
- 14) The structural and architectural drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and architectural drawings relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Engineer-in-charge.
- 15) The contractor shall bear all incidental charges for carriage, storage, and safe custody of the materials.
- 16) For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications 'Abbreviated nomenclature of an item of latest DSR of CPWD' shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.
- 17) In the case of items for which abbreviated nomenclature is not available in the above-cited publication and also in the case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreement the full nomenclature of items shall be reproduced in the measurement books and bill forms for running account bill. The full nomenclature of the items shall be adopted in preparing abstract of final bill from in the measurement book and also in the bill form for the final bill.
- 18) Use of Proper Cover Blocks: - The main cause of corrosion of reinforcement in concrete is inadequate cover available to the reinforcement bars. To avoid displacement of bars in any direction and to ensure proper cover, suitable grade & strength cover blocks should be used.
- 19) The contractor shall procure 53 grade Ordinary Portland Cement (OPC) or Portland Pozzalana Cement (PPC) as per BIS as required in the work, from reputed manufacturers of cement ISI certification mark for their product whose name shall be got approved from Engineer-in-charge. Supply of cement shall be taken as 50 kg. Bags bearing manufacture's name and ISI marking.
- 20) The cement used for the superstructure must be OPC.
- 21) Only steel shuttering shall be permitted.
- 22) The work executed under the contract shall be subject to inspection carried out by the departmental officers, any defects regarding workmanship or quality of material used as pointed out during or after the completion of work by the departmental officers shall have to be rectified by the contractor at his own cost and risk, and in case the contractor fails to do the same will be got rectified by the department at the risk and cost of the contractor.
- 23) All precautionary measures should be adopted for the safety purposes for any accident during the executions of work occurring at site, the contractor shall be overall responsible for the same.

CHAPTER 5 : KEY EVENTS AND DATES

1	Tender inviting authority Designation / Address	Executive Engineer SIKKIM INVESTIGATION DIVISION, Central Water Commission, GANGTOK -737102
2	Mode of submission of tender	Tenders are to be submitted on CPP Portal which can be accessed using URL https://eprocure.gov.in/eprocure/app
3	Job requirement	e-Tender for Construction of Approach Path at 5 nos. of sites" under Sikkim Investigation Division, CWC, Gangtok
4	Language(s) in which items to be printed	English
5	Validity of the Tender	90 (Ninety) Days
6	Issuance of the tender	Tender can be downloaded from 28.08.2021 to 07.09.2021 upto 15:00 hrs from CPP Portal URL https://eprocure.gov.in/eprocure/app or www.cwc.gov.in . However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from https://eprocure.gov.in/eprocure/app
7	Last date & Time for submission of Bids online	07.09.2021 upto 15:00 hrs
8	Date, time and place of Public Online tender Opening Event	Online Public Opening of Bid shall commence at 15.00 hours on 08.09.2021, Interested bidder or their representative not more than 1 or 2 per bidder may be present in the office of Executive Engineer, Sikkim Investigation Division, Central Water Commission, Gangtok 737102.
8	Performance guarantee	The successful bidders will have to deposit an amount equal to 3% of the tendered and accepted value of the work (without limit) as a performance guarantee through "Bharat Kosh" portal (https://bharatkosh.gov.in/) of Govt. of India for DDO Code 101882 within 10 days from the date of receipt of the acceptance letter. In case the contractor fails to deposit the said performance guarantee within the period, including the extended period if any, the acceptance would be treated as null and void.
9	Security Deposit	5 % of the billed amount would be deducted every month towards security deposit until the security deposit reaches an amount equal to 5% of the tendered and accepted value of the work.

CHAPTER 6 : PERFORMANCE GUARANTEE (CLAUSE- 1)

(I) The contractor shall submit an irrecoverable PERFORMANCE GUARANTEE of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) through "**Bharat Kosh**" portal (<https://bharatkosh.gov.in/>) of Govt. of India for **DDO Code 101882** within 10 days of issue of letter of intent. This period can be further extended by the Engineer-in-charge on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-charge.

(II) In the case of failure by the contractor to furnish the performance guarantee within the specified period, Government shall without prejudice to any other right or remedy available in law be at liberty to forfeit the earnest money absolutely.

(III) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 121 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

(IV) The Engineer-in-charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and / or without prejudice to any other provisions in the contract agreement) in the event of :-

- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described hereinabove, in which event the Engineer-in-charge may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer-in-charge.

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

CHAPTER 7 : RECOVERY OF SECURITY DEPOSIT (CLAUSE 1A)

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government of the time of making any payment to him for work done under the contract to deduct Security deposit, which is liable to be deducted from the running bill @ 5% till total amount of security deposit and performance guarantee achieves 10% of the contract value. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities of fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

NOTE – 1: Government papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

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

CHAPTER 8 : SCHEDULES

SCHEDULE ‘A’ : Schedule of quantities (enclosed) :- Page 20

SCHEDULE ‘B’ : Schedule of materials to be issued to the Contractor:-

Sl.No.	Description of item	Quantity	Rates including 5% storage charges	Place of issue
1	2	3	4	5
Nil				

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
Nil			

SCHEDULE ‘D’ : (Extra schedule for specific requirements/document for the work, if any)
Detailed Drawings with site details : Attached - Page 22

SCHEDULE ‘E’ : Reference to General Conditions of Contract

Name of Work : e-Tender for “Construction of Approach Path at 5 nos. of sites” under Sikkim Investigation Division, CWC, Gangtok

Estimated cost of work : Rs. 18,88,848/- (**Rupees Eighteen Lakh Eighty Eight Thousand Eight Hundred & Forty Eight Only**).

Performance Guarantee : 3% of the tendered value

Security Deposit : 5% of the Gross amount of the bill

SCHEDULE ‘F’ :

General Rules & Directions :		
Officer Inviting Tender :	:	Executive Engineer, Sikkim Investigation Division, Central Water Commission, Gangtok, Sikkim
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	:	<u>As per rules</u>
Definitions :		
(i)	Engineer-in-Charge	: Executive Engineer, Sikkim Investigation Division, Central Water Commission, Gangtok, Sikkim

(ii)	Accepting Authority	:	As per latest Delegation of Financial Powers of Central Water Commission
(iii)	Standard Schedule of Rates	:	DSR-2018
(iv)	Department	:	Central Water Commission
Standard CPWD Contract Form CPWD Form-7/8 as modified and corrected up to date.			

Clause 1	(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days	10 days
	(ii) Maximum allowable extension beyond the period provided above in days	21 days
Clause 2	Authority for fixing compensation Under Clause 2.	Superintending Engineer, Investigation Circle, Central Water Commission, Gangtok, Sikkim
Time allowed for execution of work.		90 (Ninety) days
Authority to give fair and reasonable extension of time for completion of work.		As per latest Delegation of Financial Powers of Central Water Commission

CHAPTER 9 : SCHEDULE OF QUANTITIES

Name of work : "Construction of Approach Path at 5 nos. of sites" under Sikkim Investigation Division, CWC, Gangtok

(Sample of BOQ)

Sl. No.	Item Description	Total Quantity for 5 sites	Units	Quoted Currency in INR / Other Currency	Total amount inclusive of all taxes like GST, etc. In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT With Taxes Rs. P	TOTAL AMOUNT In Words
1	2	4	5	12	13	54	55
1	Construction of Approach Path at 5 nos. of Sites under Sikkim Investigation Division, CWC, Gangtok						
1.01	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-incharge. : All kinds of soil	201.00	Cum.	INR		0.00	INR Zero Only
1.02	Random rubble masonry with hard stone in foundation and plinth including levelling up with cement concrete 1:6:12 (1 cement : 6 coarse sand : 12 graded stone aggregate 20 mm nominal size) upto plinth level with : Cement mortar 1:6 (1 cement : 6 coarse sand)	201.00	Cum.	INR		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					

(Note:- Financial Bid acceptable only online in BOQ only)

I/We agree to execute the above works in accordance with the technical specifications and terms and conditions mentioned in this tender documents for a total contract price of Rs.....(Rupees.....) within the period specified in the invitation for tender.

Date:

Name & Signature of the Authorized Signatory:

CHAPTER 10 : LIST OF SITES AND DRAWING

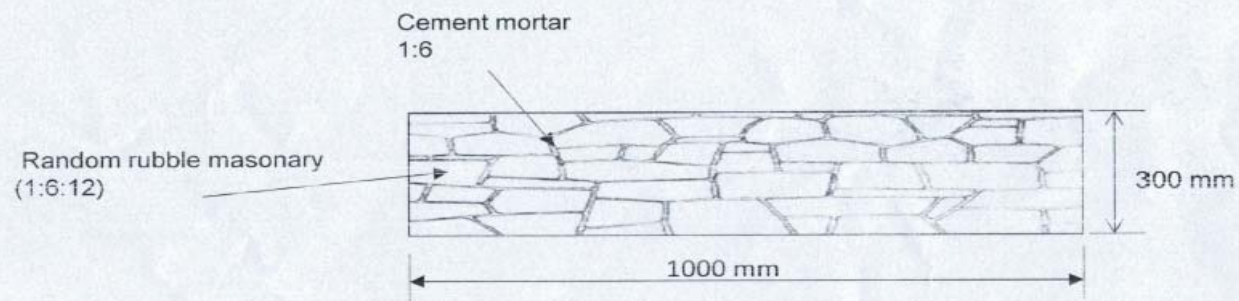
Drawing Sheet attached at Page 23

Details of HO sites under SID, CWC, Gangtok, Sikkim

Sl.No.	Name of Sub-Division	Site name	Approach path requirement (in m)	District/State
1	Investigation Sub-Division – I, CWC, Reshi	Melli	60	South Sikkim, Sikkim
2		Yuksom	70	West Sikkim, Sikkim
3	Investigation Sub-Division – II, CWC, Pegong	Lachen	400	North Sikkim, Sikkim
4		Sangkalang	80	North Sikkim, Sikkim
5		Bakcha	60	North Sikkim, Sikkim

DRAWING

Drawing for Approach Path



Not to scale

CENTRAL WATER COMMISSION SIKKIM INVESTIGATION DIVISION, TADONG		
DRAWN BY D. K. R. 21/08/21 JG, ISD-2	SUBMITTED BY K. P. R. 21/08/2021 SDE, ISD-2	APPROVED BY: [Signature] 21/8/21 G. K. S. D.

CHAPTER 11 : TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

The
Executive Engineer
Sikkim Investigation Division,
Central Water Commission,
Gangtok, Sikkim - 737102

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: Tender no. SID/Gangtok/2021-22/03 Dated: 28th August 2021

Name of Tender / Services: - "Construction of Approach Path at 5 nos. of sites" under Sikkim Investigation Division, CWC, Gangtok

Dear Sir,

1. I/ We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the tender document of above mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your Division/ organization, if any, too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your Division/ organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

CHAPTER 12 : BID SECURING DECLARATION

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

Bid No.: *[number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid- Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of five year starting on [date], if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder*

Name of the person duly authorized to sign the Bid on behalf of the Bidder**

Title of the person signing the Bid

Signature of the person named above

Date signed _____ day of _____

*:In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** :Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.]