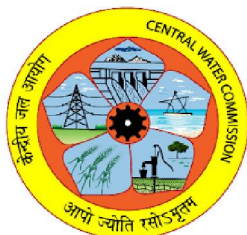


TENDER DOCUMENT

TENDERNO:-CD/WQ/A-4/2019/3958-63

DATED: 16/12/2019



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

**JAL AYOGBHAWAN, RAJINDER NAGAR PHASE-1,
BANTALAB, JAMMU-181123**

Name of work:-

**Up-gradation (Civil & Aluminum Partition Work) of Water Quality lab for NABL
Accreditation in Chenab Division, CWC, Bantalab, Jammu**

**Estimated Cost : Rs 587324.00
Earnest Money : Rs.11746 .00**

December, 2019

**Executive Engineer
Chenab Division
Central Water Commission**

**-sd-
Executive Engineer
Chenab Division
Central Water Commission
Jal Aayog Bhawan, Rajinder Nagar,
Phase-1, Bantalab, Jammu-181123
For & on behalf of President of India**

INDEX

S .No.	List of Contents	PAGE No.
1.	Tender Notice	3-6
2.	Instructions to Bidders	7-14
3.	Tender	15
4.	Acceptance	16
5.	Schedules	17-20
6.	Schedule of Quantities	21-22
7	Term & Condition of Contract	23-24
8.	Scope of Work and Special Terms & Conditions	25-35
9.	Annexure-I (Technical Bid)	36
10.	Chapter and Forms	37-42
11.	Instruction For online Bid Submission	43-45
12.	Tender Receipt	46

GOVT OF INDIA
CENTRAL WATER COMMISSION
OFFICE OF THE EXECUTIVE ENGINEER
CHINAB DIVISION, JAMMU

☎(0191)2597688
☎ (0191)2597668

TENDERNO: CD/WQ/A-4/2019/3958-63

DATED: 16/12/2019

NOTICE INVITING e-TENDER

Online bids are invited for and on behalf of the President of India by the Executive Engineer, Chenab Division, Central Water Commission, Jal Aayog Bhawan, Rajinder Nagar Phase-1, Bantalab, Jammu-181123 (J&K) for the work prescribed below from the registered agencies / contractors of CPWD, P&T, MES, State PWD or any other Government agencies having sufficient past experience for such type work for **“Up- gradation (Civil & Aluminum Partition Work) of Water Quality lab for NABL Accreditation in Chenab Division, CWC, Bantalab ,Jammu”**. Manual bids shall not be accepted under any circumstances.

Name of Work: Up- gradation (Civil & Aluminum Partition Work) of Water Quality lab for NABL Accreditation in Chenab Division, CWC, Bantalab ,Jammu”

Estimated Cost:- Rs. 587324/-

Earnest Money:- 2 % of Estimated Cost (Rs 11746/-)

Performance Guarantee:- 5% of Tendered Value

Document Download: Tender documents may be downloaded from CWC web site www.cwc.gov.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> or <https://etenders.gov.in/eprocure/app> as per the schedule given in Critical Date Sheet as under.

1 Critical Date Sheet

Bid Document Publishing Date	16/12/2019 (05.00 PM)
Bid Document Download / Sale Start Date	16/12/2019 (05.00 PM)
Clarification Start Date	16/12/2019 (05.00 PM)
Clarification End Date	18/12/2019 (05.00 PM)
Bid Submission Start Date	19/12/2019 (10.00 AM)
Bid Submission End Date	26/12/2019 (10.00 AM)
Submission of Original Instruments in r/o EMD in form of DD, FDR, CDR, TDR & BG and Tender Fee in the form of DD on or Before Bid Opening Date 27/12/2019 (10:00 AM)	

2 Bid Submission:

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> or <https://etenders.gov.in/eprocure/app>.

Tenderers/Contractor are advised to follow “Instructions to Bidder for Online Bid Submission” provided in the Annexure-II .

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 3** Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance 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.

- 4 Tenderer who has downloaded the tender from the CWC website www.cwc.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/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 tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with CWC.
- 5 Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/ modification in the tender will be intimated through this website only by corrigendum / addendum/ amendment.
- 6 Applicant contractor must provide Demand Draft for Rs 590/- (Rupees five hundred ninety only) towards tender document cost (to be purchased on or after publication date of this tender) in favour of Executive Engineer, Chenab Division, Central Water Commission, Bantalab, Jammu and payable at SBI, Hari Market, Jammu obtained from any Nationalized/ Scheduled Bank valid for six months with their application/downloaded tenders as the cost of tender forms/ documents. The all applicable bank charges shall be born by the applicant and he shall not have any claim what so ever on this account on Government. In case of re- tendering, the firms which has submitted the Demand Draft in earlier tenders will require to submit Demand Draft along with their tender/application in subsequent tenders also. Tender not accompanied with the cost of tender documents is liable to be rejected. However, public sectors undertaking / Government undertaking firms and MSME firms are exempted from the payment towards cost of tender documents.
- 7 Rs. 11746 .00 (Rupees eleven thousand seven hundred forty six) only - as Earnest Money Deposit (EMD) of tender through A/C payee Demand Draft, FDR, CDR, TDR & BG obtained from any Nationalized/ Scheduled Bank in favour of the Executive Engineer, Chenab Division, CWC, Jammu payable at SBI, Hari Market, Jammu. Public sectors undertaking / Government undertaking firms and MSME firms are exempted from EMD payment.
- 8 The Hard Copy of original instruments in respect of cost of tender document, earnest money must be delivered in the O/o the Executive Engineer, Chenab Division, Central Water Commission, Bantalab, Jammu on or before bid opening date/time as mentioned in critical date sheet.
- 9 Tenderer shall likely to be rejected for non-submission of original payment instrument like DD, FDR, CDR, TDR & BG against the earnest money for bid on or before bid opening date/time as mentioned in critical date sheet. Public sectors undertaking / Government undertaking firms and MSME firms are exempted from EMD payment.
- 10 The Demand Draft attached/submitted for tender fee shall be non refundable.
- 11 Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated later.
- 12 **Submission of Tender**
 - The tender shall be submitted online in single stage Two Envelopes System viz., technical bid in one envelope and price bid in another envelope.
 - All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

- The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

13 Technical Bid

The following documents are to be furnished by the Contractor along with Technical Bid as per the tender document:-

- Signed and scanned copy of proof for payment of Tender Document Cost / Earnest Money Deposit /EMD & Tender fee Exemption Certificates, if applicable.
- Signed and Scanned copy Certificates i.e. Registration certificate, GST NO, PAN No.
- Signed and scanned copy of similar works/supply carried out by the agency/bidder.
- Signed and Scanned Copy of Experience Certificate.
- Signed and scanned copy of audited financial details like Proof of Annual Turnover, Net Profit, and Balance Sheet etc. of last three years.
- Signed and Scanned Copy of Tender Acceptance Letter (Form-3), tender document/RFP and also Letter of authorization to submit bid, if bid is being submitted on behalf of company.
- An undertaking (self-certificate) that the agency has not been blacklisted by a Central / State/UT Government institution and there has been no litigation with any Government Department on account of construction work and certificate of no near relative working at the Gazetted rank post in CWC, Jammu.
- Signed and Scanned Copy of Technical bid documents (As per Annexure-I).

14 Price bid

- Price bid undertaking.
- Schedule of price bid in the form of BOQ_XXXX .xls.

14(a) Price bid undertaking

From: (Full name and address of the Bidder) _____

To,
The Executive Engineer,
Chenab Division, CWC,
Jammu.

Dear Sir/Madam,

- I submit the Price Bid for _____ and related activities as envisaged in the Bid document.
- I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
- I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes.

Yours faithfully

(Signature of Authorized representative)

14 Schedule of price bid in the form of BOQ_XXXX .xls:-

(b)

The Financial Proposal/Commercial bid format is provided as BoQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BoQ_XXXX.xls as it is and quote items rate in the permitted column and upload the

same in the price bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with CWC.

1. The rates shall be quoted in Indian Rupee only.
2. The rates will be inclusive of all taxes, fees, levies, etc. and any revision in the statutory taxes, fees, etc will be the responsibility of the Bidder.
3. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
4. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

-sd-
Executive Engineer
Chenab Division
Central Water Commission
Jal Aayog Bhawan, Rajinder Nagar,
Phase-1, Bantalab, Jammu-181123
For & on behalf of President of India

Instructions to Bidders

1. General:

Before submitting the tender the tenderer must ensure that it has understood the exact requirement of the Purchaser. The general instructions are as given below:-

- i. No tenderer will be allowed to amend or withdraw any terms & conditions/parts or whole/quoted prices of its tender under any circumstances after the deadline for submission of the tender.
- ii. A Bidder in the capacity of individual or sole Proprietor, Partnership Firm or Company can participate in the tender and the bidder must upload copies of the constitution of its firm such as partnership deed, Memorandum & Articles of Association etc. along with original Power of Attorney of authorized signatory. **Joint Venture firms are not permitted.**
- iii. The Purchaser has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- iv. Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works/purchases.
- v. The tenderers are expected to understand the forms, terms, specifications and other details mentioned in the tender document.
- vi. Each tenderer is entitled to submit only one bid. The tender document is non transferable.
- vii. At any time prior to the deadline for submission of tenders, the Purchaser, for any reason, whether at its own initiative may modify the scope of work or any condition of the tendering documents by amendments and same will be communicated.
- viii. The tenderers must quote item rate keeping in mind all the terms and conditions mentioned in this document.
- ix. The valid means of communications for this tender shall be in writing, through e-mail and fax followed by confirmation by post.
- x. The Director(s) of the tendering firms having near relative working at the Gazetted rank post in CWC, Jammu is debarred from tendering. Any breach of this condition would result in the blacklisting in all future works by Central water Commission.
- xi. The tendering firm may ensure that it has no engineer of Gazetted rank, earlier employed in CWC [who has not completed two years after his retirement or leaving of services], and is in its Board of Directors. Such Firms are debarred to participate in tendering, without the prior permission of the Chairman, CWC. Such tender is liable to be rejected at any stage of work.
- xii. It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender.
- xiii. No deviation in the payment terms mentioned in the tender document is permissible. If a tenderer does not explicitly agree with the payment terms mentioned in the tender document, the tender shall be rejected for non-responsiveness.
- xiv. The words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively.
- xv. For the purpose of this tender the Contract Agreement with the successful tenderer shall

comprise of:

- a. The tender form and financial bid submitted by the tenderer
- b. Tender document
- c. Amendment to the tender document;
- d. Post tender opening Correspondences
- e. Purchaser's notification of award of the contract.

2. Eligibility Criteria for the Tenderers:

- a) The Agency should be registered in India.
- b) They should have a Valid PAN No. (Copy to be enclosed).
- c) They should have a Valid GST Registration number.
- d) The Firm should have a minimum experience of three years in the field of providing similar Work(s) for Government, Public Sector Undertaking and satisfactory execution of similar works as given below:-

Three similar works, each of value not less than 40% of the estimated cost put to tender

or

Two similar works, each of value not less than 60% of the estimated cost put to tender

or

One similar work of value not less than 80% of the estimated cost put to tender. All amounts rounded off to a convenient full figure, in the last three years ending on the last day of the month previous to the one in which the tenders are invited.

- e) Average Annual financial turnover of related work during the last three years should be at least equal to the estimated cost of the tender.
- f) The Agency should not have been blacklisted by any authority. A declaration to the effect should be furnished.
- g) The Agency shall provide accurate information about litigation or arbitration resulting from contract completed or ongoing under its execution over the last three years. A consistent history of awards against the Agency may result in failure of the contract. (A declaration to the effect should be furnished).
- h) Contractors whose near relatives are in the Rank of Gazetted officer in the Central Water Commission (CWC) will not be allowed to tender for works in the respective Regional office responsible for award and execution of contract is the one where the near relative is working. For this purpose, a near relative shall mean father, mother, wife/husband, son(s), daughter(s), brother(s), sister(s). (A declaration to the effect should be furnished).
- i) No Engineer of Gazetted Rank or any other official employed in Engineering or Administrative duties in the Engineering Department of the Government of India is allowed to work in the CWC either as contractor or as employee of a contractor for a period of one year after his retirement from Government service unless he has obtained prior permission of Government of India to do so. Even after enlistment, if either the contractor or any of his employees is found to be a person who had not obtained the prior permission of Government of India as aforesaid, the Contract shall be cancelled. (A declaration to the effect should be furnished).

3. Period of Validity of bids:

Bids shall remain valid for 60 days after the date of tender opening. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided shall also be suitably extended.

4. Earnest Money Deposit (EMD):-

EMD shall be deposited in the form of Crossed Demand Draft, CDR, FDR, TDR & BG in favour of Executive Engineer, CD, CWC, Jammu payable at Jammu. The tenders unaccompanied by the Tender Security/EMD will be rejected summarily. However, Government Departments, Public Undertakings and agency registered under MSME are exempted from furnishing EMD on submission of valid certificate in this regard.

5. The EMD will be forfeited if:

- a. If a tenderer withdraws its tender during the period of tender validity specified by the tenderer; or
- b. In case of a successful tenderer, if the tenderer fails:
 - (i) To sign the Contract within 15 days of the issue of the notification for award of the contract; or
 - (ii) To furnish the specified Performance Guarantee.

Government Departments, Public Undertakings and agency registered under NSIC or MSME are exempted from furnishing this Guarantee.

6. Refund of EMD

EMD furnished by all unsuccessful tenderers will be returned to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 days after conclusion of the contract. EMD of the successful tenderer should be returned, without any interest whatsoever, after receipt of performance Guarantee, as called for in the contract.

7. Performance Guarantee :

The successful bidder shall furnish Performance Guarantee Deposit at the rate 5% on the contract value within 7 days after notification of the award and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Performance Guarantee will be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

Performance Guarantee may be furnished in the form of account payee Demand Draft, FDR, CDR, Bank Guarantee in favour of Executive Engineer, CD, CWC, Jammu payable at Jammu.

Performance Guarantee is liable to be forfeited in case successful tenderer does not fulfill contract obligations.

8. Contents of Tender Document:

The contents of the tendering documents as listed below shall be read in conjunction with any corrigendum/addenda, if issued. All the components of the tender shall be considered as a single tender document and include:

- (i) Tender Notice
- (ii) Instructions to the Tenderers
- (iii) Tender
- (iv) Acceptance
- (v) Schedules
- (vi) Schedules of Quantities
- (vii) Term & Condition of Contract
- (viii) Scope and Additional Term and Condition
- (ix) Annexure-I (Technical Bid)
- (x) Annexure-II (Financial Bid) uploaded with the Tender Document in form of xls. sheet.

9. Opening of Bids:

The bids shall be opened on the date and time mentioned in the Critical Date Sheet.

10 Prices

Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account and shall be inclusive of all taxes, duties, octroi, transportation charges etc. The prices should be given as per the format given in price schedule.

- a. All prices should be in Indian Rupee.
- b. The amount should be written both in figures and in words.
- c. The tenderer should quote item rate for all the items mentioned in the BOQ in xls format.
- d. The bids for the works shall remain open for acceptance for a period of 60 sixty days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to government, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of said earnest money deposit. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

11. Non-conformities between the figures and words of the Quoted Prices:

Sometimes non conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of as indicated below:-

- a. If, in the price structure quoted for the required Works/goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail,

unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

12. **Evaluation of Tenders**

The tenders will be evaluated on the basis of eligibility criteria, specifications as given the tender document.

- a. The Technical Bids will be evaluated based on the track record and past experience of the firm in similar work(s) to Government/Public Sector Undertaking and Non Government Agencies. The weightage for the technical evaluation shall be assigned as under:

S.No.	Details	Maximum Marks
1.	Previous experience of agency in similar category of work to Government/Public Sector Undertaking and Non Government Agencies (10 marks to be assigned per year of	50 marks
2.	Clean track record of the Firm during the last three years (10 marks per year if no show-cause notice/debarment notice received (no marks will be assigned for the year during which show-cause notice/debarment notice was received) (A self certificate for clean track record during the last three years should be enclosed)	30 marks
3.	Financial status (Profit or loss of the firm during the previous two financial years) (10 marks for each year if there was profit as per the audited accounts)	20 marks.

- b. The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per eligibility criteria of tender document and such bidders who score a minimum of 50 marks in the technical evaluation. Further, in case the same lowest rate is quoted by more than one eligible firm, the selection will be based on the marks obtained by them at the time of Technical Bid analysis. In case of same marks obtained in the technical bids by more than one eligible firm, preference would be given to that tenderer who has maximum number of experience exclusively in Civil Works in the Government Departments and Public Sector Undertaking & having certificates issued by those Government Departments and Public Sector Undertaking for satisfactory completion of Building works .
- c. The Competent Authority does not bind himself to accept the lowest or any other tender.

13. **Award of Work:**

Within seven (07) days of the receipt of notification of award from the Purchaser, the successful tenderer shall sign the contract agreement as given at Chapter 6 and furnish the specified performance Guarantee.

However, Government Departments and Public Undertakings are exempted from furnishing this Guarantee.

14. **Visit to Work Place by Tenderer:**

Tenderer are encouraged to inspect and examine the work place 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 work place whether he/she inspects the site or and no extra payment/compensation consequent upon any misunderstanding/miss-happening or otherwise shall be allowed.

15. TERMS OF PAYMENT

- (a) No advance payment shall be made. However the payment shall be released only after the Completion of work and clearance of site provided the services are satisfactory. Payment may be made within 15 days on receipt of the bill in triplicate along with duly signed by the Engineer in charge & counter signed by the concern AE / EE.

16. TERMS AND CONDITION BINDING UPON AGENCY:

- a. If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said EMD as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.
- b. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the contractor does not accept the correction of errors, its tender will be rejected.
- c. The Tendering Authority will evaluate technical bids. The financial bid shall be opened only of the Tenderers whose technical bids are found eligible.
- d. The Tenderer shall not contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Department, it should do so in writing.

FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

“Force Majeure” shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:-

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, the Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- (a) The date of commencement of the event of Force Majeure;
- (b) The nature and extent of the event of Force Majeure;
- (c) The estimated Force Majeure Period,
- (d) Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- (e) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- (f) Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

1. Termination of Contract

a. For Purchaser's convenience

The Purchaser can terminate the contract at any time by giving a notice of 30 days to the Contractor. The Contractor shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived.

b. For Contractor's Default

- The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract
- If the Contractor becomes bankrupt or insolvent
- If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
 - i. If the Contractor neglects its obligations under this contract.
 - ii. If the contractor has furnished any false document.
- The Purchaser may without prejudice to any other right issue a notice for termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the Contractor to carry out a specified work may be sufficient grounds for termination of the contract by the purchaser.

c. Termination by Contractor

The Contractor can terminate the contract with 30 days notice only in case:
The Contractor is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.

d. On every termination

- I. The Contractor shall cease further work.

- II. Under such circumstance, only the contract price properly attributable to the part of the work duly valued by the Purchaser shall be payable by the Purchaser to the Contractor. The decision of the purchaser shall be final in this respect.

2. Liquidated Damages

- a. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same.
- b. The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency.
- c. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.
- d. Notwithstanding the provisions of tender document, the Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3. Notices

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speeds post, personal or courier delivery. The transmission by electronic data exchange (fax, email) shall be reconfirmed in writing. Any change in the address etc. shall be communicated within 10 days to other party.

4. Disputes

The decision of the Purchaser shall be final regarding the quality of work provided by the agency; the other aspects arising shall only be referred as Disputes. The Contractor may address its intention with evidences for the settlement of dispute in writing to the Purchaser. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

5. Settlement of Disputes

The settlement of all the disputes of any kind arising out of this contract shall be first through a Mediator and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.

-sd-
Executive Engineer
Chenab Division
Central Water Commission
Jal Aayog Bhawan, Rajinder
Nagar, Phase-1, Bantalab
Jammu-181123
For & on behalf of President of India

TENDER

I/We have read and examined the notice inviting tender, Schedule A, B, C, D, E & F, Specification 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, drawing and instructions with such material as are to be provided for, by and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for sixty (60) days from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of Rs 11746 .00 (Rupees eleven thousand seven hundred forty six) only 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 commence the work specified 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; 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 term and conditions contained or referred to therein and to carry out such deviations as may be ordered up to 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 tender document. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid. I/we shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/We shall treat the tender documents drawings and other record 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.....

(Signature of Contractor)
Postal Address

Witness:

Address:

Occupation:

ACCEPTANCE

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

(Rupees.....
.....)

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

- i)
- ii)
- iii)

Dated

For & on behalf of President of India

Signature.....

Designation.....

SCHEDULES

SCHEDULE 'A' : Schedule of quantities (Enclosed):- As enclosed in tender document

SCHEDULE 'B' : Schedule of materials to be issued to the contractor.

S.No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
N. A. Note:- All the materials to be arranged by contractor as per the Condition attached and IS codes.				

SCHEDULE 'C' : Tools and Plants to be contracted to the contractor

S.No.	Description	Contract charges per day	Place of issue
1	2	3	4
N. A.			

SCHEDULE 'D' :

Extra schedule for specific requirements/documents for the work, if any:-Special Condition of contract.

SCHEDULE 'E' : Reference to General Conditions of Contract

NAME OF WORK: - “Up- gradation (Civil & Aluminum Partition Work) of Water Quality lab for NABL Accreditation in Chenab Division, CWC, Bantalab, Jammu”

- (i) Estimated cost of work : Rs. 587324.00
- (ii) Earnest Money : Rs. 11746 .00
- (iii) Performance Guarantee : 5% of the tendered value

SCHEDULE 'F' :

General Rules & Directions: General Condition of Contract for CPWD Works Manual 2019 amended/ modified up to the date of receipt of tender.

Officer Inviting Tender :

Executive Engineer,
Chenab Division, Central Water Commission,
Jammu

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 Clause 12

Definitions:

- 2 (i) Engineer-in-Charge : Executive Engineer, Chenab Division, CWC, Jammu

- 2 (ii) Accepting Authority : Executive Engineer, Chenab Division, CWC, Jammu.
- 2 (iii) Percentage on cost of materials and labour to cover all overheads and profits. : 15%
- 2 (iv) Standard Schedule of Rates : DSR 2018
- 2 (v) Department : Central Water Commission
- 2(vi) 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 Acceptance letter will be sent through E-mail. : 07 (Seven Days) days
- (ii) Maximum allowable extension with late fee @ 0.1 % per day of performance guarantee amount beyond the period provided (i) in above : 03 (Three Days) days

Clause 2

Authority for fixing compensation under Clause 2. : Director, M&A, CWC, Jammu

Clause 2 A

Whether clause 2A shall applicable : No

Clause 5

Number of days from the date of issue of letter acceptance for reckoning date of start : 15 days

Mile stone(s) as per table given below :

Table of Mile Stone(s)

Sl. No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be withheld in case of non achievement of milestone
1.	N .A .		
2.			
3.			

Time allowed for execution of work : **60 Days**

Authority to decide :

- (i) Extension of time (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be.)
- (ii) Rescheduling of mile stones (Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be.)

Clause 6, 6A : As per clause CPWD General
 Clause applicable –(6 or 6A) condition of Contract

Clause 7 : As per clause CPWD General
 Gross work to be done together with net payment / adjustment condition of Contract
 of advances for material collected, if any since the last such
 payment for being eligible to interim payment

Clause 10 A
 List of testing equipment to be provided by the contractor at site lab

1.	2
3.	4.
5.	6.

Clause 10B (ii)
 Whether clauses 10B(ii) shall be applicable : **No**

Clause 10 C
 Component of labour expressed as percent of value of work = N.A

Clause 10CA **Not Applicable**
 Material covered under this clause.

Sl No.	Materials covered under this clause	Nearest Material (other than cement reinforcement bars and structural steel) for which All India Wholesale Price Index is to be followed	Base Price of all the Materials covered under clause 10 CA *

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

Schedule of component of other Materials, Labour, POL etc. for price escalation.

: X %

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

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

Clause 11 : CPWD Specification for works
 Specifications to be followed for execution of work 2009 Vol-1 & Vol-11 with up to date Correction slips till the date of receipt of tender.

Clause 12
Type of work :- Maintenance (Building) Work

12.2 & 12.3 Deviation limit beyond which clauses 12.2 & 12.3 shall : 50%.
apply for building work

12.5 (i) Deviation limit beyond which clauses 12.2 & 12.3 : 50%
shall apply for foundation work.(except item mentioned
in the earth work sub head in DSR related items)
(ii) Deviation limit for items mentioned on earth work : 100%
subhead of DSR and related item.

Clause 16 Competent Authority for deciding reduced rates. : Director M&A.,
Clause 36(i): Not Applicable : CWC, Jammu

Clause 42

(i)(a) Schedule/statement for determining theoretical quantity of cement & bitumen: On the basis
of Delhi Schedule of Rates-2018,
by CPWD.

(ii) Variations permissible on theoretical quantities.

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

for works with estimated cost put to tender more : 2% Plus/ Minus side
than 5 lakhs

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

(c) Steel reinforcement and structural steel sections : 2% Plus/ Minus side
for each diameter, section and category

(d) All other materials : Nil

SCHEDULE OF QUANTITIES

Up- gradation (Civil & Aluminum Partition Work) of Water Quality lab for NABL Accreditation in Chenab Division, CWC, Bantalab , Jammu’’

SL. No.	Description	Qty	Unit	Details
1.00	Providing and fixing false ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (bothside inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I. channels 45x15x0.9 mm running at the spacing of 1200 mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre, shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25mm long dry wall screws @ 230 mm interval, including fixing of gypsum board to ceiling section and of tapered and square edges of the board with recommended jointing perimeter channel with the help of dry wall screws of size 3.5 x 25 compound , jointing tapes , finishing with jointing compound in 3 mm at 230 mm c/c, including jointing and finishing to a flush finish layers covering upto 150 mm on both sides of joint and two coats of primer suitable for board, all as per manufacturer's specification and also including the cost of making openings for light fittings, grills,diffusers, cutouts made with frame of perimeter channels suitably fixed, all complete as per drawings, specification and direction of the Engineer in Charge but excluding the cost of painting with :			
1.01	12.5 mm thick tapered edge gypsum moisture resistant board	120	sqm	
2.00	Centering and shuttering including strutting, propping etc. and removal of form for :			
2.01	Lintels, beams, plinth beams, girders, bressumers and cantilevers	38	sqm	
3.00	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) : 3 graded stone aggregate 20 mm nominal size).	2.50	cum	
4.00	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level.			
4.01	Thermo-Mechanically Treated bars of grade Fe-500D or more	440	kg	
5.00	providing 12mm cement plaster of mix 1:6 (1 cement : 6 coarse sand)	65	sqm	
6.00	Providing and laying Polished Granite stone flooring in required design and patterns, in linear as well as curvilinear portions of the building all complete as per the architectural drawings with 18mm thick stone slab over 20mm (average) thick base of cement mortar 1:4 (1cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing, curing and polishing e.t.c all complete as specified and as directed by the engineer-in-charge:			
6.01	Polished Granite stone slab jet black, Cherry Red, Elite Brown, Cat Eye or equivalent.	20.00	sqm	
7.00	Neat cement punning	45	sqm	
8.00	Providing and fixing aluminum work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z			

	sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminum sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminum snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :			
8.01	For fixed portion			
8.02	Anodised aluminum (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15) / (length of Aluminum total 95.68m , single gloove = 42.96m weight 2.342kg/m double groove 52.72m weight 2.415 kg/m)	230	kg	
8.03	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately)			
8.04	Anodised aluminum (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15) (length = 55 m)	135	kg	
9.00	Providing and fixing aluminum handles, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete :			
9.01	125 mm	3	Each	
9.02	75 mm	8	Each	
10.00	Providing and fixing 12 mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type II, in paneling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of Engineer-in-charge.			
10.01	Pre-laminated particle board with decorative lamination on one side and balancing lamination on other side	32	sqm	
11.00	Providing and fixing glazing in aluminum door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of Engineer-in-charge . (Cost of aluminum snap beading shall be paid in basic item):			
11.01	With float glass panes of 5.00 mm thickness weight not less than 12.50kg/sqm	20	sqm	
12.00	Providing and fixing aluminum tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete :			
12.01	300x10 mm	6	Each	
13.00	Providing and fixing aluminum hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868)transparent or dyed to required colour and shade, with necessary screws etc. complete.			
13.01	Twin rubber stopper	5	Each	
14.00	Providing and fixing aluminum extruded section body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564,embossed on the body, door weight upto 36 kg to 80 kg and door width from 701 mm to 1000 mm), with double speed adjustment with necessary accessories and screws etc. complete.	5	Each	
15.00	providing and fixing bright finished 100 mm mortise lock with 6 levers without pair of handles of approved quality for aluminum door, with necessary screws etc	3	Each	

GENERAL CONDITIONS & CLAUSES OF CONTRACT

1. The officer inviting tender is Executive Engineer, Chenab, CWC, Jammu.
2. The Accepting Authority is Executive Engineer, Chenab, CWC, Jammu.
3. The work shall be executed in accordance with the specifications mentioned in NIT.
4. The tenderers should read all the instruction terms & condition, contract clause, nomenclature of items, specification etc. contained in the tender documents very carefully, before quoting the rates. The tenderer should also read the general Condition of contract for CPWD Works 2014.
5. The contractor shall quote his rates keeping in mind the salient highlights, specifications, terms & Conditions, additional Conditions and special Conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified.
6. The taxes as applicable shall be paid by the contractor himself. The department deduct from the bills, the TDS as applicable. The Contractor shall quote his rates considering all such taxes.
7. The accepting authority shall have full right to reject all or any of the tender without assigning any reason thereof.
8. In case of any conflict/dispute regarding specification of works etc. the decision of the Engineer-in-Charge shall be final and binding.
9. Except for the items, for which particular specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the "CPWD Specifications 2009 Vol-I & II with upto date corrections slips and as per instructions of Engineer-In-Charge. Wherever CPWD Specifications are silent, the latest IS Codes / Specifications shall be followed.
10. Contractor will bring the sample at site for approval from competent authority and inform to Engineer-in-Charge in writing. Executive Engineer shall verify the sample according to contract specification. In case Contractor fails to inform in writing about samples of materials brought at site within 1/3rd time of stipulated completion, it will be treated as breach of contract.
11. The rates for all items of work shall, unless clearly specified otherwise, include cost of all labour, material, tools and plants and other inputs involved in the execution of the item.
12. The contractor(s) shall quote all inclusive rates against the items in the schedule of quantities and nothing extra shall be payable for any of the Conditions and specifications mentioned in the tender documents unless specifically specified otherwise.
13. The rate for all items, in which the use of cement is involved is inclusive of charges for curing.
14. The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc. (FPS units wherever indicated are for guidelines only)
15. **Labour Laws Complied:**
The Contractor shall strictly shall comply with the provision of all latest amended central and state labour law from time to time.
16. **Termination of Contract:**
If the contractor does not comply with labour laws and contract conditions, the Executive Engineer may terminate the contract and the performance guarantee will be forfeited.
17. The rates for all items of work shall, unless clearly specified otherwise, include cost of all labour, material, tools and plants and other inputs involved in the execution of the item and nothing extra shall be payable on this account.

- 18.** The contractor(s) shall quote all-inclusive rates against the items in the schedule of quantities and nothing extra shall be payable for any of the conditions and specifications mentioned in the tender documents unless specifically mentioned otherwise.
- 19.** The tenderers should read all the instruction terms & condition, contract clause, nomenclature of items, specification etc. contained in the tender documents very carefully, before quoting the rates. The tenderer should also read the general condition of contract for CPWD Works 2014.
- 20.** The contractor shall quote his rates keeping in mind the salient highlights, specifications, terms & Conditions, additional Conditions and special Conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified.
- 21.** The tender, which is not duly signed by authorized signatory or is conditional shall be treated as non-responsive and shall be summarily rejected.

SCOPE OF WORK, SPECIFICATIONS AND SPECIAL TERMS & CONDITIONS

1.0 DEFINATION OF TERMS USED

- The “Agency” shall mean the individual or firm or company and shall be included the legal Personal representative or such individual or the persons comprising such firm or company and the permitted assignees of such individual or firm or company.
- The “President” means the President of India and his successors.
- The “Government” or “Government of India” shall mean the President of India.
- The “Authority” means the Executive Engineer, CWC, Jammu

2.0 SCOPE OF WORK

- 2.1 Central Water Commission requires the **Up-gradation(Civil & Aluminum partition work) of water quality lab for NABL accreditation Bantalab at Jammu** Office of the Executive Engineer, CWC, Jammu as per attached Schedule of quantities.
- 2.2 The duration of this Contract shall be for a period of 60 days from issue of work order. The successful Tenderer shall be expected to provide the services/Works during the specified contract period on Contract Basis (or extended period on, if any)

3.0 TERMS & CONDITIONS OF THE CONTRACT

- 3.1 Rate offered by the “Agency” shall be valid for a period of 60 days.
- 3.2 No advance payment shall be made. However the payment shall be released only after the end of services/Works are satisfactory.
- 3.3 The “Authority” shall not be responsible for death / injury sustained to the workers during the performance of their duties and also for any damage or compensation due to any dispute between the “Agency” and its workers. Any expenditure incurred by the department to face the situation arising out of act of his workers will be made good by the “Agency”. If any incident/accident during the duty period the department will not be held responsible for the same. It is the responsibility of the firm / agency to provide sufficient insurance coverage / compensation as per the latest rules in force.
- 3.4 In case of any litigation due to accident, the agency shall handle at its own cost and in the event of the department happens to be incurred any expenditure towards litigation, the same shall be recovered from the agency.
- 3.5 In case of any dispute, the decision of the “Authority” will be final and binding.
- 3.6 In case it is noticed by the “Authority” that the work carried out by the “Agency” is not up to the mark/ required standard, 2 days written notice will be given to the “Agency”, warning the inefficient state of work and asking “Agency” to improve upon the standard with in this period. In the event of finding that there is no

improvement and the work is not being carried out as per instruction of “Authority” the contract shall be terminated by giving 24 hours notice.

3.7 The “Agency” shall work under the control of the “Authority” or his authorized representative.

3.8 Any Terms and condition imposed from time to time by the CWC head quarter is liable to be implemented by the agency.

4.0 TERMS OF PAYMENTS

4.1 No advance payment shall be made. However the payment shall be released only after the Completion of work and clearance of site, provided the services are satisfactory. Payment may be made within 15 days on receipt of the bill in triplicate along with duly signed by the site in charge & counter signed by the concern JE/AE.

4.2 The payment will be made to the agency by the Executive Engineer after Measuring the actual quantity of works completed. The measurement will be carried out by Junior Engineer or Assistant Engineer as designated by the competent authority.

4.3. The Taxes as applicable shall be paid by the contractor himself. The department deduct from the bills, the TDS as applicable. The Contractor shall quote his rates considering all such taxes.

5.0 The “Authority” has a right to terminate the agreement without notice in case the Agency fails to comply with any of the provisions of this agreement or does not provide the services/Works to the satisfaction of the Authority.

6.0 The “Authority” reserves the right to extend/ reduce the period of contract without assigning any reasons.

7.0 Rates quoted shall be inclusive of all charges, taxes and other levies and incidental expenses, if any payable.

8.0 The rates quoted by the renderer shall remain fixed for the duration of the contract and shall not be subject to adjustment on any account.

9.0 This office reserves the right to reject any or all the tenders without assigning any reasons thereof.

10.0 Tenderer are advised to visit the place of work to acquaint themselves with the conditions, approaches, camping facilities before quoting their rates for the execution of the work. Non - familiarity with the conditions will not be considered a reason either for extra claim or for not carrying out the work in strict conformity with instructions.

11.0 The “Tenderer” shall act diligently and take appropriate action, in case of fire or any other calamity, theft, etc. and to prevent it and further to reduce the damage and keep informed the appropriate authorities.

12.0 COMMENCEMENT & COMPLETION OF SERVICE

- The “Agency” will commence service within 5 days after issuing work order or further enhanced period if any as per the instructions of the Engineer-in-charge.
- The time allowed for carrying out the work will be 60 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, indicated in the bid documents.

13.0 QUALITY OF SERVICE

- It will be the responsibility of the agency to maintain the high standard of services.
- In case of mishap within the premises of the employer, the same will be reported to the officer in charge, appointed by the engineer-in-charge, who will deal with all such matters. In case, the matter is required to be reported to the Police, the same shall be done by the employer or in exceptional cases by the agency on the instruction of the engineer-in-charge.

14.0 PENALTY OF SERVICES

If any loss to government properties/materials shall occur due to negligence of duties, it shall be responsibility of “Agency” and “Tenderer” shall have to pay or recovered from the bills for losses as per decision of Engineer-in-charge. The amount of losses shall be determined by department and shall be binding on the Agency. No claims of Agency in this respect shall be entertained.

- 15.0** Any other rules of CPWD codes and its amendment as applicable will be binding on the successful tenderer for this deal.

SPECIAL TERM AND CONDITION

Name of work: Up- gradation (Civil & Aluminum Partition Work) of Water Quality lab for NABL Accreditation in Chenab Division, CWC, Bantalab , Jammu’’

- 1.0** The contractor (s) shall make his own arrangement for electricity and water required for the execution of work and nothing extra shall be paid for the same. The contractor shall make his own arrangement by providing diesel generators of adequate capacity at his own cost.
- 2.0** All the materials including cement, Sand will be arrangement by the contractor himself and nothing extra shall be paid for cartage of material to site of work.
- 3.0** The contractor shall get the source of various raw materials namely cement, sand, water etc. to be used on the work, approved from the Engineer-in-Charge.
- 4.0** (a) The Contractor(s) shall inspect the site of work before tendering and acquaint himself with the site Conditions and no claim on this account shall be entertained by the department.

(b)The contractor(s) shall get himself acquainted with nature and extent of the work and satisfy himself about the availability of materials from kiln or approved quarries for collection and conveyance of materials required for construction.
- 5.0** The tenderer shall see the approaches to the site. In case any approach from main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost. No payment shall be made on this account.
- 6.0** The measurements shall be recorded and entered in computerized format in the first instance by the contractor, and a hard copy shall be submitted to the Department. All entries shall be made exactly as per the existing procedure.
- 7.0** These measurements shall then be 100% checked by the Junior Engineer. If Junior Engineer is not available, the Assistant Engineer shall perform 100% check of the measurements. The contractor shall incorporate all such changes or corrections, as may be done during these checks.
- 8.0** **SAMPLE OF MATERIALS:-**

All materials and fittings brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from Engineer-in-Charge. Wherever brand / quality of material is not specified in the item of work, the contractor shall submit the samples as per suggestive list of brand names given in the tender document / particular specifications for approval of Engineer-in-Charge. For all other items, materials and fittings of ISI Marked shall be used with the approval of Engineer-in-Charge. Wherever ISI Marked material / fittings are not available, the contractor shall submit samples of materials / fittings manufactured by firms of repute conforming to relevant specifications or IS codes and use the same only after getting the approval of Engineer-in-Charge. To avoid delay, contractor should submit samples as stated above well in advance so as to give timely orders for procurement. If any material, even though approved by Engineer-in-Charges found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk& cost.

- 9.0** The contractors shall submit his final bill to the Executive Engineer within 60 Days of Completion of work. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.

- 10.0** In Case he fails to submit the final bill by this time, the bill shall be accepted by the Executive Engineer, only if it is approved by the competent authority as per details below depending upon the quantum of delay in submission of final bill –

Sl. No.	Competent Authority to Condone delay in submission of final bill	Time taken in submission of final bill after completion of work that can be condoned by the authority
1.	Director M&AD	16-30 days
2.	Chief Engineer	31-60 days

- 11.0** The contractor shall forfeit his claim in case he fails to submit his bill **within 120 Days** after completion of his work.

12.0 PARTICULAR SPECIFICATIONS (AS APPLICABLE) :-

1.0 WOOD WORK:-

- 1.1 The wood work in general shall be carried out as per CPWD Specifications – 2009 Vol. I & II with upto date correction slips.
- 1.2 All fittings and fixtures shall be got approved from the Engineer-in Charge before procurement well in advance and the approved samples shall be kept at site till completion of the work.
- 1.3 Glazing for toilets shall be of translucent type.
- 1.4 The shape and size of beading shall be as per mention in schedule of quantities. The joint so f beading shall be mitered.
- 1.5 **Fire Resisting Doors**
 - The doors shall be procured from approved manufacturer.
 - The fire check door shall be conforming to IS-3614 (Part-I):1966
 - The fire check door shall not collapse during of hot gases or the flames through the rebate of the gap between the door frame and shutter or through the holes, developed in the shutter during fire.
 -

1.5.1 Steel Door

Material: - Door frames and leaves shall be made from ZINTEC ELECTRO GALVANISED STEEL.

Door Leaves shall be constructed from 1.25 mm thick electro galvanized steel sheet press formed to provide fully flush, double skin door shell, with lock seam joints at style edges with internal reinforcement at top, bottom and styles edges for fire rating. The internal construction of door shall be specially designed honey combed structure with reinforcement at top, bottom and style surround.

Door Frames shall be manufactures from 1.6mm thick galvanized steel sheet press formed to double rebate profile of size 143 x 57 mm (\pm 0.3 mm) with a maximum bending radius of 1.4 mm.

Sill: Sill shall be made from 1.6 mm 916G) zinc coated steel sheet shaped to prevent water ingress and entrapment.

1.5.2 Wooden Door

The door shall be manufactured as per CPWD specifications besides satisfying the ingress and entrapment.

1.5.3 Vision Panel:- The Vision Panel shall be rated vision panels with 6 mm thick clear glass (2 hours fire rating) made from Spin turned Rings (380 mm dia circular vision panel) or press formed(300 mm Square vision panel). Glass shall be fixed with glazing gasket of self sticking ceramic glass fibre having a classification temperature of 1260 Deg.

1.5.4 Finish: - the door frame and door shutter shall be finished with thermo setting acrylic paint for scratch resistance and durability. The paint shall be of approved brand and quality.

1.5.5 Lock: - Mortice sash lock with internal thumb turn and external key operation with lever handles shall be provided.

1.5.6 Flush Bolts (Double Door) :- 300 mm concealed extended lever action flush bolts satin finish, fixed to top and bottom of the inactive blade shall be provided.

1.5.7 Automatic Flush Door: - Dual adjustable speed automatic door closer with rack and pinion method shall be provided.

1.5.8 Panic Hardware: - Heavy duty panic bars for easy access fire escapes shall be provided.

1.5.9 Electro Magnetic Devices: - Doors hold on electromagnetic device suitable arrangement to be connected to active fire alarm systems shall be provided.

1.5.10 Door Co- Ordinates: - Mechanical door coordinates for coordination proportionally of double door shall be provided.

1.5.11 Smoke Seals: - PEMKO heavy duty smoke seals for smoke doors shall be provided.

1.5.12 Area of door shutter only be measured for payments.

1.5.13 The rates shall be inclusive of all material, T&P, Labour etc. complete including testing etc. as described above.

2.0 FINISHING WORK

2.1 The work shall be carried out as per CPWD Specifications- 2009 - Vol. I &Vol.II with upto date correction slips.

2.2 All painting material shall brought to the site of work in the original sealed containers. The material brought to the site of work shall be sufficient for at least 30 days of work. The material shall be kept under the joint custody of contractor and representative of the Engineer-in Charge.

3.0 SPECIFICATIONS FOR ALUMINIUM DOOR, WINDOW, AND VENTILATOR WORK ETC.

3.1 Extent and intent

The work shall be carried out through an approved specialist contractor, who

shall furnish all materials, labour, accessories, equipment, tool and plant and incidentals required for providing and installing anodized aluminum doors, windows, claddings, Louvers and other items as called for on the drawings. The drawings and specifications cover the major requirement only. The supplying of additional fastenings, accessory features and other items not mentioned specifically herein, but which are necessary to make complete Installations shall be a part of this contract.

3.2 General

Doors & windows etc. shall be Mention of size in schedule of quantizes.

3.3 Drawings

The contractor shall submit the Catalog/drawings of doors, Windows, louvers, cladding and other aluminum work, based on architectural drawings, to the Engineer-in-Charge for his approval. The drawings shall show full size sections of doors, windows etc. thickness of metal (i.e wall thickness), details of construction, sub frame/ rough ground profile, anchoring details, hardware as well as connection of windows, doors and other metal work to adjacent work. Samples of all joints and methods of fastening and joining shall be submitted to the Engineer-in-Charge for approval well in advance of commencing the work.

3.4 Samples

Samples of doors, windows, louvers etc. shall be fabricated, assembled and submitted to the Engineer-in-Charge for his approval. They shall be of sizes types etc. as decided by Engineer-in-Charge. All samples shall be provided at the cost of the contractor.

3.5 Sections

Minimum doors and windows shall be fabricated from extruded section of profile of detailed on drawings. The sections shall be extruded by the manufacturers approved by the Engineer-in-Charge. The aluminum extruded sections shall conform IS designation 63400-WP (HV9WP Old designation) with chemical composition and technical properties as per IS 733 and IS : 1285. The permissible dimensional tolerance of the extruded sections shall be such as not to impair the proper and smooth function/ operation and appearance of doors and windows.

3.6 Fabrication

Doors, windows, etc. shall be fabricated to sizes as shown, at factory and shall be of section, sizes combinations and details as shown in the Architectural Drawings. All doors, windows etc. shall have mechanical joints. All members shall be accurately machined and fitted to form hairline joints prior to assembly. The joint and accessories such as cleats, brackets, etc. shall be of such materials as not to cause any bimetallic action. The fabrication of doors, windows, etc. shall be done in suitable sections to facilitate easy transportation, handling and Installations. Adequate provision shall be made in the door and window members for anchoring to support and fixing of hardware and other fixtures as approved by the Engineer-in-Charge.

3.7 Anodizing

All aluminum sections shall be anodized as per IS : 7088 and to required colour as specified in the item as per IS : 1868 grading as specified in item schedule after cutting the member to requisite sizes before the final assembly. Anodizing

to confirming specified grade with minimum average thickness of 50 microns when measured as per IS 612. The anodic coating shall be properly sealed by steam or in boiling water are cold sealing process as per IS : 1868/IS:6057. Polythene tape protection shall be applied on the anodized section before they are brought to site. All care shall be taken to ensure surface protection during transportation, storage at site and Installations. The tape protection shall be removed on Installations. The samples will be tested in the approved laboratory and cost of samples, cost of testing, shall be borne by the contractor.

3.8 Protection of Finish

All aluminum members shall be wrapped with approved self adhesive non-staining PVC tapes.

3.9 Handling and stacking

3.9.1 Fabricated materials shall be stacking in an approved manner to protect the material against any damage during transportation. The loading and unloading shall be carried out with utmost care, on receipt of materials at site, they shall be carefully examined to detect any damaged pieces. Materials found to be acceptable on inspections shall be repacked in crates and stored safely.

3.9.2 In the case of composite windows and doors, the different units are to be assembled first. The assembled composite units should be checked for line, level and plumb before final fixing is done. Units may be serial numbered and identified as how to be assembled in their final location of situation so warrants.

3.9.3 Where aluminum comes into contact with masonry brickwork, concrete, planter or dissimilar metals, it shall be coated with approved insulation lacquer, paint or plastic tape to ensure that electro- chemical corrosion is avoided.

3.9.4 The contractor shall be responsible for assembling composite, bedding and filling the groove with backup roads polysulphide sealant inside and outside,

3.9.5 Placing the doors, windows etc. in their respective opening. After the doors/ windows have been fixed in their correct assigned position, the open hollow sections abutting masonry concrete shall be fitted with approved polysulphide sealant densely packed and neatly finished.

3.9.6 The contractor shall be responsible for doors, windows, etc. being set straight plumb, level and for their satisfactory operation after fixing is complete.

3.10 Installations

3.10.1 Just prior to Installations the doors, windows etc. shall be uncrated and stacked on edge on level bearers and supported evenly. The frame shall be fixed into position true to line and level using adequate number of expansion machine bolts, anchor fasteners of approved size and manufacturer and in an approved manner. The holes in concrete/ masonry members for housing anchor bolts shall be drilled with an electric drill.

3.10.2 The doors, windows assembled as shown on drawings shall be placed in correct final position in this opening and marks made on concrete members at jambs, sills and heads against the holes provided in frames for anchoring. The frame shall then be removed from the opening and laid aside. Neat hole with parallel sides of appropriate size shall then be drilled in the concrete members with an electric drill at the marking to house the expansion bolts. The expansion bolts shall then be inserted in the holes, struck with a light hammer till the nuts is forced into the anchor shell. The frame shall then be placed in final position in the opening and anchored to the support through cadmium plated machine screws of required size threaded to expansion bolts. The frame shall be set in the opening by using wooden wedges at supported and bar plumbed in position. The wedges shall invariably be placed at meeting points of glazing bars and frames.

13. List of Material of Approved Make/ Manufacture Name (AS APPLICABLE) :-

Sl No	Materials	Manufacture Name/ Approved Make
Civil items		
1	Ordinary Portland cement 43 grade as per IS: 8112	A.C.C, ULTRATECH, SHREE CEMENT, AMBUJA, J.K CEMENT & DALMIA CEMENT,
2	Reinforcement Steel (TMT)	SAIL, TATA STEEL, RINL, JINDAL STEEL and POWER Ltd. , JSW ltd.
3	Structural Steel Sections	SAIL, TISCO, RINL, JSW, JINDAL STEEL,
4	Structural Steel tube/pipes	JINDAL, TATA, APOLLO, ELECTRO STEEL
5	White Cement	BIRLA WHITE, J.K WHITE
6	Ready Mixed Cement Concrete	ACC, LAFARGE, ALTRATECH, SHREE, ENPOCEM, RMC READYMIX (INDIA).
7	Block Jointing Mortar	J.K LAKSHMI, AEROCON SMARTFIX
Wood Work		
1	Ply board, plywood	GREEN PLY, DURO, CENTURY, ARCHID, MERINO, NATIONAL, KITLAM
2	Laminate	ARCHID, MERINO, GREEN, CENTURY, KITLAM, FORMICA, NATIONAL
3	Vener ply, natural wood veneers	MERINO, GREEN LAM, DURO, CENTURY, SONEAR, TRU-WOOD, MAYUR, ARCHID, KITLAM
4	Prelaminated particle board	CENTURY, KITLAM, MERINO, ACTION TESA, ARCHID, NATIONAL, ECOBOARD, ANCHOR, BHUTAN BOARD GREEN
5	Flush door	CENTURY, ARCHID, MERINO, KITLAM, NATIONAL, SWASTIK CORBETT, KUTTY, FLUSHDOOR, DURO, GREEN
6	Gypsum board	INDIA GYPSUM, LAFARGE, SAINT GOBAIN, BORAL, AMF
7	Locks, latch	GODREJ, HARRISON, PLAZA, YALE, HETTICH, HARDWYN, DORMA
8	Friction stay hinges, ball bearing hinges & spring	EARL-BIHARI, EBCO, GODREJ, DORMA, HAFELE, GREEN

	hings	
9	Nuts, bolts & screws	GKW,KUNDAN,PRIYA,ATUL,PUJA
10	Dash, anchoring fasteners & cramp	HILTI,FISCHER,AXEL,CANON,BOSCH
11	Mdf board	NUWOOD,DURATUFE BAJAJ
12	Frame system for internal partition	SAINT GOBAIN, GYPROC BOROL/AMS
13	Wall paper	ROSELLE,EGOWALL PAPERES VESCOM
ALUMINIUM, STEEL, FALSE CEILING,ROOF AND GLASS WORK		
1	Stainless steel hardware fittings(Heavy Duty)	DORMA, OZENE, GODREJ,GENE,HAFELE,BLUM,DORSET,PERGO
2	Aluminum Section for doors, window & partition e.t.c.	JINDAL, HINDALCO,INDALCO,NALCO,BHORUKA
3	Anodised Aluminum hardware(Heavy Duty)	NU-LITE, SARGENT, EVERITE, GODREJ, HARDIMA,HARDWAR,KLASSIC,ALKA, JINDAL
4	Clear/float/frosted glass	MODI,SAINT GOBAIN, ASAHI, PILKINGTON, GOLD PLUS, GLAVERBEL(BELGIUM)
5	Aluminum composite panel	ALSTRONG, REYNOBOND, ALPOLIC, ALUDECOR,ALUCOBONE,ALSTONE,ACROSS BOND
6	Stainless steel section	JINDAL, KICH, ESSAR, NSTYLE-D-LINE,FABRINOX,SALES STEEL
7	High performance solar toughened glass	SAINT GOBAIN, ASAHI, PILKINGTON
8	Reflective glass/lacque red glass	SAINT GOBAIN, ASAHI, PILKINGTON, GLAVERBEL(BELGIUM), MODI GUARD, ATUL
9	false ceiling - gypsum	SAINT GOBAIN,LAFARGE, INDIA GYPSUM, GYROC/BORAL
10	False ceiling metal with supporting grid	SAINTGOBAIN,ARMSTRONG,DEXUNE,USG,ECOPHONE,DECOSONIC,DAIKEN,UNI-MAT
11	Fire rated glass	SAINT GOBAIN, , PILKINGTON, SCHOTT
12	UPVC window/doors	FENESTA, REHAU, ALUPLAST, PRIZMA,DURO PLAST, WINTech VEKA INDIA
13	Fire door	GODREJ, SHAKTI, NAVAIR
14	Pvc door	RAJSHREE, FINOLEX PLASTICS, E-PLANTA, POLYLINE
15	Factory Made section window	ISI MARK PRODUCT ONLY
16	Puff insulation panel	LLOYD INSULATION/JINDAL/METECHNO/SYNERGY
17	Aanti static high pressure laminate	FORMICA, MERINO ANALCO, CENTURY, BAKELITE HYLAM, DECOLAM, SUNMICA (AICA)
18	Stainless steel screws (unless otherwise specified)	KUNDAN, ARROW, NETTLEFOLD, GKW, PUJA, ATUL
19	Mirror	SAINT GOBIN, MODIGUARD, AIS, ATUL, GOLDEN, PILKINGTON
20	Rockwool / glass wool insulation	TWIGAFIBER, LLYOD INSULATION, SUPREME, SIPLA, UNIFEB
21	Frame system for internal	SAINT GOBIN GYPROC, BOROL, AMS
22	Wire mesh	HAVER STANDRAD, GRAND METAL, STRELING, TRIMURTY WELDED MESH, TIGER

23	Hydraulic door closer / floor spring	HARDWYN GODREJ, YALE, EVERITE, DOORKING, KELWIN, DORMA HAFELE, GEZE
24	S.s. railing	JINDAL, ICICH, ESSAL, DORMA, CONNECT, ARCHT, FABRINOX, STELL N STYLE
25	G.i. sheet	SAIL, TATA, JINDAL
26	Fiber glass sheet	SIMCRYL, SIMBA
27	Rolling shutter	RAMA ROLLING SHUTTER, JYOTI ROLLING SHUTTER, ANAND INDST. SHRI RAM ROLLING SHUTTER
28	M.s. door fittings	ASHISH, OFFORD, GARG, ADARSH
29	Fire check door	ROMAT, KUTTY DOOR, NAVIER
30	Smoke seal strip	IMPORTED PROMAT, ASTRO FLAME
31	Door close lock	INGEROLL RAND, DORMA
32	Panic exit device	INGEROLL RAND, MONARCH
33	Door coordinator	UL-LISTED, MONARCH
34	Tempered glass	MUDIFLOAT, SAINT, GOBIN, ASAHI, GLAVERBEL
35	Doors & window fixture	EVERITE, GODREJ, HARDIMA, HARDWARER, KLASSIC, ALKA JINDAL
36	Metal fire check doors	NAVAIR, SHAKTI-MET GODREJ
37	Steel window	M/S UNITED ENGG. WORKS, RAM NAGAR M/S METAL WINDOW CORP, ROHTAK M/S SKS STEEL INDUSTRIES PIRGARHI ANY OTHER ISI MARKED FACTORY MADE JANGID ENGINEERING WORKS, JAIPUR
38	Ms precoated roofing sheet	TATA BLUESOPE / INTERRAARCH MULTICOLOUR STEEL, LLYOD STEEL
39	Fabricators for aluminum glazing, structural-glazing, aluminum door & windows, acp work.	ALUMAX WINDORZ INDIA PVT. LTD., JANGID ENGINEERING WORKS, JAIPUR
40	Stainless steel fabricators	VETERAN INDUSTRIES (INDIA), KANZ, D LINE, EARL, BEHARI, ANAND
41	Gal vanishing	JENCO / STEEL LINE, LIE, KARAMTARA
42	Laminate flooring	ARMSTRONG, PERGO, FLORENCE
43	PVC Flooring & Vinyl wall	ARMSTRONG, FORBO, GERELOR, INPROCORP

Technical Bid**ANNEXURE – I**

Name of Work:- **Up-gradation(Civil & Aluminum partition work) of water quality lab for NABL accreditation Bantalab at Jammu**

S. No.	Particulars	To be filled by the tenderer
1.	Name of the Agency	
2.	Date of establishment of the agency	
3.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
4.	PAN Number (copy to be enclosed)	
5.	Goods and Service Tax Registration Number (copy to be enclosed)	
6.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard)	
7.	Length of experience in the field	
8.	Experience in dealing with Govt. Departments (indicate the names of the Departments and years of dealing with those Departments and attach copies of contract orders placed on the agency)	
9.	Whether agency profile is attached	
10.	Financial turnover of the tendering company/firm/agency for the last 3 financial year with supported documents (copy of Net Profit & balance sheet, duly certified by Auditors/CAs to be attached)	

Signature of the bidder with seal

Chapter 6: Contract Form

CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the.....day of.....20.....between Executive Engineer, Chenab Division, Central Water Commission, Rajinder Nagar, Bantalab, Jammu (*Name of purchaser*) (*hereinafter "the Purchaser"*) of one part and (*Name of Contractor*) of.....
..... (*City and Country of Contractor*) (*hereinafter called "the Contractor"*) of the other part:

WHEREAS the Purchaser invited Tenders for certain WORKS, viz **Up- gradation (Civil & Aluminum Partition Work) of Water Quality lab for NABL Accreditation in Chenab Division, CWC, Bantalab ,Jammu'** under Executive Engineer, Chenab Division, Central Water Commission, Jammu and has accepted a Tender by the Contractor for the Execution of work in the sum
..... (*Contract Price in Words and Figures*) (*hereinafter called "the Contract Price"*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. The tender form, technical bid and the price schedule submitted by the Tenderer ;
 - b. Tender document
 - c. Amendments to the tender document;
 - d. Post tender opening correspondence ;
 - e. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and

Brief particulars of the services which shall be supplied/provided by the Contractor are as under :

Brief description of Work	Amount in Rs. in figures
Up- gradation (Civil & Aluminum Partition Work) of Water Quality lab for NABL Accreditation in Chenab Division, CWC, Bantalab ,Jammu''	

TOTAL VALUE:

DELIVERY SCHEDULE: Within 7 days of signing of contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said.....
..... (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the
said
.....
..... (For the Contractor)

in the presence of:

GUARANTEE TO BE EXECUTED BY THE CONTRACTOR
FOR REMOVAL OF DEFECTS AFTER COMPLETION
IN RESPECT OF SANITARY INSTALLATIONS / WATER SUPPLY / DRAINAGE
WORK AND ALUMINIUM WORK

The agreement made this..... day of Two Thousand betweenS/o(hereinafter called the GUARANTOR on the one part) and the PRESIDENT OF INDIA (hereinafter called the Government on the other part)

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated and made between the GUARANTOR ON THE ONE PART AND the Government on the other part, whereby the contractor inter alia, undertook to render the work in the said contract structurally stable, leak proof and sound material, workmanship, anodizing, colouring, sealing etc.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable, leak proof and guaranteed against faulty material and workmanship, defective anodizing / Powder coat colouring and finishing for **five** years from the date of completion of work.

NOW THE GUARANTOR hereby guarantee that work executed by him will be free from any leakage, seepage, cracks in pipes and guaranteed against faulty material and workmanship, defective galvanizing for five years to be reckoned from the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer-In-Charge with regard to nature and cause of defect shall be final.

During this period of guarantee, the guarantor shall make good all defects and in case of any defect to satisfaction of Engineer-in-charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the guarantor's cost and risk. The decision of the Engineer-in-Charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all defects or commits breach there under, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and or cost incurred by the Government, the decision of the Engineer-in-charge will be final and binding on both the parties.

IN WITNESS WHEREOF these presents have been executed by the obligator
.....and.....byfor and on behalf
of the PRESIDENT OF INDIA on the day, month and year first above written.

SIGNED, sealed and delivered by OBLIGATOR in the presence of :-

1. 2.

SIGNED FOR AND ON BEHALF OF THE PRESIDENT OF INDIA BY..... in the
presence of :-

1. 2.

Chapter 7 Other Standard Forms

Form 1 : MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas(hereinafter called the “tenderer”)
has submitted their offer dated.....for the **Up- gradation (Civil & Aluminum Partition Work) of Water Quality lab for NABL Accreditation in Chenab Division, CWC, Bantalab ,Jammu”** (hereinafter called the “tender”) against the purchaser’s tender enquiry No.

KNOW ALL MEN by these presents that WE of
..... having our registered office at
..... are bound unto

(hereinafter called the “Purchaser)

in the sum..... for which payment will and truly
to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.
Sealed with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity: -
 - a) If the tenderer fails to furnish the Performance Guarantee for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Chapter 7 Other Standard Forms

FORM :2 MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE GURANTEE

To
The President of India

WHEREAS (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... dated to supply services against tender for "**Up- gradation (Civil & Aluminum Partition Work) of Water Quality lab for NABL Accreditation in Chenab Division, CWC, Bantalab ,Jammu**” (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
.....

Seal, name & address of the Bank and address of the Brank

Form 3 : TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

The Executive Engineer,
Chenab Division,
Central Water Commission,
Rajinder Nagar, Bantalab
Jammu-181123

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: CD/WQ /A-4/2019/3958-63

Dated 16/12/2019

Name of Tender / Work: - Up- gradation (Civil & Aluminum Partition Work) of Water Quality lab for NABL Accreditation in Chenab Division, CWC, Bantalab, Jammu”

Dear Sir,

1. I/ We have downloaded / obtained 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 entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations 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 / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure-II

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> or <https://etenders.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal **which is free of charge**.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register **their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage)** issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

Cost of Tender Document Rs. 500/- plus 18% GST= Rs. 590.00
(Tender No. CD/ WQ/A-4/2019/ Dated 16/12/2019)

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
CHENAB DIVISION, JAMMU

This Tender document contains 46 pages

Issued to :

Date of receipt of tender fee :

Date of issue :

Signature of the issuing
Authority :