



भारत सरकार

Government of India

जल शक्ति मंत्रालय

Ministry of Jal Shakti

जल संसाधन नदी विकास एवं गंगा संरक्षण विभाग

Dept. of Water Resources, RD & GR



केंद्रीय जल आयोग

Central Water Commission

**E-TENDER DOCUMENT  
FOR**

**"R&M Works of drain around left side of the boundary wall behind New Storeroom at NEID-III, CWC, Itanagar office & Colony Complex"**

**NIT No: NEID-III/NIT/2023-24/93-(2<sup>nd</sup> Call) Dated 16.03.2024**

**Certified that this tender document contains 34 Pages**

**Last date & time for uploading bid is 14:00 hours on 23.03.2024  
Opening date & time of bid is 16:00 hours on 25.03.2024**

**OFFICER INVITING THE TENDER**

**Executive Engineer, NEID-III, CWC  
Chimpu, Itanagar, Arunachal Pradesh - 791111**

विषय सूची  
**LIST OF CONTENTS**

<b>Sl.No.</b>	<b>Contents</b>	<b>Page No.</b>
<b>1.</b>	<b>NOTICE INVITING TENDER</b>	<b>3</b>
<b>2.</b>	<b>LIST OF ESSENTIAL DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID</b>	<b>5</b>
<b>3.</b>	<b>CPWD-6</b>	<b>6</b>
<b>4.</b>	<b>CPWD-7/ 8</b>	<b>11</b>
<b>5.</b>	<b>SCHEDULES</b>	<b>14</b>
<b>6.</b>	<b>CONDITIONS OF CONTRACT</b>	<b>16</b>
<b>7.</b>	<b>INSTRUCTIONS TO BIDDERS FOR e-TENDERING THROUGH CPP PORTAL</b>	<b>20</b>
<b>8.</b>	<b>SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS</b>	<b>23</b>
<b>9.</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>	<b>27</b>
<b>10.</b>	<b>STANDARD FORMS</b>	<b>30</b>
<b>11.</b>	<b>TENDER ACCEPTANCE</b>	<b>32</b>
<b>14.</b>	<b>SCHEDULE OF QUANTITY</b>	<b>33</b>
<b>15.</b>	<b>Top view and Cross-Section of CC Drain</b>	<b>34</b>

**GOVERNMENT OF INDIA**  
**CENTRAL WATER COMMISSION**  
**NORTH EASTERN INVESTIGATION DIVISION-III**  
**ITANAGAR, ARUNACHAL PRADESH**

**NIT No: NEID-III/NIT/2023-24/93-(2<sup>nd</sup> Call)**

**Dated 16.03.2024**

**ई-निविदा आमंत्रित करने का नोटिस /NOTICE INVITING e-TENDER**

For and on behalf of President of India, online Item rate bids are invited by the Executive Engineer, North Eastern Investigation Division-III, CWC, Itanagar from registered, reputed, well established and financially sound Firms/ Agency for the work mentioned below:

1.	कार्य का नाम /Name of Work	R&M Works of drain around left side of the boundary wall behind New Storeroom at NEID-III, CWC, Itanagar office & Colony Complex
2.	लगभग अनुमानित लागत/Estimated cost	₹ 2,96,229.00
3.	निविदा दस्तावेज की लागत/ Cost of Tender Document	₹ 0.00
4.	बयाना राशि/Earnest Money Deposit	₹ 6,000.00
5.	निष्पादन गारंटी /Performance Guarantee	10 % of Contract value
6.	Completion Period/ समापन अवधि	45 (Forty-Five) days.

**Schedule of e-Tender/ Critical Dates:**

1.	Officer Inviting Tender	Executive Engineer, North Eastern Investigation Division-III, CWC, Itanagar-791111. e-mail- <b>eeneid3-cwc@gov.in</b>
2.	Tender No.	NEID-III/NIT/2023-24/93-(2 <sup>nd</sup> Call)- date-16/03/2024
3.	Date of commencement of downloading of Tender Documents	16.03.2024 at 16:30 hrs
4.	Last Date & Time for online submission of Bids	23.03.2024 at 14:00 hrs
5.	Pre-Bid Meeting Date	-
6.	Date & Time of opening of Technical Bids	25.03.2024 at 16:00 hrs
7.	Date and Time of opening of Financial Bids	To be announced Later
8.	Venue of Technical and Financial Bids	North Eastern Investigation Division-III, CWC, Itanagar, Arunachal Pradesh-791111

अधिशसी अभियंता / Executive Engineer

**प्रतिलिपि**

1. Superintending Engineer (HO&IC), BBO, CWC, Guwahati.
2. Sub Divisional Engineer (HQ), NEID-III, CWC, Itanagar.
3. Assistant Accounts Officer, NEID-III, CWC, Itanagar.
4. Notice Board, NEID-III, CWC, Itanagar
5. Website <https://eprocure.gov.in/eprocure/app> and <https://cwc.gov.in>.

**List of essential documents to be submitted along with the bid**

<b>Sl. No.</b>	<b>Documents to be submitted along with bid</b>	<b>Reference of the documents</b>	<b>Remarks</b>
<b>1.</b>	Demand Draft or Banker`s Cheque of any Scheduled Bank towards the Cost of tender document. Demand Draft/Pay order or Banker`s Cheque /Deposit at Call Receipt/FDR/ Bank Guarantee of any Scheduled Bank against EMD.		
<b>2.</b>	Signed & scanned copy of valid Firm Registration Certificate with the appropriate authority.		
<b>3.</b>	Signed & scanned copy of Certificates of Work Experience as per requisite criteria in Tender Document.		
<b>4.</b>	Signed & scanned copy of PAN card		
<b>5.</b>	Certificate of Registration for Good and Services Taxes (GST) Registration		
<b>6.</b>	Signed & scanned copy of the IT return filed for the last (3) Three financial years		
<b>7.</b>	Signed & scanned copy of Acceptance letter on Firm`s Letter Head.		
<b>8.</b>	Signed & scanned copy of Tender document.		

## FOR E-TENDERING

Item rate bids are invited up to 14:00 hours on 23.03.2024 on behalf of President of India from registered, reputed, well established and financially sound contractors for  
**"R&M Works of drain around left side of the boundary wall behind New Storeroom at NEID-III, CWC, Itanagar office & Colony Complex"**

1. The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.
2. The work is estimated to cost ₹ 2,96,229.00. This estimate, however, is given merely as a rough guide.
3. The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids.
4. For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.
5. Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below: -
  - i. Three similar works/associated works each of value not less than ₹ 1,18,491.00 or two similar work each of value not less than ₹ 1,77,737.00 or one similar work of value not less than ₹ 2,36,983.00 in last 7 years ending previous day of last date of submission of bids.
  - ii. The firm should have a minimum average annual financial turnover of ₹ 1.5 Lakhs with positive net worth during the immediate last three consecutive financial years ending 31<sup>st</sup> March of previous financial year (FY 2022-23, FY 2021-22, FY 2020-21).
6. **Similar Works:** Construction of retaining wall, building etc or similar works in the past to Govt. Departments/PSUs.
7. To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under:  
***I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in CWC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (Scanned copy to be uploaded at the time of submission of bid before the last date & time of submission of bids)***
8. Criteria of eligibility for submission of bid documents.  
The contractors should have:
  - a. registered firm with the appropriate authority like IWT, Marine insurance, etc.;
  - b. PAN card
  - c. submitted IT returns for the last three financial years
  - d. Contractor should have registration for Taxes/ GST

9. Agreement shall be drawn with the successful bidders on prescribed Form No. **CPWD 7/8** (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website <https://eprocure.gov.in/eprocure/app> and <https://cwc.gov.in>. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
10. The time allowed for carrying out the work will be 45 (Forty-Five) days approx. from the date of start as defined in Schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
11. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with another necessary documents except Standard General Conditions of Contract Form can be seen on website <https://eprocure.gov.in/eprocure/app> and <https://cwc.gov.in>.
12. The tenderer uploading the tender shall upload the scanned copy of A/C payee Demand Draft (non - refundable) drawn on any scheduled bank in favour of the Executive Engineer, NEID-III, CWC, Itanagar payable at Itanagar for ₹ 0.00 (Rupees Zero only) towards the cost of tender document at the time of submission.
13. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
14. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
15. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
16. Bids will be received in single stage with two covers; one containing technical bid and the other containing financial bid will be received online by the Executive Engineer, NEID-III, CWC, Itanagar (hereinafter called Purchaser) **up to 1400 Hrs on 23.03.2024** and bids will be opened online by the Purchaser or his authorized representative **on 25.03.2024 at 1600 Hrs** for preliminary inspection of requisite documents of each bid. However detailed technical examination shall be carried out subsequently. Only those tenders, which are successful in technical evaluation, shall be considered further for financial evaluation.
17. Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of Executive Engineer, NEID-III, CWC, Itanagar) shall be scanned and uploaded to the e-Tendering website within the period of bid submission.
18. Those agencies registered as MSME unit with NSIC etc. under its single point registration scheme will be granted various facilities as per the prevailing provisions of the ministry of MSME.”
19. A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or ₹ 20 lakhs, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank

Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

20. The physical EMD of the scanned copy of EMD uploaded shall be deposited by the lowest bidder within a week after opening of bids failing which the bid shall be rejected and enlistment of the agency shall be withdrawn by the enlisting authority. The agency shall be debarred from tendering in CWC.
21. The following undertaking in this regard shall also be uploaded by the intending bidders:  
“The Physical EMD shall be deposited by me/us with the EE calling the bid in case I/we become the lowest bidder within a week of the opening of bids otherwise department may reject the bid and also take action to withdraw my/our enlistment/debar me/us from tendering in CWC.”
22. Interested contractor who wish to participate in the bid has also to make following payments within the period of bid submission.
23. Copy of Enlistment Order and certificate of work experience and other documents as specified in the Tender Document shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as in Tender Document shall have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of tender opening authority.
24. The bid submitted shall be opened at **16.00 hours on 25.03.2024**.
25. The bid submitted shall become invalid if:
  - i. The bidder is found ineligible.
  - ii. The bidder does not upload all the documents (including registration, GST registration) as stipulated at clause 15 of scope of work and general instructions for tenderers including the undertaking about deposition of physical EMD of the scanned copy of EMD uploaded.
  - iii. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
  - iv. The lowest bidder does not deposit physical EMD within a week of opening of bid.
26. The contractor whose bid is accepted will be required to furnish **performance guarantee of 10% (Ten Percent)** of the bid amount (tendered amount by L-1 bidder) within the period specified in Schedule 'F'. This guarantee shall be in the form of cash (in case guarantee amount is less than ₹ 10000.00) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than ₹ 1,00,000.00) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.



27. The description of the work is as follows:

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

28. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without assigning any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
29. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
30. The competent authority on behalf of President of India reserves to herself/himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
31. The contractor shall not be permitted to bid for works in the CWC Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Water Commission, Department or in the Ministry of Jal Shakti.
32. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
33. The bid for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of bids in case of single bid system. If any bidders withdraw 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, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.

34. This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall commence the work within 10 days from the stipulated date of start of the work, sign the contract consisting of: -
- a. The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
  - b. Standard C.P.W.D. Form 8 or other Standard C.P.W.D. Form as applicable.

**-Sd-**

अधिशसी अभियंता / Executive Engineer  
उत्तर-पूर्वी अन्वेषण मंडल -३ / NEID-III  
केंद्रीय जल आयोग/ Central Water Commission  
ईटानगर - Itanagar

CPWD7/8

**GOVERNMENT OF INDIA  
CENTRAL PUBLIC WORKS DEPARTMENT**

(A) Tender for the work of: - "R&M Works of drain around left side of the boundary wall behind New Storeroom at NEID-III, CWC, Itanagar office & Colony Complex"

- i. **To be uploaded by** 16:00 hours on 16.03.2024 at <https://eprocure.gov.in/eprocure/app>.
- ii. To be opened in presence of tenderers who may be present 25.03.2024 at 16.00 hours in the office of Executive Engineer, NEID-III, CWC, Itanagar 791111.

Issued to: .....\*

Signature of officer issuing the documents .....\*

Designation .....\*

Date of Issue: .....\*

\* Note Applicable for e-tendering

**TENDER**

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

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and

Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for ~~thirty/Sixty/ sixty/ ninety (30/60/60/90)~~ days from the due date of its opening in case of single bid system/ ~~Ninety(90) days from the date of opening of technical bid in case tenders are invited on 2 bid/envelop system/ One hundred twenty(120) days from the date of opening of technical bid in case bids are invited on 3 bid/envelop system for specialised work (strike out as the case may be)~~ and not to make any modification in its terms and conditions.

A sum of ₹. ....

is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money.

A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded **(strike out as the case may be)**. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in suitable clause of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work. I/We undertake and confirm that eligible similar work (s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in CWC in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:  
Witness:

Signature of Contractor  
Postal Address

Address:

Occupation:

## **A C C E P T A N C E**

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

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

- (a)
- (b)
- (c)

For & on behalf of the President of India

Signature:

Designation:

Dated:

### SCHEDULES

**SCHEDULE 'A'** - Schedule of quantities (As per BOQ)

**SCHEDULE 'B'** - Not applicable

**SCHEDULE 'C'** - Not applicable

**SCHEDULE 'D'** - Additional Conditions of Contract.

**SCHEDULE 'E'** - Reference to General Conditions of Contract as applicable for Tenders invited under CPWD Form 7/8.

**Name of work:** - “R&M Works of drain around left side of the boundary wall behind New Storeroom at NEID-III, CWC, Itanagar office & Colony Complex”.

i.	Estimated Cost of work	<b>₹ 2,96,229.00</b>
ii.	Earnest money	<b>₹ 6,000.00</b>
iii.	Performance guarantee	<b>10 % of contract value (to be submitted before commencement of work)</b>

### SCHEDULE 'F'

	<b>General Rules &amp; Directions:</b>	
	Officer inviting tender	Executive Engineer, North Eastern Investigation Division-III, CWC, Itanagar
	<b>Definitions:</b>	Additional definitions as per conditions of contract clause 1
2(v)	Engineer-in-Charge	Executive Engineer, North Eastern Investigation Division-III, CWC, Itanagar
2(viii)	Accepting Authority:	Executive Engineer, NEID-III, CWC, Itanagar as per applicable delegation of financial powers
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	Not Applicable
2(xi)	Standard Schedule of Rates	APSOR 2021.
2(xii)	Department:	Central Water Commission
9(ii)	Standard CPWD Contract Form	CPWD Form-8 as amended from time to time
	<b>Clause – 1</b>	
i	Time allowed for submission of Performance Guarantee from date of issue of letter of acceptance	7 Days
ii	Maximum allowable extension beyond the period (provided in i) above.	7 Days

**Tender Document for Work “R&M Works of drain around left side of the boundary wall behind New Storeroom at NEID-III, CWC, Itanagar office & Colony Complex”**

	<b>Clause – 2</b>	
	Authority for fixing Compensation under clause 2	Executive Engineer, NEID-III, CWC, Itanagar or his successor thereof
	<b>Clause – 2 A</b>	
	Whether Clause 2 A is applicable	No
	<b>Clause – 5</b>	
	Number of days from date of issue of letter of acceptance for reckoning date of start	7 Days
	<b>Milestones</b>	None
	Time allowed for execution and completion of work in all respect.	45 ( <b>Forty Five</b> ) days approx.
	<b>Clause – 6 &amp; 6A</b>	As per clause of CPWD General Conditions of Contract
	<b>Clause – 7</b> Payment on intermediate certificate	As per clause of CPWD General Conditions of Contract
	<b>Clause – 10 A</b>	Not applicable
	<b>Clause – 10 B (ii)</b>	Not applicable
	<b>Clause – 10 C (a)</b>	Not applicable
	<b>Clause – 10 C (c)</b>	Not applicable
	<b>Clause – 11</b> Specifications to be followed for execution of work	As per Specifications of CPWD
	<b>Clause – 12</b>	As per clause of CPWD General Conditions of Contract
	<b>Clause – 16</b>	As per clause of CPWD General Conditions of Contract
	<b>Clause – 18</b>	As per clause of CPWD General Conditions of Contract
	<b>Clause – 42</b>	As per clause of CPWD General Conditions of Contract

## **CONDITIONS OF CONTRACT**

### **Definitions:**

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings, Scope of work and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
  - i. The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, Services, Scope of work etc be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - ii. The Site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
  - iii. The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
  - iv. The President means the President of India and her/his successors.
  - v. The Engineer-in-charge means the Engineer/Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the President of India as mentioned in Schedule 'F' hereunder.
  - vi. Government or Government of India shall mean the President of India.
  - vii. Accepting Authority shall mean the authority mentioned in Schedule 'F'.
  - viii. Accepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority



or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

- ix. Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
  - x. Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.
  - xi. Department means CWC or any department of Government of India which invites tenders on behalf of President of India as specified in Schedule 'F'.
  - xii. District Specifications means the specifications followed by the State Government in the area where the work is to be executed.
  - xiii. Tendered value means the value of the entire work as stipulated in the letter of award.
  - xiv. Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.
- 3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
  - 4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
  - 5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings, Scope of work as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
  - 6. The work, services to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works/services. The descriptions given in the Schedule of Quantities (Schedule- A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works/services and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works/services.
8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings, scope of work being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
  - 8.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:
    - i. Description of Schedule of Quantities.
    - ii. Particular Specification and Special Condition, if any.
    - iii. Drawings, Scope of work.
    - iv. CPWD Specifications.
    - v. CPWD Works manual 2022
    - vi. CPWD Standard Operating Procedure for CPWD Works manual 2022
    - vii. CPWD GCC 2020 Construction Works
    - viii. Indian Standard Specifications of B.I.S.
  - 8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
  - 8.3 Any error in description, scope of work, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to scope of work, drawings and specifications or from any of his obligations under the contract.
9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 10 days from the stipulated date of start of the work, sign the contract consisting of:
  - (i) The notice inviting tender, all the documents including scope of work, drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - (ii) Standard C.P.W.D. Form as mentioned in Schedule 'F' consisting of:
    - a. Various standard clauses with corrections up to the date stipulated in

Schedule 'F' along with annexure thereto.

- b. C.P.W.D. Safety Code.
- c. Model Rules for the protection of health, sanitary arrangements for workers employed by CWC or its contractors.
- d. CPWD Contractor's and or CLC Labour Regulations.
- e. List of Acts and omissions for which fines can be imposed.

(iii) No payment for the work done will be made unless contract is signed by the contractor.

10. Before submitting the tender, it is presumed that the tenderer has understood the exact requirement of the Purchaser and visited sites to understand the facilities and accessibility. In case of any discrepancy or ambiguity observed by the tenderer in the scope of work and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing well in time by the tenderer and in turn get that clarified from the Purchaser in writing. In case of no such clarification required by the tenderer, it will be construed that all the requirements of the Purchaser are understood by the tenderer. No communications will be entertained in this regard at any stage after the opening of Tenders.
11. 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.
12. The tenderer must quote the rates keeping in mind all the terms and conditions mentioned in this document.
13. The valid means of communications for this tender shall be in writing, through e-mail and fax followed by confirmation by post.
14. No deviation in the payment terms mentioned above is permissible in the tender. If a tenderer does not explicitly agree with the payment terms mentioned above, the tender shall be rejected for non-responsiveness.
15. The words 'bid' and 'bidding' has been used interchangeably with the word 'tender' and 'tendering' respectively.
16. The words 'Tenderer' and 'Agency' has been used interchangeably.
17. The Agency shall have permission to operate and work in *Assam* by relevant government agencies.
18. The Execution Period is the period during which the Contractor is liable to carry out work without any additional cost to the Purchaser

## **INSTRUCTIONS TO BIDDERS FOR E - TENDERING THROUGH CPP PORTAL**

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>.

### **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 Enrolment” 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 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 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.

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

### **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.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) 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.
- 10) 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.

### **SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS**

1. The Executive Engineer, Northern Eastern Division-III, Central Water Commission, Itanagar-791113, Arunachal Pradesh invites the tenders from registered, reputed, well established and financially sound contractors for "***R&M Works of drain around left side of the boundary wall behind New Storeroom at NEID-III, CWC, Itanagar office & Colony Complex***"
2. The period of completion of work is 45 days approx. after signing of contract document.
3. Details of works are provided in the Schedule of quantities. Sl. No. 1 of schedule of quantities consists of wages of manpower (Supervisor, Semi-Skilled Labors), Operational cost of Instrument/equipment charges (Total station, Leveling staff, Ranging rod etc.), and Transportation of staffs/officials, as per requirement in survey works (execution, inspection and physical verification).
4. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
5. **The work constitutes construction of a CC wall with cross-section given at page 34.**
6. During the execution JE/SDE/EE may also accompany for inspection. Necessary arrangements of transportation for such visits shall be made by the bidder.
7. Information and Instruction for bidders posted on website shall form part of bid document.
8. Tender Documents may be downloaded from CWC web site <https://cwc.gov.in> (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> or can be issued from the office of Executive Engineer, North Eastern Investigation Division-III, Central Water Commission, Itanagar as per the schedule given in Critical dates.
9. Bidder who has downloaded the tender shall not temper/ modify the tender form including downloaded price bid template at any manner. In case the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited.
10. Those contractors not registered on the website mentioned above, are required to get registered beforehand. Contractors are advised to follow the 'INSTRUCTIONS TO BIDDERS FOR e-TENDERING THROUGH CPP PORTAL' which is available with the tender document.
11. Bid shall be submitted Online only at CPPP website <https://eprocure.gov.in/eprocure/app>. Bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards Cost of EMD in favour of Executive Engineer, NEID-III, CWC, Itanagar and other documents as specified.
12. Intending bidders are advised to check CPP Portal/ CWC website for any Corrigendum/ Amendment.

13. The hard copy of Cost of Tender Document and Earnest Money Deposit shall be placed in separate sealed envelopes respectively. Both the envelopes shall be submitted together in another envelope with the name of the work super scribing the envelope in the O/O Executive Engineer, North Eastern Investigation Division-III, Central Water Commission, Itanagar as per the schedule given in Critical date.
14. The intending bidder must have valid class-III digital signature to submit the bid.
15. On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheet.
16. Contractor can upload documents in the form of PDF/ JPG format.
17. Contractor must ensure to quote rate of each item. If any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
18. The contractor whose bid is accepted will be required to furnish performance guarantee of 10% (Ten Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than ₹ 10,000.00) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than ₹ 1,00,000.00) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. The performance guarantee should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the tenderer.
19. The proceeds of the performance guarantee shall be payable to the CWC as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
20. The Performance guarantee deposit of the contractor shall be refunded after successful completion of the contract period provided there are no recoveries to be made arising out of poor performance and poor quality of work, incomplete work and / or violation of any terms and conditions of the contract as stipulated in the bid document. Refund of PG is subject to full and final settlement of the final payment for the work contracted / executed under the contract. No interest will be paid to the contractor on the PG.
21. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
22. The competent authority, i.e., Executive Engineer, North Eastern Investigation Division-III, Central Water Commission, Itanagar-791111, reserves the right to reject any or all bids without assigning any reason.
23. The bidder shall be responsible for safety, security and insurance including life insurance of their personnel who are deputed. The bidder shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified CWC against effect of non-observance of any such laws. The Contractor shall be liable to make payment to all its employees, workers and sub-Contractors and make compliance with labour laws.



24. Prices quoted by the tenderer shall be fixed during the tenderer’s performance of the Contract and not subject to variation on any account. The prices should be given as per the format given in price schedule/BOQ.

25. 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:

- i. If, in the price structure quoted for the required 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.
- ii. 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
- iii. 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.

26. Settlement of disputes-The settlement of all the disputes of any kind arising out of this contract shall be first through a Mediator engaged with mutual consent and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996. Any disputes arising out of this contract shall be resolved through a process of Arbitration as per Arbitration & Conciliation Act 1996(as amended from time to time). The place of Arbitration shall be **Guwahati**.

27. Payment Schedule:

The method and conditions of payment to be made to the Contractor under this Contract shall be as follows:

Sl.	Deliverable	Payment
1.	After successful completion of work in all respects as per Scope of work.	100%

28. The Income tax and GST will be deducted as per extant rule of GOI. The contractor shall be responsible for payment of all taxes and levies as per prevailing Govt. rules. A declaration in this regard is required to be submitted by the Contractor before release of payment

29. Contractor’s responsibilities and Obligations

- i. The Contractor will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force and will be liable to indemnify the Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Contractor’s negligence. The Contractor will pay all indemnities arising from such incidents and will not hold the Purchaser responsible in any manner.
- ii. The Contractor is responsible to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art

methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.

- iii. The Contractor is obliged to work closely with the Purchaser and abide by directives that are consistent with the terms of the Contract.

**30. Purchaser’s responsibilities**

The Purchaser will ensure accuracy of all information.

The Purchaser will ensure the availability of sites for the work.

This office shall not be liable for any financial or any other loss occurring to bidder due to cancellation of tendering process at any stage by this office.

- 31. Completion of Work in all respect: 45 days w.e.f. date of signing of contract agreement.**  
Extension can be considered by the competent authority i.e., tender accepting authority on the basis of valid and practical reasons.

**List of Documents to be scanned and uploaded within the period of bid submission:**

- a) Demand Draft or Banker`s Cheque of any Scheduled Bank towards the Cost of tender document. Demand Draft/Pay order or Banker`s Cheque /Deposit at Call Receipt/FDR/ Bank Guarantee of any Scheduled Bank against EMD.
- b) Signed & scanned copy of valid Registration Certificate with the appropriate authority.
- c) Signed & scanned copy of Certificates of Work Experience as per requisite criteria as per Tender Document.
- d) Signed & scanned copy of the Certificate of Registration for Good and Services Taxes (GST) Registration.
- e) Signed & scanned copy of PAN card of firm or owner.
- f) Signed & scanned copy of the IT return filed for the last three financial years.
- g) Signed and Scanned Copy/Self Declaration/ Undertaking as mentioned in Sl. No 1 of CPWD-6 FOR E-TENDERING of this tender documents.
- h) Signed & scanned copy of Acceptance letter on Firm’s Letter Head.
- i) Signed & scanned copy of Tender document.
- j) Signed & scanned copy of any other documents mentioned in tender/ desired to submit.

-Sd-  
अधिशाली अभियंता/ Executive Engineer  
उत्तर-पूर्वी अन्वेषण मंडल -3/NEID-III  
केंद्रीय जल आयोग/ Central Water Commission  
ईटानगर, Itanagar

### **Special Conditions of Contract**

1. All services shall be performed by qualified and appropriate resource.
2. The persons deployed by the Agency for the services shall not have any Police record(s)/criminal case(s) against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Before deployment, the character and antecedents of persons shall be verified by the Service Provider through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect shall be submitted to this office. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.
3. That the persons engaged shall not be below the age as specified in labour laws.
4. This office may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ her/ their misconduct and the service provider shall forthwith comply with such requirements.
5. The Service provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this office.
6. The service provider has to provide Photo Identity Cards positively on commencement of the services to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss must be reported immediately.
7. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall not be the responsibility of this office.
8. The service provider shall be contactable at all times and messages sent by phone /e-mail/fax/ special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the office in fulfillment of the contract from time to time.
9. This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
10. Escalation clause will not be accepted on any grounds during the period the contract is in force.
11. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
12. Loss of Property-The Contractor shall indemnify and hold harmless the Purchaser and its employees from any losses, liabilities and costs resulting from the death, personal injury or loss to damage to the property, loss to the system arising due to the performance of contract.

Any change in minimum wages as per the Government of India's order will be incorporated from time to time. All other charges based on basic minimum wage shall be revised in case of any changes in basic minimum wages.

**13. Termination of Contract**

For Purchaser's convenience-

The Purchaser can terminate the contract at any time by giving a notice of 07 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.

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.

If the Contractor neglects its obligations under this contract.

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.

Termination by Contractor-

The Contractor can terminate the contract with 07 days prior notice only in case:

The Contractor is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.

On every termination- The Contractor shall cease further work. 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.

**14. Liquidated Damages-**

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.

The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency.

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.

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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

#### 15. Penalties

Penalties will be imposed on the agency if not fulfilling the deliverables.

if the Contractor fails to Performance the work within the period(s) specified in the Contract, the purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified of the unperformed Services for each week or part thereof delay until actual delivery or performance, up to a maximum deduction of the percentage specified .Once the maximum is reached, the purchaser may consider termination of the Contract pursuant to Clause 13. The applicable rate is 1.5% per month and the Maximum deduction is 10% of the contract price.

16. Notices-Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speed post, personal or courier deliveries. 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.
17. Disputes-The decision of the Purchaser shall be final regarding the quality of services provided by the manpower 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).
18. 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.
19. Any disputes arising out of this contract shall be resolved through a process of Arbitration as per Arbitration & Conciliation Act 1996(as amended from time to time). The place of Arbitration shall be **Guwahati**.

### **STANDARD FORMS**

#### **MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD**

Whereas .....

(Hereinafter called the "tenderer")

has submitted their offer dated..... for the supply of .....

(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 of ..... 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 of .....20.....

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

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

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 "office furniture" (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 Branch

TENDER ACCEPTANCE LETTER  
(To be given on Company's Letter Head)

Date:

To,

The Executive Engineer,  
North Eastern Investigation Division-III,  
Central Water Commission,  
Near VKV School, Chimpur,  
Itanagar, Arunachal Pradesh-791113

**Sub:** Acceptance of Terms & Conditions of Tender-reg.

**Tender Reference No:** NEID-III/NIT/2023-24/93-(2nd Call) Dated 16.03.2024

**Name of Tender: - R&M Works of drain around left side of the boundary wall behind New Storeroom at NEID-III, CWC, Itanagar office & Colony Complex.**

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/ organisation 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 our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation 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 suspension from being eligible for bidding in any contract with the Purchaser for the period of time of five years.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Signature of the Tenderer  
With full address & Contractor



**SCHEDULE OF QUANTITIES AS PER BOQ**

**Name of the work: “R&M Works of drain around left side of the boundary wall behind New Storeroom at NEID-III, CWC, Itanagar office & Colony Complex”.**

Sl.	Particulars of item	Qty	Unit
1	Excavation in ordinary rock by manual means (Excavation in ordinary rock using manual means including loading in a truck and carrying of excavated material to embankment site with in all lifts and leads upto 1000 metres)	53.83	Cum.
2	Providing and laying cement concrete 1 : 2 : 4 (1 cement : 2 coarse sand : 4 graded stone aggregate 40 mm nominal size) excluding the cost of centring and shuttering in :	11.85	Cum.
3	Providing and laying cement concrete 1 : 1.5 : 3 (1 cement : 1.50 coarse sand : 3 stone aggregate 20 mm nominal size) excluding the cost of centring and shuttering in :	14.76	Cum.
4	Centring and shuttering including strutting, propping etc and removal of form work for a)Foundation, footings, bases of columns etc. and mass concrete	98.10	Sqm.
5	20 mm cement plaster 1 : 4 (1 cement : 4 fine sand).	120.95	Sqm.
6	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	8.64	Cum.
	<b>Total Amount (Including GST) with words and figures</b>		

**Note: Financial Bid should be uploaded on CPP Portal in form of BOQ only. No hard copy shall be accepted for whatsoever reasons.**

### Top view and Cross-Section of CC Drain

