

भारत सरकार
जल संसाधन, नदी विकास
और गंगा संरक्षण मंत्रालय
केन्द्रीय जल आयोग
जल विज्ञान मंडल



GOVERNMENT OF INDIA
Ministry of Water Resources,
River Development & Ganga Rejuvenation
CENTRAL WATER COMMISSION
Hydrology Division

NEERVALAM
No. R-81, TNHB Colony,
West Velachery, Chennai-600042.
Phone: 044-29530653
email: ee.chn-cwc@nic.in

Tender No. 6/HD/HQS/NIT/2019/1236-37

Date: 30/05/2019

NOTICE INVITING TENDER

CPWD-6

On behalf of the President of India, EXECUTIVE ENGINEER, HYDROLOGY DIVISION, CENTRAL WATER COMMISSION, "NEERVALAM", PLOT NO.81, TNHB COLONY, NEAR TELEPHONE EXCHANGE, WEST VELACHERY, CHENNAI - 600 042 invites **sealed and super scribed item rate tenders** for the following work from eligible registered firms.

Name of the work	:	Construction of Parking Shelter to accommodate two and four Wheelers at Neervalam complex, CWC, Chennai
Period of Completion	:	30 days
Estimated cost	:	Rs. 2,15,000/-
Earnest Money Deposit	:	Rs. 4300/-
Tender Fee	:	Rs. 500/-


1. The Eligibility Criteria for technical bid is as follows:

- The bidder should have registered as a contractor / firm with Central or State Government.
- The bidder should have minimum of three years experience in the field of civil works.
- The bidder should provide proof preferably from Govt departments of having satisfactorily completed similar works during the last three financial years. Similar works here refer to civil works completed by the bidder equivalent to at least 80% of the above estimated cost.
- The bidder should have valid GST and PAN number. Income tax statement for the last two financial years.
- Bidders producing valid MSME/NSIC certificate are exempted from paying EMD and Tender Fee.

The firm should enclose all documentary proof / evidence (limited to two evidences) to substantiate the eligibility criteria as given above along with the tender.

- The Notice Inviting Tender can be downloaded from **www.cwc.gov.in** or **www.eprocure.gov.in**.
- The bidder has to submit following documents in hard copy in a sealed envelope before last date and time of submission of bids i.e on 07/06/2019 @ 11.00 hrs, otherwise the bid will not be considered for opening:
 - Demand Draft towards tender fee in original in sealed envelope.
 - Demand Draft towards Earnest Money Deposit (EMD) in original in sealed envelope.

4. Tenders will be received up to 07/06/2019 @ 11.00 hrs by the Executive Engineer, Hydrology Division, Central Water Commission, R-81, TNHB colony, West Velachery, Chennai – 600042. **The tenders will be opened by the Executive Engineer or his authorized representative on 07/06/2019 at 12.00 hrs. Interested agencies may participate in the tender opening event.**
5. The competent authority on behalf of the President of India does not bind himself to accept the lowest or any other tender, and reserves his right to reject any or all of the tenders received without assigning any reason thereof. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
6. In case of a partnership/consortium, the agreement signed between various partners will be submitted with the bid clearly identifying the parts and components of the system for which the concerned partner is responsible for execution. However, each of the partners of the consortium will be jointly responsible for execution and completion of the works.
7. One of the partners of the firm will be identified in the agreement as a lead partner and will be authorized to execute the contract with the department. All financial transactions and liabilities shall rest with the lead partner.
8. The bid shall include all the relevant documents supporting the technical competence of the offers and shall indicate by proper cross referencing with such supporting documents. Any additional information requested by the department during the course of evaluation of the technical bid shall be supplied within the time limits set by the department.
9. All tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
10. The tender shall be valid for a period of 60 days from opening date of the bid.
11. 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 not and no extra payment / compensation consequent upon any misunderstanding / mis-happening or otherwise shall be allowed.
12. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
13. All tenders in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.


(र. गिरिधर)/(R.GIRIDHAR)

अधिशायी अभिसंता/Executive Engineer
V. Vijayakumar
(ADP) 30.05.2019

प्रतिलिपी/Copy to:

1. The Superintending Engineer, C&SRC, CWC, Bengaluru for kind information please.

TERMS AND CONDITIONS OF THE CONTRACT

Introduction:

Central Water Commission is a premier Technical Organization of India in the field of Water Resources and is presently functioning as an attached office of the Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India. The Commission is entrusted with the general responsibilities of initiating, coordinating and furthering in consultation of the State Governments concerned, schemes for control, conservation and utilization of water resources throughout the country, for purpose of Flood Control, Irrigation, Navigation, Drinking Water Supply and Water Power Development. Cauvery and Southern Rivers Organization, Coimbatore under CWC is mainly associated with collection, compilation of Hydrological & Meteorological data at various locations of the rivers flowing through the States of Kerala, Tamil Nadu, Puducherry, Parts of Karnataka & Parts of Andhra Pradesh. The data collected by the organization is extensively used for the water resources development, planning, management, research etc. The work proposed is for constructing a parking shelter to accommodate two and four wheelers at Neervalam Complex, CWC, Chennai.

1. One Bid per Bidder:

Each bidder shall submit only one bid either by himself or as a partner in a joint venture. Bidder who submits or participates in more than one bid will be disqualified. **Bidder's signature is mandatory in each page of the tender document.**

2. Signing the tender:

In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952(documents to be enclosed).

Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

3. Contents of bidding documents: The set of bidding document comprises the documents listed below

- a) Notice Inviting Tender
- b) EMD & Tender Fee
- c) Terms and Conditions of the contract
- d) Contract/Agreement form – CPWD 8
- e) Schedule of work
- f) Security Deposit

4. Amendment of Bidding Document:

At any time prior to the deadline for submission of bids, the department may amend bidding documents by issuing addendum. Any addendum thus issued, shall be part of the bidding document and shall be communicated in writing to all bidders of the bidding document. To give perspective bidders, reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

5. Language of the Bid:

All documents relating to the bid shall be in the English language or Regional language.

6. Earnest Money Deposit:

The bidder shall furnish as part of its bid an EMD of Rs. **4300/- (Rupees Four thousand and three hundred only)** in the form of DD from any scheduled bank. The EMD may be forfeited in the following cases:

- i) If a bidder withdraws his bid during the period of bid validity specified in the terms and condition of the contract.
- ii) If a bidder does not accept the correction of errors, (i.e. If there is a discrepancy between unit cost and total cost then unit cost will prevail. If there is a difference between words and figures the amount in words will prevail.
- iii) If a successful bidder fails to sign the contract or fails to submit the performance guarantee within the stipulated time given in the terms and conditions of the contract.

7. Security Deposit:

After the successful completion of the work by the firm / contractor, 5% of bill value (Form 24) as Security Deposit will be deducted. **The security deposit will be held by the department for a period of 06 months.** The security deposit will be returned to the agency only after satisfactory performance / behaviour of the structure / installations erected. The withheld period may also be extended if the department intends to do so.

8. Bid Prices:

- a) The bid shall be for the full quantity as described in the schedule of work, corrections, if any, shall be made by crossing out, initialling, dating and re writing.
- b) Rates quoted shall be inclusive of all charges like material, transportation, labour, taxes and other levies and incidental expenses, if any.
- c) The rate quoted by the tenderers shall remain fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) No additional charges will be paid over and above the quoted rates of the Agency and the department shall also not pay any extra amount on any account.
- e) Deviation in quantities of agreed items will be arrived as per relevant CPWD manual.

- f) If there is any discrepancy between unit rate and total amount, the unit rate will prevail.
- g) The rates shall be quoted in Indian Rupee only.
- h) If two or more agencies have quoted the same rates, then lot system as per CPWD manual 2014 will be followed for further process and award of contract.**

9. Bid Validity:

Bid shall remain valid for the period of 60 days from the date of technical bid opening. In exceptional circumstances prior of the original bid validity period, the Executive Engineer may request the bidders to extend the period of validity in a specified additional period. The request and the responses thereto shall be made in writing only.

10. Corrupt and fraudulent practices:

It is expected that Bidders under this contract observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Executive Engineer.

(a) Defines for purpose of these provisions, the terms set forth below as follows:-

- (i) 'Corrupt practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the contract execution, and
- (ii) 'Fraudulent practice' means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive the Executive Engineer of the benefits of free and open competition.

(b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for contract in question.

11. Clarification of Bidding Documents:

To assist in the examination, evaluation and comparison of bids, the department may at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought or offered or permitted except as required to confirm the correction of arithmetic errors discovered by the department in the evaluation of the bids.

12. Examination of Bids and Determination of Responsiveness:

A substantially responsive bid is one that confirms to all the terms and conditions of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the work and which limits in any substantial way inconsistent with the bidding documents, the Executive Engineer's rights or the bidder's obligations under the contract, or whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. If a bid is not substantially

responsive, it will be rejected by the Executive Engineer and may not subsequently be made responsive by correction or withdrawal and the non-confirming deviations or reservations.

13. Award criteria:

The Executive Engineer shall award the contract to the Bidder whose Bid has been found to be substantially responsive and who has offered the lowest evaluated Bid Price.

14. Notification of Award:

The bidder whose bid has been accepted will be notified of the award by the Executive Engineer prior to expiration of the Bid validity period. This letter of acceptance will state the sum that the Executive Engineer will pay the contractor in consideration of the execution of the works by the contractor.

15. Dispute Resolution Mechanism:

Any disputes arising on the contract will be referred to SE, C&SRC, CWC, Bengaluru and the decision of SE, C&SRC, CWC, Bengaluru will be final and binding to the bidder.

16. Signing of Contract:

The successful bidder, on acceptance of his bid by the Accepting Authority shall, within 15 days from the stipulated date of start of the work, sign and execute the Contract in the contract/agreement form along with performance guarantee.

19. The facilities and input to be provided by the department:

Water for the construction activity will be provided by the department.

20. Payment Terms:

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 Director-II as designated by the competent authority.

21. Labour Laws to be complied:

The contractor shall strictly comply with the provisions of all latest amended central and state labour laws from time to time. Safety of the labour during the execution is to be ensured by the contractor. Any accident or untoward incident has to be taken care by the contractor.

22. 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.

23. Contract Period:

The work is to be completed within 30 days from the 15th day of signing of the contract. No extension of time will be allowed except for the reason of natural calamity.

24. Other terms and conditions:

- i) The Department will not be responsible for any injury sustained to the man power during the performance of their duties. Any expenditure incurred by the department to face the situation arising out of act of workers will be made good by the agency. If any incident / accident occurred during the duty period, the department will not be held responsible for the same. It is the responsibility of the agency to provide sufficient insurance coverage / compensation as per the latest act in force.
- ii) The Agency shall work under the control of the Executive Engineer, Hydrology Division or his authorized representative.
- iii) The Chief Engineer, C&SRO, CWC, Coimbatore may consider relaxation of any of the terms and condition of the contract if required.
- iv) The security deposit will be forfeited in case termination of the contract by the Department due to lapse on the part of contractor/Agency.
- v) The debris / rubbish generated during the work shall be cleared from the premises and disposed by the agency at their own cost immediately after the completion of entire work.

25. Liquidated Damages:

Liquidated Damages shall be levied upon the agency as determined by the Superintending Engineer not exceeding 5% of contract value failing to attend the contract as per conditions and in the event of any damage / loss to the property or asset of the department.

26. Materials to be used for the work:

- Materials and components shall be handled in such a manner as to avoid any damage or contamination, and in accordance with all applicable recommendations of the manufacturer.
- The quality of sheet material will be decided by the Engineer-in-charge after verifying samples.
- Bricks conforming to IS 2222 class 12.5 shall be regular and uniform in shape, colour and size.
- Ordinary Portland Cement of factory made of Grade 53 from reputed manufacturer stored in dry condition.
- Mortar shall be mixed only as and when required in the proportion of 1 part cement to 6 parts coarse sand with fresh, clean and clear water and used within 20 minutes of mixing.
- Steel shall confirm to hot finish welded type and comply to IS specifications. Damages that may occur to the existing cement asbestos shelter due to jointing, cutting, bending etc shall be carefully handled.
- The contractor shall take full responsibility for adequacy, suitability and safety of all the works and to avoid damages to adjacent buildings, roads and service / utility lines.
- Care should be taken while dismantling kerb stones, paver blocks and any other fixtures.

अधिशाली अभियंता/Executive Engineer

V. Vijayashree / 30/05/2019
(AD-III)

SCHEDULES

SCHEDULE 'A'	:	Applicable (enclosed)
SCHEDULE 'B'	:	Not Applicable
SCHEDULE 'C'	:	Not Applicable
SCHEDULE 'D'	:	Not Applicable
SCHEDULE 'E'	:	Applicable
SCHEDULE 'F'	:	Applicable

SCHEDULE 'E' : Reference to general conditions of the work

Name of the work	:	Constructing parking shelter to accommodate two and Four wheeler at Neervalam complex, CWC, Chennai
Estimated Cost	:	Rs. 2,15,000/-
EMD @ 2%	:	Rs. 4300/-
Security Deposit	:	5% of final bill value

SCHEDULE 'F'

Office Inviting Tender	:	Executive Engineer, Hydrology Division, Central Water Commission, Plot No R-81, TNHB colony, West Velachery, Chennai – 600042.
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Definitions:

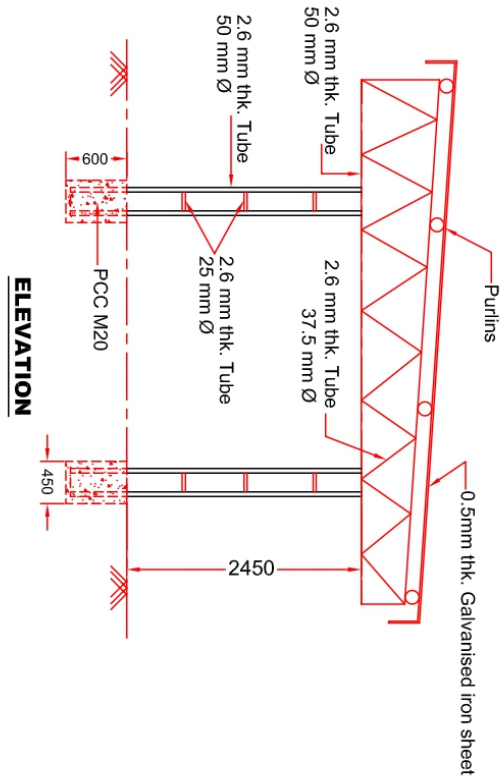
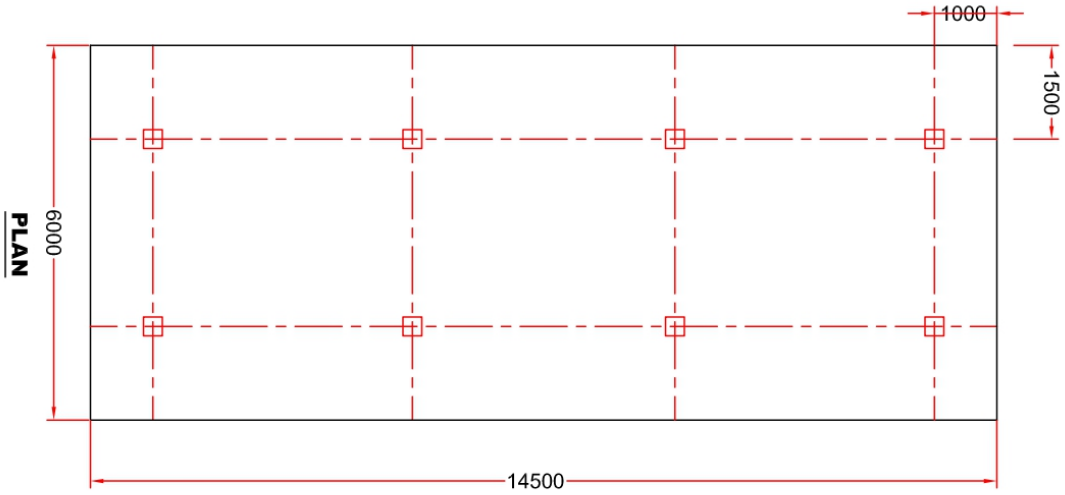
Engineer-in-charge	:	Asst Director-II, Hydrology Division, CWC, Chennai
Accepting Authority	:	Executive Engineer, Hydrology Division, CWC, Chennai
Department	:	Central Water Commission
Clause 1	:	Applicable
Clause 2	:	
Authority for fixing compensation	:	Superintending Engineer, C&SRC, CWC, Bengaluru
Clause 3	:	
Authority for determination of tender	:	Executive Engineer, HD, CWC, Chennai
Clause 3A	:	Applicable
Clause 11	:	Applicable
Clause 15	:	Applicable
Clause 16	:	Applicable
Clause 17	:	Applicable
Clause 19 (A – L)	:	Applicable
Clause 20	:	Applicable
Clause 23	:	Applicable
Clause 24	:	Applicable
Clause 25	:	Applicable
Clause 37	:	Applicable
Clause 38	:	Applicable
Clause 39	:	Applicable

Note: All other clauses are not applicable.

SCHEDULE OF QUANTITIES cum PROFORMA FOR FINANCIAL BID

Item No	Description of Work	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
1	Providing high impact polypropylene reinforced cement 6mm thick corrugated sheets (as per IS 14871) roofing up to any pitch and fixing with polymer coated J or L hooks, bolts and nuts 8mm dia G.I plain and bitumen washers or with self drilling fastener and EPDM washers etc,complete (excluding the cost of purlins,rafters and trusses) including cutting sheets to size and shape wherever required. Two wheeler area. Item 12.8 Page 209 DSR 2016	Sq.m	22.60		
2	Providing and fixing precoated galvanised iron profile sheets (size,shape and pitch of corrugation as approved by Engineer-in-charge) 0.5 mm (+0.05%) total coated thickness with zinc coating 120 GSM as per IS 277 in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheets and polyester top coat 15-18 microns.Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length up to 12m or as desired by Engineer-in-charge.The sheet shall be fixed using self drilling / self tapping screws of size (5.5 * 5.5mm) with EPDM seal,complete up to any pitch in horizontal / vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to the size and shape wherever required. Four wheeler area. Item 12.50 Page 216 DSR 2016	Sq.m	102.75		
3	Steel work in built up tubular (round / square / rectangular hollow tubes)trusses etc including cutting, hoisting,fixing in position and applying a priming coat of approved steel primer including welding and bolted with special shaped washers etc complete. Hot finished welded type tubes (IS 1161-1998). Item 10.16.1 Page 184 DSR 2016	Kg	595.00		

4	Providing and Laying in position cement concrete of specified grade excluding the cost of centering and shuttering, all work up to plinth level 1:2:4 (1 cement: 2 coarse sand (zone 3): 4 coarse aggregate 20 mm)	Cu.m	1.35		
5	Laying at or near ground level old kerb stones of all types in position to the required line, level and curvature jointed with cement mortar 1:3 (1 cement : 3 coarse sand) including making joints with or without grooves (thickness of joints,except at sharp curve shall not be more than 5mm) including making drainage opening wherever required etc complete as per direction of Engineer-in-charge.Length of finished ker edging shall be measured for payment. Old kerb stones shall be supplied by the department free of cost. Item 16.85 Page 280 DSR 2016	m	20.00		
6	Providing and laying factory made chamfered edge cement concrete paver blocks in foot path, park and lawns driveway or light & traffic parking etc of required strength , thickness & size / shape,made by table vibratory method using PU mould, laid in required colour and pattern over 50mm thick compacted bed of coarse sand,compacting and proper embedding / laying of inter locking paver blocks in to the sand bedding layer through vibratory compaction by using plate vibrator,filling the joints with sand and cutting of paver blocks as per required size and pattern,finishing and sweeping extra sand all complete as per manufacturers specifications and direction of Engineer-in-charge. 60mm thick cement concrete paver block of M35 grade with approved colour, design and pattern. Item 16.91.1 Page 281 DSR 2016	Sq.m	50.00		
	Total (inclusive of GST)				



NOTE:-
 1. DRAWINGS ARE NOT TO THE SCALE
 2. DIMENSIONS ARE IN mm

PROPOSED CAR PARKING
AT HYDROLOGY DIVISION,
NEERVALAM COMPLEX, CWC, CHENNAI

AGREEMENT FORM

This Contract made on the day of2019 between the President of India acting through Executive Engineer, Central Water Commission under Ministry of Water Resources, River Development & Ganga Rejuvenation, Government of India, Hydrology Division, "Neervalam" R-81, TNHB Colony, Near BSNL Telephone Exchange, West Velachery, Chennai – 600042 (hereinafter called "the Employer") and M/s.(hereinafter called "the Contractor").

WHEREAS the Employer is desirous that the Contractor executes the work of "Construction of Parking Shelter to accommodate two and four wheeler" in response to Tender No.6/HD/HQS/NIT/2019/1236-37 dated 30/05/2019 and the Employer has accepted the BID by the Contractor **at a contract price of Rs.....**

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 and instructions in writing and in respect of accordance with, such conditions so far as applicable.

I/We hereby declare that I/we shall treat the tender documents 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.

I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the President of India and the same may at the option of the competent authority be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer for construction of parking shelter to accommodate two and four wheeler in conformity in all aspects with the provisions of the contract. The Employer hereby covenants to pay the Contractor for construction of parking shelter to accommodate two and four wheeler, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Signature of the Contractor

अधिशसी अभियंता/Executive Engineer

Witness: