



**Government of India  
Central Water Commission  
Planning & Investigation Division, Faridabad**

**TENDER DOCUMENT**

**Tender for "Fabrication and Installation of MS gauge post at various sites under Pancheswar Hydrological Observation Sub Division, CWC, Tanakpur, under Planning & Investigation Division, Faridabad"**

Officer Inviting Tender:

**The Executive Engineer,  
P&I Division, Central Water  
Commission, Quarter No-1061-64,  
Type V, NH-IV, Faridabad-121001  
Phone/Fax No: 0129-2412576  
Email: [pi-cwc@nic.in](mailto:pi-cwc@nic.in)**

**Estimated cost: Rs.  
3,56,850/(Rupees Three Lakh  
Fifty Six Thousand Eight  
Hundred and Fifty Only)**

**This document contains 38 pages.**

**(September - 2021)**

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**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
P&I DIVISION**

Quarter No. 1061-64, Type V, NH-IV, Faridabad-  
121001(HR) Phone/Fax No: 0129-2412576,  
Email: [pi-cwc@nic.in](mailto:pi-cwc@nic.in)

**NITNo.:102/06/NIT/2020-21/2482-87**

**dated: .09.2021**

**NOTICE INVITING TENDER (NIT)**

On the behalf of the President of India, The Executive Engineer, P&I Division, Central Water Commission, Faridabad invites online Tenders on item rate basis from eligible contractors for the following work:

- 1. Name of work:“Fabrication and Installation of MS gauge post at various sites under Pancheswar Hydrological Observation Sub Division, CWC, Tanakpur, under Planning & Investigation Division, Faridabad”**

**Estimated Cost:** Rs.3,56,850/-(Rupees Three Lakh Fifty Six Thousand Eight Hundred and Fifty Only).

**Period of Completion:** 3 months from issue of letter of award of the work.

**Sale of Tender:** From 30.09.2021 (17:00 Hrs)

**Online Submission of Bid:** From 04.10.2021 (10:00 Hrs.) to 13.10.2021 (17:00 Hrs.)

**Online Opening of Tender:** 14.10.2021 (15:30 Hrs.)

**2. Eligibility criteria:**

- A. The Contractor should be registered with a valid registration certificate. Contactor should be registered with CPWD, MES, P.W.D, Railways, or other Government bodies/PSUs etc. or with any other reputed private agency. Or the vendor should be registered with valid registration credentials such as registration with state government or Govt. of India.
- B. The Contractor must have valid PAN and GST registration at the time of submission of bid.
- C. The Contractor must have executed work of similar nature in Central or State Government bodies/departments, Public Sector Undertakings, MES, Railways or for the reputed private departments in the last 7 years ending March 2021 as per the value of each work as detailed below:
  - a) **Three** similar completed works costing not less than the amount equal to 40% of the estimated cost.
  - or
  - b) **Two** similar completed works costing not less than the amount equal to 60% of the estimated cost.
  - or
  - c) **One** similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar works means Civil works related to RCC Construction, Earthwork and Erection and Installation of Steel Structures.

Completion certificates for the above should clearly indicate the scope and nature of work carried out and the value of various components of work as executed, in order to confirm conformity to defined similar works. The completion certificate should be signed by the issuing authority with stamp without which the works will not be considered.

3. Average annual financial turnover of Rs 3.60 Lakh in the previous 3 financial years (FY 2018-19, 2019-20 and 2020-21). For FY 2020-21, provisional / unaudited Certificate may also be submitted, provided the successful bidder has to submit the same within 01 month of award of work to avoid rejection of bid.
  4. Tender can also be freely downloaded from central procurement portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)), and from [www.cwc.gov.in](http://www.cwc.gov.in).
- EMD amount is exempted for all the bidders as per GoI OM No. F.9/4/2020-PPD dated 12.11.2020. However, the bidder has to submit the “Bid Security Declaration” form as attached with this tender (page 38).**
5. Bids can be submitted only through online on Central Public Procurement Portal web site([www.eprocure.gov.in](http://www.eprocure.gov.in)), as detailed under ITB (Instructions to bidders).
  6. The bids will be opened online at the date mentioned in **Tender Data Sheet**, in presence of the bidders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in the office of EE, Planning & Investigation Division, CWC, Faridabad-121001.
  7. **Bids shall be accepted through e-procurement only at e-tendering portal of CPPP.**

The competent authority, for and on behalf of President of India, does not bind itself to accept the lowest or any other tender, and reserves its right to reject any or all of the tenders received or cancel the tendering process at any stage, either in part or full, without assigning any reason. All tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.

अधिशाली अभियंता  
योजना एवं अन्वेषण मण्डल,  
केन्द्रीय जल आयोग,  
फरीदाबाद

**प्रतिलिपी/Copy To:**

1. मुख्य अभियंता, यमुना बेसिन संगठन, केन्द्रीय जल आयोग, नई दिल्ली।
2. अधीक्षण अभियंता, योजना परिमंडल, केन्द्रीय जल आयोग, फरीदाबाद।
3. सहायक लेखा अधिकारी, योजना एवं अन्वेषण मण्डल, केन्द्रीय जल आयोग, फरीदाबाद।
4. उपमंडल अभियंता/ कनिष्ठ अभियंता (मुख्यालय), केन्द्रीय जल आयोग, फरीदाबाद।
5. नोटिस बोर्ड योजना परिमण्डल, योजना एवं अन्वेषण मण्डल, फरीदाबाद।

## Tender Data Sheet

Government e-Procurement System <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>			
<b><u>TENDER INPUT FORM</u></b>			
<b>(A) Basic Details:</b>			
S.No	Item	Description	
1.	Tender Reference No.	102/06/NIT/2020-21/2482-87 Dated:30.09.2021	
2.	Tender Type	Open	
3.	Form of Contract	Item Rate contract	
4.	No. of Covers	2 (Two Covers)	
5.	Tender Category	Works (RCC Construction, Earthwork and Erection and Installation of Steel Structures)	
6.	Allow Resubmission	No	
7.	Allow Withdrawal	Yes	
8.	Allow Offline Submission	No	
9.	Payment Mode	Offline / Online through BharatKosh	
9(a)	If Offline:	Instrument: 1. SS-Small Savings Instrument 2. BG-Bank Guarantee 3. BC-Bankers Cheque 4. DD-Demand Draft	
<b>(B) Cover Details:</b>			
	No. of Covers	Cover Type	Content
1.	Single Cover	Not Applicable	
2.	Two Covers	(a) Technical (b) Financial	Technical Bid in one cover and Financial Bid in second cover
3.	3 Covers	Not Applicable	
4.	4 Covers	Not Applicable	
<b>(C) NIT Document (only .jpg and .pdf files are supported):</b>			
S.No	File Name	Type	
1.	Fabrication and Installation of MS gauge post at various sites under Pancheswar Hydrological Observation Sub Division, CWC, Tanakpur, under Planning & Investigation Division, Faridabad	pdf	
<b>(D) Work Item Details:</b>			
S.No	Item	Description	
1.	Work Item Title	Fabrication and Installation of MS gauge post at various sites under Pancheswar Hydrological Observation Sub Division, CWC, Tanakpur, under Planning & Investigation Division, Faridabad	
2.	Work Description	As per the Scope of Work mentioned in the tender document	
3.	Pre qual. Details	As per the NIT	
4.	Product/Work Category	RCC Construction, Earthwork and Erection and Installation of Steel Structures	
5.	Product Sub Category	Fabrication and Installation of MS gauge post	
6.	Contract Type	Item Rate Contract	
7.	Tender Value	Rs. 3,56,850/- (Rupees Three Lakh Fifty Six ThousandEight Hundred Fifty only).	
8.	Bid Validity daysIf other, specify	90 days	
9.	Completion Periods in months	03 months form the issue of letter of commencement	
10.	Location (Work/service/items)	Office of Executive Engineer, P&I Division, Qtr No. 1064, Type V, NH IV, NIT, Faridabad-121001	
11.	Pin Code	121001	

12.	Pre Bid Meeting*	No
	If Pre Bid Meeting is Yes	-
	Pre Bid Meeting Place*	-
	Pre Bid Meeting Address*	-
	Bid Opening Place	Office of the Executive Engineer, Planning & Investigation Division, Central Water commission, Quarter No 1061-64, Type V, NH-IV, NIT Faridabad -121001 (Haryana)
	Tenderer Class	All Classes <b>Class “A”</b> — General Engineering Contractor <b>Class “B”</b> – General Building Contractor
	Inviting Officer	Name: Abhijeet Kashliwal Designation: Executive Engineer.
	Inviting Officers Address* Phone/email:	Quarter No 1061-64, Type V, NH-IV, NIT Faridabad -121001 (Haryana), Phone: 0129-2412576, 0129-2411375 e-mail: <a href="mailto:pi-cwc@nic.in">pi-cwc@nic.in</a>

**(E) Fee Details:**

1.	Tender Charges:	Full Exemption.
1(a)	Tender Fee	
1(b)	Processing Fee	NA
1(c)	Surcharges	NA
1(d)	Other Charges	NA
2.	EMD Fee	NA
3.	EMD Exemption Allowed	Yes. As per GoI OM No. F.9/4/2020-PPD dated 12.11.2020 EMD is exempted, however the bidder has to make the Bid-Securing Declaration attached on the page 38 of this tender document.
3(a)	If EMD Exemption Allowed is Partial, EMD Exemption Percentage%	Full

**(F) Critical Dates:**

		Date (DD/MM/YYYY)	Time (Hrs.)
1.	Publishing Date	30/09/2021	16:00
2.	Document Sale Start Date	30/09/2021	17:00
3.	Seek Clarification Start Date	01/10/2021	10:00
4.	Seek Clarification End Date	03/10/2021	17:00
5.	Pre Bid Meeting Date	NA	NA
6.	Bid Submission Start Date	04/10/2021	10:00
7.	Bid Submission End Date	13/10/2021	17:00
8.	Bid Opening Date	14/10/2021	15:30

**(G) Bid Openers Selection:**

	Name/Description	Email ID
B01	Sh. Abhijeet Kashliwal, EE, PID	<a href="mailto:abhijeetkashliwal-cwc@nic.in">abhijeetkashliwal-cwc@nic.in</a>
B02	Sh. Manpal Singh, AD-II, PC	<a href="mailto:manpalsingh-cwc@gov.in">manpalsingh-cwc@gov.in</a>
B03	Sh. Vijay Pant, SDE, PID	<a href="mailto:vijaypant-cwc@gov.in">vijaypant-cwc@gov.in</a>
B04	Sh. Jitendra Kumar Singh, AAO, PID	<a href="mailto:jk.singh75@nic.in">jk.singh75@nic.in</a>

**(H) Uploading the Tender documents; (only pdf, jpg, xls&rar Files allowed)**

	Item	Contents (in pdf form)
1.	Registration Documents	a) Scanned copy of registration certificate of firm as per the eligibility criteria.
2.	Statutory Documents	a) Scanned copy of PAN CARD, and GST Registration Certificate of the firm.
3.	Experience	a) Signed and scanned copy of experience certificates of similar works. b) Undertaking of No Blacklisting Certificate (Compulsory)
4.	Income Tax/ Turnover Related	a) Signed and scanned copies of ITR of Last Three FY.

5.	Acceptance Letter	Signed and scanned Technical Bid acceptance letter as per the Annexure-V.
6.	Technical Bid Check List	Duly filled up, Signed & Scanned Copy is to be attached as per the Annexure-III.
7.	Bid Declaration form	Duly filled up, signed & Scanned Copy is to be attached
8.	Financial Bid	As per the BOQ attached. (in .xls format)

Prepared by:

1. Anmol, JE(HQ), P&I Division, CWC, Faridabad.
2. Vijay Pant, SDE(HQ), P&I Division, CWC, Faridabad

Approved by: Abhijeet Kashliwal, EE, PID, CWC, Faridabad

Date of Updation: 30-09-2021

Seal of the Office of the TIA:

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION**

STATE : Haryana  
CIRCLE : Planning Circle, Faridabad  
DIVISION : Planning & Investigation Division, Faridabad  
ORGANISATION : Yamuna Basin Organization, New Delhi

**Item Rate Tender & Contract for Works**

Tender for the work of: **“Fabrication and Installation of MS gauge post at various sites under Pancheswar Hydrological Observation Sub Division, CWC, Tanakpur, under Planning & Investigation Division, Faridabad”.**

Issued to: \_\_\_\_\_  
(Contractor)

Signature of officer issuing the documents \_\_\_\_\_

Designation \_\_\_\_\_

Date of Issue \_\_\_\_\_



### **ACCEPTANCE of Tender by Competent Authority**

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

The letters 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 (Enclosed in this Tender Document on page 25)

**SCHEDULE 'B'**- Schedule of materials to be issued to contractor: Not applicable

**SCHEDULE 'C'**-Tools and plants to be arranged by the contractor: Not applicable

**SCHEDULE 'D'**- Extra schedule for specific requirement: Not applicable

**SCHEDULE 'E'**- Applicable

<b>Name of work:</b>	“Fabrication and Installation of MS gauge post at various sites under Pancheswar Hydrological Observation Sub Division, CWC, Tanakpur, under Planning & Investigation Division, Faridabad”.
<b>Estimated cost of work:</b>	Rs. 3,56,850/- (Rupees Three Lakh Fifty Six Thousand Eight Hundred and Fifty Only)
<b>EMD</b>	As per GoI OM No. F.9/4/2020-PPD dated 12.11.2020 EMD is exempted, however the bidder has to make the Bid-Securing Declaration attached on the page 38 of this tender document.
<b>Performance Guarantee</b>	3% of the tendered and accepted value of work within 7 days from issue of letter of acceptance. Applicable only for Successful Bidder.
<b>Security Deposit:</b>	2.5% of the tendered and accepted value of work from running/final bill of contractor EMD Clause Exemption

**SCHEDULE 'F'**- Reference to terms and conditions of contract

<b>General Rules &amp; Directions:</b>	
<b>Officer inviting tender:</b>	Executive Engineer, Planning & Investigation, Division, Central Water Commission, Qtr. No. 1061-64, NH-IV, NIT, Faridabad, Haryana-121001.
<b>Definitions:</b>	
Engineer- in Charge:	Executive Engineer, Planning & Investigation, Division, Central Water Commission, Qtr. No. 1061-64, NH-IV, NIT, Faridabad, Haryana-121001
Accepting Authority:	Executive Engineer, Planning & Investigation, Division, Central Water Commission, Qtr. No. 1061-64, NH-IV, NIT, Faridabad, Haryana-121001
Percentage on cost of materials and Labour to cover all overheads and profits.	NA
Department	Central Water Commission
Standard schedule of rate	DSR 2018
Standard CPWD contract form	CPWD form 8 as modified & corrected from time to time

<b>Clause 1:</b>	
Time allowed for submission of Performance Guarantee, programme chart (Time and progress)and applicable labor license etc	7 days for PG Submission
Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in(i) above	7 Days
<b>Clause 2: Compensation for delay</b>	
Authority for fixing Compensation under clause 2	SUPERINTENDING ENGINEER, PLANNING CIRCLE,FARIDABAD
With maximum rate @ 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.	
Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.	
<b>Clause 5</b>	
Time allowed for execution of work	03 months from the date of the issue of the letter of commencement of the work
Authority to give fair and reasonable Extension of time for completion of work	Executive Engineer, Planning & Investigation, Division, Central Water Commission, Qtr. No. 1061-64, NH-IV, NIT, Faridabad,

				Haryana-121001			
<b>Clause 11</b>							
Specifications to be followed for Execution of work.				As mentioned under the scope of work and in the			
<b>Clause 12.2 &amp; 12.3:</b>							
<b>Deviation Limit beyond which clauses 12.2 &amp; 12.3 shall apply for all building works</b>				Beyond 30% of BOQ quantities			
<b>Clause 16</b>							
Competent authority for Deciding reduced rates				Not Applicable			
<b>Clause 25: Constitution of Dispute Redressal Committee:</b>							
i. (DRC) Chairman – Chief Engineer, YBO, CWC, New Delhi							
ii. Member – Superintending Engineer (C), YBO, CWC, New Delhi							
iii. Member - Superintending Engineer, Planning Circle, CWC, Faridabad							
<b>Clause 36:</b>							
S. No.	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figure	words
1	Graduate	Any	Any Managerial Post	3 years	01	NA	NA

**All the clauses relevant to the scope of the work will be applicable as per the provision mentioned in the CPWD Works Manual 2019 and GCC 2020 for such similar works.**

## **INFORMATION AND INSTRUCTION TO TENDERERS/BIDDERS**

### **Introduction:**

Before submitting the tenders, the Tenderer/Bidder must ensure that he/she has understood the exact requirement of the said work and had a clear overview of location where work has to be executed. In case the Tenderer/Bidder wishes to get any point clarified with respect to the work or anything contained in this Tender Document, it is mandatory to raise the clarification in writing and in turn get it clarified from the *Executive Engineer, P&I Division, Central Water Commission, Faridabad (Department)* in writing as per the dates mentioned in the tender data sheet. In case no such clarification is raised by the Tenderer/Bidder, it will be construed that all the requirement of the *Department* are understood by the contractor. **No communication in this regard shall be entertained at any stage of the work after opening of the tenders and during execution of the work.**

### **Eligibility criteria:**

- A. The Contractor should be registered with a valid registration certificate. Contractor should be registered with CPWD, MES, P.W.D, Railways, or other Government bodies/PSUs etc. or with any other reputed private agency. Or vendor must be registered with valid registration credentials.
- B. The bidder cannot engage in Joint Venture (JV) for the present work. No Joint Venture is allowed.
- C. The Contractor must have valid PAN and GST registration at the time of submission of bid.
- D. The Contractor must have executed works of similar nature in Central or State Government bodies/departments, Public Sector Undertakings, MES, Railways or for private departments in the last 7 years ending March 2021, each of minimum value as detailed below:
  - a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
  - or
  - b) Two similar completed works costing not less than the amount equal to 60% of the estimated cost.
  - or
  - c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar works means Civil works related to RCC Construction, Earthwork and Erection and Installation of Steel Structures.

Completion certificates for the above should clearly indicate the scope and nature of work carried out and the value of various components of work as executed, in order to confirm conformity to defined similar works. The completion certificate should be signed by the issuing authority with stamp without which the works will not be considered.

Average annual financial turnover of Rs.3.60 Lakh during the previous 3 financial years (FY 2018-19, 2019-20, 2020-21).

### **Period of validity of tenders:**

The tender for the work shall remain **valid for a period of ninety (90) days** from the date of opening of tenders. The Government shall, without prejudice to any other right or remedy, be at liberty to blacklist the vendor from working in government department within the duration of above contract if any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, or the contractor fails to commence the work in the prescribed time or abandons the work before its completion.

If required, the *Department* may solicit contractor's consent for an extension of the period of validity of tender. The request and the responses thereto shall be made in writing.

### **Earnest Money Deposit (EMD):**

The bidder is exempted from EMD as per the GoI Om No. F.9/4/2020-PPD dated 12.11.2020. However, the bidder has to submit the “**Bid Security Declaration**” form as attached with this tender (page 38). In which it is clearly specified that if the bidder withdraw or modify their bids or the bidder fails to take up the work after the acceptance of their tender by controlling authority, they will be suspended from taking any public contract for the period during which this tender is valid.

### **Opening of Tenders:**

The tender shall be opened online on 14/10/2021 at 15.30 Hrs in the office of the Executive Engineer, P&I Division, Central Water Commission, Quarter No-1061-64, Type V, NH-IV, Faridabad-121001 in the presence of tenderer/bidder or their authorized representative who choose to attend.

### **General:**

- No tenderer shall be allowed to amend or withdraw any terms & conditions/parts or whole/quoted rates of its tender under any circumstances after the deadline for submission of the tender.
- The Department has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works.
- The tenderer are expected to clearly understand the forms, terms and conditions and other details mentioned in the tender document.
- Rules/provisions of CPWD Works Manual 2019 and its subsequent amendments from time to time will be applicable/ binding on all bidders and on successful bidder.
- In the event of the tender being submitted by a firm, it must be signed separately by each member 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 submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
- Each tenderer is entitled to submit only one set of tender. The same contractor submitting more than one set of tender shall be automatically disqualified. The contractor shall not assign or transfer any interest or responsibility in whole or any part in favor of any person and same is prohibited and is liable to result in termination of the contract.
- At any time prior to the deadline for submission of tenders, the department, for any reason, whether at its own initiative may modify any condition of the tender document by amendments and such modification will be binding on the bidders/ tenderers.
- The valid means of communications for this tender shall be in writing/fax followed by confirmation in writing by post. The communication should clearly reach this office.
- It is suggested that the tenderer may acquaint themselves with the requirement of the work before submitting the tender. Tenderer are advised to go through the scope of the work and all technical specification related to the drawings of gauge, condition of sites etc.. Vendors are required to obtain necessary clarification form the department before submitting the bid for the work before the dates as mentioned in this tender.
- Submission of a tender by a tenderer/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 other factors having a bearing on the execution of the work.
- The contractor shall not in any capacity employ persons of bad character or any person whose antecedent are in doubt or who is on the police records as bad character. All aspects of

verification (police verification, address verification, document verification etc.) of the persons to be employed shall be the sole responsibility of the contractor and no compensation shall be claimed for that.

- Agreement shall be signed with the successful tenderer/bidder on prescribed proforma given in this tender document and a contract agreement will be prepared. The tenderer shall quote his rates as per various terms and conditions of the said form which shall form part of the agreement.
- 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 before expiry of a period of two years after his retirement from Government service, or without due permission from the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- The Contractor shall not be permitted to tender for works in the office of the Executive Engineer, P&I Division, CWC, Faridabad (responsible for award and execution of this work) in which his near relative is posted as Divisional Accountant or as an officer in any capacity with relevance to the said work. He shall also intimate the names of person who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the Central Water Commission or in the Ministry of Jal Shakti, Department of WR, RD & GR. Any breach of this condition by the contractor would render his bid/Contract Agreement liable to be rejected.
- Bids shall be submitted online only.
- Bidder who has downloaded the tender from the [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.cwc.gov.in](http://www.cwc.gov.in) shall not temper/modify the tender form including downloaded price bid template in any manner in case if the same is found to be tempered/ modified in any manner, tender will be completely rejected firm shall be blacklisted for taking similar works.
- Intending tenderer are advised to visit again CWC website [www.cwc.gov.in](http://www.cwc.gov.in) at least 1 day prior to closing date of submission of tender for any corrigendum /amendment.
- For the purpose of this tender the contract agreement with the successful tenderer shall comprise of:
  - a. The tender form and financial bid submitted by the tenderer online;
  - b. Tender document
  - c. Amendment to the tender document;
  - d. Post tender opening Correspondences both online and offline; and
  - e. Purchase's notification of award of the contract.

### **Submission of Tender Documents**

- i. **Technical bid:** The following documents are to be **furnished** in the **Technical Bid Part (i.e. Eligibility criteria)** by the Contractor along with bid as per the tender document:
  - a. Signed and scanned Technical Bid Check List as per tender document.
  - b. Signed and scanned copy of registration certificate of firm.
  - c. Signed and scanned copy of PAN and GST Registration Certificate of the firm.
  - d. Signed and scanned copy of work orders and completion certificates of similar works executed in support of eligibility as per the tender notice.
  - e. Signed and scanned copy of Balance Sheets for last three years i.e. 2018-19, 2019-20 and 2020-21 for turnover purpose.
  - f. Signed and scanned copy of ITRs (copy of Income Tax Return filed for FY 2018-19, 2019-20 and 2020-21).
  - g. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount

- h. Self-certified declaration of not been blacklisted by any Central/ State Govt. / PSU
  - i. Any other document in support of the Bid.
- ii. **Financial bid:** The following documents are to be furnished in the **Financial bid part** by the Contractor along with bid as per the tender document:
- a. Signed and scanned price schedule as per tender document.

### **Schedule of Quantities, Rates and Amount:**

The bidders must quote the rates keeping in mind all the terms and conditions mentioned in this tender document, Schedule of quantities etc. The rates quoted by the tenderer shall take into account the cost of material, labour, tools, equipment, GST & CPOH, safety equipment, Transportation charges, Coolie charges and any other managerial cost for execution of the above said works.

- a. All rates shall be quoted in Indian Rupees only.
- b. Before quoting the rates, bidder are requested to read carefully all terms & conditions, specifications, BOQ etc., In case of any doubt, he must get it clarified from EE, P&I Division, CWC, Faridabad.
- c. In case of discrepancy between unit rate and total rate, the unit rate shall prevail. In case of discrepancy between sub totals and the total, the sub totals shall prevail.
- d. The amount should be written both in figures and in words. In case of discrepancy between figures and words, the amount mentioned in words shall prevail. In case of discrepancy in totaling of unit rates, the unit rates shall prevail.
- e. Rates for each item shall be furnished in the format as given in the Financial Bid /schedule of rates as per the BOQ attached on the e-procurement portal. Any correction, overwriting etc. should be duly initialized (Signed).
- f. **Contractors are required to fill the GST percentage in the attached BOQ on the e-procurement portal. If found blank, the rates shall be considered inclusive of GST, without any clarification from the bidder.**
- g. Tendered rates (Estimated cost) are inclusive of the GST, taxes and levis payable under the respective statues. However pursuant to the constitution (46<sup>th</sup> Amendment) Act 1982, if any further tax of levy is imposed by the statue, after the date of receipt of tenders, and contractors shall be reimbursed the amount so paid, provided such payment, if any is not, in the opinion of Executive Engineer, PID, CWC (whose decision shall be final and binding) attributable to delay in the execution of work within the control of contractor.
- h. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and allow inspection of the same by a duly authorized representative of Government.
- i. The contractor shall, within a period of 15 days of imposition of any further tax or levy pursuant to the constitution (46<sup>th</sup> Amendment) Act, 1982 give a written notice thereof to the Engineer- in – Charge that the same is given pursuant to this condition, together with all necessary information relating therein.

### **Contents of Tender Document:**

The contents of the tendering documents as listed below shall be read in conjunction with any corrigendum

/addenda, if issued. All the components of the tender shall be considered as a single tender document and include:

- i. Notice Inviting Tender (CPWD-6)
- ii. Item rate tender & Contract for Works(CPWD-8)

- iii. Format for Acceptance
- iv. Schedules
- v. Information and Instructions to Tenderers/Bidders
- vi. Instruction for online bid submission
- vii. Scope of Work
- viii. Schedule of Quantities, Technical & Financial Bid Format.
- ix. Terms & conditions of Contract
- x. Other conditions
- xi. Contract/Agreement format
- xii. Standard Form/ Proforma

### **Tendering process**

#### **i. Marking and submission of tenders:**

The tender shall be submitted online only.

**Online Submission:** The tenders should submit both “Technical bid duly signed & supporting document in respect of his eligibility for this tender” and “Financial Bid” online. The specifications should be same as given in this tender. Tenders must be submitted by the bidder online not later than the time and date specified in the NIT.

#### **Online Submission:**

**No Hard copies of documents will be submitted by the bidder. Only online submission on the CPP portal will be accepted.**

The Department may, at its discretion, extend this deadline for submission of tender by amending the tendering documents, in which case all rights and obligations of the Department and tenders previously subjected to the deadline will thereafter be subjected to the deadline as extended.

No tender may be withdrawn in the interval between the deadline for submission of tender and the expirations of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security.

#### **ii. Opening of Bids**

The bids shall be opened online on the date and time mentioned in the NIT. Online bids unaccompanied by the Tender Document Cost shall be archived and will not be opened.

Financial Bids of only those bidders who are found technically responsive (meeting the eligibility criteria) would be considered in the presence of tenderers or their representatives, who choose to be present online, or offline or both.

#### **iii. Evaluation of tenders: -**

The tenders will be evaluated on the basis of specification as given in the tender document and unit rate of each item and total cost.

- a) The Technical Bids (eligibility criteria) will be evaluated based on the document submitted by the bidder on Registration of Firm, availability of valid PAN and GST registration, similar completed works, track record, Turnover and past experience of the firm in providing similar services to Government/Semi-Government Agencies.
- b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document. Financial bids will be evaluated based on total cost of the work quoted by the bidders, and scrutiny of item wise rate.

#### **iv. Compensation for delay**

With maximum rate @ 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.



Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.

**v. Award of work:**

The successful bidder shall furnish, within 07 days of issue of the letter of acceptance of Tender, the Performance Guarantee for an amount equal to 3% of the tendered and accepted value of the work (without limit) in the prescribed form like Fixed Deposit Receipt (FDR) or Demand Draft of a Scheduled Bank/An irrevocable Bank Guarantee bond of any scheduled bank or the State Bank of India in the prescribed format (to be supplied to successful bidder later) pledged in favor of **“Executive Engineer, P&I Division, CWC, Faridabad” valid up to 120 days beyond the date of expiry of the contract period.** The contract period shall expire after 3 months from the date of issue of letter of acceptance. It may be noted that Contract/Agreement shall be signed with successful bidder only after submission of Performance Guarantee. No work should be started before signing of Contract/ Agreement. The period of 3 months shall be reckoned from the date of issue of letter of acceptance.

**vi. Deviation Clause**

- a. The number of Pages mentioned in Schedule of Works for each category is subjected to variation such that the overall deviation in quantities shall not exceed  $\pm 30\%$  as mentioned in Clause of this NIT.
- b. Payment shall be made as per actual work performed in site.

## **Instructions for Online Bid Submission**

*(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)*

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement Portal (CPPP), 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 Enrollment**” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode/ eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then log 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 general 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

- a. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time. No consideration would be given to the bidder for any delay faced due to any other issues (viz. technical/server down etc.) i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. 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 coloured (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.
- d. 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.
- e. 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.

- f. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g. 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.
- h. 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**

The present Scope of Work includes “Construction of Foundation , Fabrication and Installation of Mild Steel Gauge Post at various sites under PHO Sub Division, CWC, Tanakpur as mentioned in Technical Specifications and Schedule of Quantities (Schedule-A) of this NIT.

The above-mentioned work shall be executed in various sites under PHO Sub Division, CWC, Tanakpur, Distt. Champawat (Uttarakhand). The coordinates/location of different sites in which work has to be carried out is as detailed below:

S.No.	Name of site	District	Coordinates of site	Distance from Tanakpur*	Approximate gauges to be installed
01	Purnagiri	Champawat	29°07'49" N 80°11'55" E	15 Km	18
02	Rupaligad	Champawat	29°17'20" N 80°18'22" E	125 Km	18
03	Rameshwar	Pithoragarh	29°31'26" N 80°06'00" E	130 Km	13
04	Jhulaghat	Pithoragarh	29°34'16" N 80°22'58" E	180 Km	6
05	Dharchula	Pithoragarh	29°50'47" N 80°32'36" E	240 Km	5

\*Nearest Railway station to these sites in Tanakpur Railway Station, while all the sites are approachable via road.

The above-mentioned gauges are to be installed in various location of above sites under the supervision of SDE PHO Sub Division, CWC, Tanakpur.

The Scope of Works is broadly bulleted below:

1. Gauges have to be installed in upstream and downstream area with reference to C/L Gauge of above-mentioned sites. The exact location of installation of the same shall be confirmed by SDE, PHO Sub Division, CWC, Tanakpur during the execution of work.
2. MS Gauges made of ISMC 100 X 50 MS channel and 2 m length shall be fabricated for execution of above-mentioned work. The gauges should be fixed properly with M15 (1:2:4) PCC as per IS 456:2000; to the satisfaction of Engineer-in-Charge. The typical Drawing of Gauge Post showing foundation work has been attached at Annexure-I
3. Gauges shall be installed in such a way that an overlapping of 0.30 m should be there between two adjacent gauges. All Gauges shall preferably be installed in one straight line.
4. Gauges shall be painted with enamel paint and primer of reputed make /brand.
5. The cross section of above gauge sites has been attached in Annexure-II

6. The time duration for execution of above work is 3 months from the date of award of work. In case of any hindrance the contractor should inform SDE, PHOSD, Tanakpur in writing about the same. And proper record of hindrance if any shall be maintained in site by Junior Engineer.

The above Scope of Work shall be read in conjunction with Technical Specifications & Schedule of Quantities (Schedule-A) of this NIT for better clarity in understanding the scope of desired work.

**General Points:**

1. The quantity of Gauges is subjected to change in the range of 10-15%. The payment shall be made as per the actual work executed keeping in mind the deviation clauses as applicable.
2. The contractor is advised to visit the site before bidding so as to get proper idea of the location/area, road connectivity, labor availability etc. to understand the actual quantum of work to be executed.

\*\*\*

**SCHEDULE-A****Schedule of Quantities**

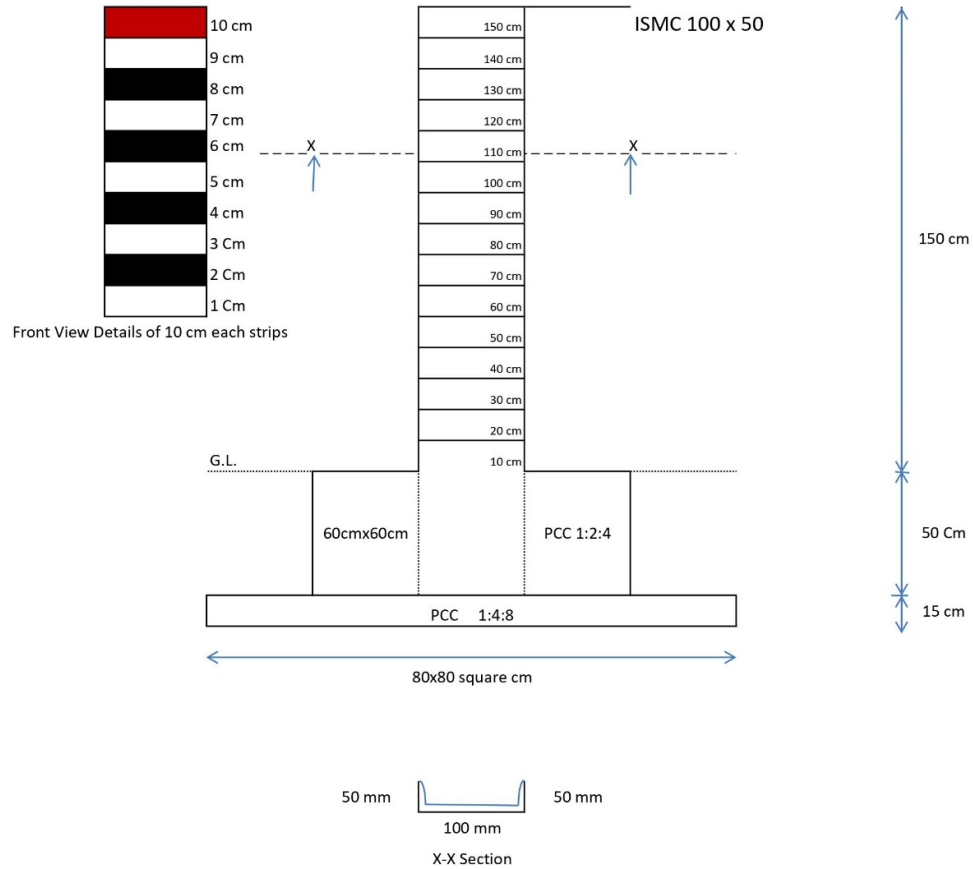
**Name of Work:** “Fabrication and Installation of MS gauge post at various sites under Pancheswar Hydrological Observation Sub Division, CWC, Tanakpur, under Planning & Investigation Division, Faridabad”

**SCHEDULE OF QUANTITY**

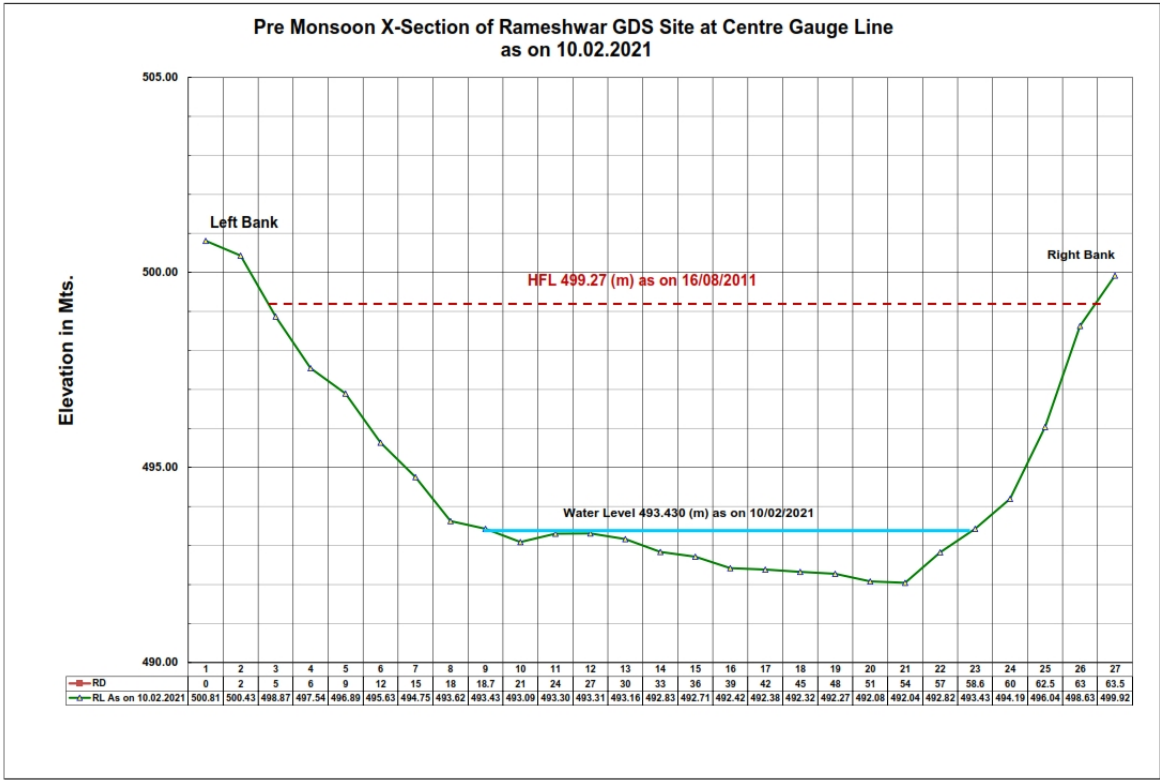
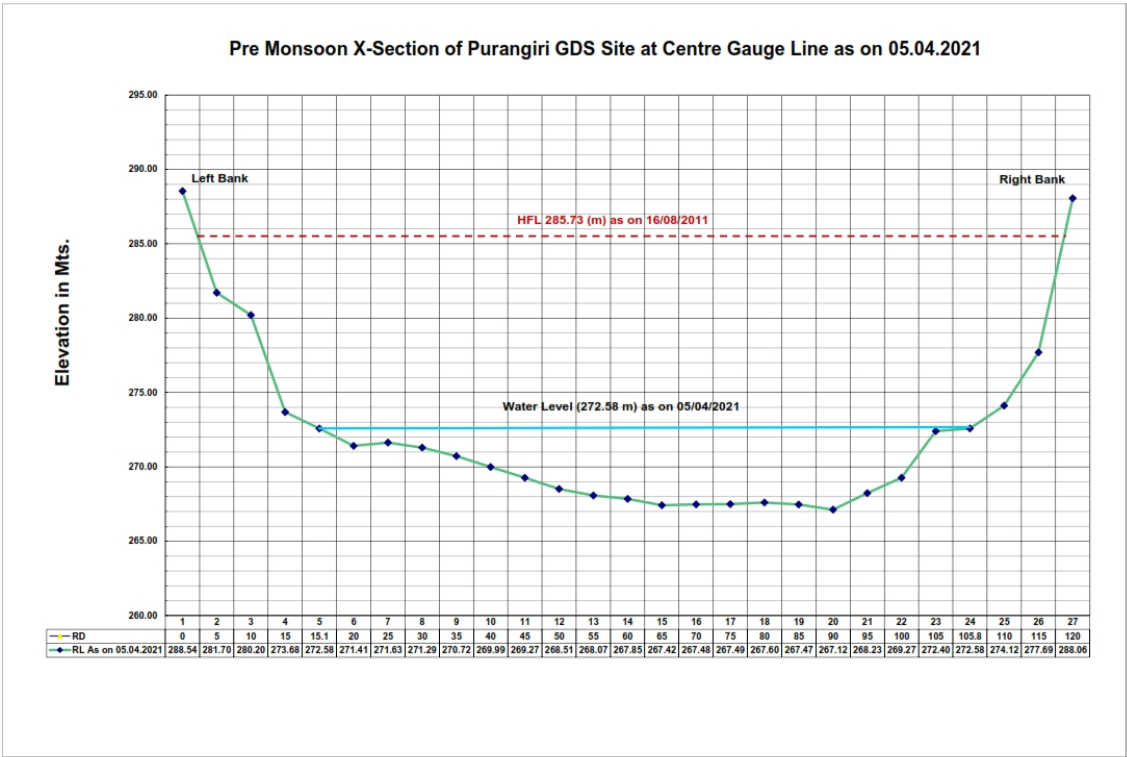
S.No.	Description of work	Unit	Qty			Total Gauges	Maximum water Level	Minimum water level
1	Fabrication and fixing of MS Gauge at river bank made of ISMC 100x50 M S Channel and 2 meter long embedded with 1:2:4 cement concrete block size 0.60 m x 0.60m x 0.50m (1 Cement : 2 Coarse sand : 4 graded stone aggregate 40 mm nominal size) over the 1:4:8 cement concrete size 0.80m x 0.80 m x 0.15 (1Cement : 4 Coarse sand : 8 graded stone aggregate 40 mm nominal size) and marking the Channel from bottom to top with synthetic enamel with standard metric gradation marking of 10 mm thickness in black & white alternately & Red synthetic enamel of 10 mm of width 10 mm at every 100 mm etc complete as per drawing and direction of Engineer-in-Charge.							
			U/S	C/L	D/S			
1.1	For Rameshwar GDS Site	Nos	5	3	5	13	499.85	493.00
1.2	For Purnagiri GDS Site	Nos	8	2	8	18	285.94	270.00
1.3	For Rupaligad GDS Site	Nos	8	2	8	18	381.95	368.00
1.4	For Dharchula Gauge Site	Nos	0	5	0	5	862.62	855.00
1.5	For Jhulaghat Gauge Site	Nos	0	6	0	6	518.00	499.00

## ENGINEERING DRAWINGS (Annexure – I)

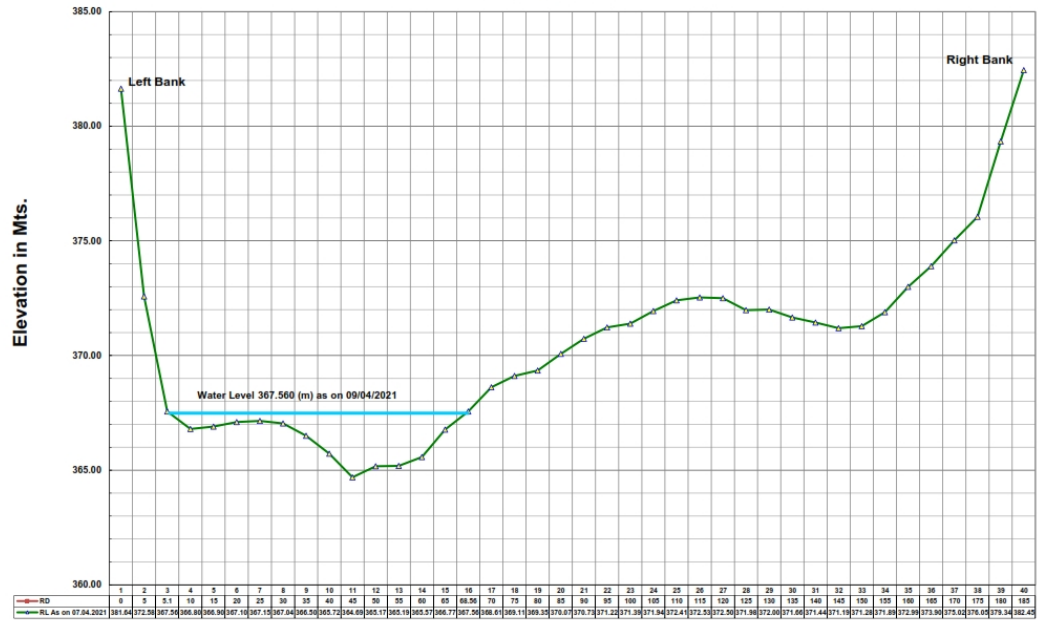
The technical specification of gauge to be installed is as detailed below:



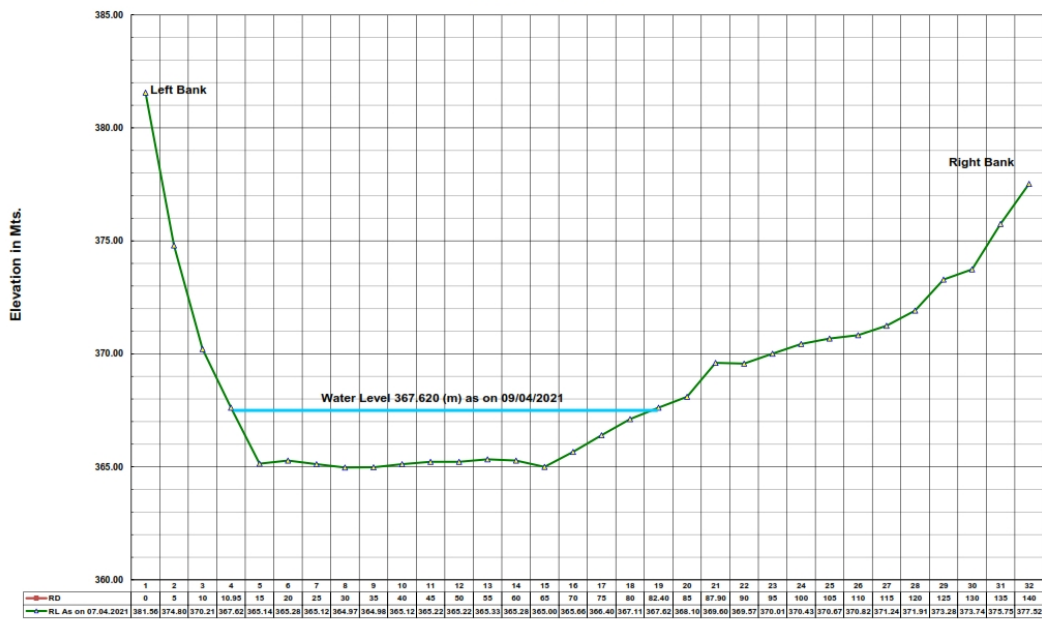




**Pre Monsoon X-Section of Rupaligad GDS Site at 250 m D/S of Existing Centre Gauge Line  
as on 08.04.2021**



**Pre Monsoon X-Section of Rupaligad GDS Site at 450 m D/S of Existing Centre Gauge Line  
as on 09.04.2021**



**Technical Bid Check List**

(To be furnished online only. Offline bids are not acceptable under this contract)

**Filled technical bid check list should be uploaded with the technical bid on the e-procurement portal.**

S. No.	Particulars	To be filled by the tenderer
1.	Name of the bidder	
2.	Postal Address of the Bidder	
	Phone:	
	Mobile:	
	Fax:	
	Email:	
3.	Is your firm registered (provide valid registration certificate)	
4.	Date of establishment of the agency	
5.	Income Tax Permanent Account Number (PAN) (Attach proof)	
6.	Income Tax return filed (Attach proof)	
7.	GST Registration number (Attach proof)	
8.	Whether similar work as mentioned in the eligibility criteria were executed by the firm? (attach work orders and completion certificates)	
9.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard)	
10.	Length of experience in the field	
9.	Experience in dealing in similar works with Govt. Departments (indicate the names of the Departments and attach copies of award of works/completion certificates)	
10	Whether agency profile is attached?	
11	List of present clients	
12	Financial turnover of the tendering company/firm/agency for the last 3 financial year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached).	

## FINANCIAL BID

(To be furnished online only. Offline bids are not acceptable under this contract)

TENDER NO:102/06/NIT/2020-21/2482-87

Date: 30.09.2021

To,  
The Executive Engineer,  
P&I Division, Central Water Commission,  
Quarter No-1064, TypeV,  
NH-IV, Faridabad-121001

**Subject: - Bid for “Fabrication and Installation of MS gauge post at various sites under Pancheswar Hydrological Observation Sub Division, CWC, Tanakpur, under Planning & Investigation Division, Faridabad” – Reg.**

Sir,

With reference to your tender published on CWC website dated on 30.09.2021 the subject mentioned above, I/We quote the rate for above mentioned work asunder:

S.No.	Description of work	Unit	Total Gauge Post to be Installed (in Nos.)	Unit Rate (in Rs.)	GST (in %)	Sub-Total Amount in Rs. (In figures)	Sub-Total Amount in Rs. (In words)
1	Fabrication and fixing of MS Gauge at river bank made of ISMC 100x50 M S Channel and 2 meter long embedded with 1:2:4 cement concrete block size 0.60 m x 0.60m x 0.50m (1 Cement : 2 Coarse sand : 4 graded stone aggregate 40 mm nominal size) over the 1:4:8 cement concrete size 0.80m x 0.80 m x 0.15 (1Cement : 4 Coarse sand : 8 graded stone aggregate 40 mm nominal size) and marking the Channel from bottom to top with synthetic enamel with standard metric gradation marking of 10 mm thickness in black & white alternately & Red synthetic enamel of 10 mm of width 10 mm at every 100 mm etc. complete as per drawing and direction of Engineer-in-Charge.						
1.1	For Rameshwar GDS Site	Nos	13				
1.2	For Purnagiri GDS Site	Nos	18				
1.3	For Rupaligad GDS Site	Nos	18				
1.4	For Dharchula Gauge Site	Nos	5				
1.5	For Jhulaghat Gauge Site	Nos	6				
Total Amount (including GST)							

**The above financial bid sheet is just for display, actual Financial bid will be submitted online as per the BOQ attached with the tender on CPPP portal.**

Contractors are required to fill the GST percentage in the attached BOQ on the e-procurement portal. If found blank, the rates shall be considered inclusive of GST, without any clarification from the bidder.

Any other points to be mentioned:

I/We accept all the terms and conditions of your Tender Notice referred to above. The above rate is inclusive of all Taxes payable to the Government except GST, which have been shown separately.

Yours faithfully,  
(Authorized Signatory) (with  
name/designation, contact No.&seal)

## **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 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, 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 his successors.
  - (v) The **Engineer-in-charge** means the Executive Engineer, P&I Division, CWC, Faridabad 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) The terms **Director General** includes Chief Engineer of the respective river basin of CWC.
  - (viii) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.
  - (ix) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, lockdown given the ongoing Covid-19 pandemic, 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 flood, 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.
  - (x) **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. (xi) 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 upto the date of receipt of the tender.
  - (xi) **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 upto the date of receipt of the tender.

(xii) **Department** means Central Water Commission (CWC) invites tenders on behalf of President of India as specified in schedule 'F'. **Central Water Commission** "CWC" means the organization headed by Chairman with headquarters at New Delhi and offices all over India.

(xiii) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.

(xiv) **Tendered value** means the value of the entire work as stipulated in the letter of award.

(xv) **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.

#### **Scope & Performance:**

3. 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 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. Any extra copies, if requested by the contractor, will be given on chargeable basis.

#### **Works to be carried out:**

4. The work 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. 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.

#### **Sufficiency of Tender:**

5. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works 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.

#### **Discrepancies and Adjustment of Errors:**

6. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions
  - 6.1 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.
    - (iv) CPWD Specifications.
    - (v) Indian Standard Specifications of B.I.S.
  - 6.2 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.

- 6.3 Any error in description, 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 drawings and specifications or from any of his obligations under the contract.

**Signing of Contract:**

7. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 7 days from the stipulated date of start of the work, sign the contract consisting of:
- (i) Tender Document issued to the contractor and duly submitted by him duly signed;
  - (ii) Amendments/Corrigendum to the tender document, if any;
  - (iii) Letter of the contractor submitting the tender;
  - (iv) Other letters of the contractor and the departmental officers that were exchanged before the tender is accepted;
  - (v) Rate and Amount of tender/bid quoted by the contractor;
  - (vi) General Conditions of Contract (GCC) published by CPWD with latest amendments/correction slips;
  - (vii) Letter of the Executive Engineer communicating acceptance of the tender;
  - (viii) Letter of the Executive Engineer regarding commencement of the work;
  - (ix) Performance security;
  - (x) Other letters of the contractor and the departmental officers that were exchanged after the tender is accepted till the time of signing of this Contract/Agreement;

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

**Interpretations:**

*Language:* Shall be English only for the purpose of the contract.

*Context:* The singular and plural shall be interchangeable as per the context of the contract.

**Contractor's responsibilities and obligations:**

- a. The work shall be carried out as per the direction & satisfaction of the Engineer-in-Charge i.e. Executive Engineer, PID, CWC, Faridabad. **The contractor shall take direction/instruction from Engineer-in-Charge only in writing on any matter regarding carrying out the work. Any consequence arising out of action taken by contractor on any direction/instruction taken from anyone other than Engineer-in-Charge shall be borne by contract or only.**
- b. The contractor shall be solely responsible for payment of levies and taxes due to the Government at the rates fixed by the Government.
- c. The contractor shall be solely responsible to follow all Rules & Regulations and Directions mentioned in General Conditions of Contract, 2020 (latest) and 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 thereto.
  - (b) C.P.W.D. Safety Code.
  - (c) Model Rules for the protection of health, sanitary arrangements for workers employed by CPWD or its contractors.
  - (d) CPWD Contractor's Labour Regulations.
  - (e) List of Acts and omissions for which fines can be imposed.

**Department's responsibilities and obligations:**

- The CWC will assist in access to sites and supervise the work.
- Approve Work Programme submitted by the contractor.
- Make payment for the work executed under the provision of contract.

**Taxes and Duties:**

The TDS and GST shall be deducted at source as per the prevailing Government rules from time to time and the necessary certificate to that effect shall be issued on request.

**Performance Guarantee/Security Deposit:**

**Earnest Money Deposit:** EMD is exempted for all the bidders as per GoI OM No. F.9/4/2020-PPD dated 12.11.2020. However the bidder has to submit the “Bid Security Declaration” form as attached with this tender

**Performance Guarantee:** Performance Guarantee for an amount equal to 3% of the tendered and accepted value of work (without limit) in the prescribed form valid up to 120 days beyond the date of expiry of the contract period should be submitted within 07 days of issue of the letter of acceptance.

**Security Deposit:** A sum @ 2.5% of the gross amount of the bill would be deducted from each running bill and as well as from the final bill of the contractor.

**Advances:** No advance payment will be made under this contract.

**Observance of Law:**

- a. The contract shall be construed and operated as an Indian contract and as per Indian law applicable from time to time.
- b. The parties to the contract shall protect and indemnify each other against all claims or liabilities arising from the action of violation of all such laws.
- c. The contractor shall observe all the labour and mercantile laws which may all not be mentioned below but are pertinent to this work.

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

**Disputes:** The decision of the *Department* shall be final regarding the quality and progress of work, the other aspects arising out of the work shall only be referred as disputes. The contractor may address its intension with evidence for the settlement of dispute in writing to the *Department*. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

**Settlement of Disputes:** The settlement of all the disputes of any kind arising out of the 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.



## SPECIAL CONDITIONS OF CONTRACT

1. Technical & Financial bids should be address to Executive Engineer, P&I Division, CWC, Faridabad, and submitted online through e-procure web site before due date andtime.
2. **Tender shall remain valid for a period of 90 (ninety) days from the date of opening.**
3. The Executive Engineer, PID, CWC, Faridabad does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders either in whole or in part without assigning any reasons for doing so.
4. Each page of the Tender Documents is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specifications, Special conditions etc. as laid down. Any tender with any of the documents not so signed will be rejected.
5. The tender submitted on behalf of a 'firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract otherwise the tender is liable to be rejected.
6. The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing, or unsigned the tender will be considered invalid
7. All erasures and alterations made while filling the tender must be attested by initials of the Tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender void. No request for any change in rule or conditions after the opening of the tender will been entertained.
8. The contractor must not assign the contract. He must not subject any portion of the contract except with the written consent of the Employer failing which the Employer may serve a notice in writing rescinding the contract whereupon the security deposit shall stand forfeited and at absolute disposal of the Employer.
9. Tenderer must include in their rates, sales tax, excise duty, octroi, VAT, etc., on work contract and any other tax and duty levied by the Central Govt or Local Body or any State Govt. if applicable. No claim in respect of any tax or levy shall be entertained by the Employer.
10. The successful tenderer is bound to carry out any items of work necessary for the completion of job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and the quantities, if needed, will be issued in writing by the Employer.
11. Prices shall remain firm and free from variations due to rise and fall in the cost of materials, machines and labour or any other reasons whatsoever whether during the stipulated period of execution or during extended period of completion.
12. Rate quoted shall be valid for six months after virtual completion of above work and additional works as may be required may be undertaken on quoted rated by the firms. The firm shall be bound to undertake the same at their quoted rates up to six months after virtual completion of above work. This period may be further extended after mutual agreement by both parties.
13. The agency shall aware themselves of the work before tendering.
14. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials procured by the contractor and nothing extra shall be payable to the contractor on their accounts.
15. The full nomenclature of items shall be adopted in preparing abstract of final bill in the measurement book and also in the bill form for final bill.

16. Within 10 days of award of work, the agency shall submit the method statement as how he proposes to execute the work with quality and specification, sequencing of Items etc. for approval of Engineer-in Charge.
17. The contractor, through his engineer, shall ensure quality work in a planned and time bound manner. Any sub-standard Material/Work beyond set out tolerance limits shall be summarily rejected by the Engineer-in-Charge.
18. The work shall be executed as per the reports, documents, drawings provided by the Engineer –in- Charge. No claim for idle labour shall be entertained, nor, any claim on account of the delay in completion of the work shall be liable.
19. Contractor has to complete the work within 90 days from issue of letter of commencement.
20. Contractor or his authorized representative should always be available at the office of Engineer In-charge for taking instructions etc. when called upon.
21. No payment will be made to the contractor for damage caused by rains, or other natural calamity during the execution of the works and no such claim on this account will be entertained.
22. **Work:** All work shall be supervised by the contractor including his duly authorized representatives. Contractor shall provide materials and workmanship to the best of their representative kind, and shall be fully responsible for executing the work as per prescribed specifications, latest BIS Codes of Practice and Drawings.
23. The Engineer-in-Charge will examine the work executed from the point of view of scope of work and specifications for the various items before the work is finalized. If during any of the visit, use of sub-standard material or improper workmanship is noted by the Engineer-in-Charge or his superiors, the same shall also be promptly rectified on getting a written notice to do so.
24. No escalation shall be paid to the contractor beyond the quoted rates under any circumstances.

**CONTRACT/AGREEMENT FORM**

This Contract/Agreement (Agreement no./2020-21/PID/Faridabad) made on the \_\_\_\_ day of \_\_\_\_ 2021 between the Executive Engineer (for and on behalf of the President of India), Planning & Investigation Division, Central Water Commission, Qtr. 1061-64, NH-IV, NIT, Faridabad, Haryana 121001 (name or address of the Department) (hereinafter called “the First Party”) and \_\_\_\_\_ (name and address of the contractor) (hereinafter called “the Second Party”). WHEREAS the First Party is desirous that the Contractor executes the work “Fabrication and Installation of MS gauge post at various sites under Pancheswar Hydrological Observation Sub Division, CWC, Tanakpur, under Planning & Investigation Division, Faridabad” (hereinafter called “the works”) and the First Party has accepted the Bid by the Second Party for a contract price of Rs. .... only.

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

1. In consideration of the payments to be made by the First Party to the Second Party is hereinafter mentioned, the Second party hereby covenants with the First Party for carrying out the works as mentioned in conformity in all aspect with the provisions of the contract. The First Party hereby covenants to pay the Second Party in consideration for the above-mentioned work.
2. The following documents shall be deemed to form and be read and construed as part of this contract, viz.:
  - a) Tender Document issued to the contractor and duly submitted by him after duly signed;
  - b) Amendments/Corrigendum to the tender document, if any;
  - c) Letter of the contractor submitting the tender;
  - d) Other letters of the contractor and the departmental officers that were exchanged before the tender is accepted;
  - e) Rate and Amount of tender/bid quoted by the contractor;
  - f) General Conditions of Contract (GCC) published by CPWD with latest amendments/correction slips;
  - g) Letter of the Executive Engineer communicating acceptance of the tender;
  - h) Letter of the Executive Engineer regarding commencement of the work;
  - i) Performance security;
  - j) Other letters of the contractor and the departmental officers that were exchanged after the tender is accepted till the time of signing of this Contract/Agreement;

IN WITNESS WHEREOF the parties have caused this Contract to be executed the day and year first before written. Binding signature of First Party Signed by \_\_\_\_\_  
(for and on behalf of the President of India)

Binding signature of Second Party signed by \_\_\_\_\_  
(for and on behalf of the \_\_\_\_\_ duly authorized vide resolution  
No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Director of \_\_\_\_\_  
In the presence of  
(Witnesses)

(1)

(2)

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

The President of India

WHEREAS..... (Name and address of the bidder) (hereinafter called “the bidder”) has undertaken, in pursuance of contract no..... dated ..... to **“Fabrication and Installation of MS gauge post at various sites under Pancheswar Hydrological Observation Sub Division, CWC, Tanakpur, under Planning & Investigation Division, Faridabad under P&ID, CWC, Faridabad”** (description of works and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the bidder 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 bidder such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the bidders, 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 bidder 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 ....., 2021.

.....  
(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 Letter Head)

Date:

To,

The Executive Engineer,  
Planning & Investigation  
Division, Central Water  
Commission, Faridabad.

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

**Tender Reference No:** NIT No. 102/06/NIT/2020-21/2482-87 dated 30.09.2021

**Name of Tender/Work:** "Fabrication and Installation of MS gauge post at various sites under Pancheswar Hydrological Observation Sub Division, CWC, Tanakpur, under Planning & Investigation Division, Faridabad under P&ID, CWC, Faridabad"

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: "Fabrication and Installation of MS gauge post at various sites under Pancheswar Hydrological Observation Sub Division, CWC, Tanakpur, under Planning & Investigation Division, Faridabad" **from the** \_\_\_\_\_  
\_\_\_\_\_ as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the tender document of above-mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your division/ organization, if any, too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your Division/ organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

## Form of Bid-Securing Declaration

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

Date:

Tender No: 102/06/NIT/2020-21/2482-87

dated 30.09.2021

To,

*The Executive Engineer,  
P&I Division, CWC, Faridabad*

We, the undersigned, declare that:

We know that the bid should be supported by a Bid Security Declaration in accordance with your conditions.

We accept to automatically be suspended from being eligible for bidding in any public contract during the validity period of above tender, if we are in breach of our obligation(s) under the bid conditions as below:

After having been notified of the acceptance of our bid by the Contracting Authority within the period of bid validity,

- 1) We withdraw or modify the bid or
- 2) We failed or refused to furnish a Performance Security in accordance with the tender document or
- 3) We failed or refused to sign the Contract or
- 4) We fail to execute the work

We know that this Bid-Securing Declaration will expire, if contract is not awarded to us, upon:

- 1) our receipt of your notification to us of the name of the successful Bidder; or
- 2) twenty-eight days after the expiration of our Bid or any extension to it.

Signed:

In the capacity of

Name:

Duly authorized to sign the bid for and on behalf of:

Dated on \_\_\_\_\_ day of \_\_\_\_\_ month, \_\_\_\_\_ year