



**Government of India  
Central Water Commission  
Snow Hydrology Division, Shimla**

**TENDER DOCUMENT**

**Tender for "Repair & Maintenance of M&A Directorate, Block-10 SDA  
Complex, Kasumpti, Shimla"**

**Last Date for Submission of e-Tender: 22/02/2019 (up to 16:00 hrs.)  
Due Date for Opening of e-Tender: 23/02/2019 (at 10:00 hrs.)**

Officer Inviting Tender:

**The Executive Engineer,  
Snow Hydrology Division, CWC,  
Block No. 29, SDA Complex,  
Kasumpti, Shimla (H.P) – 171009.**

Phone: (0177) 2623026, Fax: (0177) 2625253  
e-mail: eeshdcwc@yahoo.com

**Estimated cost:Rs. 3,77,500/-  
(Rupees Three Lakh Seventy-Seven Thousand Five Hundred Only)**

**(February 2019)**

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NIT No. 04/2018-19/SHD/Shimla  
TCIL Reference No. CWC-2019-TN000041

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
SNOW HYDROLOGY DIVISION, SHIMLA**

**Brief of Tender**

Cost of Tender Document	Rs. 500/- (Rupees Five Hundred only)
Start date for sale of tenders	From 10:00 hrs. on 06/02/2019
Last date for sale of tenders	Up to 16:00 hrs of 21/02/2019
Seek clarification period	From 06/02/2019 (10:00 hrs.) to 15/02/2019 (up to 16:00 hrs.)
Last date, time and place of online submission of tender	22/02/2019, 16:00 hrs. online through TCIL Web site
Mode of Submission of Tender	Electronic Tenders are to be submitted on TCIL's e-Tendering portal which can be accessed using URL <a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a>
Earnest Money Deposit to be submitted with the tender	Rs. 9000/- (Rupees Nine Thousand only) in form of Demand Draft drawn on a Scheduled Bank in favour of Executive Engineer, Snow Hydrology Division, CWC, Shimla or in any other forms as per CPWD works manual 2014 clause 19.4 (i) Cash up to 10,000 (ii) Treasury challan (iii) Deposit at call Receipt of a scheduled Bank guaranteed by the RBI (IV) Banker's cheque of a scheduled Bank (v) Fixed Deposit receipt (FDR) of a Scheduled Bank in favour of the Executive Engineer, Snow Hydrology Division, CWC, Shimla.
Date, time and place of opening of tender	23/02/2019, 10:00 hrs. in the office of the Executive Engineer, Snow Hydrology Division, CWC, Shimla.

**This tender document contains (46) pages including cover page & index page.**

**Issued to :**

**Date of Receipt of Tender fee :**

**Date of Issue :**

**Signature of the Issuing Authority :**

**Executive Engineer,  
Snow Hydrology Division,  
Central Water Commission,  
Block No-29, SDA Complex, Kasumpti,  
Shimla (H.P.) -171009  
Tel Ph: 0177-2623026, Fax: 0177-2625253  
E-mail: eeshdcwc@yahoo.com**

**NOTICE INVITING E-TENDER (Press Notice)**

The Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla on behalf of the President of India invites bid by e-tendering from the authorized/ registered service provider for the following works:

**NIT No. 04/2018-19/SHD/Shimla**

**TCIL Reference No. CWC-2019-TN000041**

S. No.	Name of work	Estimated cost (Rs.)	Earnest Money Deposit (EMD) (Rs.)	Cost of Tender Form (Rs.)	Completion Period
1	"Repair & Maintenance of M&A Directorate, Block-10 SDA Complex, Kasumpti, Shimla "	3,77,500/-	9000/-	500/-	20 days from Letter of Acceptance

E-tender will be available on TCIL web site URL <https://www.tcil-india-electronictender.com> from 06/02/2019 (10:00 hrs.) to 21/02/2019 (up to 16:00 hrs) for sale. For more details visit [www.cwc.gov.in](http://www.cwc.gov.in) & [www.eprocure.gov.in](http://www.eprocure.gov.in).

**-Sd-  
Executive Engineer  
Snow Hydrology Division,  
Central Water Commission, Shimla**

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
SNOW HYDROLOGY DIVISION**

Block No.-29 SDA Complex, Kasumpti, Shimla (H.P.) 171009  
Tel Ph: 0177-2623026: Fax No. 0177-2625253: email: eeshdcwc@yahoo.com

**NIT No. 04/2018-19/SHD/Shimla**

**Dated: 04/02/2019**

**NOTICE INVITING TENDER (NIT)**

The Executive Engineer, Snow Hydrology Division, Central Water Commission, Shimla invites online e-Tenders on behalf of President of India in two envelop comprising of Technical (eligibility criteria) and financial bid on item rate basis from eligible contractors for the following work:

**1. Name of work:** "Repair & Maintenance of M&A Directorate, Block-10 SDA Complex, Kasumpti, Shimla"

**Estimated Cost:** Rs. 3,77,500/- (Rupees Three Lakh Seventy Seven Thousand Five Hundred only).

**Earnest Money:** Rs. 9,000/- (Rupees Nine Thousand only).

**Period of Completion:** 20 days from issue of Letter of Acceptance.

**2. Eligibility criteria:**

A. The Contractor should be registered with CPWD, MES, H.P.P.W.D, Railways, Tele-Communication, H.P. Irrigation & P.H. Department or other Government bodies etc.

B. The Contractor must have valid PAN and GST registration at the time of submission of bid.

C. The Contractor must have executed works of similar nature in Central or State Government bodies/departments, Public Sector Undertakings, MES, Railways in the last 7 years ending December, 2018, each of minimum value as detailed below:

a) Three similar completed works (Construction, Repair & Maintenance of multi-storeyed buildings including distempering, painting, plastering, Electrical & Sanitary fitting, Wood work/Steel work for buildings etc.) costing not less than the amount equal to 40% of the estimated cost. (40% of 3,77,500/=1,51,000/- )

or

b) Two similar completed works (Construction, Repair & Maintenance of multi-storeyed buildings including distempering, painting, plastering, Electrical & Sanitary fitting, Wood work/Steel work for buildings etc.) costing not less than the amount equal to 50% of the estimated cost. (50% of 3,77,500/=1,88,750/- )

or

c) One similar completed work (Construction, Repair & Maintenance of multi-storeyed buildings including distempering, painting, plastering, Electrical & Sanitary fitting, Wood work/Steel work for buildings etc.) costing not less than the amount equal to 80% of the estimated cost. (80% of Rs 3,77,500/=3,02,000/-)

Similar works means works related to Construction, Repair & Maintenance of multi-storeyed buildings including distempering, painting, plastering, Electrical & Sanitary fitting, Wood work/Steel work for buildings etc.

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.

D. Average annual financial turnover of Rs. 8lakh in the previous 3 financial years ending 31 March 2018.

3. The tender forms and other details can be purchased from the O/o the Executive Engineer, Snow Hydrology Division, Central Water Commission, Block No-29, SDA Complex, Kasumpti, Shimla (H.P.) 171009 **on payment of Rs. 500/- through BharatKosh (NTRP)**. While using BharatKosh Ministry will be Water Resources, purpose will be Tender Document Cost, PAO Code 01872, DDO Code 101926. Payment can be made either using online banking or generating Challan and depositing through any bank. Challan can be generated during the period of sale of tender i.e from **06/02/2019 (10.00 hrs) to 21/02/2019 (Upto 16.00 hrs)**. The tender forms complete in all respects **should be submitted online by 16.00 hrs on 22/02/2019**. Last date & Time of receipt of queries pertaining to tender document is 15/02/2019 (up to 16.00 hrs.).

4. Tender can be freely downloaded from central procurement portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)), [www.cwc.nic.in](http://www.cwc.nic.in) and [www.tcil-electronictender.com](http://www.tcil-electronictender.com). But tender will be opened only after payment is made as per point (3) above as cost of tender.

5. The bids will be opened online on **23/02/2019 at 10:00 hrs** in presence of the tenders 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 Executive Engineer, Snow Hydrology Division, Central Water Commission, Block No. 29, SDA Complex, Kasumpti, Shimla-171009.

6. The NIT and tender can be downloaded from TCIL's e-Tendering portal with URL <https://www.tcil-india-electronictender.com> or [www.cwc.gov.in](http://www.cwc.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in). However, **in order to be able to participate in the tender it is mandatory to download official copy of tenders from <https://www.tcil-india-electronictender.com>**.

7. **Bids shall be accepted through e-procurement only at e-tendering portal of TCIL <https://www.tcil-india-electronictender.com>**

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 whom any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.

-Sd-  
Executive Engineer  
Snow Hydrology Division,  
Central Water Commission,

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION**

STATE : Himachal Pradesh  
CIRCLE : M&A Directorate  
DIVISION : Snow Hydrology Division  
ORGANISATION : Indus Basin Organization

**Item Rate Tender & Contract for Works**

Tender for the work of "Repair & Maintenance of M&A Directorate, Block-10 SDA Complex, Kasumpti, Shimla"

(i) Sale of Tender from 06/02/2019 (10.00 hrs.) to 21/02/2019 (up to 16.00 hrs.).

(ii) To be submitted online by 16.00 hrs. on or before 22/02/2019.

(iii) To be opened online in presence of tenderer (s) who may be present at 10.00 hours on 23/02/2019 in the office of *Executive Engineer*, Snow Hydrology Division, Block No. 29, SDA complex Kasumpti, Shimla (H.P) 171009.

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

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

Designation \_\_\_\_\_

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

**TENDER**

I/We have read and examined the notice inviting tender, Schedule A, B, C, D, E, & F, Specifications applicable, 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 and agree to abide by them.

I/We hereby tender for the execution of the work "Repair & Maintenance of M&A Directorate, Block-10 SDA Complex, Kasumpti, Shimla " for the period as specified in this tender " from the date of start of the work specified for the President of India within the time specified in schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for Ninety (90) days from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of Rs. 9,000/- (Rupees Nine Thousand only) is hereby submitted by way of .....dated ..... as Earnest Money Deposit (EMD). I further state that I shall deposit an amount equal to 5% of the tendered and accepted value of work (without limit) as Performance Guarantee in the prescribed form within 07 days of issue of the letter of acceptance. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the

said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely.

Further, if I/we fail to commence the work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Earnest Money absolutely and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit. I agree that the department shall deduct a sum @ 5% of the gross amount of the bill from each running bill, till the sum along with the sum already deposited as Earnest Money amounts to security deposit @ 5% of the tendered amount of the work.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

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

Dated.....

Signature of Contractor

Postal Address

Witness:

Address:

Occupation:



ACCEPTANCE

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

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

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

India

For & on behalf of the President of

Signature.....

Designation .....

Dated .....

## **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. 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, Snow Hydrology Division, Central Water Commission, Shimla (Department)* in writing at least 04 days before the last date of submission of tender/bid. 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 CPWD, MES, H.P.P.W.D, Railways, Tele-Communication, H.P. Irrigation & P.H. Department or other Government bodies etc.

B. The Contractor must have valid PAN and GST registration at the time of submission of bid.

C. The Contractor must have executed works of similar nature in Central or State Government bodies/departments, Public Sector Undertakings, MES, Railways in the last 7 years ending December, 2017, each of minimum value as detailed below:

a) Three similar completed works (Construction, Repair & Maintenance of multi-storeyed buildings including distempering, painting, plastering, Electrical & Sanitary fitting, Wood work/Steel work for buildings etc.) costing not less than the amount equal to 40% of the estimated cost. (40% of 3,77,500/=1,51,000/- )

or

b) Two similar completed works (Construction, Repair & Maintenance of multi-storeyed buildings including distempering, painting, plastering, Electrical & Sanitary fitting, Wood work/Steel work for buildings etc.) costing not less than the amount equal to 50% of the estimated cost. (50% of 3,77,500/=1,88,750/- )

or

c) One similar completed work (Construction, Repair & Maintenance of multi-storeyed buildings including distempering, painting, plastering, Electrical & Sanitary fitting, Wood work/Steel work for buildings etc.) costing not less than the amount equal to 80% of the estimated cost. (80% of Rs3,77,500/=3,02,000/-)

Similar works means works related to Construction, Repair & Maintenance of multi-storeyed buildings including distempering, flooring, painting, plastering, Electrical & Sanitary fitting, Wood work/Steel work for buildings etc.

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.

D. Average annual financial turnover of Rs8 lakh in the previous 3 financial years ending 31 March 2018.

### **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 forfeit 50% of the Earnest Money 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, and to forfeit the

whole of the Earnest Money if the tenderer/bidder, whose tender is accepted, 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. The validity period of EMD so submitted shall also be suitably extended by the tenderer/bidder. A tenderer may refuse the request for an extension of the period of validity of tender without getting his EMD forfeited.

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

The tenders shall be accompanied by Earnest Money Deposit (EMD) of Rs. 9,000/- (Rupees Nine Thousand) only in form of Demand Draft drawn on a Scheduled Bank in favour of Executive Engineer, Snow Hydrology Division, CWC, Shimla or in any other forms as per CPWD works manual 2014 clause 19.4 (i) Cash up to 10,000 (ii) Treasury challan (iii) Deposit at call Receipt of a scheduled Bank guaranteed by the RBI (IV) Banker's cheque of a scheduled Bank (v) Fixed Deposit receipt (FDR) of a Scheduled Bank in favour of the Executive Engineer, Snow Hydrology Division, CWC, Shimla, (vi) Bank Guarantee from a scheduled bank as per given proforma. Unsuccessful tenderer's EMD shall be returned as per rule and successful tenderer's EMD shall become part of Security Deposit and shall be discharged as per rules. The EMD shall be forfeited in the circumstances as given below:

- a. 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, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the Earnest Money absolutely.
- b. If the tenderer/bidder, whose tender is accepted, fails to commence the work in the prescribed time or abandons the work before its completion, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the Earnest Money absolutely.
- c. If tenderer (successful tenderer) fails to furnish the Performance Guarantee for an amount equal to 5% 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, within 07 days of issue of the letter of acceptance, the Earnest Money will be absolutely forfeited without any notice.
- d. If the contractor fails to commence the work specified within 05 days of issuance of letter for commencement of work, the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the Earnest Money absolutely.
- e. In case of forfeiture of Earnest Money as prescribed above, the tenderer shall not be allowed to participate in the retendering process of the work.
- f. No interest shall be paid by the Department on the EMD to any bidder, whether successful or unsuccessful.

A contractor exempted from depositing earnest money in individual cases, shall attach with the tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so. The tender submitted without specified Earnest Money, shall be summarily rejected and the corresponding bid shall not be opened.

#### **Opening of Tenders:**

The tender shall be opened online on 23/02/2019 at 10.00 hrs. in the office of the Executive Engineer, Snow Hydrology Division, Block No-29, SDA Complex Kasumpti, Shimla (H.P.) - 171009 in the presence of those tenderer/bidder or their authorised 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 understand the forms, terms and conditions and other details mentioned in the tender document.
- Rules/provisions of CPWD Works Manual 2014 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 favour 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.
- **The tenderer should visit the site and ascertain the local conditions, entry, traffic, restrictions, obstructions, if any, and also site conditions. Whether the tenderer visits the site or not, he is deemed to have visited the site and ascertained the entire site conditions. The tenderer shall allow in his tender for extras likely to be incurred due to such conditions. No claim shall be entertained on this account, under any circumstances from the contractor.**
- It is suggested that the tenderer may acquaint themselves with the requirement of the work before submitting the tender. Tenderer are advised to inspect and examine the locations of " M&A Directorate, SDA Complex Kasumpti Shimla " and satisfy himself with the site conditions, the means of access to the site, the accommodation they may require and in general obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. It is clarified that no charges shall be paid by department to bidders for making visit to these sites in order to acquaint themselves with the requirement of the work for submitting the 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 at page 40-41. 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, Snow Hydrology Division, CWC, Shimla (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 Water Resources. Any breach of this condition by the contractor would render his bid/Contract Agreement liable to be rejected.
- Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Contractor are advised to follow the instruction provided in the "Instruction to the contractor/Tenderer for the e-submission of the bids online through TCIL portal. The Tender notice is also available at [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.cwc.gov.in](http://www.cwc.gov.in)
- Tender who has downloaded the tender from the TCIL website URL <https://www.tcil-india-electronictender.com>, Central public Procurement Portal "(CPP) website <https://eprocure.gov.in> and [www.cwc.nic.in](http://www.cwc.nic.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 and EMD would be forfeited.
- Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>, and CWC website [www.cwc.gov.in](http://www.cwc.gov.in) and CPP website <https://eprocure.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 online** 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 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 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. 2015-16, 2016-17 and 2017-18.
  - f. Signed and Scanned copy of ITCC (copy of Income Tax Return filed for assessment year 2017-18).
  - g. Any other document in support of the Bid.
- ii. **Financial bid:** The following documents are to be **furnished online** 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.
- iii. **Before tender opening date** bidders are required to furnish following at the office of Executive Engineer, Snow Hydrology Division, Central Water Commission, block No. 29, SDA Complex, Kasumpti, Shimla.
  - a. Cost of the tender.
  - b. Earnest Money Deposit (EMD).
  - c. Signed Hard copies of documents in support of their bid.
  - d. Pass-phrase for opening of technical and financial Bids:- Pass phrase shall be supplied in one big sealed envelope containing two small sealed envelopes having passphrase for the technical & financial bids. 1<sup>st</sup> small Envelope shall clearly marked “pass-phrase for Technical bid” and 2<sup>nd</sup> small Envelope shall clearly marked as “pass-phrase for Financial bid”. Bigger envelope shall be marked as “pass –phrases for tender of providing manpower.

#### **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 and location of sites. The rates quoted by the tenderer shall take into account the cost of material, labour, tools, equipments, safety equipment, Transportation charges, Coolie charges and management necessary for execution of work.

- 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, SHD, CWC, Shimla.
- 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 totalling 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 (page 30-32 of this tender document). Any correction, overwriting etc should be duly initialled.
- f. Tendered rates are inclusive of the 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, SHD, CWC (whose decision shall be final and binding) attributable to delay in the execution of work within the control of contractor.
- g. 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 authorised representative of Government.
- h. The contractor shall, within a period of 30 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 (Press Notice)
- ii. Notice Inviting Tender (CPWD-6)
- iii. Item rate tender & Contract for Works (CPWD-8)
- iv. Format for Acceptance
- v. Schedules
- vi. Scope of Work
- vii. Information and Instructions to Tenderers/Bidders
- 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 (Eligibility Criteria)” and “Financial Bid” online. The specifications should be same as given in this tender or higher. Tenders must be submitted by the bidder online not later than the time and date specified in the NIT.

#### **Offline Submission:**

- (a) The **Cost of Tender Document** (copy of challan required) should be submitted in a sealed envelope addressed to the Executive Engineer, Snow Hydrology Division, Central Water Commission, Block No. 29, SDA Complex, Kasumpti, Shimla and duly marked as “Cost of Tender Document” on Top and must reach office of Executive Engineer well before last date of sale of tender.
- (b) The **EMD** should be submitted in a sealed envelope addressed to the Executive Engineer, Snow Hydrology Division, Central Water Commission, Block No. 29, SDA Complex, Kasumpti, Shimla and duly marked as “EMD” on Top and must reach office of Executive Engineer well before last date of submission of tender. Tenders of bidder whose EMD would not reach in time will not be opened online and will be archived.
- (c) **Signed Hard copies of documents** in support of their bid should be submitted in a sealed envelope addressed to the Executive Engineer, Snow Hydrology Division, Central Water Commission, Block No. 29, SDA Complex, Kasumpti, Shimla and duly marked as “Supporting Document” on Top and must reach office of Executive Engineer well before last date of submission of Tender.
- (d) **Pass-phrase for opening of technical and financial Bids:-** Pass phrase shall be supplied in one big sealed envelope containing two small sealed envelopes, 1<sup>st</sup> for pass-phrase for the technical bid & 2<sup>nd</sup> for pass-phrase for financial bids. Bigger envelope shall be marked as “pass –phrases for tender of Repair & Maintenance of M&A Directorate, Block-10 SDA Complex, Kasumpti, Shimla”.
  1. 1st small Envelope shall clearly marked “pass-phrase for Technical bid” and;
  2. 2nd small Envelope shall clearly marked as “pass-phrase for Financial bid”.

All of above envelopes should be kept in a bigsize envelope. This bigsize envelope should be addressed to the Executive Engineer, Snow Hydrology Division, Central Water Commission, Block No. 29, SDA Complex, Kasumpti, Shimla and duly marked as "OFFLINE DOCUMENT FOR TENDER FOR "REPAIR & MAINTENANCE OF M&A DIRECTORATE, BLOCK-10 SDA COMPLEX, KASUMPTI, SHIMLA" on Top and must reach office of Executive Engineer well before last date of submission of Tender.

The Purchaser 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 Purchaser and tenders preciously 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. Tenders unaccompanied by the Tender Security (EMD) shall be archived and will not be opened.

Financial Bids of only those bidders who are found technically acceptable (meeting the eligibility criteria) would be considered in the presence of tenderers of 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 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, Turn over 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.

**iv. 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 5% 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 favour of Executive Engineer, Snow Hydrology Division, CWC, Shimla valid up to 120 days beyond the date of expiry of the contract period. The contract period shall expire after 90 days 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 90 days shall be reckoned from the date of issue of letter of acceptance.



### **Special instructions to Bidders by TCIL for e-Tendering**

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Central Water Commission has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's Software is also referred to as Electronic Tender System® (ETS).

Benefits to tenderers are outlined on the Home-page of the portal.

### **Tender Bidding Methodology:**

Single Stage Envelope

#### **Broad Outline of Activities from Bidder's Perspective:**

Procure a Digital Signing Certificate (DSC)  
 Register on Electronic Tendering System® (ETS)  
 Create Marketing Authorities (MAs), Users and assign roles on ETS  
 View Notice Inviting Tender (NIT) on ETS  
 For this tender -- Assign Tender Search Code (TSC) to a MA  
 Download Official Copy of Tender Documents from ETS  
 Clarification to Tender Documents on ETS  
 Query to Central Water Commission (Optional)  
 View response to queries posted by Central Water Commission  
 Bid-Submission on ETS  
 Attend Public Online Tender Opening Event (TOE) on ETS  
 – Opening of relevant Bid-Part  
 Post-TOE Clarification on ETS (Optional)  
 – Respond to Central Water Commission Post-TOE queries  
 Attend Public Online Tender Opening Event (TOE) on ETS  
 Opening of relevant part (i.e. Financial-Part)  
 (Only for Technical Responsive Bidders)  
 Participate in e-Reverse Auction on ETS  
 For participating in this tender online, the following instructions are to be read carefully.  
 These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

### **Digital Certificates**

For integrity of data and authenticity/non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

### **Registration**

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ETS Helpdesk (as given below), to get your registration accepted/activated.

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk  
Telephone/ Mobile

Customer Support (0930 hrs to 1800 hrs,  
Monday to Friday except on gazetted holidays):  
+91-11-26202699 (Multiple lines)  
Emergency Support Mobile Numbers:  
+91-9868393775, 9868393717, 9868393792

E-mail ID

ets\_support@tcil-india.com

### **Some Bidding related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

Submission of Bid-Parts/ Envelopes

Single-Part

Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)

Submission of digitally signed copy of Tender Documents/ Addendum

Submission of General Terms and Conditions (with/ without deviations)

Submission of Special Terms and Conditions (with/ without deviations).

### **Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

### **CAUTION:**

All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available

to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

(Optional Text in EBI, depending upon the decision of the Buyer organization):

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Buyer Organization Name in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

OR

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

### **Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted on line by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

### **Other Instructions**

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance Center

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

### **SIX CRITICAL DO'S AND DON'TS FOR BIDDERS**

Specifically for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each bidder to remember and securely store the Pass Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'.

For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

**NOTE :** While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

**Minimum Requirements at Bidder's End**

Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP with Service Pack 3)

Broadband connectivity

Microsoft Internet Explorer 6.0 or above

Digital Certificate(s)

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## **SCHEDULES**

**SCHEDULE 'A'**- Schedule of quantities (Enclosed at page 25 of this Tender Document)

**SCHEDULE 'B'**- Not applicable

**SCHEDULE 'C'**- Not applicable

**SCHEDULE 'D'**- Not applicable

**SCHEDULE 'E'**- Reference to General Conditions of Contract

**Name of work:** "Repair & Maintenance of M&A Directorate, Block-10 SDA Complex, Kasumpti, Shimla"

**Estimated Cost:** Rs. 3,77,500/- (Rupees Three Lakh Seventy Seven Thousand Five Hundred) only.

**Earnest Money Deposit:** Rs. 9,000/- (Rupees Nine Thousand only)

**Security Deposit:** 5% of the tendered and accepted value of work

**Performance guarantee:** 5% of the tendered and accepted value of work

### **SCHEDULE 'F'**-

#### **General Rules & Directions:**

<b>Officer inviting tender:</b>	Executive Engineer, Snow Hydrology Division, Central Water Commission, Block No. 29, SDA Complex, Kasumpti, Shimla, (H.P.) 171009
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#### **Definitions:**

2(v) Engineer- in Charge:	Executive Engineer, Snow Hydrology Division, Central Water Commission, Block No. 29, SDA Complex, Kasumpti, Shimla (H.P.) 171009
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2(viii) Accepting Authority:	Director, Monitoring & Appraisal Directorate, Central Water Commission, Block No. 10, SDA Complex, Kasumpti, Shimla (H.P.) 171009
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2(x) Percentage on cost of materials and Labour to cover all overheads and profits.	15%
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2(xi) Standard schedule of rate	As per minimum wages act 1948 for salary.
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2(xii) Department:	Central Water Commission
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9(ii) Standard CPWD contract Form GCC 2014,  
CPWD Form 7/8 as modified & corrected upto: 31<sup>st</sup> December, 2018

#### **Clause 1**

(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	7 days
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ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period

provided in (i) above ..... \*\*\*

5 days\*

\*\*\* (1 to 15 days to be filled by NIT approving authority)

## Clause 2

Authority for fixing Compensation under clause 2.

Director, M&A Dte., CWC, Shimla.

## Clause 2A

Whether Clause 2A shall be applicable

No

## Clause 5

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

5 days

Mile Stone(s)

Not applicable

Time allowed for execution of work

20 days from the date of issue of Letter of Acceptance.

Authority to give fair and reasonable extension of time for completion of work

Executive Engineer, Snow Hydrology Division, Central Water Commission, Block No. 29, SDA Complex, Kasumpti, Shimla (H.P.) 171009

## Clause 6, 6A

Clause applicable - (6 or 6A)

Clause 6

## Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment

Rs. 1,00,000/-

## Clause 10A

Not applicable

List of testing equipment to be provided by the contractor at site lab.

1. ....

2. ....

3. ....

4. ....

5. ....

6. ....

## Clause 10B(ii)

Whether Clause 10 B (ii) shall be applicable

Yes

## Clause 10C

Component of labour expressed as percent of value of work = 30%

## Clause 10CA

Not applicable

S. No.	Materials Covered under this clause:	Nearest Materials (other than cement*, reinforcement bars, the structural steel and POL) for which All India Wholesale Price Index to be followed:	Base Price and its of corresponding period of all the Materialscovered under clause 10 CA**

\*includes Cement component used in RMC brought at site from outside approved RMC plants, if any.

\*\* Base price and its corresponding period of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price and its corresponding period.

#### Clause 10CC

Not applicable

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

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

Component of civil (except materials covered under clause 10CA) /Electrical construction value of work. - Xm ..... %

Component of Labour - expressed as percent of total value of work. Y ..... %

**Note :** Xm.....% should be equal to (100) - (materials covered under clause 10CA i.e. Cement, Steel, POL and other material specified in clause 10CA + Component of Labour

#### Clause 11

Specifications to be followed for Execution of work. As mentioned under the scope of work.

#### Clause 12

Type of work \*\*\* Maintenance work including electrical, sanitary fitting works and special repair in buildings

\*\*\*To be filled by NIT approving authority either Project and original work or Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration in buildings.

The items related to road work like upgradation/ improvement of footpath & central verge, improvement of carriage way by patch repair or annual/periodical repairs of road surface and A/R & M/O works pertaining to road shall be treated as maintenance work.

New road construction works and the strengthening of road surface shall be considered as original works.

12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work Beyond 50% of BOQ quantities

12.5 (i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in DSR and related items) Not applicable

(ii) Deviation Limit for items mentioned in earth work subhead of DSR and related items Not applicable

#### Clause 16

Competent authority for Deciding reduced rates. Not Applicable

#### Clause 18

Not applicable



**Clause 25**

Constitution of Dispute Redressal Committee (DRC)

Chairman – Chief Engineer, IBO, CWC, Chandigarh

Member – Superintending Engineer (C), IBO, CWC, Chandigarh

Member - Director (M&A), CWC, Chandigarh

**Clause 36**

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	Diploma	Civil Engineer	Junior Engineer	3 years	1	Rs. 5000/- per month	Rupees Five Thousand per month

**Clause 42**

Not applicable

\*\*\*\*\*

### **SCOPE OF WORK**

The Central Water Commission is having its office at "M&A Directorate, Block-10 SDA Complex Kasumpti Shimla ". The work consist of Tile flooring, Wall tiling, Replacement of Bath Room Fixtures etc. The estimated cost of the proposed work is Rs. 3,77,500/- (Rupees Three Lakh Seventy-Seven Thousand Five Hundred) only.

The work includes providing all materials, labour, tools, equipments, safety equipment management necessary for and incidental expenses for completion of the work. As these staff quarters are in hilly terrains, there is every possibility that materials required for the work are required to be shifted through coolies/labour.

Should any detail essential 'for efficient completion of the work' be omitted from the drawings and specifications it shall be the responsibility of the contractor to inform the Employer and to furnish and install such detail with Employer's concurrence, so that upon completion of the proposed work the same will be accepted and ready for use.

Employer may in their absolute discretion issue further drawings and or written instructions, details, directions and explanations, which are, hereinafter collectively referred to as "The Employer's instructions" in regard to:

a) The variation or modification of the design quality or quantity or works or the addition or omission or substitution of any work. b) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification. c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof. d) The demolition, removal and/or re-execution of any work executed by the Contractor. e) The dismissal from the work of any persons employed thereupon. f) The opening up for inspection of any work covered up. g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period).

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the work by the Employer shall if involving a variation be confirmed in writing to the contractor's within seven days. No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Employer as provided in respective clause of General Conditions of Contract.

All work is required to be executed as per direction and full satisfaction of Engineer-in-charge.

**SCHEDULE OF QUANTITIES, SPECIFICATIONS, TECHNICAL BID & FINACIAL BID**

**Schedule of Quantities**

**Name of Work: "Repair & Maintenance of M&A Directorate, Block-10 SDA Complex, Kasumpti, Shimla"**

**"Repair & Maintenance of M&A Directorate, Block-10 SDA Complex, Kasumpti, Shimla"**

**A: Civil Works**

Item No.	Description of Items	Unit	Quantity
1	Dismantling stone slab flooring laid in cement mortar including stacking of serviceable material and disposal of unserviceable material within 50 metres lead.(15.25 )	sqm	45.22
2	"Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS : 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), including grouting the joints with white cement and matching pigments etc., complete"		
	Size of Tile 500x500 mm(11.41.1)	sqm	162.62
3	"Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS:15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete. (11.36)"	sqm	11.07

**B: Sanitary Fitting & Water Supply Works**

Item No.	Description of Items	Unit	Quantity
4	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre combined and inbuild white vitreous china flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required:		
	W.C. pan with ISI marked white solid plastic seat and lid		

	White Colour, Floor Mounted 'S' Couple Suit Complete with inbuild white vitreous china flushing Cistern, Soft Close Seat Cover, & Fittings Material: Ceramic Trap Type: S Trap twin flush fittings and a smooth finish.Rectangular finish.(Example model-Cera Campbell S Trap White Ceramic Water Closet (Model No: 2098)	No.	1
5	"Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever required"		
	White Vitreous China Wash basin size 550x400 mm with a pair of 15 mm C.P. brass pillar taps (17.7.3)	No.	1
6	Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hard board backing :		
	Rectangular shape 1500x450 mm (17.32.4)	No.	1

**C: Potted Plants for office.**

Item. No.	Items	Unit	Quantity
7	Providing potted plants "crown top plastic made with plant height 2 ft. with plants Araucaria, Areca, Phoenix, Chemidora, Wasigtonia, Xanadu, Sellum and Nolina.	No.	27

### **SPECIFICATIONS**

1. Cement shall be of reputed make such as Birla, ACC, UltraTech, Ambuja etc.
2. Distempers, Paints, Primers of branded quality such as Asian Paints, Nerolac, Berger or equivalent shall be used.
3. All Electrical items such as switches, three pin plugs, light points etc. shall be Anchors/Havells or equivalent make.
4. All electrical wires shall be Havells/ Finolex make.
5. All Sanitary Fittings shall be Hindustan/Cera/Parryware or equivalent make.
6. For steel doors/wooden doors/canopy, contractor will submit drawings/Designs and get it approved by the engineer-in-charge before start of such works.
7. Wood shall be properly seasoned.
8. Finishing of distempered and painted area should be smooth.
9. Old doors and windows, which were needs to be replaced, shall be removed first. Rate quoted for doors/windows should be inclusive of cost of removal of old doors too.
10. Similarly, Tile work/plaster work also required removal of old plasters/tiles. Rate quoted for tile work/plaster work should be inclusive of cost of removal of old tiles/plasters too.
11. Where fresh tile work is there, Tile to be used should be got approved by Engineer-in-charge or his representatives.
12. Where repair of tile is there, similar tile is required to be used.
13. Factory made materials & Items shall be procured only from reputed & approved manufacturer or their authorized dealers.
14. All materials shall be got checked by the Junior Engineer-in-Charge of the works on receipt of the same at site before use.

### Technical Bid

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

Sl. 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 (Attach Photocopy as a proof)	<div style="display: flex; justify-content: space-around; align-items: center;"> <span>Yes</span> <span>No</span> <div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 10px;"></div> <div style="border: 1px solid black; width: 40px; height: 40px;"></div> </div>
Tick as applicable Registered with CPWD, MES, Railways or other Govt. of india organisations Registered with PWD, I&PH, or other State Govt. organisations Registered as firm Proprietorship/Any other category(please specify) Sister concern of.....(please specify name)		
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 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 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: NIT No. 04/2018-19/SHD/Shimla Dated 04/02/2019

With reference to the above tender, I hereby submit the financial bid for the above mentioned tender.

To,

The Executive Engineer,  
Snow Hydrology Division,  
Central Water Commission,  
Block No. 29, Kasumpti,  
SHIMLA-171009

**Subject :- Bid for "Repair & Maintenance of M&A Directorate,Block-10 SDA Complex Kasumpti Shimla " – Reg.**

Sir,

With reference to your tender published on TCIL website dated on **04<sup>th</sup> February, 2019** (TCIL Reference No. **CWC-2019-TN000041**) on the subject mentioned above, I/We quote the rate for above mentioned work as under:

**"Repair & Maintenance of M&A Directorate,Block-10 SDA Complex Kasumpti Shimla "**

**A: Civil Works**

Item No.	Description of Items	Unit	Quantity	Rate in Rs. (In Figures & in Words)	Amount in Rs.
1	Dismantling stone slab flooring laid in cement mortar including stacking of serviceable material and disposal of unserviceable material within 50 metres lead. (15.25)	sqm	45.22		
2	"Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS : 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), including grouting the joints with white cement and matching pigments etc., complete"				
	Size of Tile 500x500 mm (11.41.1)	sqm	162.62		



3	"Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS:15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete. (11.36)"	sqm	11.07		
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#### B: Sanitary Fitting & Water Supply Works

Item No.	Description of Items	Unit	Quantity	Rate in Rs. (In Figures & in Words)	Amount in Rs.
4	Providing and fixing white vitreous china pedestal type water closet (European type W.C. pan) with seat and lid, 10 litre combined and inbuild white vitreous china flushing cistern, including flush pipe, with manually controlled device (handle lever), conforming to IS : 7231, with all fittings and fixtures complete, including cutting and making good the walls and floors wherever required:				
	W.C. pan with ISI marked white solid plastic seat and lid				
	White Colour, Floor Mounted 'S' Couple Suit Complete with inbuild white vitreous china flushing Cistern, Soft CloseSeat Cover, &FittingsMaterial: CeramicTrap Type: S Trap twin flush fittings and a smooth finish.Rectangular finish.(Example model-Cera Campbell S Trap White Ceramic Water Closet (Model No: 2098)	No.	1		
5	"Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brasspillar taps, 32 mm C.P. brass				

	waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever required:"				
	White Vitreous China Wash basin size 550x400 mm with a pair of 15 mm C.P. brass pillar taps (17.7.3)	No.	1		
6	Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hard board backing :				
	Rectangular shape 1500x450 mm (17.32.4)	No.	1		

**C: Potted plants for office**

S. No.	Items	Unit	Quantity	Rate in Rs. (In Figures & in Words)	Amount in Rs.
7	Providing potted plants "crown top plastic made with plant height 2 ft. With plants Araucaria, Areca, Phoenix, Chemidora, Wasigtonia ,Xanadu, Sellum and Nolina.	No.	27		
	<b>Total for A+B+C=</b>				
	<b>CGST @ 6% of Total (A+B+C)</b>				
	<b>SGST @ 6% of Total (A+B+C)</b>				
	<b>Grand Total including GST</b>				
	Say Rupees				

Any other points to be mentioned:

I/We accept all the terms and conditions of your Tender Notice referred to above. Certified that the above quoted rate is in compliance with Minimum Wages Act and all the statutory provisions and rules as applicable. The above rate is inclusive of Service Tax or any other tax payable to the Government.

Yours faithfully,

(Authorised 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 Engineer Officer who shall supervise and be incharge 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, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.

(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 organisation 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.** Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

**4.** Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

**5.** The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings 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.

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

**6.** 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:**

**7.** 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:**

**8.** 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

**8.1** In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:

- (i) Description of Schedule of Quantities.
- (ii) Particular Specification and Special Condition, if any.
- (iii) Drawings.
- (iv) CPWD Specifications.
- (v) Indian Standard Specifications of B.I.S.

8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom 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:**

9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 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. **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 contractor 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 (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 annexures 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 make available all sites for work.
- Approve Work Programme / drawings / Designs 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:**

**Performance Guarantee:** Performance Guarantee for an amount equal to 5% 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:** Earnest Money Deposit (EMD) of successful tenderer/bidder will form the part of Security Deposit. A sum @ 5% of the gross amount of the bill from each running bill will be deducted till the sum alongwith the sum already deposited as Earnest Money equals to security deposit @ 5% of the tendered amount of the work.

#### **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, Snow Hydrology Division, Central water Commission, Block No. 29, SDA Complex, Kasumpti, Shimla and submitted online through TCIL web site before due date and time.
2. Pass Phrases for Technical & Financial Bids are case sensitive, hence pass-phrases should be written clearly. Central Water Commission will not be responsible for non opening of Technical or Financial bids due to non submission of correct pass phrases. Such bids will be archived and would not be considered.
3. Tender shall remain valid for a period of 90 (ninety) days from the date of opening of Financial bids.
4. The Executive Engineer, SHD, CWC, Shimla 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.
5. 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.
6. 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.
7. 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
8. 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 advice of any change in rule or conditions after the opening of the tender will be entertained.
9. The contractor shall carry out all the work strictly in accordance with the drawings/ Instructions of the Employer from time to time.
10. 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.
11. 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.
12. 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.
13. Prices shall remain firm and free from variations due to rise and fall in the cost of materials and labour or any other reasons whatsoever whether during the stipulated period of execution or during extended period of completion.
14. Item rates shall remain valid for avariations up to 50% of the quantity given in the schedule of quantities.
15. The contractor shall arrange for shifting of all furniture/ equipment or covering of items with polythene sheets etc to undertake the work of painting in the rooms and resetting of same shall be done after completion of painting in the rooms. All floors and walls should be left neat and clean after painting. All electrical switch board and electrical fitting shall be cleaned of splashes

of paint. All such cost shall be included in the rates quoted by the firms and nothing extra shall be paid on this account.

16. Rate quoted shall be valid for one year after virtual completion of above work and additional works as may be required may be undertaken on quoted rates by the firms. The firm shall be bound to undertake the same at their quoted rates up to one year after virtual completion of above work. This period may be further extended after mutual agreement by both parties.
17. Distempers, Paints, Primers of branded quality such as Asian Paints, Nerolac, Berger or equivalent shall be used.
18. For steel doors/wooden doors/canopy, contractor will submit drawings/Designs and get it approved by the engineer-in-charge before start of such works.
19. The agency is advised to inspect the site before tendering.
20. Unless otherwise provided in the Schedule of quantities the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account. Payment for centring, shuttering, however if required to be done for floor to floor heights greater than 3.5 m. shall be admissible at rates arrived at in accordance with clause-12 of the agreement if not already specified.
21. The contractor shall make his own arrangements for obtaining electrical service connection if required and make necessary payments directly to the department concerned.
22. 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.
23. 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.
24. In compliance of Clause 5.1 of GCC The contractor shall be responsible for any activity authorized or unauthorized going on within the site area handed over to him by the department for construction, development/maintenance or for any other purpose.
25. Within 15 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.
26. 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.
27. The work shall be executed as per the programme approved 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.
28. Contractor shall be allowed 5 days mobilization from the date of issue of letter of acceptance for the work.
29. The contractor or his authorized representative should always be available at the site of work to take instructions from department officers, and ensure proper execution of work.
30. 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.
31. The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants of adjacent properties and to the public in general and to prevent any damage to such properties .
32. Supervision of work: All work shall be supervised by the contractor including his duly authorized engineers/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

- 33.** 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.
- 34.** Factory made materials & Items shall be procured only from reputed & approved manufacturer or their authorized dealers.
- 35.** All materials shall be got checked by the Junior Engineer-in-Charge of the works on receipt of the same at site before use.

### CONTRACT/AGREEMENT FORM

This Contract/Agreement (Agreement No. 04/2018-19/SHD/Shimla) made on the \_\_\_\_\_ day of \_\_\_\_\_ 2018 between the Executive Engineer (for and on behalf of the President of India), Central Water Commission, Snow Hydrology Division, SDA Complex, Block No. 29, Kasumpti, Shimla-09 (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 "**Repair & Maintenance of M&A Directorate, Block-10 SDA Complex, Kasumpti, Shimla**") (hereinafter called "the works") and the First Party has accepted the Bid by the Second Party for a contract price of Rs. \_\_\_\_\_ (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 executing work of "Repair & Maintenance of M&A Directorate, Block-10 SDA Complex, Kasumpti, Shimla" in conformity in all aspect with the provisions of the contract.
2. The First Party hereby covenants to pay the Second Party in consideration for executing work of "Repair & Maintenance of M&A Directorate, Block-10 SDA Complex, Kasumpti, Shimla" the contract rate 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.
3. 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 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)

## Other Standard Forms

### Form 1 MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas

.....  
 (hereinafter called the "tenderer")  
 has submitted their offer dated..... for  
 executing the work of "Repair & Maintenance of M&A Directorate, Block-10 SDA Complex,  
 Kasumpti, Shimla "of

.....  
 (hereinafter called the "tender")  
 against the purchaser's tender enquiry No. **04/2018-19/SHD/Shimla dated 04/02/2019**, KNOW ALL  
 MEN by these presents that WE ..... of  
 ..... having our registered office at  
 .....  
 ..... are bound unto

.....  
 (hereinafter called the "Purchaser")  
 in the sum of.....  
 for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors  
 and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of  
 .....20.....

#### THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

This guarantee will remain in force upto and including 90 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

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

.....  
 Name and designation of the officer

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

## Form 2. MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

The President of India

WHEREAS ..... (name and address of the supplier) (hereinafter called "the contractor") has undertaken, in pursuance of contract no..... dated ..... to execute the work of "Repair & Maintenance of M&A Directorate, Block-10 SDA Complex, Kasumpti, Shimla").

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

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

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

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

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

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

.....  
Name and designation of the officer

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

**Form 3: TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,

The

Executive Engineer

Snow Hydrology Division,

Central Water Commission

Block No. 29, Kasumpti, Shimla.

**Sub: Acceptance of Terms & Conditions of Tender.****Tender Reference No:** NIT No. 04/2018-19/SHD/Shimla**Name of Tender / Work:** - "Repair & Maintenance of M&A Directorate, Block-10 SDA Complex, Kasumpti, Shimla"

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the tender document of above mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your Division/ organization, if any, too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.

5. In case any provisions of this tender are found violated, your Division/ organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)