



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

**TENDER DOCUMENT**

**Tender for "DISMANTLING OF ALUMINIUM PANELS, DOORS AND  
FLOORING AND MAKING NEW ROOM AT GROUND FLOOR OF MUSEUM  
UNDER M&E SUB DIVISION, NEW DELHI FOR THE YEAR 2020-21"**

Officer Inviting Tender:

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

**Estimated cost: Rs. 1,72,200/-  
(Rupees One Lakh seventy  
two thousand two hundred  
Only)**

**This document contains 37 pages.**

**(November 2020)**

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

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

**NIT No.: 102/06/NIT/2020-21/2673-77**

**dated 09.11.2020**

**NOTICE INVITING TENDER(NIT)**

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

**1. Name of work: “Dismantling of Aluminium Panels, Doors and Flooring and Making New Room at Ground Floor of Museum Under M&E Sub Division, B-5, Kalindi Bhawan, New Delhi For The Year 2020-21”**

**Estimated Cost: Rs. 1,72,200/- (Rupees One Lakh seventy two thousand two hundred Only).**

**Earnest Money: Rs. 3,444/- (Rupees Three Thousand four hundred forty four only).**

**Period of Completion:** 30 days from issue of letter of award of the work.

**Sale of Tender:** From 10.11.2020 (10:00Hrs)

**Online Submission of Bid:** From 19.11.2020 (1000 Hrs.) to 30.11.2020 (1000 Hrs.)

**Online Opening of Tender:** 01.12.2020 (1000 Hrs.)

**2. Eligibility criteria:**

- A. The Contractor should be registered with a valid registration certificate. Contractor should be registered with CPWD, MES, P.W.D, Railways, or other Government bodies/PSUs etc. or with any other reputed private agency.
- 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 or for the reputed private departments in the last 7 years ending March 2020 as per the value of each work as detailed below:
  - a) **Three** similar completed works (Dismantling of aluminum partitions /Building construction) costing not less than the amount equal to 40% of the estimated cost.  
or
  - b) **Two** similar completed works (Dismantling of aluminum partitions /Building construction) costing not less than the amount equal to 60% of the estimated cost.  
or
  - c) **One** similar completed work (Dismantling of aluminum partitions /Building construction) costing not less than the amount equal to 80% of the estimated cost.

Similar works means works related to Dismantling of aluminum partitions /Building construction/Floor Tiling work.

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

**3. Average annual financial turnover of Rs 1.50 Lakh in the previous 3 financial years (FY 2017-18, 2018-19, 2019-20).**

4. The **tender** forms and other details can be purchased from the O/o the Executive Engineer, Planning & Investigation Division, Central Water Commission, Qtr. No. 1061-64, NH-IV, NIT, Faridabad, Haryana 121001, **on payment of Rs. 500/- through Bharat Kosh or through A/C payee demand draft (Non-Refundable)** drawn on any schedule bank in favour of the **“Executive Engineer, Planning & Investigation, CWC, Faridabad”** payable at Faridabad from the date as mentioned in tender data sheets. The tender forms complete in all respects **should be submitted online** by the bid submission end date as mentioned in tender data sheet. Tender Fee and EMD amount is exempted for MSME contractors as per the **FAQ-11 of O.M No. F. No. 22(1)/2012-MA dated 24th October, 2016** of Ministry of MSME, Govt. of India, and Startup contractors as per the GoI Gazettee Notification dated 19.02.2019 issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, New Delhi.

**5. For Submission of EMD through BharatKosh following points should be duly followed**

- i) Select the quick payment option.
- ii) Ministry/department will be 002-water resources & purpose will be “Tender Document Cost”.
- iii) PAO will be 001872- PAO, CWC New Delhi, DDO will be 101909- Executive Engineer Planning & Investigation Division CWC, 1061-64/V, NH-IV, Faridabad, Haryana-121001
- iv) Remarks will be **“Dismantling of Aluminium Panels, Doors and Flooring and Making New Room at Ground Floor of Museum Under M&E Sub Division, B-5, Kalindi Bhawan, New Delhi for the Year 2020-21”**.

6. Tender can also be freely downloaded from central procurement portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)), and from [www.cwc.gov.in](http://www.cwc.gov.in) and But the bidder has to pay the tender fee the tender fee offline/online through BharatKosh.

7. Bids can be submitted only through online on Central Public Procurement Portal web site ([www.eprocure.gov.in](http://www.eprocure.gov.in)), as detailed under ITB (Instructions to bidders).

8. The bids will be opened online at the date mentioned in **Tender Data Sheet**. in presence of the bidders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in the office of EE, Planning & Investigation Division, CWC, Faridabad-121001.

**9. Bids shall be accepted through e-procurement only at e-tendering portal of CPPP.**

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

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

**प्रतिलिपी/Copy To:**

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

## Tender Data Sheet

Government e-Procurement System <a href="http://eprocure.gov.in">http://eprocure.gov.in</a>			
<b><u>TENDER INPUT FORM</u></b>			
<b>(A) Basic Details:</b>			
S.No	Item	Description	
1.	Tender Reference No.	102/06/NIT/2020-21/2673-77      Dated: 09.11.2020	
2.	Tender Type	Open	
3.	Form of Contract	Item Rate contract	
4.	No. of Covers	2 (Two Covers)	
5.	Tender Category	Works (Dismantling Services)	
6.	Allow Resubmission	No	
7.	Allow Withdrawal	Yes	
8.	Allow Offline Submission	No	
9.	Payment Mode	Offline / Online through BharatKosh	
9(a)	If Offline:	Instrument: <ol style="list-style-type: none"> <li>1. SS-Small Savings Instrument</li> <li>2. BG-Bank Guarantee</li> <li>3. BC-Bankers Cheque</li> <li>4. DD-Demand Draft</li> </ol>	
<b>(B) Cover Details:</b>			
	No. of Covers	Cover Type	Content
1.	Single Cover	Not Applicable	
2.	Two Covers	(a) Fee & Technical (b) Financial	Tender Fee, EMD & Technical Bid in one cover and Financial Bid in second cover
3.	3 Covers	Not Applicable	
4.	4 Covers	Not Applicable	
<b>(C) NIT Document (only .jpg and .pdf files are supported):</b>			
S.No	File Name	Type	
1.	NIT for Dismantling of Aluminum Panels, Doors and Flooring and Making New Room at Ground Floor of Museum Under M&E Sub Division, New Delhi	pdf	
<b>(D) Work Item Details:</b>			
S.No	Item	Description	
1.	Work Item Title	Dismantling of Aluminum Panels, Doors and Flooring and Making New Room at Ground Floor of Museum Under M&E Sub Division, New Delhi	
2.	Work Description	As per the Scope of Work mentioned in the tender document	
3.	Pre qual. Details	As per the NIT	
4.	Product/Work Category	Dismantling, Construction	
5.	Product Sub Category	Building Construction/ Dismantling	
6.	Contract Type	Item Rate Contracts	
7.	Tender Value	Rs. 1,72,200/- (Rupees one Lakh seventy two thousand two thousand only).	
8.	Bid Validity days If other, specify	90 days	
9.	Completion Periods in months	30 Days form the issue of letter of commencement	
10.	Location (Work/service/items)	Office of Central Water Commission, B-5, Qutab Institutional Area, Kalindi Bhawan, New Delhi-110016	
11.	Pin Code	110016	
12.	Pre Bid Meeting*	No	
	If Pre Bid Meeting is Yes	-	
	Pre Bid Meeting Place*	-	

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

**(E) Fee Details:**

1.	Tender Charges:	INR 500.00 (Five Hundred) only.
1(a)	Tender Fee	Full Exemption for MSME, Make in India and Startups.
1(b)	Tender Fee Payable To	Executive Engineer, Planning & Investigation Division, CWC, Faridabad
1(c)	Tender Fee Payable At	SBI, Neelam Chowk, Faridabad (Haryana)
1(d)	Processing Fee	NA
1(e)	Surcharges	NA
1(f)	Other Charges	NA
2.	EMD Fee	Fixed.
2(a)	If EMD Fee is Fixed	Yes
	EMD Amount:	Rs. 3444.00
	If EMD Fee is Percentage	2%
	EMD Percentage (%):	
3.	EMD Exemption Allowed	Full Exemption for MSME, Make in India and Startups.
3(a)	If EMD Exemption Allowed is Partial, EMD Exemption Percentage%	NA

**(F) Critical Dates:**

		Date (DD/MM/YYYY)	Time (Hrs.)
1.	Publishing Date	09/11/2020	18:00
2.	Document Sale Start Date	10/11/2020	10:00
3.	Seek Clarification Start Date	10/11/2020	10:00
4.	Seek Clarification End Date	18/11/2020	17:00
5.	Pre Bid Meeting Date	NA	NA
6.	Bid Submission Start Date	19/11/2020	10:00
7.	Bid Submission End Date	30/11/2020	10:00
8.	Bid Opening Date	01/12/2020	10:00

**(G) Bid Openers Selection:**

	Name/Description	Email ID
B01	Sh. Abhijeet Kashliwal, EE, PID	<a href="mailto:abhijeetkashliwal-cwc@nic.in">abhijeetkashliwal-cwc@nic.in</a>
B02	Sh. Manpal Singh, AD-II, PC	<a href="mailto:manpalsingh-cwc@gov.in">manpalsingh-cwc@gov.in</a>
B03	Sh. Mohit Kumar Gupta, JE, PID	<a href="mailto:mohitkgupta-cwc@gov.in">mohitkgupta-cwc@gov.in</a>
B04	Sh. S.C. Sachdeva, SDE, PID	<a href="mailto:scsachdeva-cwc@nic.in">scsachdeva-cwc@nic.in</a>
B05	Sh. Vijay Pant, JE, PID	<a href="mailto:vijaypant-cwc@gov.in">vijaypant-cwc@gov.in</a>

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

	Item	Contents (in pdf form)
1.	Registration Documents	a) Scanned copy of registration certificate of firm as per the eligibility criteria.
2.	Statutory Documents	a) Scanned copy of PAN CARD, and GST Registration Certificate of the firm.
3.	Experience	a) Signed and scanned copy of experience certificates of similar works of construction/dismantling works. b) Undertaking of No Blacklisting Certificate (Compulsory)

4.	Income Tax/ Turnover Related	a) Signed and scanned copies of ITR of Last Three FY.
5.	Acceptance Letter	Signed and scanned Technical Bid acceptance letter as per the Annexure-IV.
6.	Technical Bid Check List	To be filled and Signed & Scanned Copy is to be attached as per the Annexure-I.
7.	Financial Bid	As per the BOQ attached. (in .xls format)

Prepared by:

1. Javed, JE M&E, M&E, CWC, New Delhi
2. Rahul Gupta, SDE, M&E, CWC, New Delhi.
3. Manapal Singh, AD-II, PC, CWC, Faridabad

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

Date of Updation: 04/11/2020-2020

Seal of the Office of the TIA:

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION**

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

**Item Rate Tender & Contract for Works**

Tender for the work of: **“Dismantling of Aluminium Panels, Doors and Flooring and Making New Room at Ground Floor of Museum Under M&E Sub Division, B-5, Kalindi Bhawan, New Delhi for the Year 2020-21”.**

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

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

Designation \_\_\_\_\_

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



**ACCEPTANCE of Tender by Competent Authority**

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

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

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

For & on behalf of the President of India

Signature.....

Designation .....

Dated .....

## SCHEDULES

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

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

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

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

**SCHEDULE 'E'**- Applicable

<b>Name of work:</b>	<b>“Dismantling of Aluminium Panels, Doors and Flooring and Making New Room at Ground Floor of Museum Under M&amp;E Sub Division, B-5, Kalindi Bhawan, New Delhi for the Year 2020-21”.</b>
<b>Estimated cost of work:</b>	Rs. 172200/- (Rupees One Lakh Seventy Two Thousand Two Hundred only)
<b>Earnest Money Deposit:</b>	Rs. 3444/- (Rupees Three Thousand Four Hundred Forty Four only)
<b>Security Deposit:</b>	5% of the tendered and accepted value of work

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

<b>General Rules &amp; Directions:</b>	
<b>Officer inviting tender:</b>	Executive Engineer, Planning & Investigation, Division, Central Water Commission, Qtr. No. 1061-64, NH-IV, NIT, Faridabad, Haryana-121001.
<b>Definitions:</b>	
Engineer- in Charge:	Executive Engineer, Planning & Investigation, Division, Central Water Commission, Qtr. No. 1061-64, NH-IV, NIT, Faridabad, Haryana-121001
Accepting Authority:	Executive Engineer, Planning & Investigation, Division, Central Water Commission, Qtr. No. 1061-64, NH-IV, NIT, Faridabad, Haryana-121001
Percentage on cost of materials and Labour to cover all overheads and profits.	15%
Department	Central Water Commission
Standard schedule of rate	As per Delhi Analysis of Rates 2019
Standard CPWD contract form	CPWD form 8 as modified & corrected

<b>Clause 1:</b>	
Time allowed for submission of Performance Guarantee, programme chart (Time and progress ) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying there of from the date of issue of letter of acceptance	7 days for PG Submission
Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above .....	7 Days
<b>Clause 2: Compensation for delay</b>	
Authority for fixing Compensation under clause 2	SUPERINTENDING ENGINEER, PLANNING CIRCLE FARIDABAD
With maximum rate @ 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.	
Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.	
<b>Clause 5</b>	
Time allowed for execution of work	30 days from the date of the issue of the letter of commencement of the work
Authority to give fair and reasonable Extension of time for completion of work	Executive Engineer, Planning & Investigation, Division, Central Water Commission, Qtr. No. 1061-64, NH-IV, NIT, Faridabad, Haryana-121001
<b>Clause 11</b>	
Specifications to be followed for Execution of	As mentioned under the scope of work and in the

work.							
<b>Clause 12.2 &amp; 12.3:</b>							
<b>Deviation Limit beyond which clauses 12.2 &amp; 12.3 shall apply for all building works</b>				Beyond 30% of BOQ quantities			
<b>Clause 16</b>							
Competent authority for Deciding reduced rates				Not Applicable			
<b>Clause 25: Constitution of Dispute Redressal Committee:</b>							
i. (DRC) Chairman – Chief Engineer, YBO, CWC, New Delhi							
ii. Member – Superintending Engineer (C), YBO, CWC, New Delhi							
iii. Member - Superintending Engineer, Planning Circle, CWC, Faridabad							
<b>Clause 36:</b>							
S. No.	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figure	words
1	Diploma	Civil Engineer	Junior Engineer	3 years	1	Rs. 15000/- per month	Rupees Fifteen Thousand per month

**All the clauses relevant to the scope of the work will be applicable as per the provision in in the CPWD GCC 2020 for Construction Projects.**

## **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, P&I Division, Central Water Commission, Faridabad (Department)* in writing as per the dates mentioned in the tender data sheet. In case no such clarification is raised by the Tenderer/Bidder, it will be construed that all the requirement of the *Department* are understood by the contractor. **No communication in this regard shall be entertained at any stage of the work after opening of the tenders and during execution of the work.**

### **Eligibility criteria:**

- A. The Contractor should be registered with a valid registration certificate. Contractor should be registered with CPWD, MES, P.W.D, Railways, or other Government bodies/PSUs etc. or with any other reputed private agency.
- 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 or for private departments in the last 7 years ending August 2020, each of minimum value as detailed below:
  - a) Three similar completed works (Dismantling of aluminum partitions /Building construction) costing not less than the amount equal to 40% of the estimated cost.  
or
  - b) Two similar completed works (Dismantling of aluminum partitions /Building construction) costing not less than the amount equal to 60% of the estimated cost.  
or
  - c) One similar completed work (Dismantling of aluminum partitions /Building construction) costing not less than the amount equal to 80% of the estimated cost.

Similar works means works related to Dismantling of aluminum partitions /Building construction, dismantling of partitions.

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

Average annual financial turnover of Rs. 1.5 Lakh (Rupees One Lakh fifty thousand only) the previous 3 financial years (FY 2017-18, 2018-19, 2019-20).

### **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. 3,444/- (Rupees Three Thousand Four Hundred Forty Four) only in form of Demand Draft drawn on a Scheduled Bank **in favor of “Executive Engineer, P&I Division, CWC, Faridabad”** 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 favor of the Executive Engineer, P&I Division, CWC, Faridabad, (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. **Even after the award of the work, if firm belonging to MSME or Startup category who are exempted from submitting tender Fee and EMD, fails to take up the work within the stipulated time frame; the reasons of the same shall be furnished to Engineer-in-Charge in writing. The Engineer In-Charge at its discretion has full authority to take any necessary action against the firm (suspension, blacklisting etc.) based on the response received.**
- d. 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.
- e. 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.
- f. 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.
- g. 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 21/11/2020 at 10.00 Hrs in the office of the Executive Engineer, P&I Division, Central Water Commission, Quarter No-1061-64, Type V, NH-IV, Faridabad-121001 in the presence of tenderer/bidder or their authorized representative who choose to attend.

**General:**

- No tenderer shall be allowed to amend or withdraw any terms & conditions/parts or whole/quoted rates of its tender under any circumstances after the deadline for submission of the tender.
- The Department has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works.
- The tenderer are expected to understand the forms, terms and conditions and other details mentioned in the tender document.

- Rules/provisions of CPWD Works Manual 2019 and its subsequent amendments from time to time will be applicable/binding on all bidders and on successful bidder.
- In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney to be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
- Each tenderer is entitled to submit only one set of tender. The same contractor submitting more than one set of tender shall be automatically disqualified. The contractor shall not assign or transfer any interest or responsibility in whole or any part in 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 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 and a contract agreement will be prepared. The tenderer shall quote his rates as per various terms and conditions of the said form which shall form part of the agreement.
- No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor before expiry of a period of two years after his retirement from Government service, or without due permission from the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- The Contractor shall not be permitted to tender for works in the office of the Executive Engineer, P&I Division, CWC, Faridabad (responsible for award and execution of this work) in which his near relative is posted as Divisional Accountant or as an officer in any capacity with relevance to the said work. He shall also intimate the names of person who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the Central Water Commission or in the Ministry of Jal Shakti, Department of WR, RD&GR. Any breach of this condition by the contractor would render his bid/Contract Agreement liable to be rejected.
- Bids shall be submitted online only.
- Bidder who has downloaded the tender from the [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.cwc.gov.in](http://www.cwc.gov.in) shall not temper/modify the tender form including downloaded price bid template in any manner in case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- Intending tenderers are advised to visit again CWC website [www.cwc.gov.in](http://www.cwc.gov.in) at least 1 day prior to

closing date of submission of tender for any corrigendum /amendment.

- For the purpose of this tender the contract agreement with the successful tenderer shall comprise of:
  - a. The tender form and financial bid submitted by the tenderer online;
  - b. Tender document
  - c. Amendment to the tender document;
  - d. Post tender opening Correspondences both online and offline; and
  - e. Purchase's notification of award of the contract.

### **Submission of Tender Documents**

- i. **Technical bid:** The following documents are to be **furnished** in the **Technical Bid Part (i.e. Eligibility criteria)** by the Contractor along with bid as per the tender document:
  - a. Signed and scanned Technical Bid Check List as per tender document.
  - b. Signed and scanned copy of registration certificate of firm.
  - c. Signed and scanned copy of PAN and GST Registration Certificate of the firm.
  - d. Signed and scanned copy of work orders and completion certificates of similar works executed in support of eligibility as per the tender notice.
  - e. Signed and scanned copy of Balance Sheets for last three years i.e. 2017-18, 2018-19 and 2019-20 for turnover purpose.
  - f. Signed and scanned copy of ITCC (copy of Income Tax Return filed for assessment year 2020-21).
  - g. Any other document in support of the Bid.
- ii. **Financial bid:** The following documents are to be furnished in the **Financial bid part** by the Contractor along with bid as per the tender document:
  - a. Signed and scanned price schedule as per tender document.
- iii. **Before tender opening date** bidders are required to furnish following at the office of Executive Engineer, P&I Division, Central Water Commission, Quarter No-1064, Type V,NH-IV, Faridabad-121001.
  - a. Cost of the tender.
  - b. Earnest Money Deposit (EMD).
  - c. Signed Hard copies of documents in support of their bid.

### **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, equipment, GST & CPOH, safety equipment, Transportation charges, Coolie charges and any other managerial cost for execution of the above said works.

- a. All rates shall be quoted in Indian Rupees only.
- b. Before quoting the rates, bidder are requested to read carefully all terms & conditions, specifications, BOQ etc., In case of any doubt, he must get it clarified from EE, P&I Division, CWC, Faridabad.
- c. In case of discrepancy between unit rate and total rate, the unit rate shall prevail. In case of discrepancy between sub totals and the total, the sub totals shall prevail.
- d. The amount should be written both in figures and in words. In case of discrepancy between figures and words, the amount mentioned in words shall prevail. In case of discrepancy in totaling of unit rates, the unit rates shall prevail.
- e. Rates for each item shall be furnished in the format as given in the Financial Bid /schedule of rates as per the BOQ attached on the e-procurement portal. Any correction, overwriting etc. should be duly initialized. (signed).
- f. Tendered rates are inclusive of the GST, taxes and levis payable under the respective statutes. However pursuant to the constitution (46<sup>th</sup> Amendment) Act 1982, if any further tax of levy is imposed by the statue, after the date of receipt of tenders, and contractors shall be reimbursed the amount so paid, provided such payment, if any is not, in the opinion of Executive Engineer, PID, CWC (whose decision shall be final and binding) attributable to delay in the execution of work within the control of contractor.
- 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 there in.

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

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

- i. Notice Inviting Tender(CPWD-6)
- ii. Item rate tender & Contract for Works (CPWD-8)
- iii. Format for Acceptance
- iv. Schedules
- v. Scope of Work
- vi. Information and Instructions to Tenderers/Bidders
- vii. Schedule of Quantities, Technical & Financial Bid Format.
- viii. Terms & conditions of Contract
- ix. Other conditions
- x. Contract/Agreement format
- xi. Standard Form/ Proforma

### **Tendering process**

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

The tender shall be submitted online only.

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

#### **Online Submission:**

- (a) The **Cost of Tender Document** should be submitted in a sealed envelope addressed to the Executive Engineer, P&I Division, Central Water Commission, Quarter No-1064, Type V, NH-IV, Faridabad-121001 and duly marked as “Cost of Tender Document” on Top and must reach office of Executive Engineer at least 2 days before last date of submission of tender. If paid online the printout from the BharatKosh Portal will be submitted in the online bid.
- (b) The **EMD** should be submitted in a sealed envelope addressed to the Executive Engineer, P&I Division, Central Water Commission, Quarter No-1064, Type V, NH-IV, Faridabad-121001 and duly marked as “EMD” on Top and must reach office of Executive Engineer at least 2 days before the 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) **No Hard copies of documents will be submitted by the bidder. Only online submission on the CPP portal will be accepted. Only the cost of tender and EMD will be accepted offline/online through BharatKosh.**

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

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

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

The bids shall be opened online on the date and time mentioned in the NIT. Online bids



unaccompanied by the Tender Document Cost and Tender Security (EMD) shall be archived and will not be opened.

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

**iii. Evaluation of tenders:-**

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

- a) The Technical Bids (eligibility criteria) will be evaluated based on the document submitted by the bidder on Registration of Firm, availability of valid PAN and GST registration, similar completed works, track record, 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, and scrutiny of item wise rate.

**iv. Compensation for delay**

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

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

**v. Award of work:**

The successful bidder shall furnish, within 07 days of issue of the letter of acceptance of Tender, the Performance Guarantee for an amount equal to 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 favor of **“Executive Engineer, P&I Division, CWC, Faridabad” valid up to 120 days beyond the date of expiry of the contract period.** The contract period shall expire after 30 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 30 days shall be reckoned from the date of issue of letter of acceptance.

## **Instructions for Online Bid Submission**

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

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

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

### **REGISTRATION**

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

### **SEARCHING FOR TENDER DOCUMENTS**

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

## PREPARATION OF BIDS

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

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

## SUBMISSION OF BIDS

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

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

#### **ASSISTANCE TO BIDDERS**

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

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## **SCOPE OF WORK**

The existing Museum Hall consists of 02 Nos. of rooms having boundaries with aluminum/ gypsum partitions. Each of the room is of size/ floor area equal to 2.47m (L) x 2.55m (W) – Refer Drawing No. CWC-PID-M&E-001 titled ‘Layout of Existing Museum Floor’. The floor height of Museum is 3.4m (approx.). These aluminum/ gypsum temporary partition are altogether 06 in numbers (i.e. 06 Nos. of walls) that need to be dismantled without damage as these panels are proposed to be used again for construction of similar type of rooms / partition walls at other location inside the same Museum Floor. 02 Partition Walls (Aluminum/ Gypsum Panels) are of length 2.55m while remaining 04 are of length 2.47m. At the back side of this room, there are piling of old records, furniture (almirah, chairs etc.) which need to be cleared off and moved to a different place within lead distance of 50m. The floors are embedded with 04 Nos. of door closer springs which need to be removed. The existing mosaic tiles need to be removed and is to be replaced by vitrified tiles in an area having floor dimension of 7.8m x 4.95m & 5.25m x 1.75m and also at 4<sup>th</sup> Floor of building having carpet area equal to 45.34 sqm. CWC Drawings CWC-PID-M&E-002 titled “Layout of Museum Floor – Proposed Tile Work”.

The Scope of Work primarily includes:

1. Dismantling of Aluminum / Gypsum partitions, doors, windows, fixed glazing and false ceiling including disposal of unserviceable material and stacking of serviceable material within a lead of 50m.
2. Dismantling of Floor spring door closer embedded in floor and making good the floor with PCC.
3. Dismantling of existing mosaic tile work in floors and thereafter laying of cement mortar for thickness of tiles 10 mm to 25 mm.
4. Re-laying of dismantled mosaic floor with 600mmx 600mm Vitrified tiles in different sizes (thickness to be specified by manufacturer), over 12 mm thick bed of cement mortar 1:3 (1cement:3 coarse sand), jointing with grey cement slurry @3.3 kg/sqm including groting the joint with white cement & matching pigments etc. complete
5. Re-construction/ Re-assembling of the dismantled old aluminum panelled door & partition and fixing at the new location complete including fixing of 01 Nos. of floor spring as per the instruction of Engineer-in-charge.

The above Scope of Work shall be read in conjunction of Schedule of Quantities (Schedule-A of this tender) for clarity of understanding.

\*\*\*\*

**General Points to be noted in carrying out the above Scope of Work:**

1. 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.
2. 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. The opening up for inspection of any work covered up.
  - (f) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period).
3. 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.
4. All work is required to be executed as per direction and full satisfaction of Engineer-in-charge.

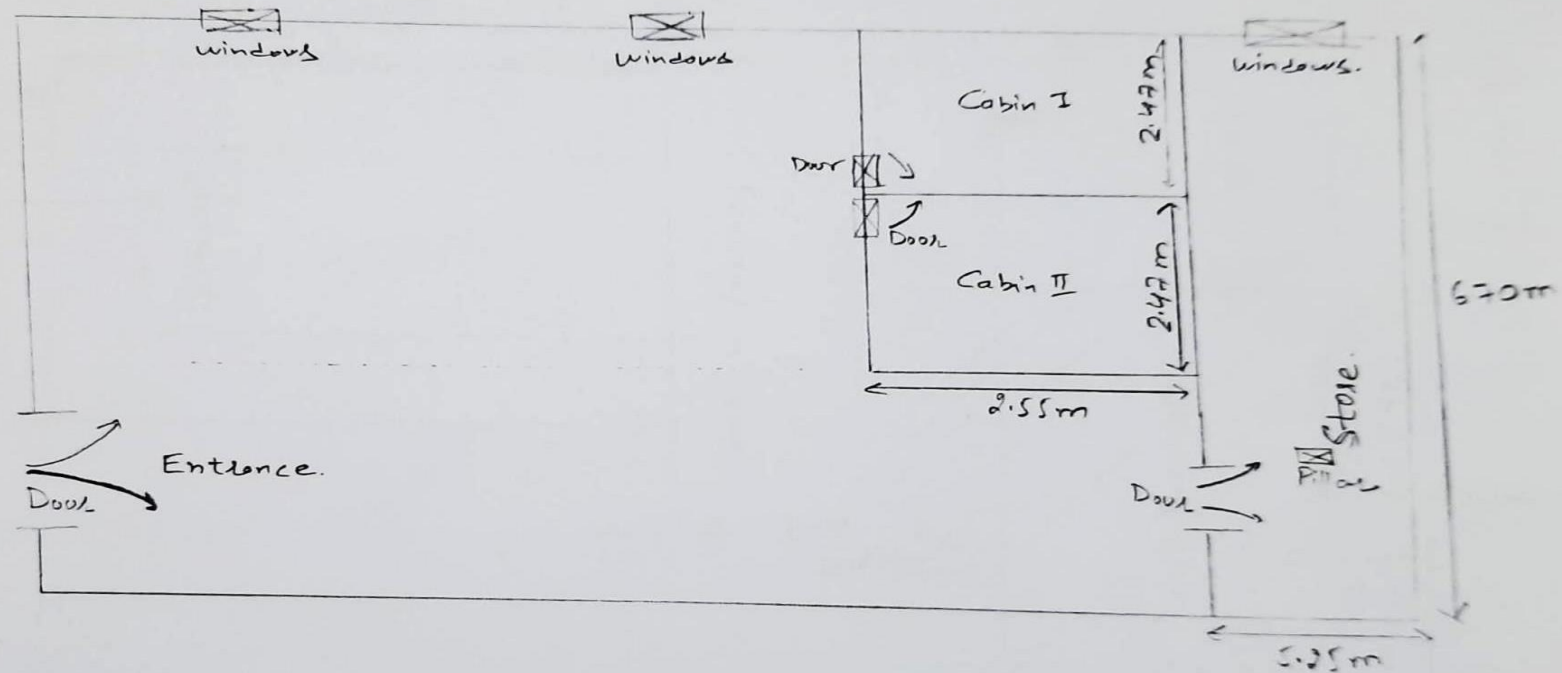
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CWC-PID-M&E-001 "Layout of Existing  
Museum Floor"

Existing plan

LAYOUT OF MUSEUM FLOOR

34m

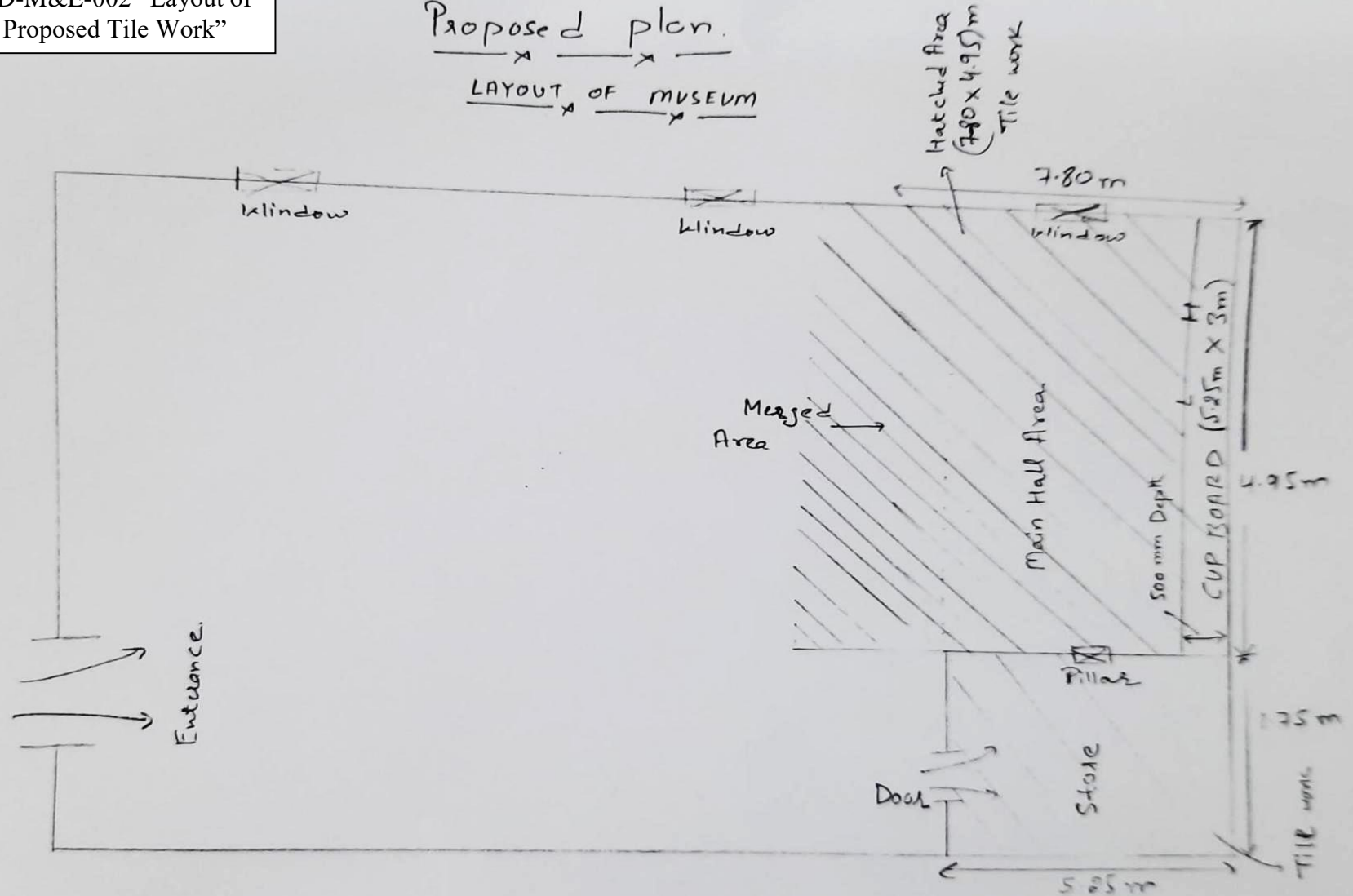


\* Not to Scale.

P. J. Q.  
10/2/2008  
18. NAB  
GWO

Drawings CWC-PID-M&E-002 "Layout of  
Museum Floor – Proposed Tile Work"

Proposed plan.  
LAYOUT OF MUSEUM



\* Not to Scale.

by  
14/11/2020  
CWO



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

**Name of Work:** “DISMANTLING OF ALUMINIUM PANELS, DOORS AND FLOORING AND MAKING NEW ROOM AT GROUND FLOOR OF MUSEUM UNDER M&E SUB DIVISION, NEW DELHI”

**SCHEDULE OF QUANTITY**

<b>S. No.</b>	<b>Description of Items</b>	<b>Quantity</b>	<b>Unit</b>
1	Dismantling of Aluminium / Gypsum partitions, doors, windows, fixed glazing and false ceiling including disposal of unserviceable material and stacking of serviceable material within 50 meters lead as directed by Engineer-in-charge.	50.15	Sqm
2	Dismantling of Floor spring door closer embedded in floor and making good the floor with PCC etc.	4	Nos.
3	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 meters lead. For thickness of tiles 10 mm to 25 mm.	49.35	Sqm
4	Reassembling the old aluminium panelled door and partitions and fixing at the new location complete including fixing of floor spring (02 Nos.) as per the instruction of Engineer-in-charge.	19.30	Sqm
6	Providing and laying Vitrified tiles in different sizes (thickness to be specified by manufacturer), with water absorption less than 0.08 % and conforming to I.S. 15622, of approved make, in all colours & shade, in skirting, riser of steps, over 12 mm thick bed of cement mortar 1:3(1cement:3 coarse sand), jointing with grey cement slurry @3.3 kg/sqm including groting the joint with white cement & matching pigments etc. complete. Size of Tiles 600x600 mm. Note:- 50.97 sqm work at Ground floor + 45.34 sqm work at M&E store.	96.31	Sqm

### TECHNICAL SPECIFICATIONS

1. Agency shall procure PPC conforming to IS: 1489 (Part 1) as required in the work from cement manufacturers of reputed make.
2. The Engineer-In-Charge or his representative may conduct quality checks on cement and water to be used for concreting (if need arises); on the basis of which EIC reserves the right of rejecting the material if found not confirming to BIS guidelines.
3. The Contractor may make use of the water and electricity available at the Site where work is to be carried out. However, the tenderer shall be responsible for arranging and maintaining at its own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents.
4. The water proofing compounds to be used in cement mix shall be in accordance to Bureau of Indian Standards (BIS). Contractor shall get the water proofing product and its make approved from Engineer-in-charge. However, this approval shall not exempt the contractor and specialized agency from responsibility for success of water proofing treatment done by him.
5. All joints shall be accurately fabricated and be hairline in appearance. The finished surface shall be free from visible defects.
6. All hardware used shall conform to the relevant specifications and as per samples approved by the Engineer-in-Charge. Design, quality, type, number and fixing of hardware shall be generally in accordance with BIS and as approved by the Engineer-in-Charge before use.
7. Vitrified tiles to be laid over the designated areas as specified in the scope of work should be of reputed make confirming to relevant BIS Standard.
8. Nuts, fittings, adhesives, door closure springs, hinges etc. and any other material to be purchased by the contractor for successful completion of the said work shall adhere to reputed firm/make/manufacture confirming to relevant BIS Standard.
9. The screws used for fixing fixed aluminum frames of the aluminum windows to masonry walls / RCC members and aluminum members to other aluminum members shall be of stainless steel of approved make and quality and of stainless steel grade 304. Threads of machine screws used shall conform to requirement of I.S. 4218.
10. Program chart showing all the important milestones such as (a) Complete dismantling of existing aluminum/ gypsum partitions (b) Laying of vitrified tiles in the designated area and (c) Re-assembling/Re-construction of aluminum frames for constructing new room, shall be provided by the contractor within 7 days after letter of award, so as to ensure completion of work within the given time frame as mentioned in this tender document.
11. Only after the approval of the material samples by the Engineer-in-Charge, the Contractor shall procure the material for the work. All materials brought to the site by the Contractor, for use in the work, as well as fabricated components shall be subject to inspection and approval by Engineer-in-Charge. The Contractor shall produce manufacturer's test certificates for any material or particular batch of materials supplied by him.
12. All work is required to be executed as per direction and full satisfaction of Engineer-in-charge.

**Annexure-I****Technical Bid Check List**

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

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

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

**FINANCIAL BID**

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

TENDER NO: 102/06/NIT/2020-21/2673-77

Date: 09.11.2020

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

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

**Subject:- Bid for " DISMANTLING OF ALUMINIUM PANELS, DOORS AND FLOORING AND MAKING NEW ROOM AT GROUND FLOOR OF MUSEUM UNDER M&E SUB DIVISION, NEW DELHI FOR THE FINANCIAL YEAR 2020-21" – Reg.**

Sir,

With reference to your tender published on CWC website dated on 06.11.2020 on the subject mentioned above, I/We quote the rate for above mentioned work asunder:

S. No.	Description of Items	Quantity	Unit	Rate	Amount (Rs.)
1	Dismantling of Aluminium / Gypsum partitions, doors, windows, fixed glazing and false ceiling including disposal of unserviceable material and stacking of serviceable material with-in 50 meters lead as directed by Engineer-in-charge.	50.15	Sqm		
2	Dismantling of Floor spring door closer embedded in floor and making good the floor with PCC etc.	4	Nos.		
3	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 meters lead. For thickness of tiles 10 mm to 25 mm	49.35	Sqm		
4	Reassembling the old aluminium panelled door and partitions and fixing at the new location complete including fixing of floor spring (2 Nos.) as per the instruction of Engineer-in-charge	19.3	Sqm		
5	Providing and laying Vitrified tiles in different sizes (thickness to be specified by manufacturer), with water absorption less than 0.08 % and conforming to I.S. 15622, of approved make, in all colours & shade, in skirting, riser of steps, over 12 mm thick bed of cement mortar 1:3(1cement:3 coarse sand), jointing with grey cement slurry @3.3 kg/sqm including groting the joint with white cement & matching pigments etc. complete. Size of Tiles 600x600 mm. Note:- 50.97 sqm work at Ground floor + 45.34 sqm work at M&E store.	96.31	Sqm		
	<b>Grand Total</b>				
<b>All rates quoted should be inclusive of GST</b>					

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

Any other points to be mentioned:

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

Yours faithfully,  
(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 in charge of the work and who shall sign the contract on behalf of the President of India as mentioned in Schedule 'F' hereunder.
  - (vi) **Government or Government of India** shall mean the President of India.
  - (vii) The terms **Director General** includes Chief Engineer of the respective river basin of CWC.
  - (viii) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.
  - (ix) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, lockdown given ongoing Covid-19 pandemic, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented 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 organization headed by Chairman with headquarters at New Delhi and offices all over India.
  - (xiii) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
  - (xiv) **Tendered value** means the value of the entire work as stipulated in the letter of award.
  - (xv) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

**Scope & Performance:**

3. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract. Any extra copies, if requested by the contractor, will be given on chargeable basis.

**Works to be carried out:**

4. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule- A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

**Sufficiency of Tender:**

5. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

**Discrepancies and Adjustment of Errors:**

6. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions
  - 6.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:
    - (i) Description of Schedule of Quantities.
    - (ii) Particular Specification and Special Condition, if any.
    - (iii) Drawings.
    - (iv) CPWD Specifications.
    - (v) Indian Standard Specifications of B.I.S.
  - 6.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
  - 6.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

**Signing of Contract:**

7. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 7 days from the stipulated date of start of the work, sign the contract consisting of:
  - (i) Tender Document issued to the contractor and duly submitted by him duly signed;
  - (ii) Amendments/Corrigendum to the tender document, if any;
  - (iii) Letter of the contractor submitting the tender;
  - (iv) Other letters of the contractor and the departmental officers that were exchanged before the tender is accepted;
  - (v) Rate and Amount of tender/bid quoted by the contractor;
  - (vi) General Conditions of Contract (GCC) published by CPWD with latest

- amendments/correction slips;
- (vii) Letter of the Executive Engineer communicating acceptance of the tender;
- (viii) Letter of the Executive Engineer regarding commencement of the work;
- (ix) Performance security;
- (x) Other letters of the contractor and the departmental officers that were exchanged after the tender is accepted till the time of signing of this Contract/Agreement;

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

#### **Interpretations:**

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

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

#### **Contractor's responsibilities and obligations:**

- a. The work shall be carried out as per the direction & satisfaction of the Engineer-in-Charge i.e. Executive Engineer, PID, CWC, Faridabad. **The contractor shall take direction/instruction from Engineer-in-Charge only in writing on any matter regarding carrying out the work. Any consequence arising out of action taken by contractor on any direction/instruction taken from anyone other than Engineer-in-Charge shall be borne by 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, 2020 (latest) and Standard C.P.W.D. Form as mentioned in Schedule 'F' consisting of:
  - (a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with 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 site 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 along with 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:** Not withstanding anything stated otherwise, all notices of this contract shall be in writing through registered post, speed post, personal or courier deliveries. The transmission by electronic data exchange (fax, email) shall be confirmed in writing. Any change in the address etc. shall be communicated within 10 days to the other party.

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

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



## SPECIAL CONDITIONS OF CONTRACT

1. Technical & Financial bids should be address to Executive Engineer, P&I Division, CWC, Faridabad, and submitted online through e-procure web site before due date and time.
2. **Tender shall remain valid for a period of 90 (ninety) days from the date of opening.**
3. The Executive Engineer, PID, CWC, Faridabad does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders either in whole or in part without assigning any reasons for doing so.
4. Each page of the Tender Documents is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specifications, Special conditions etc. as laid down. Any tender with any of the documents not so signed will be rejected.
5. The tender submitted on behalf of a 'firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract otherwise the tender is liable to be rejected.
6. The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing, or unsigned the tender will be considered invalid
7. All erasures and alterations made while filling the tender must be attested by initials of the Tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender void. No request for any change in rule or conditions after the opening of the tender will be entertained.
8. The contractor shall carry out all the work strictly in accordance with the drawings/ Instructions of the Employer from time to time.
9. 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.
10. 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.
11. 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.
12. 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.
13. Item rates shall remain valid for a variation up to 30% of the quantity given in the schedule of quantities.
14. 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 rated 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.
15. Cement of the reputed make shall be used confirming to IS 1489 Part-I.
16. The agency is advised to inspect the site before tendering.
17. 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.
18. 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.
19. 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.
20. 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.

21. Within 10 days of award of work, the agency shall submit the method statement as how he proposes to execute the work with quality and specification, sequencing of Items etc. for approval of Engineer-in-Charge.
22. 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.
23. 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.
24. Contractor shall be allowed 5 days mobilization from the date of issue of letter of acceptance for the work; however contractor has to complete the work within 30 days from issue of letter of commencement.
25. 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.
26. 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.
27. 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.
28. **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.
29. 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.
30. All materials shall be got checked by the Junior Engineer-in-Charge of the works on receipt of the same at site before use.
31. The work shall be carried out during office hours, preferably from 09:00 Hrs to 18:00 Hrs.
32. No escalation shall be paid to the contractor beyond the quoted rates under any circumstances.

## **CONTRACT/AGREEMENT FORM**

This Contract/Agreement (Agreement no. \_\_\_\_\_/2020-21/PID/Faridabad) made on the \_\_\_\_\_ day of \_\_\_\_\_ 2020 between the Executive Engineer (for and on behalf of the President of India), Planning & Investigation Division, Central Water Commission, Qtr. 1061-64, NH-IV, NIT, Faridabad, Haryana 121001 (name or address of the Department) (hereinafter called “the First Party”) and \_\_\_\_\_ (name and address of the contractor) (hereinafter called “the Second Party”). WHEREAS the First Party is desirous that the Contractor executes the work “Dismantling of Aluminium Panels, Doors and Flooring and Making New Room at Ground Floor of Museum Under M&E Sub Division, New Delhi for the Financial Year 2020-21” (hereinafter called “the works”) and the First Party has accepted the Bid by the Second Party for a contract price of Rs. .... only.

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

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

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

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

(1)

(2)

**MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

To,

The President of India

WHEREAS..... (Name and address of the bidder) (hereinafter called “the bidder”) has undertaken, in pursuance of contract no..... dated ..... to **“Dismantling of Aluminium Panels, Doors and Flooring and Making New Room at Ground Floor of Museum Under M&E Sub Division, New Delhi for the Financial Year 2020-21”** (description of works and services) (herein after called “the contract”).

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

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

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

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

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

This guarantee shall be valid until the ..... day of ....., 2020.

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

.....  
Name and designation of the officer

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

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,

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

**Sub: Acceptance of Terms & Conditions of Tender.****Tender Reference No:** NIT No. 102/06/NIT/2020-21/2673-77 dated 09.11.2020

**Name of Tender/Work: "Dismantling of Aluminium Panels, Doors and Flooring and Making New Room at Ground Floor of Museum under M&E Sub Division, New Delhi for the Financial Year 2020-21"**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: "Dismantling of Aluminium Panels, Doors and Flooring and Making New Room at Ground Floor of Museum Under M&E Sub Division, New Delhi for the Financial Year 2020-21" **from the** \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the tender document of above mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your Division/ organization, if any, too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality /entirely.
5. In case any provisions of this tender are found violated, your Division/ organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)