



भारत सरकार
GOVERNMENT OF INDIA
केंद्रीय जल आयोग
CENTRAL WATER COMMISSION

**E- Tender for PAINTING OF OFFICE BUILDING AT SITE KALANAUR, MAWI,
BAGHPAT & KARNAL UNDER UPPER YAMUNA DIVISION, CENTRAL WATER
COMMISSION, NEW DELHI**

NIT NO: 04/2022-23/UYD/DELHI
CPP Ref. No.

Officer inviting Tender:

**Executive Engineer,
Upper Yamuna Division,
Central Water Commission,
B-5, Kalindi Bhawan, Qutab Institutional Area, New Delhi-110016**

COST OF TENDER DOCUMENT: Rs. 500/-

Date of Sale of Tender: 05/08/2022(17:00 Hrs) to 05/09/2022 (up to 17.00 Hrs)
Last date for online submission of e-Tender: 05/09/2022 up to 17:00 Hrs
Date of opening of e-Tenders: - 07/09/2022 at 14:30 Hrs

**Estimated cost: Rs. 5,08,505/- (Rupees Five Lakh Eight Thousand Five
Hundred Five) Only**

Certified that this tender document contains 49 Pages including this page.

(August, 2022)



**Executive Engineer
Upper Yamuna Division**

Phone: (011) 26868120, Fax: (011) 26565579

E-mail: uydybo-cwc@nic.in

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NIT No. 04/2022-23/UYD/New Delhi
CPP Reference No.

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
UPPER YAMUNA DIVISION, NEW DELHI**

Brief of Tender

Cost of Tender Document	Rs. 500/- (Rupees Five Hundred only) (Startup, MSEs & MSMEs are exempted from payment of Tender cost)
Estimated Cost	Rs. 5,08,505/- (Rupees Five Lakh Eighty Thousand Five Hundred Five) Only
Start date for sale of tenders	From 17:00 Hrs. On 05/08/2022
Last date for sale of tenders	Up to 17:00 Hrs. of 05/09/2022
Last date, time and place of online submission of tender	05/09/2022, 17:00 Hrs. online through CPP Portal's Web site and Offline Documents directly or by post in the office of the <i>Executive Engineer, UYD, CWC, New Delhi</i>
Mode of Submission of Tender	Electronic Tenders are to be submitted on CPP portal, which can be accessed using URL https://eprocure.gov.in .
Earnest Money Deposit to be submitted with the tender	Rs. 10170.00 (Startup, MSEs & MSMEs are exempted from payment of EMD)
Performance Guarantee	3% of the Awarded cost
Date, time and place of opening of tender	07/09/2022, 14:30 Hrs. in the office of the <i>Executive Engineer, Upper Yamuna Division, CWC, New Delhi.</i>

This tender document contains (49) pages including cover page & index page

Issued to :

Date of Receipt of Tender fee :

Date of Issue :

Signature of the Issuing Authority :



**Executive Engineer
Upper Yamuna Division,
Central Water Commission,
B-5, Kalindi Bhawan,
Qutab Institutional Area,
New Delhi -110016
Tel Ph: 011-26868120, Fax: 011-2656557
E-mail: uydybo-cwc@nic.in**



**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
UPPER YAMUNA DIVISION**

Kalindi Bhawan, B-5, Tara Crescent, Qutub Institutional Area, New Delhi -110016
Tel Ph.: 011-26868120, Fax: 011-2656557, email: uydybo-cwc@nic.in

NIT No. 04/2022-23/UYD/New Delhi
CPP Reference No.

Dated:

NOTICE INVITING TENDER (NIT)

The Executive Engineer, Upper Yamuna Division, Central Water Commission, New Delhi 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:** "Painting of Office Building at site Kalanaur, Mawi, Baghpat & Karnal under Upper Yamuna Division, Central Water Commission, New Delhi.
2. **Estimated Cost:** Rs. 5,08,505/- (Rupees Five Lakh Eight Thousand Five Hundred Five) Only
3. **Earnest Money:** Rs. 10170.00 (Startup, MSEs & MSMEs are exempted from payment of EMD)
4. **Performance Guarantee:** 3% of the awarded cost.
5. **Period of Completion:** 70 days from commencement of the work.

6. Eligibility criteria:

- A. The Contractor should be registered with CPWD, MES, State P.W.D, Railways, Tele-Communication, 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 June, 2021, each of minimum value as detailed below:

a) Three similar completed work/ Repair/ Maintenance costing not less than the amount equal to 40% of the estimated cost. (40% of 5,08,505/- = 2,03,402/-)

or

b) Two similar completed work/ Repair/ Maintenance costing not less than the amount equal to 60% of the estimated cost. (60% of 5,08,505/- = 3,05,103/-)

or

c) One similar completed work/ Repair/ Maintenance costing not less than the amount equal to 80% of the estimated cost. (80% of 5,08,505/- = 4,06,804/-)

Similar work means Civil works executed for construction of Buildings, Roads, Boundaries, Drains, Approach path 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.10 lakh in the previous 3 financial years ending 31 March 2022.

7. The tender forms and other details can be downloaded from CPP portal with **payment of Rs. 500/- through A/C payee demand draft (Non-Refundable)** drawn on any schedule bank in favour of the Executive Engineer, Upper Yamuna Division, CWC, New Delhi payable at New Delhi **from 05/08/2022(17.00 hrs) to 05/09/2022 (Up to 17.00 hrs)**. The tender forms complete in all respects



should be submitted online by 17.00 hrs on 05/09/2022. Last date & Time of receipt of queries pertaining to tender document is 05/09/2022 (up to 17:00 hrs.).

8. Tender can be freely downloaded from central procurement portal (www.eprocure.gov.in), www.cwc.nic. But tender will be opened only after payment is made as per point (3) above as cost of tender.

9. The bids will be opened online on 07/09/2022 at 14:30 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 EE, UYD, CWC, B-5, Kalindi Bhawan, Qutab Institutional Area, New Delhi-110016.

10. The NIT and tender can be downloaded from CPP e-Tendering portal with URL www.eprocure.gov.in or www.cwc.gov.in. However, **in order to be able to participate in the tender it is mandatory to download official copy of tenders from www.eprocure.gov.in**. E-tender will be available on CPPP website URL <https://eprocure.gov.in/eprocure/app> Or www.cwc.gov.in from 05/08/2022(17:00 hrs) to 05/09/2022 up to 17:00hrs.

11. Bids shall be submitted online only at CPPP website URL <https://eprocure.gov.in/eprocure/app>. Tenderer/Suppliers are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through CPP portal.

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
Upper Yamuna Division,
Central Water Commission,



[Handwritten Signature]

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

STATE : New Delhi
CIRCLE : Hydrological Observation Circle, Vaishali
DIVISION : Upper Yamuna Division
ORGANISATION : Yamuna Basin Organization

Item Rate Tender & Contract for Works

Tender for the work of: - "Painting of Office Building at site Kalanaur, Mawi, Baghpat & Karnal under Upper Yamuna Division, Central Water Commission, New Delhi.

(i) Sale of Tender from 05/08/2022(17.00 hrs) to 05/09/2022 (Up to 17.00 hrs).

(ii) To be submitted online by 17:00 hours on or before 05/09/2022.

(iii) To be opened online in presence of tenderer (s) who may be present at 14.30 hours on 07/09/2022 in the office of Executive Engineer, Upper Yamuna Division, B-5, Kalindi Bhawan, Qutab Institutional Area, New Delhi-110016.

Issued to: _____
(Contractor)

Signature of officer issuing the documents _____

Designation _____

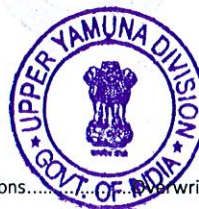
Date of Issue _____

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 "Painting of Office Building at site Kalanaur, Mawi, Baghpat & Karnal under Upper Yamuna Division, Central Water Commission, New Delhi. 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.



I/we understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

I/we accept that I/we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of three year starting on starting on expiry of bid validity period, if I am in breach of our obligation(s) under the bid conditions, because I:

- (a) have withdrawn my Bid during the period of bid validity specified in the Letter of Bid; or
- (b) Having been notified of the acceptance of my Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

I/we further state that I shall deposit an amount equal to 3% 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 suspend the agency for being eligible for bidding in any contract with the Purchaser for the period of time of three years.

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 suspend the agency for being eligible for bidding in any contract with the Purchaser for the period of time of three years and forfeit the said performance guarantee absolutely.

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 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:



This page has.....Corrections.....Deletions.....Insertions.....Overwriting

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)

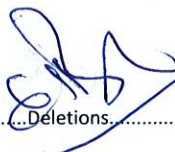
(c)

For & on behalf of the President of India

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, Upper Yamuna Division, Central Water Commission, New Delhi (Department)* in writing at least 03 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, State P.W.D, Railways, Tele-Communication, 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, and Railways in the last 7 years ending June, 2021, each of minimum value as detailed below:
 - a) Three similar completed work/ Repair/ Maintenance costing not less than the amount equal to 40% of the estimated cost. (40% of 5,08,505/- = 2,03,402/-)
 - or
 - b) Two similar completed work/ Repair/ Maintenance costing not less than the amount equal to 60% of the estimated cost. (60% of 5,08,505/- = 3,05,103/-)
 - or
 - c) One similar completed work/ Repair/ Maintenance costing not less than the amount equal to 80% of the estimated cost. (80% of 5,08,505/- = 4,06,804/-)

Similar work means Civil works executed for construction of Buildings, Roads, Boundaries, Drains, Approach path 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 10 lakh in the previous 3 financial years ending 31 March 2022.

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 suspend the agency for being eligible for bidding in any contract with the Purchaser for the period of time of three years in following cases:

1. 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.
2. Having been notified of the acceptance of his Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.



(Signature)

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

Earnest Money Deposit (EMD):

Earnest Money Deposit amounting to Rs. 10170.00 should be submitted along with Technical bid. EMD amount shall be forfeited if,

- (i) A Bidder withdraws/modify its tender during the period of tender validity i.e. till the date of award of the tender; or
- (ii) In case of a successful Bidder, if the Bidder fails:
 - a) to sign the contract within 15 (fifteen) days of the issuance of the notification for award of tender; or
 - b) To furnish the specified performance security within time specified.

Opening of Tenders:

The tender shall be opened online on 07/09/2022 at 14:30 hrs in the office of the Executive Engineer, Upper Yamuna Division, CWC, B-5, Kalindi Bhawan, Qutub Institutional Area, New Delhi-110016 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 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 of Office Building at site Kalanaur, Mawi, Baghpat & Karnal 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 42-43. 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, Upper Yamuna Division, CWC, New Delhi (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 CPPP website URL <https://eprocure.gov.in/eprocure/app> 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 CPP portal. The Tender notice is also available at www.cwc.gov.in
- Tender who has downloaded the tender from the CPPP website URL <https://eprocure.gov.in/eprocure/app> and 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 suspend the agency for being eligible for bidding in any contract with the Purchaser for the period of time of three years.
- Intending tenderers are advised to visit again CPPP website URL <https://eprocure.gov.in/eprocure/app> and CWC website 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 online** in the **Technical bid part** (i.e. Eligibility criteria) by the Contractor along with bid as per the tender document:

1. Signed and scanned copy of Registration of the firm
2. Signed and scanned copy of PAN number of the tenderer.
3. Signed and scanned copy of GST number of the tenderer.
4. Signed and scanned copy of completion certificate of similar work executed by the firm during last seven years in support of their claim that firm is eligible for bidding.
5. Signed and scanned copy of average annual turnover of last three financial years.
6. Signed and scanned copy of ITR, Balance sheet of last three assessment years.
7. Signed and scanned copy of undertaking that agency should not be blacklisted/ debarred/ banned for bidding by any government department or PSUs during last five years.
8. Signed and scanned Technical Bid as per tender document.
9. Signed and scanned copy of Tender Acceptance Letter as attached at page-49 of tender document.
10. Signed and scanned copy of bid security & Tender Cost deposits.
11. Any other document in support of the Bid.

- ii. **Financial Bid:** The following documents are to be furnished online as the financial bid part by the Contractor along with bid as per the tender document:

1. Filled BOQ in xls format without any modification. (As uploaded on website with tender document).

- iii. **Before tender opening date** bidders are required to furnish following at the office of Executive Engineer, Upper Yamuna Division, Central Water Commission, B-5, Kalindi Bhawan, Qutab Institutional Area, New Delhi-110016.

- a. Cost of the tender.
- b. Signed Copy of Bid Security & tender cost deposits.

Purchase Preference Policies of the Government

Unless otherwise stipulated in Bid data Sheet, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:



- 1.) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
- 2.) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- 3.) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or
- 4.) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the Bid data Sheet.

Make in India Order

Orders issued by the Government of India regarding eligibility to participate and for purchase preference to "Local Suppliers" to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement, as detailed below.

Categories of Local Suppliers

Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the service procured (excluding net domestic indirect taxes) minus the value of imported content in the service/ incidental Goods (including all customs duties) as a proportion of the total value, in percent):

- 1) 'Class-I local Supplier' with local content equal to or more than that prescribed in TIS or 50% if not prescribed.
- 2) 'Class-II local Supplier' with local content equal or more than that prescribed in TIS or 20% if not prescribed, but less than that applicable for Class-I local Supplier.
- 3) 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.

Eligibility Restrictions based on Reciprocity.

If so stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. The term entity of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

Eligibility to participate

- 1) Minimum local content for eligibility to participate: Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the following conditions.
- 2) Classes of Local Suppliers eligible to Participate: Based on the Make in India Policy, classes of local/ non-local Suppliers eligible to participate in the tender shall be declared in Bid data Sheet/ Schedule of Requirements. If not so declared, only Class-I and Class-II local Suppliers shall be eligible to participate and not non-local Suppliers.

Thresholds

- 1) Following thresholds shall be declared in the Tender Document.

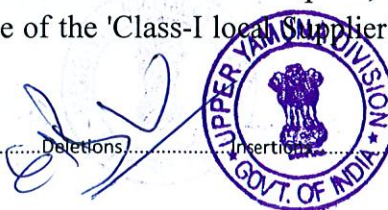


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- a) **Minimum local content for Contractor classification:** Local content percentage prescribed to qualify as Class-I or Class-II local Suppliers for various products
 - b) **Minimum local content for eligibility to participate:** Minimum local content percentage prescribed for eligibility for a bid to be considered.
 - c) **The margin of purchase preference:** The bid price quoted by Class-I Local Supplier should be within this percentage from the L-1 price quoted by Non-local or Class-II bidders for being eligible for purchase preference.
- 2) If not so declared, the default threshold shall be as follows:
- (a) Local content for eligibility for Class-I; Class-II local Suppliers and Non-local Suppliers shall be 50% and above; 20% and above but less than 50%; and less than 20%, respectively.
 - (b) Minimum local content for eligibility to participate shall be 50%,
 - (c) The margin of purchase preference shall be 20%

Purchase preference to Class-I local Suppliers

- 1) Where the Services are divisible by nature:
 - a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1.
 - b) If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L-1. After that, the lowest bidder among the 'Class-I local' whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.
- 2) Where the Services are not divisible, and in the procurement of Services where the bid is evaluated on price alone:
 - a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract shall be awarded to L-1.
 - b) If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price.
 - c) If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of



purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.

- 3) Where parallel contracts are to be awarded to multiple bidders: In Bids where parallel contracts are to be awarded to multiple bidders subject to matching of L-1 rates or otherwise, the 'Class-I local Supplier' shall get purchase preference over 'Class-II local Supplier' as well as 'Non-local Supplier', as per following procedure:
 - a) If there is sufficient local capacity and competition for the service to be procured, as notified by the nodal Ministry, only Class I local Suppliers shall be eligible to bid. As such, the multiple Contractors, who would be awarded the contract, should be all and only 'Class I, Local Suppliers'.
 - b) In Bids, other than those mentioned above, 'Class II local Suppliers' or both 'Class II local Suppliers' and 'Nonlocal Suppliers' may also participate in the tender process along with 'Class I Local Suppliers'. If 'Class I Local Suppliers' qualify for the contract award for at least 50% of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents. However, in case 'Class Local Suppliers' do not qualify for the contract award for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the 'Class I local Supplier' over 'Class II local Suppliers'/'Non-local Suppliers' provided that their quoted rate falls within the margin of purchase preference of the highest bid considered for award of contract. To ensure that the 'Class I Local Suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity, first purchase preference has to be given to the lowest among such eligible 'Class-I local Suppliers', subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class-I local Suppliers' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such 'Class-I local Supplier', and so on.

Verification of local content and violations:

- 1) The 'Class-I local Supplier'/'Class-II local Supplier' at the time of tender, bidding, or solicitation shall be required to indicate the percentage of local content and provide self-certification that the service offered meets the local content requirement for 'Class-I local Supplier'/'Class-II local Supplier', as the case may be.
- 2) In cases of procurement for a tender value above Rs. 10 crores, the 'Class-I local Supplier'/'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.
- 3) Complaints about Local content declarations may be made through the channels of Procuring Entity. Procuring Entities and Nodal Ministries may prescribe fees for such complaints.



- 4) Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

Manufacture under license/ technology collaboration agreements with phased indigenization

- 1) If so, declared in Bid data Sheet, foreign companies shall enter into a joint venture with an Indian company to participate.
- 2) The Procuring Entity reserves its right, but without being under any obligation to do so, to grant exemption from meeting the stipulated local content to Bidders manufacturing indigenously a product developed abroad under a license from a foreign manufacturer (who holds intellectual property rights) under a technology collaboration agreement/ transfer of technology agreement with a precise phasing of increase in local content. Bidder must obtain such an exemption letter and submit it along with his bid to avail such an exemption.

Information to be provided by Bidders regarding Make in India policy

Bidder shall provide required self-declaration as detailed in **Form 1.1 – Eligibility Declarations:**

- 1) Self-declaration of their local content (and required certificate, in case of procurements above Rs 10 Crores) and their status as Class-I/ Class-II/ Non-local Supplier and their eligibility to participate as per this clause.
- 2) If the Tender Document indicates countries identified as not allowing Indian companies to participate in their Government procurement, then a declaration that they are not an 'Entity' of such countries (as per criteria of the FDI Policy of DPIIT as amended from time to time) and are therefore eligible to participate in this tender.
- 3) If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof.

Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply to this procurement.

Registration of MSEs

- 1) MSEs interested in availing such benefits must enclose in Form 1.1 with their offer the Udhyam Registration Certificate with the Udhyam Registration Number as proof of their being MSE registered on the Udhyam Registration Portal. The certificate shall be of latest but before the deadline for the bid submission.
- 2) MSEs shall be treated as owned by SC/ ST or women entrepreneurs:
 - (a) The proprietor(s) shall be SC/ ST or women In proprietary MSEs
 - (b) At least 51% shares shall be held by the SC/ ST or women partners in a partnership MSEs.



- (c) At least a 51% share shall be held by SC/ ST or women promoters in Private Limited Companies MSEs.

Support to MSEs

- 1) Tender sets shall be provided free of cost to MSEs.
- 2) MSEs shall be exempted from payment of Earnest Money. (as per ITB-clause 11 below, they shall be required only to submit Bid Security Declaration)

Purchase Preference to MSEs

The Procuring Entity reserves its option to give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises. If an MSE bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price. In case of more than one such eligible MSE, this 25 percent quantity shall be distributed proportionately among these bidders.

Support to Start-up Enterprises

Definition of Start-up Enterprises

- 1) As defined by DPIIT, an entity shall be considered as a 'Start-up':
 - a) Upto a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and
 - b) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees, and
 - c) The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.
- 2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.
- 3) A Start-up so identified under the above definition shall be required to obtain and submit along with his bid a certificate of an eligible Start-up from the inter-Ministerial Board of Certification to obtain support.

Support to Start-ups

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

- 1) **Exemption from submission of Bid Security:** Such Start-ups shall be exempted from payment of Earnest Money. (as per ITB-clause 11 below, they shall be required only to submit Bid Security Declaration)



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- 2) **Relaxation in Prior Turnover and Experience:** The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications (ITB clause 3.13). The decision of the Procuring Entity in this regard shall be final. The decision of the Procuring Entity in this regard shall be final.



SCHEDULES

SCHEDULE 'A'- Schedule of quantities (Enclosed at page 21 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: "Painting of Office Building at site Kalanaur, Mawi, Baghpat & Karnal"
under Upper Yamuna Division, Central Water Commission, New Delhi.

- 2. Estimated Cost:** Rs. 508505/- (Rupees Five Lakh Eight Thousand Five Hundred Five) Only
- 3. Earnest Money:** Earnest Money Deposit- The earnest money deposit amounting to Rs. 10170.00 should be submitted Rs. 10170.00 (Startup, MSEs & MSMEs are exempted from Submission of EMD)
- 4. Performance guarantee:** 3% of the awarded cost.
- 5. Security Deposit:** 2.5% of awarded cost.

SCHEDULE 'F'-

General Rules & Directions:

Officer inviting tender: Executive Engineer, Upper Yamuna Division,
Central Water Commission, B-5, Kalindi Bhawan,
Qutub Institutional Area, New Delhi-110016

Definitions:

2(v) Engineer- in Charge: Executive Engineer, Upper Yamuna Division,
Central Water Commission, B-5, Kalindi Bhawan,
Qutub Institutional Area, New Delhi-110016

2(viii) Accepting Authority: Superintending Engineer, Hydrological Observation
Circle, Vaishali

2(x) Percentage on cost of materials and Labour to cover all overheads and profits. 15%

2(xi) Standard schedule of rate Delhi Schedule of Rates,
2(xii) Department: Central Water Commission

9(ii) Standard CPWD contract Form GCC 2014,
CPWD Form 7/8 as modified & corrected upto: 31st December, 2020

Clause 1

(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance 7 days

ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above ***

15 days*

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



Clause 2

Authority for fixing Compensation

Superintending Engineer, Hydrological Observation Circle, Vaishali.

Under clause 2.

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

7 days

Mile Stone(s)

Not applicable

Time allowed for execution of work

70 days from the date of issue of Letter of commencement.

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

Executive Engineer, Upper Yamuna Division, Central Water Commission, B-5, Kalindi Bhawan, Qutub Institutional Area, New Delhi-110016

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

not applicable

Clause 10A

not applicable

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

1. Equipment for testing of Water supply pipe lines 2.

3.

4.

5.

6.

Clause 10B(ii)

Whether Clause 10 B (ii) shall be applicable

NO

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 Materials covered 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

Xm %

Value of work. -

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 ***

Painting and Plaster.

***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.

Superintending Engineer, Hydrological
Observation Circle, Vaishali

Clause 18

Not applicable



Clause 25

Constitution of Dispute Redressal Committee (DRC)

Chairman – Superintending Engineer, HOC, CWC, New Delhi

Member – Executive Engineer, UYD, CWC, New Delhi

Member – A.E.E./SDE (UYD, HQ)

Clause 36

Sl 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 work consist of "Painting of Office Building at site Kalanaur, Mawi, Baghpat & Karnal under " under Upper Yamuna Division, Central Water Commission, New Delhi. The estimated cost of the proposed work is Rs. 5,08,505/- (Rupees Five Lakh Eighty Thousand Five Hundred Five) Only.

The work include providing all materials, labour, tools, equipments, safety equipments 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.



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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, labor, tools, equipment's, 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, UYD, CWC, New Delhi.
- 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 (page 31) of this tender document). Any correction, overwriting etc. should be duly initialed.
- f. Tendered rates are inclusive of the taxes and Levis payable under the respective statues. However pursuant to the constitution (46th 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, UYD, 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 authorized 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 (46th Amendment) Act, 1982 give a written notice thereof to the Engineer- in - Charge that the same is given pursuant to this condition, together with all necessary information relating therein.

Contents of Tender Document:

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

- i. Notice Inviting Tender (CPWD-6)
- ii. Item rate tender & Contract for Works (CPWD-8)
- iii. Format for Acceptance
- iv. Schedules
- v. 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 (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** should be submitted in a sealed envelope addressed to the Executive Engineer, Upper Yamuna Division, Central Water Commission, B-5, Kalindi Bhawan, Qutab Institutional Area, New Delhi and duly marked as “Cost of Tender Document” on Top and must reach office of Executive Engineer well before the last date of submission of bid.
- (b) Bid Security(EMD) should be submitted in a sealed envelope addressed to the Executive Engineer, Upper Yamuna Division, Central Water Commission, B-5, Kalindi Bhawan, Qutab Institutional Area, New Delhi and duly marked as “Bid Security(EMD)” on Top and must reach office of Executive Engineer well before last date of submission of tender. Tenders of bidder whose Bid Security (EMD) would not reach in time will not be opened online and will be archived.

All of above envelopes should be kept in a big size envelope. This big size envelope should be addressed to the Executive Engineer, Upper Yamuna Division, Central Water Commission, B-5, Kalindi Bhawan, Qutab Institutional Area, New Delhi and duly marked as “OFFLINE DOCUMENT FOR TENDER FOR “Painting of Office Building at site Kalanaur, Mawi, Baghpat & Karnal under ” under Upper Yamuna Division, Central Water Commission, New Delhi

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 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 Performance Guarantee.

ii. Opening of Bids.

The bids shall be opened online on the date and time mentioned in the NIT. Tenders unaccompanied by the Bid Security Declaration (Form: 03) 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.



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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 3% of the tendered and accepted value of the work (without limit) in the prescribed form like Fixed Deposit Receipt (FDR) or Demand Draft of a Scheduled Bank/An irrevocable Bank Guarantee bond of any scheduled bank or the State Bank of India in the prescribed format (to be supplied to successful bidder later) pledged in favour of Executive Engineer, Upper Yamuna Division, CWC, New Delhi 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 70 days shall be reckoned from the date of issue of letter of acceptance.



SCHEDULE OF QUANTITIES, SPECIFICATIONS, TECHNICAL BID & FINACIAL BID**Schedule of Quantities**

Name of Work: "Painting of Office Building at site Kalanaur, Mawi, Baghpat & Karnal" under Yamuna Sub Division,UYD, New Delhi.

S.N.	Description of Items	Qty.	Unit
1	Distempering with 1st quality acrylic distember (Ready mix) having VOC content less than 50 grams/ litre of approved brand and manufacture to give an even shade : Old work (one or more coats)	3365.61	Sqm
2	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : 13.99.1 One or more coats on old work	254.99	Sqm
3	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	673.12	Sqm
4	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	3365.61	Sqm
5	CEMENT PLASTER (IN FINE SAND) 1:6 (1 cement: 6 fine sand)	336.56	Sqm
6	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 meters lead	336.56	Sqm
7	Flushing Cistern P.V.C. 10 liters capacity (low level) (White) (with fittings, accessories and flush pipe)	1.00	nos.



SPECIFICATIONS

1. Cement shall be of reputed make such as Birla, ACC, UltraTech, Ambuja etc.
2. Putty, Distempers, Paints, Primers of branded quality such as Asian Paints, Nerolac, Berger or equivalent shall be used.
3. Aggregates used shall be free from wooden debris and soil.
4. Putty shall be used 100% of distempering area for plastered area.
5. Finishing of distempered and painted area should be smooth.
6. 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

Name of Work: Painting of Office Building at site Kalanaur, Mawi, Baghpat & Karnal under Upper Yamuna Division, Central Water Commission, New Delhi.

NIT NO: 04F/2022-23/UYD/New Delhi

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 and mention page no. of Technical Bid)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Tick as applicable Registered with Central Govt./State Govt./ Govt. undertakings		
4.	Date of establishment of the agency (Attach proof and mention page no. of concerned document of Technical Bids)	
5.	Income Tax Permanent Account Number (PAN) (Attach proof and mention page no. of concerned document of Technical Bids)	
6.	Income Tax return filed for last three Financial years (Attach proof and mention page no. of concerned document of Technical Bids)	
7.	GST Registration number (Attach proof and mention page no. of concerned document of Technical Bids)	
8.	Whether similar work as mentioned in the eligibility criteria were executed by the firm? (Attach completion certificates and mention page no. of concerned document of Technical Bids))	
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) (Attach undertaking in this regard and mention page no. of concerned document of Technical Bids)	
10.	Length of experience in the field (Attach proof and mention page no. of concerned document of Technical Bids)	
11.	Experience in dealing with Govt. Departments (indicate the names of the Departments and attach copies of award of works/completion certificates) (Attach list and mention page no. of concerned document of Technical Bids)	
12.	Whether agency profile is attached? (Attach profile and mention page no. of concerned document of Technical Bids)	
13.	List of present clients (Attach list and mention page no. of concerned document of Technical Bids)	
14.	Financial turnover of the tendering company/firm/agency for the last 3 assessment year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached) (Attach audited Balance Sheets of last three financial years and mention page no. of concerned document of Technical Bids)	
15.	Bid Security Declaration (Attach Bid Security Declaration and mention page no. of concerned document of Technical Bids)	
16.	Tender acceptance letter (Attach duly signed tender acceptance letter and mention page no. of concerned document of Technical Bids)	
17.	Signed copy of Tender Document accepting all the terms and conditions. (Attach and mention page no. of concerned document of Technical Bids)	
18.	Class of Contractor	<ul style="list-style-type: none"> • Class-I Local () • Class-II Local () • Non Local ()
19.	% of Local Content	<ul style="list-style-type: none"> • 50% and above • 20% and above but less than 50% • Less than 20%

Signature of the Bidder

Seal



FINANCIAL BID

Title of Tender: Painting of Office Building at site Kalanaur, Mawi, Baghpat & Karnal under Upper Yamuna Division, Central Water Commission, New Delhi.

NIT NO: 04/2022-23/UYD/New Delhi

Name of Bidder:

Address of Bidder:

Amount in words: -

Signature of the Bidder

Date

S.N.	Description of Items	Qty.	Unit	Rate offered in Rs.	Total Amount in Rs.
1	Distempering with 1st quality acrylic distemper (Ready mix) having VOC content less than 50 grams/ litre of approved brand and manufacture to give an even shade : Old work (one or more coats)	3365.61	Sqm		
2	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : 13.99.1 One or more coats on old work	254.99	Sqm		
3	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	673.12	Sqm		
4	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	3365.61	Sqm		
5	CEMENT PLASTER (IN FINE SAND) 1:6 (1 cement: 6 fine sand)	336.56	Sqm		
6	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead	336.56	Sqm		
7	Flushing Cistern P.V.C. 10 litre capacity (low level) (White) (with fittings, accessories and flush pipe)	1.00	nos.		
	GST@-----%				
	Total Rs.				



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:

1. 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.
2. 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.
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.

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

8.1 In the case of discrepancy between the schedules 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.



Corrections.....

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:

7. 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 3% of the tendered and accepted value of work (without limit) in the prescribed form valid up to 120 days beyond the date of expiry of the contract period should be submitted within 07 days of issue of the letter of acceptance.

Security Deposit: Security deposit @ 2.5% will be deducted from each running account bill. Security deposit will be released after six months from completion 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).

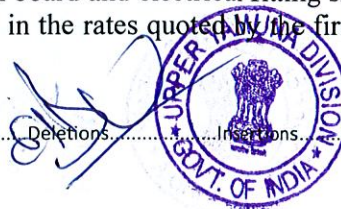
Settlement of Disputes: The settlement of all the disputes of any kind arising out of the contract shall be first through a mediator and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.



Corrections.....Deletions.....Insertions.....Overwriting

SPECIAL CONDITIONS OF CONTRACT

1. Technical & Financial bids should be address to Executive Engineer, Upper Yamuna Division, CWC, B-5, Kalindi Bhawan, Qutub Institutional Area, New Delhi-110016 and submitted online through CPPP web site before due date and time.
2. Tender shall remain valid for a period of 90 (ninety) days from the date of opening of Financial bids.
3. The Executive Engineer, UYD, CWC, New Delhi 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 advice of 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, GST, 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 50% of the quantity given in the schedule of quantities.
14. 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.



15. 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.
16. Distempers, Paints, Primers of branded quality such as Asian Paints, Nerolac, Berger or equivalent shall be used.
17. 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.
18. The agency is advised to inspect the site before tendering.
19. 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 centering, 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.
20. The contractor shall make his own arrangements for obtaining electrical service connection if required and make necessary payments directly to the department concerned.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. Contractor shall be allowed 5 days mobilization from the date of issue of letter of acceptance for the work.
28. 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.
29. 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.
30. 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.
31. 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



[Handwritten signature]

32. 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.
33. Factory made materials & Items shall be procured only from reputed & approved manufacturer or their authorized dealers.
34. All materials shall be got checked by the Junior Engineer-in-Charge of the works on receipt of the same at site before use.



Special Instruction to the Contractors/ Bidders for the e-submission of the bids online through this e-procurement Portal:

1. Government of India has made it mandatory to make all procurement with estimated value of Rs. 2 lakh or more through e-procurement mode. For conducting e-procurement, Central Water Commission has decided to use the CPP portal of NIC. **Bids may be submitted online at Central Public Procurement (CPP) Portal URL www.eprocure.gov.in only.**
2. For online submission of bids on CPP portal, bidders need to register with CPP. Bidders are advised to follow the instruction provided in the Instructions to the Contractors/ Tenderer for the e-submission of the bids online through CPP portal. For any help, CPP helpdesk may be contacted:

CPP portal Helpdesk	
For any technical related queries please call at 24x7 Help Desk Number	0120-4200 462 0120-4001 002 0120-4001 005 0120-6277 787 International Bidders are requested to prefix +91 as country code Additional Help Desk Number 0120-4001005
E-mail ID	Technical- support-eproc@nic.in Policy Related- cppp-doe@nic.in
Buyer Organization Name Contact	
Central Water Commission Contact Person	The Executive Engineer, Upper Yamuna Division, Central Water Commission, Kalindi Bhawan, B-5, Tara Crescent Road, Qutub Institutional Area, New Delhi.
Telephone/ Mobile	011-26868120 [between 09:30 hrs to 17:00 hrs on working days]
E-mail ID	uydybo.cwc@nic.in

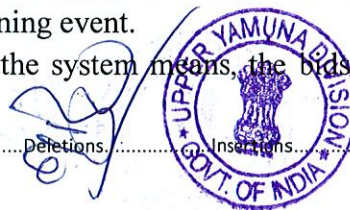
3. Bidders should do online enrolment in this portal using the option Click here to enroll available in the home page. Then the Digital Signature enrollment has to be done with the e- token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudharaCA/GNFC/IDRBT/MtnlTustline/SafeScript/TCS.
4. Bidder then logs into the portal giving user id/password chosen during enrollment.
5. The e-token that is registered should be used by the bidder and should not be misused by others.
6. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
7. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

This page has.....



.....Corrections.....Deletions.....Insertions.....Overwriting

8. After downloading/ getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
9. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender, Bidders are allowed to enter the Bidder name and values only.
10. If there are any clarifications, this may be obtained online through the e-procurement portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
11. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
12. Bidder should arrange for the Bid-Securing Declaration form as specified in the tender. The original should be posted/ couriered/ given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
13. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
14. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
15. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the memory available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
16. It is important to note that, the bidder has to click on the freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/ Invalid bids and are not considered for evaluation purposes.
17. In case of offline payments, the details of the document submitted physically to the department and the scanned copies furnished at the time of bid submission online should be the same otherwise the tender will be summarily rejected.
18. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
19. The bidders may submit the bid documents online made only, through this portal, offline documents will not be handled through this system.
20. At the time of freezing the bid, the e-procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid number, date and time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
21. After, the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
22. Successful bid submission from the system means, the bids as uploaded by the



bidder is received and stored in the system. System does not certify for its correctness.

23. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bids is liable to be rejected.
24. The time that is displayed from the server clock at the top of the tender portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-procurement portal. The time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
25. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
26. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
27. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**)



CONTRACT/AGREEMENT FORM

This Contract/Agreement (Agreement no. No. /2022-23/UYD/New Delhi) made on the _____ day of _____ 2022 between the Executive Engineer (for and on behalf of the President of India), Central Water Commission, Upper Yamuna Division, CWC, B-5, Kalindi Bhawan, Qutub Institutional Area, New Delhi-110016 (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 "Tender for Painting of Office Building at site Kalanaur, Mawi, Baghpat & Karnal under Upper Yamuna Division, Central Water Commission, New Delhi.

(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:

In consideration of the payments to be made by the First Party to the Second Party is herein after mentioned, the Second party hereby covenants with the First Party for executing work of "Tender for Painting of Office Building at site Kalanaur, Mawi, Baghpat & Karnal under Upper Yamuna Division, Central Water Commission, New Delhi in conformity in all aspect with the provisions of the contract.

1. The First Party hereby covenants to pay the Second Party in consideration for executing work of "Tender Painting of Office Building at site Kalanaur, Mawi, Baghpat & Karnal under Upper Yamuna Division, Central Water Commission, New Delhi 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.
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 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)



A handwritten signature in blue ink, consisting of stylized, overlapping loops and strokes.

Other Standard Forms
Form 1. 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 "Painting of Office Building at site Kalanaur, Mawi, Baghpat & Karnal under Upper Yamuna Division, Central Water Commission, New Delhi.

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 2: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

The
Executive Engineer
Upper Yamuna Division,
Central Water Commission,
New Delhi.

Sub: Acceptance of Terms & Conditions of Tender.**Tender Reference No:** NIT No. 4 /2022-23/UYD/New Delhi**Name of Tender / Work:** - Painting of Office Building at site Kalanaur, Mawi, Baghpat & Karnal under Upper Yamuna Division, Central Water Commission, New Delhi.

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.

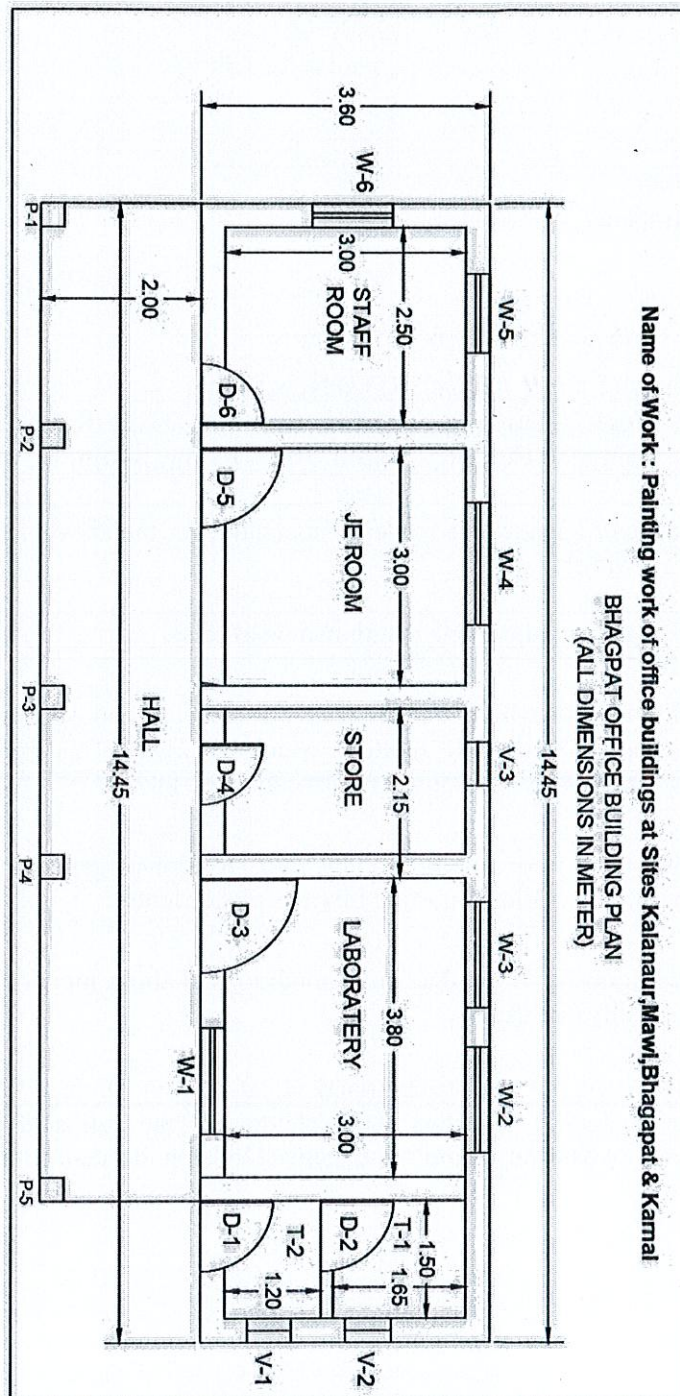
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.

5. In case any provisions of this tender are found violated, your Division/ 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.

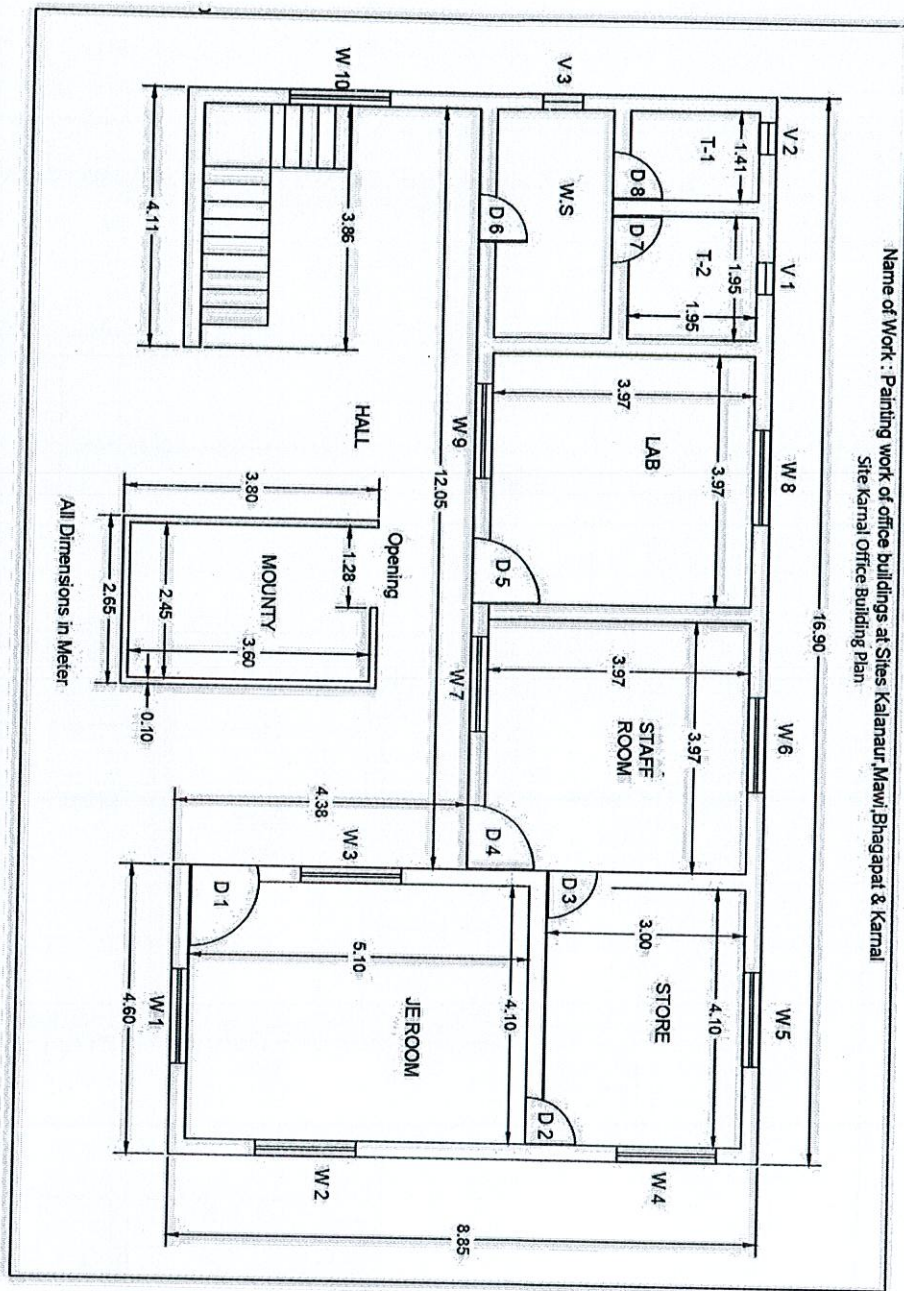
Yours Faithfully,

(Signature of the Bidder, with Official Seal)

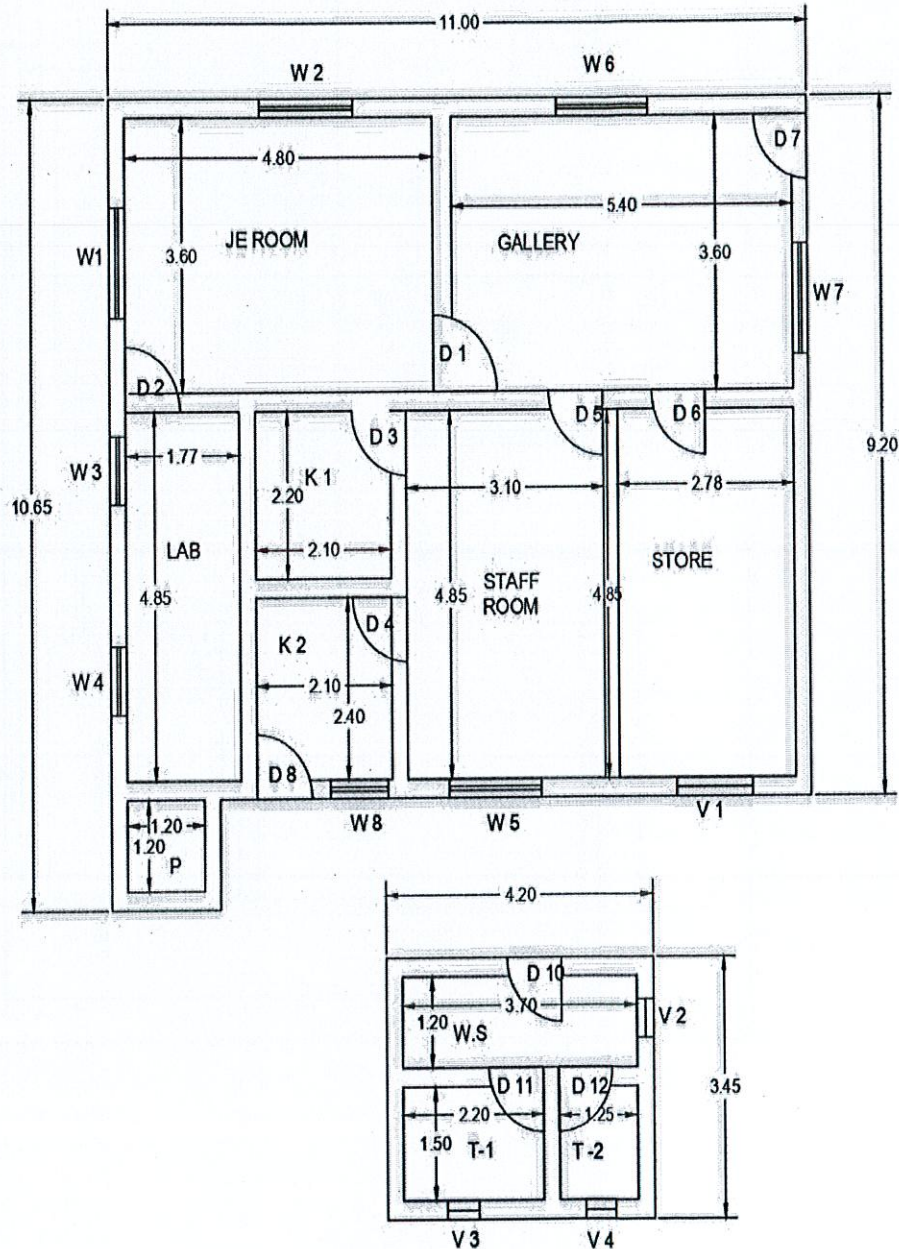




Name of Work : Painting work of office buildings at Sites Kalanaur, Mawi, Bhagapat & Karnal
Site Karnal Office Building Plan



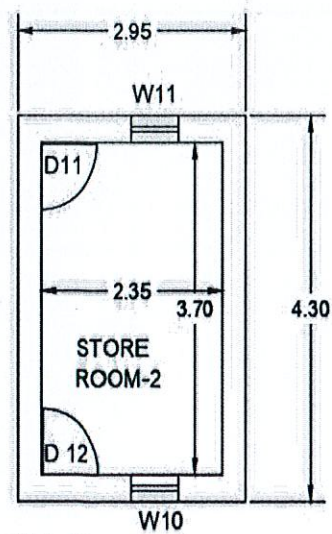
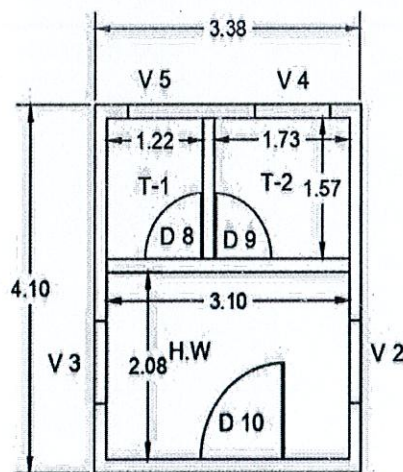
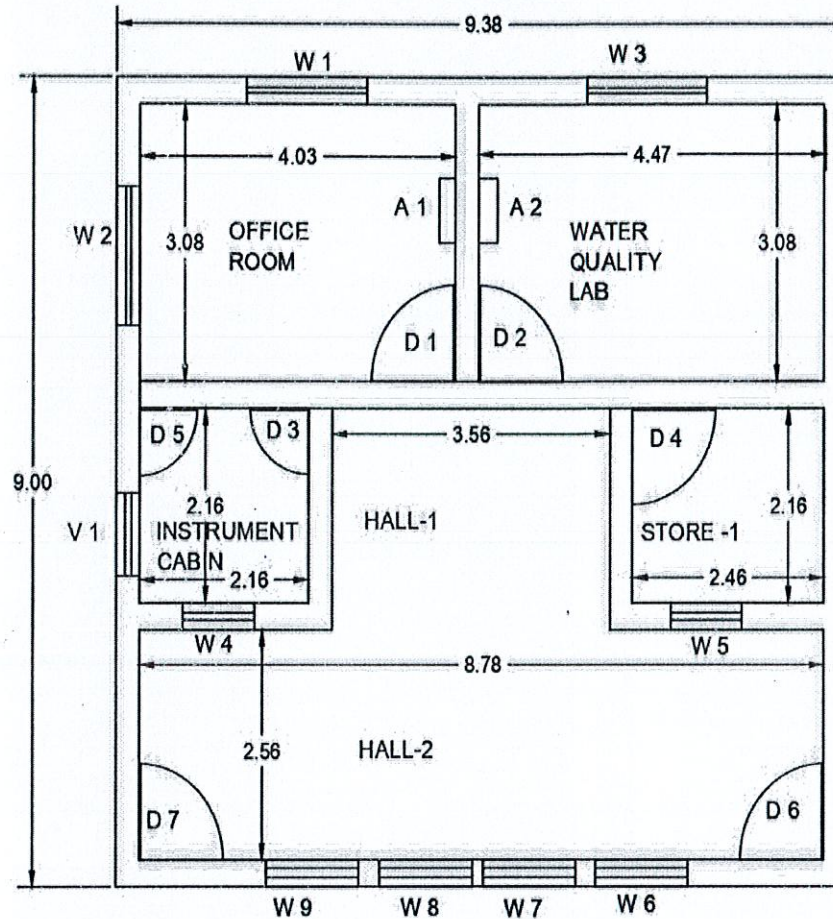
Name of Work : Painting work of office buildings at Sites Kalanaur, Mawi, Bhagapat & Kamal
Site Mawi Office Building Plan



All Dimensions in Meter



Name of Work : Painting work of office buildings at Sites Kalanaur, Mawi, Bhagapat & Karnal)
Site: Kalanaour Office Building Plan



(All Dimensions in Meter)

