

**Central Water Commission
Lower Godavari Division
Hyderabad**

**Maintenance of 4 Nos. FRP Boats (21 feet) at Site
Tumnar, Amabal, Sonarpal and Kosagumda under
ISD/Jagdapur**

NIT NO.: LGD/DB/NIT/2015-16/638-40

COST OF TENDER DOCUMENT: Rs. 500/-

April- 2015

Certified that this tender document contains 24 Pages including this page.

**Ph : 040-23308649
Fax: 040-23308652**

Important Note: -

**THE BIDDER SHOULD READ ALL THE INSTRUCTIONS IN THE DOCUMENT
THOROUGHLY BEFORE SUBMITTING THE TENDER AND ADHERE TO THE TERMS
& DATES GIVEN**

**Central Water Commission
Lower Godavari Division
Hyderabad**

**Tender for "Maintenance of 4 Nos. FRP Boats (21 feet) at
Site Tumnar, Amabal, Sonarpal and Kosagumda under
ISD/Jagdapur"**

NIT No.	: LGD/DB/NIT/2015-16/638-40 17-4-15
Estimated Cost	: Rs. 2,12,000 /-
Earnest Money	: Rs. 4,240/-
Last Date of Receipt of Application for Issue of Tender Document	: 24/04/2015 Time 16:00 Hours
Last Date for Issue of Tender Document	: 24/04/2015 Time upto 17:00hrs
Last Date & Time for Submission of Tender	: 25/04/2015 Time 15:00 Hours
Date & Time of Opening of Tender	: 25/04/2015 Time 15:30 Hours
Cost of Tender Document	: Rs.500/- (non- refundable) by cash or by DD incase tender document downloaded.

SECTION-1

NOTICE INVITING TENDER

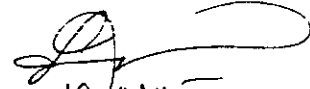
No-LGD/DB/NI/2015-16/

The Executive Engineer, Lower Godavari Division, Central Water Commission, Hyderabad invites on behalf of the President of India sealed percentage rate tenders for the under mentioned works up to 1500 hours of 25/04/2015 and the tender shall be opened on the same day at 1530 hours. Interested parties or their authorized representatives may participate in the tender opening at 1530 hours.

Sl N o	Name of work	Estimated cost	Earnest Money Deposit (EMD)	Cost of Tender Form
1	Maintanance of 4 Nos. FRP boats at Site Tumnar, Amabal, sonarpal and Kosagumda under ISD/ Jagdapur	2,12,000	4,240	500

The application for tender document can be taken after depositing the cost of tender as mentioned above (non-refundable) with the EE, Lower Godavari Division, CWC, Hyderabad between 1100 hrs to 1600 hrs on all working days from 20/04/15 to 24/04/15. While applying for the tender documents PAN should be quoted in the application.

The detailed information, terms and conditions provided for the above work is also available on website <http://epracure.gov.in>, or www.kgbo.nic.in In case tender is downloaded from the web site, DD for the cost of tender form should be attached with the tender.


17/4/15
Executive Engineer

CHECK LIST

Please tick the appropriate column.

Sl. NO.	DOCUMENT	ENCLOSED	
		YES	NO
1.	Covering Letter of Tenderer		
2.	Original Tender Document including Schedule of Quantities and Rates duly signed in sealed envelope.		
3.	Whether Gross Amount of Tendered value quoted in both Figure and Words		
4.	Whether all documents in support of eligibility as per Clause 2.1, 2.2, 2.3, and 2.4 in form 6 of NIT submitted		
5.	Whether Earnest money Rs. 4,240/-in form of DD/ Banker's cheque/ Fixed Deposit receipt (FDR) of Scheduled Bank in favour of <i>Executive Engineer, Lower Godavari Division, CWC, Hyderabad</i> is enclosed		
6.	Whether sealed envelope is superscribed with the name of work and opening date		

**Lower Godavari division
Central Water Commission
Hyderabad**

FORM-6

NOTICE INVITING TENDER

Sealed percentage Rate Tenders are invited by Executive Engineer, Lower Godavari Division, CWC, Hyderabad on behalf of President of India from reputed Registered and eligible agencies/firms/contractors for carrying out work of " maintenance of 4-Nos. FRP boats at Site Tumnar, Amabal, Sonarpal and Kosagumda."

- 1.0 The estimated cost of the work is Rs 2.12 Lakh.
- 2.0 **Eligibility Criteria:** Tender shall be issued only to eligible firm/contractor/agency who fulfills following qualifying requirements:
 - 2.1 The contractor should be registered with any one organization such as C.P.W.D, MES, BSNL, Railways, State P.W.D./State agencies/Autonomous bodies.
 - 2.2 They should have a Valid PAN No. (copy to be enclosed).
 - 2.3 They should have filed IT returns regular.
 - 2.4 The Firm should have a minimum experience in the field of Civil works in any State/ Central departments /Govt. undertakings
- 3.0 Tenderers are required to submit documentary evidence in support of their fulfilling the above eligibility requirements (Clause 2.1 to Clause 2.4) at the time of making request for issue of tender documents. Tender forms will be issued only to those firms who fulfill the stipulated eligibility requirements. **However, the issue of tender document to a tenderer does not mean that he / she met all the qualifying requirements which will be examined in detail at tender evaluation stage. In case, any deficiency in fulfilling the eligibility criteria was observed, his/her tender would be liable to be summarily rejected.**
- 4.0 Tenderers are required to submit a list of civil works executed during past two years indicating therein year of execution, value of each work and name and address of work assigning authority, along with documentary evidence in support of their experience as well as completion certificates at the time of making requests for issue of tender documents. The completion certificate issued by an officer not below the rank of Engineer -in- charge/ Executive Engineer or an officer of equivalent rank shall only be considered valid for this purpose.
 - Tenderers should also submit valid registration/license with Government Agency at the time of application for tender document.
- 5.0 **Verification of Details:** Executive Engineer, Lower Godavari Division, CWC, Hyderabad reserves the right to verify the particulars furnished by the Tenderer independently. If any information furnished by the Tenderer is found to be incorrect at a later stage, his / her

Earnest Money / Security Deposit shall be forfeited and he / she shall be debarred from tendering for the works of CWC in future.


- 6.0 **Agreement:** Agreement shall be drawn with the successful tenderer on prescribed Form No CPWD 7/8 (enclosed). Tenderer shall quote their rates as per terms and conditions of the said form, which shall form part of the agreement.
- 7.0 **Period of Contract:** The duration of the Contract shall be for a period for 3 months after completion of work which can be revised depending upon the exigency of work.
- 9.0 **Issue of Tender Documents:** Applications for issue of tender document will be accepted from 20.04.2015 to 24.04.2015 upto 16:00 Hrs. Tender document will be issued upto 12:00 Hrs. on 29.11.2014.
- 10.0 **Procedure for Purchase of Tender Documents:**
- 10.1 Tender documents consisting of scope of work, specifications & special terms and conditions, drawings, the Schedule of Quantities & Rates etc for the items of work to be executed including set of terms & conditions of contract to be complied with by the tenderer and other necessary documents can be seen and obtained from the office of the Executive Engineer, Lower Godavari Division, CWC, Hyderabad between 1000 Hrs (IST) to 1700 Hrs (IST) on all working days from 20.04.2015 to 24.04.2015. Tender documents shall be issued from the office of Executive Engineer, LG Division, CWC, Hyderabad on written request, & payment of **Rs. 500/-** in cash or in form of Demand Draft of any schedule bank of India in favour of Executive Engineer, LG Division, CWC, Hyderabad payable at Hyderabad. The tender document shall be accompanied by an Earnest Money Deposit of Rs. 4240/- (Rupees four thousand Two Hundred and Forty only) in form of DD/ Banker's cheque/ Fixed Deposit receipt (FDR) of Scheduled Bank in favour of The Executive Engineer, Lower Godavari Division, CWC, Hyderabad payable at Hyderabad. Without Earnest Money tender document will not be accepted.
- 10.2 Demand draft / Banker's cheque should be issued by any Scheduled/ Nationalized Bank in favour of Executive Engineer, Lower Godavari Division, CWC, Hyderabad payable at Hyderabad.
- 11.0 **One Bid per Bidder:** Each tenderer shall submit only one tender. A tenderer who submits more than one tender individually or jointly will be liable to be disqualified.
- 12.0 **Procedure for Submission of Tender:** Following procedure for submission of tender shall strictly be adhered to by the applicants:
- 12.1 Tender document, as issued by Executive Engineer, Lower Godavari Division, CWC, Hyderabad duly filled in and signed by tenderer along with a covering letter with Firm's seal and sealed in an envelope with the name of work and due date of opening clearly mentioned on the envelope shall only be accepted. Tenderer shall ensure that the Check List as given in the Tender Documents is completely filled up.
- 12.2 The Tenderers should specifically note that they are not expected to stipulate any condition in their covering letters and further if any such condition is included in the covering letter, such tenders are liable to be out-rightly rejected treating the same as a conditional tender.
- 13.0 **Last Date of Submission and Opening of Tender:** Tenders will be received by the office of Executive Engineer, Tapi Division, CWC, Surat from the date of start of sale of tender documents to 24/04/2015 up to 17:00 Hrs and will be opened by Executive Engineer, LG Division, CWC, Hyderabad on 25/04/2015 at 15:30 Hrs in the presence of the Tenderers

or their authorized representatives, who wish to be present at the time of tender opening. In the event of specified due date of opening the tender falls on Govt of India holiday, the due date shall be extended automatically to the next working day at the same hour.

- 14.0 **"Brief Description of Work"** is given in Scope of Work separately with tender document. The tender documents consisting of Plans, Specifications, Schedule of Quantities of the various classes of work to be done and set of terms and conditions of contract to be complied with by the contractors and other necessary documents can be seen for inspection by the Tenderers at the office of the Executive Engineer, Lower Godavari Division, CWC, Hyderabad between 10.00 Hrs to 17.00 Hrs on all working days from 20/04/2015 to 24/04/2015.
- 15.0 **Visit to Work Place by Tenderer:** A tenderer shall be deemed to have full knowledge of the work place and no extra payment / compensation consequent upon any misunderstanding / miss-happening or otherwise shall be allowed. Engineer in charge or his representative has full right to inspect the working place at any time to maintain the quality of Gauge posts otherwise the work may be rejected. The tenderer shall be responsible for arranging and maintaining all materials, tools & plants, access, facilities for his personnel and all other services required for executing the work at his / her own cost, unless it is specifically mentioned in the contract documents.
- 16.0 **Acceptance of Tender:** The Executive Engineer, Lower Godavari Division, CWC, Hyderabad does not bind himself to accept the lowest or any other tender and reserves right to accept or reject any or all of the tenders received without assigning any reason. Executive Engineer, Lower Godavari Division, CWC, Hyderabad also reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rate.
- 17.0 **Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.**
- 18.0 **Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tender submitted by a Tenderer who resorts to canvassing is liable to rejection.**
- 19.0 The tenderer shall not be permitted to tender for the work if any of his / her near relative is posted in office of Executive Engineer, Lower Godavari Division, CWC, Hyderabad or other CWC offices located as an Accounts Officer / Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above. Tenderer shall also intimate the names of persons who are presently working with him / her and are near relatives to Gazetted officers in any CWC office and Ministry of Water Resources. Any breach of this condition on the part of the tenderer would render him / her liable to be disqualified for award of work.
- 20.0 **Validity Period of Tender:** The offer for the work shall remain valid for acceptance for a period of three months after completion of work that may be revised if required by the Department. In exceptional circumstances prior to expiry of the original validity period of tender, the Executive Engineer, LG Division, CWC, Hyderabad may request the Tenderers to extend the period of validity for a specified additional period. Such a request and the response thereto shall be made in writing. Except under exceptional circumstances, no request for withdrawal of tender or unilateral changes / modifications in offer or in terms and conditions on the part of tenderer shall be entertained by the CWC. Any violation on this account may invite forfeiting of earnest money of tenderer.
- 21.0 **Tender Prices:** Unless stated otherwise in the tender document, the contract shall be for the whole work based on the rates to be quoted by the tenderer in the "**Schedule of Quantities and Rates**" submitted by the tenderer. The tenderer shall fill in rates and

prices for all items of the work described in the "Schedule of Quantities and Rates". Unless otherwise provided in the Tender Document, the rates quoted by the tenderer shall remain firm during the entire contract period and any extensions thereto.

- 22.0 **Clarification of Tender Documents:** During examination and evaluation of tenders, the Executive Engineer, LG Division, CWC, Hyderabad may at its discretion ask Tenderers for any clarification on their tenders, including breakdown of rate. The request for clarifications and the response shall be in writing, but no change in the price or substance of the tender shall be sought or offered or permitted except as required to confirm the correction of arithmetic errors discovered by the CWC during the evaluation of the tenders.
- 23.0 **Amendment of Tender Document:** At any time prior to the deadline for submission of tenders, the Employer may issue amendment in tender documents. Such an addendum shall form part of the tender documents and shall be communicated in writing (by post / fax / e-mail) to all Tenderers who have purchased the tender documents. No receipt or late receipt of above shall be at the risk of tenderer.
- 24.0 **Examination of Tenders and Determination of Responsiveness:** stages of processing of tenders such as seeking clarification, examination of offers, evaluation and comparison of tenders and recommendations for the award of work shall not be disclosed to Tenderers or any other persons, until the award of work to the successful tenderer is announced. Any effort by a tenderer to influence the Employer in processing of tenders or decision for award of work may result in the rejection of the tender of such Tenderer.
- 25.0 **Signing of Contract Agreement:** The successful Tenderer/Contractor on acceptance of his tender by the accepting authority of CWC shall deposit 5% of agreement cost as performance Guarantee in the form of DD/FDR/Bank guarantee issued by Nationalized Bank within 7 days from the date of issue of letter of acceptance and signed contract agreement consisting of:-
- (a) The 'Notice Inviting Tender', all the documents including 'General Conditions & Clauses of Contract', 'Special Terms & Conditions', 'Scope of Work & Specifications' and 'Drawings', if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with all correspondence leading thereto.
 - (b) Standard CPWD Form-7/8: Item Rate Tenders & Contract for Works.


17/4/11
Executive Engineer,
Lower Godavari Division,
CWC, Hyderabad

CPWD FORM 7/8
GOVERNMENT OF INDIA
Central Water Commission

STATE Chhattisgarh
CIRCLE Godavari Circle, Hyderabad
DIVISION Lower Godavari Division-Hyderabad

ITEM RATE TENDER AND CONTRACT FOR WORKS

(A) Tender for the work of " **Maintenance of 4 Nos. FRP boats at Site Tumnar, Amabal, Sonarpal and Kosagumda** ".

- (i) The Tenders to be submitted by 15:00 Hrs. on 25.04.2015 to Executive Engineer, Lower Godavari Division, CWC, Hyderabad in sealed envelope containing the tender form with the name of work and due date written on the envelope along with Earnest Money, PAN No. and documentary evidence in support of his eligibility.
- (ii) The tenders will be opened at 15:30 Hrs. on 25.04.2015 in the presence of tenderers or their representatives who may wish to be present at their own cost in the office of the Executive Engineer, Lower Godavari Division, CWC, Hyderabad.

Issued to -----

(Contractor)

Signature of officer issuing the documents -----

Designation - Executive Engineer

Date of issue _____

TENDER

I/We have read and examined the notice inviting tender, Specifications applicable, Drawings, General Rules and Directions, Conditions of Contract, Clauses of contract and all other contents in the tender documents for the work.

I/We hereby tender for the execution of the work specified for the Executive Engineer, Lower Godavari Division, CWC, Hyderabad within the time specified in schedule of quantities and in accordance with the specifications, drawings if any and instructions in writing referred to in general rules, special rules and terms and conditions of contract.

I/We agree to keep the tender open for 90 days from the due date of submission thereof and not to make the modifications in its rates, terms and conditions etc.

A sum of Rs. 4240/- (Rupees four thousand Two Hundred and Forty only) is hereby forwarded in form of DD/ Banker's cheque/ Fixed Deposit receipt (FDR) of Scheduled Bank in favour of **Executive Engineer, Lower Godavari Division, CWC, Hyderabad** payable at Hyderabad as Earnest Money, if I/We, fail to commence the work specified, I/We agree that the said Executive Engineer, Lower Godavari Division, CWC, Hyderabad or his successors in office shall without prejudice to any other right or remedy, liberty to forfeit the said earnest money and the performance guarantee absolutely otherwise the

said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered upto maximum of the percentage mentioned in schedule F.

Further I/We agree that in case of forfeiture of earnest money or both earnest money and performance guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

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 to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Department.

Date _____

Signature of Contractor

Postal Address

Witness

Address

Occupation

ACCEPTANCE

The above tender (as modified by you 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 referred to below shall form part of this contract Agreement:-

- 1)
- 2)
- 3)

For & on behalf of President of India

Signature _____

Designation _____

Date _____

SCHEDULES

SCHEDULE A

Schedule of Quantities : Rate Schedule Attached

SCHEDULE B

Schedule of materials to be issued to the contractor

Sl.No	Description of item	Quantity	Rates in figures & words at which the materials will be charged to the contractor	Place of Issue
1	2	3	4	5
	Nil	Nil		

SCHEDULE 'C' :

Tools and Plants to be hired to the contractor:-

Sl.No.	Description	Hire charges per day	Place of issue
1	2	3	4
	Nil	Nil	

SCHEDULE 'D'

(Extra schedule for specific requirements/documents for the work, if any)

Nil

SCHEDULE 'E'

Reference to General Conditions of Contract

**NAME OF WORK : " maintenance of 4 Nos. FRP boats at Site
Tumnar,Amabal,Sonarpal and Kosagumda under ISD/Jagdapur"**

Estimated cost of work : Rs.2,12,000/-
Earnest Money : Rs.4240/-
Performance Guarantee: Rs. 5% of the tendered value

SCHEDULE 'F' General Rules & Directions :

Officer Inviting Tender : : Executive Engineer, LG Division, CWC, Hyderabad
Maximum percentage for quantity of items of work

to be executed beyond which rates are to be
determined in accordance with Clauses 12.2 & 12.3: Not Applicable

Definitions :

2 (v) Engineer-in-Charge :Executive Engineer, LG Division, CWC m Hyderabad

2 (viii) Accepting Authority : Executive Engineer, LG Division, C W C, Hyderabad

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

2 (xi) Standard Schedule of Rates : CPWD DSR 2014-15/local rates

2 (xii) Department : Central Water Commission

Clause 1

Time allowed for submission of Performance Guarantee

From the date of issue of letter of acceptance : 7 (Seven) days

Clause 2

Authority for fixing compensation Under Clause 2. Not Applicable

Clause 5

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

7 days

Sl. No	Description of Mile Stone (Physical)	Time allowed days(from date of start)	in non-achievement of Milestone
1	Site Tumnar	5	1% of total amount
2	Site Amabal	5	-do-
3	Site Sonarpal	5	-do-
4	Site Kosaguinda	5	-do-

Time allowed for execution of work

1 month

Authority to decide:

(i) Extension of time for completion of work : Executive Engineer ,LG Division, CWC, Hyderabad

(ii) Rescheduling of mile stones:- Executive Engineer LG Division, CWC, Hyderabad

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 10 A

List of equipment to be provided by the Contractor at site lab

Clause 10 B (ii)

Whether Clauses 10 B (ii) shall be applicable

NO

Clause 10 C

Component of labour expressed as percent of value of work = Not Applicable

Clause 10CA

Sl No	Material covered under this clause	Nearest materials (other than cement, reinforcement bars and structural steel) for which All India wholesale Price Index to be followed	Base price of all the materials covered under clause 10 CA*
1			
2	Not applicable		
3			

*Base price of all the materials covered under clause 10 CA is also to be mentioned at the time of approval of NIT

Clause 10 CC

Clause 10 CC to be applicable in contracts with stipulated period of Completion exceeding the period shown in next column ...Not Applicable...

Schedule of component of other materials, labour, POL etc, for price escalation: Not Applicable

Component of civil (except materials covered under clause 10 CA)/ Electrical construction materials-expressed as percent of total value of work X m Nil %

Component of labour – expressed as per cent of total value of work Y Nil %

Component of P O L –expressed as percent of total value of work Z Nil %

Clause 11

Specifications to be followed for execution of work CPWD specifications

Clause 12

12.2 & 12.3 :

Deviation limit beyond which Clause 12.2 & 12.3 shall apply for building work. Not Applicable

12.5 :

Deviation Limit beyond which Clauses 12.2 & 12.3 shall apply for foundation work. Not Applicable

Clause 16

Competent Authority for deciding reduced rates. Not applicable

Clause 18

List of mandatory machinery, tools & Plants to be deployed by the Contractor at Site 1

.....Not Applicable...

2

3

Clause 25

Constitution of Dispute Redressed Committee

Chairman

Member

Member

Clause 36 (i)

Sl No	Minimum Qualifications Technical Representative	Discipline	Designation (Principal Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 3(i)	
						Figures	words
	Not Applicable						

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineer

Clause 42

(i) (a) Schedule / statement for determining theoretical quantity of cement on the basis of Delhi Schedule of Rates-(Not Applicable) printed by CPWD.

(ii) Variations permissible on theoretical quantities. Not Applicable

(a) Cement for works with estimated cost

put to tender More than Rs. 5 lakh

Not Applicable

(b) Bitumen for all works -

Not Applicable

(c) Steel reinforcement and structural steel

sections for each diameter, section and

category

Not Applicable

(d) All other materials

Not Applicable

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl No	Description of item	Rates in figures and words at which recovery shall be	
		Excess beyond permissible variation	Less use beyond the permissible limit
	Not Applicable		

LOWER GODAVARI DIVISION

Central Water Commission

Hyderabad

GENERAL CONDITIONS & CLAUSES OF CONTRACT

1. The officer inviting tender is Executive Engineer, Lower Godavari Division, CWC, Hyderabad. The Engineer-in charge is Sub divisional Engineer, Indravati Sub Division, C.W.C., Jagdalpur.
2. The Accepting Authority is Executive Engineer, Lower Godavari Division, CWC, Hyderabad.
3. Specifications as mentioned in NIT will be followed for execution of the work.
4. The tender shall be accompanied by Earnest Money of 4240/- (Rupees four thousand Two Hundred and Forty only) in the form of Demand Draft of a scheduled Nationalized Bank in favour of "*Executive Engineer, Lower Godavari Division, CWC, Hyderabad*" payable at Hyderabad.
5. The Tender and the Earnest Money shall be placed in two separate sealed envelopes each marked "Tender" and "Earnest Money" respectively. The earnest money in cash or cheque shall not be accepted. Both the envelopes shall be submitted together in another sealed envelope. The envelope marked "tender" of only those tenders shall be opened, whose earnest money placed in the other envelop is found to be in order.
6. All tenders must be accompanied by requisite Earnest Money in prescribed form as mentioned earlier "4240/- (Rupees four thousand Two Hundred and Forty only) enclosed" should be clearly written on the top of the envelope, failing which the tender will not be opened and shall be returned to the tenderer unopened.
7. The Tenderers are required to quote rates in Rupees item wise as specified in the "**Schedule of Quantities and Rates**" in tender document.
8. Tender shall include all taxes/royalty/labour cess etc. payable by the contractor, No taxes, royalty/labour cess etc., will be reimbursed by CWC.
9. The accepting authority shall have full right to reject all or any of the tender without assigning any reason thereof.
10. Valid PAN No., VAT No. Proof of valid Registration with any of the agencies or specialized agencies for such works mentioned in NIT, partnership deed if any, regarding past experience etc. should be produced at the time of submitting the tender papers failing which the tenders are liable to be rejected.
11. It is expected that the agency should, in advance, get themselves well acquainted with the site and circumstances where the works are to be executed.
12. If the work is not started within the stipulated time by the successful lowest Tenderer or whose tender is accepted, the Earnest Money shall be forfeited and work will be rescind /cancelled and may be allotted to the next tenderer.
13. The work shall be executed in accordance with the specifications mentioned in NIT.
14. The Engineer-in-Charge shall have power to make any alteration in Omissions from, additions to or substitution for, the original specification that may appear to him to be necessary or advisable during the progress of the work in accordance with any instructions which may be given to him in writing signed by the Engineer in Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered/ additional / substituted work which the contractor may be directed to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions, in all respect on which he agreed to do the main work and at same rates as are specified in the tender for the work.

15. In case of any conflict/dispute regarding specification of works etc. the decision of the Engineer-in-Charge shall be final and binding.
16. If at any time after execution of the contract document, the Engineer-in Charge shall, for any reason whatsoever require the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be. In any such case except as provided hereunder, the contractor shall not have any claim in any form for any payment or compensation, he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out or on account of loss that he may be put to, on account of materials purchased or agreed to be purchased, or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason to any alteration having been made in the original specifications and instructions which may involve any curtailment of the work as originally contemplated however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him of the said notice, the contractor shall be paid for such material at the rate determined by the Engineer-in-Charge provided they are not in excess of requirement.
17. Taxes as applicable such as, Income tax, education cess, labour cess, Surcharge etc. as the case may be, at the prescribed rate of gross value of work shall be deducted at source unless Income Tax Authorities or any other competent Authority exempts the contractor.
18. On the breach of any term or condition of this contract by the contractor, the Accepting Authority/Engineer-in-Charge shall forfeit the full amount of the security deposit deducted from bill and or keep back the security money as compensation for the said breach but, without prejudice to the right of CWC to recover any further amount as penalty/damages from any sum due to or which may become due to the agency by CWC or otherwise.
19. In tender forms gross amount should be indicated both in words and figures accurately. In case of any difference, the lower of the two shall be treated as the final.
20. **Security for performance:**
- 20.1 **Performance Guarantee:**
 - (i) The contractor shall submit an irrecoverable Performance Guarantee of 5% (Five percent) of the contract price in addition to other deposits mentioned elsewhere in the contract for his proper performance according to the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period of contract from the date of issue of letter of intent. This guarantee shall be in the form of in form of DD/ Banker's cheque/ Fixed Deposit receipt (FDR) of Scheduled Bank in favour of The Executive Engineer, Lower Godavari Division, CWC, Hyderabad payable at Hyderabad. In case a fixed deposit receipt of any Bank is furnished by the agency to the Executive Engineer, LGD,CWC, Hyderabad as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the agency and the agency shall forthwith on demand furnish additional security to the Executive Engineer, LGD, CWC, Hyderabad to make good the deficit.
 - (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work plus 60 days beyond that. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest within one month from the date of issue of completion certificate.

(iii) The Employer shall not make a claim under the performance guarantee except for amounts to which the Executive Engineer, LGD, CWC, Hyderabad is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:


- (a) Failure by the agency to extend the validity of the Performance Guarantee as described herein above, in which event the Executive Engineer, LGD,CWC, Hyderabad may claim the full amount of the Performance Guarantee.
- (b) Failure by the agency to pay Executive Engineer, LGD, CWC, Hyderabad any amount due, either as agreed by the agency or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Executive Engineer, LGD, CWC, Hyderabad.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Executive Engineer, LGD,CWC, Hyderabad.

21. **Recovery of Security Deposit:**

(i) The person whose Tender may be accepted shall permit Executive Engineer, LGD, CWC, Hyderabad at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum will amount to security deposit of 5% of the Tender value of the work including the adjustment of earnest money. Such deductions will be made and held by Executive Engineer, LGD, CWC, Hyderabad by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of fixed deposit receipts / bank guarantee of a commercial bank of India. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Executive Engineer, LGD, CWC, Hyderabad as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Executive Engineer, LGD,CWC, Hyderabad to make good the deficit.

(ii) All compensations or the other sums of money payable by the agency under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Executive Engineer, LGD, CWC, Hyderabad on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash/ DD or fixed deposit receipt or bank guarantee Tendered by Scheduled Bank, endorsed in favour of the Executive Engineer, LGD,CWC, Hyderabad, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money if deposited in cash at the time of Tenders will be treated a part of the Security Deposit. The Security Deposit of 5% deducted through running bills including EMD shall be refunded to the contractor after six months from the date of issue of completion certificate.

22. All other conditions specified in the CPWD General Condition of Contract and any other rules of CPWD codes and its amendment as applicable will be binding on the successful Tenderer for this contract.


12/2/15
Executive Engineer,
LGD,CWC, Hyderabad

LOWER GODAVARI DIVISION
Central Water Commission
Hyderabad

**SCOPE OF WORK, SPECIFICATIONS AND SPECIAL TERMS &
CONDITIONS**

1.0 SCOPE OF WORK

The description of the work is as follows:“ **Maintanance of 4 Nos. FRP Boats at Site Tumnar,Amabal,Sonarpal and Kosagumda under ISD/ Jagdalpur ”** .

1.1 The duration of this Contract shall be for a period of 3 months after completion of work. The work is as given below:-

1. Closing of all visible and invisible holes to the 4 Nos. FRP boats (21 feet length) with FRP mat , resin and other required standard chemicals. 2. Repair of existing wooden planks/ Replacement of teak wood planks, providing seating / mini winch fastening arrangements with water proofing ply wood including under water painting.

2.0 CONDITIONS OF TENDER

2.1 **The Agency shall work under the control of the Executive Engineer, LG Division, CWC, Hyderabad or his representative.**

2.2 The “Tenderer” shall be entirely responsible for providing efficient and reliable work. The agency shall perform the work as per the provisions and guidelines stipulated under law and shall deploy personal accordingly.

2.3 The “Tenderer” shall be entirely responsible for the surveillance of Premises and property of the CWC within the premises of Site office, including providing necessary equipments, tools and uniform to the personal for successful completion of work at all the times during the period of contract.

2.4 The “Tenderer” shall be entirely responsible and ensure that only persons authorized by the CWC are allowed to operate/repair/maintain the equipments at the Premises and that no such equipment, machinery or any part thereof any property is removed out of the Premises except with written Permission of the CWC.

2.5 The Tenderer shall employ only such personnel, as may be educated/ trained enough to carry out job.

2.6 The “Authority” shall not be responsible for death / injury sustained to the workers during the performance of their duties and also for any damage or compensation due to any dispute between the “Agency” and its workers. Any expenditure incurred by the department to face the situation arising out of act of his workers will be borne by the “Tenderer”. In case of any incident / accident during the duty period the department will not be held responsible for the same. It is the responsibility of the firm / agency to provide sufficient insurance coverage / compensation as per the latest rules in force.

- 2.7 In case of any litigation due to accident, the agency shall handle at its own cost and in the event of the department happens to be incurred any expenditure towards litigation, the same shall be recovered from the agency
- 2.8 The "Tenderer" shall be solely responsible for payment of wages/ salary/ benefits and/ allowances to the persons employed for this work, that might become applicable under any act or order of government. The Department shall have no liability whatsoever in this regard and the contractor shall indemnify this department against any/ all claims which may arise under the provision of various acts Govt. orders etc.
- 2.9 In case it is noticed by the "Authority" that the work carried out by the "Tenderer" is not up to the mark/ required standard, 2 days written notice will be given to the "Tenderer" warning the inefficient state of work and asking "Tenderer" to improve upon the standard within this period. In the event of finding that there is no improvement and the work is not being carried out as per instruction of "Authority" the contract shall be changed within 24 hours.
- 2.10 If any person of agency on duty is found drunken state or found misbehaving while on duty or unfit for duty, such personnel shall be replaced immediately at the absolute discretion of "Authority" or his representative.
- 2.11 The rates quoted shall be and inclusive of all the duties/taxes such as sales tax/VAT, Octroi if any.
- 2.12 The quoted rates should be valid for 90 days.
- 2.13 Quoted rates whether erased or over written will be summarily rejected unless corrections are authenticated with bidder's signature.
- 2.14 The work should be completed within one month of the issue of confirm order
- 2.15 The work should be of good quality and free from defect and if found not suitable the same should be replaced by the contractor at his own cost & risk.
- 2.16 The quantity will be decreased or increased at the time of work order for which the contractor should bind to execute the works.
- 2.17 The materials should be of good quality and free from defect and if found not suitable the same should be replaced by the contractor at his own cost & risk.
- 2.18 The department will not be responsible for any injury sustained to the workers during the performance of their duties on the work and also department will have no obligation to workers for any damage or compensation due to any disputes between the Contractor and the workers.
- 2.19 In case of any disputes arises, the decision of the Executive Engineer, Lower Godavari Division, CWC, Hyderabad is final and the Contractor will be binding for it.
- 2.20 The information of Unsuccessful tenderers will not be given to concerned firms and bidders shall have no claim of any nature on this office.
- 2.21 Canvassing in any form whether directly or indirectly is strictly prohibited.
- 2.22 Executive Engineer, Lower Godavari Division, CWC, Hyderabad reserves the right to disqualify such tenderers who have a record of not meeting contractual obligations against earlier contract entered into with Executive Engineer, Lower Godavari Division, CWC, Hyderabad and all Sub Divisions under LG Division, CWC, Hyderabad.
- 2.23 In case of equal quoted amount by various Tenderers, preference would be given to that Tenderer who have provided same type of services to the CWC earlier satisfactorily.
- 2.24 Tenderers are advised to visit the place of work to acquaint themselves with the conditions, approaches, camping facilities before quoting their rates for the execution of the work. Non -

- familiarity with the conditions will not be considered a reason either for extra claim or for not carrying out the work in strict conformity with instructions
- 2.25 The "Tenderer" shall execute the service and discharge their obligations to the entire satisfaction of the Engineer-in-charge and in accordance with the directions and specific instructions as may be issued from time to time by the employer or its officer in charge.
- 2.26 The "Tenderer" shall act diligently and take appropriate action, in case of fire or any other calamity, theft, etc. and to prevent it and further to reduce the damage and keep informed the appropriate authorities

3.0 COMMENCEMENT & COMPLETION OF SERVICE

- 3.1 The "Tenderer" will commence service within 7 days after issuing acceptance letter for the completion of work within one month.

4.0 QUALITY OF SERVICE

- 4.i it will be the responsibility of the contractor to maintain the high standard of service
- 4.2 In case of mishap within the premises of the employer, the same will be reported to the officer in charge, appointed by the engineer-in-charge, who will deal with all such matters. In case, the matter is required to be reported to the Police, the same shall be done by the employer or in exceptional cases by the agency on the instruction of the engineer-in-charge.

5.0 PENALTY OF SERVICES

- 5.1 If any loss to government properties/materials shall occur due to negligence of duties, it shall be responsibility of "Tenderer" and "Tenderer" shall have to pay or recovered from the bills for losses as per decision of Engineer-in-charge. The amount of losses shall be determined by department and shall be binding on the Agency. No claims of Agency in this respect shall be entertained.
- 5.2 In case of the non-performance, part-performance and under-performance of the work in accordance with the schedule of services on any day or part of the day, then the Department, would be entitled to be compensated as the case may be. Before deciding quantum of compensation the department may give notice to agency. The decision of CWC as regards the quantum of compensation will be final.

6.0 REGISTRATION WITH THE GOVERNMENT AND OTHER OBLIGATIONS

- 6.1 Tenderer shall be required to follow all directives of the Government under various Acts of Govt. of India and shall be registered with the authorities in the government towards the same.
- 6.2 CWC shall not be responsible for any extra claims of staff engaged by the contractor for the work of CWC.

7.0 TERMS OF PAYMENTS

- 7.1 No advance or mobilization advance or secured advance will be paid.
- 7.2 Income tax @ 2% and labour cess @ 1% of the total value of work will be deducted. It is to be noted that any taxes and/or other Governmental levies as applicable or becoming applicable later due to or under any law shall be deducted from the bill.
- 7.3 The payment will be made by account payee cheque / demand draft after completion of the work.

7.4 The "Tenderer" shall provide a Bank/Performance Guarantee in the prescribed Performance of 5% of tendered amount. The Bank/Performance Guarantee submitted by the "Tenderer" shall be valid up to 2 month beyond the completion of work. In addition to this security deposit of 5% of tendered amount shall be deducted from the bill including adjustment of Earnest money as security deposit at the time of making the payments.

7.5 For the purpose of this tender document "Tenderer", "Agency" and "Contractor" are synonymous.

8.0 JURISDICTION

8.1 All disputes or differences between the Parties to this agreement, meaning or effect of this agreement of the respective rights and liabilities of the parties here to or their enforcement there under, shall be referred as per the provision of the Indian Arbitration Act and only the courts in Hyderabad shall have jurisdiction in all matter arising out of or connected with the agreement.

9.0 NOTICES

9.1 Any notice given by one party to other pursuant to this Contract shall be sent to the other party in writing by registered post or fax confirmed in writing to the other party's address specified in this contract.

10.0 SUBCONTRACTS

10.1 The "Tenderer" shall notify the Department in writing of all subcontracts awarded under this contract and this shall not relieve any liability or obligation under the contract to the Agency.

10.2 The "Tenderer" shall not assign, in whole or any part, its obligations to perform under this contract, to other Agency without prior written permission of the Department.

11.0 AGENCY'S OBLIGATION

11.1 The "Tenderer" is obliged to work closely with the Department's staff, act within its authority and abide by directions issued by the Engineer-in-charge for implementation of works.

11.2 The "Tenderer" will abide by the job safety measures prevalent in India as per Government norms and will free the Department from all the demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities/ compensation arising from such incidents and will not hold the Department responsible or obligated.

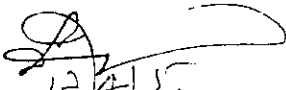
11.3 The "Tenderer" is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.

11.4 The Department shall not in any manner be responsible for any act, negligence, default; omission of any personnel engaged by the Contractor and no claim in this respect will lie against the Department. However, if any such claim is made against the Department, the agency shall indemnify / reimburse the Department against all the money paid and expenses incurred by the employer.

11.5 The "Tenderer" shall, in case any of its personnel is negligent in performing his duty resulting in inconvenience and / or loss to the property of the department, be liable to compensate the Department for such loss or damage. The extent of damages to be recovered

as such shall be determined after due inquiry by the Committee constituted by the competent authority of CWC. The decision of competent authority of CWC shall be final and binding on the Contractor.

- 11.6 The "Tenderer" shall be responsible for
- i) Providing valid Identity card duly to the personnel while on duty.
 - ii) Any personnel not found suitable to this office should be changed within 24 hours after a written request/complaint is made by Engineer in charge.
 - iii) Providing and ensuring all such amenities/implements/kit to the personnel as are required for a smooth and efficient execution of the work.
 - iv) Good character, conduct and behavior of the personnel deployed by him.
- 11.7 Any corrections/cuttings in the Tender document shall be initialed by the Tenderer.


12/4/15
Executive Engineer,
LG Division,
CWC, Hyderabad

Schedule of Quantities

Name of Work: Maintenance of FRP boats for the Sites at Tumnar, Amabal, Sonarpal and Kosagumda under ISD, Jagdalpur

S.No	Description of Equipment	Quantity	Unit	Rate	Per	Amount in Figures
1	Supply of following material towards repair of boat for 4 Nos of Sites (Tumnar, Amabal, Sonarpal and Kosagumda) under ISD/Jagdalpur including transportaion of all material/ chemicals (inflammable)/ ply wood etc. to the sites					
a	Resin @ 30 lit per each boat/ site (for both inside and outside of boat)	144	lit	500	lit	72000
b	FRP mat @ 8 Kg per each boat/ site	40	Kg	500	Kg	20000
c	Accelarator (chemical)@ 0.25 lit pereach boat/ site	1	lit	400	lit	400
d	Catalist (chemical) @ 0.25 lit per each boat/ site	1	lit	400	lit	400
e	Under water paint @ 4 liters per each boat/ site	16	lit	400	lit	6400
f	Water proofing ply wood (ISI mark) 8x4 feet size with required nails, adhesive etc for 4 nos boats @ 2 sheet per each boat	8	No	4200	No	33600
g	Thermo coal 2.5x3 feet size @ 3 pieces per each boat= 4*3=12	12	No	400	No	4800
2	Labour charges for repairing of FRP boats					
a	Mechanic Highly Skilled for 4 sites @ 5 days per Site	20	No	500	No	10000
b	Carpentar for 3 sites @ 2 days per Site	12	No	500	No	6000
c	Multi tasking worker for 4 sites for 3 days for assisting carpentar	12	No	400	No	4800
d	Multi tasking worker for 4 sites for 5 days for assisting and mechanic	20	No	400	No	8000

3	Labour charges for rolling/Turnover & turning down the FRP of boats to enable repair works					
a	Multi tasking workers for 4 Sites @ 12 Nos. for each site @ Rs. 350/- per day for turning down of FRP boats for 4 sites	48	No	350	No	16800
b	Multi tasking workers for 4 Sites @ 12 Nos. for each site @ Rs. 350/- per day for turning over of FRP boats for 4 sites	48	No	350	No	16800
	Sub-Total					200000
	Labour cess					2000
	VAT					10000
	Estimated Cost					212000

We agree to carry out the work "Maintenance of FRP boats for the Sites at Turnnar, Amabal, Sonarpal and Kosagumda under ISD, Jagdalpur" under LGD/CWC/Hyderabad as per the above NIT at the rate of%(Less/Excess).....(In words) at the cost Rs.....(in Words) over the estimated amount.

Signature of Contractor