

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
LOWER GODAVARI DIVISION

Room No. 333, 3rd Floor,
Krishna – Godavari Bhawan,
H.No.11-4-648, A.C. Guards,
Hyderabad – 500 004
Dated: 20-12-2014

No. LGD/DB/NIT/2014-15/ 2264-68

NOTICE INVITING TENDER

Sealed Item rate Tenders are hereby invited by the undersigned on behalf of President of India from the contractors for "Repairs/Renovation of EE's rooms (Room No. 303,316 & 413) and Rooms No. 302, 329 at KG Bhavan, CWC, Hyderabad" to the O/o the Executive Engineer, Lower Godavari Division, Central Water Commission, H. No. 11-4-648, Krishna Godavari Bhavan, Hyderabad (TS) as per the terms and conditions enclosed.

S. No.	Name of work	Estimated cost (Rs.)	EMD (Rs.)	Date of Opening	Cost of the Tender Document (Rs.)
1.	Repairs/Renovation of EE's rooms (Room No. 303,316 & 413) and Rooms No. 302, 329 at KG Bhavan, CWC, Hyderabad	2,00,000/-	4000/-	07/01/2015 @ 15:30 Hrs	500/- (By cash)

The Sealed Tenders should be submitted in two sealed covers. The first sealed cover should be super scribed as "Technical Bid" and the second sealed cover super scribed as "Financial Bid". Both the sealed covers should be placed in the main sealed envelope super scribed "Tender for Repairs/Renovation of EE's rooms (Room No. 303,316 & 413) and Rooms No. 302, 329 at KG Bhavan, CWC, Hyderabad" due for opening on 07/01/2015 at 1530 Hrs. This sealed Tender should be addressed to the Executive Engineer, Lower Godavari Division, Central Water Commission, H. No. 11-4-648, Krishna Godavari Bhavan, Hyderabad (TS) – 500 004 and reach this office on or before 07-01-2015 by 1430 Hrs

Tender documents available for sale @ Rs. 500/- each by cash in the O/o Executive Engineer, Lower Godavari Division, CWC, Hyderabad from 22-12-2014 to 06-01-2015 during the working hours between 10:30 Hrs to 16:30 Hrs. The details of tender will also be available in the website www.kgbo-cwc.ap.nic.in.

The Executive Engineer reserves the right to accept or reject any or all the tenders without assigning any reason.



Executive Engineer
Lower Godavari Division,
CWC, Hyderabad

For and On Behalf of President of India

Copy for information to:-

1. The Superintending Engineer, Godavari Circle, CWC, Hyderabad with a request to arrange to publish the same in CPP portal.
2. Deputy Director, O/o CE, CWC, KGBO, Hyderabad for uploading the same on KGBO Web site.
3. The AAO, Accounts Branch, LGD, CWC, Hyderabad.
4. Notice Board.
5. The Executive Engineer, UGD/LKD, CWC, Hyderabad.

Terms and Conditions:-

1. Details of Tender Document:-

- a) The Sealed Tenders should be submitted in two sealed covers. The first sealed cover should be super scribed as "Technical Bid" and should contain the proforma at Annexure I, III, IV furnishing the details of the Agency including past experience etc.
- b) The second sealed cover super scribed "Financial Bid" should contain only rates (Annexure II) which are to be quoted on item wise. Both the sealed covers should be placed in the main sealed envelope super scribed "Tender for Repairs/Renovation of EE's rooms (Room No. 303,316 & 413) and Rooms No. 302, 329 at KG Bhavan, CWC, Hyderabad" due for opening on 07-01-2015 at 1530 Hrs. This sealed Tender should be addressed to the Executive Engineer, Lower Godavari Division, Central Water Commission, H. No. 11-4-648, Krishna Godavari Bhavan, Hyderabad (TS) – 500 004 and reach this office on or before 07-01-2015 by 1430 Hrs. The tenders received after the due date and time will be rejected.
- c) The Tenders received will be opened on the same day i.e. on 07-01-2015 at 1530 Hrs in presence of Bidders or their representatives if present. Firstly, the technical bid will be opened and if found suitable, then the financial bid will be opened subsequently. The date of opening of financial bid will be announced later. Incomplete and conditional tenders shall not be accepted.
- d) Tender documents available for sale @ Rs. 500/- each by cash in the O/o Executive Engineer, Lower Godavari Division, CWC, Hyderabad from 22-12-2014 to 06-01-2015 during the working hours between 10:30 Hrs to 16:30 Hrs.
- e) The details of tender will also be available in the website www.kgbo-cwc.ap.nic.in.

2. Eligibility Criteria :

- 1) The Tenderers should have an experience of having completed such nature of works during the last 3 years ending 31st March, 2014.
 - 2) Turnover: - Average annual financial turnover on construction work should be at least 30% of Estimated Cost during the last 3 financial years.
 - 3) The contractor should enclose the following documentary proof /evidence to substantiate the eligibility criteria along with the Tender.
 - Attested Copy of Registration certificate.
 - Attested copy of Income tax clearance and sales tax clearance certificate.
 - Attested Copy of Service Tax Registration.
 - Attested Copy of PAN number.
 - List of work orders of like nature awarded to the firm from the Year 2011-12 to till date from State /Central Govt. Departments and the time within which the works were completed
 - 4) Tenders submitted without any of the above attested documents will be rejected.
3. EMD for Rs. 4000/- (Rupees Four Thousands, Only) in the form of Demand Draft drawn in favour of the Executive Engineer, Lower Godavari Division, CWC, Hyderabad payable at Hyderabad should be enclosed. The EMD will be released to the unsuccessful bidders after awarding work order to the successful bidder. The EMD of the successful bidders shall be taken into account as security deposit.

If any Tenderers withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money absolutely.

If contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited to the President of India automatically without any information.

4. One Bid per Bidder :

Each bidder shall submit only one bid either by himself or as a partner in a joint venture. Bidder who submits or participates in more than one bid will be disqualified.

5. Contents of bidding documents:

The set of bidding document comprises the following documents:

- a) Notice Inviting Tender.
- b) Terms and conditions of the contract
- c) Letter of Acceptance
- d) Issue of notice to proceed with work.
- e) Contract/Agreement form
- f) Bank Guarantee form for performance security.

6 Amendment of Bidding Document:

At any time prior to the deadline for submission of bids, the Employer may amend bidding documents by issuing suitable addenda. Any addendum thus issued, shall be part of the bidding document and shall be communicated in writing to all bidders of the bidding document. To give perspective bidders, reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

7. Language of the Bid

All documents relating to the bid shall be in the English language. However, the documentary proofs such as registration certificate etc. can be in English or local language

8. Security Deposit/ Performance Guarantee

- The successful bidder shall have to deposit an amount equal to 5% of the tendered and accepted value of the work as "Performance Guarantee" in favour of Executive Engineer, Lower Godavari Division, CWC, Hyderabad on receipt of Letter of Acceptance in the form of cash or Government securities or FDRs etc., within 10 days
- The Performance Guarantee will be forfeited in case, termination of the contract by the Department due to lapses on the part of the Contractor/Successful Bidder.
- A sum of 5% of the gross amount of bill shall be deducted as Security Deposit from the first/final bill along with the sum already deposited as EMD, amounts to 5% of the tendered amount of the work. The 5% of performance guarantee will be released on completion of the Contract period and the remaining 5% of security deposit will be released after six months from completion of the work.

9. The Right to reject any tender or all the tenders, without assigning any reason thereof rests with the Undersigned.

10. Bid Prices :

- a) The bid shall be for the full quantity as described in the schedule of work, corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- b) Rates quoted shall be inclusive of all charges, taxes and other levies and incidental expenses, if any payable.
- c) The rates quoted by the bidders shall remain fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) No additional charges will be paid over and above the quoted rates of the Agency and the department shall also not pay any extra amount on any account.
- e) The rates shall be quoted in Indian Rupee only.
- f) Rates for all items shall be quoted in figures as well as in words. Amount for each item shall be worked out and requisite total given. All corrections shall be attested by the dated initials of the tenderer.

g) If on check there are differences found between the rates given by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed for deciding the correct rate which shall be final and binding on the tenderes.

i) When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the contractor, shall be taken as correct.

ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor (s) in words shall be taken as correct.

iii) When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.

iv) In the event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as Zero and work will be required to be executed accordingly.

11. Bid Validity :

Bid shall remain valid for the period of 60 days from the date of bid opening. In exceptional circumstances prior to the expiry of the original bid validity, the Employer may request the bidders to extend the period of validity in a specified additional period. The request and the responses thereto shall be made in writing.

12. Corrupt and fraudulent practices

It is expected that Bidders under this contract observe the higher standard of ethics during the execution of this contract. In pursuance of this policy, the employer;

(a) Defines for purpose of these provisions, the terms set forth below as follows:

i. 'Corrupt practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the contract execution, and

ii. 'Fraudulent practice' means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive the employer of the benefits of free and open competition.

(b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for contract in question.

13. Clarification of Bidding Documents

To assist in the examination, evaluation and comparison of bids, the Employer may at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought or offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids

14. Examination of Bids and Determination of Responsiveness:

A substantially responsive bid is one that confirms to all the terms and conditions of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the work and which limits in any substantial way inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract, or whose Rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal and the non-confirming deviations or reservations.

15. Award criteria

The employer shall award the contract to the Bidder whose Bid has been found to be substantially responsive and who has offered the lowest evaluated Bid Price.

16. Notification of Award.

The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the Bid validity period.

17. Dispute Resolution Mechanism:

Any disputes arising on the contract will be referred to Superintending Engineer, Godavari Circle, CWC, Hyderabad and his decision will be final and binding on the bidder.

18. Signing of Contract:

The successful bidder, on acceptance of his bid by the Accepting Authority, shall, within 10 days from the stipulated date of start of the work, sign and execute the Contract in the contract/agreement form.

19. Changes in Contractor's organization to be approved :

Where the contractor is a partnership firm, the previous approval in writing of the Employer shall be obtained before any change is made in the constitution of the firm.

20. Materials:

- All the construction material required for the construction work are to be procured in advance by the tenderer only. The Executive Engineer will not entertain any request of the tenderer in this regard for the delay in completion of work due to non-availability of any materials.
- The contractor shall bear all incidental charges for cartage, storage and safe custody of the materials

21. Safety Measures:

- 1) In respect of all labour directly or indirectly employed in the work for the performance of the contractors part of this agreement, the contractor shall at his own expense arrange for the safety provisions as per DAE safety code framed from time to time and shall at his own expense provide for all facilities in connection therewith.
- 2) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
- 3) The contractor shall be responsible for the safety of the persons employed by him on the works and shall report serious accidents to any of them,

22. Payment Terms:

No intermediate payment shall be made for work. The payment will be released to the agency by the Executive Engineer within 10 days after obtaining the Bill First/Final in duplicate from the Agency.

The payment will be made on the basis of the actual measurement.

23. Time schedule:

- The entire work shall be completed within 30 days from the date of work started, in all respects. The work shall not be considered as complete until the Executive Engineer has certified virtual completion in writing. The defects liability period shall commence from the date of such certificate.

24. Suspension of Work:

The contractor may be granted extension of time with the approval of the Executive Engineer for the works delayed due to heavy rains, natural calamities etc. The contractor shall not be entitled to any compensation on account of such delay.

25. Penalty:

For any delay in completion of the work other than by reason of any exceptionally inclement weather, a penalty of @1.5% per month of delay to be computed on per day basis.

26. Termination of Contract:

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-Charge on behalf of the President of India shall have the option of terminating the contract without compensation to the contractor.

27. Completion of work:

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Executive Engineer and within thirty days of the receipt of such notice the Executive Engineer shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion.

28. Other terms and conditions:

- 1) The contract shall not employ the worker below the age of 18 years on the work.
- 2) All necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- 3) The Superintending Engineer, Godavari Circle, CWC, Hyderabad may consider relaxation of any of the terms and conditions of the Contract, if required.
- 4) The employees of CWC and their relatives are not eligible to participate in this Bid.
- 5) The work should be completed satisfactory and in all respects as directed by the Executive Engineer.
- 6) The contractor shall pay any local charges relating to execution of work and he should arrange for all temporary connections.



Executive Engineer
Lower Godavari Division