

## **TENDER DOCUMENT**

**“Miscellaneous works i.e rain water harvesting pit, marking shade for DG set, water proofing of water tank etc. in Parivesh Bhawan, Central Pollution Control Board ‘Parivesh Bhawan’, East Arjun Nagar Delhi – 110 032**



**Central Pollution Control Board  
‘Parivesh Bhawan’, East Arjun Nagar  
Delhi – 110 032**

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## NOTICE INVITING TENDER

The Member Secretary Central Pollution Control Board (CPCB) invites e- tenders in two bid system for "Miscellaneous works i.e rain water harvesting pit, marking shade for DG set, water proofing of water tank etc. in Parivesh Bhawen, East Arjun Nagar, Delhi – 110 032." from the approved and eligible enlisted contractor of CPWD in composite category/MES/Railways or other Govt. Department. The details are as below: -

S.N	NIT No.	Name of work and location	Estimated cost put to bid	Earnest Money	Period of completion	Last date and time of submission of technical and financial bid	Time and date of opening of Eligibility bid
1.	CPCB/Bldg./ Civil/Miscellaneous works /2021-22 Dated: 15.07.2021	"Miscellaneous works i.e rain water harvesting pit, marking shade for DG set, water proofing of water tank etc. in Parivesh Bhawen, East Arjun Nagar, Delhi – 110 032"	9,52,080/-	Undertaking as per Annexure-I	04 months	18.08.2021 upto 15:00 hrs.	19.08.2021 15.30 hrs.

As per the order no. F.9/4/2020-PPO dated; 12.11.2020 issued by the Ministry of Finance, Govt. of India, the EMD has been exempted, however, the bidders have to submit an undertaking in the format given at Annexure-I. The undertaking has to be uploaded alongwith the technical bid, failing which the bid will be rejected.

1. The tender document can also be downloaded from CPCB website [www.cpcb.nic.in](http://www.cpcb.nic.in).

#### 2. DOCUMENTS REQUIRED TO BE ATTACHED IN THE TECHNICAL BID:

Only those contractors who fulfil the following requirements shall be eligible to apply.

Similar work shall mean works of "Miscellaneous civil works".

a. Should have satisfactorily completed the similar works as mentioned below during the last 7 years ending on 31.03.2021.

Three similar works each costing not less than Rs. 3.81 Lacs

OR

Two similar works each costing not less than Rs. 4.76 Lacs

OR

One similar works each costing not less than Rs. 7.62 Lacs

b. Should have registered in appropriate category in CPWD/MES/Railways or other Govt. Department and should have valid GST registration and PAN number.

c. Affidavit certifying that the contractor/firm has not been involved in any criminal case and has not been blacklisted in any Govt./ semi Govt. organization (Affidavit should be in non-Judicial Stamp Paper and certified by Notary Public or on firm letter head).

d. Undertaking for EMD exemption and signed copy of bid document.

**Self-attested copies of the above documents are to be uploaded in technical bid in folder a to d, failing which the tender will be rejected.**

#### 4. MODE OF SUBMISSION OF TENDER

The tender shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> latest by 15.00 Hrs. on 18.08.2021. Late submission of tender will be rejected. The same will be opened 15.30 Hrs. on 19.08.2021.

Tenderer/Contractor are advised to follow the instructions "Instructions to Bidder for Online Bid Submission" provided in the Annexure "A" for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

#### 5. OPENING OF TENDER

The tender i.e. technical bid will be opened in Training Hall, Ground Floor, CPCB, at 15.30hrs on 19.08.2020. The bidders have the liberty to be present either in person or through an authorized representative at the time of opening of the tenders. **The financial bid of only those tenderers will be opened whose technical bid are found to be acceptable.**

**In the event of more than one bidder becomes L1, the Competent Authority in CPCB reserves the right to select one of the L1 bidders based upon various norms like quality of work experience, number of years in operation and other credentials like work completion certificate of any Central Government / State Government Undertaking /Organisation etc.**

6. The site for the work is available/or the site for the work shall be made available for inspection on all working days except on Saturday, Sunday and Public Holidays.
7.
  - a) The contractor should quote rate and amount in the figures as well as in words. The amount for each item should be worked out and the requisite totals given.
  - b) Special care should be taken to write the rates in figures as well as in words, and the amounts in figures only in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, "Rs." should be written before the figures of rupees and "P" after the decimal figures, e.g. Rs. 2.15 P and in case of words, the word 'Rupees' should precede and the word "Paise" should be written at the end. Unless the rates are in only rupees and followed by the words 'only' it should invariably be upto two decimal place. While quoting the rate in schedule of quantities, the words 'only' should be written closely following the amount and it should not be written in the next line.
  - c) Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates figures and words. However, if a discrepancy is found, the rates which correspond with an amount worked out by the contractor shall be taken as correct.
  - d) If the amount of an item is not worked out by the contractor it does not correspond with the rate written either in figure or in words than the rate quoted by the contractor in words shall be taken as correct.
  - e) Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly the rate quoted by the Contractor will be taken as correct and not the amount.

8. The contractor, whose tender is accepted (unless exempted) will be required to furnish by way of performance guarantee for the fulfillment of his contract such sum as will amount at the rate of 5% of the awarded value of the contract. The Performance Guarantee will be deposited either by the way of Bank Guarantee/FDR within the 15 days of award of work.

The Performance Guarantee will be released after the 'defects liability period' subjects to verification of defects.

9. The acceptance of a tender rests with the CPCB, which does not bind itself to accept the lowest tender and reserves itself the authority to reject any or all of the tenders received 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.

CPCB reserves itself the right to accept the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

10. Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to be canvassing will be liable to rejection.
11. All rates to be quoted in the proper form in the tender.
12. Any item rate tender containing percentage below/above will be summarily rejected. However, where a tenderer voluntarily offers rebate or payment within a stipulated period, this may be considered.
13. On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from CPCB shall be communicated to the CPCB.
14. Any tax or liability in respect of this contract shall be payable by the contractor and CPCB will not entertain any claim whatsoever in this respect.
15. The tender for works shall remain open for acceptance for a period of 03 months from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to CPCB, without prejudice to any other right or remedy, CPCB will be at liberty to go for suspending the bidder for the time period specified in the tender document.
16. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the components or parts and that after work is awarded, he will have to enter into an agreement for each component or part with CPCB.
17. The contractor should see the site and understand the work requirements and in case of doubt, obtain required particulars, which may in any way influence his tender, from the CPCB as no claim whatsoever will be entertained for any alleged ignorance thereof.
18. If it is found that the tender is not submitted in proper manner or contains too many corrections or absurd rates or amounts, it would be summarily rejected by CPCB.
19. The bidder is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.

20. The Contractor shall comply with the provision of the Apprentices Act, 1961, and the rules and orders issued there under from time to time. If fails to do so, his failure will be breach of the contract and the CPCB may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.
21. In case of any misshaping/accident during the execution of the work or any damage to the CPCB property, the contractor is liable to pay the damages to CPCB or compensation to the workers.
22. The contractor's responsibility for the contract shall commence from the date of issue of orders of acceptance of tender.
23. Specifications to be followed for execution of work: - Civil and Electricals with correction slip issued up to date.
24. Before tendering, the contractor shall inspect the site to get fully acquaint himself about the condition in regard to accessibility of site and nature of ground, working condition including stacking of materials, installations of T & P etc. conditions affecting accommodation and movement of labour etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the department in any circumstances.
25. Requirement of Technical Representative(s) and recovery Rate: -

S.N	Designation	Discipline	Minimum qualification	Minimum Experience	Number	Rate of recovery at following rates in case of non-compliance	
						Figure	Word
1.	(Principal Technical Representative Project Planning/ Site/ Billing Engineer)	Civil/Mech./Elect Engg.	Graduated Engineer OR Diploma Engineer	2 years 5 Year	ONE	15000/- per month	Rs. Fifteen Thousand per month

Executive Engineers retired from Government services holding diploma will be treated at par with graduate engineers. Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

26. The contractor shall submit list of works which have been handled by him in the previous financial year and on the works in hand (progress) in the format as given below:

**Works Handled in the Previous Financial Year (2020-21)**

Name of work	Name and particulars of place where work was done	Value of work	Position of works (In progress/completed)	Remarks
1	2	3	4	5

**Works in Hand in the Current Financial Year (2021-22)**

Name of work	Name and particulars of place where work was done	Value of work	Position of works (In progress/ completed)	Remarks
1	2	3	4	5

**LETTER SUBMITTING TENDER**

To  
The Member Secretary  
Central Pollution Control Board  
Parivesh Bhawan, East Arjun Nagar  
Delhi – 110 032

Sir,

With reference to the tender invited by you for “Miscellaneous works i.e rain water harvesting pit, marking shade for DG set, water proofing of water tank etc. in Parivesh Bhawan, Central Pollution Control Board, Parivesh Bhawan’, East Arjun Nagar, Delhi – 110 032.” I/We do hereby offer to execute the works under ‘contract at the respective rates’ mentioned in the Bill of Quantities. I/We have seen the site and read the articles of agreement, conditions of contract, specifications and special clauses forming part of the Bill of Quantities. I/We agree to finish the whole of the works within three months as specified in the tender.

I/We have deposited as Earnest Money Rs..... (Rupees ..... Only) in the form of Bank draft in favour of Central Pollution Control Board, which amount is not to bear any interest. I / We do hereby agree that this sum shall be forfeited by you in the event our tender is accepted and I /We fail to commence the contract when called upon to do so, within a period of 15 days after award of work.

I/We understand that you are not bound to accept the lowest or any tender that you receive.

Yours faithfully,

Name of partners of the firm

Name of Bankers

Tenders submitted on .....

**BILL OF QUANTITIES**

S.N.	Description of items	Unit	Qty.
1.	Providing and fixing factory made precast RCC perforated drain covers, having concrete of strength not less than M-25, of size 1000 x 450x50 mm, reinforced with 8 mm dia four nos longitudinal & 9 nos cross sectional T.M.T. hoop bars, including providing 50 mm dia perforations @ 100 to 125 mm c/c, including providing edge binding with M.S. flats of size 50 mm x 1.6 mm complete, all as per direction of Engineer-in-charge.	each	2
2.	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. All kinds of soil	cum	20
3.	1:5:10 (1 cement : 5 coarse sand (zone-III): 10 graded stone aggregate 40 mm nominal size)	cum	4.0
4.	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level: 1:1.5:3 (1 cement: 1.5 coarse sand (zone-III): 3 graded stone aggregate 20 mm nominal size)	cum	12
5.	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	kg	1400
6.	12 mm cement plaster of mix: 1:4 (1 cement: 4 coarse sand)	sqm	300
7.	Brick work with common burnt clay bricks of class designation 7.5 in mud mortar	cum	25
8.	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	cum	20
9.	Providing and fixing precoated galvanised iron profile sheets (size, shape and pitch of corrugation as approved by Engineer-in-charge) 0.50 mm (+ 0.05 %) total coated thickness with zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns. Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length upto 12 metre or as desired by Engineer-in-charge. The sheet shall be fixed using self drilling /self tapping screws of size (5.5x 55 mm) with EPDM seal, complete upto any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required.	sqm	200
10.	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	kg	2000
11.	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade: Two or more coats on new work	sqm	200
12.	Providing, mixing and applying SBR polymer (of approved make) modified Cement mortar in proportion of 1:4 (1 cement: 4 graded coarse sand with polymer minimum 2% by wt. of cement used) as per specifications and directions of Engineer-in-charge. <b>Note:</b> Measurement and payment: The pre-measurement of thickness shall be done just after the surface preparation is completed and Payment under this item shall be made only after proper wet curing has been done and surface has been satisfactorily evaluated by sounding / tapping with a blunt metal instrument and/or the 75mm size cube crushing strength at the end of 28 days to be not less than 30 N/ mm <sup>2</sup> ). 25 mm average thickness in 2 layers.	150	sqm
13.	Providing and fixing hard drawn steel wire fabric of size 75 x25 mm mesh or other suitable size wire mesh to be fixed & firmly anchored to the concrete surface by means of "L" shaped mild steel shear key welded with existing reinforcement including the cost of materials, labour, tool & plants as approved by engineer-in-charge.	150	sqm
	Total Amount		
	Tax, If any in Rs.		
	Total Amount with Tax		

**ARTICLES OF AGREEMENT**

Made at ..... this ..... day of ..... between.....  
.....(hereinafter referred to as the Employer which expression shall include his, Executors, Administrators and Assigns) of the other part WHEREAS the employer is desirous of "Miscellaneous works i.e rain water harvesting pit, marking shade for DG set, water proofing of water tank etc. in Parivesh Bhawen, Central Pollution Control Board, 'Parivesh Bhawan', East Arjun Nagar, Delhi – 110 032."

WHEREAS the said drawings and the specifications and the priced schedule of quantities have been signed by or on behalf of the parties hereto and WHEREAS the contractor has agreed to execute upon and subject to the conditions at forth herein (hereinafter referred to as 'the conditions') the work shown upon "the said Drawings" and described in "the said specifications" and the said "Priced Schedule of Quantities"

At the respective rates mentioned in the priced Schedule of quantities attached.  
and WHEREAS the contractor has deposited Rs..... Rupees ..... ) with the employer for the performance of the Agreement.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of the payments to be made to the contractor as hereinafter provided he shall upon and subject to the said conditions execute and complete the works shown upon the said drawings and such further detailed drawings as may be furnished to him by the said Architects and described in the specifications and the said priced schedule of quantities.
2. The employer shall pay the contractor such sums as shall become payable hereunder at the time and in the manner specified in the said conditions.
3. The plans, agreements and documents mentioned above shall form the basis of this contract and the decision of the said employer as mentioned in the conditions of contract with reference to all matters of dispute as to the material, workmanship or account and as to the intended interpretation of clauses of this agreement or any other document attached hereto shall be final and binding on both parties and shall be made a rule of court.
4. The said contract comprises the above mentioned buildings and all subsidiary works connected there within the same site as may be ordered to be done from time to time by the said employer even though such works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
5. The said conditions and special conditions, specifications, schedule of quantities, wage schedule of labour and schedule of materials to be supplied by the employer and guarantee bond shall be read with construed forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulation and perform the agreements on their parts respectively in such conditions contained.
6. The Employer reserves to himself the right of altering the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alternations or variations shall be carried out without prejudice to this contract.
7. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Delhi and courts in Delhi shall have jurisdiction to determine the same.
8. The several parts of this contract have been read by us and fully understood by us. As witness our hands this ..... day of .....

Signed by the said

\_\_\_\_\_ in the presence of witnesses

\_\_\_\_\_ employer

1. Signed by the said

2. \_\_\_\_\_ In the presence of \_\_\_\_\_



## INTEGRITY PACT

To,

Member Secretary  
Central Pollution Control Board  
Parivesh Bhawan, East Arjun Nagar, Delhi-110032

**Sub: Submission of Tender for the work of** "Miscellaneous works i.e rain water harvesting pit, marking shade for DG set, water proofing of water tank etc. in Parivesh Bhawan, Central Pollution Control Board, 'Parivesh Bhawan', East Arjun Nagar, Delhi – 110 032."

Dear Sir,

I/We acknowledge that CPCB, MoEF&CC Government of India is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CPCB, MoEF&CC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, CPCB, MoEF&CC shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully  
(Duly authorized signatory of the Bidder with rubber stamp on their Letter head)

## CONDITIONS OF CONTRACT

### 1. Interpretations

In Construing these conditions, the specifications, the priced schedule of quantities, tender and agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required:-

“Employer” shall mean Central Pollution Control Board And his (their) heirs, legal representatives, assigns and successors.

“ Contractor” shall mean .....

..... and his (their) heirs, legal representatives, assigns and successors.

“Site” shall mean the site of the contract works as shown bounded on the site plan attached hereto including any buildings and erections thereon and any other land adjoining thereto (inclusively) as aforesaid allotted by the Employer for the Contractor’s use.

“This Contract” shall mean the Articles of Agreement, special conditions, these conditions, the priced schedule of quantities, the specifications, and the appendix and the drawings, additional instructions issued till the receipt of the tender and subsequently correspondence if any till the date of acceptance of tender, and the letter of acceptance of contract.

“Act of Insolvency” shall mean any act of Insolvency as defined by the Presidency town Insolvency Act, or the provincial act or any amending statute.

“Notice in writing” or written notice shall mean a notice typed or printed characters sent (unless delivered) personally or otherwise provide to have been received by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

“Virtual completion” shall mean that building is in the opinion of Employer fit for occupation.

“Words imputing persons” include firms and corporations. Words imputing the singular only also include plural and vice versa where the context so required.

### 2. Scope of work

The contract in brief covers “Miscellaneous works i.e rain water harvesting pit, marking shade for DG set, water proofing of water tank etc. in Parivesh Bhawen, Central Pollution Control Board, ‘Parivesh Bhawan’, East Arjun Nagar, Delhi – 110 032”. The contractor shall carry out and complete the works in every respect in accordance with this contract and in accordance with the directions and to the satisfaction of the employer. The employer in their absolute discretion from time to time issue further drawings and / or written instructions, details, directions and explanations which are hereafter collectively referred to as the “Employer’s Instructions” in regard to:-

- a) The variation or modification of the design, quality of works or the additions or omission or substitution of any work.
- b) The removal from the site of any materials brought there on by the contractor and the substitution of other materials therefore.
- c) The removal and/or re-execution of any works executed by the contractor.
- d) The dismissal from the works of any persons thereupon.
- e) The opening up for inspection of any work covered up.
- f) The amending and making good of any defects under clause (11)

### 3. Authorities, Notice and Patents

The contractor shall confirm to the provisions of any acts of the legislature relating, to the works and to the regulations and bye-laws of any authority, and of any water, lighting and other companies and /or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the drawings or specifications that may be necessitated by so confirming give to the Employer written notice, specifying the variation proposed to be made and the reason for making it, and apply for instructions, thereon. In case the contractor shall not within in seven days receive such instruction he shall proceed with the work confirming with the provisions, regulations or bye-laws in question.

The contractor shall arrange to give all notice; required by the said acts, regulations or bye-laws to be given to any authority, and to pay to such authority, or to any public officer all fees that may be properly chargeable in respect of the works, and lodge the receipts with the employer.

The contractor shall identify the Employer against all claims in respect of patent rights and shall defend all actions arising from such claims unless he has informed the employer before any such infringement received their permission to proceed and shall himself pay all royalties license fees, damages, costs and charge of all and every sort that may be legally incurred in respect thereof.

### 4. Access

The employer, their representative shall at all reasonable times have free access to the work and / or to the workshop factories, or other places where materials are being prepared or construct the contract and also to any other place where the materials are lying or from which they are being obtained, and the contractor shall give every facility to Employer and their representative necessary for inspections and examinations and tests of the materials and workmanship. Except the representatives of public authorities, no person shall be allowed on the works at any time without the written permission of the employer.

If any work is to be done at the place other than the site of works, the contractor shall obtain the written permission of the employer for doing so. The work during the progress / on completion can also be inspected by the employer.

### 5. Dismissal of workmen

The contractor shall on the request of the employer immediately dismiss from the works any person employer thereon who may, in the opinion of the employer, be unsuitable or incompetent or who may misconduct himself, and such person shall not be again employed or allowed on the work without the permission of Employer.

## **6. Date of Commencement and completion**

The contractor shall be allowed admittance to the site on the "Date of commencement" stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same on or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.

The time being the essence of contract, the contractor will adhere to time and progress chart and will give proportionate progress in proportionate time i.e. 1/8<sup>th</sup> of work in 1/4<sup>th</sup> of the time, 3/8<sup>th</sup> of the work in 1/2 of the time and 3/4<sup>th</sup> of the work in 3/4<sup>th</sup> of the time and commensurate with the progress as envisaged in the bar chart based on the analogy had accepted by the employer. In case of failure on the part of the contractor to give proportionate progress in proportionate time then the employer may recover by way of liquidated damages the amount calculated as described in the appendix shall however be refunded in case the individual items and the entire works are completed by the target dates, as decided by the employer, whose decision shall be binding.

## **7. Assignment**

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share interest therein nor shall he take a new partner without the written consent of the employer, and no subletting shall relieve the contractor from the full and entire responsibility of the contractor or from active superintendence of the work during its.

## **8. Schedule of quantities**

The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the method of measurement mentioned in the specifications and shall be considered to be approximate and no liability shall attach to the employer for any error that may be discovered therein.

## **9. If in the opinion of the employer the work be delayed**

- a) By force of nature such as incessant rain, flood, fire and like natural calamities or
- b) Reason of any exceptionally inclement of weather or
- c) By reason of proceeding taken or threatened by or dispute with adjoining or neighbouring owners or public authorities or
- d) By the works or delays of other contractor or tradesman engaged by the employer and not referred to in the schedule of quantities and /or specification or
- e) By reason of employer's instructions as per clause No.2 or
- f) By reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or
- g) By consequence of the contractor not having received in due time necessary instructions from the employer for which he shall have specially applied in writing or
- h) From other causes which the employer may certify as beyond the control of the contractor or
- i) In case of strike or lockout the contractor shall give written notice thereof to the employer, but the contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of employer to proceed with the work. The employer shall make a fair and reasonable extension of time for the completion of the contractor work.

## **10. Damage for non-completion**

If the contractor fails to complete the work by the date of completion stated in the appendix or within any extended time under clause 10 thereof and the employer certify in writing that in their opinion the same ought reasonably so to have been completed, the contractor shall pay or allow the employer the sum named in the appendix as "liquidated Damaged" for the period during which the said works shall so remain incomplete and the employer may deduct such damage from any moneys due to the contractor.

## **11. Failure by Contractor to comply with employer's instructions**

If contractor after receipt of written notice from the employer requiring compliance, with such further drawings and / or employer's instructions fails within seven days to persons to execute any such work whatsoever may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the contractor by the employer as a debt or may be deducted by him from any moneys due to the contractor.

## **12. Certificate and payment**

The contractor shall be paid by the employer from time to time by instalments under interim certificates to be issued by the employer to the contractor on account of the works carried when in the opinion of the employer work to the approximate value named in the appendix as value of works for interim certificates (less at the reasonable discretion of the employer) has been executed in accordance with this contract, subject however to a retention of the percentage of such value named in appendix hereto as "Retention percentage of interim certificates". The employer may in their discretion include in the interim certificate such amount as per standard CPWD procedure on account of material delivered upon the site by the contractor for use in the works.

And when the works have been virtually completed and the employer shall have certified in writing that they have been so complete the contractor shall be paid by the employer in accordance with the certificate to be issued by the employer the sum of money named in the appendix as 'Instalment after virtual completion' and the contractor shall be entitled to the payment of the final balance in accordance with the final certificate to be issued in writing by the employer at the expiration of the period referred to as "Defects Liability period" in the appendix hereto from the date of virtual completion or soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen. Provided always that the issue of the employer of any certificate during the progress of the work set or after their completion shall not relieve the contract or from his liability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt. Within the certificate and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the employer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract. The employer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to their satisfaction. Payments on interim certificate shall be made within the period named in the appendix "Period of honoring Certificate" after such certificate have been delivered to the employer and vetted by the CPCB.

### **13. Certificate of Virtual completion**

The works shall not be considered as completed until the employer have certified in writing that they have been virtually completed and the defects liability period shall commence from the date of such certificate.

### **14. Employer delay in progress**

The employer may delay the progress of the works without vitiating, the contract and grant such extension of time for the completion of contract as they may think proper and sufficient in consequence of such delay, and the contractor shall not make any claim for compensation of damages in relation thereto.

### **15. Restriction of work to be carried out**

if at any time after commencement of the work, the employer shall for any reason what so ever not require the whole work or part thereof as specified in the tender to be carried out, the contractor shall have no claim to any payment of compensation whatsoever on account of any profit / advantage / on which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out nor shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated. Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of work by the contractor and tendered surplus as result of abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided however, that the employer shall have in such cases the option of taking over all or any such materials at their purchase price or at local current rates which ever may be less.

In case of such stores having been issued from employer stores and returned by the contractor to employer stores, credit shall be given to the contractor at rates not exceeding those at which they were originally issued to him after taking in to consideration and deduction for claims on account of any deterioration or damage while in custody of the contractor and in this respect the decision of the employer shall be final.

### **16. Suspension**

If the contractor except on account of any legal restraint upon the employer preventing the continuance of work shall suspend the works or in the opinion of the employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default in respect of clause No.2 the employer shall have the owner to give notice in writing to the contractor requiring that the work be proceeded within reasonable manner and with reasonable dispatch, such notice shall purport to be a notice under this clause. After such notice shall have been given the contractor shall not be at liberty to remove from the site of the work or from any ground contiguous thereto any plant and materials belonging to him which will have been placed there on for the purpose of the works and the employer shall have a lien upon all such plant and materials subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fail for seven days after such notice have been given to proceed with the works as therein prescribed the employer may proceed as provided in clause No.15.

### **17. Termination of contract by employer**

Termination of contractor (being an individual or a firm) commit any "Act of insolvency" or shall be adjudged insolvent, shall make an assignment or composition for the benefit of the greater part in number or amount of his creditors or shall enter into a deed of assignment with his creditors or (being an incorporated company) shall have an order made against him or pass an effective resolution of winding up either compulsorily or subject to the supervision of the court or voluntarily or if the official assignee of the contractor shall repudiate the contractor if the official assignee or the days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract and if required by the employer to give security therefore or if the contractor (whether an individual, firm or incorporated company) shall suffer execution to be issued, or if the contractor shall suffer any payment contractor shall assign or sublet the contract, without the consent in writing of the Employer first obtained, or any payments due or which may become due to the contractor there under, of if the employer shall certify in writing that in their opinion the contractor;

I. Has abandoned the contract.

- II. Has failed to commence the work, or has without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving from the employer written notice to proceed, or
- III. Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- IV. Has failed to remove materials from the site or to pull down and replace works within seven days after receiving from the employer written notice that the said materials or work were condemned and rejected by the employer under these conditions, or
- V. Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor to observe perform the same, or

Any other decision, opinion, direction, certificate or valuation of the employer to give any of the same shall be subject to the right of Arbitration and review in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the employer.

#### **18. Deposit**

The amount deposited by the contractor along with his tender shall be retained with the employer and it shall be returned to the contractor on the virtual completion of the works. In case of default in any of the foregoing conditions the deposit amount shall be forfeited the employer.

**19.** The contractor undertakes to ensure due and complete compliance with all laws, regulations, rules etc. whether of the central government or the state government or of any other competent authority applicable to the workmen employed or whose services, are otherwise availed of by the contractor whether in connection with the construction work at the site or otherwise. The employer shall have the right to inspect the records maintained by the contractor concerning such workmen from time to time and contractor shall whenever required by the employer produce such records as the employer's may call upon the contractor produce for the employer inspection in order to ascertain whether or not the requirement of all such laws, regulations, rules etc., have been complied by the contractor. In the event of any contravention of such laws, regulations, rules etc., coming to light as a result of such inspection or otherwise the employer shall have the right to require the contractor effect such.

**20.** The employer shall not be responsible if any accident or death is caused during the execution of work, the contractor shall be responsible to pay the compensations.

### Settlement of Dispute and Arbitration

I. All disputes and differences arising out of or in connection with the contract and works of any nature assigned under the same (whether during the progress of the works or after their completion), determination, abandonment or breach of the contract shall be referred to a team of three men arbitrator appointed by the Chairman, CPCB. The arbitrators shall elect an umpire among them. In case of conflicting findings by the arbitrators, the decision of the umpire shall be final and binding. It will not be an objection to any such appointment that the arbitrators are the government servants and had any interest in the board or the contract entered into directly or indirectly. In all cases, the arbitrators shall state their decision in writing and if amount of claims in dispute is Rs.50,000/- and above, the arbitrators shall give reasons for award.

Subject as aforesaid the provisions of the arbitrations cancellation act or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

II. It is a term of the contract that the party involving the arbitration shall specify the dispute or dispute to be referred to the arbitrator under this clause together with the amount or amounts claimed in respect of each such dispute.

III. It is also a term of the contract that if the contractor's do not make any demand for arbitration in respect of any claims in writing within 90 days of receiving the intimation from the CPCB that final bill is ready for payment, the claim of the contractor's will be deemed to have been waived and absolutely barred and the board will be discharged and released of all liabilities under the contract in respect of these claims.

IV. The decision of the employer regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work which may be decided will be final and would not be open to arbitration. Provided always that no compensation shall be payable for any loss in always that no compensation shall be payable for any loss in consequence of hostilities or war-like operation (a) unless the contractor had taken all such precautions against Air raid as are deemed necessary by A.R.P officers or the Engineers In Charge, (b) for any materials etc., not on the site of work or for any tools and plant, machinery, scaffolding temporary buildings and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the employer compliance within such time as the employer may prescribe in that behalf and in the event of the contractor failing to effect such compliance within the time prescribed by the employer then the employer shall without prejudice to his other rights be entitled to withhold from the amount payable to the contractor any amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The employer shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to their employer under the contract as a result of termination.

\_\_\_\_\_  
CPCB

\_\_\_\_\_  
CONTRACTOR/BIDDER

Witnesses

1.

2.

APENDIX

1.	<b>Date of Commencement</b>	10 <sup>th</sup> day from the date of issue of letter of award.
2.	<b>Date of completion</b>	04 months from the date of commencement.
3.	<b>Insurance</b>	As directed.
4.	<b>Liquidated damages</b>	1% of the contract value per week subject to a maximum of 10% of the contract value.
5.	<b>Period of final measurements</b>	Within 01 months from the date of completion.
6.	<b>Value of work for Interim Certificate</b>	One running payment of 80% of the satisfactory completed work and final payment after satisfactory completion of work
7.	<b>Security deposit</b>	3% of the contract amount as performance guarantee within 15 days from the award of work
8.	<b>Defects liability period</b>	One year

**Bid Security (EMD) Declaration (on the letter head of the firm)**

I/We hereby understand and accept that if I/ we withdraw or modify my/ our bids during the period of validity, or if I/ we are awarded the contract and on being called upon to submit the performance security/ Security Deposit, fail to submit the performance security/ Security Deposit before the deadline defined in the request for bid document/ Notice Inviting Tender, I/we shall be debarred from exemption of submitting Bid Security/ Earnest Money Deposit and performance security/ Security Deposit for a period 6 (six) months, from the date I/We are declared disqualified from exemption from submission of EMD/SD, for all tenders of Central Pollution Control Board published during this period.

**(Signature of bidder with stamp)**



**Instructions for Online Bid Submission:**

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

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

**REGISTRATION**

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

**SEARCHING FOR TENDER DOCUMENTS**

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

**PREPARATION OF BIDS**

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

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per Annexure-I.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix. Upon the successful and timely submission of bids (i.e after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- x. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or D. Gouda, Div. Head, Building Div. upto 12.00 hrs 18.08.2021 on 011-43102420 or [dinabandhu.cpcb@nic.in](mailto:dinabandhu.cpcb@nic.in).
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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