TENDER DOCUMENT

SUB : RETAINING WALL FOR PLOT DEVELOPMENT NEAR COMPOUND WALL

TENDER NO. : SMR/MANT/GN064/2020L/PT

DUE ON : 30/07/2020

EMD : Rs. 57974.00/- TENDER FEE: Rs.500/-plus GST

SOCIETY FOR APPLIED MICROWAVE ELECTRONICS ENGINEERING & RESEARCH

IIT CAMPUS, POWAI, MUMBAI 400 076. TEL. : 022-25723030/7221, Fax : 022 25723254

WEB SITE : www.sameer.gov.in   E-mail : purchase@sameer.gov.in
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Certified that this NIT is contains Pages 1 to 29 (Including this page).
NOTICE INVITING TENDER (Abridged)

NIT No.: SMR/MANT/GN064/2020L/PT  
Dated: 03/03/2020

1.0 Sealed item rate tenders are invited on behalf of the Director, SAMEER from approved and eligible contractors of, CPWD, State PWD (B & R), MES, Railways and other eligible contractors who have worked for government departments or Semi Government Organizations or SAMEER or its Laboratories / Institutes and have successfully carried out Construction/ Repair & Renovation/ Up-gradation of Building works in a Research Institute, Higher Academic Institute, Hospital, Medical Institute or Office Building and having experience of similar nature of works for Govt. / PSUs / Govt. autonomous bodies for the work mentioned in the table given below.

<table>
<thead>
<tr>
<th>Name of work</th>
<th>RETAINING WALL FOR PLOT DEVELOPMENT NEAR COMPOUND WALL.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated cost of the work</td>
<td>Rs.2898720/-</td>
</tr>
<tr>
<td>Earnest money</td>
<td>Rs.57974/-</td>
</tr>
<tr>
<td>Period of completion</td>
<td>90 days</td>
</tr>
<tr>
<td>Cost of tender documents</td>
<td>Rs 500/- plus GST Non refundable</td>
</tr>
<tr>
<td>Last date of issue of tender from the Office</td>
<td>Download From Site</td>
</tr>
<tr>
<td>Last date and time of submission of tender</td>
<td>30/07/2020</td>
</tr>
<tr>
<td>Date and time of Opening of Tender</td>
<td>31/07/2020</td>
</tr>
</tbody>
</table>

2.0 The complete application form and tender documents can be purchased or downloaded from the web site www.sameer.gov.in. The contractor shall submit the downloaded tender documents in the manner detailed in the enclosed NIT.

3.0 The financial bid (envelope 2) will be opened only for those tenderers who are found finally eligible after opening of envelope 1. Issue of tender documents by SAMEER does not ipso-facto mean that the contractor is eligible to tender.

4.0 If there happens to be a holiday on any date mentioned above, the said date shall stand extended to the next working day.

5.0 Tenders shall neither be issued by post nor will they be received by post.

6.0 The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

7.0 Tender opening procedure shall be as follows;

7.1 Participation in Public Tender Opening will be STRICTLY via ONLINE VIRTUAL PLATFORM.

7.2 Vendors interested must fill the ONLINE FORM available at https://www.sameer.gov.in/tenders.asp#page TWO working days before the tender opening date.

7.3 On the day of tender opening, virtual meeting link will be provided through mail to the vendors who have registered for participating in the tender. Only the vendors who has submitted the offer can participate in the online tender opening.

Link for Registration for online participation is http://publictender.sameer.gov.in/

It will be assumed that those Vendors who did not fill in the form are not interested in joining the Tender Opening Process.

Registrar,
SAMEER
APPLICATION FOR PARTICIPATION IN TENDER

FROM
Name : .................................................. Place : ..................................................
Address : .......................................................... Date : ..................................................


To
Registrar,
SAMEER,
Powai, Mumbai

Subject: Submission of documents for participating in “Tendering” for the work of “RETAINING WALL FOR PLOT DEVELOPMENT NEAR COMPOUND WALL” FOR Powai Mumbai. invited vide NIT No. SMR/MANT/GN064/2020 L/PT
Dated:-

Reference: NIT seen on (Place) …………… (Form) ……………(Date)

Sir,
1. I / We am/ are registered with .................................................. Contractor (s) and my/ our registration number is………………………………………It is certified that the said registration is valid up to and including the date …………………………
2. I / We am/ are not registered with SAMEER.
3. I / We am/ are registered with Public works organizations like CPWD/ MES / State R&B Deptt./ Railways only. Class and tendered amount/ limit up to which I/We am/are eligible to tender are furnished below:

<table>
<thead>
<tr>
<th>Authority</th>
<th>Class</th>
<th>Tendering Limit</th>
</tr>
</thead>
</table>

4. It is certified that this registration/ these registrations is/ are valid as on date and I/ We shall inform the department myself/ ourselves as soon as my/ our registration expires or is cancelled/ revoked.
5. I/We am/are Specialised Agency/ Sole Applicant/ Partnership Firm/ Company/ Power of Attorney holder
   (a) In case of Partnership firm the attested copy of the partnership deed is attached herewith.
   (b) In case of company attested copies of memorandum of articles of associations is attached herewith.
   (c) In case of Power of Attorney holder attested copies of power of attorney duly registered in court is attached herewith.
6. It is certified that I/we have personally seen, read, understood and accept (unconditionally) all the provisions and instructions made in “NIT Part –I” and “NIT Part – II (available in Civil Engineer office)”.
7. The particulars of satisfactory and timely completion of similar work done are enclosed and the following 3 (Three) nos. of work completion certificates are submitted with respect to this NIT in order to establish my/our eligibility for participation in tender, as per requirement of NIT.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of work &amp; Agreement no</th>
<th>Amount of work done</th>
<th>Date of completion</th>
<th>Issuing authority</th>
</tr>
</thead>
</table>

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8. The particulars hand (in progress) with me/us are enclosed in prescribed form ‘A’.

9. I/We will produce original documents of all the attested copies submitted herewith whenever required by the department.

10. The declaration in respect of para 14 of CPWD-6 is hereby given, which will become part of the agreement. “I ……………………………… son of Shri …………
…………………………… do hereby certify that none of my relative(s) as defined in the tender document is/are employed in SAMEER unit as per details given in the tender document. In case at any stage it is found that the information given by me is false/incorrect, SAMEER shall have the absolute right to take any action as deemed fit without any prior intimation to me/us.

In case at any stage, it is found that the information given by me is false/incorrect, SAMEER shall have the absolute right to take any action including termination of contract as deemed fit without any prior intimation.”

The near relatives for this purpose are defined as:

a) Members of a Hindu Undivided family,
b) Husband, wife
c) The one is related to the other in the manner as father, mother, son(s) and son’s wife (daughter-in-law) Daughter(s) and daughter’s husband (son-in-law), brother(s) and brother’s wife, sister(s) and sister’s husband (brother-in-law).

11. I/We hereby solemnly declare that I/We shall abide by all rules/conditions/provisions of E. P. F. and Misc. Provisions Act 1952 & Employees Provident Fund Scheme 1952. In case of any default or failure to comply with the above, the sole responsibility shall be mine/ours.

I/We will produce the following documents with my each works payment bill for effecting payments:-

i) List showing the details of labourers/employees engaged,

ii) Duration of their engagement,

iii) The amount of wages paid to such labourers/employees for the duration in question,

iv) Amount of E.P.F contributions (both employer’s & employee’s contribution) for the duration of engagement in question, paid to the E.P.F. Authorities,

v) Copies of authenticated documents of payments of such contribution to E.P.F. Authorities and,


VII) GST registration Certificate of the State in which the work is to be taken up, if already obtained by the bidder.

12. I/We hereby enclose cost of tender form (non-refundable) in the form of Cash*/DD/Bankers’ cheque of a Nationalized bank / Scheduled bank (Guaranteed by R.B.I) bearing number ……… date ……………. in the name of Account officer, SAMEER Mumbai, payable at Mumbai for Rs…………………………………………………………. only.

13. I/We hereby enclose EMD in the form of Deposit at Call Receipt / Demand draft / Fixed deposit receipt issued by a Nationalized bank /Scheduled bank (Guaranteed by R.B.I) bearing number ……… date …………… in the name of Society For Applied Microwave Electronics Engineering & Research, Mumbai payable at Mumbai for Rs…………………………. only.
14. I am/we are enclosing................numbers of sheets including attested copies of documents listed above along with my /our application.

15. I/We request that permission may be granted to me/us for participating in tender. Declaration regarding downloaded tender documents is given in form 'B' (If applicable).

16. All the above information furnished by me is correct and true to my/ our knowledge and belief. I/we have neither suppressed nor concealed any information herein above which is having or may have bearing up on my becoming non-eligible to tender for above work. If it is found at any stage that I/ We have misrepresented the facts or submitted any false, forged or wrong documents, I/We understand that the tender / work may be cancelled and Earnest Money/ Security Deposit is liable to be forfeited and I / We may also be debarred from further participation in the tenders in SAMEER, and are liable to be removed from the approved list of contractors of SAMEER.

Yours’ faithfully
Dated ............
(CONTACTOR)
(Signed with seal)

Name .... .......... .......... 
Address ..... .......... .......... 
 .......... .......... .......... .......... ..... 
Phone Nos. .....................
**LIST OF WORKS IN HAND**

(Enclose separate sheet if required)

<table>
<thead>
<tr>
<th>Name of work</th>
<th>Name and particulars of division where work is being executed</th>
<th>Value of work</th>
<th>Position of work in progress</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
</tbody>
</table>

Yours’ faithfully

. . . . . . . . . . . . . .

Dated ..................

**Signature of Contractor**
NOTICE INVITING TENDER

1.0 Sealed item rate tenders are invited on behalf of the Director, SAMEER from approved and Eligible contractors for the work of: **RETAINING WALL FOR PLOT NEAR COMPOUND WALL**

The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

1.1 The work is estimated to Cost Rs29, 89,311.30/-and this estimate, however, is given merely as a rough guide.

1.2 Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:

Criteria of eligibility for submission of bid documents

1.2.1 Criteria of eligibility for issue of tender documents for non-CPWD registered contractors

1.2.1.1 For works up to Rs 5.00 lakhs —NIL

1.2.1.2 For works above 5.00 lakhs and upto Rs. 30.00 Lakhs, the applicant Non-CPWD registered contractors only should have completed works as per details below during the last seven years ending last day of the month previous to the one in which tenders are invited.

i) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost or
   Two similar completed works each costing not less than the amount equal to 60% of the estimated cost or
   One similar completed work costing not less than the amount equal to 80% of the estimated cost.

   ii) Turnover: Average annual financial turnover on construction works should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years.

(iii) **Profit/loss**: The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheet, duly audited and certified by the Chartered Accountant.

(iv) **Solvency Certificate**: Solvency of the amount equal to 40% of the Estimated Cost put to tender(ECPT).

(v) **Evaluation of performance**: Evaluation of the performance of contractors for eligibility shall be done by NIT approving authority or a Committee constituted by him. All the eligible similar works executed and submitted by the bidders may be got inspected by a committee which may consist of client or any other authority as decided by NIT approving authority. The marks for the quality shall be given based on this inspection, if inspection is carried out.

1.3 The financial bid (envelope 2) will be opened only for those tenderers who are found finally eligible after opening of envelope 1. Issue of tender documents by SAMEER does not ipso-facto mean that the contractor is eligible to tender.

1.2.2 Criteria for specialized works irrespective of its cost, (For all contractors) the applicant should have completed works as per details given at 1.2.1.2 above. Similar work means work of similar specification demanded in the work or the similar work can be part of the composite building work. And these works should have been carried out in Central/State Government/ Central or State Public Sector Undertakings,
(The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of receipt of application for tender.)

1.2.3 To become eligible for issue of tender, the tenderer shall have to furnish an affidavit as under:-
I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in SAMEER in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer in- Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

2.0 Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD 7/8 which is available as a Govt. of India Publication, also available on website www.cpwd.gov.in. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement. In case Tender Documents are downloaded from the SAMEER Website they should be properly bound and sealed.

3.0 The time allowed for carrying out the work will be (As stated in table above at 1), from the Fifteen day after the date of issue of letter of award of work, or from the first day of handing over of the site, whichever is later, in accordance with phasing, if any, indicated in the Tender Document.

4.0 The site for the work shall be made available, OR

The site for the work shall be made available in parts as specified below:-

The architectural and structural drawing for the work is available or the architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of work.

5.0 The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website www.sameer.gov.in in free of cost.

Tender documents The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can either be downloaded from the SAMEER website http:\\: www.sameer.gov.in or be seen in the office of the Head ESSD(civil), SAMEER IIT CAMPUS, POWAI, MUMBAI 400 076. between 11.00 hours & 16.00 hours from the date of issue of the NIT to every day except on Sundays and Public Holidays. Tender documents, excluding
standard form, will be issued from his office, during the hours specified above on payment of following:

i. Rs.500.00 (Rs. Five Hundred only) plus 18% GST as cost of tender (Non-refundable) in cash.
   i.a) Downloaded tender form does not required to pay tender fee.

ii. Tenders shall be accompanied with Earnest money of Rs.59,862/- in cash (uptoRs. 10000/-)/Receipt Treasury Challan/Deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of SOCIETY FOR APPLIED MICROWAVE ELECTRONICS ENGINEERING & RESEARCH. 50% of earnest money or Rs. 20 lakh, whichever is less, will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of Bank guarantee issued by a scheduled bank having validity for 6 months or more from the last date of receipt of tenders.

i) The tender shall be accompanied by Earnest money along with the cost of tender, if not paid earlier as in the case of downloaded tender from website in the form as detailed in sub para (ii) above.

**Submission of tender:**
The tender shall be submitted in the following manner:-

In case the tender document is downloaded from SAMEER website

“Earnest money plus cost of tender and eligibility credentials” shall be placed in sealed envelope 1 marked “Earnest money plus cost of tender and eligibility credentials”.

The tender shall be placed in sealed envelope-2 and will be superscripted as Tender”.

The sealed envelope no. 1 & 2 as above containing “Earnest money plus cost of tender, Eligibility credentials”, and the “Tender” shall be placed in another sealed envelope-3.

All the three envelopes shall be superscripted with following data.

1. (i) Name of work and tender no.
2. (ii) Name of tenderer
3. (iii) Last date of receipt of tender

In case the tender document is purchased from ESSD office

**Proof for paying the cost of tender documents, proof of payment of EMD and copies of documents showing eligibility credentials to be placed in sealed envelope no. 1**

Envelope no. 2 will be as per Para 6.1.2.

The sealed envelopes 1 & 2 shall be placed in another sealed envelope no. 3

Same as 6.1.4

The tender in which rates/percentage are to be quoted should be properly bound and sealed. Loose/spiral bound submission (in case the tender is downloaded from website) shall be rejected out rightly. In case of any correction/addition/alteration/omission in tender document vis-à-vis tender document available on website shall be treated as non-responsive and shall be summarily rejected.

7.0 The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker’s cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1, 00,000/-) or Government Securities or Fixed Deposit
Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule ‘F’ including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. If applicable and also ensure the compliance of aforesaid provisions by the sub contractors, if any engaged by the contractor for the said work within the period specified in Schedule F.

8.0 The description of the work is as follows:
Copies of other drawing and documents pertaining to the works will be open for inspection by the tenderers at the office of above mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

9.0 The competent authority on behalf of the Director SAMEER does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

Note: In case the eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in SAMEER for three years including any other action under the contract or existing law.

10. Canvassing whether directly or indirectly, in connection with tenders, is strictly prohibited and the tenders, submitted by the contractors, who resort to canvassing, will be liable to rejection.

11. The competent authority on behalf of SAMEER reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

12. The company or firm or any other person shall not be permitted to tender for works in SAMEER if his near relative(s) of any employee of SAMEER having official dealing with it him/her is working or having stake in that firm or company. Near relative(s) for this purpose is/are defined as:

(i) Member of Hindu Undivided family (HUF).
(ii) They are Husband and Wife.

(iii) The one is related to other in the manner as father, mother, son(s) & Son’s wife (daughter-in-law), Daughter(s), Daughter’s husband (son-in-law), brother(s), brother’s wife, sister(s), sister’s husband (brother-in-law).

13. No Engineer of gazette rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India or equivalent employee of SAMEER is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor’s service.

14. The bid for the works shall remain open for acceptance for a period of thirty/seventy five (30/75) days from the date of opening of bids in case of single bid system/ sixty (60) days from the date of opening of technical bid in case bids are invited on 2 or 3 bid envelop system. (strike out as the case may be). If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.

15. This notice inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

   a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

   b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable.

16. In case of works having estimated to cost below Rs.15,00,000/-, the successful tenderer shall be required to execute an agreement with SAMEER in the proforma annexed to the tenders document, within 15 days of issue of letter of award by SAMEER. In the event of failure on part of the successful tenderer to sign the agreement, the Earnest money will be forfeited and the tender cancelled.

In case of works estimated to cost Rs. 15,00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish performance guarantee @ 5% of the tendered value in the form of irrevocable Bank Guarantee of requisite amount to the Engineer-in-charge in the proforma annexed to the tender document, within 15 days of the issue of letter of acceptance of Tender by the SAMEER. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.

17. This notice inviting tender (CPWD W-6) shall form a part of the Contract Document. In accordance with clause-1 of the contract, the letter of acceptance shall be issued first in favour of the successful tenderer / contractor. After submission of the performance guarantee, the letter of award shall be issued. The contract shall be deemed to have come in to effect on issue of letter of acceptance of the tender. On issue of letter of award, the successful tenderer/ contractor shall, within 30 days from such date, formally sign the agreement consisting of: -
a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender and as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

b) Standard CPWD W-8 amended up to correction slip latest.

c) Agreement signed on non-judicial stamp paper as per proforma annexed to CPWD W-8.

18. ON GST:

   a) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs

b) Intending bidders shall supply goods & services against the GSTN number of the state as specified in the GST registration.

c) The intending bidder shall invariably mention the GSTIN number of the State in which the services are being made while submitting their tender.

d) The contractor has to submit the invoice (Running/ final bill of quantities) along with his / their GSTN registration Number & also that of SAMEER. Invoice shall be submitted as per GST Act.

e) Payment to the contractor shall be made only after submitting the Invoice in GSTN.

f) The intending bidders shall accept the debit / credit note whenever / wherever there is a change in the value of supplies made to SAMEER.

19. Clauses No. 28 of conditions of contract i.e. "ESCALATION" will not be applicable in this contract since the duration of contract is less than 18 months.

   Registrar

   For & on behalf of the SAMEER
INFORMATION REGARDING ELIGIBILITY
to be filled up by the Tenderers/ Bidders

<table>
<thead>
<tr>
<th>Sl. no.</th>
<th>Information</th>
<th>Format of submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Obligation / Compliance To Be Insured By Contractor</td>
<td>Annexure- “A”</td>
</tr>
<tr>
<td>2</td>
<td>Tax</td>
<td>Annexure- “B”</td>
</tr>
<tr>
<td>3</td>
<td>Indemnity by contractor</td>
<td>Annexure- “C”</td>
</tr>
<tr>
<td>4</td>
<td>Joint Venture Details (if applicable)</td>
<td>Annexure- “D”</td>
</tr>
<tr>
<td>5</td>
<td>Certificate in prescribed format</td>
<td>Annexure- “E”</td>
</tr>
<tr>
<td>6</td>
<td>Letter of Transmittal</td>
<td>Annexure- “F”</td>
</tr>
</tbody>
</table>
LETTER OF TRANSMITTAL

From:

To
The Registrar,
SAMEER

Subject: Submission of bids for the work of .................................................................

Sir,

Having examined the details given in the bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statements made and information supplied in the enclosed forms A to Hand accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the Executive Engineer......................to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize Executive Engineer ......................to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

<table>
<thead>
<tr>
<th>Name of work</th>
<th>Certificate from</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certificate: It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I / We shall be liable to be debarred, disqualified / cancellation of enlistment in case any information furnished by me / us is found to be incorrect.

Enclosures: Seal of bidder
Date of submission:

Signature(s) of Bidder(s).
FINANCIAL
INFORMATION (FORM ‘A’)

I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five financial years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Financial years

(i) Gross Annual Turn Over on construction works.
(ii) Profit/Loss.

II. Financial arrangements for carrying out the proposed work.

Signature of Chartered Accountant with Seal

Signature of Bidder(s)

FORM "B"
BANKERS’ CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./Sh…………………………………………………………. having marginally noted address, as a Customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs…………………..(Rupees…………………………………………………………….)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the Bank

NOTE
1. Bankers Certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.
### FORM 'C'
DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DAY OF SUBMISSION OF TENDERS

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of work/project and location</th>
<th>Owner or sponsoring organization</th>
<th>Cost of work in crores of rupees</th>
<th>Date of commencement as per contract</th>
<th>Stipulated date of completion</th>
<th>Actual date of completion</th>
<th>Litigation/ arbitration cases pending/ in progress with details*</th>
<th>Name and address/ telephon number of officer to whom reference may be made</th>
<th>Whethe the work was done on back to back basis Yes/ No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

* Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder(s)

### FORM 'D'
PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS "C"

1. Name of work/project & location
2. Agreement no.
3. Estimated cost
4. Tendered cost
5. Date of start
6. Date of completion
   (i) Stipulated date of completion
   (ii) Actual date of completion
7. Amount of compensation levied for delayed completion, if any
   (a) Whether case of levy of compensation for delay has been decided or not
   (b) If decided, amount of compensation levied for delayed completion, if any
8. Amount of reduced rate items, if any
9. Performance Report
   (1) Quality of work
   (2) Financial soundness
   (3) Technical Proficiency
   (4) Resourcefulness
   (5) General Behaviour

Dated: Executive Engineer or Equivalent
FORM "E"

STRUCTURE & ORGANISATION

1. Name & address of the bidder
2. Telephone no./Telex no./Fax no.
3. Legal status of the bidder (Scan & upload copies of original document defining the legal status)
   (a) An Individual
   (b) A proprietary firm
   (c) A firm in partnership
   (d) A limited Company or Corporation
4. Particulars of registration with various Government Bodies (Scan & upload attested photocopy)

<table>
<thead>
<tr>
<th>Organisation/Place of registration</th>
<th>Registration No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>
5. Names and titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization
7. Has the bidder, or any constituent partner in case of partnership firm, limited company / Joint Venture, ever been convicted by the court of Law? If so, give details
8. In which field of Civil Engineering construction the bidder has specialization and interest?
9. Any other information considered necessary but not included above.

Signature of Bidder(s)
Percentage Rate Tender/Item Rate Tender & Contract for Works

(A) Tender for the work of:

: RETAINING WALL FOR PLOT DEVELOPMENT NEAR COMPOUND WALL.

(a) To be submitted 5.00 p.m. Hours on to

(b) To be opened in presence of tenderers, who may be present at 10.30 hrs Hours on

Issued to: _______________________________

(Contractor)
Signature of officer issuing the documents

Designation: _______________________________

Date of issue: _______________________________

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F, Specifications applicable, drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the SAMEER within the time specified in Schedule ‘F’, viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule – 1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect in accordance with, such conditions so far as applicable.

We agree to keep the tender open for sixty (90) days from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of Rs. __________ has been deposited as per NIT as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said Director, SAMEER or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that Director, SAMEER or his successors in office shall without prejudice to any other right or remedy available in law, be at 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’ and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.
Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/ have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in SAMEER, Mumbai in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall no communicate information/derived there from to any person other than a person to whom I/we am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated* 
Signatures of Contractor

Witness:-__________ * Postal Address__________ *
Address:* 
Telephone No__________ *
Occupation:* 
E-Mail____________________ *

*To be filled by Contractor
ACCEPTANCE

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

(Rupees.................................................................)

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

(a)

(b)

(c)(c)

For & on behalf of Director, SAMEER

Signature.........................

Dated.........................

Designation.........................
SCHEDULES

SCHEDULE ‘A’ :-
Schedule of Quantities enclosed on separate sheet on page no. 17-19

SCHEDULE ‘B’ :-
Schedule of materials to be issued to the contractor:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description of item</th>
<th>Quantity</th>
<th>Rates in figures and words at which the material will be charged from the contractor</th>
<th>Place of issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>Nil</td>
<td></td>
</tr>
</tbody>
</table>

SCHEDULE ‘C’:-
Tools and plants to be hired to the contractor

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Hire charges per day</th>
<th>Place of issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(If required, shall be arranged by the contractor)

SCHEDULE ‘D’:-
Extra schedule for specific requirements/document for the work, if any. - To be intimated later if required.

1. General conditions
2. Special Conditions
3. Particular Specifications
4. Guarantee Bonds

SCHEDULE ‘E’:-
Reference to General Conditions of contract: - General Conditions of Contract for CPWD works – 2014 (amended with amendments issued up to last date of submission of bid).

Name of work: DEVELOPMENT NEAR COMPOUND WALL: RETAINING WALL FOR PLOT

Estimated cost of work: Rs2898720.00/-

(i) Earnest money: Rs.57974/- (To be returned after receipt of P.G).

(ii) Performance Guarantee: 5% of Tender Value.

(iii) Security deposit: 2.5% of the Tender Amount.

SCHEDULE ‘F’:-
General Rules & Directions: -
Officer inviting bid: Registrar, SAMEER

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.

See below

<table>
<thead>
<tr>
<th>Definitions</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2(v) Engineer-in-charge</td>
<td>Head ESSD (civil)</td>
</tr>
<tr>
<td>2(viii) Accepting Authority</td>
<td>Registrar SAMEER</td>
</tr>
<tr>
<td>2(x) Percentage on cost of materials and labour to cover all overheads and profits.</td>
<td>15 %</td>
</tr>
<tr>
<td>2(xi) Standard schedule of rates</td>
<td>Delhi Schedule of Rates, 2018 + Cost Index at 4/2019 with up to date correction slips issued till last date of submission of bid.</td>
</tr>
</tbody>
</table>

| 9(ii) Standard contract Form | GCC 2014, CPWD form-7 as modified & corrected up to 30.04.2019 (Whether correction vide latest circulars are incorporated or not in this document). The following condition pertains to GST of clause 37 & 38 of General Condition of contract and corresponding Amendments should be read as follows: a- The Quoted rates should be exclusive of GST. b- The GST as applicable shall be paid extra. |

**Clause 1**

(i) Time allowed for submission of Performance Guarantee, programme chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance. 15 days

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

1 to 15 days

**Clause 2:**
Authority for fixing compensation under clause 2 Registrar

**Clause 2A:**
Whether Clause 2A shall be applicable Yes

**Clause 5:**
Number of days from the date of issue of letter of acceptance for reckoning date of start 7 days

**Time allowed for execution of work.**
90 Days.

**Authority to give fair and reasonable extension of time for completion of work** Registrar SAMEER

**Clause 6A:**
Whether clause 6A shall be applicable YES

**Clause 7:**
Gross value of 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. Half the average monthly value of contract. *(The contractor shall have no claim for payments below this amount. However, Engineer-in-charge may at his discretion allow payment for lesser amount.)*

**Clause 10A**
Material to be provided by the contractor.

**Clause 10B (ii), (iii)**
Not Applicable

**Clause 10 CA**
Not Applicable

**Clause 10:**
Not Applicable
<table>
<thead>
<tr>
<th>Clause 11: Specifications to be followed for execution of work:</th>
<th>CPWD specifications 2009 with up-to-date correction slips.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TYPE OF WORK</strong></td>
<td>Maintenance Work</td>
</tr>
</tbody>
</table>
| **12.2. & 12.3** | Devaluation limit beyond which clauses 12.2 & 12.3 shall apply for super structure work.  
12.5 (i) Devaluation limit beyond which clause 12.2 and 12.3 shall apply for foundation work (except earthwork) |
| **50% (Fifty Percent)** | |
| **(ii) Devaluation limit beyond which clauses 12.2 & 12.3 shall apply for item in earth work subhead of DSR or related items.** | 100% (Hundred percent)  
However over all completion cost of agreement shall not exceed 1.50 times of tendered amount. |
| **Clause 16** | Competent Authority for deciding reduced rates.  
Registrar SAMEER |
| **Clause 18** | List of mandatory machinery too plans to be deployed by contractor at site  
No special machinery required (If required shall be arranged by the contractor. |
| **Clause 31/31A** | Water shall be arranged by the Contractor. /  
Water will be made available at one point and contractor has to tap it from this point to the desired location. 1% will be deducted for water consuming items. |
| **Clause 36(i)** | |
| (i) More than Rs. 5 Lakhs but less than Rs. 10 Lakhs. | Recognised Diploma Holder in Civil Engineering. |
| (ii) More than Rs. 5 Lakhs but less than Rs. 30 Lakhs. | Graduate Civil Engineer or Retired AE (Civil) possessing at least Recognised Diploma in Civil Engineering. |
| Assistant Engineers retired from Government services that are 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. |
| **Clause 42:** | |
| (i) Schedules/ statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2016 printed by C.P.W.D. with up-to-date correction slips till last date of submission of bid. |
| (ii) Variations permissible on theoretical quantities | |
| (a) Cement  
(i) for works with estimated cost put to tender not more than Rs. 5 Lakhs | 3% minus |
| (b) for works with estimated cost put to tender more than Rs. 5 Lakhs | 2% minus |
| (c) Steel reinforcement and structural steel sections for each diameter, section and category. | 2% minus |
| All other materials. | Nil |
| Recovery rates for quantities beyond permissible variation will be as per the DSR 2018 with index as stated elsewhere. |
LIST OF APPROVED MAKES

1. Ordinary Portland Cement 43 Grade - ACC, Birla Rajshree, Ultratech.

2. HYSD Bars (TMT Bars) confirming IS 1786 - M/s SAIL, RINL, TATA, JSPL, JSW Steel, Sham Steel, Guru Nanak Metal, Metro Ispat., Metro Alloys, M/s Bhagwati Ferro alloys, Ferro Alloys, M/s Electrosteel Steels

The contractor shall at his own expense procure and provide all materials excluding cement required for the work.

The contractor shall procure all the materials in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.

All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.

The contractor shall also employ necessary watch and ward establishment for the safe custody of materials at his own cost.
GENERAL GUIDELINES

1. This book of “General Conditions of Contract” is applicable to both types of tenders i.e.” Percentage rate tenders and Item rate tenders”. Accordingly, alternative provisions for conditions Nos. 4, 10 & 12 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender (CPWD-7) or item rate tender (CPWD-8).

2. CPWD-6, Schedules A to F, special conditions/specifications and drawings only will be issued to intending bidders. The standard form will not be issued along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by both parties after acceptance of tender.

3. All blanks are confined to Notice Inviting Tender (CPWD-6) and Schedules A to F.

4. Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in CPWD-6 and in Schedules B to F before issue of Tender Papers.

5. The intending bidders will quote their rates in Schedule A.

6. The proforma for registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be separately issued to all intending tenderers.

Additional directions:

1. The book of “General Conditions of Contract” is applicable to both types of tenders i.e. “Percentage rate tenders and item rate tenders”. Accordingly alternative provisions for condition Nos.4, 10 & 12 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender (CPWD W-7) or item rate tender (CPWD W-8).

2. CPWD W-6, abridged form CPWD W-7/8, Schedules A to F, special conditions / specifications and drawings will be issued to intending bidders only. The standard form will not be issued along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by the both parties after acceptance of tender.

3. All blanks are confined to Notice Inviting Tender (CPWD W-6) and Schedules A to F.

4. The intending bidders will quote their rates in schedule A.

5. The proforma for registers and schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedule with all blanks, duly filled, shall be separately issued to all intending tenderers.

It is to certify that I have read the above directives and fully understood the requirements and filling instructions.

Signature of contractor
Telephone number Office: - Name of contractor: -
Place&Date Complete Address: -
**Schedule – A**

**Name of the work:** RETAINING WALL FOR PLOT DEVELOPMENT NEAR COMPOUND WALL  
**Tender No:** SMR/MANT/GN064/2020L/PT

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item Description</th>
<th>Qtty</th>
<th>Rate</th>
<th>Unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dismantling barbed wire or flexible wire rope in fencing including making rolls and stacking within 500 metres lead.</td>
<td>49</td>
<td></td>
<td>kg</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Dismantling expanded metal or I.R.C. fabrics with necessary battens and beading including stacking the serviceable material within 500 metres lead.</td>
<td>171</td>
<td></td>
<td>Sqm</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Demolishing stone rubble masonry or Nominal concrete 1:3:6 or richer mix manually/ by mechanical means including stacking of material within 50mtr in cement mortar</td>
<td>31.5</td>
<td></td>
<td>Cum</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Earth work in excavation for all kinds of soil by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth, 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 500m and lift upto 1.5m, disposed earth to be levelled and neatly dressed.</td>
<td>108.5</td>
<td></td>
<td>Cum</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering 1:3:6 (1 Cement : 3 coarse sand (zone-III): 6 graded stone aggregate 40 mm nominal size)</td>
<td>10.85</td>
<td></td>
<td>Cum</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Providing and laying in position ready mixed M-25 grade concrete for reinforced cement concrete work, using cement content as per approved design mix, manufactured in fully automatic batching plant and transported to site of work in transit mixer for all leads, having continuous agitated mixer manufacture as per mix design of specified grade of reinforced cement concrete work including pumping of RMC from transit mixer to site of laying, excluding the cost of centering shuttering finishing and reinforcement including cost of admixtures.</td>
<td>112.875</td>
<td></td>
<td>Cum</td>
<td></td>
</tr>
<tr>
<td>7.1</td>
<td>Centring and shuttering including strutting, propping etc. and removal Foundations, footings, bases of columns, etc. for mass concrete.</td>
<td>64.125</td>
<td></td>
<td>Sqm</td>
<td></td>
</tr>
<tr>
<td>7.2</td>
<td>Centring and shuttering including strutting, propping etc. and removal Walls (any thickness) including attached pilasters, buttresses, plinth and string courses etc.</td>
<td>351.75</td>
<td></td>
<td>Sqm</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------------</td>
<td>----------</td>
<td>------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.3</td>
<td>Providing and fixing tie bolt, spring coil and plastic cone in wall shuttering complete as per the direction of Engineer-in-charge. 12 mm dia. &amp; 150 mm length</td>
<td>116.67</td>
<td>Each set</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. With Mild steel and Medium Tensile steel bars</td>
<td>12415.72</td>
<td>kg</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Providing and fixing on wall face Single socketed 110 mm diameter pipes. Supplying, assembling, lowering and fixing in vertical &amp; Horizontal position in well unplasticized PVC medium well screen (RMS) pipes with ribs, conforming to IS: 12818, unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) including hire &amp; labour charges, fittings &amp; accessories etc. all complete, for all depths for</td>
<td>22.75</td>
<td>Mtr</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT**

**Amount In Words:**

Amount in words:-

________________________

Signature of contractor

Civil Engineer