GOVERNMENT OF INDIA

DEPARTMENT OF ATOMIC ENERGY

DIRECTORATE OF CONSTRUCTION, SERVICES AND ESTATE MANAGEMENT

CENTRALIZED QUANTITY DIVISION

TECHNICAL BID

SALIENT GOVERNING FEATURES OF THE TENDER

(Operative Schedules of Individual Tender)

NAME OF WORK:

Maintenance and development of garden areas at Sangam Jalvayu Vihar and Brindavan Compost area and other areas of Anushaktinagar, Mumbai.

NOTICE INVITING e-TENDER No.:

NIT No. DCSEM/CQD/QSB/ NIT/71/22-23/ dt.28.10.2022

NAME OF THE AGENCY:

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Head (Quantity Section-B)

3rd floor, Vikram Sarabhai Bhavan, Anushaktinagar, Mumbai – 400 094

Telephone: (022) 2548 7334/7337 Fax: (022) 2556 5362

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Government of India
Department of Atomic Energy
Directorate of Construction, Services & Estate Management

PREQUALIFICATION CUM NOTICE INVITING e-TENDER

NIT No. DCSEM/CQD/QSB/ NIT/71/22-23/ dt. 28.10.2022.2022

Head, H&CMS DCSEM, DAE, 3rd floor, V.S. Bhavan, Anushaktinagar, Mumbai-94 on behalf of the President of India invites online item rate tender (in two bids) from eligible contractors for the work of **"Maintenance and development of garden areas at Sangam Jalvayu Vihar and Brindavan Compost area and other areas of Anushaktinagar, Mumbai."** The details are given below.

INFORMATIONAND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

PART A: GUIDELINES FOR E-TENDERING :-
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.

1. REGISTRATION

1) 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 **"OnlinebidderEnrollment"** on the CPP Portal which is free of charge.
2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3) 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 CPPPortal.
4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (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.
5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that he do not lend their DSC's to others which may lead to misuse.
6) 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.

2. 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.

3. PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on 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 / XLS / RAR / DWF/JPG 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 "MySpace" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "MySpace" 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.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

4. SUBMISSION OF BIDS

1) Bids shall be submitted online only at CPPP website : https://eprocure.gov.in/eprocure/app

2) 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.

3) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

4) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

5) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned

official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

6) The agency shall download the pre bid clarification if any for the work and upload the same (scanned copy) duly signed and sealed. The revised documents (if any) shall be uploaded in e tender portal.

7) 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 SKY BLUE 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.

8) Tenderers are advised to upload their documents well in advance, to avoid last minutes rush on the server or complications in uploading. DCSEM, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.

9) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

10) 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.

11) Submission of the tender documents after the due date and time (including extended period) shall not be permitted.

12) 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 opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

13) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

14) 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.

15) 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.

16) Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/ modification in the tender will be intimated through this website only by corrigendum / addendum/ amendment.

5. 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 the relevant contact person indicated in the tender.

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.

3) All bidders who have locked in (Not Guest Login) with their respective credentials in NIC & have downloaded tenders, must clicked on **FAVOURITE button**, so that the tender will move into their **FAVOURITE ZONE**, to get the uploaded corrigendum intimation from website.

PART B: NIT DETAILS:-

1	NIT No.	**DCSEM/CQD/QSB/ NIT/71/22-23/ dt. .2022**
2	Name of work	**Maintenance and development of garden areas at Sangam Jalvayu Vihar and Brindavan Compost area and other areas of Anushaktinagar, Mumbai.**
3	Estimated cost put to tender	**Rs. 33.17 lakh**
4.	EMD	EMD of **Rs. 66,340/-** to be submitted only in the following form a) Banker's cheque of a Commercial bank b) Account Payee Demand draft of a Commercial bank, c) Fixed deposit receipt (FDR) of a Commercial bank, d) Insurance Surety Bonds e) Bank Guarantee, including e-Bank Guarantee (for balance amount as prescribed) from a Commercial Bank in favour of Pay & Accounts Officer, DCSEM, Payable at Mumbai. However the bidders may submit the EMD as follows: i) Rs.33,170/- in the form of Fixed Deposit Receipt/DD as prescribed above. and ii) Rs. 33,170/- in the form of Bank Guarantee/ e-Bank Guarantee (BG/e-BG) issued as mentioned above. **Note: EMD in the form of cheque will not be accepted.**
5	Completion period	**04 (Four) Months for Part-A thereafter 08 (Eight) months for Part-B**
6	Fee of Tender Document	Nil

7	Tender Processing Fee	Nil
8	Security Deposit	2.5% of tendered value.
9	Performance Guarantee	3% of tendered value
10	Date of Publish	28.10.2022 (03.00 PM) website on CPPP site https://eprocure.gov.in/eprocure/app Detailed NIT is also available on website www.dcsem.gov.in for view only.
11	Document Download/ Sale start date	From 28.10.2022 (03.30 PM)
12	Document Download/ Sale end date	From 16.11.2022 (03.00 PM)
13	Seek clarification start date	From 28.10.2022 (03.30 PM)website on CPPP site https://eprocure.gov.in/eprocure/app **or** queries may be sent to rtarasu@dcsem.gov.in/ jana@dcsem.gov.in
14	Seek clarification end date	Up to 03.11.2022 (15.00 PM)
15	Bid submission start date	From 04.11.2022 (11.00 AM)
16	Bid submission end date	Up to 16.11.2022 (03.00 PM)
17	Last date for submission of hard copy of Original FDR/BG etc. towards EMD.	On or before **17.11.2022** (15:00 Hrs.) in the Office of Head QSB, 3rd floor, North wing, Vikram Sarabhai Bhavan, Anushaktinagar, Mumbai -400 094 in a sealed envelope superscripted mentioning name of work and NIT number.
18	Date and time of online opening of Technical Bid.	**18.11.2022** (03.30 PM.) in the "Office of Head (CQD), 3rd Floor, V.S. Bhavan, Anushaktinagar, Mumbai – 400094".
19	Date of opening of Financial Bids of qualified bidders	Will be notified at a later date

Note: Department reserves the right to accept or reject the tender**(**s**)** in full or in part, without assigning any reason thereof. Tenders with any condition including conditional rebate shall be rejected forthwith.

PART C: TENDER REQUIREMENTS FOR ELIGIBILITY: -

1.0 INITIAL CRITERIA FOR ELIGIBILITY FOR PRE-QUALIFICATION:

The applicant who fulfils the following criteria shall be considered for participation. **Joint Ventures and Consortium etc. shall not be accepted.**

Proof of registrationwith Government / Semi Government organizations like CPWD, MES, BSNL, Railways, State PWDs etc. in appropriate class OR having experience in execution of similar nature of works.

1.1 The applicant should have satisfactorily completed the works as mentioned below during the last **seven years ending previous day of last date of submission of tenders.**

(i) One work similar costing not less than **Rs. 26.54 lakh**

or

(ii) Two similar works each costing not less than **Rs. 19.90 lakh**

or

(iii) Three similar works each costing not less than **Rs. 13.27 lakh**

Important Notes:

a) Similar work shall mean:- **Development of Garden/ Maintenance of Garden/ Horticulture Works**

b) Cost of work shall mean gross value of the completed work including the cost of materials supplied by the Client, but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent.

c) The eligible similar works are not carried out in Central Government/ State Government/ Public Sector undertaking of Central or State Governments/ Central Autonomous bodies, then TDS certificates should be produced by bidder for the same.

d) The value of executed works shall be brought to the current costing level by enhancing the actual value of work at a simple rate of 7% per annum; calculated from the date of completion to the last date of submission of tender.

1.2 The applicant should have had **Average Annual financial turn over (gross) of Rs. 33.17 lakh** on construction works during immediate last three consecutive financial years ending **31st March 2021**. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

1.3 The applicant should not have incurred any loss in more than two years during the last five consecutive immediate financial years ending **31st March 2021** duly certified by the licenced Chartered Accountant.

1.4 The **bidding capacity** of the contractor should be equal to or more than the cost of the work. The bidding capacity shall be worked out by the following formula:

Bidding Capacity = A x N x 2 – B

Where,

A= Maximum turn over in construction works executed in any one year during the last five years taking into account the completed as well as works in progress. The value of executed works shall be brought to current costing level by enhancing the actual value of works at a simple **rate of 7% per annum.**

N= Number of years prescribed for completion of work.

B = Value of existing commitments and ongoing works to be completed during the period of completion of work for which tender has been invited.

1.5 The applicant should have valid **Solvency of Rs. 13.27 lakh** certified by his bankers.

1.6 The applicant should own construction equipment as per list required for the proper and timely execution of the work. Else, he should certify that he would be able to manage the equipment by hiring etc. and submit the list of firms from whom he proposes to hire.

1.7 The applicant's performance for each work completed in the last seven years should be certified by an officer not below the rank of Executive Engineer or equivalent.

1.8 The applicant should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The applicant should submit list of well qualified and experienced Engineers and Supervisors stating clearly how those would be deployed for execution of works.

1.9 List of works in hand & List of similar works carried out by them for last 7 years indicating; i) Agency for whom executed, ii) Value of work, iii) Completion time as stipulated and actual, or present position of the work.

1.10 List of construction plant, machinery, equipment's, accessories & infrastructure facilities possessed by the agency to complete the work in time.

1.11 List of technical staff they possess and proposed to deploy for the work.

1.12 Certificates: (Scanned copy of original certificates to be uploaded)

i. **Registration certificate, if any**

ii. **Certificates of Work Experience / Performance Certificates**

iii. **GST (Goods and Services Tax) Registration Certificate**

iv. **PAN (Permanent Account Number) Registration**

v. **EPFO registration certificate (as applicable)**

vi. **ESIC registration certificate (as applicable)**

1.13 UNDERTAKING 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 bidding in DCSEM / DAE 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. **(Scanned copy of the undertaking duly signed & sealed on letter head of the bidder to be uploaded at the time of submission of bid).**

I / We, hereby tender for the execution of the work for the President of India within the time specified in Schedule "F", viz., Schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instruction in writing referred to in Rule 1 of General Rules & Directions and in Clause – 11 of the General Clauses of Contract and with such materials as are provided for, by and in respects in accordance with such conditions so far as applicable.

I / We have read and examined the e-Tender Notice for Inviting Pre-Qualification (PQ) of Contracting Agencies, Section I, II & III, & other documents and rules referred to and all other contents in the tender documents for the work AND ACCORDINGLY. I / We, hereby submit credentials and other documents as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I / We have read and examined the Notice Inviting Tender, General Rules & Regulations, Directions, form of tender, special conditions, Safety & Security codes for work contract, general condition of contract and all other contents in the tender documents for the subject work.

I / We also declare that we have not executed similar works(s) through another contractor on back to back basis. Further that, if such violation comes to the notice of Department, then we shall be debarred for bidding in DAE in future forever. Also if, such violation comes to the notice of the 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 etc.

I / We have downloaded and gone through the pre-bid clarifications issued by the Department after close of sale of tenders and submitting tender accordingly.

I / We have gone through the "Additional Notes" sheet of financial bid/BOQ and submitting tender accordingly.

I / We have understood the entire scope of work and rates (inclusive GST) quoted accordingly. We shall carry out the work as per Schedule of Quantities, technical specifications, drawing and complete the work within stipulated time to the entire satisfaction of the Department.

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certify that this bidder is not from such a country or, if from such a country, has been registered with the

Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

2. The intending bidder must read the terms and conditions as per "SECTION – 1: NOTICE INVITING TENDERS" OF **"CONDITIONS AND CLAUSES OF CONTRACT – 2008"** carefully. **He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.**

Department reserves the right of Non-consideration of Tender documents of the agencies who are not fulfilling the NIT stipulations and / or having adverse report on the works carried out by them in the past.

3. Information and Instructions for tenderers posted on website shall form part of tender document.

4. The tender 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 can be seen and downloaded from website CPPP site https://eprocure.gov.in/eprocure/app **free of cost.**

OBTAINING OF STANDARD DOCUMENTS: In addition to the above, the prospective agencies shall be required to possess following documents with them separately, which shall form part of Tender Documents for this work. These documents can be downloaded from the DCSEM's website www.dcsem.gov.in or can be purchased separately on payment of prices indicated. In case the agencies already possess these standard documents with them, the same need not be downloaded/ purchased again.

Printed books are available at the "Office of the Head (CQD), 3rd Floor, V. S. Bhavan, Anushaktinagar, Mumbai – 400 094". Payment for the same can be made in cash or in the form of DD drawn in favour of "Pay and Accounts Officer, DCSEM" payable at Mumbai as indicated below:

i)	Conditions and Clauses of Contract (CCC) – 2008	Rs.50/- per book
ii)	Specifications for Civil Works – 2015 – 2006	Rs.500/- per book
iii)	Specifications for PHE Works –April- 2008	Rs.100/- per book

5. On opening date, the contractor can login and see the bid opening process.

6. Certificate of Financial Turn Over: At the time of submission of bid, contractor may upload **Undertaking** / Certificate from CA mentioning Financial Turnover of last 3 years or for the period as specified in the bid document.

7. **PRICE BID : Schedule of price bid would appear in the form of BOQ_XXXX .xls**

The Financial Proposal/Commercial bid / BoQ format is provided as BoQ_XXXX.xls along with this tender document at https://eprocure.gov.in/eprocure/app . Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business.

Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in **SKY BLUE** colour. While selecting any of the cells a warning appears **to mandatorily fill all such cells with any value, including "0" (ZERO).**

8. In the case of bids in two / three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.

9. The Department reserves the right to accept / reject any prospective application without assigning any reason thereof.

10. Short listing of the agencies shall be subject to thorough verification of their credentials and inspection of works carried out by them, through a Technical Evaluation Committee of experts, constituted by DCSEM. The performance report from the executing authority shall also be considered for short listing.

11. If the information furnished by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering / taking up works in DCSEM.

Note: **Prospective agencies shall satisfy themselves of fulfilling all the NIT criteria before submission of tender. Department reserves the right of non-consideration of tender of the agencies not fulfilling the stipulated criteria.**

PART D: LIST OF DOCUMENTS TO BE SCANNED & UPLOADED

1 **Financial Turn Over certified by CA**

2 **Profit & Loss statement certified by CA**

3 **Latest Bank Solvency Certificate**

4 **List of similar works completed in last 7 years indicating: i) Agency for whom executed ii) Value of Work, iii) Stipulated and actual time of completion.**

5 **List of works in Hand indicating: i) Agency ii) Value of Work, iii) Stipulated time of completion / present position.**

6 **List of Construction Plants and Machinery**

7 **List of Technical Staff**

8 **Certificates:**

i) **Registration certificate, if any**

ii) **Certificates of Work Experience / Performance Certificates**

iii) **GST (Goods and Services Tax) Registration Certificate**

iv) **PAN (Permanent Account Number) Registration**

v) **EPFO registration certificate (as applicable)**

vi) **ESIC registration certificate (as applicable)**

9 **Undertaking in the format provided in technical bid.**
(Scanned copy of original certificates to be uploaded)

10 **Tender Acceptance Letter as per Annexure-I.**

GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
DIRECTORATE OF CONSTRUCTION, SERVICES AND ESTATE MANAGEMENT

TENDER DOCUMENTS ISSUED TO M/S. ....

Head (Quantity Section-A/B/C)

SECTION - 2 : ITEM RATE TENDER & CONTRACT FOR WORKS		
i)	Name of work	**Maintenance and development of garden areas at Sangam Jalvayu Vihar and Brindavan Compost area and other areas of Anushaktinagar, Mumbai.**
ii)	Last date & time of online submission of tender	**On 16.11.2022 at 15:00 hours**
iii)	Date & Time of online opening of tender (Technical Bid)	**On 18.11.2020 at 15:30 hours**
iv)	Venue for pre-bid clarification	--

Date of issue: .....

TENDER

I / We have read and examined the Notice Inviting Tender, Salient Governing Features of the Tender / Work including Schedules A, B, C, D, E & F, **Specifications Books *,** Drawings and Designs, General Rules & Directions, General Clauses of Contract, Special Clauses of Contract & other documents and rules referred to in the **Conditions and Clauses of Contract – 2008 *** and all other contents in the tender documents for the work.

(* Note: The "Specifications / Conditions and Clauses of Contract books" are available on Web-site www.dcsem.gov.in.)

The required books as indicated under Schedule "F" and under Clause-11 of this Salient Governing Feature of the Tender / Work, may be downloaded from the above Web-site. These books can also be purchased separately on payment of price as indicated below with the "Pay and Accounts Officer, DCSEM, Mumbai". If the agency already possesses or has downloaded this / these book(s), they need not purchase the same again: -

1	Conditions and Clauses of Contract (CCC) – 2008	Rs.50/- per book.
2	Specifications for Civil Works – 2015	Rs.500/- per book.
3	Specifications for PHE Works –April -2008	Rs.100/- per book.

However, these books, as required / specified in this "Salient Governing Feature of the Tender / Work" herein below, shall remain part of the tender documents / Contract / agreement to be executed, and signed by both the parties after acceptance of the Tender.)

I / We, hereby tender for the execution of the work specified for the President of India within the time specified in Schedule "F", viz., Schedule of Quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 of General Rules & Directions and in Clause - 11 of the General Clauses of Contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **(150) One Hundred and Fifty days** from the date of opening of technical bids and not to make any modifications in its terms and conditions.

Earnest Money prescribed in the tender. drawn **FROM A SCHEDULED BANK in favour of PAY & Accounts Officer, DCSEM, PAYABLE AT MUMBAI).** To be submitted in the office of Tender Inviting Authority on or before as mentioned in NIT.

I / We have downloaded and gone through the pre-bid clarifications issued by the Department after close of sale of tenders and submitting tender accordingly.

Consequent to the award of the subject work, If I / we, fail to furnish the prescribed performance guarantee within prescribed period, I / we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I / we fail to commence work as specified, I / we agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely, otherwise the said 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 Performance Guarantee as aforesaid, I / We shall be debarred for participation in the re-tendering 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 DCSEM in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee."

I / We hereby declare that I / We shall treat the tender documents, drawings and other records connected with the work as secret / confidential documents and shall not communicate information derived there-from to any person other than a person to whom I / We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, if such violation comes to the notice of Department, then we shall be debarred for bidding in DAE in future forever. Also if, such violation comes to the notice of the 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 etc.

Signature of Contractor
Postal Address

Dated

Witness

Address

Occupation

A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs...../-
(Rupees.....)
.

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

i)

ii)

iii)

Signature
Designation
For & on behalf of the President of India

Dated .....

* * *

Salient Governing Features of the Tender

Proforma of Schedules

SCHEDULE 'A' :	Reference to NIT & Tender Documents		
SN	**TITLE**	**PARTICULARS**	**PAGE**
1	Notice Inviting Tender (NIT) No.	**DCSEM/CQD/QSB/ NIT/71/22-23/ dt. 28.10.2022**	
2	Notice Inviting Tender details	i) NIT as uploaded on Website	**3**
		ii) NIT as published in News papers	**NA**
3	**Changes in conditions of contract -2008**	**CDN / C 1 , CDN/C2, CDN/C3& CDN/C4**	**20**
4	**Changes, if any, in following specifications:**		
	a) Specifications for Civil Works – 2015 :	--	
	b) Specifications for PHE Works – 2008 :	--	
	c) Addl. Specifications for PH works	Included in this Technical bid.	
5	Scope and location of the work:	Enclosed	**35**
6	List of drawings	**-**	
7	Time Schedule for the work:	-	
8	**Schedule of Quantities**	**Please refer Financial Bid**	

SCHEDULE 'B' :	Materials to be issued to the contractor : -			
S. No	**Description of item**	**Quantity**	**Rates at which the Materials will be charged to the contractor**	**Place of issue**
1	2	3	4	5
1.	Water for construction Purpose	--	***Water will be supplied by department & charges will be recovered @ 1% of gross value of work done.***	--
2.	Electricity for construction purpose	--	***Supplied Departmentally @ free of cost.***	--
3.	Polymer	--	*--*	--

SCHEDULE 'C' :	Land earmarked for temp. infrastructures and Tools & plant to be hired to the contractor		
S.No	**Description**	**Hire charges**	**Place of issue**
1	2	3	4
1.	Area for storage / site office (SCC-11)	As per Clause SCC-11	Site premises
2.	Temporary Buildings (SCC-12)	As per Clause SCC-12	Site premises
3.	Labour hutments (SCC-12)	**Not permitted**	

SCHEDULE 'D'	
Extra schedule for specific requirements / documents for the work, if any **Particularly for addl. Security guidelines, Gate pass, lift, tower crane etc.**	***Nil***

SCHEDULE 'E' :	Reference to the Book of **"Conditions & Clauses of Contract"** to be followed for this work	**Year – 2008**

Name of works:- Maintenance and development of garden areas at Sangam Jalvayu Vihar and Brindavan Compost area and other areas of Anushaktinagar, Mumbai.		**As per NIT**
Estimated cost of work :	**Rs. 33.17 lakh**	**As per Tender**
i) Performance Guarantee	**3% of tendered value**	**As per Tender**
ii) Security Deposit	**2.5% of tendered value**	**As per Tender**

SCHEDULE 'F' :		
General Rules & Directions :		
Officer inviting tender :	***Head, H&CMS***	
Maximum percentage for quantity of Items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3.		See Clause-12 below

Definitions : ***(CCC – 2008, P. 11)***		
2(v)	Engineer-in-charge	***Authorized representative of Head, H&CMS***
2(viii)	Accepting Authority	***Head, H&CMS***
2(x)	Percentage on cost of materials and labour to cover all overheads & profits	***15% (Fifteen percent)***
2(xii)	Department	***DCSEM, Department of Atomic Energy***
9(ii)	Standard Contract Form of Deptt.	***Item Rate Tender***

Clause – 1 ***(CCC – 2008, P. 13)***	
i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance / WO.	***15 days***
ii) Maximum allowable extension beyond the period (provided in – i) above.	***Can be further extended at the written request of the contractor for a maximum period ranging from 1 to 15 days with late fee @ 0.1% per day, of performance Guarantee amount.*** ***If contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited to the President automatically without any notice.***

Clause – 2 ***(CCC-2008, P. 14)***	Authority for fixing compensation under clause 2.	***Chief Engineer, DCSEM***

Clause – 5 ***(CCC – 2008, P. 15)***	Number of days from the date of issue of letter of acceptance / WO for reckoning date of start.	***15 days***
Mile stone(s) as per table given below:		

TABLE OF MILE STONE(S)			
Sl. No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1.	NIL		
2	NIL		
TIME ALLOWED FOR EXECUTION OF WORK			**04 Months for Part A thereafter 08 months for Part B**

Authority to decide: i) Extension of time: **Engineer-in-Charge for the work.**
ii) Re-scheduling of Mile Stone NA.

Clause applicable – (6 or 6A): ***(CCC – 2008, P. 16)***	Clause 6 for Manual Billing or Clause 6A for Computerized Billing	***Clause 6A*** : Computerized Billing

Clause – 7: ***(CCC-2008, P. 17)***	Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.

Clause – 10A: (CCC – 2008, P. 19)		**List of testing equipments to be provided by the contractor at site lab**
NA	NA	NA

Clause – 10B (ii) : ***(CCC – 2008, P. 20)***	**(Mobilization Advance)**
Whether Clause 10 B (ii) shall be applicable **(If yes, Clause of Tender Condition to be followed)**	**Not Applicable.**

Clause – 10C:	Component of labour expressed as percent of value of the work ***(CCC – 2008, P. 21)***	***25%***

Clause – 10CA: ***(CCC – 2008, P. 21)*** ***Not Applicable***

S. No	Materials Covered under this Clause	Nearest Materials for which All India Wholesale Price Index is to be followed	**Basic Rate**
1	**NA**	***NA***	-

***Note:** Base price for materials given above are only for regulating operation of clause 10-CA. The tenderers are requested to consider prevailing market rates while quoting the rates.

Clause – 10CC: ***(CCC – 2008, P. 22) :*** ***Not Applicable***

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.			
Schedule of component of Cement, Steel, other Materials, Labour, POL etc. for price escalation.			
1	NA	NA	-

Clause – 11: ***(CCC – 2008, P. 24)***	
Specifications to be followed for execution of this work	**a)** ***Specifications for Civil Works - 2015*** **b)** ***Specification of PHE Works- 2008*** **c)** ***Additional Specifications For Public Health Engineering Works (included in the Technical Bid)***

Clause – 12 : *(CCC – 2008, P. 25)*		
12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building works	
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for **foundation work**	
12.5	**Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for maintenance work**	***50%***

Clause – 16 : *(CCC – 2008, P. 27)*	Competent Authority for deciding reduced rates :	***Chairman GB***

Clause – 36(i) : (CCC-2008,P.35)		**Requirement of Technical Representative(s) & recovery Rate**				
Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical representative)	Min. Exp. In yrs.	No.	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i).
1	-	-	Supervisor	**1**	**1**	**Rs.10,000.00 per month**

Clause – 42 : *(CCC – 2008, P. 36)*		
(i)	(a) Schedule / statement for determining theoretical quantity of cement on the basis of :	***As per Civil Work Specifications of the Department***
(ii)	**Variations permissible on theoretical quantities.**	
A	**Cement**	
	i) for works with estimated cost put to tender up to ***Rs.5 Lakhs***	***5% plus / minus***
	ii) for works with estimated cost put to tender more than ***Rs.5 Lakhs***	***3% plus / minus***
B	Bitumen for All works	***2.5% plus only & nil on minus side***
C	Steel reinforcement and structural steel sections	***(+) 5% for wastage due to cuttings. Over & above (+) 5% / (-) 4% being variation in wastage.***
D	All other materials.	**Nil**

RECOVERY RATES			
S. No.	**Description of Item**	**Rates in figures & words at which recovery shall be made from the Contractor**	
		Excess wastage beyond permissible limit	Less use Beyond permissible Limit
1	Grey Cement	***Nil***	***Nil***
2	Rebars	***Nil***	***Nil***
3	Polymer	***Nil***	***Nil***
4	Structural Steel	***Nil***	***Nil***

Sd/-

(R.T.Arasu)

Head (Quantity Section-B)

Notes : -

1. In the case of any discrepancy between these "Salient Governing Features of the Tender/Work" & the book "Conditions and Clauses of Contract – 2008", stipulations given in these "Salient Governing Features of the Tender/Work" shall take precedence.

2. In the case of any discrepancy found in printed matter of Hard copy and Soft copy of any document of the tender including Technical & Financial bids, (either downloaded from the departmental web-site or provided by the department through e-mail or any other mean), the matter of soft copy shall always Govern/ prevail.

3. It will be the responsibility of the Contractor to get the character & antecedents of the regular staff & Supervisors, engaged by them, for carrying out the work being awarded to him, verified from the Police authorities and produce the report of the verification to the Security at the gate under intimation to Engineer-in-Charge of the work.

CDN/C-1:LIST OF CHANGES / MODIFICATION IN THE CCC – 2008

SN	Existing Provision	Modified Provision
1	**SECTION – 1: NOTICE INVITING TENDERS**	
1.1	Sl. No. 5, Page6 : **Earnest Money Deposit (E.M.D.)**	Sr. No.5, Page-6 of CCC-2008 Earnest Money Deposit (EMD) : Tenders shall be accompanied with Earnest Money of Rs. ----------/- The earnest money is accepted only in the following forms : a) Banker's cheque of a Commercial bank b) Account Payee Demand draft of a Commercial bank, c) Fixed deposit receipt (FDR) of a Commercial bank, d) Insurance Surety Bonds e) Bank Guarantee, including e-Bank Guarantee (for balance amount as prescribed)from a Commercial Bank A part of earnest money is acceptable in the form of bank guarantee also. In such case 50% of earnest money or Rs. 20 lakhs whichever is less, will have to be deposited in shape prescribed above and balance can be accepted in form of bank guarantee (including e-Bank Guarantee) issued by a Commercial bank having validity for six months or more from the date of submission of the tender and shall be scanned and uploaded by the intending bidders to the e-tendering website within the period of bid submission. The original EMD should be deposited to the Officers mention in the tender within the period mention in NIT.. But the bid can only be submitted after deposition of EMD in favour of Pay and Accounts Officer in the form prescribed in NIT and uploading the mandatory scanned document such as Insurance Surety Bonds, Account Payee Demand Draft or Bankers Cheque or Fixed Deposit Receipt or/ and bank Guarantee, including e-Bank Guarantee (for balance amount as prescribed)from any of the Commercial Bank as mentioned in NIT. It should be ensured that the FDR is pledged in favour of the Pay & Accounts Officer, DCSEM, Mumbai. The tender and the earnest money in acceptable form shall be placed in separate sealed covers marked "Earnest Money" and "Tender" respectively.

		Both the envelopes shall then be put in another sealed cover for submission. In cases where earnest money in cash is acceptable, the same shall be deposited with thecashier of the Accounts Section and the receipt placed in the envelope meant for earnest money. Refund of Earnest Money : 1) The earnest money given by all the tenderers except the lowest tenderer is refunded immediately after expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, in case of two/ three bid system, earnest money deposit of bidders unsuccessful during technical bid evaluation etc. should be returned within 30 days of declaration of result of technical bid evaluation. 2) Earnest money shall be refunded on receipt of Performance Guarantee submitted on LOI/ Award of work. Forfeiture of Earnest Money: (1) The forfeiture of earnest money shall be done as per the General Condition of Contract, (2) If contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited to the President automatically without any notice. (3) In case of forfeiture of earnest money as prescribed in Para (1) and (2) above, the bidder shall not be allowed to participate in the re-tendering process of the work.
1.2	Sl. No. 6, Page6 : **Performance Guarantee:** The tenderer, whose tender is accepted, will be required to furnish performance guarantee of 5% of the tendered amount within the period specified in Schedule "F". This guarantee shall be in the form of Department's cash receipt (in case guarantee amount is less than Rs.10,000/-) or Deposit at call receipt / Demand Draft / Pay Order / Banker's cheque issued by a Scheduled Bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities / Fixed Deposit Receipt (FDR) or Guarantee Bonds of any Scheduled Bank or The State Bank of India in accordance with the prescribed form.	Sl. No. 6, Page6 : **Performance Guarantee:** The tenderer, whose tender is accepted, will be required to furnish performance guarantee of 3% of the tendered amount within the period specified in Schedule "F". This guarantee shall be in the form of Department's cash receipt (in case guarantee amount is less than Rs.10,000/-) or Deposit at call receipt / Demand Draft / Pay Order / Banker's cheque issued by a Scheduled Bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities / Fixed Deposit Receipt (FDR) or Guarantee Bonds of any Scheduled Bank or The State Bank of India in accordance with the prescribed form. **The earnest money deposited alongwith bid shall be returned after receiving the aforesaid performance Guarantee**

1.3	Sl. No. 9, Page6 : Validity of tender: The tender for the work shall remain open for acceptance for a period of 150 days from the last date of its submission.	Sl. No. 9, Page6 : Validity of tender: **The tender for the work shall remain open for acceptance for a period of 150 days from the date of opening of technical bids.**
2	**SECTION – 2: ITEM RATE TENDER & CONTRACT FOR WORKS**	
2.1	Para – 3 at page 7: We agree to keep the tender open for one hundred Eighty (150) days from the last date of its submission and not to make any modification in its terms and conditions.	Para – 3 at page 7 : **We agree to keep the tender open for 150 days from the date of opening of technical bids and not to make any modification in its terms and conditions,**
2.2	New para is added as second last para , Page 8	New para is added as second last para, Page 8: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 **DCSEM** in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Security.
3	**SECTION -3 : GENERAL RULES AND DIRECTION**	
	Para 12 (ii) The tenderer, whose tender is accepted,will also be required to furnish by way of security Deposit for fulfillment of the contract, an amount equal to 5% of the tendered value of the work.	Para 12 (ii) The tenderer, whose tender is accepted, will also be required to furnish by way of **Security Deposit** for fulfillment of the contract, an amount equal **to 2.5% of the tendered value** of the work.
4	**SECTION -4 : CONDITION OF CONTRACT**	
4.1	New para is added as (xv) , Page 11	New para is added Page 11 (xv) **Date of commencement of work –** The date of commencement of work shall be the date of start as specified in Schedule F or the 1st date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.
5	**SECTION – 5 (i): GENERAL CLAUSES OF CONTRACT (GCC)**	
5.1	Clause 1Page No. 13 (iv) In the event of the contract being determined under provisions of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.	Clause 1Page No. 13 (iv) In the event of the contract being determined **or rescinded** under provisions of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.
5.2	Clause 1Apara 1, Page No. 13 The person(s) whose tender may be accepted (herein after called the contractor) shall	Clause 1Apara 1, Page No. 13 The person(s) whose tender may be accepted (herein after called the contractor)

	permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions .....to make good the deficit	shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum amount to **security deposit of 2.5%** of the tendered value of the work.
5.3	**Clause 1A** para 3, Page No. 13 Security Deposit as deducted above can be released against Bank Guarantee issued by a Scheduled Bank on its accumulation to a minimum of Rs.5 lakhs subject to the condition that amount of such Bank Guarantee, except last one, shall not be less than Rs. 5 lakhs.	**Clause 1A** para 3, Page No. 13 Security Depo0s it as deducted above can be released against Bank Guarantee issued by a Scheduled Bank on its accumulation to a minimum of Rs. 5 lakhs subject to the condition that amount of such Bank Guarantee, except last one, shall not be less than Rs. 5 lakhs. **Provided further that the validity of bank guarantee shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.**
5.4	**Clause 3** Page No. 14 (xii) If the work is not started by the contractor within 1/8th of the stipulated time.	**Clause 3** Page No. 14 (xii) : Deleted
5.5	**Clause 10 C** Page No. 21 PAYMENT ON ACCOUNT OF INCREASE IN PRICES/ WAGES DUE TO STATUTORYORDER (S) : If after submission of the tender .....of the value of work done during that period.	**Clause 10 C** Page No. 21 PAYMENT ON ACCOUNT OF INCREASE IN PRICES/WAGES DUE TO STATUTORY ORDER (S): If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under clause 10CA and not being a material supplied from the Engineer in charge stores in accordance with clause 10 thereof) and/ or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in sale tax/ VAT, Central/ State excise/ custom duty) beyond the prices/ wages prevailing at the time of the last stipulated date of receipt of tenderers including extensions, if any, for the work during the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price / wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

		If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under clause 10CA and not being a material supplied from the Engineer in charge stores in accordance with clause 10 thereof) and/ or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/ VAT, Central/ State excise/ custom duty), Government shall in respect of materials incorporate in the works (excluding the materials covered under clause 10CA and not being a material supplied from the Engineer in charge stores in accordance with clause 10 thereof) and/ or labour engaged on the execution of work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/ or wages as prevailed at the time of the last stipulated date for receipt of tenders including extension if any for the work and the prices of materials and/ or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. Engineer in charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages. The contractor shall within a reasonable time of his becoming aware of any alteration in the price of any such materials and/ or wages of labour, give notice thereof to the engineer in charge stating that the same is given pursuant to this condition together with all information relating there to which may in position to supply. For this purpose, the labour component of the work executed during period under consideration shall be the percentage as specified in schedule F, of the value of work done during that period and the increase/ decrease in labour shall be consider on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.
5.6.1	**Clause 10 CA** para 3, Page No. 21 PAYMENT DUE TO VARIATION IN PRICES OF MATERIALS AFTER RECEIPT	**Clause 10 CA** para 3, Page No. 21 PAYMENT DUE TO VARIATION IN PRICES OF MATERIALS AFTER RECEIPT OF TENDER :

	OF TENDER: The increase/ decrease in prices..... as indicated in schedule "F" shall be followed.	The increase/ decrease in prices of cement, steel and other materials as issued steel reinforcement, structural steel and other materials shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for cement, steel reinforcement, structural under the authority of Chief Engineer/ tender approving authority as valid on the last date of receipt of tender, and for the period under consideration. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.
5.6.2	**Clause 10 CA** Page No. 21 Addition to the last para	**Clause 10 CA** Page No. 21, Addition to the last para : If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting the recovery, whichever is higher.
5.7	**Clause 10 CC** Page No. 22 PAYMENT DUE TO INCREASE/ DECREASE IN PRICES/ WAGES AFTER RECEIPT OF TENDER FOR WORKS:	**Clause 10 CC** Page No. 22 PAYMENT DUE TO INCREASE/ DECREASE IN PRICES/WAGES **(EXCLUDING MATERIALS COVERED UNDER CLAUSE 10CA)** AFTER RECEIPT OF TENDER FOR WORKS**:**
5.7.1	**Clause 10 CC** Page No. 22 (ii) (d) Full assessed value of Secured Advance fresh paid in this quarter	**Clause 10 CC** Page No. 22 (ii) (d) Full assessed value of Secured Advance **(excluding materials covered under clause 10 CA)** fresh paid in this quarter
5.7.2	**Clause 10 CC** Page No. 22 Components of cement, steel, materials, labour, P.O.L., etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule "E". The decision of the Engineer-in-charge in working out such percentage shall be binding on the contractors.	**Clause 10 CC** Page No. 22 Components for materials **(except cement, reinforcement bars, structural steel or other materials)**covered under clause 10CA) labour, P.O.L., etc. shall be predetermined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule "E". The decision of the Engineer-in-charge in working out such percentage shall be binding on the contractors.

5.7.3	**Clause 10 CC** Page No. 22 The compensation for escalation for cement, steel, materials, P.O.L shall be worked as per the formulae given below:	**Clause 10 CC** Page No. 22 iv) The compensation for escalation for other materials **(excluding cement, reinforcement bars, structural steel or other materials covered under clause 10CA) and P.O.L** shall be worked as per the formula given below:
5.7.4	**Clause 10 CC** Page No. 22 a)Adjustment for component of "cement"	**Clause 10 CC** Page No. 22 **Deleted**
5.7.5	**Clause 10 CC** Page No. 23 b) Adjustment for component of "steel"	**Clause 10 CC** Page No. 23 **Deleted**
5.7.6	**Clause 10 CC** Page No. 23 c) Adjustment for civil component (Except cement & steel/ Electrical component of construction materials:	**Clause 10 CC** Page No. 23 a) Adjustment for civil component **(except cement, structural steel, reinforcement bars and other materials covered under clause 10CA)/ Electrical component of** construction 'Materials'
5.7.7	**Clause 10 CC** Page No. 23 **18** Xm : Component of materials expressed as percent of the total value of work.	**Clause 10 CC** Page No. 23 a) Xm: Component of materials **(except cement, structural steel, reinforcement bars and other materials covered under clause 10CA)** expressed as percent of the total value of work.
5.7.8	**Clause 10 CC** Page No. 23 d) Adjustment for component of "POL"	**Clause 10 CC** Page No. 23 **b)** Adjustment for component of "POL"
5.7.9	**Clause 10 CC** Page No. 24 ix) Provided always that the provision of the preceding Clause 10 I and 10 CA shall not be applicable for contracts where provisions of this clause are applicable, but in cases where provisions of this clause are not applicable, the provisions of Clause 10 I and 10 CA will become applicable.	**Clause 10 CC** Page No. 24 **ix) Provided always that :-** **(a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.** **(b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.**
5.8	**Clause 11** para 3, Page No. 24 The contractor shall comply with the.....construction.(Repeated)	**Clause 11** para 3, Page No. 24 **Deleted**

5.9.1	**Clause 12.2** para 1, Page No. 25 DEVIATION, EXTRA ITEMS AND PRICING: In the case of extra item (s) the contractor may within fifteen days of receipt of order or occurrence of the item (s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.	**Clause 12.2** para 1, Page No. 25 DEVIATION, EXTRA ITEMS AND PRICING : In the case of extra item (s) (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item (s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. In rate analysis material & labour components shall be as per CPWD ASR. However rate of material to be as per market rates based on invoice and rate of labour as per statutory Authority.
5.9.2	**Clause 12.2**para 2,Page No. 25 In the case of substituted items the rate for the agreement items (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.	**Clause 12.2** para 2, Page No. 25 In the case of substituted items (items that are taken up **with partial substitution or in lieu of items of work in the** contract) the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.
5.9.3	**Clause 12.5:** page 25 For the purpose of operation of **Schedule "F"**, the following works shall be treated as works relating to foundation: **(i)For buildings, compound walls:** plinth level or 1.2 metres (4 feet) above ground level, whichever is lower, excluding items of flooring and D.P.C. but including base concrete below the floors. **ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs:** the bed of floor level. **For retaining walls where floor level is not determinate:** 1.2 metres above the average ground level or bed level. **iv) For roads:** all items of excavations and filling including treatment of sub-base and	**Clause 12.5:** page 25 For the purpose of operation of **Schedule "F",** the following works shall be treated as works relating to foundation: **(i)For buildings, compound walls:** plinth level or 1.2 m above ground level, whichever is lower, excluding items of flooring and D.P.C. but including base concrete below the floors. **(ii) For abutments, piers, retaining walls of culverts & bridges, walls of water reservoirs and well staining:** All works upto 1.2 m above the bed level. **(iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/tanks and other elevated structures, where floor level is not determinate :** All works upto 1.2 m above the average ground level or bed level. **(iv) For reservoirs/tanks (other than overhead reservoirs/tanks):** All works upto 1.2 ms above the ground level. **(v) For basement:** All works upto 1.2m above ground level or upto floor 1 level

	soling work. **For water supply lines, sewer lines, underground SWD & similar works:** all items of work below ground level except items of piping work. **vi) For open storm water drains:** all items of work except lining of drains.	whichever is lower. **vi) For Roads:** all items of excavations and filling including treatment of sub-base and soling work. **vii) For water supply lines, sewer lines, underground SWD & similar works:** all items of work below ground level except items of piping work. **viii) For open storm water drains:** all items of work except lining of drains.
5.10	**Clause 14** Page No. 26 CANCELLATION OF CONTRACT IN FULL OR PART: (Deleted & merged with clause-3)	Clause 14 Page No. 26Carrying out part work at risk & cost of contractor **:** **If contractor:** At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; **or** ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; **or** iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge. The Engineer-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work/part incomplete work of any item(s) out of his hands and shall have powers to : a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; **and/or**(b) Carry out the part work / part incomplete work of any item(s) by any means **at the risk and cost of the contractor.** The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work. In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The

		certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor. Any excess expenditure incurred or to be incurred by Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from any money due to the contractor or any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days. If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract. In the event of above course being adopted by the Engineer-in-Charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract."."
5.11	**Clause 19** para 1,Page No. 28 ".....The contractor shall also abide by the provision of the Child labour (Prohibition & Regulation) Act – 1998.	**Clause 19** para 1, Page No. 28 ..... The contractor shall also abide by the provision of the Child labour (Prohibition & Regulation) Act – 1986.
5.12	**Clause 19A** Page No. 28 No labour below 18 years: No labour below the age of 18 (eighteen) years shall be employed on the work.	**Clause 19A** Page No. 28 No labour below 14 years: No labour below the age of 14 (fourteen) years shall be employed on the work.
	CS-5: CCC-2008: P.36	

5.13	**CLAUSE 37 :** **LEVY / TAXES PAYABLE BYCONTRACTOR:** (i) Sales Tax / VAT or any other tax on materials in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect. (ii) The contractor shall deposit royalty and obtain necessary permit as required for supply of the sand, aggregate, stone etc. from local authorities. (iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.	**CLAUSE 37 :** **LEVY / TAXES PAYABLE BYCONTRACTOR:** i**) GST,** Building and other Construction workers Welfare cess or any other tax, Levy or Cess in respect of **input for or output by** this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect except as provided under Clause 38. (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities. (iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.
	CS-2: ***CCC-2008 P. 8 &Section-2 : SGFP-2*** Following para is added in Section- 2 as second last para (Item Rate Tender & Contract for Works)	
"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 ***DCSEM*** *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."*		
	CS-5: CCC-2008: P.36	
5.14	**CLAUSE 38:** **CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS:** i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, **pursuant to the Constitution (46th Amendment) Act 1982,** if any further tax or levy is imposed by Statute, after .the last date of the receipt of	**Clause 38:** **CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS:** i) 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**. However, effect of variation in rates of **GST**

	tender and the contractor thereupon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor. ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and / or the Engineer-in-charge and further shall furnish such other information / document as the Engineer-in-charge may require from time to time. iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, **pursuant to the Constitution (46th Amendment) Act 1982,** give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.	or Building and other Construction Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on **output of the works** contract shall be adjusted on either side, increase or decrease. Provided for Building and other Construction workers welfare cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess. Provided further that such adjustment including **GST** shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause-5 in Schedeule 'F'. (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and shall **also** furnish such other information/document as the Engineer-in-Charge may require from time to time. (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy **or cess**, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.
GST Clause:		
5.15	----	Since the **GST (by subsuming indirect taxes such as VAT, Excise duty, service tax, octroi etc.)** is applicable w.e.f. 01.07.2017, GST as applicable in respect of this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.
5.16	**Construction and Demolition Waste Management Plan**	Regarding disposal of Construction waste from site of work, the agency has to abide by the guidelines of Construction and Demolition (C&D) waste management plan as approved by MCGM and any other regulations issued by statutory authorities

		in the matter from time to time and Department is not responsible in any way in this regard. i. Royalty for excavation, transportation, filling of earthwork etc. including obtaining permission from statutory authority shall be borne by the contractor. ii. Contractor shall strictly follow the statutory rules and regulations of the Construction and Demolition Debris Management Plan for project site. iii. Surplus Excavated materials shall be disposed from construction site at approved disposal ground of MCGM including cost of necessary statutory charges, applicable. iv. Construction debris shall also be disposed from construction site at approved disposal ground of MCGM including cost of necessary statutory charges, applicable. v. Contractor shall submit acknowledgement of challan for each trip for unloading of Construction and Demolition waste material as per the standard format. vi. Contractor shall be responsible and liable for penalty, if any, as prescribed by the Local Authority in case of non-fulfilment of the procedure laid down in the Construction and Demolition Debris Management Plan.
5.17	**Additional Clause:**	**Additional Clause:** I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. II. "Bidder" (including the term `tenderer', 'consultant' or `service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or

		companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. III. "Bidder from a country which shares a land border with India" for the purpose of this Order means :- a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above. IV. The beneficial owner for the purpose of (iii) above will be as under : 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation – a. "Controlling ownership interest" means ownership

		of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company. b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership: 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 5. In case of trust, the identification of beneficial owner(s) shall include

		identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person excercising ultimate effective control over the trust through a chain of control or ownership. V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. VI. (To be inserted in tenders for Works contracts, including Turnkey contracts). The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Certificate for Tenders (for transitional cases as stated in para 3 above): "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I hereby certify that this bidder is not from such a country and is eligible to be considered". Certificate for Tenders: " I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent Authority shall be attached)". Certificate for Tenders for Works involving possibility of sub-contracting : "I have read the clause regarding restrictions on procurement from a bidder of

		a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)" Certificate for GeM: " I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

CDN/C-3 :- Form of Bank Guarantee for Earnest Money Deposit/ Performance Guarantee/Security Deposit/Mobilization Advance

On non-judicial stamp paper of minimum Rs. 100

(Guarantee offered by Bank to DCSEM in connection with the execution of contracts)

Form of Bank Guarantee for Earnest Money Deposit / Performance Guarantee/ Security Deposit/ Mobilization Advance

1. Whereas the (Designation of Engineer) _____ (name of division)_____,DCSEM on behalf of the President of India (hereinafter called "The Government")has invited bids under .....(NIT number)..... dated..... for..... (name of work) ..... The Government has further agreed to accept irrevocable Bank Guarantee for Rs..... (Rupees ..... only) valid upto..... (date)*..... as Earnest Money Deposit from ..... (name and address of contractor) .....,(hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

   OR**

   Whereas the (Designation of Engineer)..... (name of division) .....,DCSEM on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number..... with .....(name and address of the contractor)..... (hereinafter called "the Contractor") for execution of work..... (name of work) ..... The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. ..... (Rupees ..... only) valid upto..... (date)..... as **Performance Guarantee/ Security Deposit/Mobilization Advance** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, ... (indicate the name of the bank) (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs..... (Rupees ..... only) on demand by the Government within 10 days of the demand.

3. We, ... (indicate the name of the Bank) do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ..... (Rupees .....on|y)

4. We, ... (indicate the name of the Bank) ....., further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. We, ... (indicate the name of the Bank) further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions rerating to the said agreement and we shall not be relieved from our

liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We, ... (indicate the name of the Bank)....., further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.

7. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor.

8. We, ... (indicate the name of the Bank)....., undertake not to revoke this guarantee except with the consent of the Government in writing.

9. This Bank Guarantee shall be valid up to ..... unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. ..... (Rupees..... only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date .....

Witness:

1. Signature..... Authorized signatory
   Name and address Name
   Designation
   Staff Code no.
   Bank Seal

2. Signature.....
   Name and address

* Date to be worked out on the basis of validity period from the date of submission of tender.

** In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/ security deposit/ mobilization advance, as the case may be.

CDN/C-4 : LIST OF CHANGES / MODIFICATION IN THE CCC – 2008

(As Section 10(v) & P. 75-A of "Conditions & Clauses of Contract-2008")

SECTION 10 (V) : Format to be enclosed for each bill for payment through Electronic Mode

To,

The Pay & Accounts Officer,
Directorate of Construction, Services & Estate Management, Mumbai.

Sub: Bank Details for Payment through Electronic Mode

Sir,
It is requested that our payment may please be arranged through Electronic Mode. The details of bank are as under:

1. IFSC CODE													
2. NEFT Code													

Note : *In case beneficiary's bank is State Bank of India (any branch in India) IFSC Code & NEFT Code may not be mentioned.*

3. Account No.													

Full Account No. for payment to be made through Electronic Mode.

18 Account Type. CURRENT A/C (11)/CASH CREDIT A/C (13)

5. MICR NO.									

Note : *1st three digit & last of 3 digit of MICR No. should not be zero.*

6. Name of Bank : .....

7. Name of Branch : .....

8. Address of Bank : .....

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for any reasons, I would not hold the user institution responsible and agree to discharge the responsibility expected of me as a participant under the scheme.

Yours faithfully,

( )
Signature of Authorized Officer
With Name, Designation & Company's seal.

Scope & Location of Work : -

Location : Anushaktinagar, Mumbai.

1. Leveling and cleaning of areas
2. Making of lawn
3. Providing and spreading of well decomposed, dry farm yarfd manure
4. Providing and spreading of red garden soil
5. Providing of specified pots
6. Supply and plantation of plants/ shrubs
7. Maintenance of lawns, trees, shrubs, hedges etc on day to day basis.

Annexure-I

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
_____
_____
_____
_____
_____

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -
_____
_____
_____
_____
_____

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:
_____
_____

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

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

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

UNDERTAKING TO BE SUBMITTED BY THE BIDDER ON THEIR LETTER HEAD DULY SIGNED AND SEALED WITH DATE

Name of Work: Maintenance and development of garden areas at Sangam Jalvayu Vihar and Brindavan Compost area and other areas of Anushaktinagar, Mumbai.

NIT No.: DCSEM/CQD/QSB/ NIT/71/22-23/ dt.28.10.2022

UNDERTAKING

I / We, hereby tender for the execution of the work for the President of India within the time specified in Schedule "F", viz., Schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instruction in writing referred to in Rule 1 of General Rules & Directions and in Clause – 11 of the General Clauses of Contract and with such materials as are provided for, by and in respects in accordance with such conditions so far as applicable.

I / We have read and examined the e-Tender Notice for Inviting Pre-Qualification (PQ) of Contracting Agencies, Section I, II & III, & other documents and rules referred to and all other contents in the tender documents for the work AND ACCORDINGLY. I / We, hereby submit credentials and other documents as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I / We have read and examined the Notice Inviting Tender, General Rules & Regulations, Directions, form of tender, special conditions, Safety & Security codes for work contract, general condition of contract and all other contents in the tender documents for the subject work.

I / We also declare that we have not executed similar works(s) through another contractor on back to back basis. Further that, if such violation comes to the notice of Department, then we shall be debarred for bidding in DAE in future forever. Also if, such violation comes to the notice of the 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 etc.

I / We have downloaded and gone through the pre-bid clarifications issued by the Department after close of sale of tenders and submitting tender accordingly.

I / We have gone through the "Additional Notes" sheet of financial bid/BOQ and submitting tender accordingly.

I / We have understood the entire scope of work and rates (inclusive GST) quoted accordingly. We shall carry out the work as per Schedule of Quantities, technical specifications, drawing and complete the work within stipulated time to the entire satisfaction of the Department.

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Signature with seal & date