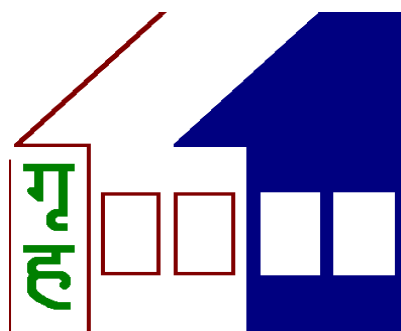


**DEWATERING OF SURFACE
WATER AND SITE DRESSING FOR
THE PROPOSED GROUP
HOUSING RESIDENTIAL
DEVELOPMENT OF
37.81 ACRE LAND OF
CGEWHO AT GREATER NOIDA,
UTTAR PRADESH**

**TENDER DOCUMENT
FOR DEWATERING,
SURFACE WATER AND
SITE DRESSING**

(NIT, TECH. DATA & BOQ)



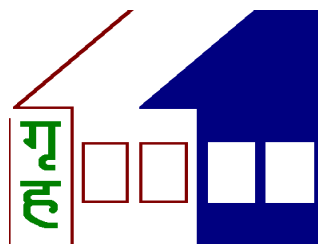
CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION(CGEWHO)

Sixth Floor "A" Wing, Janpath Bhavan, Janpath, New Delhi – 110 001

Phone: 23717249,23739722,23355408 Fax: 23717250

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CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION (CGEWHO)

Sixth Floor "A" Wing, Janpath Bhavan, Janpath, New Delhi – 110 001

Website : www.cgewho.in; e-mail : cgewho@nic.in

NOTICE INVITING TENDER (NIT)

NIT No: CGEWHO/Greater NOIDA/T-508/6-I dated 03 July 2014

SUB: DEWATERING OF SURFACE FOR THE PROPOSED GROUP HOUSING RESIDENTIAL DEVELOPMENT OF 37.81 ACRE LAND OF CGEWHO AT GREATER NOIDA, UTTAR PRADESH.

Central Government Employees Welfare Housing Organisation (CGEWHO) , invites sealed Lump Sum rates tenders for Dewatering of Surface Water and Site Dressing at "Proposed group housing project" of 37.81 acre land of CGEWHO at Greater Noida, Uttar Pradesh from the capable contractors as per following:

1.	NIT No.	CGEWHO/GREATER NOIDA/T-508/6-I dated 03 July 2014		
2.	Name of Work	Dewatering of Surface for the proposed group housing Residential Development of 37.81 acre land of CGEWHO at Greater Noida, Uttar Pradesh.		
3.	Type of Tender	EMD in Rs (3% of Estimated Cost)	Estimated Cost in lacs- Rs	Completion period
	Item Rate	30000/-	10 lacs	30 days
	EMD & Tender cost shall be deposited by the intending tenderer in the form of Demand Drafts / Pay Orders in favour of "CEO, Central Government Employees Welfare Health Organisation" payable at New Delhi			
4.	Sale of Tender document	From 07 July 2014 to 28 July 2014 to 14:30 hours		
5.	Last date of submission of tender	30 July 2014 up to 15:00 hours		
6.	Date & time of opening of tender	31 July 2014 at 15:30 hours (The tenders will be opened in the presence of intending bidders)		
7	Sale of tender document	The tender documents can be down loaded from the web site www.cgewho.in from 07 July 2014 onwards.		
8.	Place of submission & opening of tender	CGEWHO 6 th Floor A- Wing, Janpath Bhavan, Janpath, New Delhi- 110001		
9.	The Agency must have EPF/ Sales Tax/ Service Tax Registration Number.			

CGEWHO reserves the right to accept or reject any or all the tenders or annul this process at any time without assigning any reason whatsoever.

The site is located at Plot No. 7, Sector-P4 Greater Noida.

The clarification required, if any can be had from the office of the Asst Director, CGEWHO, 6th Floor Wing-A, Janpath Bhavan, Janpath, New Delhi by sending e-mail at cgewho@nic.in

Tenderers are requested to down load the documents from the websites for submission.

Asst Director (Tech)

CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANIZATION
(Ministry of Housing and Urban Poverty Alleviation)

**DEWATERING OF SURFACE WATER AND SITE DRESSING FOR THE
PROPOSED GROUP HOUSING RESIDENTIAL DEVELOPMENT OF 37.81
ACRE LAND OF CGEWHO AT GREATER NOIDA, UTTAR PRADESH**
TECHNICAL SPECIFICATION

1) DEWATERING :-

- a) The work shall consist of furnishing all plant, labour equipments, fuel, electricity and water charges.

The Dewatering shall be done using pumps including suction, delivery pipe and D.G. Sets , Diesel, Manpower etc. of required capacity

The number of Pumps shall be sufficient to achieve specified result. The Contractor shall make proper arrangement on its own including Equipment, material and labour for disposal of water in proper drain and all permission (if required) shall be taken by the Contractor.

- b) The Contractor shall arrange to have the entire Dewatering system designed in detail, installed, maintained and operated by qualified and experienced personnel throughout the course of the work.
- c) The Dewatering system shall be designed to operate on a continuous basis so as to see a considerable decrease in levels to check inflow of further water from any other source.

The Contractor shall find the inflow and plugging of inflow of further water in the site from any source. Any permission or work required for the Identification and Plugging of water source shall be deemed to have been included in the Contractor's scope of work.

- d) The contractor shall arrange dispersal of water by its own sources and shall also take necessary approvals/ clearances from the concerned authorities prior to commencement of dewatering and the above job shall also include in his Scope of Work.

TIME OF WORK :-

The time allowed for Dewatering and Plugging shall be maximum 20 days from handing over of Site to Contractor.

2) SURFACE DRESSING :-

Clearing and removal of sludge after dewatering and spreading over the site including surface dressing of the ground including removing vegetation and inequalities and spreading/ dressing over the site, ploughing of existing ground.

Clearing jungle/sullage including uprooting of rank vegetation, grass, bushes, wood and saplings.

TIME OF WORK :-

The time allowed for Surface dressing and clearing Jungle shall be maximum 30 days from handing over of Site to the Contractor.

MODE OF PAYMENT

Interim payments for Dewatering, Sludge Removing and Surface Dressing may be made in lump sum in accordance with the following provisions.

- 1)** The first payment equal to 20 % of the total lump sum amount of work will be made after the Contractor has brought on the Site all the material and Dewatering equipment in accordance with his approved scheme of Dewatering (and after the Contractor has submitted a Bank Guarantee of amount equal to 20% of the total amount of work).
- 2)** The next payment of 60 % shall be given at the time on Completion of Plugging and Dewatering work to the satisfaction of Client/ Architect.
- 3)** The remaining 20% of the payment shall be given after completion of surface dressing work to the satisfaction of client/ Architect.
- 4)** Bank Guarantee shall be returned within 30 days of completion of total work.

CLAUSES OF CONTRACT (CC)

1.0 DEFINITIONS

The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of CGEWHO and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

- 1.1 **CGEWHO**, herein after called "Client "propose to get the works executed as mentioned in the Contract.
- 1.2 In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
- a) **APPROVAL** means approved in writing including subsequent written confirmation of previous verbal approval.
 - b) **BILL OF QUANTITIES or SCHEDULE OF QUANTITIES** means the priced and completed Bill of Quantities or Schedule of Quantities forming part of the tender.
 - c) **CONTRACTOR** shall mean the individual, firm, company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - d) **CONTRACT VALUE** means the sum for which the tender is accepted as per the letter of Award.
 - e) **DRAWINGS** mean the drawings referred to in the contract document including modifications if any and such other drawings as may from time to time be furnished and/ or approved by CGEWHO.
 - f) **DATE OF COMMENCEMENT OF WORK:** The date of start of contract shall be reckoned from 7 days after the date of issue of letter of Award or handing over of Site whichever is earlier.
 - g) **ENGINEER-IN-CHARGE** means the Engineer Officer/PMC who shall supervise and be in-charge of the work.
 - h) **LANGUAGE:** All documents and correspondence in respect of this contract shall be in English Language.
 - i) **"LETTER OF AWARD"** shall mean CGEWHO's letter or notification conveying its acceptance of the tender subject to such conditions as may have been stated therein.
 - j) **MONTH** means English Calendar month „Day" means a Calendar day of 24 Hr.
 - k) **PMC** shall mean Project Management Consultants and M/s R T & Associates Pvt Ltd. have its registered office in Delhi have been appointed by CGEWHO as PMC for the Project

- l) **SITE** means the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by CGEWHO/client/owner or used for the purpose of the contract.

2.0 SECURITY DEPOSIT/ RETENTION MONEY

- 2.1 **CGEWHO** reserves the right of part or full forfeiture of EMD/ security deposit in addition to other claims in the event of contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract,. The amount of EMD of the successful tenderer shall be adjusted towards security deposit, which shall be released within one month only after the successful completion of work. The EMD of the unsuccessful tenderers shall be refunded after award of work. Tenders submitted without the requisite EMD shall be summarily rejected.

3.0 CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR

If contractor:

- (i) 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 of contract may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to CGEWHO, 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:
- (iv) 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 CGEWHO because of action under this clause shall not exceed 10% of the tendered value of the work.

4.0 TAXES AND DUTIES

- 4.1 Except as otherwise specifically provided in the contract, the contractor shall be liable and responsible for the payment, of all taxes, such as excise duty, custom duty, sales tax, Value Added Tax including the purchase tax, consignment tax, work contract tax, service tax, entry tax or any other similar tax in the state concerned, turnover tax, toll tax, octroi charges, royalty, labour cess, levy and other tax(es) or duty(ies) which may be specified by local/state/ central government from time to time on all material articles which may be used for this work. The rates quoted by him in the tender in bill of quantities shall be inclusive of all taxes, duties, levies etc.

- 4.2 The rate quoted by the contractor shall be deemed to be inclusive of all taxes as given in clause of Tax deductions at source shall be made as per laws prevalent in the State as applicable for the work.
- 4.3 The stamp duty and registration charges, if any, on the contract agreement levied by the Government or any other statutory body, shall be paid by the contractor as applicable in the state of work.
- 4.4 It will be incumbent upon the Contractor to obtain a registration certificate as a dealer under the Local Sales Tax Act / VAT and the Central Sales Tax Act and necessary evidence to this effect shall be furnished by the Contractor to CGEWHO.
- 4.5 The tenderer shall quote his rates inclusive of Service Tax, Turnover Tax /Sales Tax on Works Contract / VAT payable to State Govt. along-with other taxes, duties, levies etc. in conjunction with other terms and conditions. In case, the Turnover Tax/ Sales Tax on Works contract on execution of work is waived off by the State Govt. at later stage for this project, the equivalent amount from the date of waiver of such tax (as per prevailing rate as on the date of waiver of Turnover Tax/ Sales Tax on Works Contract/ VAT) shall be deducted from the amount payable to the contractor from subsequent RA bills.

5.0 INCOME TAX DEDUCTION (TDS)

Income tax deductions shall be made from all payments made to the contractor including advances against work done, as per the rules and regulations in force, in accordance with the Income Tax act prevailing from time to time.

6.0 VALUE ADDED TAX (VAT) / SALES TAX

The contractor shall comply with all the provisions of VAT / SALES TAX Act applicable in the respective state. The contractor shall be registered with the applicable sales tax authority of the state / Union territory as applicable for the works. The contractor shall be responsible for submission of appropriate sales tax / VAT to the authority and CGEWHO shall all times be kept indemnified for non-fulfillment of the sales tax / VAT obligations by the contractor including but not limited to registration, submission of tax & its returns at appropriate times and any other statutory obligation(s) in this regard as applicable. However, contractor is bound to submit the proof of deposit of Sales Tax / VAT to the CGEWHO failing which the Engineer-in-charge shall have, without prejudice to any other rights or remedy available under any of the clauses of contract, full powers to deduct / recover the sum(s) he deems fit from any amount due /payable or any security deposit available at his disposal.

7.0 SERVICE TAX

The tenderer shall quote his rates inclusive of Service Tax along with other taxes, duties, levies etc. The contractor must have registration No. with Service Tax Authorities and will provide copy of Registration to CGEWHO before release of any payment by the Corporation. The contractor will submit regular Invoice / Bill fulfilling all conditions of Service Tax Rules 1994 amended from time to time and shall produce proof of deposit of Service Tax to the Corporation as and when demanded failing which the Engineer-in-charge shall have without prejudice to any other rights or remedy available under any of the clauses of contract, full powers to deduct / recover the sum(s) he deems fit from any amount due / payable or any security deposit available at his disposal. The contractor has to submit bill showing service tax separately.

8.0 FORECLOSURE OF CONTRACT BY CGEWHO

If at any time after the commencement of the work the CGEWHO shall for any reason whatsoever is required to abandon the work or is not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

9.0 DEFECTS LIABILITY PERIOD

The contractor shall be responsible for the rectification of defects in the works for a period **one** month from the date of taking over of the works by the CGEWHO. Any defects discovered and brought to the notice of the contractor forthwith shall be attended to and rectified by him at his own cost and expense. In case the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by Engineer-in-charge at the cost and expense of the contractor.

10.0 ESCALATION

All rates as per Bill of Quantities (BOQ) quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract.

11.0 FORCE MAJEURE

Any delay in or failure to perform of either party, shall not constitute default so as to give rise to any claim for damages, to the extent such delay or failure to perform is caused by an act of God, or by fire, explosion, flood or other natural catastrophe, governmental legislation, orders or regulation etc. Failure of the Owner to hand over the entire site and / or release funds for the project, to Contractor, shall also constitute force majeure. The time for performance of the obligation by the parties shall be deemed to be extended for a period equal to the duration of the force majeure event. Both parties shall make their best efforts to minimize the delay caused by the force majeure event. If the failure / delay of the Owner in handing over the entire site and / or in releasing the funds continues even on the expiry of the stipulated date of completion, Engineer-in-charge, may, at the request of the contractor, foreclose the contract without any liability to either party. In the event of such fore closure, the contractor shall not be entitled to any compensation whatsoever. If prior to such foreclosure the contractor has brought any materials to the site, the Engineer-in- Charge shall always have the option of taking over of all such materials at their purchase price or at the local current rates, whichever is lower.

12.0 WATER AND ELECTRICITY

The contractor shall make his own arrangement for Water & Electrical power for construction and other purposes at his own cost and pay requisite electricity and water charges. The contractor shall also make standby arrangement for water & electricity to ensure un-interrupted supply.

13.0 VALUABLE ARTICLES FOUND AT SITE

All gold, silver and other minerals of any description and all precious stones, coins, treasure, relics, antiques and all other similar things which shall be found, under or upon the site, shall be the property of the CGEWHO.

14.0 LABOUR CESS

The rates of the contractor shall be inclusive of labour cess. CGEWHO shall make a recovery @ 1% on account of labour cess from each RA bill of the contractor and labour cess so recovered/deducted shall be deposited with the Labour Board of the concerned state by contractor.

15.0 RECOVERY OF COMPENSATION PAID TO WORKMEN

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, CGEWHO is obliged to pay compensation to a workman employed by the contractor.

16.0 LAW COVERING THE CONTRACT

This contract shall be governed by the Indian laws for the time being in force.

17.0 JURISDICTION

The agreement shall be executed at Delhi on non-judicial stamp paper purchased in Delhi and the courts in Delhi alone will have jurisdiction to deal with matters arising there from, to the exclusion of all other courts.

Bill of Quantities

SL No.	DESCRIPTION OF ITEM	Amount (LS) (In Rs) including Service Tax
1	Dewatering with pumps of adequate HP including Suction Delivery Pipe & DG Sets, Diesel, man-power etc. complete so as to dewater the entire site of 37.81 acres as per the point 1 of Technical Specifications.	
2	Clearing and removal of Sludge after Dewatering and spreading over the site including Surface Dressing of the ground where there is no water including removing vegetation and inequalities and spreading over the Site of 37.81 acres, ploughing of existing Ground. Clearing Jungle including uprooting of Rank vegetation, grass, bushes, wood and saplings etc. as per the point 2 of technical specifications.	
	TOTAL AMOUNT	