

**GOVERNMENT OF DELHI
IRRIGATION & FLOOD CONTROL DEPARTMENT**

STATE : DELHI

CIRCLE : FLOOD CIRCLE-II

BRANCH : I&FC

CIVIL DIVISION–XV

SUB-DIVISION

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

Tender for the work: Hiring of backhoe loader, Long Boom, Tractor trolley with driver and good earth with EC bags and labour for watch and ward of Supplementary Drain from RD 4200 M to RD 8000 m during flood season 2026-27.

- (i) To be uploaded by **3.00 P.M.** hours on **02.06.2026** to EXECUTIVE ENGINEER: CIVIL DIVISION NO.XV, Tenderer shall quote his rates in the schedule of quantities attached to the tender documents available on e-procurement portal <https://govtprocurement.delhi.gov.in>
- (ii) To be opened in the presence of tenderers who may be present at **3.10 P.M.** hours on **02.06.2026** in the office of the EXECUTIVE ENGINEER: CIVIL DIVISION –XV.

TENDER

I/We have read and examined the notice inviting tender, schedule, A,B,C,D,E & F Specification applicable, Drawings & Designs, General Rules and Direction, Conditions of Contract, Clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender documents for the work.

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 and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I & F C

I/We agree to keep the tender open for **Seventy Five (75 days)** from the due date of submission thereof and not to make any modification in its terms and conditions.

I/We have deposited EMD for the prescribed amount in the office of concerned Executive Engineer as per the bid documents.

A copy of earnest money deposit receipt of prescribed amount deposited in the form of ~~Insurance Surety Bonds~~, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or ~~Bank Guarantee~~ (as prescribed) issued by a Commercial bank, is scanned and uploaded (strike out as the case may be). 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 the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or 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 I&FCD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee”.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall 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 & integrity of the State.

Date:

Witness:

Signature of the contractor

Postal Address :

Address:

Occupation:

ACCEPTANCE

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

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

- a)
- b)
- c)

For & on behalf of the President of India

Signature _____

Designation _____

Dated : _____

Estimated amount Rs.7989227.00
Earnest Money Rs.159785.00
Time Allowed 120 days

SCHEDULE OF QUANTITIES

Name of Work :- **A/R & M/O Supplementary Drain.**

Sub-Work :- **Hiring of backhoe loader, Long Boom,Tractor trolley with driver and good earth with EC bags and labour for watch and ward of Supplementary Drain from RD 4200 M to RD 8000 m during flood season 2026-27**

Item No.	Description of Item	Qty.	Unit	Rate	Amount
Item No.1	Deployment of labour for watch and ward of Supplementary drain from RD 4200m to RD 8000 m and Inlets RD 4250m, RD 5194m,RD 5690m,RD5780m RD 5890m and RD 7500m as per site requirement and direction of Engineer-in-charge	3240.00	Each	1308.85	4240674.00
Item No.2	Hiring of backhoe loader with operator, helper, T&P, fuel, lubricant for machine at site complete as per requirement and direction of Engineer-in-charge	90.00	Shift	11167.70	1005093.00
Item No.3	Hiring and running charge of Tractor with trolley including the cost of hiring, POL, Driver etc. all complete as per requirement and direction of Engineer-in-charge	135.00	Shift	1920.55	259274.25
Item No.4	Hire and running charges of 15.00m long boom Pocklain machine in or under water and in foul condition including cost of to and fro charges, chowkidar, fuel, lubricant, operator, movement of machine from site to site of work as per direction of Engineer-In-Charge.	10.00	Shift	22762.20	227622.00

Item No.5	Supply of EC bags by Tractor trolley from Mukundpur store to site and filling with stitching of E.C. bags including cost of earth and Stacking at Supplementary Drain, Inlet RD 4250m, Inlet RD 5194m, Inlet RD 5690m, Inlet RD 5780m Inlet 5890m and Inlet 7500 m for flood season complete as per requirement and direction of Engineer-in-charge	34000.00	Each	49.35	1677900.00
Item No.6	Suppling sal wood karries of different sizes with 20mm M.S bar for its lifting and placing in position for plugging of various inlets including painting with black anticorrosive bitumastic paint of approved brand and manufacturer to give an even shape,.	3.00	Cubic Metre	192887.75	578663.25
	Total			Total Rs.	7989226.50

Say Rs. 7989227.00

ASSISTANT ENGINEER-I

EXECUTIVE ENGINEER : CD-XV

PROFORMA OF SCHEDULES

(Seperate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders)

I & F C

SCHEDULE 'A'

Schedule of quantities (as per PWD-3)

As per Schedule Attached

SCHEDULE 'D'

Extra schedule for specific requirements/documents for the work, if any.

NIL

SCHEDULE 'E'

Reference to General Conditions of Contract.-(**2023 incorporeity amendments to upto date of opening of tender**)

GOVT. OF N.C.T. OF DELHI
IRRIGATION AND FLOOD CONTROL DEPARTMENT

Name of work: -A/R & M/O Supplementary Drain.

Sub-work: - Hiring of backhoe loader, Long Boom,Tractor trolley with driver and good earth with EC bags and labour for watch and ward of Supplementary Drain from RD 4200 M to RD 8000 m during flood season 2026-27

Scope of work:- The work under this contract generally consists of “**Hiring of backhoe loader, Long Boom,Tractor trolley with driver and good earth with EC bags and labour for watch and ward of Supplementary Drain from RD 4200 M to RD 8000 m during flood season 2026-27.**” The work mainly consists of supply of earth for filling of available empty cement bags and hiring of labors for watch and ward of inlets and Hydra (Long Boom Machine to lift heavy material) in three shift for three day the time of increase the water level in Yamuma river to use for plugging the various inlet of L/B of supplementary drain in Flood Season between above mentioned reach. The drawing of site plan of work can be seen in the office of Executive Engineer, CD-XV, Bharat Nagar Delhi-110052 on all working day.

GENERAL SPECIFICATIONS:

1. Unless otherwise specified in the Special Terms and Conditions, the work shall be carried out strictly in accordance with the printed C.P.W.D. Specifications 2019 Vol. I to II with relevant IRC code & B.I.S. specifications as applicable for works at Delhi with upto date correction slips issued till the date of opening of tenders and direction of Engineer-in-Charge. In the event of any dispute the following shall be the order of priority to decide the issue:-
 - i) Nomenclature of items read with Special /Additional terms and conditions of the contract.
 - ii) Drawings.
 - iii) CPWD Specifications 2019 Vol. (I & II) with upto date correction slips issued till the date of opening of tenders.
 - iv) B.I.S. Specifications / IRC Specifications.
 - v) Instructions of Engineer-in-charge.
 - vi) D.S.R. 2023
 - vii) C.P.W.D. Works Manual-2024.

GENERAL CONDITIONS

1. Before tendering, the contractor shall inspect the site of work and fully acquaint himself about the site conditions, with regards to its difficult accessibility and space restrictions. No claim what so ever shall be entertained by the Department /Govt. due to any such difficult site conditions over and above percentage quoted by the contractor in the Schedule of Quantities of the tender. The quoted percentage shall be inclusive for all the working conditions like carriage of material to construction site including its re-handling working in foul condition & nothing extra shall be paid on this account. The contractor shall not be entitled for any additional rate beyond the percentage quoted by him.

2. There may be possibility of rehandling of materials used in the work due to one or another reason. The percentage quoted by the contractor for execution of all items of schedule of quantity shall also include this aspect of rehandling and nothing extra shall be paid on account of rehandling of any materials beyond his percentage quoted against the work.
3. The contractor shall at all times, provide and install sufficient warning signs, lighting arrangements, protective tin sheet fencing, notice boards, night watch man etc. to protect and warn the public, about the work being executed to avoid any accident(s) at site. However, if any mishap occurs, either in absence or shortage of any such arrangement or for any other reason whatsoever, the contractor shall be fully responsible for compensation to the victims and to face all other legal consequences.
4. The contractor must take adequate precautions to safeguard the executed work against rains, earthquake, riots, accidents etc. The department shall in no way be responsible for any loss occurring due to such causes until the completed work has been handed over to the department.
5. The work executed under this contract shall be subjected to inspections carried out by departmental officers and the Chief Technical Examiner's Organizations or any third party agency appointed by the deptt. . Any defects regarding workmanship or quality of material used as pointed out during or after completion of work by Technical Examiner's or by departmental officers or by the third party agency appointed by the deptt., the same shall have to be rectified by the contractor at his own cost and in case the contractor fails to do so, it shall be got rectified through any other agency, or by the department at the risk and cost of the contractor. Any recoveries pointed out by the C.T.E Organization or by department officers during or after the completion of the work shall have to be made from running account bills or any other amount standing due / payable to the contractor against this work or any other work executed by him in I&FC Deptt. or outside the Deptt. The decision of the Engineer – in- charge regarding workmanship and recovery on account of defective work or below specifications, shall be final and binding on the contractor.
6. The work being under the technical control of Chief Engineer (I&FC), Govt. of NCT of Delhi and the word of C.P.W.D. or its officers wherever it occurs in the tender form, shall be construed to mean the "**IRRIGATION AND FLOOD CONTROL DEPARTMENT**", **GOVT. OF DELHI** or its officers, except in the case of clauses involving specifications, Schedule of rates and working conditions of labour and material.
7. The percentage quoted by the contractor shall be inclusive of royalty, octroi, taxes, carriage, leads and lifts and all inputs involved for satisfactory execution of work including GST. No extra payment on this account of any unforeseen contingency shall be payable beyond the percentage quoted by him in this tender. Further in compliance to direction of Labour Department, Govt. of NCT of Delhi one percent (1%) labourcess of the amount of the cost approved shall be deducted from the contractor bill at the time of payment .Further necessary deductions shall be made of Income Tax, Sales Tax (GST) or other taxes as notified by the Govt. from time to time.
8. The contractor shall have to make his own arrangement for filtered and unfiltered water both for labour and for execution of work at his own cost for which nothing extra shall be payable beyond his tendered rates.
9. Display Notice Board of size 0.90 m x 0.75 m is to be installed at site of work at a height of 1.5m above Ground Level or as directed by the Engineer-in- charge , indicating the Name of work/, Agency, Deptt., date of start and completion. No extra payment shall be made on this account.

10. The contractor shall have to make approaches to the site of work if required and keep them in good condition for transportation of labour and materials as well as for inspection of work by the Engineer-in-charge. Nothing extra shall be paid on this account.
11. The contractor shall at all time, carry out work in such a manner so as, not to create interference in the flow of traffic as well as not to interfere or affect or disturb other works being executed by other agency, if any. All arrangement for diversion of traffic and maintenance thereof during the period of execution of work will be done by the contractor. This shall be considered as incidental to the work as contractor's responsibility and nothing extra shall be payable to him on this account.
12. Any damage done by the contractor to any existing work shall be made good by him at his own cost, and nothing extra shall be paid on this account.
13. During execution of work, care should be taken to avoid any accident on account of underground / overhead wire, cable passing through the area, working in foul condition, flowing water or any mishappening etc. The department shall not be responsible for any compensation. The contractor shall quote his rates accordingly and no request on these accounts shall be entertained at later stage. Moreover the work is to be carried out in built up areas and the contractor shall ensure that no damage is caused to the existing structures and if any mishap or damage occurs due to work, the entire responsibility including criminal prosecution or enforced liability due to legal action thereof, shall rest with the contractor. The tenderer shall be deemed to have carefully examined, the drawings, conditions of contract and specifications of the work and all other documents comprising the tender before tendering the rates for satisfactory execution of this works.
14. If the scope of work at any stage during the execution is amended under the relevant clauses of the tender documents, the additional work shall have to be carried out as per CPWD specifications 2019, Vol. I & II.
15. No compensation shall be payable to the contractor for his staff and labour remaining idle during any kind of hindrances in the work or stoppage of work or delay caused during the progress of the work due to any reason whatsoever.
16. If any mishappening occurs at site during execution of work, the contractor shall be solely responsible for the same.
17. The contractor shall provide at his own cost all the instruments including surveying instruments etc. required for the purpose of checking at the site of work, instruments for field test like set of sieves for sieve analysis, and other instruments as directed by the Engineer-in-charge.
18. If due to any change in the design and other stipulations or requirement at site during execution of work, a particular sequence of overall constructional operations has to be followed due to which certain interruptions to any one or more items of work occur resulting in increase or decrease in the scope of work then no claim of the contractor what so ever shall be entertained. The payment shall be made as per clauses of the agreement. The Deptt. reserves the right to change the quantum of work/ scope of work including design and drawing at any stage of work, during execution.

No claim of the contractor due to above reasons or any part of the work remaining unexecuted due to above interruptions / stipulations in the work shall be entertained.

- 19. POWER/ELECTRICITY**:-The department shall not make any arrangement for providing power or electric supply to the contractor. The contractor shall have to make his own arrangement and obtain requisite power, if needed from BSES/NDPL. Any expenditure incurred in this regard shall be the liability of the contractor and the department shall neither reimburse nor make any alternative arrangements and same shall have to be made by him from his own source to ensure completion of work as per schedule. No extra payment shall be payable to the contractor on this account. The contractor shall lay lines, cables and other accessories as per specifications and as per requirement of BSES/NDPL authority. In case of any non-payment of dues, if pointed out or referred by BSES / NDPL to this organization, the same shall be recovered from the bills due for payment against the contractor.
- 20.** The water required for execution of work has to be arranged by the contractor. Before use of water in the work, the same shall have to be got tested for accessing its suitability for use in the work. The test should be got done from the laboratory approved by the department and the cost of the test shall be borne by the contractor
- 21.** No deviation or extra item shall be executed by the contractor without taking approval from of Engineer in-charge/ competent authority.
- 22.** All the labour law issued by Govt. from time to time shall be followed by the contractor.
- 23.** Request of contractor for any kind of Secured advance/Mobilization Advance shall not be considered for payment under this contract.
- 24.** Under clause 6, it shall be the sole responsibility of the contractor to submit the draft measurement sheets to the Engineer-in-charge or his authorized representative immediately after taking measurement for verification. In any case no hidden item shall be covered by contractor without verification by the Engineer-in-charge or representative. If the contractor fails to do so the department is free to record ex-part measurement and the same shall be binding on the contractor and no claim on this account whatsoever may be shall be out rightly rejected.
- 25. PERFORMANCE GUARANTEE**: The contractor whose tender is accepted will be required to furnishing performance guarantee of 5% (Five percent) of the tendered amount. This performance guarantee shall be submitted within the period specified in Schedule F in the form of Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank/Nationalized Bank or Fixed Deposit Receipts in accordance with the prescribed form
- 26.** In case the 1st lowest contractor fails to deposit the said performance guarantee within the period as indicated in Schedule F (including the extended period, if any), the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited with bid, shall be returned after receipt of said performance security/guarantee.
- 27.** Further, if the lowest bidder either fails to commence or complete the work as specified in the NIT, the department shall be at liberty to forfeit entire. Performance Guarantee i.e. 5% of the tendered amount and taken into Govt. account without any correspondence.
- 28. ESI & EPF REGISTRATION**:-
- (i) The contractor shall obtain labour registration from labour department for engagement and / or supplying contract labour / employees under contract labour (Regulation & Abolition) Act, 1970 and the contract labour (Regulation & Abolition) central rules, 1971 with upto date amendments. The contractors participating in tendering process should also furnished ESI & EPF Registration along with other required documents.
- (ii) The contractor participating in tendering process shall also upload ESI and EPF registration documents and physically submit the same along with EMD.

29. The special conditions to comply the directives of Hon'ble NGT and issued vide O.M. No. DG/SE/CM/CIN/Misc./02 shall also form the part of this contract and shall have to be strictly adhered by the contractor during execution of work for which no extra payment shall be admissible.
30. **Labour Laws** : It shall be responsibility of the contractor to follow clause 19 and its sub-clauses during the execution of the work under this contract at all times.
- Safety Code** : It shall be responsibility of the contractor to follow Safety Code as per General Condition of Contract and take all safety measures & precautions to prevent any accident / mishap at site during the execution of work by providing all safety equipments to the workmen. In case of any accident at site, the contractor shall be directly held the responsible for the same.
31. The guidelines issued by Honble NGT and any other statutory body for taking measures for preventing Air Pollution shall be complied by the working agency for which no extra cost shall be paid.
32. **THIRD PARTY QUALITY ASSURANCE**
- (i) The 3rd party quality assurance checks regarding quality and quantity shall be carried out by agencies such as DTU or Guru Nanak Dev Engineering Collage as decided by Engineer-in-charge. The decision of Engineer-in-charge in this regard shall be final and binding on the contractor. Final payment shall only be made to the contractor after receipt of report from Third Party Quality Assurance agency.
- (ii) The contractor or his authorized representative shall associate themselves in collection, preparation forwarding and testing of such sample. But, in case he or his authorized representative is not present or does not associate himself, the result of such tests and consequence thereof shall be binding on the contractor.
33. It will be responsibility the contractor ensures no mosquito breeding sites and if found, then necessary penalty will be imposed.
34. It will be the responsibility of the contractor to ensure that no mosquito breeding at site take place, In case any mosquito breeding is found at the site, penalty deem fit, shall be imposed on the contractor.
35. Time allowed. The time allowed for the work shall be 120 days after award of the work.
36. A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to tender. In case of abnormally low bids as defined above, the bidder shall be required to submit Additional Performance Guarantee (APG) in addition to the Standard Performance Guarantee (PG). The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount. (e.g. if ECPT is A and quoted amount is 0.7A then the amount of APG shall be 0.8A-0.7A). The Additional Performance Guarantee (APG) shall be in the prescribed format of Performance Guarantee and has to be submitted within the time frame prescribed for submission of Performance Guarantee. The other terms and Conditions of release etc. of APG shall be same as that of P.G.
37. In case the bidder fails to submit Enhanced Performance Guarantee (EPG) within the prescribed period shall be treated as violation of the contract and action for debarment up to 02years be taken as per condition no. 40 below; Grounds for Debarment of contractor.

38. Further, if the bidder fails to commence or execute the work as specified, I&FC department shall be at liberty to forfeit Enhanced Performance Guarantee along with Performance Guarantee, absolutely. Followed by the action under condition no. 40 below; Ground for Debarment of Contractor.
39. Grounds for Debarment of contractor as per CPWD Work Manual 2024 & Enlistment Rules.
The contractor may be debarred if any of the following is established by enquiry:
- (a) Fails to execute a contract or executes it unsatisfactorily. If the progress of any work is unsatisfactory then contractor can be debarred from tendering in CPWD for future tenders for minimum six months. If more works are delayed by contractor then debarment period can be maximum upto two years; or
 - (b) Violates any conditions of the contract; or
 - (j) Violates the labour regulations and rules; or
 - (k) Is involved in complaints of serious nature received from any source, which have been proved; or
 - (l) Defaults in settlement of tax dues like income tax, GST, etc.; or
 - (o) Does not start the work after the same is awarded to him on two occasions; or
 - (p) Fails to rectify construction/structural defects within a reasonable time not exceeding 2 months, pointed out to him by the engineer-in-charge during the period as mentioned in contract.; or
 - (s) Supply of sub-standard material, non-supply of material, abandonment of works, substandard quality of works; or
 - (t) Misbehavior, direct or indirect involvement in threatening, making false complaints, filing legal suites for frivolous reasons, or any behavioral act, omission or commission damaging the reputation of department/officer.
- The agency may be debarred from six months to maximum two years.
40. Contractor has to abide by rules & regulation of Urban Local Body, Forest Department, law Enforcing Agency, Fire Department, DDA, DJB, NHAI, MCD & Hon'ble NGT. The agency has to seek NOC from land owing agency, road/footpath/sewer line owing agency before initiating work at site. Any penalty imposed shall be borne by the agency and in this regard no payment shall be made other than the quoted rate.
41. The Payment will be made only for running hours of the JCB, Hydra, Long Boom, Diesel Truck, Tractor trolley with driver at the percentage rates quoted by the contractor. Merely hiring the JCB, Hydra, Long Boom, Diesel Truck, Tractor trolley with driver does not entitle the contractor for entire payment on hourly basis. No Idle Charges shall be paid to Contractor.
42. **SITE CLEARANCE:** After physical completion of the work, the site shall be cleared off all the malba, construction material, tools and plants, labour huts, cement store or any other temporary construction raised by the contractor during the execution of work, at his own cost. No extra payment shall be made to the contractor for clearance of the site.

ASSISTANT ENGINEER: I

EXECUTIVE ENGINEER: CD-XV

Name of work: **Hiring of backhoe loader, Long Boom,Tractor trolley with driver and good earth with EC bags and labour for watch and ward of Supplementary Drain from RD 4200 M to RD 8000 m during flood season 2026-27.**

Estimated cost of work **Rs.79,89,226.50**

1. (i) Earnest Money **Rs.1,59,785.00 (to be returned after receiving performance guarantee)**

(ii) Performance Guarantee **5% of tendered value and applicability of Additional performance guarantee**

(iii) Security Deposit **05% of tendered value**

Schedule "F"

General Rules & Directions:-

Officer inviting Tender

EXECUTIVE ENGINEER: CIVIL DIVISION –XV

Maximum percentage for quality of item
Of work to be executed beyond which rates
Are to be determined in accordance with
Clauses 12.2 & 12.3

See Below

Definitions:-

2.vi) Engineer-in-Charge

EXECUTIVE ENGINEER:CIVIL DIVISION-XV

2.viii) Accepting Authority

SE/FC-III/EECD-XV I&FC

2.x) Percentage on cost of material and labour to cover all overheads and profits.

15%

2.x) (a) Standard schedule of Rates

DSR-2023

2.xi) Department

I&FC, GNCTD

9. ii) Standard PWD contract Form GCC 2023 PWD form 7 as modified & Corrected upto

upto date of opening of tender

Clause1 i) Time allowed for submission of Performance guarantee , programme chart (Time and progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof from the date of issue of letter of acceptance.

09 days

ii) Maximum allowable extension with late fee @0.1 per day of performance guarantee amount beyond the period provided in (i) above

06 days

(1to 15 days to be filled by NIT approving authority)

2. Authority for fixing compensation under clause-2

~~EE,CD-XV/SE (FC-II)~~

Clause 2A

Applicable clause 2/ Clause 2A

No

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start Mile stone(s) as per table given below:-

Days

S.No.	Description of Milestone (Physical)	Time allowed in days & (Form date of start)	Amount to be withheld in case of non-achievement of milestone
1.	1/8 th (of the whole work)	1/4 th (of the whole work)	In the event of not achieving the necessary progress as assessed from the running payment 1% of the tendered value of work will be withheld for failure of each miles stone
2.	3/8 th (of the whole work)	1/2 th (of the whole work)	
3.	3/4 th (of the whole work)	3/4 th (of the whole work)	
4.	Full	Full	

Time allowed for execution of work

120 Days

Authority to decide: (As per C.S. No.4) (Page no. 133 of NIT)

- (i) Extension of time ~~SE (FC-II)/EE-CD-XV~~ (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)
- (ii) Rescheduling of mile stone ~~EE/CD-XV/SE (FC-II)~~ (Superintending Engineer/PM/CPM in charge or Superintending Engineer/PM/CPM in Charge of Major Component in case of Composite Contracts, as the case may be)
- (iii) Shifting of date of start in case of delay in handing over of site ~~EE/CD-XV/SE (FC-II)/CE/Zone-I~~ (Superintending Engineer/PM/CPM in Charge or Superintending Engineer in Charge of Major Component in case of Composite contracts, as the case may be)

Modified provision OM dated 08.12.2023

PROFORMA OF SCHEDULES clauses 5 Schedule of Handing over of site

Part	Portion of site	Description	Time period for handing over reckoned from date of issue of letter of intent
Part A	Portion without any hindrance	Whole Work is hindrance free immediately	
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

Clauses 6

Computerised Measure Book (CMB)/~~Electronic Measurement Book (EMB)~~

(i) **Mode of measurement: CMB/~~EMB~~**

Note:- One option to be kept by NIT approving authority.

Clause 7

Gross work to be done together with net
Payment/adjustment of advances for
Material collected, if any, since the last Rs.
Such payment for being eligible to interim
Payment

Clause 7A

Whether clause 7A shall be applicable **Yes**

Clause 8A

Authority to decide compensation on account if contractor fails to submit completion plans ~~EE,CD-
XV/SE (FC-II)~~

Clause 10A

List of testing equipment to be provided by the contractor at site lab.

All testing equipment required for conducting as per CPWD specification for execution of work

- 1. 2. 3.
- 4. 5. 6.

Clause 10B (ii)

Whether Clause 10 B (ii) shall be applicable **No**

Clause 10C

(Applicable in only those contracts where clause 10CC is not applicable)- Component of labour expressed as percent of value of work: = %

~~Clause 10CC~~

~~-Applicable/ Not Applicable (One option to be kept by NIT approving authority)~~

A. For construction period

S. No.	Relevant component of Material/Labour for price escalation	Percentage of total value of work
1.	Cement Component	
2.	Labour Component	
3.	Civil Component of other construction Materials	
4.	E&M (Electrical and Mechanical) component of Construction Materials	
5.	POL (Diesel) component	
6.	Reinforcement steel bars/TMT bars/structural steels (including strands and cables) component	
7.	Bitumen component	
	Total	100%

B. For construction period

S. No.	Relevant component of Material/Labour for price escalation	Percentage of total value of work
1.	Labour Component	
2.	Civil Component of other construction Materials	
3.	E&M (Electrical and Mechanical) component of Construction Materials	
4.	Bitumen component (For Road work component)	
	Total	100%

Modified Provision CS No.2,GCC OM No.2 Dated:14.11.2023

Clause 11

Specifications to be followed for execution of work

CPWD Specification 2019 Vol. I & II with upto date correction slip

~~Clause 12~~

~~authority to decide deviation upto 1.5 time of tendered amount~~

~~As per correction slips~~

~~12.2 & 12.3~~

Modified

~~12.4~~

Modified MO Dated 06.12.2023

~~Deviation limit beyond which Clause 12.2 & 12.3 shall apply for building work **50%**.~~

~~(i) Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in DSR and related items **100%**~~

~~(ii) Deviation limit for items mentioned in earth work subhead of DSR and related items **100%**~~

Clause 16

Competent Authority for deciding reduced rates

SE (FC-II)/EE-CD-XV

Clause 18

List of mandatory machinery, tools and plants to be deployed by the contractor at site.

All Plants Machinery and other equipment for executive of work confirming to specification.

1..... 2..... 3.....

4..... 5..... 6.....

7..... 8..... 9.....

~~Clause 19C..... authority of decide penalty for each default~~

~~Clause 19D..... authority of decide penalty for each default~~

~~Clause 19G..... authority of decide penalty for each default~~

~~Clause 19K..... authority of decide penalty for each default~~

~~Clause 25 (i) Conciliator..... **vide letter no.CEF/SSW/SW/DB/MOM2022/**~~

~~(ii) Arbitrator Appointing Authority..... **2023-24/3492-3517 dated 09.05.25**~~

~~(iii) Place of Arbitration.....~~

32 Requirement of Technical Representative(s) and Recovery Rate

S.No.	Minimum Qualification of Technical Representatives	Discipline	Designation (Principal Technical/ Technical Representative)	Minimum Experience	Number	Rate at which recovery shall Be Made from the contractor in the event of not fulfilling provision of Clause 36(i)	
						Figures	Words
As per Appendix 20							

Assistant Engineers retired from Govt. Services that are holding Diploma will be treated at par with Graduate Engineers.

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

Modified Provision/C.S. No.2, GCC, OM No.2 dated 14.11.2023

Clause 38

- i) a) **Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2023 printed by C.P.W.D.**
- ii) **Variations permissible on theoretical quantities.**
 - a) **Cement**
 - For works with Estimated cost put to Tender not more than Rs. 25.00 lakh.** 3% plus/minus
 - For works with estimated Cost Put to tender more than Rs. 25 lakhs.** 2% plus/minus
 - b) **Bitumen all works.** 2.5% plus & only & nil on minus side.
 - c) **Steel Reinforcement and structural steel sections for each diameter, section and category.** 2% plus/minus
 - d) **All other materials** Nil

Provision of Independent External Monitors

- (i) ~~Threshold value (Estimated cost put to tender) at and above which Integrity Pact would be applicable.....*~~
- (ii) ~~Particulars of IEMs appointed by CVC.....**~~

~~* This value has been decided as Rs.300 crore.~~

~~** The present names and addresses of IEMs are given below.~~

S.No.	Name of IEM	Address
1.	Shri Arvind Kumar Arora (IDSE-Retired) Email: arvindarora333@gmail.com	B-333, Chittaranjan Park, New Delhi-110019 Mobile: 8130588577, 9868236340
2.	Shri Girraj Prasad Gupta (ICAS-Retired) Email: gpgupta1804@gmail.com	E-94 (FF), GK1, New Delhi-110048 Mobile: 9868266056
3.	Shri Swaminathan Kalyanam (IRSME-Retired) Email: swaminathan.kaly@gmail.com	Flat No.705, Tower One, Ansal Sushant Estate, Sector-52, Gurugram-122003 Mobile: 9818798389

Modified provision

**GOVERNMENT OF DELHI
IRRIGATION & FLOOD CONTROL DEPARTMENT
NOTICE INVITING TENDER**

Percentage rate tenders are invited on behalf of the President of India from approved and eligible contractors of **Irrigation & Flood Control Deptt., CPWD, Railway, MES and BSNL** for the work:-

NOW:- A/R & M/O Supplementary Drain.

Sub Work:- Hiring of backhoe loader, Long Boom, Tractor trolley with driver and good earth with EC bags and labour for watch and ward of Supplementary Drain from RD 4200 M to RD 8000 m during flood season 2026-27.

In case only the last date of submission of tender is extended, the enlistment of firm should be valid on the original date of submission of tender.

In case both the last date of download of tender and submission of tender are extended, the enlistment of firm should be valid on either of the two dates i.e. original date of submission of tender or on the extended date of submission of tender.

- 1.1** The work is estimated to cost **Rs.79,89,227/-**. This estimate, however, is given merely as a rough guide.
- 1.1.1** The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division which will deal with all matters relating to the invitation of tenders.
- 1.1.2** The eligible tenderer of appropriate class shall quote his rates in the schedule of quantities attached to the tender documents available on e-procurement portal <http://govtprocurement.delhi.gov.in>. The eligible firm/Contractors can quote their rates through e-procurement platform, provided they produce definite proof of eligibility from the appropriate authority which shall be to the satisfaction of the competent authority.
- 1.2** Criteria of eligibility for submission of bid.
- 2.** The participating contractors should upload self-attested copies of the following documents through e-procurement portal:
 - i.** Copy of GST registration.
 - ii.** Registration of enlistment in the appropriate class in I&FC, CPWD, Railway and BSNL along with the proof of registration from respective department.
 - iii.** Scanned copy of EMD
 - iv.** Scanned copy of E.S.I and E.P.F registration.
 - v.** Copy of PAN No.
 - vi.** Valid mobile number with Whatsapp number & Email Id.
- 3.** Agreement shall be drawn with the successful tenderer on prescribed **Form No. PWD-7** which is available as a Govt. of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 4.** The time allowed for carrying out the work will be **120 Day** from the **15 day** after the date of written orders to commence the work or from the 1st day of handing over the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
- 5.** The site for the work is available.
- 6.** Tenders can be downloaded from the web site <http://govtprocurement.delhi.gov.in> upto **15.00 Hrs.** on **02.06.2026** Online tenders can be submitted through <http://govtprocurement.delhi.gov.in> upto **15.00 Hrs. on 02.06.2026.**

7. The Earnest Money @ 2% of ECPT ₹ 1,59,785/- i.e. Earnest Money Deposit in Original which was uploaded through online while participating in the tender shall be deposited by the L-1 Bidder after opening of bids within 3 Days positively. In case of failure to deposit original EMD within 03 Days, the L-1 bidder shall be debarred for 2 years from participating in the tendering system I&FC Department, Govt. Of NCT of Delhi
8. Additional Enhanced Performance Guarantee (APG)

A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to tender. In case of abnormally low bids as defined above, the bidder shall be required to submit Additional Performance Guarantee (APG) in addition to the Standard Performance Guarantee (PG). The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount. (e.g. if ECPT is A and quoted amount is 0.7A then the amount of APG shall be 0.8A-0.7A). The Additional Performance Guarantee (APG) shall be in the prescribed format of Performance Guarantee and has to be submitted within the time frame prescribed for submission of Performance Guarantee. The other terms and Conditions of release etc. of APG shall be same as that of P.G.
9. Earnest money in the form of Treasury Challan or Demand Draft or Pay Order or Banker's Cheque or Deposit at call receipt(drawn in favour of Executive Engineer, CD- XV, I&FC Deptt.) of any Schedule Bank shall be scanned and uploaded in the e-tendering website within the period of submission. **The original EMD should be deposited as per para 7 of PWD-6.**
10. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount as mentioned in schedule E and within the period specified in Schedule E. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the 1st lowest contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned to the 1st lowest contractor after receipt of aforesaid performance guarantee.
11. Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen at e-procurement website <http://govtprocurement.delhi.gov.in>
12. The bid submitted shall become invalid if:
 - (i) The bid of the bidder is found ineligible.
 - (ii) The bidder does not upload all the documents as stipulated in above para 2.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as physically by the lowest tenderer in the office of tender opening authority.
13. The tenders will be opened by the Executive Engineer, Civil Division No. XV, I&FC Deptt., Govt. of Delhi online on e-procurement portal <http://govtprocurement.delhi.gov.in> at **15:10 Hrs.** on **02.06.2026.**
14. All labour laws including their welfare measures have to be complied by the agency **including E.S.I Registration.**

15. The description of the work is as follows : As per Schedule attached

Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer.

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

16. The competent authority on behalf of President of India does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. The competent authority also reserves its right to allow to the Central Government Public Sector Enterprises / Joint Ventures with PSEs with a minimum value added content of over 20% by the latter, a purchase preference with reference to the lowest valid price bid where the quoted price is within 10% of such lowest price, other things being equal, in case of tenders / quotations whose date of receipt is upto **02.06.2026** subject to the estimated cost being in excess of Rs. 5 crores. All tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.

The competent authority also reserves its right to allow to the Central Govt. public sector enterprises, joint venture with CPSE holding 51% equity or more, a purchase preference with reference to the lowest valid price bid, where the quoted price is within 10% of such lowest price in a tender, other things being equal, in case of tenders/quotations whose date of receipt is upto **02.06.2026**, subject to the estimated cost being of Rs. five crores and above.

The Public Enterprises who avail benefit of the purchase preference should be subjected to adequate penalties for cost overruns etc.

17. Canvassing, whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
18. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
19. The firm shall not be permitted to tender for works in the **FC-II Circle, I and FC Deptt.**, (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the I and FC Department or in the Govt. of Delhi. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
20. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of Delhi is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of Delhi in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of Delhi as aforesaid before submission of the tender or engagement in the contractor's service.

- 21.** The tender for the works for the works shall remain open for acceptance for a period of **75 Days** from the date of opening of tenders.
- (i) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department within 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
- (ii) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
- (iii) In case of forfeiture of earnest money as prescribed in Para (i) and (ii) above, the bidder shall not be allowed to participate in the re-tendering process of the work.
- 22.** This Notice Inviting Tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within **15 days** from the stipulated date of start of the work, sign the contract consisting of :-
- a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto;
- b) Standard P.W.D. form 7.
- 23.** The contractors participating in tendering process in I&FC department, shall furnish ESI & EPF Registration along with other required documents. The ESI & EPF Registration documents of all contractors shall be kept on record and the ESI & EPF Registration documents of lowest tenderer to whom the work awarded, shall form part of the agreement.
- 24.** The contractors shall have to abide by all labour law regulations stipulated from time to time by the Govt. and no subsequent claim shall be entertained on this account in ESI/EPF.
- 25. The agency can revise their rates online only any number of times but before stipulated last date and time of submission of bid. No correspondence regarding revision of rate or withdrawal of bid shall be entertained in offline mode**

**EXECUTIVE ENGINEER,
CIVIL DIVISION NO.XV.
I & FC DEPTT., GOVT. OF DELHI
For and on behalf of President of India.**