

TENDER NO : 01/MGD-3/2023-24

Dated: 16 June 2023



**GOVERNMENT OF INDIA  
MINISTRY OF JAL SHAKTI WR, RD & GR  
CENTRAL WATER COMMISSION**

**E-TENDER FOR CONSTRUCTION OF MTBM, DTBM,  
INSTALLATION OF NEW GAUGE POST AND  
REPAIRING/ERECTION OF GAUGE POST AT VARIOUS SITES  
UNDER  
MIDDLE GANGA DIVISION-3,  
CENTRAL WATER COMMISSION,  
VARANASI, UTTAR PRADESH**



**[Two Envelope with e-Bidding]**

Date of Publishing : 16-06-2023 from 1600 Hrs

Last date for online submission of tender : 23-06-2023 upto 1600 Hrs

Due date for opening of tender : 24-06-2023 at 1630 Hrs

Officer Inviting Tender : Executive Engineer,  
Middle Ganga Division-3, Central  
Water Commission, Varanasi, Uttar  
Pradesh-221002.  
E-mail ID : eemgd3-cwc@gov.in

**Certified that this tender document contains 31 pages only.**

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**Government of India**  
**भारत सरकार**  
**Central Water Commission**  
**केंद्रीय जल आयोग**  
**Middle Ganga Division-3 Varanasi, Uttar Pradesh**  
**मध्य गंगा मंडल-3 वाराणसी, उत्तर प्रदेश**  
**NOTICE INVITING e-TENDER**  
**ई - निविदा आमंत्रण सूचना**

Nit No:- 5/15/MGD-3/2023-24/

Date:

The Executive Engineer (EE), Middle Ganga Division-3, Central Water Commission, Varanasi invites on behalf of the President of India, online e-Tender vide Tender No. : **01/MGD-3/2023-24** dated 16 June 2023 comprising of Technical and Financial bids from an experienced and eligible contractors who have carried out similar works in CWC, other Govt. offices, PSUs & any other reputed firms for the work **"Construction of gauge post at various sites under MGD-3, CWC, Varanasi.**

भारत के राष्ट्रपति की ओर से अधिशासी अभियंता (ईई), मध्य गंगा मंडल-3, केंद्रीय जल आयोग, वाराणसी ऑनलाइन ई-निविदा संख्या: 01/MGD-3/2023-24 दिनांक 16 जून 2023 के माध्यम से ऑनलाइन ई-निविदा आमंत्रित करते हैं जिसमें तकनीकी और वित्तीय बोलियां शामिल हैं। ऐसे ठेकेदार जो अनुभवी और योग्य हों तथा जिन्होंने सीडब्ल्यूसी, अन्य सरकारी कार्यालय, सार्वजनिक उपक्रम और किसी अन्य प्रतिष्ठित संस्थानों में इसी तरह के काम जैसे **एमजीडी-3, सीडब्ल्यूसी, वाराणसी के तहत विभिन्न स्थलों पर गेज पोस्ट का निर्माण कार्य।**

1. Name of work: **"Construction of gauge post at various sites under MGD-3, CWC, Varanasi**  
**एमजीडी-3, सीडब्ल्यूसी, वाराणसी के तहत विभिन्न स्थलों पर गेज पोस्ट का निर्माण कार्य**

2. Estimated Cost : 9,50,972 /- (Including GST and all other charges)  
अनुमानित लागत : ₹ रुपये 9,50,972 /- (जीएसटी और अन्य सभी शुल्कों सहित)
3. Security Deposit : 2.5 % of the gross amount of the bill.  
सुरक्षा जमा : बिल की कुल राशि का 2.5%
4. Performance Guarantee : 3 % of tendered value  
प्रदर्शन गारंटी : निविदा मूल्य का 3%
5. Completion Period : 90 Days from the date of issue of Work Order  
पूर्णता अवधि : कार्य आदेश जारी होने की तिथि से 90 दिन

1. Schedule of e-Tender  
ई-निविदा की अनुसूची

Date and time of issue of bid document online	: 16-06-2023 from 16:00 hrs.
ऑनलाइन बोली दस्तावेज जारी करने की तिथि और समय	16-06-2023, 16:00 बजे से।
Tender document available online from	: 16-06-2023 from 16:00 hrs.
निविदा दस्तावेज के ऑनलाइन उपलब्ध होने का समय	16-06-2023, 16:00 बजे से।

Last date and time for submission of bids online	: 23-06-2023 upto 16:00 hrs.
ऑनलाइन बोलियां जमा करने की अंतिम तिथि और समय	: 23-06-2023, 16:00 बजे तक।
Date and Time of Pre-Bid Meeting	16-06-2023 (15:00 hrs) at O/o Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi, Uttar Pradesh - 221002.
बोली से पूर्व बैठक की तिथि और समय	19-06-2023 (15:00 बजे) अधिशासी अभियंता का कार्यालय, मध्य गंगा मंडल-3, केंद्रीय जल आयोग, वाराणसी, उत्तर प्रदेश - 221002।
Date and time of opening of bids	: 24-06-2023 at 16:30 hrs
बोलियां खोलने की तिथि और समय	24-06-2023, 16:30 बजे
Place of opening of bids	Online in O/o Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi, Uttar Pradesh-221002.
बोलियां खोलने का स्थान	अधिशासी अभियंता का कार्यालय, मध्य गंगा मंडल-3, केंद्रीय जल आयोग, वाराणसी, उत्तर प्रदेश - 221002।

2. Bid Documents can be downloaded from CWC website <http://cwc.gov.in> or from the Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> free of cost.

बोली दस्तावेज सीडब्ल्यूसी की वेबसाइट <http://cwc.gov.in> या केंद्रीय सार्वजनिक खरीद पोर्टल <https://eprocure.gov.in/eprocure/app> से निःशुल्क डाउनलोड किए जा सकते हैं।

3. Bids received on CPP portal (<https://eprocure.gov.in/eprocure/app>) only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.

केवल सीपीपी पोर्टल (<https://eprocure.gov.in/eprocure/app>) पर प्राप्त बोलियों पर ही विचार किया जाएगा। किसी अन्य माध्यम से भेजी गई बोलियां सीलबंद लिफाफे/ईमेल/पोस्ट/फैक्स आदि फॉर्म को अस्वीकार कर दिया जाएगा।

4. Any change/corrigendum/extension of opening date in respect of this tender shall be issued through CPP Portal only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our CPP Portal for updates.

इस निविदा के संबंध में खुलने की तिथि में कोई भी परिवर्तन/शुद्धिपत्र/विस्तार केवल सीपीपी पोर्टल के माध्यम से ही जारी किया जाएगा। इस संबंध में कोई प्रेस अधिसूचना जारी नहीं की जाएगी। इसलिए बोलीदाताओं से अनुरोध है कि अपडेट के लिए नियमित रूप से हमारे सीपीपी पोर्टल पर जाएं।

#### 5. ELIGIBILITY CONDITIONS FOR THE TENDERERS

- The contractor should be registered with any Central Government Department/ any state Govt. Department  
ठेकेदार को किसी केंद्र सरकार / राज्य सरकार के विभाग में पंजीकृत होना चाहिए।
- They should have a Valid PAN No.  
उनके पास वैध पैन नंबर होना चाहिए।
- They should have a Valid GST Registration No.  
उनके पास वैध जीएसटी पंजीकरण संख्या होनी चाहिए।
- The Firm should have experience of similar works executed in the field of construction.  
फर्म को निर्माण के क्षेत्र में किए गए समान कार्यों का अनुभव होना चाहिए।
- The tenderer should have successfully Completion Certificate for similar works of following amounts during the three years ending 31.03.2023 :  
Three similar works costing less than 40%.  
Or Two similar works costing not less than 60%  
Or One similar works costing not less than 80%.  
निविदाकर्ता के पास निम्नलिखित के समान कार्यों के लिए 31.03.2023 को समाप्त तीन वर्षों के दौरान

सफलतापूर्वक पूर्णता प्रमाण पत्र होना चाहिए:  
तीन समान कार्यों की लागत 40% से कम है।  
या दो समान कार्य जिनकी लागत 60% से कम न हो  
या एक समान कार्य की लागत 80% से कम न हो।

6. **Verification of Details:** Executive Engineer, Middle Ganga Division-3, CWC, Varanasi reserves the right to verify the particulars furnished by the Tenderer independently. If any information furnished by the Tenderer is found to be incorrect at a later stage, his / her Earnest Money / performance guarantee shall be forfeited and he / she shall be debarred from tendering for the works of CWC in future.

विवरण का सत्यापन: अधिशासी अभियंता, मध्य गंगा मंडल-3, सीडब्ल्यूसी, वाराणसी के पास निविदाकर्ता द्वारा प्रस्तुत विवरण को स्वतंत्र रूप से सत्यापित करने का अधिकार आरक्षित है। यदि निविदाकर्ता के द्वारा प्रस्तुत की गई कोई जानकारी गलत पाई गई तो निविदाकर्ता की बयाना राशि/प्रदर्शन गारंटी जब्त कर ली जाएगी और उसे भविष्य में सीडब्ल्यूसी के कार्यों के लिए निविदा देने से वंचित कर दिया जाएगा।

7. **Agreement:** Agreement shall be drawn with the successful tenderer on prescribed Form No CPWD 7/8 (enclosed). The tenderer shall quote their rates as per terms and conditions of the said form, which shall form part of the agreement.

समझौता: सफल निविदाकर्ता के साथ निर्धारित प्रपत्र संख्या सीपीडब्ल्यूडी 7/8 पर समझौता किया जाएगा (संलग्न)। निविदाकर्ता उक्त प्रपत्र के नियमों और शर्तों के अनुसार अपनी दरें उद्धृत करेगा, जो समझौते का हिस्सा होगा।

8. **Period of Contract:** The duration of the Contract shall be for a period of 90 (Ninety) Days from the date of issue of Work Order which can be revised or extended depending upon the exigency of work. अनुबंध की अवधि: अनुबंध की अवधि कार्य आदेश जारी करने की तिथि से 90 (नब्बे) दिनों की अवधि के लिए होगी, जिसे कार्य की आवश्यकता के आधार पर संशोधित या बढ़ाया जा सकता है।

9. **Availability of Work Place:** The workplace would be at different sites under Middle Ganga Division-3, CWC, Varanasi.

कार्य स्थल की उपलब्धता: कार्यस्थल मध्य गंगा मण्डल -3, सीडब्ल्यूसी, वाराणसी के अंतर्गत विभिन्न स्थलों पर होगा।

10. **Visit to Work Place by Tenderer:** Tenderers are encouraged to inspect and examine the workplaces and its surroundings and satisfy / apprise themselves as to the nature of the work, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their tenders. A tenderer shall be deemed to have full knowledge of the workplace whether he/ she inspects the site or not and no extra payment / compensation consequent upon any misunderstanding / miss-happening or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining all materials, tools & plants, access, facilities for his personnel and all other services required for executing the work at his / her own cost unless it is specifically mentioned in the contract documents.

निविदाकर्ता द्वारा कार्य स्थल का दौरा: निविदाकारों को प्रोत्साहित किया जाता है कि निविदा जमा करने से पहले वो कार्यस्थलों का निरीक्षण और जांच कर खुद को संतुष्ट / अवगत कर लेंगे तथा सभी आवश्यक जानकारी स्वयं प्राप्त करेंगे जैसे कि कार्यस्थलों के आस-पास के काम की प्रकृति / साधन की पहुंच और सामान्य तौर पर जोखिमों, आकस्मिकताओं के बारे में और अन्य परिस्थितियां जो उनकी निविदा और दरों को प्रभावित कर सकती हैं। एक निविदाकार को कार्यस्थल के बारे में पूरी जानकारी होना समझा जाएगा भले ही वह कार्यस्थलों का निरीक्षण करता है या नहीं, और इसके परिणामस्वरूप कोई गलतफहमी / चूक होने या अन्यथा होने पर कोई अतिरिक्त भुगतान / मुआवजा नहीं दिया जाएगा। निविदाकर्ता सभी सामग्रियों, उपकरणों और संयंत्रों की व्यवस्था और रखरखाव के लिए, उनके कर्मियों और सभी के लिए पहुंच, सुविधाओं के लिए तथा अन्य आवश्यक सेवाओं को अपने स्वयं के खर्च पर कार्य निष्पादित करने के लिए जिम्मेदार होगा जब तक कि इसका अनुबंध दस्तावेजों में विशेष रूप से उल्लेख न किया गया हो।

11. **Acceptance of Tender:** The Executive Engineer, Middle Ganga Division-3, CWC, Varanasi does not bind himself to accept the lowest or any other tender and reserves right to accept or reject any or all of the tenders received without assigning any reason. Executive Engineer, Middle Ganga Division-3, CWC, Varanasi also reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rate.

निविदा की स्वीकृति : अधिशासी अभियंता, मध्य गंगा मण्डल-3, सीडब्ल्यूसी, वाराणसी कम या किसी अन्य निविदा को स्वीकार करने के लिए बाध्य नहीं है और बिना कोई कारण बताए प्राप्त निविदाओं को स्वीकार या

अस्वीकार करने का अधिकार सुरक्षित रखता है। अधिशासी अभियंता, मध्य गंगा मण्डल-3, सीडब्ल्यूसी, वाराणसी के पास निविदा को पूर्ण या उसके किसी भाग को स्वीकार करने का अधिकार सुरक्षित है और निविदाकर्ता उद्धृत दर और शर्तों पर कार्य करने के लिए बाध्य होगा।

12. Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.

ऐसी निविदाएं, जिनमें निर्धारित शर्तों को पूरा नहीं किया गया है या किसी भी तरह से अपूर्ण हैं, उनको अस्वीकार किया जा सकता है।

13. Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tender submitted by a Tenderer who resorts to canvassing is liable to rejection.

निविदा के संबंध में प्रत्यक्ष या अप्रत्यक्ष रूप से प्रचार करना सख्त वर्जित है और निविदाकार द्वारा प्रस्तुत की गई निविदा जो प्रचार का सहारा लेती है, अस्वीकृति के लिए उत्तरदायी होगी।

14. The tenderer shall not be permitted to tender for the work if any of his / her near relative is posted in office of Executive Engineer Middle Ganga Division-3, CWC, Varanasi or other CWC offices located as an Accounts Officer / Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above. The tenderer shall also intimate the names of persons who are presently working with him / her and are near relatives to Gazette officers in any CWC office and Ministry of Water Resources, RD & GR. Any breach of this condition on the part of the tenderer would render him / her liable to be disqualified for the award of work.

निविदाकार को कार्य के लिए निविदा देने की अनुमति नहीं दी जाएगी यदि उसका कोई निकट संबंधी अधिशासी अभियंता का कार्यालय, मध्य गंगा मंडल-3, सीडब्ल्यूसी, वाराणसी या अन्य सीडब्ल्यूसी कार्यालयों में लेखा अधिकारी / मंडल लेखाकार या एक अधिकारी के रूप में किसी भी क्षमता में या कनिष्ठ अभियंता और उसके ऊपर के स्तर पर तैनात हो। निविदाकर्ता उन व्यक्तियों के नाम भी सूचित करेगा जो वर्तमान में उसके साथ काम कर रहे हैं और जल संसाधन, आरडी और जीआर या किसी भी सीडब्ल्यूसी कार्यालय और मंत्रालय में राजपत्रित अधिकारियों के करीबी रिश्तेदार हैं। निविदाकर्ता की ओर से इस शर्त के किसी भी उल्लंघन के लिए अयोग्य घोषित किया जा सकता है।

15. **Signing of Contract Agreement:** The successful Tenderer/Contractor on acceptance of his tender by the accepting authority of CWC shall deposit 3% of the tendered and accepted value of the work (without limit) as performance guarantee within 15 days of issue of the letter of acceptance as per para 21.1(1) & (2) of CPWD Manual.

अनुबंध समझौते पर हस्ताक्षर: सफल निविदाकार/ठेकेदार अपनी निविदा की स्वीकृति पर सीडब्ल्यूसी के स्वीकृत प्राधिकारी द्वारा निविदा और स्वीकृत मूल्य का 3% सीपीडब्ल्यूडी नियमावली के पैरा 21.1(1) और (2) के अनुसार पत्र जारी होने के 15 दिनों के भीतर निष्पादन गारंटी के रूप में कार्य (बिना सीमा के) स्वीकृति जमा करना होगा।

- a. The 'Notice Inviting Tender', all the documents including 'General Conditions & Clauses of Contract', 'Special Terms & Conditions', 'Scope of Work & Specifications' forming the tender as issued at the time of invitation of tender and acceptance thereof together with all correspondence leading thereto.

क. 'निविदा आमंत्रण सूचना', 'सामान्य शर्तें और खंड' सहित सभी दस्तावेज अनुबंध, 'विशेष नियम और शर्तें', 'कार्य का दायरा और विनिर्देशों' के रूप में निविदा बना रहे हैं: सभी के साथ निविदा आमंत्रण और उसकी स्वीकृति के समय जारी किया गया इसके लिए अग्रणी पत्राचार।

- b. Standard CPWD Form-7/8: Item Rate Tenders & Contract for Works.

ख. मानक सीपीडब्ल्यूडी फॉर्म-7/8: मद दर निविदाएं और कार्यों के लिए अनुबंध।

16. **Performance Security:** The successful bidder shall furnish Performance Security of an amount of 3% of the contract value within 15 (fifteen) days from the date of issue of letter of intent/acceptance of tender. The Performance Security would be retained by the CWC till satisfactory completion of period of contract. The Performance Security shall remain valid till 120 (One hundred Twenty) days of the completion of all contractual obligations including warranty obligation.

प्रदर्शन सुरक्षा: सफल बोलीदाता को पत्र/स्वीकृति के जारी होने की तारीख से 15 (पंद्रह) दिनों के भीतर अनुबंध मूल्य का 3% की राशि की प्रदर्शन सुरक्षा प्रस्तुत करनी होगी। निविदा अवधि के संतोषजनक पूरा होने तक सीडब्ल्यूसी द्वारा

निष्पादन सुरक्षा को बरकरार रखा जाएगा। प्रदर्शन सुरक्षा / वारंटी दायित्व सहित सभी संविदात्मक दायित्वों को पूरा करने के 120 (एक सौ बीस) दिनों तक वैध रहेगी।

17. The Technical bid of the tender will be opened online at **1630 hrs on 24-06-2023** in presence of the tenders or through their authorized representative who wish to see the online opening of tender in this office. The time of opening of financial bids will be intimated later.

निविदा की तकनीकी बोली दिनांक 24-06-2023 को 16.30 बजे निविदाकार या उनके अधिकृत प्रतिनिधि जो ऑनलाइन उद्घाटन को देखना चाहते हैं की उपस्थिति में खोली जाएगी। वित्तीय बोली खोलने का समय बाद में सूचित किया जाएगा।

18. The NIT can be downloaded from Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) or [www.cwc.gov.in](http://www.cwc.gov.in). However, in order to be able to participate in the tender it is mandatory to download official copy of tenders after uploading proof of payment of tender document fee from <https://eprocure.gov.in/eprocure/app>.

एनआईटी को केंद्रीय सार्वजनिक खरीद पोर्टल (यूआरएल: <https://eprocure.gov.in/eprocure/app>) या [www.cwc.gov.in](http://www.cwc.gov.in) से डाउनलोड किया जा सकता है। हालांकि, निविदा में भाग लेने के लिए यह आवश्यक है कि निविदा दस्तावेज शुल्क के भुगतान का प्रमाण पत्र अपलोड करने के बाद निविदा की आधिकारिक प्रति <https://eprocure.gov.in/eprocure/app> से डाउनलोड कर लें।

Executive Engineer,  
Middle Ganga Division-3,  
Central Water Commission, Varanasi.

**Copy for kind information to:-**

1. Superintending Engineer (C), LGBO, CWC, Patna.  
अधीक्षण अभियंता (स.), एलजीबीओ, सीडब्ल्यूसी, पटना।
2. Superintending Engineer, Hydrological Observation Circle, CWC, Varanasi.  
अधीक्षण अभियंता, जल विज्ञानीय प्रेक्षण परिमंडल, सीडब्ल्यूसी, वाराणसी।
3. Notice Board, Middle Ganga Division-3, CWC, Varanasi.  
नोटिस बोर्ड, मध्य गंगा मण्डल-3, केंद्रीय जल आयोग, वाराणसी।
4. Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>)  
केंद्रीय सार्वजनिक खरीद पोर्टल (<https://eprocure.gov.in/eprocure/app>)
5. Web Portal of Central Water Commission (<http://cwc.gov.in/tenders>)  
केंद्रीय जल आयोग का वेब पोर्टल (<http://cwc.gov.in/tenders>)

## CHAPTER 1 : GENERAL INSTRUCTION TO BIDDERS

1. Bids shall be submitted online only at CPP Portal website URL <https://eprocure.gov.in/eprocure/app> Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through CPP Portal. The tender notice is also available at <https://eprocure.gov.in/eprocure/app> and [www.cwc.gov.in](http://www.cwc.gov.in).
2. Not more than one tender shall be submitted by one contractor or contractors having a business relationship. Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
3. Tenderer who has downloaded the tender from the CPP Portal website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the tender will be completely rejected and EMD would be forfeited.
4. Intending tenderers are advised to visit again CPP Portal website <https://eprocure.gov.in/eprocure/app>. And CWC website [www.cwc.gov.in](http://www.cwc.gov.in) at least 1 days prior to closing date of submission of tender for any corrigendum / amendment.
5. Bids will be opened as per date/time as mentioned in the e-Tender schedule Sheet.
6. **SUBMISSION OF DOCUMENTS ONLINE**
  - A. The following documents are to be furnished online as **Technical Bid (COVER I)** by the bidder.
    - (i) Signed and scanned copy of valid registration certificate, experience certificates of similar works, GST registration, PAN No., and Income-tax return of previous three years.
    - (ii) Signed and Scanned copy of Partnership deed if any as per the tender document
    - (iii) Signed and scanned true copy of undertaking of not being blacklisted by any government department.
    - (iv) Duly filled Tender Acceptance Letter (Chapter 11)
    - (v) Bank Accounts details
  - B. The following documents are to be furnished online as **Financial Bid (COVER II)** by the bidder:
    - (i) Bill of Quantities (BoQ) (using the Schedule uploaded with the bidding documents) wherein the rates shall be entered online. Upon entry of unit rates for all the items, total Bid Price would be calculated automatically by the System and displayed.
    - (ii) The financial bid will be considered only for those bidders who qualify the eligibility criteria as per the tender document as a part of the technical bid.
  - C. There is no need to submit any hard copy of the documents unless otherwise required by the purchaser at any stage including tender evaluation stage.
7. The agreement shall be drawn with the successful tenderer on the prescribed Form No. CPWD-7/8, which is available as a Government of India Publication. The tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
8. The time allowed for carrying out the work will be 90 (Ninety) days from the date of issue of letter of intent of tender/work order or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

## 9. Tender Security and Performance Security

### (i) Earnest Money Deposit (EMD)/Bid Security: -

Rs. 28,530/- as Bid Security/Earnest Money Deposit (EMD) of tender in the form of Insurance surety Bonds, account payee Demand Draft, Fixed Deposits receipt, Banker's Cheque in favour of Executive Engineer, Middle Ganga Division-III Central Water Commission, Varanasi payable at Varanasi or in the form of a Bank Guarantee from a commercial bank or payment online in an acceptable form, safeguarding the purchaser's interest in all respect as per Performa given in Form-I. Bid Security/Earnest Money Deposit (EMD) has to be submitted after issue of tender and before due date and time of opening of tender.

BS/EMD shall be submitted by all bidders except Micro & Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of MSME or are registered with the Central Purchase Organisation or the concerned Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion(DIPP).

### (ii) The EMD will be forfeited if:

- A. A bidder withdraws its tender during the period of tender validity i.e. till the date of award of tender; or
- B. In case of a successful bidder, if the bidder fails;
  - a. to sign the contract within 15(fifteen) days of the issuance of the notification for award of tender; or
  - b. to furnish the specified performance security within time specified.

If Bid Securing Declaration is not submitted by the bidder, bid will not be evaluated.

### (iii) Refund of EMD

EMD furnished by all unsuccessful tenderers will be returned to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 days after conclusion of the contract. EMD of the successful tenderer should be returned, without any interest whatsoever, after receipt of performance security from it as called for in the contract.

### (iv) Performance Security:

The successful bidder shall furnish Performance Security of an amount of 3% of the contract value within 15 (fifteen) days from the date of issue of letter of intent/acceptance of tender and it shall remain valid for a period of 120 days beyond the date of completion of all contractual obligations of the Agency.

Performance Security will be returned to the supplier without any interest, after ensuring the compliance to the due performance of the contract obligations in all respects but not later than 60 days of completion of all such obligations under the contract.

Performance security may be furnished in the form of Insurance surety Bonds, account payee Demand Draft, Fixed Deposits receipt, Banker's Cheque in favour of Executive Engineer, Middle Ganga Division - III Central Water Commission, Varanasi payable at Varanasi or in the form of a Bank Guarantee from a commercial bank or payment online in an acceptable form, safeguarding the purchaser's interest in all respect ,in favour of authorized representative /Engineer-in-charge of particular lot.

Performance security is liable to be forfeited in case successful Bidder/Agency does not fulfill contract obligations at any point of time.

Performance security is liable to be forfeited incase successful tenderer does not fulfill contract obligations.

10. Security deposit is liable to be deducted from gross amount of the running bill @ 2.5% of the gross amount of the bill.

11. The site for the work is available.

12. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and, in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tenders. 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 in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools, and plant, etc. will be issued to him by Government and local conditions and other factors having a bearing on the execution of the work.
13. The competent authority on behalf of President of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by tenderer shall be summarily rejected. The competent authority also reserves its right to allow to the Central Government public sector enterprises, 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 as per Government rules.
14. The Public Enterprises who avail benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.
15. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable to rejection.
16. 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.
17. The contractor shall not be permitted to tender for works in the Division Office (responsible for award and execution of contract) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the name of the 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 Central Water Commission or in the Ministry of Water Resources, RD & GR, Govt. of India. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this department.
18. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from the Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
19. The tender for the works shall remain open for acceptance for a period of **Ninety days** from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issues of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money.

20. 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 of the award of work shall sign the contract agreement consisting of the Notice Inviting Tender, all the documents including additional conditions, specifications, and standard CPWD Form 7/8.
21. The agreement shall be drawn with the successful tenderer on the prescribed Form No. CPWD-7/8, which is available as a Government of India Publication. The tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
22. The time allowed for carrying out the work will be 90 (Ninety) days from the date of issue of letter of acceptance of tender/work order or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

### **23. Purchase Preference to Make in India**

The Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

1. Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as amended through Public Procurement (Preference to Make in India) order dated 16.09.2020. **Bidders shall enclose the certificate in this regard in as given in Form-IV.**

### **24. Eligibility of bidders from specified countries**

Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

1. Any bidder from a country that shares a land border with India <https://mea.gov.in/india-and-neighbours.html>, excluding countries as listed on the website of the Ministry of External Affairs <http://meadashboard.gov.in/indicators/92>, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT) (<https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15Oct2020.pdf>). Bidders shall enclose the certificate in this regard in as given in Form-IV.

2. In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 1: Bid Form.

3. If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration

4. "Bidder from such Restricted Countries" 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 an entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or
- d) A natural person who is a citizen of such a country; or
- e) A consortium/ joint venture where any member falls under any of the above
- f) A natural person who is a citizen of such a country; or A consortium/ joint venture where any member falls under any of the above

5. The beneficial owner shall mean:

- a) In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.

Explanation

- i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital, or profits.

- ii) "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
  - b) In the 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 persons, has ownership of entitlement to more than fifteen percent of capital or profits.
  - c) 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;
  - d) 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.
- In case of a 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 exercising ultimate effective control over the trust through a chain of control or ownership

**CHAPTER 2 : ITEM RATE TENDER & CONTRACT FOR WORKS****GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION**

STATE : CENTRAL  
ORGANISATION : LOWER GANGA BASIN ORGANISATION, PATNA  
CIRCLE : HYDROLOGICAL OBSERVATION CIRCLE, CWC, VARANASI  
DIVISION : MIDDLE GANGA DIVISION-3, CWC, VARANASI  
SUB-DIVISION : MIDDLE GANGA CHHOTI SARYU VARANASI; MIDDLE GANGA YAMUNA  
PRAYAGRAJ; UPPER RIHAND SONE REWA

**e-Tender for Construction of gauge post at various sites under MGD-3, CWC, Varanasi.**

To be submitted online through CPP Portal <https://eprocure.gov.in/eprocure/app> on or before **1600** hours on **23-06-2023** to the Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi.

- (i) To be opened online in presence of tenderer who may be present at **1630** hours of 24-06-2023 in the office of The Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi.

Issued to \_\_\_\_\_  
(CONTRACTOR)

### **TENDER**

I/We have read and examined the Notice Inviting Tender, schedule 'A', 'B', 'C', 'D', 'E' & 'F' Specifications applicable, Drawings and Designs, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of rate and other documents and rules referred to in the conditions of the contract of and all other contents in the tender document for the work.

I/We hereby tender for the execution of the works 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/We agree to keep the tender open for **90 days** from the due date of submission thereof and not to make any modifications in its terms and conditions.

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 therefrom to any person to whom I/We may authorize to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated.....

Witness :

Signature of Contractor

Address :

### 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 :-

- i) Notice Inviting Tender
- ii) Tender No. & date
- iii) Clauses of contract duly signed.
- iv) Schedule 'A' to Schedule 'F'

For & on behalf of the President of India

Signature:-

Date : \_\_\_\_\_

Designation :-

### CHAPTER 3 : TENDERER PROFILE

1. Name of the Tenderer/ firm: .....
2. Name of the person submitting the Tender:.....
3. Address of the firm : .....  
.....
4. Tel no. with STD code : (O)..... (R)..... (Fax).....  
(MOB).....
5. Registration & incorporation particulars of the firm:  
i) Proprietorship  
ii) Partnership  
iii) Private Limited  
iv) Public Limited  
(Please attach copies of documents of registration)
6. Name of Proprietor/Partners/Directors.....
7. Tenderer's bank, its address and his current account number .....
8. PAN number .....  
(Please attach a copy of PAN)
9. GST No.....  
(Please attach a copy)

**I/We hereby declare that the information furnished above is true and correct.**

**Place:**

**Date:**

Signature of Tenderer/Authorized signatory.....

Name of the Tenderer.....

## CHAPTER 4 : GENERAL RULES AND DIRECTIONS

- 1) In the Item Rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise provided be taken as correct. If the amount of item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise provided be taken as correct and not the amount.
- 2) GST, purchase tax, turnover tax or any other tax on materials in respect of this contract shall be payable by the contractor and Government will reimburse the GST liability arising out of complete work as paid by the contractor
- 3) Income tax as per Government rules will be deducted from each bill to be paid to the contractor.
- 4) The contractor must quote the IT PAN and tax registration number correctly in the tender form.
- 5) After completion of works, a pre-receipted bill in triplicate must be sent to this office. The amount must be written in figures as well as in words in the bill. Payment will be made through **PFMS (Public Financial Management System)**.
- 6) Unless otherwise provided in the Schedule of Quantities the rates tendered by the contractor shall be all inclusive and apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account.
- 7) Payment of GST will be on reimbursement basis. Agency shall deposit GST and submit challan etc. for reimbursement from the office.
- 8) The contractor shall make his own arrangements for obtaining electricity if required and make necessary payments directly to the department concerned.
- 9) Other agencies doing works related to this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work of pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies, conduit for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.
- 10) Some restrictions may be imposed by the security staff etc. on the working and movement of labour, materials etc., shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
- 11) The building work will be carried out in the manner complying in all respects with the requirements of relevant Bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.
- 12) The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges,

which may be liable.

- 13) Any cement slurry added over surface (or) for continuation of concreting for better bond is deemed to have been in built in the items and nothing extra should be payable (or) extra cement considered in consumption on this account.
- 14) The structural and architectural drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and architectural drawings relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Engineer-in-charge.
- 15) The contractor shall bear all incidental charges for carriage, storage, and safe custody of the materials.
- 16) For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications 'Abbreviated nomenclature of an item of DSR 2016' shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.
- 17) In the case of items for which abbreviated nomenclature is not available in the above- cited publication and also in the case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreement the full nomenclature of items shall be reproduced in the measurement books and bill forms for running account bill. The full nomenclature of the items shall be adopted in preparing abstract of final bill from in the measurement book and also in the bill form for the final bill.
- 18) Use of Proper Cover Blocks: - The main cause of corrosion of reinforcement in concrete is inadequate cover available to the reinforcement bars. To avoid displacement of bars in any direction and to ensure proper cover, suitable grade & strength cover blocks should be used.
- 19) The contractor shall procure 53 grade Ordinary Portland Cement (OPC) or Portland Pozzalana Cement (PPC) as per BIS as required in the work, from reputed manufacturers of cement ISI certification mark for their product whose name shall be got approved from Engineer-in-charge. Supply of cement shall be taken as 50 kg. Bags bearing manufacture's name and ISI marking.
- 20) The cement used for the superstructure must be OPC.
- 21) Only steel shuttering shall be permitted.
- 22) Graduated markings on MS steel gauge posts should be made with reflective and night glow white, black and red paint in consultation with site in charge.
- 23) The work executed under the contract shall be subject to inspection carried out by the departmental officers, any defects regarding workmanship or quality of material used as pointed out during or after the completion of work by the departmental officers shall have to be rectified by the contractor at his own cost and risk, and in case the contractor fails to do the same will be got rectified by the department at the risk and cost of the contractor.
- 24) All precautionary measures should be adopted for the safety purposes for any accident during the executions of work occurring at site, the contractor shall be overall responsible for the same.

## CHAPTER 5 : KEY EVENTS AND DATES

1	Tender inviting authority Designation / Address	Executive Engineer Middle Ganga Division-3, Central Water Commission, Varanasi -221002
2	Mode of submission of tender	Tenders are to be submitted on CPP Portal which can be accessed using URL <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
3	Job requirement	e-Tender for Construction of gauge post at various sites under MGD-3, CWC, Varanasi repairing / erection of gauge post at various sites under MGD-3, CWC, Varanasi
4	Language(s) in which items to be printed	English
5	Validity of the Tender	90 (Ninety) Days
6	Issuance of the tender	Tender can be downloaded from 16-06-2023 to 23-06-2023 upto 16:00 hrs from CPP Portal URL <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> or <a href="http://www.cwc.gov.in">www.cwc.gov.in</a> . <b>However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></b>
7	Last date & Time for submission of Bids online	23-06-2023 upto 16:00 hrs
8	Date, time and place of Public Online tender Opening Event	Online Public Opening of Bid shall commence at 16.30 hours on 24-06-2023, Interested bidder or their representative not more than 1 or 2 per bidder may be present in the office of Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi 221002.
8	Performance guarantee	Performance guarantee may be furnished in the form of Insurance surety Bonds, account payee Demand Draft, Fixed Deposits receipt, Banker's Cheque in favour of Executive Engineer, Middle Ganga Division -III Central Water Commission, Varanasi payable at Varanasi or in the form of a Bank Guarantee from a commercial bank or payment online in an acceptable form, safeguarding the purchaser's interest in all respect as ,in favor of authorized representative /Engineer-in-charge of particular lot.
9	Security Deposit	2.5 % of the billed amount would be deducted every month towards security deposit until the security deposit reaches an amount equal to 2.5% of the tendered and accepted value of the work.

## **CHAPTER 6 : PERFORMANCE GUARANTEE (CLAUSE- 1)**

- (I) The contractor shall submit on irrecoverable PERFORMANCE GUARANTEE of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract).
- (II) In the case of failure by the contractor to furnish the performance guarantee within the specified period, Government shall without prejudice to only other right or remedy available in law is at liberty to forfeit the earnest money absolutely.
- (III) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 120 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- (IV) The Engineer-in-charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and / or without prejudice to only other provisions in the contract agreement) in the event of :-
- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described hereinabove, in which event the Engineer-in-charge may claim the full amount of the Performance Guarantee.
  - (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer-in-charge.
- (V) In the event of the contract being determined or rescinded 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.

## **CHAPTER 7 : RECOVERY OF SECURITY DEPOSIT (CLAUSE 1A)**

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government of the time of making any payment to him for work done under the contract to deduct Security deposit, which is liable to be deducted from the running bill @ 2.5% till total amount of security deposit and performance guarantee achieves 10% of the contract value. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities of fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

**NOTE – 1:** Government papers tendered as security will be taken at 2.5% (Two and half percent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

**NOTE – 2:** Note 1 & 2 above shall be applicable for both Clause 1 & 1A.

## CHAPTER 8 : SCHEDULES

**SCHEDULE 'A'** : Schedule of quantities (enclosed) :- Page 24

**SCHEDULE 'B'** : Schedule of materials to be issued to the Contractor:-

Sl.No.	Description of item	Quantity	Rates including 5% storage charges	Place of issue
1	2	3	4	5
Nil				

**SCHEDULE 'C'** : Tools and Plants to be hired to the contractor:-

Sl.No.	Description	Hire charges per day	Place of issue
1	2	3	4
Nil			

**SCHEDULE 'D'** : (Extra schedule for specific requirements/document for the work, if any)  
Detailed Drawings with site details : Attached - Page 29

**SCHEDULE 'E'** : Reference to General Conditions of Contract

**Name of Work** : e-Tender for “**Construction of gauge post at various sites under MGD-3, CWC, Varanasi**”

**Estimated cost of work** : Rs. 9,50,972/- (**Rupee Nine Lakh Fifty Thousand Nine Hundred and Seventy Two only**)

**Performance Guarantee** : 3% of the tendered value

**Security Deposit** : 2.5% of the Gross amount of the bill

**SCHEDULE 'F'** :

General Rules & Directions :		
Officer Inviting Tender :	:	Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi, Uttar Pradesh
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	:	<u>As per rules</u>
<b>Definitions :</b>		
(i)	Engineer-in-Charge	: Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi, Uttar Pradesh

(ii)	Accepting Authority	:	As per latest Delegation of Financial Powers of Central Water Commission
(iii)	Standard Schedule of Rates	:	DSR-2021
(iv)	Department	:	Central Water Commission
Standard CPWD Contract Form CPWD Form-7/8 as modified and corrected up to date.			

<b>Clause 1</b>	(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days	15 days
	(ii) Maximum allowable extension beyond the period provided above in days	30 days
<b>Clause 2</b>	Authority for fixing compensation Under Clause 2.	Superintending Engineer, Hydrological observation Circle , Central Water Commission, Varanasi, Uttar Pradesh
<b>Time allowed for execution of work.</b>		<b>90 (Ninety) days</b>
Authority to give fair and reasonable extension of time for completion of work.		As per latest Delegation of Financial Powers of Central Water Commission

## Chapter-9 Schedule of Quantities

Validate

Print

Help

Tender Inviting Authority: EXECUTIVE ENGINEER MIDDLE GANGA DIVISION-III CWC VARANASI

Name of Work: e-Tender for Construction of gauge post at various sites under MGD-3, CWC, Varanasi

Contract No: 01/2023-24/MGD-3/VNS

Name of the Bidder/  
Bidding Firm /  
Company :

### PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

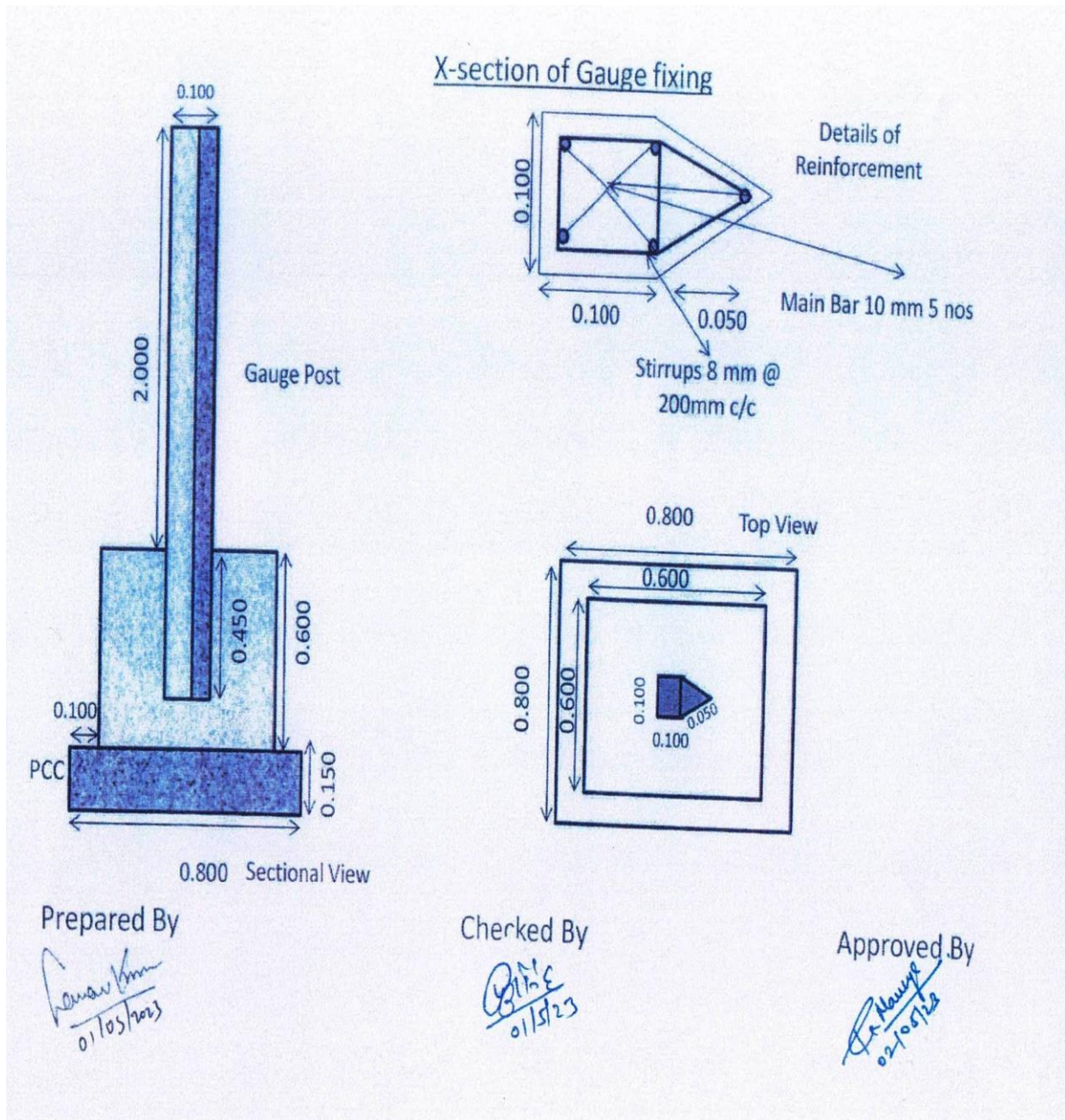
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1.01	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m All kinds of soil	72.000	cum		0.00	INR Zero Only
1.02	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level	14.400	cum		0.00	INR Zero Only
1.03	Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement : 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	36.150	cum		0.00	INR Zero Only
1.04	12 mm cement plaster of mix 1:4 (1 cement: 4 fine sand)	132.600	sqm		0.00	INR Zero Only
1.05	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more	1632.900	kg		0.00	INR Zero Only
1.06	Centering and shuttering including strutting, propping etc. and removal of form for					
1.061	Foundations, footings, bases of columns, etc. for mass concrete	216.000	sqm		0.00	INR Zero Only
1.062	Columns, Pillars, Piers, Abutments, Posts and Struts	132.600	sqm		0.00	INR Zero Only
1.07	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade Two or more coats on new work	132.600	sqm		0.00	INR Zero Only
1.08	Marking the gauge with synthetic enamel paints with standard metric gradation of 5 mm thickness in black & white alternately & red synthetic enamel of 5mm of width at every 100 mm and every 1 mtr etc complete	150.000	Nos		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only		

## CHAPTER 10 : LIST OF SITES AND DRAWING

### Details Gauge Post of HO sites under MGD-3, CWC, Varanasi, Uttar Pradesh

Sl. No.	Name of Sub-Division	Site name	Site-wise Requirement (Nos.)	Sl. No.	Name of Sub-Division	Site name	Site-wise Requirement (Nos.)
1	Middle Ganga Chhoti Saryu Sub Division Varanasi	Varanasi	04	30	Upper Rihand Sone Sub Division Prayagraj	Sitamarhi	03
2		Maighat	04	31		Phaphamau	02
3		Akbarpur	04	32		Chakghat	03
4		Jaunpur	02	33		Madwas	02
5		Jalalpur	03	34		Rewa	03
6		Azamgarh	02	35		Sohar	02
7		Ghazipur	03	36		Vijayraghavgrh	00
8		Narhan	02	37		Koilari	01
9		Ballia	05	38		Kharra	02
10		Mau	04	39		Khuldabridge	01
11		Kasimabad	04	40		Duddhi	03
12		Chunar	07	41		Churhat	02
13		Narayanpur	06	42		Nigahi	01
14		Saidpur	05	43		Niwari	01
15		Ashatpur	02	44		Jhokoo	02
16		Durgawati	04	45		Goverdeghat	04
17		Devkali	04	46		Satna	01
18		Chausa	01	47		Karkota	01
19		Tendui	02	48		Chansura	01
20		Ahrora	01	49		Chopan	03
21	Middle Ganga Yamuna Sub Division Prayagraj	Allahabad	05	50	Chanchar	01	
22		Shahzadpur	05	51	Naudhiya	01	
23		Mirzapur	05	TOTAL		150	
24		Pratapgarh	04				
25		Sultanpur	04				
26		Meja road	04				
27		Kohdarghat	05				
28		Kairi	05				
29		Laljang	04				

## DRAWING



## CHAPTER 11 : TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

The  
Executive Engineer  
Middle Ganga Division-3, Central  
Water Commission, Varanasi, Uttar  
Pradesh - 221002

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: **01/MGD-3/2023-24** ; dated 16<sup>th</sup> June 2023

Name of Tender / Services: - **"Construction of gauge post at various sites under MGD-3,CWC, Varanasi**

Dear Sir,

1. I / We have downloaded 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 tender document of above mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your Division/ organization, if any, 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 / entirely.
5. In case any provisions of this tender are found violated, your Division/ organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**Form-IV: Eligibility Declaration**  
**(To be submitted as part of technical bid) (On Company Letter-head)**  
**(Along with supporting documents, if any)**

Tender Document No. Tender No: 01/MGD-3/2023-24 dated 16/06/2023

Tender Title: **Construction of gauge post at various sites under MGD-3, CWC, Varanasi**

Bidder's Name .....

[Address and Contact Details]

Bidder's Reference No..... Date.....

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.]

**Eligibility Declarations**

(Please tick appropriate boxes or cross out any declaration not applicable to the bidder)

We hereby confirm that we comply with all the stipulations of NIT-clause 3 and ITB- clause 3.2 and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

- 1) Legal Entity of Bidder:
- 2) Bidder/ Agent Status
- 3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
  - (a) are not insolvent, in receivership, bankrupt or being wound up, nor have our affairs administered by a court or a judicial officer, nor have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
  - (c) (Including our Contractors/ subcontractors for any part of the contract):
    - i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/or
    - ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
  - (d) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
  - (e) We certify that we fulfill any other additional eligibility condition if prescribed in Tender Document.
  - (f) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- 4) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule

144 (xi) of the General Financial Rules 2017:

"We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- a) we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed).and;
- b) we shall not sub contract any work to a contract or from such countries unless such contractor is registered with the Competent Authority.

5) MSME Status

Having read and understood the Public Procurement Policy for Micro and Small

Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:.....
- b) We attach herewith, Udyam Registration Certificate with the Udyam Registration Number as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor / Partner belongs to SC/ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

6) Start-up Status

we confirm that we are/ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

7) Make in India Status

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content                      and    % age

Location(s) addition    of    value

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

- ☐ Class-I Local Supplier/
- ☐ Class-II Local Supplier/
- ☐ Non-Local Supplier.

b) We also declare that

- ☐ There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Services, or
- ☐ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Services.

- 8) Self-declaration by Indian Agents of Foreign principals
- 9) Self-attested documentary evidence about their identity (PAN, Aadhar-Card, GSTIN registration, proof of address etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafided business as per Indian Laws—are submitted as part of Form 1.3 annexed here with.
- 10) Agency Agreement shall be submitted with Form 1.3. It shall cover
- i) the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and
  - ii) any payment the agent or associate receives in India or abroad from the foreign principal, whether a commission or a general retainer fee.
  - iii) Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 1.3annexedherewith.Thataalsoindicatetheirname,address,nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).
  - iv) The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed in Form 1.3.
  - v) Confirmation is given in Form 1.3 herewith from the foreign principals that thecommission/remuneration,reservedforBidderinthequotedprice(s),if any, shall be paid by the Procuring Entity in India, in equivalent Indian Rupees on satisfactory completion of the Project or delivery of Services.

9) Penalties for false declaration or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

..... (Signature with date)

..... (Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[name & address of Bidder and seal of company]

**BLANK**