



Government of India Central Water Commission

TENDER DOCUMENT

Tender for

**"Morphological Survey at 40 No Cross Section of River Ganga from
Phaphamau to Buxar"**

under MGD-3 CWC Varanasi, , during the FY 2023-24

Officer Inviting Tender:

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

Email: eemgd3-cwc@gov.in

**Estimated cost (inclusive of GST): Rs. 8,82,787/- (Eight Lakh Eight Two
Thousand Seven Hundred Eighty Seven Only)**

This document contains 38 pages.

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**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
Middle Ganga Division-3,
Central Water Commission,
Varanasi
Email: eemgd3-cwc@gov.in**

NIT No.: 5/19/MGD-3/2023-24/

Dated: 13/12/2023

NOTICE INVITING TENDER (NIT)

On behalf of the President of India, The Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi invites online Tenders on item rate basis from eligible suppliers/contractors for the following work:

Name of work: “Morphological Survey at 40 No Cross Section of River Ganga from Phaphamau to Buxar” under MGD-3 CWC Varanasi,, during the FY 2023-24

1. Estimated Cost (All inclusive): Rs. 8,82,787/-(Eight Lakh Eight Two Thousand Seven Hundred Eighty Seven Only)

2. Period of Completion: 120 days from issue of Letter of Award of work.

Sale of Tender: From 13/12/2023 (13:00 Hrs.)

Online Submission of Bid: From 13/12/2023 (13:00 Hrs.) to 20/12/2023 (13:00 Hrs.)

Online Opening of Tender: 21/12/2023 (13:30 Hrs.)

3. Eligibility criteria:

- A. The Contractor/Supplier should be registered with a valid registration certificate. Contactor should be registered with CPWD, MES, P.W.D, Railways, or other Government bodies/PSUs etc. or with any other reputed private agency or the vendor should be registered with valid registration credentials such as registration with state government or Govt. of India.
- B. The Contractor must have valid PAN and GST registration at the time of submission of bid.
- C. The Contractor must have executed work of similar nature in Central or State Government bodies/departments, Public Sector Undertakings, MES, Railways or for the reputed private departments in the last 5 years ending March 2023 as per the value of each work as detailed below:
 - a) **Three** similar completed works costing not less than the amount equal to 40% of the estimated cost.
 - or
 - b) **Two** similar completed works costing not less than the amount equal to 60% of the estimated cost.
 - or
 - c) **One** similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar works means experience in Surveying, bathymetric surveying, civil, etc.

Completion certificates for the above should clearly indicate the scope and nature of work carried out and the value of various components of work as executed, in order to confirm conformity to defined similar works. The completion certificate should be signed by the issuing authority with stamp without which the works will not be considered.

4. Average annual financial turnover of Rs **4.5 Lakh** in the previous 3 financial years (FY 2020-21, 2021-22 and 2022-23). For FY 2022-23 provisional / unaudited Certificate may also be submitted provided the successful bidder has to submit the same within 15 days of award of work to avoid rejection of bid. No Joint Venture permitted.
5. The condition of prior turnover and prior experience will be relaxed for the above-mentioned work as per clause 3.3 & 3.10 for micro and small enterprises (MSEs) registered as per the policy circular No.1 (2) (1)/2016-MA dated 10.03.2016 of Ministry of Micro, Small and Medium Enterprises, Government of India subject to meeting of technical specifications and quality. Any bidder desirous of availing the relaxation under this clause shall be required to specifically submit an application to this extent with the bid document. However; all bidders are advised to furnish details of similar works as carried out by them in the past 5 years ending March 23 as proof of meeting the desired technical specifications of the present work.
6. The condition of prior turnover and prior experience will be relaxed for the above-mentioned work as per clause 3.3 & 3.10 for Startups (as defined by the Department for Promotion of Industry and Internal Trade) subject to meeting of quality and technical specifications. A certificate issued by Department of Promotion of Industry and Internal Trade, Ministry of Commerce & Industry to this effect shall be submitted by the bidder desirous of availing the relaxation under this clause. The definition of Start-ups shall be as prescribed under G.S.R. notification 127(E). However; all bidders are advised to furnish details of similar works as carried out by them in the past 5 years ending March 23 as proof of meeting the desired technical specifications of the present work.
7. To encourage Make in India and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, pursuant to Rule 153(iii) of the GFR 2017, have issued orders for procurement through local suppliers. As per the provisions of these orders, purchase preference shall be given to local suppliers / vendors in all procurements / works undertaken by procuring entities in the manner specified in the said orders.
8. Tender can also be freely downloaded from central procurement portal (www.eprocure.gov.in), and from www.cwc.gov.in.
9. Earnest Money Deposit of 3% of Estimated Cost/ Tendered amount i.e., **Rs.26,484/- (Rupees Twenty-Six Thousand Four Hundred Eighty Four Only)** by Demand Draft only in favor of the Executive Engineer, MGD-3, CWC, Varanasi payable at SBI, Varanasi shall be uploaded in the portal and the original form of EMD shall be submitted in the Office so as to reach this office at least 01 day before the date of Opening of Technical Bid.
10. Bids can be submitted only through online on Central Public Procurement Portal web site (www.eprocure.gov.in), as detailed under ITB (Instructions to bidders).
11. The bids will be opened online at the date mentioned in **This NIT**, in presence of the bidders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in the office of EE, Middle Ganga Division-3, CWC, Varanasi- 221002.
12. **Bids shall be accepted through e-procurement only at e-tendering portal of CPPP.**

The Competent Authority, for and on behalf of President of India, does not bind itself to accept the lowest or any other tender, and reserves its right to reject any or all of the tenders received or cancel the tendering process at any stage, either in part or full, without assigning any reason. All

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

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

Copy for kind information to:-

1. Superintending Engineer(C), LGBO, CWC ,Patna.
2. Superintending Engineer, Hydrological Observation Circle, CWC, Varanasi.
3. Notice Board, Middle Ganga Division-3, CWC, Varanasi.
4. CentralPublicProcurementPortal(<https://eprocure.gov.in/eprocure/app>)
5. Web Portal of Central Water Commission(<http://cwc.gov.in/tenders>)

Tender Data Sheet

Government e-Procurement System <http://eprocure.gov.in>

TENDER INPUT FORM

(A): Basic Details

S.No	Item	Description	
1.	Tender Reference No.	03/MGD-3/2023-24	Dated: 13/12/2023
2.	Tender Type	Open	
3.	Form of Contract	Item Rate contract	
4.	No. of Covers	2 (Two Covers)	
5.	Tender Category	Civil / Surveying Works	
6.	Allow Resubmission	No	
7.	Allow Withdrawal	No	
8.	Allow Offline Submission	No	
9.	Payment Mode	Online through PFMS	
9(a)	If Offline:	Instrument:	
		1. SS-Small Savings Instrument	
		2. BG-Bank Guarantee	
		3. BC-Bankers Cheque	
		4. DD-Demand Draft	

(B): Cover Details

	No. of Covers	Cover Type	Content
1.	Single Cover	Not Applicable	
2.	Two Covers	(a) Technical (b) Financial	Technical Bid in one cover and Financial Bid in second cover
3.	3 Covers	Not Applicable	
4.	4 Covers	Not Applicable	

(C) NIT Document (only .jpg and .pdf files are supported):

S.No	File Name	Type
1.	"Morphological Survey at 40 No Cross Section of River Ganga from Phaphamau to Buxar" under MGD-3 CWC Varanasi, during the FY 2023-24	Pdf

(D) Work Item Details:

S.No	Item	Description
1.	Work Item Title	"Morphological Survey at 40 No Cross Section of River Ganga from Phaphamau to Buxar" under MGD-3 CWC Varanasi, during the FY 2023-24
2.	Work Description	As per the Scope of Work mentioned in the tender document
3.	Pre-qualification Details	As per the NIT
4.	Product/Work Category	Civil / Surveying Works
5.	Product Sub Category	-
6.	Contract Type	Item Rate Contract
7.	Tender Value	Rs. 8,82,787/-(Eight Lakh Eight Two Thousand Seven Hundred Eighty Seven Only).
8.	Bid Validity days. If other, specify	90 days
9.	Completion Periods in months	120 days from issue of Letter of Award of work.
10.	Location (Work/service/items)	As per Tender Documents
11.	Pin Code	-
12.	Pre-Bid Meeting*	15/12/2023

If Pre-Bid Meeting is Yes	Yes
Pre-Bid Meeting Place*	Varanasi Uttar Pradesh
Pre-Bid Meeting Address*	Office of the Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi
Bid Opening Place	Office of the Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi
Tenderer Class	All Classes Class “A” — General Engineering Contractor Class “B” – General Building Contractor
Inviting Officer	Name: Raj Kumar Designation: Executive Engineer
Inviting Officers Address*	Varanasi 221002Varanasi
Phone/email:	PIN-221002 E-mail: eemgd3-cwc@gov.in

(E) Fee Details:

1.	Tender Charges:	NIL
1(a)	Tender Fee	
1(b)	Processing Fee	NA
1(c)	Surcharges	NA
1(d)	Other Charges	NA
2.	EMD Fee	Rs.26,484/- (Rupees Twenty-Six Thousand Four Hundred Eighty Four Only)
3.	EMD Exemption Allowed	Yes, as per Govt. of India Guidelines.
3(a)	If EMD Exemption Allowed is Partial, EMD Exemption Percentage%	NIL

(F) Critical Dates:

	Date (DD/MM/YYYY)	Time (Hrs.)
1. Publishing Date	13/12/2023	13:00
2. Document Sale Start Date	13/12/2023	13:00
3. Seek Clarification Start Date	13/12/2023	13:00
4. Seek Clarification End Date	20/12/2023	13:00
5. Pre-Bid Meeting Date	15/12/2023	11:00
6. Bid Submission Start Date	13/12/2023	13:00
7. Bid Submission End Date	20/12/2023	13:00
8. Bid Opening Date	21/12/2023	13:30

(G) Bid Openers Selection:

	Name/Description	Email ID
B01	Sh. Raj Kumar, EE, MGD-3 Varanasi	rkmaurya-cwc@gov.in
B02	Sh. Prashant K Singh MGD-3 Varanasi	prashantksingh-cwc@nic.in
B03	Sh. Gaurav Kumar, JE (HQ)MGD-3 Varanasi	gauravkr93.cwc@gov.in

(H) Uploading the Tender documents; (only pdf Files allowed)

Item	Contents (in pdf form)
1. Registration Documents	a) Scanned copy of valid registration certificate of firm as per the eligibility criteria.
2. Statutory Documents	a) Scanned copy of Bank Mandate Form, PAN CARD, and GST Registration Certificate of the firm. b) Undertaking of Non-blacklisting & Bank Solvency Certificate
3. Experience	a) Signed and scanned copy of experience and work completion certificates of similar works. b) MSME / Start Up Registration Certificate for claiming relaxation in prior turnover and work experience (if any).

- | | | |
|----|------------------------------|--|
| 4. | Income Tax/ Turnover Related | a) Signed and scanned copies of ITR, Turnover, Balance Sheets etc. of Last Three FY ending March 2023. |
| 5. | Acceptance Letter | Signed and scanned Technical Bid acceptance letter as per the Annexure-V. |
| 6. | Technical Bid Check List | Duly filled up, Signed & Scanned Copy is to be attached as per the Annexure-II. |
| 7. | Bid Declaration form | Duly filled up, signed & Scanned Copy is to be attached |
| 8. | Financial Bid | As per the BOQ attached. (in .xls format) |

Prepared by: Gaurav Kumar, JE(HQ), MGD-3 CWC, Varanasi

Checked by: Prashant K Singh, MGD-3, CWC, Varanasi

Approved by: Raj Kumar, EE, MGD-3, CWC, Varanasi

Date of Updating: 13/12/2023

Contact Person: Gaurav Kumar, JE(HQ), MGD-3, CWC, Varanasi

Correspondence Email: eeemgd3-cwc@gov.in.

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

STATE : Uttar Pradesh
CIRCLE : HO Circle, Varanasi
DIVISION : Middle Ganga Division-3, Varanasi
ORGANISATION : Lower Ganga Basin Organization, Patna

Item Rate Tender & Contract for Works

Tender for the work of: - “Morphological Survey at 40 No Cross Section of River Ganga from Phaphamau to Buxar” under MGD-3 CWC Varanasi, during the FY 2023-24

Issued to: _____
(Contractor)

Signature of officer issuing the documents _____

Designation _____

Date of Issue _____

ACCEPTANCE of Tender by Competent Authority

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 to below shall form part of this contract Agreement: -

- (a)
- (b)
- (c)

For & on behalf of the President of India

Signature.....

Designation

Dated

SCHEDULES

SCHEDULE 'A'- Schedule of quantities (Enclosed in this Tender Document on Page 25)

SCHEDULE 'B'- Schedule of materials to be issued to contractor: Not applicable

SCHEDULE 'C'-Tools and plants to be arranged by the contractor: Not applicable

SCHEDULE 'D'- Extra schedule for specific requirement: Not applicable

SCHEDULE 'E'- Applicable

Name of work:	“Morphological Survey at 40 No Cross Section of River Ganga from Phaphamau to Buxar” under MGD-3 CWC Varanasi, during the FY 2023-24
Estimated cost of work:	Rs. 8,82,787/-(Eight Lakh Eight Two Thousand Seven Hundred Eighty Seven Only)
EMD	Rs.26,484/-(Rupees Twenty-Six Thousand Four Hundred Eighty Four Only)
Performance Guarantee	3% of the tendered and accepted value of work within 7 days from issue of Letter of acceptance. Applicable only for successful Bidder.
Security Deposit:	2.5% of the tendered and accepted value of work from running/final bill of contractor EMD Clause Exemption

SCHEDULE 'F'- Reference to terms and conditions of contract

General Rules & Directions:

Officer inviting tender: Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi 221002

Definitions:

Engineer- in Charge: Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi 221002

Accepting Authority: Superintending Engineer, (HOC), Central Water Commission, Varanasi - 221002

Percentage on cost of materials and Labour to cover all overheads and profits. NA

Department Central Water Commission

Standard schedule of rate CWC SOR 2012, using price index

Standard CPWD contract form CPWD form 8 as modified & corrected from time to time

Clause 1:

Time allowed for submission of Performance Guarantee, 7 days for PG Submission
Programme chart (Time and progress) and applicable labor license etc

Maximum allowable extension with late fee @ 0.1% per 5 Days
day of Performance Guarantee amount beyond the period provided in(i) above

Clause 2: Compensation for delay

Authority for fixing Compensation under clause 2 SUPERINTENDING ENGINEER,
HOC, VARANASI

With maximum rate @ 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. Provided

always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.

Clause 5

Time allowed for execution of work	120 days from the date of the issue of the letter of commencement of the work
Authority to give fair and reasonable Extension of time for completion of work	Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi-221002

Clause 11

Specifications to be followed for Execution of work.	As mentioned under the scope of work and as per relevant Indian Standards / Standard Manuals.
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Clause 12.2 & 12.3:

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for all building works Beyond 20% of BOQ quantities

Clause 16

Competent authority for Deciding reduced rates	Not Applicable
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Clause 25: Constitution of Dispute Redressal Committee:

- i. Chairman – Chief Engineer, LGBO, CWC, Patna
- ii. Member – Superintending Engineer (C), LGBO, CWC, Patna
- iii. Member - Superintending Engineer, HO Circle, CWC, Varanasi

Clause 36:

S. No	Minimum qualification of Technical Representative	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)	
						Figure	words
1	Diploma in Civil/ Surveying	Civil	Engineer	1-3 year	01	NA	NA

All the clauses relevant to the scope of the work will be applicable as per the provision mentioned in the CPWD Works Manual 2019 and GCC 2020 for such similar works.

INFORMATION AND INSTRUCTION TO TENDERERS/BIDDERS

Introduction:

Before submitting the tenders, the Tenderer/Bidder must ensure that he/she has understood the exact requirement of the said work and had a clear overview of location where work has to be executed. In case the Tenderer/Bidder wishes to get any point clarified with respect to the work or anything contained in this Tender Document, the same may be clarified in pre-bid meeting (proposed through on-line mode) or mandatorily raise the clarification in writing and in turn get it clarified from the Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi in writing as per the dates mentioned in the tender data sheet. In case no such clarification is raised by the Tenderer/Bidder, it will be construed that all the requirement of the Department is understood by the contractor. **No communication in this regard shall be entertained at any stage of the work after opening of the tenders and during execution of the work.**

Eligibility criteria:

- A. The Contractor should be registered with a valid registration certificate. Contractor should be registered with CPWD, MES, P.W.D, Railways, or other Government bodies/PSUs etc. or with any other reputed private agency. Or vendor must be registered with valid registration credentials.
- B. The bidder cannot engage in Joint Venture (JV) for the present work. No Joint Venture is allowed.
- C. The Contractor must have valid PAN and GST registration at the time of submission of bid.
- D. The Contractor must have executed works of similar nature in Central or State Government bodies/departments, Public Sector Undertakings, MES, Railways or for private departments in the last 5 years ending March 2023, each of minimum value as detailed below:

a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

or

b) Two similar completed works costing not less than the amount equal to 60% of the estimated cost.

or

c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

Similar works means experience in Surveying, bathymetric surveying, civil, etc.

Completion certificates for the above should clearly indicate the scope and nature of work carried out and the value of various components of work as executed, in order to confirm conformity to defined similar works. The completion certificate should be signed by the issuing authority with stamp without which the works will not be considered complete. **Certificate with details of appointed qualified Engineer having minimum degree in Diploma (Civil) or above with a work experience of not less than 01 year(s) on field shall be attached mandatorily with this bid.**

Average annual financial turnover of **Rs.4.5 Lakh** during the previous 3 financial years (FY 2020-21, 2021-22, 2022-23).

The condition of prior turnover and prior experience will be relaxed for the above-mentioned work as per clause 3.3 & 3.10 for micro and small enterprises (MSEs) registered as per the policy circular No.1 (2) (1)/2016-MA dated 10.03.2016 of Ministry of Micro, Small and Medium Enterprises, Government of India subject to meeting of technical specifications and quality. Any bidder desirous of availing the relaxation under this clause shall be required to specifically submit an application to this extent with the bid document. However; all bidders are advised to furnish details of similar works as carried out by them in the past 5 years ending

March 23 as proof of meeting the desired technical specifications of the present work.

The condition of prior turnover and prior experience will be relaxed for the above-mentioned work as per clause 3.3 & 3.10 for Startups (as defined by the Department for Promotion of Industry and Internal Trade) subject to meeting of quality and technical specifications. A certificate issued by Department of Promotion of Industry and Internal Trade, Ministry of Commerce & Industry to this effect shall be submitted by the bidder desirous of availing the relaxation under this clause. The definition of Start-ups shall be as prescribed under G.S.R. notification 127(E). However; all bidders are advised to furnish details of similar works as carried out by them in the past 5 years ending March 23 as proof of meeting the desired technical specifications of the present work.

Period of validity of tenders:

The tender for the work shall remain **valid for a period of ninety (90) days** from the date of opening of tenders. The Government shall, without prejudice to any other right or remedy, be at liberty to blacklist the vendor from working in government department within the duration of above contract if any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, or the contractor fails to commence the work in the prescribed time or abandons the work before its completion.

If required, the *Department* may solicit contractor's consent for an extension of the period of validity of tender. The request and the responses thereto shall be made in writing.

Earnest Money Deposit (EMD):

Earnest Money Deposit of 3% of Estimated Cost/ Tendered amount i.e., **Rs.26,484/-(Rupees Twenty-Six Thousand Four Hundred Eighty Four Only)** by Demand Draft only in favor of the Executive Engineer, MGD-3, CWC, Varanasi payable at SBI, Varanasi shall be uploaded in the portal and the original form of EMD shall be submitted in the Office so as to reach this office at least 01 day before the date of Opening of Technical Bid.

Opening of Tenders:

The tender shall be opened online on 21/12/2023 at 12.30 Hrs. in the office of the Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi-221002 in the presence of tenderer/bidder or their authorized representative who choose to attend.

General:

- No tenderer shall be allowed to amend or withdraw any terms & conditions/parts or whole/quoted rates of its tender under any circumstances after the deadline for submission of the tender.
- The Department has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works.
- The tenderer is expected to clearly understand the forms, terms and conditions and other details mentioned in the tender document.
- Rules/provisions of CPWD Works Manual 2019 and its subsequent amendments from time to time will be applicable/binding on all bidders and on successful bidder.

- In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney to be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
- Each tenderer is entitled to submit only one set of tenders. The same contractor submitting more than one set of tenders shall be automatically disqualified. The contractor shall not assign or transfer any interest or responsibility in whole or any part in favor of any person and same is prohibited and is liable to result in termination of the contract.
- At any time prior to the deadline for submission of tenders, the department, for any reason, whether at its own initiative may modify any condition of the tender document by amendments and such modification will be binding on the bidders/tenderers.
- The valid means of communications for this tender shall be in writing/fax followed by confirmation in writing by post. The communication should clearly reach this office.
- It is suggested that the tenderer may acquaint themselves with the requirement of the work before submitting the tender. Tenderer are advised to go through the scope of the work and all technical specification related to it, condition of sites etc. Vendors are required to obtain necessary clarification from the department before submitting the bid for the work before the dates as mentioned in this tender.
- Submission of a tender by a tenderer/bidder 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 other factors having a bearing on the execution of the work.
- The contractor shall not in any capacity employ persons of bad character or any person whose antecedent are in doubt or who is on the police records as bad character. All aspects of verification (police verification, address verification, document verification etc.) of the persons to be employed shall be the sole responsibility of the contractor and no compensation shall be claimed for that.
- Agreement shall be signed with the successful tenderer/bidder on prescribed Performa given in this tender document and a contract agreement will be prepared. The tenderer shall quote his rates as per various terms and conditions of the said form which shall form part of the agreement.
- 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 before expiry of a period of two years after his retirement from Government service, or without due permission from the Government of India 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 India as aforesaid before submission of the tender or engagement in the contractor's service.
- The Contractor shall not be permitted to tender for works in the office of the Executive Engineer, Middle Ganga Division-3, CWC, Varanasi (responsible for award and execution of this work) in which his near relative is posted as Divisional Accountant or as an officer in any capacity with relevance to the said work. He shall also intimate the names of person 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 Jal Shakti, Department of WR, RD&GR. Any breach of this condition by the contractor would render his bid/Contract Agreement liable to be rejected.
- Bids shall be submitted online only.
- Bidder who has downloaded the tender from the www.eprocure.gov.in or www.cwc.gov.in shall not temper/modify the tender form including downloaded price bid template in any manner in case if the same is found to be tempered/modified in any manner, tender will be completely rejected firm shall be blacklisted for taking similar works.

- Intending tenderer are advised to visit again CWC website www.cwc.gov.in at least 1 day prior to closing date of submission of tender for any corrigendum /amendment.
- For the purpose of this tender the contract agreement with the successful tenderer shall comprise of:
 - a. The tender form and financial bid submitted by the tenderer online;
 - b. Tender document
 - c. Amendment to the tender document;
 - d. Post tender opening Correspondences both online and offline; and
 - e. Purchase's notification of award of the contract.

Submission of Tender Documents

- i. **Technical bid:** The following documents are to be **furnished** in the **Technical Bid Part (i.e. Eligibility criteria)** by the Contractor along with bid as per the tender document:
 - a. Signed and scanned Technical Bid Check List as per tender document.
 - b. Signed and scanned copy of registration certificate of firm.
 - c. Signed and scanned copy of PAN and GST Registration Certificate of the firm.
 - d. Signed and scanned copy of work orders and completion certificates of similar works executed in support of eligibility as per the tender notice.
 - e. Signed and scanned copy of Turnovers and Balance Sheets for last three years i.e. 2020-21, 2021-22 and 2022-23 for turnover purpose.
 - f. Signed and scanned copy of ITRs (copy of Income Tax Return filed for FY 2020-21, 2021-22 and 2022-23).
 - g. Non-Black listing Certificate.
 - h. Certificate of Minimum Qualification of Engineer proposed to be deployed.
 - i. Undertaking of Bid Terms and Conditions/ BSD.
 - j. Any other document in support of the Bid.
- ii. **Financial bid:** The following documents are to be furnished in the **Financial bid part** by the Contractor along with bid as per the tender document:
 - a. Signed and scanned price schedule as per tender document.

Schedule of Quantities, Rates and Amount:

The bidders must quote the rates keeping in mind all the terms and conditions mentioned in this tender document, Schedule of quantities etc. **The rates quoted by the tenderer shall be inclusive of the cost of material, labour, tools, equipment, GST & CPOH, safety equipment, Transportation charges, Coolie charges and any other managerial cost for execution of the above said works.**

- a. All rates shall be quoted in Indian Rupees only.
- b. Before quoting the rates, bidder is requested to read carefully all terms & conditions, specifications, BOQ etc., In case of any doubt, he must get it clarified from EE, Middle Ganga Division-3, CWC, Varanasi.
- c. In case of discrepancy between unit rate and total rate, the unit rate shall prevail. In case of discrepancy between sub totals and the total, the sub totals shall prevail.
- d. The amount should be written both in figures and in words. In case of discrepancy between figures and words, the amount mentioned in words shall prevail. In case of discrepancy in totaling of unit rates, the unit rates shall prevail.
- e. Rates for each item shall be furnished in the format as given in the Financial Bid /schedule of rates as per the BOQ attached on the e-procurement portal. Any correction, overwriting etc. should be duly initialized (Signed).
- f. **Contractors are required to fill the rates including of GST in the attached BOQ on**

the e-procurement portal. In any case, the rates shall be considered inclusive of GST, without any clarification from the bidder.

- g. Tendered rates (Estimated cost) are inclusive of the GST, taxes and levy is payable under the respective statutes. However pursuant to the constitution (46th Amendment) Act 1982, if any further tax of levy is imposed by the statute, after the date of receipt of tenders, and contractors shall be reimbursed the amount so paid, provided such payment, if any is not, in the opinion of Executive Engineer, MGD-3 Varanasi, CWC (whose decision shall be final and binding) attributable to delay in the execution of work within the control of contractor.
- h. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and allow inspection of the same by a duly authorized representative of Government.
- i. The contractor shall, within a period of 15 days of imposition of any further tax or levy pursuant to the constitution (46th Amendment) Act, 1982 give a written notice thereof to the Engineer- in – Charge that the same is given pursuant to this condition, together with all necessary information relating there in.

Contents of Tender Document:

The contents of the tendering documents as listed below shall be read in conjunction with any corrigendum/addenda, if issued. All the components of the tender shall be considered as a single tender document and include:

- i. Notice Inviting Tender (CPWD-6)
- ii. Item rate tender & Contract for Works (CPWD-8)
- iii. Format for Acceptance
- iv. Schedules
- v. Information and Instructions to Tenderers/Bidders
- vi. Instruction for online bid submission
- vii. Scope of Work
- viii. Schedule of Quantities, Technical & Financial Bid Format.
- ix. Terms & conditions of Contract
- x. Other conditions
- xi. Contract/Agreement format
- xii. Standard Form/ Proforma

Tendering process

i. Marking and submission of tenders:

The tender shall be submitted online only.

Online Submission: The tenders should submit both “Technical bid duly signed & supporting document in respect of his eligibility for this tender” and “Financial Bid” online. The specifications should be same as given in this tender. Tenders must be submitted by the bidder online not later than the time and date specified in the NIT.

Online Submission:

No Hard copies of documents will be submitted by the bidder. Only online submission on the CPP portal will be accepted.

The Department may, at its discretion, extend this deadline for submission of tender by amending the tendering documents, in which case all rights and obligations of the Department and tenders previously subjected to the deadline will thereafter be subjected to the deadline as extended.

No tender may be withdrawn in the interval between the deadline for submission of tender and the expirations of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security.

ii. Opening of Bids

The bids shall be opened online on the date and time mentioned in the NIT. Online bids unaccompanied by the Tender Document Cost shall be archived and will not be opened.

Financial Bids of only those bidders who are found technically responsive (meeting the eligibility criteria) would be considered in the presence of tenderers or their representatives, who choose to be present online, or offline or both.

iii. Evaluation of tenders: -

The tenders will be evaluated on the basis of specification as given in the tender document and unit rate of each item and total cost.

- a) The Technical Bids (eligibility criteria) will be evaluated based on the document submitted by the bidder on Registration of Firm, availability of valid PAN and GST registration, similar completed works, track record, Turnover and past experience of the firm in providing similar services to Government/Semi-Government Agencies.
- b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document. Financial bids will be evaluated based on total cost of the work quoted by the bidders, and scrutiny of item wise rate.

iv. Compensation for delay

With maximum rate @ 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % (ten percent) of the accepted Tendered Value of work or of the accepted Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.

v. Award of work:

The successful bidder shall furnish, within 07 days of issue of the letter of acceptance of Tender, the Performance Guarantee for an amount equal to 3% of the tendered and accepted value of the work (without limit) in the prescribed form like Fixed Deposit Receipt (FDR) or Demand Draft of a Scheduled Bank/An irrevocable Bank Guarantee bond of any scheduled bank or the State Bank of India in the prescribed format (to be supplied to successful bidder later) pledged in favor of **“Executive Engineer, Middle Ganga Division-3 , CWC, Varanasi” valid up to 60 days beyond the date of issue of successful completion certificate.** The contract period shall expire after 02 months from the date of issue of letter of successful completion certificate by the Client. It may be noted that Contract/Agreement shall be signed with successful bidder only after submission of Performance Guarantee. No work should be started before signing of Contract/Agreement. The period of 3 months shall be reckoned from the date of issue of letter of acceptance.

vi. Deviation Clause

- a. The number of Pages mentioned in Schedule of Works for each category is subjected to variation such that the overall deviation in quantities shall not exceed $\pm 20\%$ as mentioned in Clause of this NIT.
- b. Payment shall be made as per actual work performed in site.

vii. Payment Terms:

Following shall be the Terms of Reference of Payment vis-à-vis completion of milestones:

Milestone Number	Description of Milestone	Percentage of Tendered Cost
1	Completion of Field Work / Survey Work of all 40 Nos Cross Sections to the satisfaction of E-I-C & submission of raw data (in Excel format) to Department and obtaining successful field work completion from E-I-C.	50%
2	Submission of graphs and maps of River cross section survey in requisite scales (in Auto-Cad & MS-Excel) & Submission of 1 st Draft Copy of Report.	30%
3	Final Submission of Report after obtaining approval of Department on Draft Report – submission in soft copies and 04 Nos of Hard Copies (printed and binded) – complete in all aspects	20%

viii. Partial Item Rate Not Permitted

- a. Bidders are not permitted to quote rates of items in partial manner. Bids of only those bidders shall be considered eligible who have quoted rates of all the items as mentioned in Schedule of Rates attached at Annexure- A.

ix. Make in India Clause:

Bidders shall comply the OM of Public Procurement Division, DOE, Ministry of Finance issued vide F.F.8/96/18/19-PDD dated:23.07.2020 on the subject-restrictions under Rule 144 (xi) of the General Financial Rules (GFR's), 2017. Relevant Document and or undertaking of the same may be uploaded.

Instructions for Online Bid Submission

(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement Portal (CPPP), using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode/ eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 300 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a general provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

SUBMISSION OF BIDS

- a. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time. No consideration would be given to the bidder for any delay faced due to any other issues (viz. technical/server down etc.) i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- d. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- e. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- f. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- h. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

SCOPE OF WORK

(Very Important for all bidders)

This Office under Lower Ganga Basin Organization has been mandated to carry out annual cross-sectional morphological survey of River Ganga between its stretch from Phaphamau to Buxar (CS-01 to CS-40) – a total of 40 Nos of cross section, covering a length of approximately 400 km along the river. This bathymetric survey needs to be carried out along the entire vast cross-sectional width of River Ganga which varies from 1 km to as high as 4 km in some stretches. The cross-sectional bathymetric survey needs to be carried out at an interval of 10 km (approximately) between the stretch of River Ganga from Phaphamau to Buxar. The last survey was carried out in the year 2022-23.

The successful bidder may start the work of cross-sectional bathymetric survey either from left bank or right bank of the river depending upon the accessibility of roads and as part of its holistic planning so as to complete the entire work within scheduled time frame. On either bank, reference pillars (Temporary Bench Marks) are available. The work needs to be started from one of the reference pillars and shall end on the reference pillar situated on the other of the bank of the river, without changing the bearing of the roving path of boat. The details of geographical co-ordinates of reference pillars (TBM) with information about their nearest landmark, their relative position with respect to bank (Left or Right) and the location of nearest CWC Site Office establishment are mentioned in Annexure-I. Department shall extend feasible support to the bidder for ground identification of control points, however the transportation and logistics expenses for the same need to be borne by the vendor only.

The bidders must get themselves acquainted with the general morphology of Ganga by having physical visits to the location / site of proposed work before quoting their rates. The river Ganga flows through vast cross-sectional width between its stretch from Phaphamau to Buxar. The width of the river between the reference pillars (TBM) in general varies between 1 km to 4.0 km. Additionally, along the proposed width of bathymetric survey, number of islands are anticipated to be encountered with width varying in few kilometers. The details of number of islands anticipated along a particular cross-sectional width with their respective approximate lengths are mentioned in Annexure-I (last column). Since the survey is proposed to be carried out in lean season of flow, the number of islands across the width are subjected to variation.

The proposed bathymetric survey includes not only under water depth observation but also the reduced levels of intermediate island, its width and its characteristic need to be deciphered. The bidder must appreciate the challenges involved and should deploy adequate surveying tools. Besides engineering equipment, there may arise a need to spend a night or so in the intermediate island to ensure continuity of survey the next day. The bidder should have arrangements for adequate logistics, food, camping equipment etc. to ensure a productive and accurate survey.

The anticipated depth of the river Ganga in the above cross-sections varies between 1-2m to as high as 20m in some sections. For the above bathymetric survey, the bidders must possess state of the eco-sounder capable enough to measure the sounding depth overcoming huge current of the river. The Eco-sounder shall be lowered through powerful motor-boat to nullify the effect of cross-current in the river. Bearing compass may be used to ensure alignment of the boat in the designated path between the provided co-ordinates of both the banks of the river. The segmental reduced distance for taking the bathymetric depth along the cross-sectional width may be taken as 50m. The successful bidder has to submit detailed methodology as how they propose to execute the work, within 15 days

from the date of issue of work order.

Keeping holistic approach, only one BOQ item has been floated covering all aspects of work from field work to final printing of report. The details of milestones vis-à-vis terms of reference of payment has been mentioned under the section “Instruction to Bidders”. Besides conventional factors; the bidders are advised to quote the rates of BOQ items considering costs that may be incurred due to transportation, logistics, terrain difficulty, availability of materials, labour cost, availability of public transportation etc. All bidders are advised to visit the locations and understand the requirement of work; before quoting the rates.

For better monitoring and control, cross Section between Phaphamau to Buxar(i.e., CS-1 to CS-40) has been divided into two phases according to the jurisdiction to respective Sub-Divisional Engineers under this Office. The phasing of cross sections with information of respective Sub-Divisions are tabulated below:

S. No	Reference Pillar at Sections	Sub-Division (Responsible)
1	CS-01 to CS-20	MGYSD Prayagraj
2	CS-21 to CS -40	MGCSSD Varanasi

The above-mentioned work is to be done under the supervision of respective Sub-Divisional Engineers of Prayagraj and Varanasi all work shall be completed to his/her satisfaction.

The bidders are advised to ensure that all necessary survey equipment with logistics arrangement is taken care of for ensuring quality work and adhering to stipulated time-frame. A tentative list of bare minimum equipment and instruments that should be possessed by all interested bidders is tabulated below for ready reference:

S. No	Equipment / Instrument	Minimum Advisable Technical Specifications / Numbers
1	Motor boat& Seating Capacity	30 HP or above Engine with 8-10 people seating capacity
2	Total Station with Stand	01 Nos
3	Auto Level with Stand	01 Nos
4	Levelling Staff	03 Nos
5	Echo Sounder	02 N0s
6	All essential Camp Items	As per requirement
7	Inspection Vehicle	01 Nos

The above Scope of Work shall be read in conjunction with Annexure-1 and Technical Specifications & Schedule of Quantities (Schedule-A) of this NIT for better clarity in understanding the scope of desired work.

Payment in all probability shall be reimbursed to the successful bidder within 90 days from date of receipt of running bills/ final bill, subjected to availability of funds.

SCHEDULE-A**Schedule of Quantities**

Name of Work: "Morphological Survey at 40 No Cross Section of River Ganga from Phaphamau to Buxar" under MGD-3 CWC Varanasi, during the FY 2023-24"

Sl.No.	Particulars of item	Unit	Qty	Rate (Rs)	Amount (Rs)
1	River cross section survey and preparation of maps in requisite scales to supply them in both soft and hard formats with four copies complete, including cost of manpower, labour, surveying instruments, camp equipage, transportation, etc, as per directions of engineer-in-charge. By boat in moderate depths River span beyond 1000 m	Nos.	40.000		
2	Clearing grass and removal of the rubbish upto a distance of 50 cm for MBM area & 30 cm for D type BM outside the periphery of the area cleared on proposed site 2.32	sqm	203.200		
3	Repairs to plaster of thickness 12mm to 20mm in patches of area 2.5 sq. meters and under including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground within 50metres lead : With cement mortar 1:4 (1 cement : 4 fine sand).14.1.1	sqm	38.400		
4	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete. 13.91	sqm	237.600		
5	Supplying and filling in M.Type B.M with Jamuna sand under floors, including watering, ramming, consolidating and dressing complete.(assuming 10% of total sand to be filled). 2.27	cum	1.134		
6	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade one or more coats on old work D type pillar 13.99.1	sqm	384.000		
7	Re-lettering with black Japan paint of approved brand and manufacture 13.105	letters	2000.00		
Total					

Note: Rates of all the items from S.No.1to 7 shall be mandatorily quoted. Partial bid rates are liable to be rejected. All rates should be quoted inclusive of GST. Total tendered amount should be inclusive of GST.

Technical Bid Check List

(To be furnished online only. Offline bids are not acceptable under this contract)

Filled technical bid check list should be uploaded with the technical bid on the e-procurement portal.

S. No.	Particulars	To be filled by the tenderer
1.	Name of the bidder	
2.	Postal Address of the Bidder	
a	Phone:	
b	Mobile:	
c	Fax:	
d	Email:	
3.	Is your firm registered (provide valid registration certificate)	
4.	Date of establishment of the agency	
5.	Income Tax Permanent Account Number (PAN) (Attach proof)	
6.	Income Tax return filed (Attach proof)	
7.	GST Registration number (Attach proof)	
8.	Whether similar work as mentioned in the eligibility criteria were executed by the firm? (Attach work orders and completion certificates)	
9.	Certificate of Engineer In charge (as per minimum qualification criteria mentioned)	
10.	Length of experience in the field	
11.	Experience in dealing in similar works with Govt. Departments (indicate the names of the Departments and attach copies of award of works/completion certificates)	
12.	Whether agency profile is attached?	
13.	Non-Blacklisting & Non-bankruptcy Certificate/ Undertaking	
14.	Certificate of MSME / Start Up Registration (if any)	
15.	Signed Bid Security Declaration/ Acceptance of All terms and Conditions of Contract	
16.	Financial turnover of the tendering company/firm/agency for the last 3 financial year with supported documents (copy of balance sheet, ITR etc. duly certified by Auditors/CAs to be attached).	

FINANCIAL BID

(To be furnished online only. Offline bids are not acceptable under this contract)

TENDER NO :03/MGD-3/2023-24

Date:- 13/12/2023

To,

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

Subject: - Bid for “Morphological Survey at 40 No Cross Section of River Ganga from Phaphamau to Buxar” under MGD-3 CWC Varanasi,, during the FY 2023-24” – Reg.

Sir,

With reference to your tender published on CWC website dated on 13/12/2023 the subject mentioned above, I/We quote the rate for above mentioned work asunder:

Name of Work: “Morphological Survey at 40 No Cross Section of River Ganga from Phaphamau to Buxar” under MGD-3 CWC Varanasi , during the FY 2023-24”

Sl.No.	Particulars of item	Unit	Qty	Rate (Rs)	Amount (Rs)
1	River cross section survey and preparation of maps in requisite scales to supply them in both soft and hard formats with four copies complete, including cost of manpower, labour, surveying instruments, camp equipage, transportation, etc, as per directions of engineer-in-charge. By boat in moderate depths River span beyond 1000 m	Nos.	40.000		
2	Clearing grass and removal of the rubbish upto a distance of 50 cm for MBM area &30 cm for D type BM outside the periphery of the area cleared on proposed site 2.32	sqm	203.200		
3	Repairs to plaster of thickness 12mm to 20mm in patches of area 2.5 sq. meters and under including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground within 50metres lead : With cement mortar 1:4 (1 cement : 4 fine sand).14.1.1	sqm	38.400		
4	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete. 13.91	sqm	237.600		
5	Supplying and filling in M.Type B.M with Jamuna sand under floors, including watering, ramming, consolidating and dressing complete.(assuming 10% of total sand to be filled). 2.27	cum	1.134		
6	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade one or more coats on old work D type pillar 13.99.1	sqm	384.000		
7	Re-lettering with black Japan paint of approved brand and manufacture 13.105	letters	2000.00		
Total					

The above financial bid sheet is just for display, actual financial bid will be submitted online as per the BOQ attached with the tender on CPPP portal.

Contractors are required to quote the rates inclusive of GST and all taxes. The quoted rates shall be considered inclusive of GST, without any clarification from the bidder.

Rates of all the items from S. No. 1 to 7 shall be mandatorily quoted. Partial bid rates are liable to be rejected. All rates should be quoted inclusive of GST. Total tendered amount should be inclusive of GST.

I/We accept all the terms and conditions of your Tender Notice referred to above. The above rate is inclusive of all Taxes payable to the Government inclusive of GST.

Yours faithfully,
(Authorized Signatory with
name/ designation, contact
No. & seal)

CONDITIONS OF CONTRACT

Definitions:

1. The **Contract means** the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - (i) The expression **works or work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (ii) The **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - (iii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (iv) The **President** means the President of India and his successors.
 - (v) The **Engineer-in-charge** means the Executive Engineer, MGD-3 Division, CWC, Varanasi who shall supervise and be in charge of the work and who shall sign the contract on behalf of the President of India as mentioned in Schedule 'F' hereunder.
 - (vi) **Government or Government of India** shall mean the President of India.
 - (vii) The terms **Director General** includes Chief Engineer of the respective river basin of CWC.
 - (viii) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.
 - (ix) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented flood, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.
 - (x) **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits. (xi) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
 - (xi) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.

(xii) **Department** means Central Water Commission (CWC) invites tenders on behalf of President of India as specified in schedule 'F'. **Central Water Commission** "CWC" means the organization headed by Chairman with headquarters at New Delhi and offices all over India.

(xiii) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.

(xiv) **Tendered value** means the value of the entire work as stipulated in the letter of award.

(xv) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

Scope & Performance:

3. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract. Any extra copies, if requested by the contractor, will be given on chargeable basis.

Works to be carried out:

4. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule- A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender:

5. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors:

6. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions
 - 6.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/ or the Drawings, the following order of preference shall be observed:
 - (i) Description of Schedule of Quantities.
 - (ii) Particular Specification and Special Condition, if any.
 - (iii) CPWD Specifications.
 - (iv) Indian Standard Specifications of B.I.S.
 - 6.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

- 6.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract. The essence of the tender should hold supremacy.

Signing of Contract:

7. 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:
- (i) Tender Document issued to the contractor and duly submitted by him duly signed;
 - (ii) Amendments/Corrigendum to the tender document, if any;
 - (iii) Letter of the contractor submitting the tender;
 - (iv) Other letters of the contractor and the departmental officers that were exchanged before the tender is accepted;
 - (v) Rate and Amount of tender/bid quoted by the contractor;
 - (vi) General Conditions of Contract (GCC) published by CPWD with latest amendments/correction slips;
 - (vii) Letter of the Executive Engineer communicating acceptance of the tender;
 - (viii) Letter of the Executive Engineer regarding commencement of the work;
 - (ix) Performance security;
 - (x) Other letters of the contractor and the departmental officers that were exchanged after the tender is accepted till the time of signing of this Contract/Agreement;
- No payment for the work done will be made unless contract is signed by the contractor.

Interpretations:

Language: Shall be English only for the purpose of the contract.

Context: The singular and plural shall be interchangeable as per the context of the contract.

Contractor's responsibilities and obligations:

- a. The work shall be carried out as per the direction & satisfaction of the Engineer-in-Charge i.e. SUB-DIVISIONAL ENGINEER, MGYSD/MGCSSD CWC, Prayagraj/Varanasi. **The contractor shall take direction/instruction from Engineer-in-Charge only in writing on any matter regarding carrying out the work. Any consequence arising out of action taken by contractor on any direction/instruction taken from anyone other than Engineer-in-Charge shall be borne by contractor only.**
- b. The contractor shall be solely responsible for payment of levies and taxes due to the Government at the rates fixed by the Government.
- c. The contractor shall be solely responsible to follow all Rules & Regulations and Directions mentioned in General Conditions of Contract, 2020 (latest) and Standard C.P.W.D. Form as mentioned in Schedule 'F' consisting of:
 - (a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with thereto.
 - (b) C.P.W.D. Safety Code.
 - (c) Model Rules for the protection of health, sanitary arrangements for workers employed by CPWD or its contractors.
 - (d) CPWD Contractor's Labour Regulations.
 - (e) List of Acts and omissions for which fines can be imposed.

Department's responsibilities and obligations:

- The CWC will assist in access to sites and supervise the work.
- Approve Work Programme submitted by the contractor.
- Make payment for the work executed under the provision of contract.

Taxes and Duties:

The TDS and GST shall be deducted at source as per the prevailing Government rules from time to time and the necessary certificate to that effect shall be issued on request.

Performance Guarantee/Security Deposit

Earnest Money Deposit: 3% of Estimated Cost/tendered amount i.e. **Rs.26,484/- (Rupees Twenty-Six Thousand Four Hundred Eighty Four Only)** by Demand Draft only in favour of the Executive Engineer, MGD-3, CWC, Varanasi payable at SBI, Varanasi.

Performance Guarantee: Performance Guarantee for an amount equal to 3% of the tendered and accepted value of work (without limit) in the prescribed form valid up to 120 days beyond the date of expiry of the contract period should be submitted within 07 days of issue of the letter of acceptance.

Security Deposit: A sum @ 2.5% of the gross amount of the bill would be deducted from each running bill and as well as from the final bill of the contractor.

Advances: No advance payment will be made under this contract.

Observance of Law:

- a. The contract shall be construed and operated as an Indian contract and as per Indian law applicable from time to time.
- b. The parties to the contract shall protect and indemnify each other against all claims or liabilities arising from the action of violation of all such laws.
- c. The contractor shall observe all the labour and mercantile laws which may all not be mentioned below but are pertinent to this work.

Notices: Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered post, speed post, personal or courier deliveries. The transmission by electronic data exchange (fax, email) shall be confirmed in writing. Any change in the address etc. shall be communicated within 10 days to the other party.

Disputes: The decision of the *Department* shall be final regarding the quality and progress of work, the other aspects arising out of the work shall only be referred as disputes. The contractor may address its intension with evidence for the settlement of dispute in writing to the *Department*. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

Settlement of Disputes: The settlement of all the disputes of any kind arising out of the contract shall be first through a mediator and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.

SPECIAL CONDITIONS OF CONTRACT

1. Technical & Financial bids should be address to Executive Engineer, U.B Division, CWC, Varanasi, and submitted online through e-procure web site before due date and time.
2. **Tender shall remain valid for a period of 90 (ninety) days from the date of opening.**
3. The Executive Engineer, MGD-3, CWC, Varanasi does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders either in whole or in part without assigning any reasons for doing so.
4. Each page of the Tender Documents is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, General Specifications, Special conditions etc. as laid down. Any tender with any of the documents not so signed will be rejected.
5. The tender submitted on behalf of a 'firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract otherwise the tender is liable to be rejected.
6. The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing, or unsigned the tender will be considered invalid
7. All erases and alterations made while filling the tender must be attested by initials of the Tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender void. No request for any change in rule or conditions after the opening of the tender will be entertained.
8. The contractor must not assign the contract. He must not subject any portion of the contract except with the written consent of the Employer failing which the Employer may serve a notice in writing rescinding the contract whereupon the security deposit shall stand forfeited and at absolute disposal of the Employer.
9. Tenderer must include in their rates, sales tax, excise duty, octroi, VAT, etc., on work contract and any other tax and duty levied by the Central Govt. or Local Body or any State Govt. if applicable. No claim in respect of any tax or levy shall be entertained by the Employer.
10. The successful tenderer is bound to carry out any items of work necessary for the completion of job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and the quantities, if needed, will be issued in writing by the Employer.
11. Prices shall remain firm and free from variations due to rise and fall in the cost of materials, machines and labour or any other reasons whatsoever whether during the stipulated period of execution or during extended period of completion.
12. Rate quoted shall be valid for six months after virtual completion of above work and additional works as may be required may be undertaken on quoted rates by the firms. The firm shall be bound to undertake the same at their quoted rates up to six months after virtual completion of above work. This period may be further extended after mutual agreement by both parties.
13. The agency shall aware themselves of the work before tendering.
14. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials procured by the contractor and nothing extra shall be payable to the contractor on their accounts.
15. The full nomenclature of items shall be adopted in preparing abstract of final bill in the

measurement book and also in the bill form for final bill.

16. The contractor, through his engineer, shall ensure quality work in a planned and time bound manner. Any sub-standard Material/Work beyond set out tolerance limits shall be summarily rejected by the Engineer-in-Charge.
17. The work shall be executed as per the reports, documents, drawings provided by the Engineer –in- Charge. No claim for idle labour shall be entertained, nor, any claim on account of the delay in completion of the work shall be liable.
18. Contractor has to complete the work within 120 days from issue of letter of commencement.
19. Contractor or his authorized representative should always be available at the office of Engineer In-charge for taking instructions etc. when called upon.
20. No payment will be made to the contractor for damage caused by rains, or other natural calamity during the execution of the works and no such claim on this account will be entertained.
21. **Work:** All work shall be supervised by the contractor including his duly authorized representatives. Contractor shall provide materials and workmanship to the best of their representative kind, and shall be fully responsible for executing the work as per prescribed specifications, latest BIS Codes of Practice.
22. **Payment shall be released to the vendor vis-à-vis milestones achieved as indicated under the section “Instruction to Bidders”.** Payment shall be reimbursed to the successful bidder within 90 days from date of receipt of running bill/ final bill, subject to availability of funds.
23. Bidders are not permitted to quote rates of items in partial manner. Bids of only those bidders shall be considered eligible who have quoted rates of all the items (S. No1) as mentioned in Schedule of Rates attached at Annexure- A.
24. The work involves Morphological Survey at 40 Nos Cross Section of River Ganga at Various Location from Phaphamau to Buxar, Under MGD-3 CWC Varanasi, CWC during the FY 2023-24 (complete in all aspects). The BOQ has been prepared holistically as one single work taking Survey of River Cross Section Work, Preparation of reports both in Soft & Hard Copy, Cost of Hiring of Survey Instruments, Cost of Hiring of Boat etc. Besides conventional factors; the bidders are advised to quote the rates of BOQ items considering costs that may be incurred due to Presence of Islands, Char Land, logistics, terrain difficulty, availability of materials, etc. All bidders are advised to visit the locations and understand the requirement of work; before quoting the rates.
25. **The bidder is responsible for obtaining NOC / Licensee from Competent Authority of State Government / Inland Water Authority etc. for roving the boat in river Ganga.**
26. Bidders are advised to plan the schedule accordingly such that time frame of completion does not exceed 120 days.
27. The Engineer-in-Charge will examine the work executed from the point of view of scope of work and specifications for the various items before the work is finalized. If during any of the visit, use of sub-standard material or improper workmanship is noted by the Engineer-in-Charge or his superiors, the same shall also be promptly rectified on getting a written notice to do so.
28. No escalation shall be paid to the contractor beyond the quoted rates under any circumstances.

CONTRACT/AGREEMENT FORM

This Contract/Agreement (Agreement no./____/____/____) made on the ____ day of ____/____/2023 between the Executive Engineer (for and on behalf of the President of India), Middle Ganga Division-3, Central Water Commission, Varanasi-221002 (name or address of the Department) (hereinafter called “the First Party”) and _____ (name and address of the contractor) (hereinafter called “the Second Party”). WHEREAS the First Party is desirous that the Contractor executes the work **“Morphological Survey at 40 No Cross Section of River Ganga from Phaphamau to Buxar” under MGD-3 CWC Varanasi, , during the FY 2023-24** (hereinafter called “the works”) and the First Party has accepted the Bid by the Second Party for a contract price of Rs. only.

Now, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. In consideration of the payments to be made by the First Party to the Second Party is hereinafter mentioned, the Second party hereby covenants with the First Party for carrying out the works as mentioned in conformity in all aspect with the provisions of the contract. The First Party hereby covenants to pay the Second Party in consideration for the above-mentioned work.
2. The following documents shall be deemed to form and be read and construed as part of this contract, viz.:
 - a) Tender Document issued to the contractor and duly submitted by him after duly signed;
 - b) Amendments/Corrigendum to the tender document, if any;
 - c) Letter of the contractor submitting the tender;
 - d) Other letters of the contractor and the departmental officers that were exchanged before the tender is accepted;
 - e) Rate and Amount of tender/bid quoted by the contractor;
 - f) General Conditions of Contract (GCC) published by CPWD with latest amendments/correction slips;
 - g) Letter of the Executive Engineer communicating acceptance of the tender;
 - h) Letter of the Executive Engineer regarding commencement of the work;
 - i) Performance security;
 - j) Other letters of the contractor and the departmental officers that were exchanged after the tender is accepted till the time of signing of this Contract/Agreement;

IN WITNESS WHEREOF the parties have caused this Contract to be executed the day and year first before written. Binding signature of First Party Signed by _____

(for and on behalf of the President of India) Binding signature of Second Party signed by _____ (for and on behalf of the _____ duly authorized vide resolution No _____ dated _____ of the Board of Director of _____

In the presence of
(Witnesses)

(1)

(2)

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

The President of India
(Through Executive Engineer,
MGD-3, CWC, Varanasi)

WHEREAS..... (Name and address of the bidder)
(hereinafter called “the bidder”) has undertaken, in pursuance of contract no.....
dated to **“Morphological Survey at 40 No Cross Section of River Ganga from
Phaphamau to Buxar” under MGD-3 CWC Varanasi, , during the FY 2023-24”**

(Description of works and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the bidder shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the bidder such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the bidders, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: 03/MGD-3/2023-24/ dated 13/12/2023

Name of Tender/Work: “Morphological Survey at 40 No Cross Section of River Ganga from Phaphamau to Buxar” under MGD-3 CWC Varanasi,, during the FY 2023-24”

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site(s)namely
2. “Morphological Survey at 40 No Cross Section of River Ganga from Phaphamau to Buxar” under MGD-3 CWC Varanasi,, during the FY 2023-24”
As per your advertisement, given in the above-mentioned website(s).
3. 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.
4. 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.
5. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality /entirely.
6. In case any provisions of this tender are found violated, your Division/ organization 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)

SECRECY UNDERTAKING
(To be given on Company Letter Head)

I.....(Name in full with designation) do hereby, undertake to abide by the following conditions in respect of the morphological Data supplied.

1. The morphological Data pertaining to Middle Ganga Division-3 Central Water Commission Varanasi of River systems collected during survey work will not be supplied to any Governmental /Non Governmental or Public Sector Undertaking without the prior concurrence /Fresh permission.
2. I understand that I will be held responsible for passing the data to other agencies (Other than consultants) even if it is passed by our consultants.
3. The data will not be published without the prior permission. The classified data shall not be reproduced in any report/publication/Detailed Project Report (DPR), etc.

I understand that any breach of undertaking may invite civil liability.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)