

*Establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC Gauge Post at old & new sites under LGD-1, CWC, Patna*



भारत सरकार

Government of India

जल शक्ति मंत्रालय,

Ministry of Jal Shakti

जल संसाधन, नदी विकास एवं गंगा संरक्षण विभाग

Department of Water Resources, River Development & Ganga Rejuvenation

केन्द्रीय जल आयोग

Central Water Commission

**TENDER DOCUMENT**

**FOR**

**e-tender for establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC Gauge Post at old & new sites under LGD-1, CWC, Patna**



**NIT No.: LGD-1/CWC/HQ-65/Bench Mark & RCC Gauge/2022/01**

**Dt. 03.02.2023**

**Key Events and Dates**

<b>DATE FOR PURCHASING TENDER</b>	<b>FROM 03.02.2023 (17:00 hrs)</b>
<b>LAST DATE &amp; TIME FOR RECEIPT OF BIDS ONLINE</b>	<b>13.02.2023 (17:00 hrs)</b>
<b>DUE DATE FOR OPENING OF TENDER ONLINE</b>	<b>14.02.2023 (17:00 hrs)</b>
<b>OFFICER INVITING TENDER</b>	Executive Engineer, Lower Ganga Division-1, Central Water Commission, Amarnath Road, Adalatganj, Patna-800001
<b>PRICE OF TENDER DOCUMENT</b>	Rs. NIL

*This tender document contains 30 pages including this page.*

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**Establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC Gauge Post at old & new sites under LGD-1, CWC, Patna**

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**भारत सरकार/Government of India**  
**केन्द्रीयजल आयोग/Central Water Commission**  
**अधिकासी अभियंताकार्यालय /Office of the Executive Engineer**  
**निचली गंगा मंडल 1 -/Lower Ganga Division-1**

अमरनाथ पथ, अदालतगंज, पटना-800001/Amarnath Road, Adalatganj, Patna-800001

File No. LGD-1/CWC/HQ-65/Bench Mark& RCC Gauge/2022/ 511-16

Dated: 03.02.2023

**ई-निविदा आमंत्रण सूचना/Notice Inviting e-Tender**

**NIT No.: LGD-1/CWC/HQ-65/Bench Mark& RCC Gauge/2022/01 Dt. 03.02.2023**

For and on behalf of the President of India, Executive Engineer, Lower Ganga Division-1, Central Water Commission, Patna invites bid by e-tendering from registered contractors of Central/State Government for the following work:

1.	<b>Name of work</b>	<b>e-tender for establishment of Musto Type Bench Mark (MTBM)&amp; Fabrication and Installation of RCC Gauge Post at old &amp; new sites under LGD-1, Central Water Commission, Patna</b>
2.	<b>Estimated Cost</b>	<b>Rs. 37,11,324/- (Rupees Thirty Seven Lakh Eleven Thousand Three Hundred Twenty Four) only including all the Taxes, GST etc.</b>
3.	<b>Earnest Money Deposit (EMD)</b>	<b>2% of estimated cost Rs. 74,226/-(Rupees Seventy Four Thousand Two Hundred Twenty Six) only</b>
4.	<b>Performance Guarantee</b>	<b>3% of tendered and accepted value of work.</b>
5.	<b>Contract Period</b>	<b>5 Months</b>
6.	<b>Cost of Tender Document</b>	<b>NIL</b>

**Schedule of Tender**

DATE AND TIME OF ISSUE OF BID DOCUMENT	<b>03.02.2023 (17:00 hrs)</b>
e-TENDER FORM AVAILABLE FROM	<b>03.02.2023 (17:00 hrs)</b>
DATE AND TIME OF PRE BID MEETING	<b>08.02.2023 (13:00 hrs)</b>
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	<b>13.02.2023 (17:00 hrs)</b>
DATE AND TIME OF OPENING OF BIDS ONLINE	<b>14.02.2023 (17:00 hrs)</b>
PLACE OF OPENING OF BIDS ONLINE	<b>O/o the Executive Engineer, Lower Ganga Division-1, Central Water Commission, Amarnath Road, Adalatganj, Patna-800001</b>
PRICE OF TENDER DOCUMENT:	<b>NIL</b>

E-tender is available on CPPP website URL <https://www.eprocure.gov.in/eprocure> from 03.02.2023 (17:00 hrs) to 13.02.2023 (17:00 hrs). E-tender should be submitted online through CPPP website up to 13.02.2023

**Establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC Gauge Post at old & new sites under LGD-1, CWC, Patna**

1. e-Tender can be downloaded from website [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.cwc.gov.in](http://www.cwc.gov.in) from 03.02.2023 (17:00 hrs) to 13.02.2023 (17:00 hrs). **But e-tender will be opened only after following document is submitted :-**
  - a. **The Earnest Money Deposit (EMD) has to be submitted before due date and time of opening of tender. Rs. 74,226/- (Rupees Seventy Four Thousand Two Hundred Twenty Six) only as Earnest Money Deposit (EMD) of tender through A/C payee Demand Draft / Bank Guarantee (Refundable) drawn on any schedule bank in favour of the Executive Engineer, Lower Ganga Division-1, CWC payable at State Bank of India, Patna. Any bid without Earnest Money Deposit (EMD) will be rejected and will not be considered for any further process.**
2. The tender forms complete in all respects should be submitted by **13.02.2023 (17:00 hrs)**.
3. **The pre-bid meeting for the tender will be held on 08.02.2023 (13:00 hrs) at the following venue: O/o The Director, Monitoring Directorate, Central Water Commission, Amarnath Path, Adalatganj, Patna-800001, Bihar (Phone no. 0612-2671541).**
4. The Technical bid of the tender will be opened at **14.02.2023 (17:00 hrs)** in presence of the tenders who wish to see the opening of tender through their authorized representative who may choose to attend opening in this office. The time of opening of financial bids will be intimated later.
5. The NIT and tender can be downloaded from [www.cwc.gov.in](http://www.cwc.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in).
6. **Bids shall be accepted in online mode only.**
7. The Invitation to tender is subject to fulfillment of instructions and conditions as per schedules below:

- Chapter 1: Instructions to Bidders
- Chapter 2: General Rules and Directions
- Chapter 3: Schedules A, B, C, D, E & F
- Chapter 4: Drawing and Table of Requirements
- Chapter 5: Technical and Financial Bids
- Chapter 6: Tenderer Profile and Declaration
- Chapter 7: Contract Form
- Chapter 8: Other Standard Form

S/d  
Executive Engineer,  
For and on behalf of the President of India,  
Lower Ganga Division-1, CWC, Patna

प्रतिलिपि :

1. अधीक्षण अभियन्ता (समन्वय), निचली गंगा बेसिन संगठन, केन्द्रीय जल आयोग, पटना।
2. निदेशक सह अधीक्षण अभियन्ता, जल विज्ञानीय प्रेक्षण परिमण्डल, केन्द्रीय जल आयोग, पटना।
3. लेखा शाखा, निचली गंगा मंडल-1, केन्द्रीय जल आयोग, पटना।
4. सूचना पट्ट, निचली गंगा मंडल-1, केन्द्रीय जल आयोग, पटना।
5. CPPP website URL <https://www.eprocure.gov.in/eprocure>.
6. केन्द्रीय जल आयोग का वेबपोर्टल [www.cwc.gov.in](http://www.cwc.gov.in)

## **Chapter- 1: Instruction to Bidders**

1. Bids shall be submitted online only at CPPP <https://www.eprocure.gov.in/eprocure>. 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 [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 CPPP website URL <https://www.eprocure.gov.in/eprocure> 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 CPPP website URL <https://www.eprocure.gov.in/eprocure>. 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 Tender Key Event Sheet.
6. **ELIGIBILITY CONDITIONS FOR THE TENDERERS**
  - (i) The contractor should be registered with any Central/State Government Department.
  - (ii) They should have a Valid PAN No.
  - (iii) They should have a Valid GST Registration No.
  - (iv) The Firm/ should having completed at least three similar works each costing not less than the amount equal to 40% of the estimated cost. **OR** (ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. **OR** (iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost, in last three years to any Central/State Govt/PSU. **Copy of Work Orders and corresponding Completion Certificates of Works issued by the Tender Accepting / Executing Authority may be appended.**
  - (v) Similar works shall mean work of Civil/Fabrication/Construction related work.
  - (vi) The Average Annual financial turnover of the firm during the last three financial years, ending 31st March, 2022 of the previous financial year (**2019-20, 2020-21, & 2021-22**) should be at least equal to 100 % of total estimated cost and should be at least equal to 110 % of total estimated cost in case of joint ventures (JV). In this context, the audited balance sheet and copies of Income Tax Return for last three financial years (**2019-20, 2020-21, & 2021-22**) shall be appended.
- 6.1 **Verification of Details:** Executive Engineer, Lower Ganga Division-1, CWC, Patna 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.
- 6.2 **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.
- 6.3 **Period of Contract:** The duration of the Contract shall be for a period of 150 Days which can be revised or extended depending upon the exigency of work.

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- 6.4 **Availability of Work Place:** The workplace is available & would be sites and site offices under the jurisdiction of Lower Ganga Division-1, CWC, Patna.
- 6.5 **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.
- 6.6 **Acceptance of Tender:** The Competent Authority 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. The Competent Authority 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.
- 6.7 Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
- 6.8 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.
- 6.9 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, Lower Ganga Division-1, CWC, PATNA 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 Gazetted officers in any CWC office and Ministry of Jal Shakti, 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.
- 6.10 **Signing of Contract Agreement:** The successful Tenderer/Contractor on acceptance of his tender by the accepting authority of CWC shall deposit 3% of agreement cost as performance guarantee in the form of DD/FDR/Bank guarantee issued by Nationalized Bank within 7 days from the date of issue of letter of acceptance and sign contract agreement consisting of:-
- 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.
  - Standard CPWD Form-7/8: Item Rate Tenders & Contract for Works.

**7. SUBMISSION OF DOCUMENTS ONLINE**

- Signed and scanned copy of valid registration certificate, experience certificates of Civil/Fabrication/Construction related work. GST registration, PAN No., Income-tax return of previous three years and Tender Acceptance Letter.
- Signed and Scanned copy of Partnership deed if any as per the tender document
- Signed and scanned true copy of undertaking of not being blacklisted by any government department.

**Financial Bid:**

- The BOQ are to be furnished online by the Contractor along with bid as per the tender document.
- 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.

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10. For complete bid technical papers with schedule of quantities with pricing information should be submitted online along with other documents as defined under cl-7 & 8 above.
11. 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.
12. The time allowed for carrying out the work will be **5 Months** 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.
  - a. ***Earnest Money Deposit (EMD): The Earnest Money Deposit (EMD) has to be submitted before due date and time of opening of tender. Rs. 74,226/-(Rupees Seventy Four Thousand Two Hundred Twenty Six) only as Earnest Money Deposit (EMD) of tender through A/C payee Demand Draft / Bank Guarantee (Refundable) drawn on any schedule bank in favour of the Executive Engineer, Lower Ganga Division-1, CWC payable at State Bank of India, Patna. Any bid without Earnest Money Deposit (EMD) will be rejected and will not be considered for any further process.***
13. The contractor shall be required to deposit an amount equal to 3% of the tendered value of the work as performance guarantee in the form of Treasury Challan receipt/Deposit at Call receipt of a scheduled bank/Fixed Deposit receipt of a scheduled bank/TDR/Demand Draft of a scheduled bank issued in favour of the Executive Engineer, Lower Ganga Division-1, CWC, Patna payable at PATNA within 15 days of the issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of prescribed number of days on written request of the contractor. **The above performance guarantee will be returned to the contractor only after successful completion of Defect Liability Period (DLP) of one year and as per the procedure mentioned in the CPWD works manual. The contractor will be responsible for removal of any defects cropping up in the work executed during the Defect Liability Period (DLP). Defect Liability Period will start from the date of issue of completion certificate or from the date of final payment to the contractor whichever is earlier.**
14. The site for the work is available.
15. 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.
16. 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.
17. The Public Enterprises who avail benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.
22. 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.

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23. 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.
24. The contractor shall not be permitted to tender for works in the Division-1 Office (responsible for award and execution of contract) in which his near relative is posted as Division-1 as 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 Jal Shakti, 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.
25. 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.
26. 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/ Performance Guarantee.
27. 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.
28. 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.
29. The time allowed for carrying out the work will be 5 Months 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.

**Chapter 2: 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 department 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 online payment.
- 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 as on applicable rates or claimed rates whichever is lower.
- 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.

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- 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 DAR 2019 & Market Rate' 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) Wood/steel shuttering shall be permitted.
- 22) **Penalty:** Appropriate amount will be deducted from the payments due or performance security in case any loss is suffered by the department as per the contract.
- 23) **Loss of Property:** The Contractor shall indemnify and hold harmless the Purchaser and its employees from any losses, liabilities and costs resulting from the death, personal injury or loss to damage to the property, loss to the system arising due to the performance of contract.
- 24) **Force Majeure**
  - a. For purposes of this Clause, "Force Majeure" will mean an event beyond the control of the Agency and not involving the Agency's fault or negligence. Such events may include, but are not restricted to, wars or revolutions, fires, epidemics, quarantine restrictions, and freight embargoes, rainfall and floods will be considered as Force Majeure.
  - b. If a Force Majeure situation arises, the Agency shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.
  - c. If an event of Force Majeure continues for a period of ninety (90) days or more, the parties may by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for Products already delivered or Services already performed.

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**Chapter 3 : SCHEDULES**

**SCHEDULE 'A'** : Schedule of quantities (enclosed)

**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
<b>Nil</b>				

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

**SCHEDULE 'D'** : (Extra schedule for specific requirements/document for the work, if any)  
Detailed Drawings: Attached

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

**Name of Work** : e-tender for establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC Gauge Post at old & new sites under LGD-1, Central Water Commission, Patna

**Estimated cost of work** : **Rs. 37,11,324/- (Rupees Thirty Seven Lakh Eleven Thousand Three Hundred Twenty Four) only including all the Taxes, GST etc.**

**Earnest Money** : 2% of estimated cost  
**Rs. 74,226/- (Rupees Seventy Four Thousand Two Hundred Twenty Six) only**

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

**SCHEDULE 'F'**

**General Rules & Directions :**

Officer Inviting Tender : O/o the Executive Engineer, Lower Ganga  
: Division-1, Central Water Commission,  
Amarnath Road, Adalatganj,  
PATNA- 800001

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance : As per rules

**Definitions :**

(i) Engineer-in-Charge : Executive Engineer, Lower Ganga  
: Division-1, Central Water Commission,  
PATNA

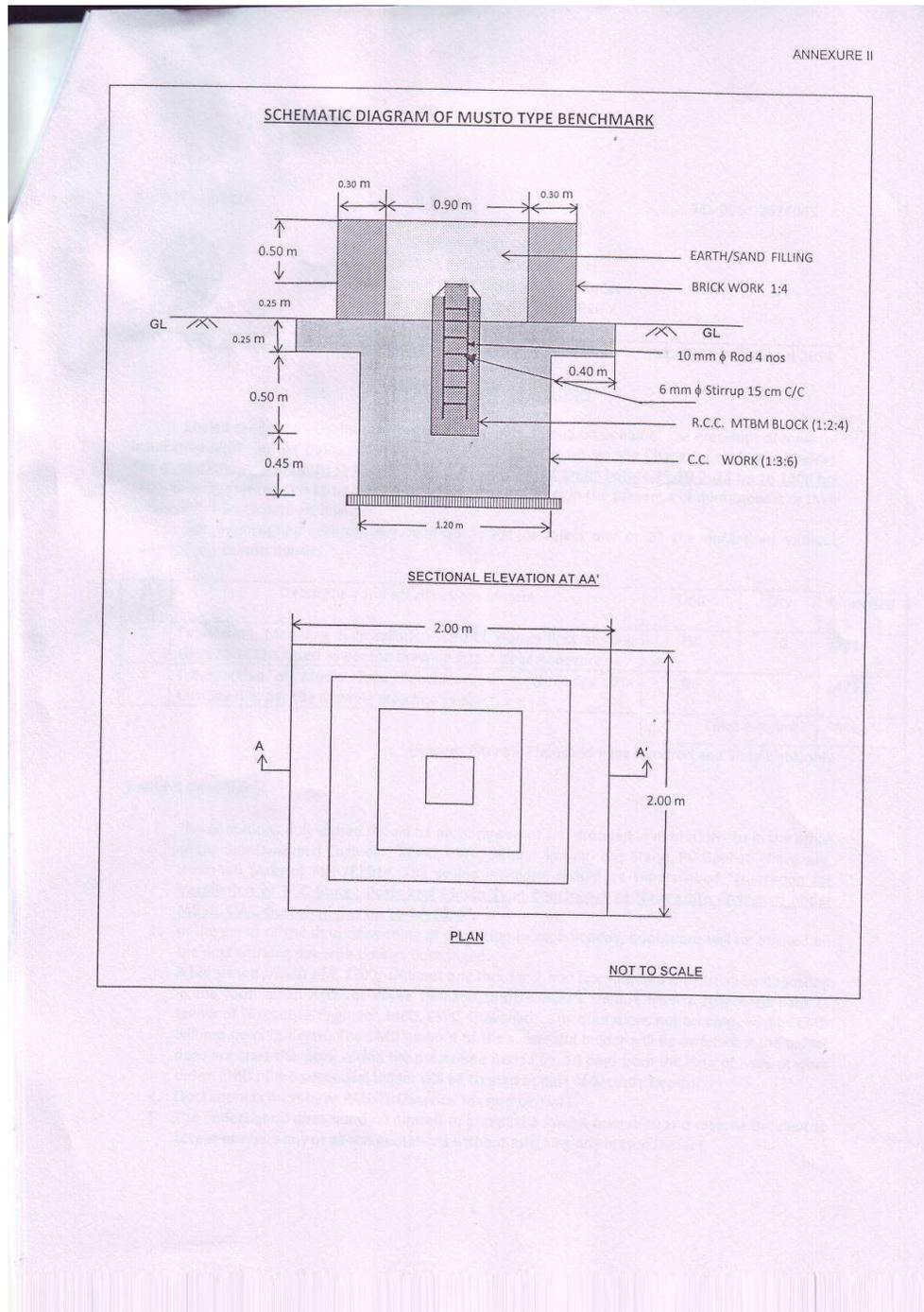
**Establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC Gauge Post at old & new sites under LGD-1, CWC, Patna**

(ii)	Accepting Authority	Chief Engineer, Lower Ganga Basin Organization, Central Water Commission, Patna
(iii)	Standard Schedule of Rates	: SoR-2012, CWC & Added 47.65 % for price escalation
(iv)	Department	: Central Water Commission

Standard CPWD Contract Form CPWD Form-7/8 as modified and corrected up to date.

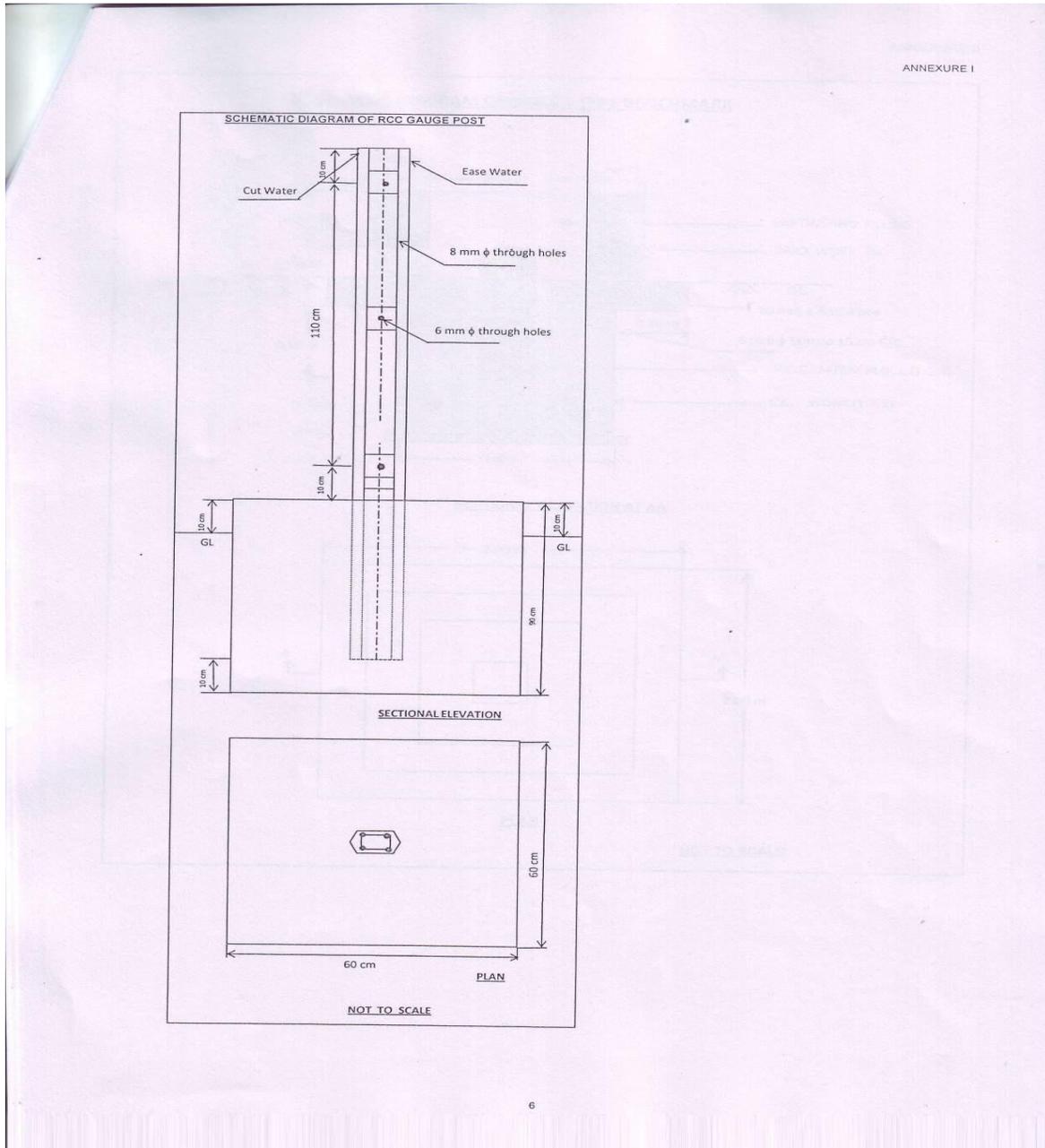
<b>Clause 1</b>	(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days	15 days
	(ii) Maximum allowable extension beyond the period provided above in days	7 days
<b>Clause 2</b>	Authority for fixing compensation Under Clause 2.	Chief Engineer, Lower Ganga Basin Organization, Central Water Commission, Patna
<b>Time allowed for execution of work.</b>		<b>5 Months</b>
Authority to give fair and reasonable extension of time for completion of work.		Chief Engineer, Lower Ganga Basin Organization, Central Water Commission, Patna

**Chapter 4 : DRAWING & TABLE OF REQUIREMENT**



*Establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC Gauge Post at old & new sites under LGD-1, CWC, Patna*

**DRAWING & TABLE OF REQUIREMENT**



**Establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC Gauge Post at old & new sites under LGD-1, CWC, Patna**

<b>List of Requirements of Musto Type Bench Mark (MTBM) under Burhi Gandak Sub-Division, Muzaffarpur</b>				
<b>Sl. No.</b>	<b>Name of Sites</b>	<b>Type of Sites</b>	<b>MTBM Bench Mark</b>	<b>Appx. Distance (Km) from LGD-1, Patna</b>
1	Triveni	G	01	356
2	Khadda	G	01	382
3	Chhitaunighat	GD	01	368
4	Thakraha	G	01	281
5	Kukraha	G	01	233
6	Chatia	G	01	208
7	Dheng Bridge	GDSQ	01	172
8	Runisaidpur	GD	01	135
9	Chanpatia	GD	01	235
10	Lalbegiaghat	GD	01	172
11	Ahirwalia	GD	01	132
<b>Total</b>			<b>11</b>	<b>-</b>

<b>List of Requirements of Musto Type Bench Mark (MTBM) Under Bagmati Kamla Balan Sub-Division, Darbhanga</b>				
<b>Sl. No.</b>	<b>Name of Sites</b>	<b>Type of Sites</b>	<b>MTBM Bench Mark</b>	<b>Appx. Distance (Km) from LGD-1, Patna</b>
1	Bishunpur	G	01	158
2	Ekmighat	GDSQ	01	140
3	Benibad	GD	01	135
4	Kamtaul	G	01	180
5	Saulighat	GD	01	195
6	Saharghat	GD	01	205
7	Sonbarsa	G	01	260
8	Kapasiya	G	01	180
9	Kakarghatti	GDSQ	01	157
10	Hayaghat	GDSQ	01	156
11	Jainagar	GDSQ	01	250
12	Nirmali	GDSQ	01	225
<b>Total</b>			<b>12</b>	<b>-</b>

<b>List of Requirements of Musto Type Bench Mark (MTBM) Under Kosi Sub-Division, Begusarai</b>				
<b>Sl. No.</b>	<b>Name of Sites</b>	<b>Type of Sites</b>	<b>MTBM Bench Mark</b>	<b>Appx. Distance (Km) from LGD-1, Patna</b>
1	Baltara	GDSQ	01	220
2	Khagaria	GD	01	188
3	Rosera	G	01	130
4	Samastipur	G	01	183
5	Basua	G	01	420
6	BadlaGhat	G	01	225
7	DhamaraGhat	G	01	235
8	Bachhwara	GDSQ	01	175
9	Mohauddin Nagar	G	01	205
10	DalsinghSarai	GD	01	220
11	Kursela	GD	01	230
<b>Total</b>			<b>11</b>	<b>-</b>

<b>List of Requirements of Musto Type Bench Mark (MTBM) Under Lower Mahananda Sub-Division, Purnea</b>				
<b>Sl. No.</b>	<b>Name of Sites</b>	<b>Type of Sites</b>	<b>MTBM Bench Mark</b>	<b>Appx. Distance (Km) from LGD-1, Patna</b>

**Establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC Gauge Post at old & new sites under LGD-1, CWC, Patna**

1	Araria	GD	01	427
2	Birpur	G	01	474
3	Jhawa	G	01	430
4	Moujabadi	G	01	460
5	Bathnaha	G	01	468
6	Amour	G	01	425
7	Rauta	G	01	445
8	Sikti	GD	01	467
<b>Total</b>			<b>08</b>	<b>-</b>

**List of requirements of RCC Gauge Post at Various Sites under Burhi Gandak Sub-Division, Muzaffarpur**

Sl.No.	NAMEOFSITE	TYPEOFSITE	RCCGauge required at Centre Line, Upstream & Downstream	Appx. Distance (Km) from LGD-1, Patna
1	Chhitaunighat	GD	08	368
2	Bagaha	G	03	285
3	Thakraha	G	04	281
4	Kukraha	G	04	233
5	Sugauli	G	04	208
6	Chintawanpur	G	06	152
7	Kanti	GQ	04	105
8	Sakra	GDQ	06	131
9	Indo-Nepal Border	GD	06	161
10	Bairgania	GDSQ	08	170
11	Lakhoura	GDSQ	08	184
12	Madhuban	G	04	149
13	Belsand	GD	08	132
14	Khadda	G	04	382
15	Dumariaghat	GDS	08	182
16	Sikandarpur	GDSQ	06	86
17	Triveni	G	03	356
18	Chanpatia	GD	08	235
19	Lalbegiaghat	GD	08	172
20	Ahirwalia	GD	08	132
21	Runisaidpur	GD	08	135
22	Dheng Bridge	GDSQ	08	172
23	Chatia	G	04	208
<b>Total</b>			<b>138</b>	

**List of requirements of RCC Gauge post at Various Sites under Bagmati Kamla Balan Sub-Division, Darbhanga**

Sl. No.	NAMEOFSITE	TYPEOFSITE	RCC Gauge required at Centre Line, Upstream & Downstream	Appx. Distance (Km) from LGD-1, Patna
1	Benibad	GD	10	135
2	Jai Nagar	GDSQ	10	205
3	Kamtaul	G	06	180
4	Saulighat	GD	10	195
5	Jhanjharpur	GDSQ	10	195
6	Ekmighat	GDSQ	08	140
7	Hayaghat	GDSQ	10	156
8	Sonbarsa	G	06	260
9	Bishunpur	G	05	158
10	Saharghat	GD	09	205

**Establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC Gauge Post at old & new sites under LGD-1, CWC, Patna**

11	Kapasiya	G	05	180
12	Kakarghatti	GDSQ	09	157
13	Nirmali	GDSQ	10	230
14	Jhagarua	G	06	200
<b>Total</b>			<b>114</b>	

**List of requirements of RCC Gauge post at Various Sites under Kosi Sub-Division, Begusarai**

Sl. No.	NAME OF SITE	TYPE OF SITE	RCC Gauge required at Centre Line, Upstream & Downstream	Appx. Distance (Km) from LGD-1, Patna
1	Khagaria	GD	08	188
2	Samastipur	G	08	183
3	Bachhwara	GDSQ	08	175
4	Mohauddin Nagar	G	08	205
5	Dalsingh Sarai	GD	05	220
6	Rosera	G	07	130
7	Basua	G	04	420
8	Baltara	GDSQ	07	220
9	Kursela	GD	08	230
10	Badla Ghat	G	05	225
11	Dhamara Ghat	G	05	235
<b>Total</b>			<b>83</b>	

**List of requirements of RCC Gauge post at Various Sites under Lower Mahannada Sub-Division, Purnea**

S.No.	NAME OF SITE	TYPE OF SITE	RCC Gauge required at Centre Line, Upstream & Downstream	Appx. Distance (Km) from LGD-1, Patna
1	Taibpur	GD	08	506
2	Araria	GD	08	427
3	Chargharia	G	04	380
4	Galgalia	G	03	526
5	Dhengraghat	GD	09	426
6	Jhawa	G	04	430
7	Moujabadi	G	04	460
8	Rauta	G	04	445
9	Bathnaha	G	04	468
10	Amour	G	04	425
11	Sikti	GD	08	467
12	Birpur	G	03	-
<b>Total</b>			<b>63</b>	

**Establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC Gauge Post at old & new sites under LGD-1, CWC, Patna**

**Chapter 5 : Technical and Financial Bid**

**Technical Bid:**

<p><b>Name of Work:</b> E-Tender for establishment of Musto Type Bench Mark (MTBM) &amp; Fabrication and Installation of RCC Gauge Post at old &amp; new sites under LGD-1, Central Water Commission, Patna.</p> <p><b>Name of Organisation:</b> Lower Ganga Basin Organisation, Central Water Commission, Patna</p> <p><b>Name of the Division:</b> Lower Ganga Division-1, CWC, Patna</p>
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(To be furnished online only.)

<b>Sl. No.</b>	<b>Particulars</b>	<b>To be filled by the tenderer</b>
1.	Name of the Agency	
2.	Date of establishment of the Agency	
3.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person(copy to be enclosed)	
4.	Whether registered with and holding license from all concerned Government Authorities.	
5.	PAN/TAN Number (copy to be enclosed)	
6.	Aadhar No. (copy to be enclosed)	
7.	Goods and Service Tax Registration Number (copy to be enclosed)	
8.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard)	
9.	Length of experience in the field, if any (copy to be enclosed)	
10.	Experience in dealing with Govt. Departments (indicate the names of the Departments and years of dealing with those Departments and attach copies of contract orders placed on the Agency)	
11.	Whether Agency profile is attached? (If yes, copy to be enclosed)	
12.	Financial turnover of the tendering company/firm/Agency for the last 3 financial year (2016-17,2017-18 , 2018-19) with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached)	
13.	Whether any show cause notice was ever issued by the Office of the Labour Commissioner or any Government Agency? If so, details thereof (please attach the copies of communications, if any).	

**Establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC Gauge Post at old & new sites under LGD-1, CWC, Patna**

**Financial Bid**

(To be furnished online only)

To,  
Executive Engineer,  
LGD-1, CWC, Amarnath Path, Adalatganj, Patna (Bihar)

**Subject: - Quotation for award of contract for Establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC Gauge Post at old & new sites under LGD-1, Central Water Commission, Patna –reg.**

Sir,

With reference to your tender published in ..... dated.....on the subject mentioned above, I/We quote the rate for above mentioned work as under:

<b>Establishment of Musto Type Bench Mark (MTBM) &amp; Fabrication and Installation of RCC Gauge Post at old &amp; new sites under LGD-1, Central Water Commission, Patna</b>					
<b>Sl. No.</b>	<b>DESCRIPTION OF ITEM</b>	<b>QTY.</b>	<b>RATE (IN RS)</b>	<b>UNIT</b>	<b>AMOUNT (IN RS)</b>
1	<b>Establishment of different types of BenchMark</b> of standard specifications including its painting, engraving etc. complete including cost of manpower, material, labour, etc. as per drawing/ design provided in the Tender Document.				
1.1	<b>Musto Type Bench Mark (MTBM)</b>	42			
2	<b>Fabrication and installation of gauge posts</b> at river banks including cost of civil works in foundation embedded in 1:2:4 reinforced cement concrete pedestal block of size 60 cm x 60 cm x60 cm including the cost of steel reinforcement, centering shuttering, finishing, reinforcement over the 1:4:8 (1 cement : 4coarse sand : 8 graded stone aggregate 40 mm nominal size)cement concrete base of size 80 cm x 80 cm x 15 cm with 12 mm thick plastering complete and marking the gauge with synthetic enamel with standard metric gradation of 5 mm thickness in black & white alternately & red synthetic enamel of 5 mm of width at every 100 mm etc complete.				
2.1	<b>Reinforced Cement Concrete gauge post</b> of size 15 cm x 10 cm (one side tapered in 5 cm length) made with 1:2:4 concrete mix (1cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size) -1.80 m long.	398			
<b>Total</b>					
<b>GST @ %</b>					
<b>Grand Total</b>					
<b>Amount in Words including all the Taxes, GST etc (.....)</b>					

I/We agree to execute the above works in accordance with the technical specifications and terms and conditions mentioned in this tender documents for a total contract price of Rs.....(Rupees.....) within the period specified in the invitation for tender.

**Establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC Gauge Post at old & new sites under LGD-1, CWC, Patna**

Date: Name & Signature of the Authorized Signatory:

**Chapter 6: Tenderer Profile and Declaration**

**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.....

***Establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC Gauge Post at old & new sites under LGD-1, CWC, Patna***

**TENDER DECLARATION**

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 work specified for the President of India within the time specified in schedule 'F', viz. Schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule – 1 of General Rules and Directions and in clause 11 of the conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/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.

EMD shall be exempted as per Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division O.M. No. F.9/4/2020-PPD dated 12.11.2020. If I/We fail to furnish the prescribed performance guarantee within the prescribed period, I/We agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in the schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the tender form.

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 :

**Chapter 8 : Other Standard Forms**

**FORM 1: PERFORMANCE SECURITY BANK GUARANTEE BOND**

1. In consideration of the President of India (hereinafter called “The government”) having agreed to the terms and conditions of Agreement No. .... dated ..... made between ..... And ..... [Hereinafter called “the said contractor(s)\*]  
..... For the work ..... (Hereinafter called “the said Agreement) having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees ..... Only) as a security / guarantee from the contractor(s) for compliance with his obligations in accordance with the terms and conditions of the said agreement.

We ..... (Indicate the name of the Bank) (Hereinafter referred to as “the Bank”) hereby undertake to pay to the government on the amount not exceeding Rs. .... (Rupees ..... Only) on demand by the Government.

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

4. We, the said Bank further undertake to pay to the Govt. Any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, out liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

5. We ..... (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and a fact during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Govt. Under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Govt. Certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

6. We ..... (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary only of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or postpone for any time or from time to time any of the powers exercisable by the Govt. Against the said contractor(s) and to for – bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Govt. Or any indulgence by the Govt. To the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

7. This guarantee will not be discharged due to the change in the Constitution of the Bank or the contractor(s).

8. We ..... (Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Govt. In writing.

***Establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC Gauge Post at old & new sites under LGD-1, CWC, Patna***

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

Dated the ..... Day of ..... For .....  
(Indicating the name of Bank).

**Form 2**

**MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD**

Whereas .....  
(herein after called the "tenderer")  
has submitted their offer dated..... for the supply of  
.....  
(herein after called the "tender")  
against the purchaser's tender enquiry No. ....  
KNOW ALL MEN by these presents that WE ..... Of  
..... having our registered office at  
..... Are bound unto .....  
(herein after called the "Purchaser")  
in the sum of  
..... for which payment  
will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these  
presents. Sealed with the Common Seal of the said Bank this..... day of  
.....20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(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

**Establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC Gauge Post at old & new sites under LGD-1, CWC, Patna**

**Form 3: TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,  
The  
Executive Engineer  
Lower Ganga Division-1  
Central Water Commission  
Amarnath Path, Adalatganj, Patna-800001

Sub: Acceptance of Terms & Conditions of Tender (Tender No. LGD-1/CWC/HQ-65/Bench Mark& RCC Gauge/2022/01 dated: 03.02.2023)

**Name of Tender/Services: -Establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC Gauge Post at old & new sites under LGD-1, CWC, Patna.**

Dear Sir,

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).

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.

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.

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

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)

**Form-4**

**Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017.**

**A. Model Certificate for Tenders**

To:

.....  
.....

**Ref:** ..... dated .....

**Bidder Name:**.....

Dear Sir,

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

*Date:*

*Sign:* .....

*Name:*.....

*Designation:*.....

*Seal:*

*Establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC  
Gauge Post at old & new sites under LGD-1, CWC, Patna*

**B. Model Certificate for Tenders for Works involving possibility of sub-contracting**

To:  
.....  
.....

**Ref:** ..... **dated** .....  
**Bidder Name:**.....

Dear Sir,

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; We certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

*Date:*

*Sign:* .....

*Name:*.....

*Designation:*.....

*Seal:*

**Establishment of Musto Type Bench Mark (MTBM) & Fabrication and Installation of RCC  
Gauge Post at old & new sites under LGD-1, CWC, Patna**

**Form-5**

**Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP (BE-II), (revised) Dated.16.9.2020),**

I/We \_\_\_\_\_ (Name of the Person(s), S/o \_\_\_\_\_ at \_\_\_\_\_ (Address), working as \_\_\_\_\_ (Designation and name of the firm/Company/ partnership/ Joint venture), and I have been authorized to sign the Declaration / Self- Certification on behalf of firm / Company/partnership/ Joint venture do hereby solemnly affirm and declare as under:

That I/We will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020.

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content.

That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020.

I agree to maintain the following information in the company's record for a period of 5 years and shall make this available for verification to my statutory authority.  
The Details of the location(s) at which the local value addition is made

- i. Name and details of the Domestic manufacture
- ii. Date on which this certificate is issued
- iii. Product for which the certificate is produced
- iv. Percentage of local content.

Signed by me at \_\_\_\_\_ on \_\_\_\_\_ /2023  
Authorized signatory  
(Name of the Firm entity)

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