

*TENDER FOR MORPHOLOGICAL SURVEY ON 160 KM NEW STRETCH OF RIVER RAMGANGA FROM D/S OF  
KALAGARH DAM TO MORADABAD UNDER MGD-II, CWC, LUCKNOW*

TENDER No: 04/T-38044/1/2022-MGD-II/ 358-65

Dated : 07/02/2022

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
MIDDLE GANGA DIVISION-2, LUCKNOW**



**NATIONAL COMPETITIVE BID (NCB)**

**TENDER FOR MORPHOLOGICAL SURVEY ON 160 KM NEW STRETCH OF  
RIVER-RAM GANGA FROM D/S OF KALAGARH DAM TO MORADABAD  
UNDER MGD-II, CWC, LUCKNOW**

TENDER FORM AVAILABLE ONLINE FROM	08/02/2022 at 12:00Hrs.
LAST DATE FOR SUBMITTING TENDER	15/02/2022 at 15:00 Hrs.
DUE DATE FOR OPENING OF TENDER	16/02/2022 at 16.00 Hrs.
OFFICER INVITING TENDER	EXECUTIVE ENGINEER, MIDDLE GANGA DIVISION-2, CENTRAL WATER COMMISSION, LUCKNOW
PRICE OF TENDER DOCUMENT	NIL

Certified that this tender document contains total No. of 43 pages.

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**INDEX**

**Contents**

<b>Description</b>	<b>Page No's.</b>
Cover page	1
Content	3
Notice Inviting Tender	5
Chapter 1: Instructions to Bidders/tenderers	9
Chapter 2: Conditions of Contract	18
Chapter 3: Schedules of requirement	27
Chapter 4: Technical & Financial Bids	31
Chapter 5: Special Instruction to the Contractors/ Bidders for the e-submission of the bids online through this e-procurement Portal	35
Chapter 6: Proforma for BG , Tender Acceptance Letter etc.	38
Chapter 7: Contract Agreement	42
Chapter 8: Drawings for D-type Bench Mark	43



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KALAGARH DAM TO MORADABAD UNDER MGD-II, CWC, LUCKNOW

TENDER No: NIT 04/T-38044/1/2022-MGD-II/ 358-65

Dated : 07/02/2022

भारत सरकार  
केन्द्रीय जल आयोग  
मध्य गंगा मंडल-2, लखनऊ

For and on behalf of the President of India, Executive Engineer (EE), Middle Ganga Division-2, Central Water Commission, Department of Water Resources, River Development and Ganga, Ministry of Jal Shakti, Kendriya Bhawan, Lucknow invites online e-Tenders comprising of Technical and Financial bids from experienced and eligible bidders for the work of "**Morphological Survey on 160 km New stretch of River-Ram Ganga from D/s of Kalagarh Dam to Moradabad under MGD-II, CWC, Lucknow**".

1. Name of work: **Morphological Survey on 160 km new stretch of River-Ram Ganga from D/s of Kalagarh Dam to Moradabad under MGD-II, CWC, Lucknow**."
2. Earnest Money Deposit: ₹ 22897/-
3. Estimated cost: ₹ 1144832/-
4. Performance Guarantee: 3 % of tendered value
5. Cost of Tender Document: NIL

2. Schedule of e-Tender

DATE AND TIME OF ISSUE OF BID DOCUMENT ONLINE	08/02/2022 at 12:00Hrs
TENDER FORM AVAILABLE ONLINE FROM	08/02/2022 at 12:00Hrs
LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT	15/02/2022 at 1400 hrs.
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	15/02/2022 at 1500 hrs.
DATE AND TIME OF PRE-BID MEETING	-----
DATE AND TIME OF OPENING OF BIDS	16/01/2022 at 1600 hrs.
DURATION OF WORK	60 DAYS

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PLACE OF OPENING OF BIDS	O/o Executive Engineer, Middle Ganga Division-2, 2 <sup>nd</sup> Floor, Hall No. 03, Kendriya Bhawan, Sector H, Aliganj, Lucknow
PRICE OF TENDER DOCUMENT:	NIL

3. Tender document can be downloaded from website [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.cwc.nic.in](http://www.cwc.nic.in) from 08/02/2022 (at 12:00 Hrs) to 15/02/2022 (at 1400 Hrs). However, the tender submitted by the Bidder will be opened only if following document is submitted in original before due date and time of opening of tender:

- (i) Rs. 22897/- as Earnest Money Deposit (EMD) of tender in the form of Insurance surety Bonds, account payee Demand Draft, Fixed Deposits receipt, Banker's Cheque in favour of Executive Engineer, Middle Ganga Division-2 Central Water Commission, Lucknow payable at Lucknow or in the form of a Bank Guarantee from a commercial bank or payment online in an acceptable form, safeguarding the purchaser's interest in all respect as per Performa given in Chapter 5

4. **Eligibility criteria:**

- i) The Contractor should be registered in India with Central Govt. /State Govt. / Govt. Undertaking etc.
- ii) The Contractor must have valid PAN and GST registration at the time of submission of bid.
- iii) The Contractor must have successfully completed similar nature of works in Central or State Government bodies/departments, Public Sector Undertakings, MES, and Railways in the last 5 years ending December, 2021, each of minimum value as detailed below: **(Completion Certificate shall be appended).**

- (a) Three similar work successfully completed, costing not less than the amount equal to 40% of the estimated cost.

or

- (b) Two similar work successfully completed, costing not less than the amount equal to 60% of the estimated cost.

or

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

**Note:** - Similar nature of work means river morphology survey related work.

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

- (i) Average annual financial turnover of Rs. 6 lakh in the previous 3 assessment years ending 31 March 2021.

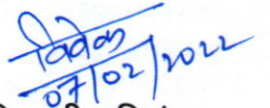




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5. Tender forms completed in all respects should be submitted online only by 15.00 hrs. on 15/02/2022. Offline submission of tender and related documents is not permitted.
6. The Technical bid of the tender will be opened online at 16/02/2022 at 1600 hrs in presence of the bidders who wish to see the online opening of tender or through their authorized representative who may choose to attend online opening in this office. The time of opening of financial bids will be intimated later.
7. Tender document can be seen online from <http://www.eprocure.gov.in> or <http://www.cwc.nic.in>. However, in order to be able to participate in the tender, it is mandatory to download official copy of tenders from <http://www.eprocure.gov.in>.
8. Bids shall be accepted through e-procurement only at e-tendering portal of CPP [www.eprocure.gov.in](http://www.eprocure.gov.in).
9. The Invitation to e-tender is subject to fulfilment of instructions and conditions as per schedules below:

- Chapter- 1: Instruction to bidders
- Chapter -2: Activities schedule and other requirements
- Chapter -3: Condition of Contract
- Chapter -4: Schedule of Requirement
- Chapter -5: Technical & Financial Bid
- Chapter-6: Contract Form
- Chapter -7: Other Standard Form

  
07/02/2022

अधिकासी अभियंता  
मध्य गंगा मंडल-2  
केंद्रीय जल आयोग, लखनऊ  
दूरभाष नं.: 0522-2332524  
फैक्स नंबर: 0522-2325526  
ईमेल: eemgd2-cwc@gov.in

**प्रतिलिपि:**

1. अधीक्षण अभियंता (समन्वय) ऊपरी गंगा बेसिन संगठन केन्द्रीय जल आयोग, लखनऊ।
2. अधीक्षण अभियंता, जल विज्ञानीय प्रेक्षण परिमंडल, केन्द्रीय जल आयोग, देहरादून।
3. अधिकासी अभियंता, मध्य गंगा मंडल-प्रथम, केन्द्रीय जल आयोग, लखनऊ।
4. उपमंडलीय अभियंता, मध्य गंगा ऊपरी रामगंगा उपमंडल, मुरादाबाद।
5. लेखाधिकारी, मध्य गंगा मंडल-द्वितीय, केन्द्रीय जल आयोग, लखनऊ।
6. सूचनापट्ट, मध्य गंगा मंडल-द्वितीय, केन्द्रीय जल आयोग, लखनऊ।
7. केन्द्रीय सार्वजनिक खरीद पोर्टल [www.eprocure.gov.in](http://www.eprocure.gov.in)
8. केन्द्रीय जल आयोग का वेब पोर्टल [www.cwc.gov.in](http://www.cwc.gov.in)





## **Chapter 1. Instructions to Bidders**

### **1. General Conditions**

- (i) Not more than one tender shall be submitted by one supplier or suppliers 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.
- (ii) Tenderer who has downloaded the tender from the CPPP website URL <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the tender will be completely rejected.
- (iii) Intending tenderers are advised to visit again CPPP website URL <https://eprocure.gov.in/eprocure/app> and CWC website [www.cwc.gov.in](http://www.cwc.gov.in) at least 2 days prior to closing date of submission of tender for any corrigendum / amendment.
- (iv) Bids will be opened as per date/time as mentioned in the NIT / Brief of Tender.
- (v) Before submitting the tender the tenderer must ensure that it has understood the exact requirement of the Purchaser. In the case of any discrepancy or ambiguity felt by the tenderer in the scope of work and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing by the tenderer and in turn get that clarified from the purchaser in writing at least two days before the last date of tender submission. In the case of no such clarification required by the tenderer, it will be construed that all the requirements of the purchaser are understood by the tenderer. No communications will be entertained in this regard at any stage of work after the opening of the Tenders.
- (vi) No tenderer will be allowed to amend or withdraw any terms & conditions/parts or whole /quoted prices of its tender under any circumstances after the deadline for submission of the tender.
- (vii) The Purchaser 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.
- (viii) 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/purchases.
- (ix) The tenderers are expected to understand the forms, terms, specifications and other details mentioned in the tender document.





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- (x) Each tenderer is entitled to submit only one set of tender. The tender document is non-transferable.
- (xi) At any time prior to the deadline for submission of tenders, the Purchaser, for any reason, whether at its own initiative may modify the scope of work or any condition of the tendering documents by amendments.
- (xii) The tenderers must quote the rates keeping in mind all the terms and conditions mentioned in this document.
- (xiii) The valid means of communications for this tender shall be in writing a letter through e-mail or fax followed in original by speed/registered post.
- (xiv) The Director(s)/Owners of the tendering firms having near relative working at the Gazetted rank post in CWC are debarred from tendering. Any breach of this condition would result in the blacklisting in all future works by Central Water Commission.
- (xv) The tendering firm may ensure that it has no engineer of Gazetted rank, earlier employed in CWC [who has not completed two years after his retirement or leaving of services], and is on its Board of Directors. Such Firms are debarred from participating in tendering, without the prior permission of the Chairman CWC. Such tender is liable to be rejected at any stage of work.
- (xvi) It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender.
- (xvii) No deviation in the payment terms mentioned in the tender document is permissible. The tenderer shall be deemed to agree with the payment terms mentioned in the tender document for submission of the bid.
- (xviii) The words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively. The term "contractor" has been used interchangeably with "supplier".

## **2. Eligibility Criteria for the Tenderers:**

- (i) The Contractor should be registered in India with Central Govt. /State Govt. / Govt. Undertaking etc. or supplied similar items to CWC earlier.
- (ii) The Contractor must have valid PAN and GST registration at the time of submission of bid.
- (iii) The Contractor must have successfully completed similar nature of work in Central or State Government bodies/departments, Public Sector Undertakings, MES, Railways in the last 5 years ending October, 2021, each of minimum value as detailed below:
  - a) Three similar completed work costing not less than the amount equal to 40% of the estimated cost.
  - or
  - b) Two similar completed work 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 nature of work means river morphology survey related work.*

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

- (iv) Average annual financial turnover of Rs. 6 lakh in the previous 3 assessment years ending 31 March 2021.
- (v) The condition of prior turnover and prior experience will be relaxed upto 50% of the above-mentioned 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. 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.
- (vi) The condition of prior turnover and prior experience will be relaxed upto 50% of the above-mentioned 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).
- (vii) The Agency should not have been blacklisted/ debarred/ banned by any government department or PSUs during last five years.
- (viii) **Preference to Make in India** : The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India as per the revised "Public Procurement (Preference to Make in India), Order 2017", circulated by the Department of Promotion of Industry and Internal trade, Ministry of Commerce & Industry, Govt. Of India vide Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 will be applicable for this tender. Undertaking for the same may be submitted.
- (ix) Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
  - a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - b) receives or has received any direct or indirect subsidy from another Bidder; or
  - c) has the same legal representative as another Bidder; or
  - d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions



- of the Employer regarding this bidding process; or
- e) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation;
- f) has a close business or family relationship with the concerned professional staff of the project implementing agency.

### 3. SUBMISSION OF DOCUMENTS

A. The following documents are to be furnished online as the technical bid part by the Supplier as per the tender document:

- (i) Signed and scanned copy of Registration of the firm
- (ii) Signed and scanned copy of PAN number of the tenderer.
- (iii) Signed and scanned copy of GST number of the tenderer.
- (iv) Signed and scanned copy of completion certificate and work order of similar work executed by the firm during last seven years in support of their claim that firm is eligible for bidding.
- (v) Signed and scanned copy of average annual turnover of last three financial years.
- (vi) Signed and scanned copy of ITR, Balance sheet of last three assessment years.
- (vii) Signed and scanned copy of undertaking that agency should not be blacklisted/ debarred/ banned for bidding by any government department or PSUs during last five years.
- (viii) Technical Bid of instruments as specified in Chapter 5.
- (ix) Signed and scanned copy of Tender Acceptance Letter as attached at Form 2 under Chapter 6
- (x) The Bidder should not have any Litigation pending in any court of law. An undertaking on company's letterhead should be submitted for the same.
- (xi) The Bidder shall not be permitted to tender for the work if any of his/her near relatives is posted in office of Executive Engineer, Middle Ganga Division-II CWC Lucknow 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. An undertaking on firm's letterhead shall be submitted for the same.
- (xii) 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/her 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/her 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.

**Note:** Proof must be attached for all the above qualification criteria. Any Statement with regard to above qualification criteria without proof will be assumed to be invalid and agency will be disqualified on that ground. Only agencies fulfilling all the above criteria will be short listed technically.

- (xiii) Signed and scanned true copy of undertaking (self-certificate) on company's letterhead of having clean track record of the firm during the last three years.





- (xiv) Signed and scanned true copy of undertaking for Preference to Make in India.
- (xv) Principal place of business: \_\_\_\_\_  
Power of attorney of signatory of Bid[Attach copy]
- (xvi) Evidence of access to financial resources to meet the requirement of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.
- (xvii) Name, address, and telephone, telex, and fax numbers of the Bidder's bankers who may provide references if contacted by the Employer.

B. The following documents are to be furnished online as the financial bid part by the Contractor along with bid as per the tender document:

- (i) Priced Bill of Quantities to be filled online (using BOQ Schedule in xls format uploaded with the bidding document without any modification.  
Entry of rates for items of work in the BOQ Schedule shall be made by the Bidder online. Upon entry of unit rates for all the items of work, total Bid Price would be calculated automatically by the System and displayed.

C. **The bidder has to submit following documents in hard copy in a sealed envelope in office before last date and time of opening of online bid otherwise, the bid will not be considered for opening:**

- (i) Original Earnest Money Deposit (EMD)/ Bid Security.

#### 4. PERIOD OF VALIDITY OF TENDERS:

Tenders shall remain valid for 90 days after the date of tender opening. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

#### 5. EARNEST MONEY DEPOSIT AND PERFORMANCE GUARANTEE:

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

EMD/ Bid Security shall be deposited in the form of Insurance surety Bonds, account payee Demand Draft, Fixed Deposits receipt, Banker's Cheque in favour of Executive Engineer, Middle Ganga Division-2 Central Water Commission, Lucknow payable at Lucknow or in the form of a Bank Guarantee from a commercial bank or payment online in an acceptable form, safeguarding the purchaser's interest in all respect as per Performa given in Chapter 6. In case the EMD is submitted in the form of the Bank Guarantee it shall remain valid upto 45 days beyond the final tender validity period. The tenders unaccompanied by the Tender Security/EMD will be rejected summarily. As per extant of Government Order Agency registered under MSME unit with NSIC under its single point registration scheme only be allowed for rebate etc as per Ministry of MSME

**The EMD will be forfeited if:**



If a tenderer withdraws its tender during the period of tender validity specified by the tenderer; or

In case of a successful tenderer, if the tenderer fails:

- (i) To sign the Contract within 15 days of the issue of the notification for award of the contract; or
- (ii) To furnish the specified performance security.

#### **Refund of EMD**

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

**(ii) Performance Security:** The successful bidder shall furnish Performance Security of an amount of 3% of the contract value **within 7 (seven) days** from the date of issue of letter of intent/acceptance of tender and it shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Agency. **The above 7 days period may be extended to 15 days on specific request of bidder with valid reasons.**

- a. Performance Security will be returned to the supplier without any interest, after ensuring the compliance to the due performance of the contract obligations in all respects but not later than 60 days of completion of all such obligations under the contract.
- b. Performance security may be furnished in the form of an Account Payee Demand Draft or Fixed Deposit Receipt from a Scheduled Commercial Bank or Bank Guarantee from a Scheduled Commercial Bank in a prescribed format as per the Proforma at FORM-1 of Chapter 6 of this tender document in favour of authorized representative /Engineer-in-charge of particular lot.
- c. Performance security is liable to be forfeited in case successful Bidder/Agency does not fulfil contract obligations at any point of time.

**Security Deposits:** Department shall deduct Security Deposits @ 2.5% the gross amount of every running bill, till the completion of work and payment of final bill.

Security Deposit is liable to be forfeited in case successful tenderer does not fulfil contract obligations.

## **6. 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 e-Tender
- (ii) Instructions to the Bidders



- (iii) Schedule of requirements.
- (iv) Condition of Contract
- (v) Technical Bid
- (vi) (Financial Bid) uploaded with the Tender Document in form of xls. sheet.
- (vii) Contract Form
- (viii) Other standard forms such as performance Security Forms etc.

## **7. Opening of Bids:**

The bids shall be opened on the date and time mentioned in the Critical Date Sheet.

## **8. Prices**

Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account and shall be inclusive of all taxes, duties, octroi, transportation charges etc. except GST.

The prices should be given as per the format given in price schedule.

- a) All prices should be in Indian Rupee (INR).
- b) The amount should be written both in figures and in words.
- c) The tenderer should quote profit percentage for all the items mentioned in the BOQ in xls format. The tenders not quoting profit percentage for all the items are liable to be rejected.
- d) The bids for the works shall remain open for acceptance for a period of 60 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to government, then the Government shall without prejudice to any other right or remedy, Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

## **9. Non-conformities between the figures and words of the Quoted Prices:**

Sometimes non conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of as indicated below:

- a) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.



## 10. Evaluation of Tenders

The tenders will be evaluated on the basis of eligibility criteria, specifications as given the tender document.

a) The Technical Bids will be evaluated based on the track record and past experience of the firm in providing similar works/supply to Government/Public Sector Undertaking and Non-Government Agencies. The weight age for the technical evaluation shall be assigned as under:

S.No.	Details	Maximum Marks
1.	Previous experience of agency in providing similar category of works/supply to Government/Public Sector Undertaking and Non-Government Agencies (10 marks to be assigned per year of previous experience)	50 marks
2.	Clean track record of the Firm during the last two years (10 marks per year if no show-cause notice/debarment notice received (no marks will be assigned for the year during which show-cause notice/debarment notice was received) (A self-certificate for clean track record during the last three years should be enclosed)	20 marks
3.	Financial status (Profit or loss of the firm during the previous three financial years) (10 marks for each year if there was profit as per the audited accounts)	30 marks.

b) **The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per eligibility criteria of tender document and such bidders who score a minimum of 70 marks in the technical evaluation.** Further, in case the same lowest rate is quoted by more than one eligible firm, the selection will be based on the marks obtained by them at the time of Technical Bid analysis. In case of same marks obtained in the technical bids by more than one eligible firm, preference would be given to that tenderer who has maximum number of experiences providing Similar Services exclusively to the Government Departments and Public Sector Undertaking & having certificates issued by those Government Departments and Public Sector Undertaking for satisfactory completion of Similar Services.

The Competent Authority does not bind himself to accept the lowest or any other tender.

## 11. Award of Work

Within Fifteen (15) days of the receipt of notification of award from the Purchaser, the successful tenderer shall sign the contract agreement as given at Chapter 5 and furnish the specified performance Guarantee.

However, Government Departments and Public Undertakings are exempted from furnishing this Guarantee.

## 12. Visit to Work Place by Tenderer

The proposed site of work will be all along the river Ram Ganga starting from D/s of Kalagarh Dam to Moradabad under the jurisdiction of MGD-II, CWC, Lucknow. Tenderer are encouraged to inspect and examine the work place (as per schedule of requirement) 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 work place whether he/she inspects the site or and



*TENDER FOR MORPHOLOGICAL SURVEY ON 160 KM NEW STRETCH OF RIVER RAMGANGA FROM D/S OF  
KALAGARH DAM TO MORADABAD UNDER MGD-II, CWC, LUCKNOW*

no extra payment/compensation consequent upon any misunderstanding/miss-happening or otherwise shall be allowed.

### **13. Scope of Work :-**

- i. Construction of D-Type Bench Mark (as per Drawing) @ 10 Km interval along River length.
- ii. Double Levelling Survey for control points starting at D/S of Kalagarh Dam to Moradabad.
- iii. River Cross Section Survey (Starting from D/S of Kalagarh Dam to Moradabad at every 10 km) and preparation of maps in requisite scales to supply them in both soft and hard formats with four copies complete with original data.
- iv. The survey work may be carried out using precise survey equipment (combination of Electronic Total station & DGPS) and the original file containing data may also be submitted to this office.

### **14. Bio Data Sheet**

#### **1. GENERAL**

i). Name and address of the purchaser: Middle Ganga Division-2, Central Water Commission, 2<sup>nd</sup> Floor Hall No. 3 Kendriya Bhawan Aliganj Lucknow-226024(UP)

ii). E-Tender number:

, Dated:

iii) The Contractor must have working in the area of morphology survey in river.

iv) Average Annual financial turnover of related services during the last three years, ending up to 31st March of the financial year (2020-21), should be equal to 06 Lakhs

#### **2. PREPARATION OF BIDS**

- i). The price quoted by the bidder shall be fixed.
- ii). Tenders shall remain valid for 90 days after the date of tender opening. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

#### **3. SUBMISSION OF BIDS**

i). Only online bids through e-tendering web portal of <https://eprocure.gov.in/eprocure/app> shall be accepted. No offline bid shall be acceptable.

ii). Last date and time for bid submission is 15/02/2022 up to 1500hrs.

#### **4. BID OPENING AND EVALUATION**

i). The Technical bid of the tender will be opened online at 1600 hrs on 16/02/2022 in presence of the tenders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in this office. The time of opening of financial bids will be intimated later.

#### **5. SETTLEMENT OF DISPUTES**

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



## Chapter 2. Conditions of Contract

### ***Definitions & Interpretations***

**Goods/Work** mean morphological Survey on 160 km (New) stretch of River- Ram Ganga from D/s of Kalagarh Dam to Moradabad under MGD-II, CWC, Lucknow.

**EE, MGD-2, CWC**, means Executive Engineer, Middle Ganga Division-2, Central Water Commission, Lucknow under Upper Ganga Basin Organization, CWC.

**Contract** means the agreement reached by the Purchaser and the Supplier for the purpose of the goods mentioned in this document. All documents, letters, correspondences exchanged for this work shall be the part of the contract.

**Contract Price:** The cost of goods identified in the Supplier proposal is included in the Contract Price in their entirety. This will include such additions/ deductions made under variation order as allowed under this contract.

**Notices** shall be deemed to include any approvals, consents, Instructions, certificates and clarifications to be given under this contract.

**Purchaser:** The President of India through the Executive Engineer, Middle Ganga Division-2, Central Water Commission, Kendriya Bhawan, Lucknow.

**Contractor:** The Contractor is the agency of the successful tenderer with whom the purchaser enters into a contract for the supply of goods detailed in this document.

**The Execution Period** is the period during which the Contractor is liable to provide goods without any additional cost to the purchaser.

**Non-Responsive tender:** Any tender not meeting all the requirements mentioned in the tender document.

### ***Interpretations***

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

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

## ***Supplier's responsibilities and Obligations***

- (i) The Contractor is responsible for conducting all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art(Combination of Total Station and DGPS) methods and economic principles and exercising all reasonable means to achieve the performance specified in the Contract.
- (ii) The Contractor is obliged to work closely with the Purchaser and abide by directives that are consistent with the terms of the Contract.

## ***Purchaser's responsibilities***

- (i) The purchaser will ensure the accuracy of all information.
- (ii) The purchaser will ensure the availability of sites for supply of equipment's.
- (iii) The purchaser does not bind himself to accept the lowest tender.

## ***Duration of contract***

The completion period will be 60 days from commencement of work. The works should be completed in 60 days (days/months/weeks) from the date of this Agreement, i.e. by ..... [dd/mm/yyyy], referred to as the Intended Completion Date. In exceptional circumstances, the time period/Intended Completion Date stated in this clause may be extended in writing by mutual consent of both the parties.

After completion of the works, the Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

The Employer shall take possession of the site and the Works within seven (7) days of the Engineer issuing a Certificate of successful Completion.

## ***Programme of work***

- (i) Immediately after the signing of the contract, the Contractor shall make necessary arrangements for starting of work to the ground of work of the purchaser as identified in Chapter 3, Schedule A.
- (ii) The time allowed for carrying out the supply & work will be 60 days from the date of commencement of work in accordance with the phasing, if any, indicated in the tender documents.



## ***The description of the work is as follows:-***

### **"Morphological Survey related work on river Ram Ganga under MGD-2, CWC, Lucknow"**

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as 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 bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and he 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 the Government and local conditions and other factors having a bearing on the execution of the work.

## ***Confidentiality***

- (i) The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- (ii) Any document, other than the Contract itself, shall remain the property of the Purchaser and all copies thereof shall be returned to the Purchaser on termination of the Contract.
- (iii) The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in this document except for purpose of performing the Contract.
- (iv) The Purchaser shall not, without the Contractor's prior written consent, disclose any documents, data or other information furnished by the Contractor in connection with the Contract, and clearly identified in advance by the Contractor as being confidential, to parties not directly involved in the project(s) covered by the Contract.



## **Other Conditions of Contract:**

- (i) The work shall be carried out strictly in accordance with CPWD (Civil) Specifications 2009, Vol.-1 & 2 as corrected upto date and as per instructions of the Engineer-in-Charge. All material shall be got approved from Engineer-in-Charge or its representative before use.
- (ii) The work shall be carried out in engineering like manner. A combination of DGPS and Total station may be used for the surveying works. The bad workmanship will not be accepted and defects shall be rectified at contractor's cost to the satisfaction of the Engineer-in-Charge.
- (iii) Soft copy (both in original & Excel file) & hard copy of survey works and river cross section to be done should be submitted to Executive Engineer, MGD-II, CWC, Lucknow.
- (iv) The security of material/equipment at the site shall be the responsibility of the contractor till handing over of site to the department.
- (v) The contractor or his representative is bound to sign the site order book as and when required by the Engineer-in-Charge and to comply with the remarks therein.
- (vi) The entire construction/erection shall be at the risk and responsibility of the contractor until these are inspected and handed over to the department.
- (vii) Prices: The prices quoted by the firm shall be inclusive of all taxes and duties. No concessional/exemption certificate will be issued. Deduction of Income Tax & other applicable Tax at source shall be made while releasing payment through final bills as applicable. The makes for items shall be as per Schedule of quantity attached. However, the Engineer-in-charge shall reserve the right to instruct the contractor to remove any make of the material which, in his opinion, is not as per specifications.
- (viii) Contractor shall preserve the copies of invoices, test certificates, gate passes etc. to prove the genuineness of material/purchases. The responsibility of procurement of genuine material of the works shall rest with the contractor.
- (ix) Contractors are advised to visit the proposed work site before quoting rates for determining site conditions and ground levels etc. No claim or argument shall be entertained in this regard at later stage.
- (x) The Department will not be responsible for any injury sustained to the Agency workers during the performance of their duties at site and also for any damage or compensation due to any dispute between the Agency and its workers. If any incident / accident happens during the work at site, the department will not be held responsible for the same. It is the responsibility of the firm / agency to provide sufficient insurance coverage / compensation as per the latest rules in force.
- (xi) If the contractor or his work people or servants shall break, deface injure or destroy a building, road, road clubs, fence enclosure, water pipes cables drains, electric or telephone posts or wires, trees, grass land of cultivated ground contiguous to the place where the works being done, he shall make good the same at his own expense and in the event or his refusing or quailing to do so the damage shall be required at his expense by the Engineer-in-charge, who shall deduct the cost from any sums due, or which may become due to the contractor.
- (xii) The contractor shall pay not less than fair wage to labourers engaged by him on the work.





- (xiii) In every case in which by virtue of the provision of Section 12 Sub Section (1) of the workman "Compensation Act, 1923. Govt is obliged to pay compensation to a worker employed by the contractor, in execution of the works Government will recover from the contractor the amount of the compensation so paid and with prejudice to the rights of Govt. under Section 12, Sub Section (2) of the said Act Government shall be at liberty to recover such amount or any part thereof by deducting if from the security deposit or from any sum due by Govt. to the contractor whether under this contract or otherwise. Government shall not be bound to contract any claim made against it under Section 12 Sub Section (1) of the said Act. Except on the written request of the contractor upon his giving to Government full security for all costs for which Govt. might become liable in consequence of contesting such claim.
- (xiv) The contractor shall work under overall control of the Executive Engineer, Middle Ganga Division - II, CWC, Lucknow. The quantity indicated under schedule of work is tentative which can be increased or decreased.
- (xv) Work must be carried out under supervision of contractor's Engineer.
- (xvi) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India.
- (xvii) The quantity shown in tender document is approximate and this quantity may increase or decrease as per the requirements without any change in unit price or other terms and conditions.
- (xviii) The net rate quoted per item/unit of goods shall be for CIP, destination, which should include all taxes (GST etc), insurance, freight charges, etc. while quoting a rate, this point should be kept in mind.
- (xix) Work to be done should be of good quality and as per technical specifications.
- (xx) The bidder shall carefully study and understand all the bid specifications, commercial, technical and general conditions.
- (xxi) Incomplete tenders/tenders without EMD by the bidder shall be rejected.
- (xxii) Any correction or error, the quotation should be duly authenticated by the person signing the quotation, overwriting should be avoided.
- (xxiii) Any kind of canvassing in regard of the offered stores after submitting tender will be treated as disqualification.
- (xxiv) The work should be done as per Govt. rules & regulations.
- (xxv) The competent authority on behalf of President of India does not bind itself to accept the lowest or any tender and reserves its right to reject or postponed any or all of the tenders received without the assignment of any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- (xxvi) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- (xxvii) The purchaser reserves the right to reject any tender on the basis of inferior quality.
- (xxviii) The bidder should be compulsory to visit the place of site before submit online bid.



## **Penalty**

In case the supplier is unable to perform the works in time then penalty of Rs.1000.00 per day, subject to maximum 10% of contract amount will be deducted from the performance guarantee/security deposit/bills.

## **Force Majeure**

- (i) For purposes of this Clause, "Force Majeure" will mean an event beyond the control of the Contractor and not involving the Contractor's fault or negligence. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (ii) If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor 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.
- (iii) 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.
- (iv) No claim or increased costs are entertained attributable to the Force Majeure.

## **Contract Price**

Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account and shall be inclusive of all taxes, duties, octroi, transportation charges etc. The transportation of goods is the responsibility of the tenderer. No extra charges are payable on this account. The prices should be given as per the format given in price schedule.

## **Terms of Payment**

The method and conditions of payment to be made to the Contractor under this Contract shall be as follows.

- (i) 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.
- (ii) Interim payment can be made against running bills on written request of the contractor in stages of completion of 30% & 60% of the physical work.



## **Deductions from the bill:**

- (iii) Security Deposit @ 2.5 % shall be deducted from each running bills.
- (iv) The Income tax as applicable shall be deducted at source from the bill.
- (v) GST @ 2% shall be deducted from each running bills.

## **Payment upon Termination**

- I. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.
- II. If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

## **Taxes and Duties**

All the existing and new taxes, levies, custom and other charges levied on the goods and services rendered by the Contractor shall be borne by the Contractor only within the quoted rates.

## **Advances**

No advance payment is payable under this contract.

## **Observance of Law**

- (i) The contract shall be construed and operated as an Indian contract and as per Indian laws applicable from time to time.
- (ii) The parties to the contract shall protect and indemnify each other against all claims or liabilities arising from the action of a violation of all such laws.
- (iii) Contractor shall observe all laws related to the supply of goods of both Government of India and Government of Delhi as applicable from time to time.

## **Termination of Contract**

### **(i) For Purchaser's convenience**

The Purchaser can terminate the contract at any time by giving a notice of 7 days to the Contractor. The Contractor shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived.

**(ii) For Contractor's Default**

The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract

- a. If the Contractor becomes bankrupt or insolvent;
- b. If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract;
- c. If the Contractor neglects its obligations under this contract;
- d. If the contractor has furnished any false document.

The Purchaser may without prejudice to any other right issue a notice of termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the Contractor to carry out a specified work may be sufficient grounds for termination of the contract by the purchaser.

**(iii) Termination by Contractor**

- a. The Contractor can terminate the contract with 15 days' notice only in case:
- b. The Contractor is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.

## **Liquidated Damages**

**(iv) Penalty for faulty goods:**

- a. The purchaser has the right to return back any goods which are not as per the specifications and the same has to be replaced by the supplier, failing which his performance guarantee will be forfeited.
- b. Notwithstanding the provisions of tender document, the Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or another failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## **Notices**

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered post or speed post.

## **Disputes**

The decision of the Purchaser shall be final regarding the quality of works the other aspects arising out of the goods shall only be referred as Disputes. The Contractor may address its intention with





evidence for the settlement of the dispute in writing to the Purchaser. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

## ***Settlement of Disputes***

All disputes or differences between the Parties to this agreement, meaning or effect of this agreement of the respective rights and liabilities of the parties hereto or their enforcement there under, shall be referred as per the provision of the Indian Arbitration Act and only the courts in New Delhi shall have jurisdiction in all matter arising out of or connected with the agreement.

## Chapter 3: Schedules of Requirement

### SCHEDULES

Schedule 'A'	Schedule of Quantities (Enclosed)
Schedule 'B'	Not applicable
Schedule 'C'	Not applicable
Schedule 'D'	Not applicable
Schedule 'E'	Reference to General Conditions of contract

**Name of work:** Morphological Survey on 160 km (New) stretch of River-Ram Ganga from  
D/s of Kalagarh Dam to Moradabad under MGD-II, CWC, Lucknow

**Estimated cost of the work:** Rs.1144832/-

**Earnest Money Deposit:** Rs.22897/-

**Performance Guarantee:** 3% of Tendered value

**Security Deposit:** 2.5% of running account bill.

**Schedule 'F' :**

**General Rules & Directions:** Officer Inviting Tender - Executive Engineer, Middle Ganga  
Division-2, Central Water Commission, Kendriya Bhawan, Lucknow.

#### Definitions:

2 (v)	Engineer-in-charge	Executive Engineer, Middle Ganga Division-2, Central Water Commission, Kendriya Bhawan, Lucknow.
2 (viii)	Accepting Authority	Superintending Engineer (HOC), CWC, Dehradun
2(x)	Percentage of cost of labour to cover all overheads	15%
2(xi)	Standard Schedule of Rates	Not applicable
2(xii)	Department	Central Water Commission
9(ii)	Standard CPWD Contract Form GCC 2014, CPWD form 7/8 as modified & corrected upto:	GCC 2014, CPWD form 8.
	Clause I	
	(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	7 days





*TENDER FOR MORPHOLOGICAL SURVEY ON 160 KM NEW STRETCH OF RIVER RAMGANGA FROM D/S OF  
KALAGARH DAM TO MORADABAD UNDER MGD-II, CWC, LUCKNOW*

(ii) Maximum allowable extension with late fee @0.1% per day of performance guarantee amount beyond the period provided in (i) above.	15 days
Clause 2A	
Authority for fixing compensation under clause 2	Superintending Engineer (HOC), CWC, Dehradun
Whether Clause 2A shall applicable	No
Clause 5	
Number of days from date of issue of letter of acceptance for reckoning date of start	8 days
Clause 6 or 6A	
Clause applicable (6 or 6A)	6
Clause 7	
Gross work to be done together with net payment / adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment	Rs. 1,00,000/- lakh
Clause 10A	Not applicable
Clause 10B	Not applicable
Clause 10C	Not applicable
Clause 10CA	Not applicable
Clause 10CC	Not applicable
Clause 11	
Specifications to be followed for execution of work	As per specification mentioned in Tender Document
Clause 12.2, 12.3 & 12.5	Not applicable
Clause 16	
Competent authority for deciding the reduced rate	Superintending Engineer (HOC), CWC, Dehradun
Clause 18	Not applicable
Clause 25	
Competent Authority for Dispute Redressal Committee (DRC)	Chairman: Chief Engineer(UGBO) Member: SE(HOC), Dehradun Member: EE(MGD-2)
Clause 36	Applicable

Clause 42	Not applicable
i. a) Schedule/ statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2013 printed by CPWD	Not applicable

*TENDER FOR MORPHOLOGICAL SURVEY ON 160 KM NEW STRETCH OF RIVER RAMGANGA FROM D/S OF  
KALAGARH DAM TO MORADABAD UNDER MGD-II, CWC, LUCKNOW*

ii Variations permissible on theoretical quantities		
a	Cement for works with estimated cost put to tender not more than 5 lakhs.	Nil
	For works with estimated cost put to Tender is more than 5 lakhs	Nil
B Bitumen all works		Nil
c	Steel reinforcement and structural steel Sections for diameter, section and category.	Nil
d All other materials		Nil

**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION**

S. No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond permissible variation
1	Cement	NA	NA
2	Steel Reinforcement	NA	NA
3	Structural sections	NA	NA





## SCHEDULE 'A': - SCHEDULE OF QUANTITIES WITH SPECIFICATIONS

Following items are required to be supplied under this contract

Sl. No.	Particulars of item	Unit	Qty	Remark
1	Construction of D-Type Bench Mark (As per drawing attached)	Nos.	17	
2	Double Levelling Survey for control points starting at Kalagarh Dam to Moradabad	Km.	160	
3	River Cross Section Survey (Starting from Kalagarh Dam to Moradabad at every 10 km) 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 River span from 101 to 1000 m.	Nos.	17	

Note: The survey work may be carried out using precise survey equipments (combination of Electronic Total station & DGPS) and the original file containing data may also be submitted to this office.

## Chapter 4: Technical & Financial Bids

### Technical Bid

**TITLE OF TENDER:** Morphological Survey on 160 km (New) stretch of River-Ram Ganga from D/s of Kalagarh Dam to Moradabad under MGD-II, CWC, Lucknow

**NIT NO:** .....

Sl. No.	Particulars	To be filled by the tenderer
1.	Name of the bidder	
2.	Postal Address of the Bidder	
	Phone:	
	Mobile:	
	Fax:	
	Email:	
3.	Is your firm registered (Attach Photocopy as a proof and mention page no. of Technical Bid)	<input type="checkbox"/> <input type="checkbox"/>
Tick as applicable Registered with Central Govt./State Govt./ Govt. undertakings		
4.	Date of establishment of the agency (Attach proof and mention page no. of concerned document of Technical Bids)	
5.	Income Tax Permanent Account Number (PAN) (Attach proof and mention page no. of concerned document of Technical Bids)	
6.	Income Tax return filed for last three Financial years (Attach proof and mention page no. of concerned document of Technical Bids)	



*TENDER FOR MORPHOLOGICAL SURVEY ON 160 KM NEW STRETCH OF RIVER RAMGANGA FROM D/S OF  
KALAGARH DAM TO MORADABAD UNDER MGD-II, CWC, LUCKNOW*

7.	GST Registration number (Attach proof and mention page no. of concerned document of Technical Bids)	
8.	Whether similar work as mentioned in the eligibility criteria were executed by the firm? (Attach completion certificates and mention page no. of concerned document of Technical Bids))	
9.	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) (Attach undertaking in this regard and mention page no. of concerned document of Technical Bids)	
10.	Length of experience in the field (Attach proof and mention page no. of concerned document of Technical Bids)	
9.	Experience in dealing with Govt. Departments (indicate the names of the Departments and attach copies of award of works/completion certificates) (Attach list and mention page no. of concerned document of Technical Bids)	
10.	Whether agency profile is attached? (Attach profile and mention page no. of concerned document of Technical Bids)	
11.	List of present clients (Attach list and mention page no. of concerned document of Technical Bids)	
12.	Financial turnover of the tendering company/firm/agency for the last 3 assessment year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached) (Attach audited Balance Sheets of last three financial years and mention page no. of concerned document of Technical Bids)	
13.	Bid Security/EMD (Attach signed and scanned copy )	
14.	Tender acceptance letter	

*TENDER FOR MORPHOLOGICAL SURVEY ON 160 KM NEW STRETCH OF RIVER RAMGANGA FROM D/S OF  
KALAGARH DAM TO MORADABAD UNDER MGD-II, CWC, LUCKNOW*

	(Attach duly signed tender acceptance letter and mention page no. of concerned document of Technical Bids)	
15.	Signed copy of Tender Document accepting all the terms and conditions. (Attach and mention page no. of concerned document of Technical Bids)	
16.	Principal place of business: Power of attorney of signatory of Bid[Attach copy]	
17	Signed and scanned true copy of undertaking (self-certificate) on company's letterhead of having clean track record of the firm during the last three years.	
18	Signed and scanned true copy of undertaking that the Bidder should not have any Litigation pending in any court of law. An undertaking on company's letterhead should be submitted for the same.	
19.	Work performed as prime contractor (under the same name of the Bidder) on works of a similar nature over the last three years.	
20.	Evidence of access to financial resources to meet the requirement of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.	
21.	Name, address, and telephone, telex, and fax numbers of the Bidder's bankers who may provide references if contacted by the Employer.	

Signature of the Bidder

Seal





*TENDER FOR MORPHOLOGICAL SURVEY ON 160 KM NEW STRETCH OF RIVER RAMGANGA FROM D/S OF KALAGARH DAM TO MORADABAD UNDER MGD-II,  
CWC, LUCKNOW*

**FINANCIAL BID**

**Title of Tender: Morphological Survey on 160 km (New) stretch of River-Ram Ganga from D/s of Kalagarh to Moradabad under MGD-II, CWC, Lucknow.**

**NIT No: .....**

**Name of Bidder:**

**Address of Bidder:**

Sl. No.	Particulars of item	Unit	Qty	Unit Rate offered in (Rs)	GST in (Rs)	Amount without GST	Total Amount including GST (in Rs)
1	Construction of D-Type Bench Mark (Detailed estimate is as per Annexure-I)	Nos.	17				
2	Double Levelling Survey for control points starting at D/s of Kalagarh Dam to Moradabad	Km.	160				
3	River Cross Section Survey (Starting from D/s of Kalagarh Dam to Moradabad at every 10 km) 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 River span from 101 to 1000 m.	Nos.	17				
<b>Total (Including all taxes)</b>							
<b>(In Words)</b>							

## Chapter 5:

### Special Instruction to the Contractors/ Bidders for the e-submission of the bids online through this e-procurement Portal:

1. Government of India has made it mandatory to make all procurement with estimated value of Rs. 2 lakh or more through e-procurement mode. For conducting e-procurement, Central Water Commission has decided to use the CPP portal of NIC. **Bids may be submitted online at Central Public Procurement (CPP) Portal URL [www.eprocure.gov.in](http://www.eprocure.gov.in) only.**
2. For online submission of bids on CPP portal, bidders need to register with CPP. Bidders are advised to follow the instruction provided in the Instructions to the Contractors/ Tenderer for the e-submission of the bids online through CPP portal. For any help, CPP helpdesk may be contacted:

CPP portal Helpdesk	
For any technical related queries please call at 24x7 Help Desk Number	0120-4200462 0120-4001002 0120-4001005 0120-6277787 International Bidders are requested to prefix +91 as country code Additional Help Desk Number 0120-4001005
E-mail ID	Technical- <a href="mailto:support-eproc@nic.in">support-eproc@nic.in</a> Policy Related- <a href="mailto:cphp-doe@nic.in">cphp-doe@nic.in</a>
Buyer Organization Name Contact	
Central Water Commission Contact Person	The Executive Engineer, Middle Ganga Division-2, Central Water Commission, 2 <sup>nd</sup> Floor Hall No. 3, Kendriya Bhawan, Lucknow.
Telephone/ Mobile	0522-2325526 [between 09:30 hrs to 17:00 hrs on working days]
E-mail ID	<a href="mailto:eemgd2-cwc@gov.in">eemgd2-cwc@gov.in</a>

3. Bidders should do online enrolment in this portal using the option Click here to enroll available in the home page. Then the Digital Signature enrollment has to be done with the e- token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudharaCA/GNFC/IDRBT/MtnIustline/SafeScrpt/TCS.
4. Bidder then logs into the portal giving user id/password chosen during enrolment.
5. The e-token that is registered should be used by the bidder and should not be misused by others.
6. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
7. The Bidders can update well in advance, the documents such as certificates, purchase



- order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
8. After downloading/ getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
  9. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender, Bidders are allowed to enter the Bidder name and values only.
  10. If there are any clarifications, this may be obtained online through the e-procurement portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
  11. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
  12. Bidder should arrange for the Bid-Securing Declaration form as specified in the tender. The original should be posted/ couriered/ given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
  13. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
  14. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
  15. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the memory available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
  16. It is important to note that, the bidder has to click on the freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/ Invalid bids and are not considered for evaluation purposes.
  17. In case of offline payments, the details of the document submitted physically to the department and the scanned copies furnished at the time of bid submission online should be the same otherwise the tender will be summarily rejected.
  18. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
  19. The bidders may submit the bid documents online made only, through this portal, offline documents will not be handled through this system.
  20. At the time of freezing the bid, the e-procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid number, date and time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.



*TENDER FOR MORPHOLOGICAL SURVEY ON 160 KM NEW STRETCH OF RIVER RAMGANGA FROM D/S OF  
KALAGARH DAM TO MORADABAD UNDER MGD-II, CWC, LUCKNOW*

21. After, the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
22. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
23. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bids is liable to be rejected.
24. The time that is displayed from the server clock at the top of the tender portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-procurement portal. The time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
25. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
26. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
27. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**)

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## Chapter 6

### Proforma for Bank Guarantee, & Tender Acceptance

#### Form 1: MODEL PERFORMANCE GUARANTEE FORMAT

To

The President of India

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (hereinafter called as "the Supplier") has undertaken, in pursuance of Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ to Morphological Survey On 160 Km New Stretch of River Ramganga From D/S Of Kalagarh Dam To Moradabad Under MGD-2, CWC, Lucknow (hereinafter called as "the contract");

AND WHEREAS it has been stipulated, *inter-alia*, in the said contract that the supplier shall furnish you with a Performance Guarantee (hereinafter called as "Guarantee") by a Scheduled Commercial Bank for the sum specified therein as performance security for compliance with its obligations in accordance with the contract.

AND WHEREAS WE \_\_\_\_\_ (indicate the name and address and other particulars of the Bank) (hereinafter called as 'the Bank') at the request of the Supplier hereby irrevocably and unconditionally Guarantee to you to pay the sum of an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any failure in its performance obligation by the Supplier as per the contract.

NOW, THEREFORE, WE hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, 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 any demur, protest, contest, 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 supplier 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

*TENDER FOR MORPHOLOGICAL SURVEY ON 160 KM NEW STRETCH OF RIVER RAMGANGA FROM D/S OF  
KALAGARH DAM TO MORADABAD UNDER MGD-II, CWC, LUCKNOW*

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 \_\_\_\_ 20\_\_\_\_.

(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



**Form 2: TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,

The Executive Engineer  
Middle Ganga Division-2,  
Central Water Commission  
Kendriya Bhawan, Lucknow.

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:** NIT No. ....

**Name of Tender/Work:** Morphological Survey on 160 km (New) stretch of River-Ram Ganga D/s  
of Kalagarh Dam to Moradabad under MGD-II, CWC, Lucknow.

**Dear Sir,**

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned  
'Tender/Work' from the web site(s) namely: \_\_\_\_\_

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the tender document of above mentioned work  
(including all documents like annexure(s), schedule(s), etc.), which form part of the contract  
agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your Division/ organization, if any, too have also  
been taken into consideration, while submitting this acceptance letter.

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

5. In case any provisions of this tender are found violated, your Division/ organisation shall be at  
liberty to reject this tender/bid including the suspended from being eligible for bidding in any  
contract with the Purchaser for the period of time of three years 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)



## Chapter 7:

### Proforma for Contract Agreement

#### Contract/Agreement Form

This Contract/Agreement (Agreement no. No.....) made on the \_\_\_\_\_ day of \_\_\_\_\_ 2021 between the Executive Engineer (for and on behalf of the President of India), Central Water Commission, Middle Ganga Division-2, Kendriya Bhawan, Lucknow (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 on 160 km (New) stretch of River-Ram Ganga from D/s of Kalagarh Dam to Moradabad under MGD-II, CWC, Lucknow"** (hereinafter called "the works") and the First Party has accepted the Bid by the Second Party for a contract price of Rs..... (Rupees.....) 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 **"Morphological Survey on 160 km (New) stretch of River-Ram Ganga from D/s of Kalagarh Dam to Moradabad under MGD-II, CWC, Lucknow"**, in conformity in all aspect with the provisions of the contract.
2. The First Party hereby covenants to pay the Second Party in consideration for **"Morphological Survey on 160 km (New) stretch of River-Ram Ganga from D/s of Kalagarh Dam to Moradabad under MGD-II, CWC, Lucknow"**, the contract rate or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.
3. 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 duly signed;
  - b) Amendments/Corrigendum to the tender document, if any;
  - c) Letter of the contractor submitting the tender;



*TENDER FOR MORPHOLOGICAL SURVEY ON 160 KM NEW STRETCH OF RIVER RAMGANGA FROM D/S OF  
KALAGARH DAM TO MORADABAD UNDER MGD-II, CWC, LUCKNOW*

- 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)

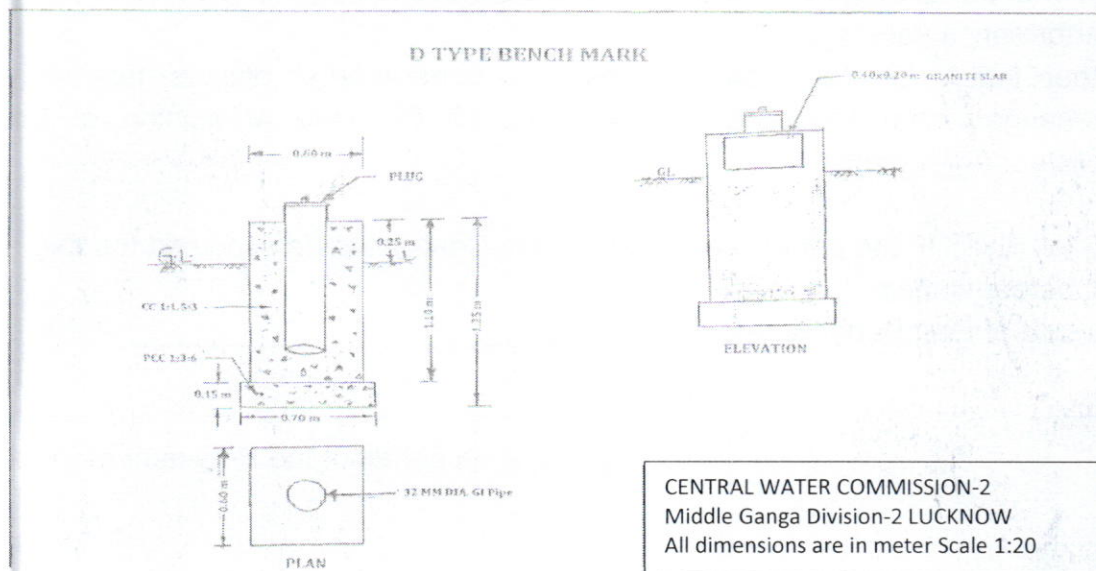
(1)

(2)



## Chapter 8: Drawing of D-type Bench Mark

“Morphological Survey on 160 km (New) stretch of River-Ram Ganga from D/s of  
Kalagarh Dam to Moradabad under MGD-II, CWC, Lucknow”



Drawing of 'D' Type Bench Mark



TENDER FOR MORPHOLOGICAL SURVEY ON 160 KM NEW STRETCH OF RIVER RAMGANGA FROM D/S OF  
KALAGARH DAM TO MORADABAD UNDER MGD-II, CWC, LUCKNOW

Plan of 160 Km stretch from Kalagarh Dam to Moradabad

