



पत्रांक : MGD-3/5/7A/HQ/VARA/2024/ 2450-54

Date - 22/8/2024

निविदा आमंत्रण सूचना/Notice Inviting Tender

मध्य गंगा मण्डल -3 सीडब्ल्यूसी, वाराणसी के अंतर्गत साइट पर सभी सहायक उपकरणों के साथ नाव के ट्रांसम पर 25 एचपी के प्रावधान के साथ 01 नग स्टील नाव की आपूर्ति के लिए ई-निविदा ।

E-TENDER FOR SUPPLY OF 01 NOS. STEEL BOATS WITH PROVISION OF 25 HP AT TRANSOM OF BOAT WITH ALL ACCESSORIES TO SITES UNDER MIDDLE GANGA DIVISION-3 CWC, VARANASI.

On behalf of the President of India ,Executive Engineer Middle Ganga Division-3 Central Water Commission ,Varanasi invites online bids for tendering from the eligible contractors.

1	Name of Work	Supply of 01 Steel Boat with Provision of 25 HP OBE at transom of boat to sites under Middle Ganga Division-3 CWC, Varanasi.
2	Earnest Money	Rs 14,500/-
3	Cost of Tender	Rs 500/-
4	Estimated Cost	Rs 4,82,667/-
5	Delivery Period	60 days from the date of Work order

2. Tender documents can be downloaded from the Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>

CRITICAL DATE SHEET

Date of Publishing	22.08.2024,18.00
Bid Document Download Date	22.08.2024,18.00
Bid Submission Start Date	22.08.2024,18.05
Pre bid meeting date	28.08.2024,11.00hrs
Bid clarification close date	02.09.2024,15.30
Bid Submission End Date	02.09.2024,16.00hrs
Bid Opening Date	03.09.2024,16.30hrs

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

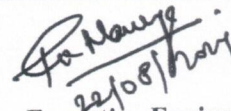
4. The bidder should full fill the following eligibility criteria:

- Should be an authorized dealer/distributor/manufacturer of such *items(copy of dealership/distributor may be appended).*
- Should be a Government registered Firm/Agency.
- Should have a valid GST number.
- Should have a valid PAN number.
- Should have successfully supplied steel Boats to any Govt/PSU (Supporting documents shall be appended so that same can be verified).

f. In compliance with Pubic Procurement(Preference to Make in India), Order 2017-Revision dated:16.09.2020,Only Class-I local supplier with minimum 50% local content shall be eligible to this tender. The bidder should submit a self-certification that the local content requirement of minimum 50%is satisfied and should also indicate the percentage of local content

5. The location for Supply at Site Prayagraj Chhatnaag under MGD-3,CWC, Varanasi.

9. Bidders are advised to check the CPPP website <https://eprocure.gov.in/eprocure/app> at least 1 day before the closing date of submission of tender for any corrigendum, addendum, or amendment to the tender document.
10. Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 issued by Department for Promotion of Industry and Internal Trade on Public Procurement (Make In India) Shall be valid on this tender.
11. Purchase preference to Micro and small enterprises as defined in Public procurement policy for MSEs order 2012 dated 23.03.2012 is valid on this tender. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1- 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total QUANTITY. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.
12. Tender Fees and Bid Security: The Tender fees of Rs.500/- and Earnest Money (Bid Security), Rs. 14500/- (Bid Securing declaration needs to be submitted).
13. The firm, whose bid is accepted, will be required to furnish a performance guarantee of 3% (three percent) of the tendered amount within the period specified in Schedule 'F'. This guarantee shall be in the form of deposit at call receipt of a scheduled bank/ fixed deposit receipt of a scheduled bank/ demand draft of scheduled bank/ bank guarantee issued by a scheduled bank in accordance with the prescribed form. In case the firm fails to deposit the said performance guarantee within the period as indicated in Schedule "F" including the extended period if any, the contractor will be suspended from being eligible for bidding in any contract with the Purchaser for the period of five years.
14. Tenders in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
15. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reasons.
16. All bids in which any of the prescribed conditions are not fulfilled or any condition including that of the conditional rebate is put forth by the bidders shall be summarily rejected.
17. Canvassing whether directly/ indirectly, in connection with tender is strictly prohibited and the tender submitted by a Tenderer who resorts to canvassing is liable to rejection.
18. The competent authority on behalf of the President of India reserves to himself the right of accepting the whole or any part of the bid and the bidder shall bound to perform the same at the rate quoted.
19. Validity Period of Tender: The offer for the work shall remain valid for acceptance for a period of 90 (Ninety) days from the date of opening of online bids.
20. If any firm withdraws its bid before the said period or issues of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, the bidders shall not be allowed to participate in the re-bidding process of the work.
21. It is suggested that the tenderer may acquaint themselves with the requirements of the work before submitting the tender.
22. 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.
23. The signing of the Contract Agreement:
- The Notice inviting tender, all documents including General terms & conditions, any corrigendum to this tender, 'Clauses of Contract', 'Special Terms & Conditions', 'Scope of Work & Specifications' and 'Drawings', etc. (if issued by the O/o Executive Engineer, Middle Ganga Division-3 Central Water Commission, Varanasi) shall form part of the tender as issued at the time of invitation and rates quoted at the time of submission of tender and acceptance thereof together with any correspondence leading thereto.


22/09/2020
Executive Engineer
Middle Ganga Division-III.
Akashdeep, 2nd Floor, Pannalal Park
Varanasi-221002(UP)

प्रतिलिपि

1. अधीक्षण अभियंता, जल विज्ञानीय प्रेक्षण परिमंडल केंद्रीय जल आयोग वाराणसी।
2. लेखाशाखा, मध्य गंगा मण्डल 3 केंद्रीय जल आयोग वाराणसी।
3. सूचना पत्र, मध्य गंगा मण्डल 3 केंद्रीय जल आयोग वाराणसी।
4. केंद्रीय सार्वजनिक खरीद पोर्टल www.eprocure.gov.in/epublish/app.
5. केंद्रीय जल आयोग का वेबपोर्टल www.cwc.gov.in.

Tender Key Events and Dates

1.	Tender Inviting Authority Designation/ Address	Executive Engineer, Middle Ganga Division-3 Central Water Commission, 2nd Floor, Akashdeep Bhavan Pannalal Park, Varanasi-221002 E-mail: eemgd3-cwc@gov.in
2.	Mode of Submission of tender	The bids are to be submitted online through the e- procurement portal only (http://eprocure.gov.in/eprocure/app). Bids submitted manually will not be accepted. The bidders would be required to register on the website which is free of cost.
3.	Addressee and address at which documents are to be submitted.	Executive Engineer, Middle Ganga Division-3 Central Water Commission, 2nd Floor, Akashdeep Bhavan Pannalal Park, Varanasi-221002 E-mail: eemgd3-cwc@gov.in
4.	Job requirement	Supply of 01 Steel Boat with Provision of 25 HP OBE at transom of boat and all accessories to sites under Middle Ganga Division-3 CWC, Varanasi.
5.	Language(s) in which items to be printed	English
6.	Validity of the Tender	90 Days
7.	Issuance of the Tender	Bid Documents can be downloaded from CWC website http://www.cwc.gov.in or From the Central Public Procurement Portal http://eprocure.gov.in/eprocure/app
8.	Cost of Tender Document	500/-
9.	Last date & Time for submission of Bids Online	02.09.2024, 16.00hms
10.	Earnest Money Deposit amount payable	14500/- Bid securing declaration needs to be submitted.
11.	Date, Time and Place of Public Online Tender Opening Event	Online Opening of bid shall commence at 16.30 hours on 03.09.2024 On opening date, the bidder can login and see the bid opening process. After opening the bids, he/she will receive the competitor bid sheets.
12.	Delivery Period and Place	60 Days from the date of work order. delivery place is as per Page 22 SCHEDULE "A":- SCHEDULE OF QUANTITIES

INSTRUCTIONS TO TENDERERS

1. The bid prepared by the Tenderer, as well as all correspondence and documents relating to the bid exchanged by the Tenderer and the department shall be written in the English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation in the English Language shall govern.

2. Tender/Bid shall be accepted through only online mode, on CPPP e-Procurement Portal <https://eprocure.gov.in/eprocure/app>.

3. SUBMISSION OF DOCUMENTS

As part of the Technical Bid, a signed and scanned copy of the following document must be uploaded:-

- i) Copy of appropriate and valid registration certificate, valid PAN card, GST number.
- ii) Bid securing declaration.
- iii) Signed copy of similar size supply order/completion certificate/performance certificate (Govt./PSU) of Steel Boats.
- iv) The bidder shall submit specification & drawings and the literature of the equipment (Including Photos of Equipment).
- (v) Copy of filled and signed form (TENDER on page 7) declaring acceptance of tender clauses.
- vi) copy of dealership/distribution rights if not an OEM.
- vii) The bidder should submit a self-certification that the local content requirement of minimum 50% is satisfied and should also indicate the percentage of local content. The bidders who fail to satisfy this criteria will not be considered for financial bid

Note:- Bid documents may be scanned with 300 dpi with the black and white option which **helps** in reducing the size of the scanned document.

As part of the Financial Bid, the following document must be uploaded:-

- i). Duly Filled Price Bid in BoQ file format.

Note:

Bidders are required to download the BoQ file, open it and complete the blue-coloured (unprotected) cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file template is found to be modified by the bidder, the bid will be rejected.

4. Evaluation of Bids: Initially only the Technical Bids shall be opened and evaluated. If the bidder fully meets the qualifying criteria as specified in the bid document, only then his financial bid will be opened. The bids not meeting the qualifying criteria shall be deemed non-responsive. Such financial bids shall not be opened. Please, Note: Conditional bids will be summarily rejected.

5. Rate shall be quoted in Indian Rupees only.

6. The tenderer shall not contact the department on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the tenderer wishes to bring additional information to the notice of the department, it should do so in writing.

7. An affirmative determination will be a prerequisite for the award of the work to the contractor.

TENDER

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

1/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 with such materials as are provided for, by and in accordance with ,such conditions so far as applicable.

I/We agree to keep the tender open for Ninety (90)days from the due date of opening of online bids thereof and not to make any modifications in its terms and conditions.

I/We agree to furnish the prescribed performance guarantee within the prescribed period.The said performance *guarantee* shall be *a* guarantee to execute all the works referred to in the tender documents upon the terms and *conditions contained or referred to those in excess* of that limit at the rates to be determined in accordance with *the provision contained in clause 12.2 and 12.3 of GCC.*

I/We **hereby declare** that I/we shall treat the tender documents drawings and other records connected with the *work as secret/confidential document* **and** shall **not** communicate information/derived there from to any person *other than a person to whom I/we am/are authorized* to communicate the same or use the *information* in any *manner prejudicial to the safety of the State.*

Dated-

Signature of Contractor

Chapter 3-SCHEDULES

Schedule "A"	Schedule of Quantities(enclosed)
ScheduleB	Not applicable
Schedule "C"	Not applicable
Schedule "D"	Not applicable
ScheduleE'	Not applicable
Schedule'F	Reference to General Conditions of contract

Name of Work: 01 Steel Boat with provision of 25 HP OBE At transom of boat with all accessories to sites under Middle Ganga Division-3 CWC, Varanasi.

Earnest Money	Rs. 14500/- Bid securing declaration needs to be submitted.
Performance guarantee	3 % of the contract price.
Security Deposit	2.5% of the gross amount of each bill.
Office inviting tender	Executive Engineer, Middle Ganga Division-3CWC,Varanasi
Engineer in charge	Executive Engineer, Middle Ganga Division-3CWC,Varanasi
Accepting Authority	Executive Engineer, Middle Ganga Division-3CWC,Varanasi
Percentage of the cost of materials and labour to cover all overheads and profits.	Not Applicable
Standard Schedule of Rates	Not applicable
Department	Central Water Commission
Clause 1	
Time allowed for submission of Performance Guarantee from issue of letter of acceptance.	15 Days
Maximum allowable extension beyond the period (provided in 1) above	NIL
Clause 2	applicable

Authority for fixing Compensation under clause 2	Executive Engineer, Middle Ganga Division-3CWC,Varanasi
Clause 2 A(Incentive)	Not applicable
Whether Clause 2 A is applicable	No
Clause 5	
Number of days from date of issue of letter of acceptance for reckoning date of start of work	15 Days
Milestones	
Time allowed for the execution of Work	60 days
Authority to decide Extension of time	Executive Engineer, Middle Ganga Division-3CWC,Varanasi
Clause 6 & 6A (Measurement)	Clause 6 is applicable
Clause 7	
Payment on intermediate Certificate to be regarded as advances	Not applicable
Clause 10A	Not applicable
Clause 10 B(ii)	Not applicable
Clause 10CA	Not applicable
Clause 10 CC	Not applicable
Clause 11	Applicable
Specifications to be followed for execution of work	As per Scope of Supply and Terms& Conditions of Tender document
Clause 12(Deviations/Variations Extent and Pricing)	Applicable
Clause 16 (Action in case Work not done as per Specifications)	As per Scope of Work and Terms & Conditions of Tender document
Clause 42	Not applicable

Form of Bid-Securing Declaration

[The Bidder shall fill in this form in accordance with the instructions indicated.]

Date:

Bid No.: **MGD-3/5/7A/HQ/VNS/2024-25** Dated: **-14/08/2024**

To:

Executive Engineer,

Middle Ganga Division-3 Central Water Commission,

2nd Floor, Akashdeep Bhavan Pannalal Park.,

Varanasi-221002

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of *five years* starting on *[date]* if we are in breach of our obligation(s) under the bid conditions because we:

- (a) Have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid

validity, (i) fail or refuse to execute the Contract.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder

Name of the person duly authorized to sign the Bid on behalf of the Bidder

Title of the person signing the Bid

Signature of the person named above

Date signed,

*:In the case of the Bid submitted by joint.venture specify the name of the Joint Venture as Bidder
**:Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid *[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid]*

PERFORMANCE GUARANTEE (CLAUSE-1)

(i) The contractor shall submit an irrecoverable PERFORMANCE GUARANTEE of 3% (three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement. (notwithstanding and/or without prejudice to any other provisions in the contract) within 15 days of issue of letter of intent. This period can be further extended by the Engineer-in-charge up to a maximum period of 7 days on the written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call Receipt of any Scheduled bank/Bankers Cheque of any Scheduled Bank/Demand Draft of any Scheduled Bank/Pay Order of any Scheduled Bank (in case of guarantee, the amount is less than Rs.1,00,000/-) or Government Securities, or Fixed Deposit Receipts or Guarantee Bond of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of only one Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

(ii) A letter of intent shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the award letter shall be issued only after the Performance Guarantee in any of the prescribed forms is received. In case of failure by the contractors to furnish the performance guarantee within the specified period, Government shall without prejudice to any other right or remedy available in law be at liberty to forfeit the Performance Guarantee.

(iii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. (iv) The Engineer in charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:-

(a) Failure by the contractor to extend the validity of the Performance guarantee as described hereinabove, in which event the Engineer-in-charge may claim the full amount of the Performance Guarantee.

(h) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor as determined under any of the Clauses/Conditions of the Agreement, within 60 days of the service of notice to this effect by Engineer-in-charge.

(iv) In the event of the contract being determined or rescinded provisions of any of the clauses/conditions of the agreement the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In consideration of the president of India (hereinafter called "The government") having agreed under 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 the production of an irrevocable bank Guarantee for Rs (Rupees..... .Only) as a security /guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in 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 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 denies, 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..... (Rupeesonly).

3. We, the said Bank further undertakes 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, our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall have a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. 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 claim 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.

5. 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 the time of performance by the said contractors) 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 forbear 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 is 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.

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

7.We.....(indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Govt.in writing.

8.This guarantee shall be valid up to.....Unless extended on-demand by Govt.Not withstanding 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).

RECOVERY OF SECURITY DEPOSIT (CLAUSE 1A)

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit the Government of the time for making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to a security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Government by way of the Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or the form of Government Securities of fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-charge, any sum or sums which may have been deducted from, or raised by the sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above.

NOTE-1: Government papers tendered as security will be taken at 3% (Three percent) below its market price or at its face value, whichever is less.

The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

NOTE-2: Government Securities will include all forms of Securities mentioned in rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

NOTE- 3: Note 1 & 2 above shall be applicable for both Clause 1 & 1A.

CENFRAT.INFORMATION AND ADDITTONAL TERMS &CONDDTIONS OF THECONTRACT

Definitions & Interpretations

Goods: means the Hydro-meteorological/'surveying /other Equipment's and other items to be provided at the purchaser's facility under the contract.

EE: means Executive Engineer, Middle Ganga Division-3 CWC, Varanasi.

Contract: means the agreement reached by the purchaser and the supplier for the goods mentioned in this document. All documents, letters, Correspondence exchanged for this work shall be part of the contract.

Contract Price: The cost of goods identified in the supplier proposal is included in the Contract price in its 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 -3, Central Water Commission, Varanasi.

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 Period of supply 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 this contract.

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

Supplier 'responsibilities and obligations:

- a) 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 methods and economic principles, and exercising all reasonable means to achieve the performance specified in the contract.
- b) 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:

- a. The purchaser will ensure the accuracy of all information.
- b. The purchaser will ensure the availability of the site for the supply of equipment.

- c. The purchaser does not bind himself to accept the lowest tender.
- d. The equipment which does not qualify with sought technical specifications would be rejected.

Duration of Contract:

The period of operation of the contract shall be till the supply of goods to the satisfaction of the purchaser.

Program of work:

- a. Immediately after the signing of the contract, the Contractor shall make necessary arrangements for the supply of goods at the consignee locations mentioned in Schedule A - Schedule of requirements.
- b. The time allowed for carrying out the supply will be 60 days from the date of supply order in accordance with the phasing.
- 1:) The Contractor shall not, without the Purchaser's prior written consent, disclose the contractor any provision thereof, or any specification or information furnished by or on the 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 as 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 consent, make use of any document or information enumerated in this document except for purposes of performing the contract.

Others Conditions of Contract

- a) Bidders shall not be tender a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India.
- b) The quantity shown in the 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 condition=.
- c) The contractor should conduct a demonstration if required at the site/place where the equipment shall be supplied at the time and date decided by Executive Engineer, MGD-3, CWC, Varanasi.
- d) The net rate quoted per item/unit of goods shall be for purchaser destination which should include all taxes, insurance, freight charges, etc. While quoting a rate, this point should be kept in time.
- e) Goods to be supplied should be of good quality and as per technical specifications.
- f) The bidder should carefully study and understand all the bid specifications, commercial, technical and general conditions
- g) The materials should be supplied as per Govt. rules and regulations

- h) The competent authority on behalf of the President of India does not bind itself to accept the lowest or any tender and reserves, its right to reject or postpone any or all of the tenders received without the agreement 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.
- i) 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 and will be treated as disqualification.
- j) The purchaser reserves the right to reject any tender on the basis of inferior quality.

Force Majeure:

- (i) For purposes of this clause "Force Majeure" will mean any 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 Force Majeure situation arises, the contractor shall promptly notify the purchaser in writing of such condition and the causes 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 the product already delivered or services already performed.
- (iv) No claim or increased costs are entertained attributable to the Force Majeure.

Warranty:

The Tenderer warrants that the Goods supplied for execution under the contract are new, unused, of the most recent or current models and those that incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The tenderer further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Tenderer that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

The items should have required warranty for a period of a minimum of 01 (one) year from the date completion of supply, testing & demonstration and if any defect arises during the warranty period the firm is bound to rectify the fault or/and replace the faulty items immediately without any extra cost.

Contract Price:

Prices quoted by the tenderer shall remain fixed and not subject to variation on any account and shall be inclusive of all taxes, duties, octroy, transportation charges, etc including GST. Any variation in the GST will be paid/deduct on submission of documents. No extra charges are payable. The prices should be given as per the format given in the price schedule.

Terms of Payment:

- a) The payment shall be made on supply of all goods with required quality & specification at the purchaser's premises as identified in chapter 3 to the satisfaction of the purchaser and as per the terms and conditions of the contract.
- b) The payment shall be made after successful test running of the instrument(boat) for one week at the consignee location as specified in the SCHEDULE "A"-SCHEDULE OF QUANTITY
- c)After supply,of the materials, the pre-receipted bill (In duplicate) may be submitted by the contractor to the department.
- d) The payment shall be made through e-payment only as per the bank details provided by the bidder.
- e) TDS on Income Tax and GST at applicable rates will be deducted from the bill.

Tax and Duties:

All the existing and new taxes, levies, customs, 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.

Termination of Contract:

a) 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.

b) For Contractor's Default

- 1.The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract.
 - (i) If the contractor becomes bankrupt or insolvent.
 - (ii) If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
 - (iii) If the Contractor neglects its obligations under this contract.
 - (iv) If the Contractor has furnished any false document.
- 2.The Purchaser may without prejudice to any other right issue a notice of termination of the contract stating the nature of the default and requiring the remedy for the same.Failure of the Contractor to carry out a specified work may be sufficient ground for termination of the contract by the purchaser.

C).Termination by Contractor

The contractor can terminate the contract with 15 days' notice only in case.

- i) The Contractor is unable to carry out its obligations of the contract for any reason attributable to the purchaser. For this, the contractor will be suspended from being eligible for bidding in any contract with the Purchaser for the period of five years.

Liquidated Damages:

- a) *Penalty for faulty goods:* the purchaser has the right to return any goods which are not as per the specifications.
- b) Notwithstanding the provisions of the tender document, the Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that it's 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 mail, speed post, personal, or courier delivery. The transmission by electronic data exchange (fax, email) shall be reconfirmed in writing. Any change in the address etc. shall be communicated within 10 days to another party.

Disputes:

The decision of the Purchaser shall be final regarding the quality of goods provided by the supplier, the other aspects arising shall only be referred to 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:

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

Inspection of Goods:

- i) The purchaser or its representative shall have the right to inspect and/or test the Boats to confirm their conformity to the contract specifications at no extra cost to the purchaser. The technical specifications shall specify what inspections and tests the purchaser require and where they are to be conducted. The purchaser shall notify the contractor in writing, in a timely manner, of the identity of any representatives retained for these purposes. TA/DA of the inspection team will be borne by the purchaser.
- ii) The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at the point of delivery, /or at the Boat's final destination. If conducted on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.
- iii) Should any inspected or tested Boats, fail to conform to the specifications, the purchaser may reject the Boats and the contractor shall either replace the rejected Boats or make alterations necessary to meet specification requirements free of cost to the purchaser.
- iv) The inspection of the Boats shall be carried out to check whether the Boats are in conformity with the technical specifications attached to the contract agreement and shall be in line with the inspection/test procedures laid down in the Technical Specifications. Complete hardware as Specified in the contract should be supplied, installed, and commissioned properly by the contractor prior to the commencement of acceptance tests.

v) In the event of the Boats failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the right to get the equipment replaced by the contractor at no extra cost to the purchaser.

vi) The drawings shall be in the ruling language (English) and such form and numbers as stated in the Technical specifications.

vii) Unless and otherwise agreed, the Boats and equipment shall not be considered to be completed for the purpose of taking over until such drawings have been supplied to the Purchaser.

viii) Acceptance Certificates: On successful completion of acceptability test, receipt of deliverables, etc, and after the purchaser is satisfied with the working on the system, the acceptance certificate will be issued as under:

ix) Acceptance Certificate for the supplied Boats shall be issued by the representative of the Engineer-in-charge after his satisfaction as per the document.

Performance Guarantee/ Security Deposit:

- The successful bidder shall have to deposit an amount equal to 3% of the tendered and accepted value of the work as "Performance Guarantee" in favour of Executive Engineer, Central Water Commission, Middle Ganga Division-3, Varanasi on receipt of Acceptance letter in the form Demand draft, FDRs ,etc. within 07 days.
- Performance Guarantee will be forfeited in case, termination of the contract by the Department due to lapses on the part of the Contractor/successful Bidder.
- A sum of 2.5% of the gross amount of each bill shall be deducted as Security Deposit from the bill. The security deposit will be released after Twelve months from the date of record of completion of work.

Award criteria:

The tendering authority shall award the contract to the Bidder whose bid is responsive and also has the lowest evaluated Bid price.

Notification of Award.

The bidder whose bid has been accepted will be notified of the award by the tendering authority prior to the expiration of Bid validity period.

The signing of Contract:

The successful bidder, on acceptance of his bid by the Accepting Authority, shall, within 15 days from the stipulated date of signing of the work, sign and execute the contract in the contract agreement form.

Changes in Contractor's organization to be approved:

Where the contractor is in a partnership firm. Prior approval in writing of the tendering authority shall be obtained before making any change in the constitution of the firm.

Safety Measures:

- In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for the safety provisions as per the safety code framed from time to time by the Government of India and shall at his own expense provide all facilities in connection therewith.
- Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

Time schedule:

The entire work shall be completed within 60 days from the stipulated date of start of work in all respects. The work shall not be considered as complete until the Executive Engineer certifies in writing. The defects liability shall commence from the date of such certificate.

Suspension of Work:

The contractor may be granted an extension of time with the approval of Superintending Engineer, HOC, CWC, Varanasi for the works delayed due to heavy rains, natural calamities, etc. The contractor shall not be entitled to any compensation on account of such delay.

Penalty:

For any delay in completion of the work other than because of any exceptionally inclement weather, a penalty of @ 1.5% per month of the Tendered amount of work.

Other terms and conditions:

- i) The contractor shall not employ the worker below the age of 18 years on the work.
- ii) All necessary steps taken for prompt rescue of any worker in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of work.
- iii) The works should be completed satisfactorily as per specification, drawing, and in all respect as directed by the Executive Engineer.
- iv) The contractor shall make his own arrangements for obtaining electricity if required and water and make necessary payments directly to the department concerned.
- v) The work will be carried out in the manner complying in all respects with the requirements of relevant by-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.

SCHEDULE"A":-SCHEDULE OF QUANTITIES

Supply of 01 Steel Boat with Provision of 25 HP OBE at transom of boat and accessories to sites under Middle Ganga Division-3 ,CWC, Varanasi.

Sr. No.	Address of consignee for Supply by the Bidder	Size	Quantity
1.	Site-Prayagraj GDSQ site on River Ganga, O/o Sub Divisional Engineer, Central Water Commission, Chhatnag ,District: Prayagraj, Uttar Pradesh Mob:-9455363294	7.0mx 2.5m 0.75m approx	1 no.

Specifications and allied Technical Details

Supply of 01 Steel Boat with provision of 25 HP OBE At transom of boat and accessories to sites under Middle Ganga Divisio-3 CWC, Varanasi.

Purpose

The Steel boat will be used to conduct hydrological measurements (Discharge, Silt Sample Collection) crossing rivers.

Conditions & Requirements

- a) The boat shall be operated in turbulence water it should be stable, reliable, and steady under the prevailing environment and hydraulic condition enabling movement of personnel and equipment without restriction.
- b) The boat shall be capable to operate in shallow water where the hull may repeatedly impact with rock or sediment.
- c) The boat should have an expected technical lifetime of not less than 10 year.
- d) The hull of the boat should be moulded as a single homogeneous unit and the material used are Conforming to the ISI & International Standards.
- e) The full keel should, be standard non-water-absorbing material for stability and buoyancy and the floor surface of the boat should be flat and finished with non-skidding steel sheet material with 14 gauge.
- f) The boat should have flotation chambers filled with cell foam or polyurethane foam under pressure to ensure sturdy and unsinkable as well as to provide reserve buoyancy even on the movement of persons working, approximately ten members, in the boat and also equipment of about 1000Kg
- g) The boat shall be provided with appropriate fenders
- h) All necessary fittings should be provided for rowing, paddling, sailing, anchoring. The arrangement should also be provided for the manual operation of the boat.
- i) The entire deck finishing should be leak-proof and non skid/knurling to enable the persons to walk easily and for pulling of anchor rope ,silt collection for lowering current meters
- j) Provisions should be made for the anchorage of the boat, at fore and after peaks. And also iron pulley should be provided for lowering and Lifting anchors.
- k) A breakwater arrangement shall be provided in the front.
- l) Provision should be made for fixing the boat outfit for lowering the current meters and other measuring equipment.
- m) Provision has to be made for seating arrangement for 10 persons and space should be provided for storage of equipment at the foredeck with door, lock, and key arrangement's) All corrosive materials shall be provided with a full and durable coating.
- o) All coatings used shall provide full protection against rusting and corrosion to the steel body, structural parts, and components of the boat.
- p) All the required tests and trials are to be carried out before delivery of the boat to ensure its Stability, water tightness, and the boat should meet all the requirements as specified above.
- q) Inspection if any will be carried out at firms Premises and Test and Trial of the Boat with being done at Site
- r) A maintenance manual, related to the type and model of the boat, shall be part of the delivery.

s) Boat shall be provided with an awning. A detachable canopy made of Fibreglass supported by G.I. pipe frameworks with required headroom should be provided to withstand windy/stormy/rainy condition..

Detailed Specifications

Detailed Specifications of 7 M Steel boat for use in Hydrological Observation:

Boat Specification	
Construction:	M.S. Steel Angle
Dimension:	Length:- 7.0 Mtr Width:- 2.5 Mtr Depth:- 0.75 Mtr
Capacity:	10+ Equipments 1000 Kg
Power:	The Boat should have provision of fixing the Out Board Engine at the transom of the Boat and Should be Powered with capacity of 25 HP .
Material:	Overall 14 gauges thick sheet & 5 mm thick sheet at the transom with riveted and weld joint. Frame work is made from MS angel 40x40x5mm, 65x65x6mm and MS flat.
Buoyancy:	HD Polystyrene blocks PVC protected.
Surface:	Flat Shaped and Slightly Curved.
Seating Arrangement :	Seating are such placed such that it allows free and easy movement to the passenger and seats are properly cushioned to provide seating comfort, Space for the storage of equipments at the fore deck with the door, lock key arrangements.
Deck Construction:	Non skid, Mild steel safety rails where ever required.
General:	The boat is very sturdy and has an adequate stability for flood relief, discharge observation. Boat has water tight riveted joints. It has a wooden frame at the inner bottom surface and bench of seasoned wood on side for sitting purpose Boat has floatation chamber filled with buoyancy material to provide adequate buoyancy. Boat has non-skid wooden floor laminate with FRP corrosion epoxy paint, Adequate buoyancy will be provided. The outer Position of the boat will be marked with Central Water Commission, Middle Ganga Division-3 all around with Red strip at least 20 cm size along with Department Logo.
Accessories:	1.Oars:- 4 Nos 2.Oars lock:- 4 Nos 3. Anchor 25 kgs (M.S.) Five prolonged :- 1Nos. 4. Cushion seats with good quality Ruskin cover:- 1 Sets. 5. Towing Rings:- 2 Nos. 6. Canopy should cover total sitting area and should be circle in shape. The frame of canopy made up of steel structures and would be of 3 mm, 1 inch pipe. 7. Life buoy :- 2 Nos, and life jacket 4 pcs.

Remarks

The above specifications are for providing a general idea of the purchasers requirements and may slightly vary on the basis of the supplier actual design. The modifications proposed if any should invariably satisfy all the requirements of the purchaser. The purchaser reserves the right to accept or reject the modifications/bid during technical evaluation. For the installation of winches, fitting of survey echo-sounder transducers, etc. some local reinforcements and, /or supports may be required. Arrangements shall be required for mounting a duly compensated magnetic compass onto the boat for use *in* positioning the boat for flow measurements. Arrangements shall exist for mounting *the* boat outfit (Bracket) and for dropping of the anchor to keep the boat stationary, during velocity measurements. Arrangements shall be made for safe working on the boat.

The bidders should have valid registration issued by any State/Central government agencies.

FINANCIAL BID

Name of Work: Supply of 01 Steel Boat with capacity of 25 HP with all accessories to sites under Middle Ganga Division-3 CWC, Varanasi.

S. No.	Description of Item	Qty	Unit	Rate	Amount
1.	Supplying and providing steel boat: (1Nos) with provision of 25 HP OBE at transom of boat with all the accessories to site Prayagraj Chhatnag under Middle Ganga Division-3,CWC,Varanasi Boat Dimension: Length 7m,width 2.50m,and Height 0.75m Boat Details As on-page no.24	1	Nos		
2.	Testing and commissioning of the boat	1	Nos		
	Total(In Rupees)				

Grand Total Amount (inclusive of all charges, taxes, etc.) in words:

Notes: above form is for information purposes only and NOT TO BE Filled. Bidders are required to download the BoQ. Open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed .Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder .the bid will be rejected.

Notes:

- The rates shall be quoted inclusive of all taxes.
- The rate quoted by the agency shall be inclusive of all the charges including transportation (to the consignee) etc. central, state, and local taxes, etc., or any other charges which may occur for carrying out contract obligations.
- The submission of a bid shall construe that the bidder has carefully read the terms & conditions of the tender document & agree to the same.
- The Tenderer shall submit a certificate with a final bill signed in original and issued by the Original equipment Manufacturer/authorized dealer that it will provide hark-to-hack support and honor the warranty obligations of the equipment supplied by the supplier.

Contract/Agreement Form

This Contract/Agreement (Agreement no.) was made on the day of 2024 between the Executive Engineer(for and on behalf of the President of India), Middle Ganga Division-3, CWC, Varanasi (name or address of the Department)(here in after 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 "(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 here in after mentioned, the Second party hereby covenants with the First Party for "Supply of 01 Steel Boat with capacity of 25 HP with all accessories sites under Midule Ganga Division-3 CWC, Varanasi. 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 "Supply of 01 Steel Boat with capacity of 25 HP with all accessories to sites under Middle Ganga Division-3 CWC, Varanasi", 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/Corigendum to the tender document,if any,

c .Letter of the contractor submitting the tender,

d. Other letters of the contractor and the departmental officers that were exchanged before the tender are accepted

e. Rate and Amount of tender/bid quoted by the contractor;

f. Letter of the Executive Engineer communicating acceptance of the tender:

g. Letter of the Executive Engineer regarding the commencement of the work;

h. Performance security,

i 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.....

Binding signature of Second Party signed by.....

.....duly authorized
(for and on behalf of the President of India).....

vide resolution No.....dated.....of the Board of

director of)

In the presence of

(Witnesses)

(1)

(2)