



भारत सरकार

Government of India

जल शक्ति मंत्रालय,

Ministry of Jal Shakti

जल संसाधन, नदी विकास एवं गंगा संरक्षण विभाग

Department of Water Resources, River Development & Ganga Rejuvenation

केन्द्रीय जल आयोग

Central Water Commission

TENDER DOCUMENT

FOR

e-tender for establishment of Musto Type Bench Mark (MTBM) on old & new sites under LGD-1, CWC, Patna.



NIT No.: LGD-1/CWC/HQ-65/Bench Mark/2021/07 Dt. 21.12.2021

Key Events and Dates

DATE FOR PURCHASING TENDER	FROM 21.12.2021 (18:00 hrs)
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	03.01.2022 (15:00 hrs.)
DUE DATE FOR OPENING OF TENDER ONLINE	04.01.2022 (15:00 hrs.)
OFFICER INVITING TENDER	Executive Engineer, Lower Ganga Division-1, Central Water Commission, Amarnath Road, Adalatganj, Patna-800001
PRICE OF TENDER DOCUMENT	Rs. NIL

This tender document contains 29 pages including this page.

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Establishment of Musto Type Bench Mark on old & new sites under LGD-1, CWC, Patna

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भारत सरकार/Government of India
केन्द्रीय जल आयोग/Central Water Commission
अधिकासी अभियंता का कार्यालय /Office of the Executive Engineer
निचली गंगा मंडल 1 -/Lower Ganga Division-1

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

No.: LGD-1/CWC/HQ-65/Bench Mark/2021/3610-15

Dated: 21/12 /2021

ई-निविदा आमंत्रण सूचना/ Notice Inviting e-Tender

NIT No.: LGD-1/CWC/HQ-65/Bench Mark/2021/07 Dt. 21.12.2021

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

1.	Name of work	e-tender for establishment of Musto Type Bench Mark (MTBM) on old & new sites under LGD-1, Central Water Commission, Patna
2.	Estimated Cost	Rs. 10,28,717/- (Rupees Ten Lakh Twenty Eight Thousand Seven Hundred Seventeen only) including all the Taxes, GST etc.
3.	Earnest Money	Not Required (However, Bid Securing Declaration must be submitted by the bidders on the company letter head as per Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division vide O.M. No. F.9/4/2020-PPD dated 12.11.2020) (Refer Page:16)
4.	Performance Guarantee	3% of tendered and accepted value of work.
5.	Contract Period	5 Months
6.	Cost of Tender Document	NIL

Schedule of Tender

DATE AND TIME OF ISSUE OF BID DOCUMENT	21.12.2021 (18:00hrs)
e-TENDER FORM AVAILABLE FROM	21.12.2021 (18:00hrs)
DATE AND TIME OF PRE BID MEETING	28.12.2021 (15:00hrs)
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	03.01.2022 (15:00hrs)
DATE AND TIME OF OPENING OF BIDS ONLINE	04.01.2022 (15:00hrs)
PLACE OF OPENING OF BIDS ONLINE	O/o the Executive Engineer, Lower Ganga Division-1, Central Water Commission, Amarnath Road, Adalatganj, Patna-800001
PRICE OF TENDER DOCUMENT:	NIL

E-tender is available on CPPP website URL <https://www.eprocure.gov.in/eprocure> from 23.12.2021 18:00 hrs to 03.01.2022, 15:00 hrs. E-tender should be submitted online through CPPP website upto 15:00 hrs on 03.01.2022 and will be opened online at 15:00 hrs of 04.01.2022.

Establishment of Musto Type Bench Mark on old & new sites under LGD-1, CWC, Patna

1. e-Tender can be downloaded from website www.eprocure.gov.in and www.cwc.gov.in from 21.12.2021 (18:00hrs) to 03.01.2022 (15:00hrs). **But e-tender will be opened only after following document is submitted :-**
 - a. EMD shall be exempted as per Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division O.M. No. F.9/4/2020-PPD dated 12.11.2020. However, Bid Securing Declaration must be submitted by the bidders in the prescribed format mentioned in this Tender Document on company letter head. The tenders without the Bid Securing Declaration will be rejected out rightly.
 - b. The cost of tender and Earnest Money Deposit (EMD) has to be submitted before due date and time of opening of tender. However, Micro and Small Enterprises (MSME) as defined in MSME Procurement Policy issued by Department of Micro and Small Enterprises (MSME) or registered with the Central Purchase Organisation or concerned Ministry or Department are exempted from submitting EMD and Tender Document cost.
2. The tender forms complete in all respects should be submitted by 15:00 hrs on 03.01.2022.
3. **The pre-bid meeting for the tender will be held on 28.12.2021 at 15:00 hours** at the following venue: **O/o The Executive Engineer, Lower Ganga Division-1, Central Water Commission, Amarnath Path, Adalatganj, Patna-800001, Bihar (Phone no. 0612-2671541)**
4. The Technical bid of the tender will be opened at 15:00 hrs on 04.01.2022 in presence of the tenders who wish to see the opening of tender through their authorized representative who may choose to attend opening in this office. The time of opening of financial bids will be intimated later.
5. The NIT and tender can be downloaded from www.cwc.gov.in or www.eprocure.gov.in.
6. **Bids shall be accepted in online mode only.**
7. The Invitation to tender is subject to fulfillment of instructions and conditions as per schedules below:
 - Chapter 1: Instructions to Bidders
 - Chapter 2: General Rules and Directions
 - Chapter 3: Schedules A, B, C, D, E & F
 - Chapter 4: Drawing and Table of Requirements
 - Chapter 5: Technical and Financial Bids
 - Chapter 6: Tenderer Profile and Declaration
 - Chapter 7: Contract Form
 - Chapter 8: Other Standard Form

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

प्रतिलिपि :

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

Chapter- 1: Instruction to Bidders

1. Bids shall be submitted online only at CPPP <https://www.eprocure.gov.in/eprocure>. Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through CPP portal. The tender notice is also available at www.cwc.gov.in
2. Not more than one tender shall be submitted by one contractor or contractors having a business relationship. Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
3. Tenderer who has downloaded the tender from the CPPP website URL <https://www.eprocure.gov.in/eprocure> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the tender will be completely rejected and EMD would be forfeited.
4. Intending tenderers are advised to visit again CPPP website URL <https://www.eprocure.gov.in/eprocure>. And CWC website www.cwc.gov.in at least 1 days prior to closing date of submission of tender for any corrigendum / amendment.
5. Bids will be opened as per date/time as mentioned in the Tender Key Event Sheet.
6. **ELIGIBILITY CONDITIONS FOR THE TENDERERS**
 - (i) The contractor should be registered with any Central/State Government Department.
 - (ii) They should have a Valid PAN No.
 - (iii) They should have a Valid GST Registration No.
 - (iv) The Firm/ should having completed at least three similar works each costing not less than the amount equal to 40% of the estimated cost. **OR** (ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. **OR** (iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost. **Copy of Work Orders and corresponding Completion Certificates of Works issued by the Tender Accepting / Executing Authority may be appended.**
 - (v) Similar works shall mean work of Civil/Fabrication/Construction related work.
 - (vi) The Average Annual financial turnover of the firm during the last three financial years, ending 31st March of the previous financial year **(2018-19, 2019-20, & 2020-21)** should be at least equal to 50 % of total estimated cost. In this context, the audited balance sheet and copies of Income Tax Return for last three financial years **(2018-19, 2019-20, & 2020-21)** shall be appended.
 - (vii) The condition of prior turnover and prior experience will be relaxed up to 50% of the above mentioned clause (iv) &(vi) for Micro and Small enterprises (MSEs) registered as per the policy circular No. 1(2) (10/2016-MA dated 10.03.2016 of Ministry of Micro, Small and Medium Enterprise, Government of India. Any company desirous of availing the relaxation under this clause shall be required to specifically submit an application to this extent with the bid document.
- 6.1 **Verification of Details:** Executive Engineer, Lower Ganga Division-1, CWC, Patna reserves the right to verify the particulars furnished by the Tenderer independently. If any information furnished by the Tenderer is found to be incorrect at a later stage, his / her Earnest Money / performance guarantee shall be forfeited and he / she shall be debarred from tendering for the works of CWC in future.

Establishment of Musto Type Bench Mark on old & new sites under LGD-1, CWC, Patna

- 6.2 **Agreement:** Agreement shall be drawn with the successful tenderer on prescribed Form No CPWD 7/8 (enclosed). The tenderer shall quote their rates as per terms and conditions of the said form, which shall form part of the agreement.
- 6.3 **Period of Contract:** The duration of the Contract shall be for a period of 150 Days which can be revised or extended depending upon the exigency of work.
- 6.4 **Availability of Work Place:** The workplace is available & would be sites and site offices under the jurisdiction of Lower Ganga Division-1, CWC, Patna.
- 6.5 **Visit to Work Place by Tenderer:** Tenderers are encouraged to inspect and examine the workplaces and its surroundings and satisfy / apprise themselves as to the nature of the work, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their tenders. A tenderer shall be deemed to have full knowledge of the workplace whether he/ she inspects the site or not and no extra payment / compensation consequent upon any misunderstanding / miss-happening or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining all materials, tools & plants, access, facilities for his personnel and all other services required for executing the work at his / her own cost unless it is specifically mentioned in the contract documents.
- 6.6 **Acceptance of Tender:** The Competent Authority does not bind himself to accept the lowest or any other tender and reserves right to accept or reject any or all of the tenders received without assigning any reason. The Competent Authority also reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rate.
- 6.7 Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
- 6.8 Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tender submitted by a Tenderer who resorts to canvassing is liable to rejection.
- 6.9 The tenderer shall not be permitted to tender for the work if any of his / her near relative is posted in office of Executive Engineer, Lower Ganga Division-2, CWC, PATNA or other CWC offices located as an Accounts Officer / Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above. The tenderer shall also intimate the names of persons who are presently working with him / her and are near relatives to Gazetted officers in any CWC office and Ministry of Jal Shakti, RD & GR. Any breach of this condition on the part of the tenderer would render him / her liable to be disqualified for the award of work.
- 6.10 **Signing of Contract Agreement:** The successful Tenderer/Contractor on acceptance of his tender by the accepting authority of CWC shall deposit 5% of agreement cost as performance guarantee in the form of DD/FDR/Bank guarantee issued by Nationalized Bank within 7 days from the date of issue of letter of acceptance and sign contract agreement consisting of:-
- (a) The 'Notice Inviting Tender', all the documents including 'General Conditions & Clauses of Contract', 'Special Terms & Conditions', 'Scope of Work & Specifications' forming the tender as issued at the time of invitation of tender and acceptance thereof together with all correspondence leading thereto.
 - (b) Standard CPWD Form-7/8: Item Rate Tenders & Contract for Works.

7. SUBMISSION OF DOCUMENTS ONLINE

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

Financial Bid:

8. The BOQ are to be furnished online by the Contractor along with bid as per the tender document.
9. The financial bid will be considered only for those bidders who qualify the eligibility criteria as per the tender document as a part of the technical bid.
10. For complete bid technical papers with schedule of quantities with pricing information should be submitted online along with other documents as defined under cl-7 & 8 above.
11. The agreement shall be drawn with the successful tenderer on the prescribed Form No. CPWD-7/8, which is available as a Government of India Publication. The tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
12. The time allowed for carrying out the work will be 5 Months from the date of issue of letter of acceptance of tender/work order or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
13. **Earnest Money Deposit (EMD):** EMD shall be exempted as per Government of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division O.M. No. F.9/4/2020-PPD dated 12.11.2020. However, Bid Securing Declaration must be submitted by the bidders in the prescribed format mentioned in this Tender Document on company letter head. **The tenders without the Bid Securing Declaration will be rejected out rightly.**
14. The contractor shall be required to deposit an amount equal to 3% of the tendered value of the work as performance guarantee in the form of Treasury Challan receipt/Deposit at Call receipt of a scheduled bank/Fixed Deposit receipt of a scheduled bank/TDR/Demand Draft of a scheduled bank issued in favour of the Executive Engineer, Lower Ganga Division-1, CWC, Patna payable at PATNA within 15 days of the issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of prescribed number of days on written request of the contractor. **The above performance guarantee will be returned to the contractor only after successful completion of Defect Liability Period (DLP) of one year and as per the procedure mentioned in the CPWD works manual. The contractor will be responsible for removal of any defects cropping up in the work executed during the Defect Liability Period (DLP). Defect Liability Period will start from the date of issue of completion certificate or from the date of final payment to the contractor whichever is earlier.**
15. The site for the work is available.
16. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and, in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tenders. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools, and plant, etc. will be issued to him by Government and local conditions and other factors having a bearing on the execution of the work.
17. The competent authority on behalf of President of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by tenderer shall be summarily rejected. The competent authority also reserves its right to allow to the Central Government public sector enterprises, a purchase preference with reference to the lowest valid price bid, where the

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quoted price is within 10% of such lowest price in a tender, other things being equal as per Government rules.

18. The Public Enterprises who avail benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.
22. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable to rejection.
23. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
24. The contractor shall not be permitted to tender for works in the Division-1 Office (responsible for award and execution of contract) in which his near relative is posted as Division-1 as Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the name of the persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the Central Water Commission or in the Ministry of Jal Shakti, RD & GR, Govt. of India. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this department.
25. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from the Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
26. The tender for the works shall remain open for acceptance for a period of ninety days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issues of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money/ Performance Guarantee.
27. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days of the award of work shall sign the contract agreement consisting of the Notice Inviting Tender, all the documents including additional conditions, specifications, and standard CPWD Form 7/8.
28. The agreement shall be drawn with the successful tenderer on the prescribed Form No. CPWD-7/8, which is available as a Government of India Publication. The tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
29. The time allowed for carrying out the work will be 5 Months from the date of issue of letter of acceptance of tender/work order or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

Chapter 2: GENERAL RULES AND DIRECTIONS

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

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appended with the tender and architectural drawings relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Engineer-in-charge.

- 15) The contractor shall bear all incidental charges for carriage, storage, and safe custody of the materials.
- 16) For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications 'Abbreviated nomenclature of an item of DAR 2019 & Market Rate' shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.
- 17) In the case of items for which abbreviated nomenclature is not available in the above- cited publication and also in the case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreement the full nomenclature of items shall be reproduced in the measurement books and bill forms for running account bill. The full nomenclature of the items shall be adopted in preparing abstract of final bill from in the measurement book and also in the bill form for the final bill.
- 18) Use of Proper Cover Blocks: - The main cause of corrosion of reinforcement in concrete is inadequate cover available to the reinforcement bars. To avoid displacement of bars in any direction and to ensure proper cover, suitable grade & strength cover blocks should be used.
- 19) The contractor shall procure 53 grade Ordinary Portland Cement (OPC) or Portland Pozzalana Cement (PPC) as per BIS as required in the work, from reputed manufacturers of cement ISI certification mark for their product whose name shall be got approved from Engineer-in-charge. Supply of cement shall be taken as 50 kg. Bags bearing manufacture's name and ISI marking.
- 20) The cement used for the superstructure must be OPC.
- 21) Wood/steel shuttering shall be permitted.
- 22) **Penalty:** Appropriate amount will be deducted from the payments due or performance security in case any loss is suffered by the department as per the contract.
- 23) **Loss of Property:** The Contractor shall indemnify and hold harmless the Purchaser and its employees from any losses, liabilities and costs resulting from the death, personal injury or loss to damage to the property, loss to the system arising due to the performance of contract.
- 24) **Force Majeure**
 - a. For purposes of this Clause, "Force Majeure" will mean an event beyond the control of the Agency and not involving the Agency's fault or negligence. Such events may include, but are not restricted to, wars or revolutions, fires, epidemics, quarantine restrictions, and freight embargoes, rainfall and floods will be considered as Force Majeure.
 - b. If a Force Majeure situation arises, the Agency shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.
 - c. If an event of Force Majeure continues for a period of ninety (90) days or more, the parties may by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for Products already delivered or Services already performed.

Chapter 3 : SCHEDULES

SCHEDULE 'A' : Schedule of quantities (enclosed)

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

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

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

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

SCHEDULE 'E' : Reference to General Conditions of Contract

Name of Work : e-tender for establishment of Musto Type Bench Mark on old & new sites under LGD-1, Central Water Commission, Patna

Estimated cost of work : **Rs. 10,28,717/- (Rupees Ten Lakh Twenty Eight Thousand Seven Hundred Seventeen only) including all the Taxes, GST etc.**

Earnest Money : Not Required
Performance Guarantee : 3% of the tendered value

SCHEDULE 'F'

General Rules & Directions :

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

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 : As per rules

Definitions :

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

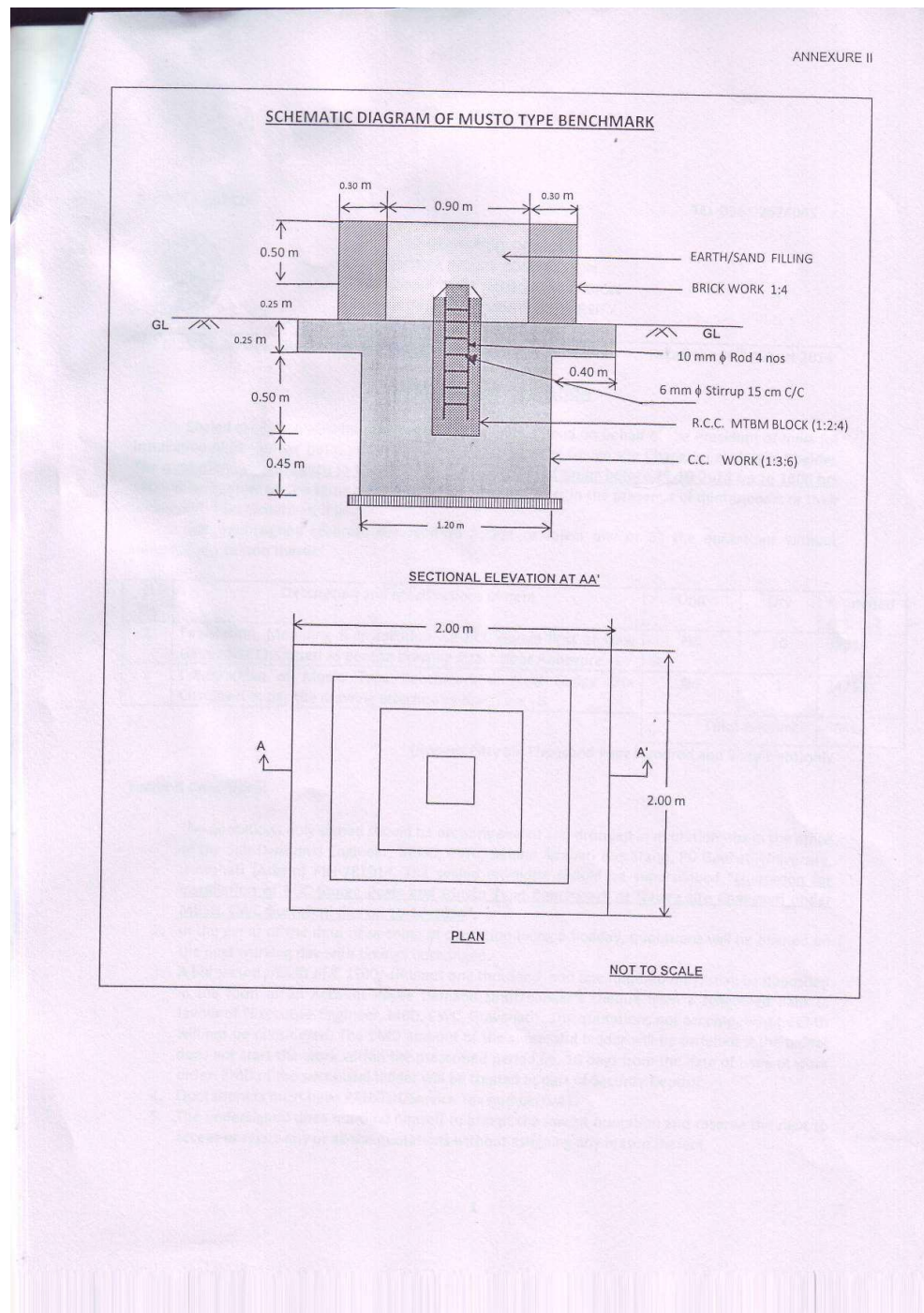
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(ii)	Accepting Authority	:	Director, Monitoring Directorate, Central Water Commission, Patna PATNA
(iii)	Standard Schedule of Rates	:	SoR-2012, CWC & Added 38.60 % for price escalation
(iv)	Department	:	Central Water Commission

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

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

Chapter 4 : DRAWING & TABLE OF REQUIREMENT



Establishment of Musto Type Bench Mark on old & new sites under LGD-1, CWC, Patna

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

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

List of Requirements of Musto Type Bench Mark (MTBM) Under Kosi Sub-Division, Begusarai				
Sl. No.	Name of Sites	Type of Sites	MTBM Bench Mark	Appx. Distance (Km) from LGD-1, Patna
1	Baltara	GDSQ	01	220
2	Khagaria	GD	01	188
3	Rosera	G	01	130
4	Samastipur	G	01	183
5	Basua	G	01	420
Total			05	-

List of Requirements of Musto Type Bench Mark (MTBM) Under Lower Mahananda Sub-Division, Purnea				
Sl. No.	Name of Sites	Type of Sites	MTBM Bench Mark	Appx. Distance (Km) from LGD-1, Patna
1	Araria	GD	01	427
2	Birpur	G	01	474
3	Jhawa	G	01	430
4	Moujabadi	G	01	460
5	Bathnaha	G	01	468
6	Amour	G	01	425
7	Rauta	G	01	445
8	Sikti	GD	01	467
Total			08	-

Chapter 5 : Technical and Financial Bid

Technical Bid:

TECHNICAL BID

Name of Work: E-TENDER FOR Establishment of Musto Type Bench Mark on old & new sites under LGD-1, Central Water Commission, Patna.

Name of Organisation: Lower Ganga Basin Organisation, Central Water Commission, Patna

Name of the Division: Lower Ganga Division-1, CWC, Patna

(To be furnished online only.)

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

Financial Bid

(To be furnished online only)

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

Subject:- Quotation for award of contract for Establishment of Musto Type Bench Mark on old & new sites under LGD-1, Central Water Commission, Patna –reg.

Sir,

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

Establishment of Musto Type Bench Mark on old & new sites under LGD-1, Central Water Commission, Patna					
Sl. No.	DESCRIPTION OF ITEM	QTY.	RATE (IN RS)	UNIT	AMOUNT (IN RS)
1	Establishment of different types of BenchMark of standard specifications including its painting, engraving etc. complete including cost of manpower, material, labour, etc. as per drawing/ design provided in the Tender Document.				
1.1	Musto Type Bench Mark	34			
Total					
GST @ %					
Grand Total					
Amount in Words including all the Taxes, GST etc (.....)					

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

Date: Name & Signature of the Authorized Signatory:

Chapter 6: Tenderer Profile and Declaration

TENDERER PROFILE

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

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

Place:

Date:

Signature of Tenderer/Authorized signatory.....

Name of the Tenderer.....

TENDER DECLARATION

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

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

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

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

I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived therefrom to any person to whom I/We may authorize to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated

Witness :

Signature of Contractor

Address :

Chapter 7 : Contract Form

INTEGRITY PACT

To,
Executive Engineer,
Lower Ganga Division-1
Central Water commission,
Patna

Sub: Submission of Tender

Dear Sir,

I/We acknowledge that Central Water commission is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by CPWD. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Central Water commission shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Central Water commission.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

President of India represented through Executive Engineer, Lower Ganga Division-1, Central Water commission, Patna, (Hereinafter referred as the ‘**Principal/Owner**’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

through (Hereinafter referred
(Details of duly authorized signatory)

to as the “**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (herein after referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for

.....

(Name of work) hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /

additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- (3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, Central Water commission.

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division-1 of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

Place:

Dated

Chapter 8 : Other Standard Forms

FORM 1: PERFORMANCE SECURITY BANK GUARANTEE BOND

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

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

2. We (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
4. We, the said Bank further undertake to pay to the Govt. any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

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

5. We (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and a fact during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Govt. under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Govt. certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
6. We (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary only of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or postpone for any time or from time to time any of the powers exercisable by the Govt. against the said contractor(s) and to for – bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Govt. or any indulgence by the Govt. to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
7. This guarantee will not be discharged due to the change in the Constitution of the Bank or the contractor(s).
8. We (Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Govt. in writing.

Establishment of Musto Type Bench Mark on old & new sites under LGD-1, CWC, Patna

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

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

Establishment of Musto Type Bench Mark on old & new sites under LGD-1, CWC, Patna

Form 2: of Bid-Securing Declaration

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

Date: *[date(as day, month and year)]*

Bid No.: *[number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To:

The,

Executive Engineer,

LGD-1, Central Water Commission,

Patna, Bihar

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 time of *five year* 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; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

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 _____ *day of,*

*: 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]

Form 3: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

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

Sub: Acceptance of Terms & Conditions of Tender (Tender No. LGD-1/CWC/HQ-65/Bench Mark/2021/07 dated: 21.12.2021)

Name of Tender/Services: - Hiring of 10 Nos. of Supervisory Staff on outsourcing basis for Hydro meteorological Observations at various new sites (29 Nos.) under Lower Ganga Division-1, Central Water Commission, Patna for the period from April 2021 to March 2022 (12 months).

Dear Sir,

I/ We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____

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

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

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

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

In case any provisions of this tender are found violated, your Division/ organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)
