



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



e-Tender for Fabrication, Supply & Installation of 124 nos. of Retro Reflective Direction Board (Bilingual Board, one side in Hindi and the other side shall be pasted in English mandatorily) for all 60 sites & 4 Sub-Divisions under the jurisdiction of LGD-1, CWC, Patna

NIT No.LGD-1/CWC/HQ-60/ Direction Board/2021/05dated: 11.02.2021

Key Events and Dates

| | |
|---|---|
| DATE FOR PURCHASING TENDER | 11.02.2021(15:00 hrs onwards) |
| LAST DATE AND TIME FOR RECEIPT OF BIDSONLINE | 22.02.2021 (15:00 hrs.) |
| DUE DATE FOR OPENING OF TENDERONLINE | 23.02.2021 (15:00 hrs.) |
| OFFICER INVITING TENDER | Executive Engineer, Lower Ganga Division-1, Central Water Commission, AmarnathRoad, Adalatganj, Patna-800001 |
| PRICE OF TENDER DOCUMENT | Rs. 500/- |

This tender document contains 35 pages including this page.

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INDEX

Contents

| | |
|--|----|
| Chapter 1. Instruction to Bidders..... | 7 |
| Chapter 2. Conditions of Contract..... | 15 |
| Chapter 3: Schedule of Requirements(list of sites) | 20 |
| Chapter 4: Specifications and allied Technical Details | 23 |
| Chapter 5: Technical and Financial Bids | 24 |
| Chapter 6: Contract Form..... | 29 |
| Chapter 7: Schedules | 30 |
| Chapter 8: Other Standard Forms..... | 32 |

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भारत सरकार/Government of India
केन्द्रीयजल आयोग/Central Water Commission
अधिशाली अभियंताकाकार्यालय /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-60/DirectionBoard/2021/726-32

Date:11.02.2021

ई-निविदा आमंत्रण सूचना/Notice Inviting e-Tender

NIT NO: LGD-1/CWC/HQ-60/ Direction Board/2021/05dated: 11/02/2021

The Executive Engineer, Lower Ganga Division-1, CWC, Amarnath Path, Adalatganj, Patna-800001 (Bihar) invites on behalf of the President of India, Tenderscomprising of Technical and Financial bids from experienced and eligible Agency(s) for “supply & installation of 124 nos. of pre-fabricated Retro Reflective Direction Board for all 60 sites & 4 Sub-Divisions under the jurisdiction of Lower Ganga Division-1, CWC, Patna”

| | |
|----------------------------|---|
| 1. Name of work | : e-Tender for supply & installation of 124 nos. pre-fabricated Retro Reflective Direction Board (Bilingual Board, one side in Hindi and the other side shall be printed in English mandatorily) for all 60 sites & 4 Sub-Divisions under the jurisdiction of Lower Ganga Division-1, CWC, Patna. |
| 2. Estimated Cost | : Rs. 17,66,040/- (Rs. Seventeen Lakhs Sixty Six Thousand And Forty). |
| 3. Earnest Money | : Rs. 35,221/- (Rupees Thirty Five Thousand Two Hundred Twenty One Only) |
| 4. Performance Security | : 3 % of Contract value |
| 5. Cost of Tender Document | : Rs. 500/- |

Schedule of Tender

| | |
|---|---|
| DATE AND TIME OF ISSUE OF BID DOCUMENT | 11.02.2021 (15:00 hrs) |
| e-TENDER FORM AVAILABLE FROM | 11.02.2021 (15:00 hrs) |
| DATE AND TIME OF PRE BID MEETING | 16.02.2021 (15:00 hrs) |
| LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE | 22.02.2021 (15:00 hrs) |
| DATE AND TIME OF OPENING OF BIDSONLINE | 23.02.2021 (15:00 hrs) |
| PLACE OF OPENING OF BIDSONLINE | O/o The Executive Engineer, Lower Ganga Division-1, AmarnathRoad, Adalatganj, Patna-800001(Bihar) |
| PRICE OF TENDER DOCUMENT: | Rs. 500/- |

1. e-Tender can be downloaded from website www.eprocure.gov.in and www.cwc.gov.in from 11.02.2021 (15.00 hrs onwards) to 22.02.2021 (15.00 hrs). **But e-tender will be opened only after following payment is made :-**
 - a. Rs. 500/- as cost of tender through A/C payee **Demand Draft** (Non-Refundable) drawn on any schedule bank in favour of the Executive Engineer, Lower Ganga Division-1, CWC, Patna, payable at Patna.
 - b. **Rs. 35,221/- (Rupees Thirty Five Thousand Two Hundred Twenty One Only)** as Earnest Money Deposit (EMD) of tender through A/C payee Demand Draft (Refundable) drawn on any schedule bank in favour of the Executive Engineer, Lower Ganga Division-1, CWC, Patna, payable at Patna in the form of a Bank Guarantee from a scheduled bank.
 - c. 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 (MSEs) as defined in MSME Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organization 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 22.02.2021.
3. **The pre-bid meeting for the tender will be held on 16.02.2021 at 15:00 hours** at the following venue: **O/o The Executive Engineer, Lower Ganga Division-1, Central Water Commission, Amarnath Road, Adalatganj, Patna-800001 (Bihar) (Phone no. 0612-2671541)**
4. The Technical bid of the tender will be opened at 15:00 hrs on 23.02.2021 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: Instruction to Bidders
Chapter -2: Condition of Contract
Chapter -3: Schedule of Requirement (List of sites)
Chapter -4: Specifications and allied Technical details
Chapter -5: Technical & Financial Bid
Chapter-6: Contract Form
Chapter -7: Other Standard Form

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

प्रतिलिपि:

1. मुख्य अभियंता, निचली गंगा बेसिन संगठन, केंद्रीय जल आयोग, पटना।
2. अधीक्षण अभियंता (सम०), निचली गंगा बेसिन संगठन, केंद्रीय जल आयोग, पटना।
3. निदेशक (प्रबो०)-सह-अधीक्षण अभियंता (एच० ओ० सी०), प्रबोधन निदेशालय केंद्रीय जल आयोग, पटना।
4. लेखा शाखा, निचली गंगा मंडल-१, केंद्रीय जल आयोग, पटना।
5. सूचनापट, निचली गंगा मंडल-१, केंद्रीय जल आयोग, पटना।
6. केंद्रीय जल आयोग का वेब पोर्टल www.cwc.gov.in अथवा www.old.cwc.gov.in।
7. ई-प्रकाशन, केंद्रीय सार्वजनिक खरीद पोर्टल www.eprocure.gov.in

Chapter 1. Instruction to Bidders

1. General

1. Bids shall be submitted online only at CPPP website URL <https://eprocure.gov.in/eprocure/app>. 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 CPPP portal. The tender notice is also available at <https://eprocure.gov.in/eprocure/app> and <http://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://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the tender will be completely rejected and EMD would be forfeited.
4. Intending tenderers are advised to visit again CPPP website URL <https://eprocure.gov.in/eprocure/app> and CWC website <http://cwc.gov.in/> at least 1 days prior to closing date of submission of tender for any corrigendum / amendment.
5. Applicant contractor must provide demand draft for Rs 500/- (Rupees Five hundred only) in favor of Executive Engineer, Lower Ganga Division-I, CWC, Patna Payable at Patna obtained from any Nationalized/ scheduled Bank with their application/downloaded tenders as the cost of tender forms/ documents. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on the department. In the case of re-tendering, the firms which have submitted the DD in earlier calls will require submitting DD along with their tender/application in subsequent calls also. Tender not accompanied with the cost of tender documents is liable to be rejected.
6. Bids will be opened as per date/time as mentioned in the Tender Key Event Sheet.

7. SUBMISSION OF DOCUMENTS ONLINE

- (i) Signed and scanned copy of valid registration certificate, experience certificates of similar works, 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 following documents are to be furnished online in the financial bid part by the Contractor along with bid as per the tender document:
 - Excel price schedule sheet as per the BOQ 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. The bidder has to submit following documents in hard copy in a sealed envelope in office before the date and time of opening of tender otherwise the bid will not be considered for opening**
 - Earnest Money Deposit in original.
 - Demand Draft towards the cost of tender document in original.
11. The bidder should not submit any other document as listed above.
12. For technical bid original tender should be submitted online along with other documents as defined under chapter 1: clause-7 above.
13. 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.
14. The time allowed for carrying out the work will be 3 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.
- 15. EMD of Rs. 35,221/- (Rupees Thirty Five Thousand Two Hundred Twenty One Only)** in the form of Treasury Challan receipt/Deposit at Call receipt of a scheduled bank/TDR/Fixed Deposit receipt of a scheduled bank/Demand Draft of a scheduled bank issued in favour of the Executive Engineer, Lower Ganga Division -1, C.W.C., Patna, payable at Patna, must be submitted.
16. 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, C.W.C., Patna payable at Patna within 7 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.
17. Tenders received without requisite Bid Security (EMD) will be summarily rejected.
18. The site for the work will be available after Letter of Acceptance (LOA).
19. 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 as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and, in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their 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.
20. 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.

21. 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.
22. 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.
23. The contractor shall not be permitted to tender for works in the Division Office (responsible for award and execution of contract) in which his near relative is posted as Divisional 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, 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.
24. 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.
25. **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.**
26. 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 7 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.
27. 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.
28. **The time allowed for carrying out the work will be 90 days 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.**

2. SUBMISSION OF DOCUMENTS

- (i) The following documents are to be furnished online in the technical bid part by the Agency along with bid as per the tender document:
 - a. Signed and scanned copy of appropriate valid registration certificate, experience certificates executed as per the tender notice, PAN and Tender Acceptance Letter (Form 3 Chapter 8).
 - b. Signed and scanned copy of previous three Financial Years (2017-18, 2018-19 & 2019-20) Income-tax return (ITR) filed copy/GST No./TIN No./Affidavit of partnership firm/ Pvt. Ltd. or public Ltd. company registered certificate.

- c. Signed and scanned copy of audited Balance sheet of last three years(2017-18, 2018-19 & 2019-20).
- d. Any other document in support of the Bid.

Before opening of tender, the Agency/Tenderer isrequired to furnish following at O/o The Executive Engineer, CWC, Amarnath Road, Adalatganj, Patna-800001.

- a. Cost of the tender amounting to Rs. 500/-
- b. **EMD of Rs. 35,221/- (Rupees Thirty Five Thousand Two Hundred Twenty One Only)**
- c. Envelope shall be marked as “*e-Tender for supply & installation of pre-fabricated Retro Reflective Direction Board for all 60 sites & 4 Sub-Divisions under the jurisdiction of Lower Ganga Division-I, CWC, Patna*” From**(The name of the agency).**

3. Qualification/Eligibility Criteria for the Tenderers:

- i). The Agency should be registered in India with permanent office in India.
- ii). The bidder should have GST No., PAN & Aadhar No.
- iii). The Firm should have experience of similar works.
- iv). Joint Ventures (JV) shall submit its full details.
- v). The Agency should not have been blacklisted by any authority. A declaration to the effect should be furnished.
- vi). The Agency shall provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Agency or any partner of a joint venture may result in failure of the contract. A declaration to the effect should be furnished.
- vii). Contractors whose near relatives are Divisional Accountant or Engineering Officers between the grades of Chief Engineer and Junior Engineer (both inclusive) in the Central Water Commission (CWC) will not be allowed to tender for works in the respective Regional office responsible for award and execution of contract is the one where the near relative is working(A declaration to the effect should be furnished). For this purpose a near relative shall mean father, mother, wife/husband, son(s), daughter(s), brother(s), sister(s).A declaration to the effect should be furnished
- viii). No Engineer or any other official employed in Engineering or Administrative duties in the Engineering Department of the Government of India is allowed to work in the CWC either as contractor or as employee of a contractor for a period of one year after his retirement from Government service unless he has obtained prior permission of Government of India to do so. Even after enlistment, if either the contractor or any of his employees is found to be a person who had not obtained the prior permission of Government of India as aforesaid, the Contract shall be cancelled.
- ix). Average Annual financial turnover of related services in Central/ State Govt. / PSU during the last three financial years, ending 31st March, 2020 should be at least Rs. 9,00,000/- (Rupees Nine Lakh Only). Relevant work orders issued by Central/ State Govt./ PSU along with satisfactory performance certificates have to be enclosed.
- x). Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract, of no less than the amount specified in the Bid Data Sheet (BDS).

4. Qualification Documents to be submitted:

- i). Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder. Appropriate business licenses/registrations:
 - a) GST No.
 - b) PAN number
- ii). Total monetary value of services performed for each of the last three financial years (2017-18, 2018-19 & 2019-20).
- iii). Copies of work orders and experience issued by Central/ State Govt. / PSU along with satisfactory performance certificates in related work for each of the last three years and details of services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts.
- iv). Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources).
- v). Audited financial statements for the last three financial years (2017-18, 2018-19 & 2019-20) (copies of the Profit and Loss (P/L) statements along with Balance Sheet for the concerned period).
- vi). Bank Account details.
- vii). Authority to seek references from the bidder's bankers.
- viii). Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned and disputed amount.
- ix). Proposals for sub-contracting components of the services amounting to more than 10 (Ten) per cent of the contract price, if any.

5. Site Visit:

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. Period of validity of tenders

The duration of the Contract shall be for a period of 90 Days which can be revised or extended depending upon the exigency of work.

7. Availability of Work Place:

The workplace would be at different sites under Lower Ganga Division-1, CWC, Patna.

8. Filling up the Technical and Financial Bid by the Bidders:

The Bidder should fill Technical and Financial bids (**Online only**) both as described in Chapter 5. In the financial bids, as per schedule of requirements in Chapter 3, the Agency should quote considering locations of H.O sites under this Division. GST should be shown separately in the financial bid.

9. Tender Security and Performance Security

i. Earnest Money Deposit (EMD):-

EMD shall be deposited in the form of Demand Draft in favour of Executive Engineer, Lower Ganga Division-1, CWC, Patna payable at Patna or in the form of a Bank Guarantee from a scheduled bank as per Proforma given in Chapter 8. In case the EMD is submitted in the form of the Bank Guarantee it shall remain valid upto 60 days beyond the final tender validity period. The tenders unaccompanied by the Tender Security/EMD will be rejected summarily.

The EMD shall be forfeited if:

- a. the tenderer withdraws its tender during the period of tender validity specified by the tenderer or
- b. the tenderer fails (in case of a successful tenderer)
 - (i) to sign the Contract within 15 days of the issue of the notification for award of the contract; or
 - (ii) to furnish the specified performance security.

Government Departments and Public Undertakings are exempted from furnishing EMD. Further, Micro and Small Enterprises (MSEs) as defined in MSME Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organization or concerned Ministry or Department are exempted from submitting EMD and Tender Document Cost.

Refund of EMD

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

ii. Performance Security

The successful bidder shall furnish performance security deposit at the rate of 5% of the contract value within 15 days after notification of the award and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. It does not carry any interest. Performance Security will be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

Performance security may be furnished in the form of account payee Demand Draft in favour of Executive Engineer, Lower Ganga Division-1, CWC, Patna payable at Patna or Fixed Deposit Receipt from a commercial bank or Bank Guarantee from commercial bank in a prescribed format as given in Chapter 8.

Performance security is liable to be forfeited in case successful tenderer does not fulfill contract obligations.

10. Contents of Tender Document:

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

- (i) Notice Inviting e-Tender
- (ii) Instruction to the Bidders
- (iii) Conditions of the Contract
- (iv) Schedule of requirements.
- (v) Specifications and allied technical details.
- (vi) Technical & Financial Bid
- (vii) Contract Form
- (viii) Other Standard forms

11. Tendering Process

i. Submission of tenders:

The e-tender shall be submitted online only at CPP website URL www.eprocure.gov.in by 22.02.2021, 15:00 Hrs. The tenderers should submit both "Technical bid" and "Financial Bid" online

only at CPP website URL www.eprocure.gov.in. The EMD along with tender fee must reach office of Executive Engineer before date and time of opening of the Technical Bid. Tenders of bidder whose EMD and tender fee does not reach in time will not be opened. Tenders must be submitted by the bidder online no later than the time and date specified in the NIT. Intending tenderers are advised to visit again CWC website www.cwc.gov.in and CPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum/amendment. The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tendering documents, in which case all rights and obligations of the Purchaser and tenderers previously subjected to the deadline will thereafter be subjected to the deadline as extended. In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of tender and opening will be carried out on the date and time as notified by the purchaser. The necessary corrigendum shall be issued in this regard by the purchaser. No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the purchaser on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security (EMD).

ii. **Opening of Bids**

Bids shall be submitted online only at CPP website URL www.eprocure.gov.in. Tenderer/Suppliers are advised to follow the instructions provided under 'Instructions to the Bidders' for the e-submission of the bids online through CPP portal. Financial Bids of only those bidders who are found technically acceptable would be considered.

iii. **Prices**

Prices quoted by the tenderer shall be fixed during the contract. Rates to be quoted by the tenderer should be all inclusive GST.

- a. All prices should be in Indian National Rupee (INR).
- b. The amount should be written both in figures and in words.
- c. Prices for each item shall be furnished online only.
- d. The tenderer should quote for all the sites mentioned in the Schedule of Requirement. The tenders not quoting for all the services at all the sites shall be rejected.
- e. The e-tender for the **Supply & Installation of pre-fabricated 124 nos. of Retro Reflective Direction Board for all 60 sites & 4 Sub-Divisions under the jurisdiction of LGD-1, CWC, Patna** shall remain open for acceptance for a period of 90 (Ninety) days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to government, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the services.

iv. **Evaluation of Tenders**

- a) The tenders will be evaluated on the basis of specifications as given the tender document and unit rate of each item and total cost. The Technical Bids will be evaluated based on the track record and past experience of the firm in executing similar works with Government/Semi- Government Agencies.
- b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document. Further, in case the same lowest rate is quoted by more than one eligible firm, the selection will be based on the track record and past experience of the firm in executing similar works with Government/Semi- Government Agencies and the BID EVALUATION COMMITTEE will recommend the most responsive bidder in all respect.

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

V. Award of Work

Within 15 (Fifteen) days of the receipt of notification of award from the Purchaser, the successful tenderer shall sign the contract agreement as given at Chapter 6 and furnish the specified Performance Security.

12. Bid Data sheet

A: GENERAL

- i). Name and address of the purchaser: The Executive Engineer,
Lower Ganga Division-1,
Amarnath Road, Adalatganj
Patna-800001, Bihar
- ii). TENDERNUMBER: NIT No. LGD-1/CWC/HQ-60/ Direction Board/2021/05 dated: 11.02.2021
- iii). Qualification requirements: -As per specified in tender document.

B: PRE-BID MEETING

Pre bid meeting: The bidder's designated representative is invited to attend a pre bid meeting which will take place at **O/o The Executive Engineer, LGD-1, Amarnath Road, Adalatganj, Patna-800001 on 16.02.2021 at 15:00 hrs.** The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

C: PREPARATION OF BIDS

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

D: SUBMISSION OF BIDS

- i). Only online bids shall be accepted.
- ii). Last date and time for bid submission is 22.02.2021 till 15.00 Hrs.

E: BID OPENING AND EVALUATION

- i). The Technical bid of the e-tender will be opened online at 15.00 hrs on 23.02.2021 in presence of the tenderers who wish to see the online opening through their authorized representative in this office. The time of opening of financial bids will be intimated later.

F: VARIATION IN QUANTITY OF SITES

- i). Percentage of quantity of sites may increase or decrease by 10%.

G: SETTLEMENT OF DISPUTES

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

Chapter 2. Conditions of Contract

13. Definitions & Interpretations

Services mean the services as identified in the tender document and to be provided at the purchaser's facility as per the contract.

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

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

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

Purchaser: The President of India through Executive Engineer, Lower Ganga Division-1, CWC, Amarnath Path, Adalatganj, Patna-800001.

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

Execution Period is the period during which the Contractor is liable to carry out work without any additional cost to the purchaser.

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

e-tendering: e-tendering is web based tendering/procurement process in which buyer puts its requirements online and suppliers bid online. This tender will be processed through CPP e-tendering web portal of <https://eprocuregov.in>.

14. Scope of the work

The scope of the work is supply & installation of 124 nos of pre-fabricated Retro Reflective Direction Board for all 60 sites & 4 Sub-Divisions under the jurisdiction of Lower Ganga Division-1, CWC, Amarnath Path, Adalatganj, Patna-800001 as specified in schedule of quantities (Chapter 3).

15. Documents of Contract

All the documents shall be considered as correlative, complementary and mutually explanatory. The contract shall be read as a whole for the interpretations. All correspondences, notices etc shall form a part of the contract.

16. Interpretations

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

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

17. Contractor's responsibilities and Obligations

- a. The Contractor will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force and will be liable to indemnify the Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Contractor's negligence. The Contractor will pay all indemnities arising from such incidents and will not hold the Purchaser responsible in any manner.
- b. The Contractor is responsible to conduct 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.

- c. The Contractor is obliged to work closely with the Purchaser and abide by directives that are consistent with the terms of the Contract.
- d. The Contractor whose tender is accepted ,will be required to furnish:-
 - i. Performance Security
 - ii. Certificate of Service Tax Registration.
 - iii. Photo copy of registration certificate.
 - iv. Photo copy of PAN
 - v. GST Registration
 - vi. Up-to date VAT & Service Tax clearance certified along-with the bid documents
 - vii. Any other document as required by the purchaser

18. Purchaser's responsibilities

- a. The purchaser will ensure accuracy of all information.
- b. The purchaser will ensure the availability of sites for the work. .

19. Duration of contract

The period of operation of the contract shall be for 90 daysafter award of work. The duration of contract may be altered/ modified by the purchaser before awarding contract.

20. Confidentiality

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

21. General Conditions of Contract:

- 1) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India.
- 2) Incomplete tenders/tenders without specified EMD shall be rejected.
- 3) The bidder should not have been black listed by any Government or non-Government institutions or Government Department undertaking/public enterprises.
- 4) The Firms shall be registered in India with permanent office in India.
- 5) The contractor should be professionals & having experience in similar category in last three years having turnover of Rs. 9,00,000/- (Rupees Nine Lakh Only) per year for relevant works.
- 6) The competent authority on behalf of President of India does not bind itself to accept the lowest or any tender, and reserves its right to reject or postponed any or all of the tenders received without the assignment of any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to rejected.
- 7) 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.
- 8) Copies of other documents submitted by the tenderers pertaining to the works will be open for inspection at the office of the purchaser. Tenderer are advised to inspect and examine the site and

its surrounding and satisfy themselves before submitting their tenders, the form and nature of the site, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tender shall be deemed to have full knowledge of the site whether he/she inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other documents and has made himself aware of the scope and specifications of the work to be done.

- 9) Bidding only through e-procurement web portal of CPP (<https://eprocure.gov.in>) is acceptable under this contract.
- 10) This office shall not be liable for any financial or any other loss occur to bidder due to cancellation of tendering process at any stage by this office.

22. Penalty

- a) In case the Contractor is unable to execute the work to the satisfaction of the Engineer-in-charge or within the time limit a suitable penalty amount may be deducted from the payment of the Agency. In addition Performance Security may also to be forfeited.
- b) 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. However considering the nature of work rainfall and floods will not 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.
- d. No claim or increased costs be entertained attributable to the Force Majeure's.

25. Contract Price

- a. Service charges by the tenderer shall be fixed during the tenderer's performance of the Contract and shall not subject to any variation on any account.
- b. The prices should be given as per the format given in price schedule.
- c. Taxes as applicable shall be payable.

26. Terms of Payment

- a. The agency will submit the bill in triplicate after the completion of the work. The full payment will be released after submission of claim, complete in all respects along with Completion Certificate given by the Officer In-Charge of concerned sub-divisions of CWC.
- b. Deduction of tax at source (TDS) as per applicable rates prescribed under the Income- tax Act, 1961, shall be made by the O/o Executive Engineer, Lower Ganga Division-1, Amarnath Road, Adalatganj, Patna-800001 from every payment made under this contract.
- c. The payment may be made through cross cheque /demand draft/e-payment mode.
- d. Govt.Tax/Levy/Duty, Service Tax etc. for the work shall be borne by tenderer.

e. Payment of GST shall be made to the agency as per the rate quoted by the agency in the Financial Bid or in the running bill as per the applicable GST rate, whichever is lower.

27. Taxes and Duties

All the existing and new taxes, levies, octroi, custom and other charges levied on the services rendered by the Contractor shall be borne by the Contractor only within the quoted rates. The TDS shall be deducted at source as per the prevailing Government rules from time to time.

28. Advances

No advance payment is payable under this contract.

29. Release of Claims

After completion of work and at the time of final payment the Contractor shall give in writing, releasing the Purchaser for all the claims arising out of this contract other than specifically accepted in this contract.

30. Observance of Law

- a. The contract shall be construed and operated as an Indian contract and as per Indian laws applicable from time to time.
- b. The parties to the contract shall protect and indemnify each other against all claims or liabilities arising from the action of violation of all such laws.
- c. The resultant contract will be interpreted under Indian laws.

31. Termination of Contract

a. For Purchaser's convenience

The Purchaser can terminate the contract at any time by giving a notice of 15 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

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

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.
- ii. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc and any amount due to the Service Provider from the office shall be forfeited.

d. On every termination

- I. The Contractor shall cease further work.
- II. Under such circumstance, only the contract price properly attributable to the part of the work duly valued by the Purchaser shall be payable by the Purchaser to the Contractor. The decision of the purchaser shall be final in this respect.

32. Liquidated Damages

- a. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same.
- b. The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency.
- c. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.
- d. Notwithstanding the provisions of tender document, the Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

33. Notices

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speedpost, personal or courier deliveries. 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 other party.

34. Disputes

The decision of the Purchaser shall be final regarding the quality of services provided by the agency; the other aspects arising shall only be referred as Disputes. The Contractor may address its intention with evidences for the settlement of dispute in writing to the Purchaser. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

35. 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.

39. Extension of Contract:

The contract may be further extended up to a period of 06 (Six) Months or less at a time and not more than 03 (Three) times in total.

Chapter 3: Schedule of Requirements (list of sites)

Name of Work: e-Tender for Supply & Installation of pre-fabricated 124 nos. of Retro Reflective Direction Board (Bilingual Board, one side in Hindi and the other side shall be pasted in English mandatorily i.e. 248 nos. of retro reflective stickers will be required) for all 60 sites & 4 Sub-Divisions as mentioned below under the jurisdiction of LGD-1, CWC, Patna as per Drawing mentioned in Chapter 4.

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

Name of Division: Lower Ganga Division-1, CWC, Amarnath Path, Adalatganj, Patna-800001

| Sl. No. | Name of sites | Sub-Division | River | District | State | Appx. Distance (Km) from LGD-1, Patna |
|---------|-------------------|---|-------------|----------------|-------|---------------------------------------|
| 1 | Chhitaunighat | BurhiGandak Sub - Division, Muzaffarpur | Gandak | Kushi Nagar | UP | 368 |
| 2 | Bagaha | | Gandak | West Champaran | Bihar | 285 |
| 3 | Thakraha | | Gandak | West Champaran | Bihar | 281 |
| 4 | Kukraha | | Gandak | West Champaran | Bihar | 233 |
| 5 | Sugauli | | BurhiGandak | East Champaran | Bihar | 208 |
| 6 | Chintawanpur | | BurhiGandak | East Champaran | Bihar | 152 |
| 7 | Kanti | | BurhiGandak | Muzaffarpur | Bihar | 105 |
| 8 | Sakra | | BurhiGandak | Muzaffarpur | Bihar | 131 |
| 9 | Indo-Nepal Border | | Lakhendehi | Sitamarhi | Bihar | 161 |
| 10 | Bairganja | | Lalbekia | East Champaran | Bihar | 170 |
| 11 | Lakhoura | | Tiyar | East Champaran | Bihar | 184 |
| 12 | Madhuban | | Kachhua | East Champaran | Bihar | 149 |
| 13 | Belsand | | Bagmati | Shivhar | Bihar | 132 |
| 14 | Khadda | | Gandak | Kushi Nagar | U.P | 382 |
| 15 | Dumariaghat | | Gandak | Kushi Nagar | U.P | 182 |
| 16 | Sikandarpur | | BurhiGandak | Gopalganj | Bihar | 86 |

| | | | | | | |
|----|--------------|---|---------------|----------------|-------|-----|
| 17 | Triveni | | Gandak | West Champaran | Bihar | 356 |
| 18 | Chanpatia | | BurhiGandak | West Champaran | Bihar | 235 |
| 19 | Lalbegiaghat | | BurhiGandak | East Champaran | Bihar | 172 |
| 20 | Ahirwalia | | BurhiGandak | East Champaran | Bihar | 132 |
| 21 | Runisaidpur | | Bagmati | Muzaffarpur | Bihar | 135 |
| 22 | Dheng Bridge | | Bagmati | Sitamarhi | Bihar | 172 |
| 23 | Chatia | | Gandak | East Champaran | Bihar | 208 |
| 24 | Benibad | | Bagmati | Muzaffarpur | Bihar | 135 |
| 25 | Jai Nagar | | KamlaBalan | Madhubani | Bihar | 205 |
| 26 | Kamtaul | | Adhwara group | Darbhangha | Bihar | 180 |
| 27 | Saulighat | | Adhwara group | Madhubani | Bihar | 195 |
| 28 | Jhanjharpur | | KamlaBalan | Madhubani | Bihar | 195 |
| 29 | Ekmighat | | Adhwara group | Darbhangha | Bihar | 140 |
| 30 | Hayaghat | BagmatiKamlaBalan Sub-Division, Darbhanga | Bagmati | Darbhangha | Bihar | 156 |
| 31 | Sonbarsa | | Adhwara group | Sitamarhi | Bihar | 260 |
| 32 | Bishunpur | | Bagmati | Darbhangha | Bihar | 158 |
| 33 | Saharghat | | Adhwara group | Madhubani | Bihar | 205 |
| 34 | Kapasiya | | KamlaBalan | Madhubani | Bihar | 180 |
| 35 | Kakarghatti | | KamlaBalan | Darbhangha | Bihar | 157 |
| 36 | Nirmali | | Kosi | Supaul | Bihar | 230 |
| 37 | Jhagarua | | KamlaBalan | Madhubani | Bihar | 200 |
| 38 | Khagaria | Kosi Sub-Division, Begusarai | BurhiGandak | Khagaria | Bihar | 188 |
| 39 | Rosera | | BurhiGandak | Samastipur | Bihar | 130 |
| 40 | Samastipur | | BurhiGandak | Samastipur | Bihar | 183 |

| | | | | | | |
|----|-----------------|--------------------------------------|---------------|------------|-------|-----|
| 41 | Baltara | | Kosi | Khagaria | Bihar | 220 |
| 42 | Kursela | | Kosi | Katihar | Bihar | 275 |
| 43 | Basua | | Kosi | Supaul | Bihar | 420 |
| 44 | Badlaghat | | Bagmati | Khagaria | Bihar | 200 |
| 45 | Mohauddin Nagar | | Baya | Samastipur | Bihar | 205 |
| 46 | Bachhwara | | Baya | Begusarai | Bihar | 175 |
| 47 | DalsinghSara | | Noon | Samastipur | Bihar | 220 |
| 48 | Dhamaraghat | | Kosi | Khagaria | Bihar | 210 |
| 49 | Taibpur | Lower Mahananda Sub-Division, Purnea | Mahananda | Kishanganj | Bihar | 506 |
| 50 | Araria | | Parmaan | Araria | Bihar | 427 |
| 51 | Chargharia | | West Kankai | Purnea | Bihar | 380 |
| 52 | Birpur | | Kosi | Supaul | Bihar | 474 |
| 53 | Galgalia | | Mechi | Purnea | Bihar | 526 |
| 54 | Dhengraghat | | Mahananda | Purnea | Bihar | 425 |
| 55 | Jhawa | | Adhwara group | Madhubani | Bihar | 430 |
| 56 | Moujabadi | | Mahananda | Kishanganj | Bihar | 460 |
| 57 | Rauta | | Kankai | Purnea | Bihar | 445 |
| 58 | Bathnaha | | Parmaan | Araria | Bihar | 468 |
| 59 | Amour | | Parmaan | Purnea | Bihar | 425 |
| 60 | Sikti | | Bakra | Araria | Bihar | 467 |

Chapter 4: Specifications and allied Technical Details

The technical specifications and Drawing are given below for fabrication, Supply & Installation of 124 nos of Retro Reflective Direction Board for all 60 sites & 4 Sub-Divisions under the jurisdiction of LGD-1, CWC, Patna,

I. Technical specifications

| Sl. No. | Item | specifications |
|---------|---|--------------------|
| 01. | MS Angle | 40x40x6mm |
| 02. | MS Sheet | 2.8 MM thickness |
| 03. | High intensity retro - reflective sheet | as per IRC 67-2001 |

Drawing of Retro-reflective direction board

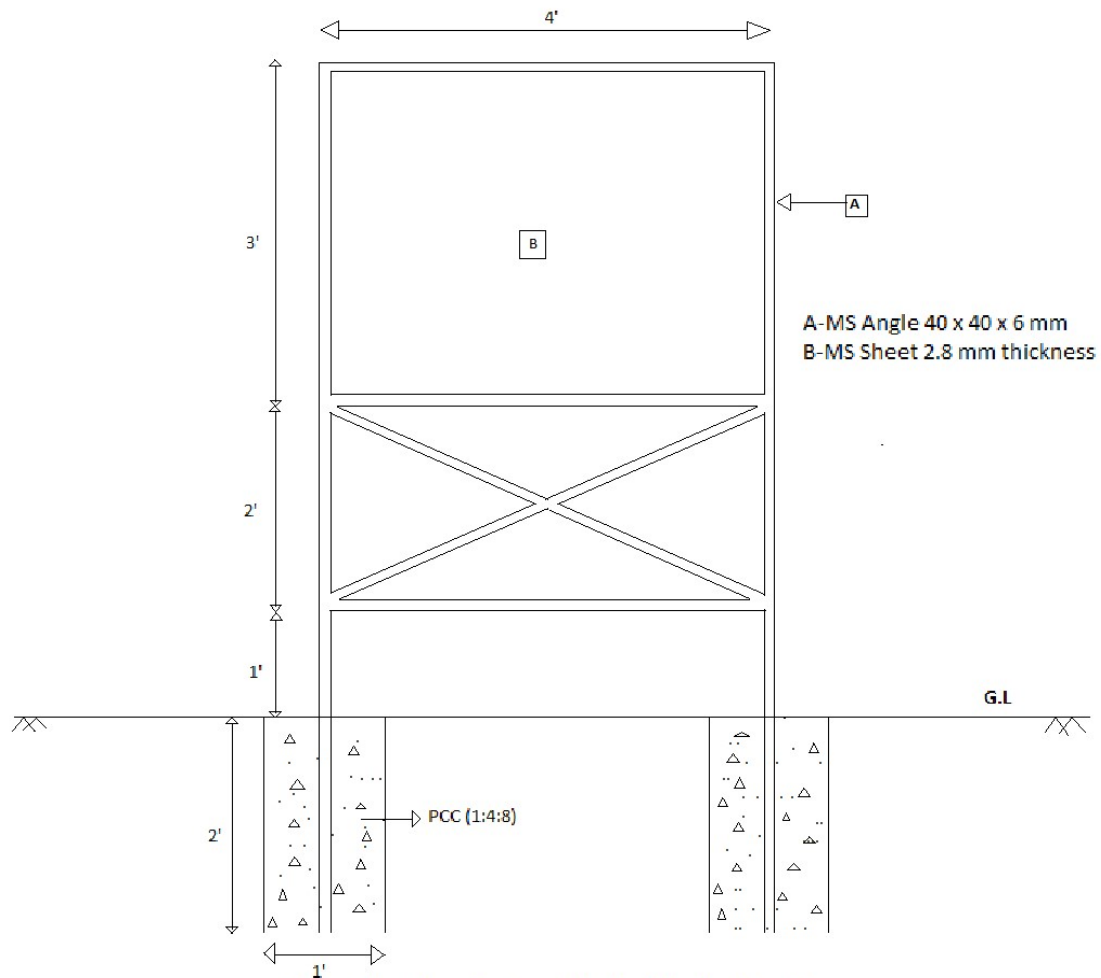


Fig.-1 : Elevation of Retro-reflective direction board

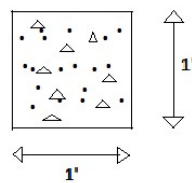


Fig.-2 : Plan of foundation

II. The sample of Bilingual Board(one side in Hindi and the other side shall be pasted in English mandatorily) is as follows:



**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
LOWER GANGA DIVISION-1, PATNA**

..... SUB-DIVISION.....
.....SITE,
DISTRICT-, PIN-.....
RIVER-.....
ESTABLISHED. -.....
..... M.



**भारत सरकार
केन्द्रीय जल आयोग
निचली गंगा मंडल-1, पटना**

..... उपमंडल,
..... स्थल,
जिला-, पिन-.....
नदी-
स्थापित-
.....मी.





GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
LOWER GANGA DIVISION-1, PATNA

..... SUB-DIVISION,

..... SITE OFFICE,

DISTRICT-, PIN-.....

RIVER-

ESTABLISHED. -.....

..... Meter



भारत सरकार
केन्द्रीय जल आयोग
निचली गंगा मंडल-1, पटना

..... उपमंडल,

..... स्थलकार्यालय,

जिला-, पिन-.....

नदी-

स्थापित-

..... मीटर





सत्यमेव जयते

GOVERNMENT OF INDIA

CENTRAL WATER COMMISSION

LOWER GANGA DIVISION-1, PATNA

..... SUB-DIVISION OFFICE

.....,PIN -.....

.....M.



सत्यमेव जयते

भारत सरकार

केन्द्रीय जल आयोग

निचली गंगा मंडल-1, पटना

..... उपमंडल कार्यालय

....., पिन-

.....मी.



➤ **Mandatory:-**

- It is directed to the Agencies/vender, that the above sample format of Retro-Reflective direction board must be filled in. The details of all 60 sites & 4 Sub-Divisionsis mentioned in the Chapter 3 of tender document.
- It is directed to the Agencies/vender to contact this office, before taking print of theretro-reflective sticker, so that, any unforeseen error in printing may be avoided.

Chapter 5: Technical and Financial Bids

TECHNICAL BID

Name of Work: Supply & Installation of 124 nos of pre-fabricated Retro Reflective Direction Board for all 60 sites & 4 Sub-Divisions under the jurisdiction of LGD-1, CWC, Patna

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

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

(To be furnished online only.)

| Sl.No. | Particulars | To be filled by the tenderer (Yes or No) |
|--------|--|--|
| 1. | Name of the Agency | |
| 2. | Date of establishment of the Agency | |
| 3. | Detailed office address of the Agency with Office Telephone Number, Mobile Number and name of the contact person(copy to be enclosed) | |
| 4. | Whether registered with and holding license from all concerned Government Authorities.(Copies of all certificates of registration to be enclosed) | |
| 5. | PAN/TAN Number (copy to be enclosed) | |
| 6. | Aadhar No. (copy to be enclosed) | |
| 7. | GST 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 (2017-18,2018-19 , 2019-20) with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached) | |
| 13. | Whether Supplying pre-fabricated Retro Reflective Direction Board with the material specification as below: <ul style="list-style-type: none"> • MS Angle:40x40x6mm • MS Sheet :2.8 MM thick • High intensity retro - reflective sheet as per IRC 67-2001 | |

Signature of the bidder with seal

FINANCIAL BID

Name of Work: Supply & Installation of 124 nos. of pre-fabricated Retro Reflective Direction Board for all 60 sites & 4 Sub-Divisions under the jurisdiction of LGD-1, CWC, Patna.

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

Name of Division: Lower Ganga Division-1, Central Water Commission, Patna

(To be fill in BOQ xls. format at CPP Portal only)

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

Subject:-Quotation for award of contract for Supply & Installation of 124 nos. of pre-fabricated Retro Reflective Direction Board for all 60 sites & 4 Sub-Divisions under the jurisdiction of LGD-1, CWC, 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:

| Sl. No. | Particulars | Quantity | Rate (in Figures) (Rs.) | Total amount for 124 nos. pre-fabricated Retro Reflective Direction Board (Rs.) |
|---------|---|----------|----------------------------|--|
| I | II | III | IV | V |
| 1. | Supply & Installation of pre-fabricated Retro Reflective Direction Board for all 60 sites & 4 Sub-Divisions under the jurisdiction of LGD-1, CWC, Patna | 124 Nos. | | |

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.

Yours faithfully,

(Authorized Signatory)
(With name/designation, contact no & seal)

Chapter 6: Contract Form

CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the.....day of.....20.....between Executive Engineer, Lower Ganga Division-1, Central Water Commission, Patna(*Name of purchaser*) (*hereinafter "the Purchaser"*) of one part and (*Name of Agency*) of..... (*City and Country of Agency*) (*hereinafter called "the Agency"*) of the other part:

WHEREAS the Purchaser invited Tenders for Supply & Installation of 124 nos. of pre-fabricated Retro Reflective Direction Board for all 60 sites & 4 Sub-Divisions under the jurisdiction of LGD-1, CWC, Patna and has accepted a Tender by the Agency for the supply of above mentioned work in the sum (*Contract Price in Words and Figures*) (*hereinafter called "the Contract Price"*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. the tender form, technical bid and the price schedule submitted by the Tenderer ;
 - b. Tender document
 - c. amendments to the tender document;
 - d. Post tender opening correspondence ; and
 - e. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Agency as hereinafter mentioned, the Agency hereby covenants with the Purchaser to provide the work and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Agency in consideration of the provision of the work and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and

Brief particulars of the work which shall be supplied/provided by the Agency are as under :

| Brief description of Work | Amount in Rs. | |
|---|---------------|----------|
| | in figures | in words |
| Supply & Installation of 124 nos. of pre-fabricated Retro Reflective Direction Board for all 60 sites & 4 Sub-Divisions under the jurisdiction of LGD-1, CWC, Patna | | |

TOTAL VALUE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

| | |
|---|---|
| Signed, Sealed and Delivered by the said..... (For the Purchaser) in the presence of:..... | Signed, Sealed and Delivered by the said (For the Agency) in the presence of: |
|---|---|

Chapter 7: Schedules

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

| Sl No. | Description | Hire charges per day | Place of issue |
|--------|-------------|----------------------|----------------|
| 1 | 2 | 3 | 4 |
| | NIL | | |

SCHEDULE 'C':(Extra schedule for specific requirements/document for the work, if any)

Detailed Drawings: Attached- Page 23-26.

SCHEDULE 'D':Reference to General Conditions of Contract

Name of Work : e-Tender for Supply & Installation of 124 nos of pre-fabricated Retro Reflective Direction Board for all 60 sites & 4 Sub-Divisions under the jurisdiction of LGD-1, CWC, Patna.

Estimated cost of Work (with GST) : Rs. 17,66,040/- (Rs. Seventeen Lakhs Sixty Six Thousand And Forty).

Earnest Money : Rs. 35,221/- (Rupees Thirty Five Thousand Two Hundred Twenty One Only)

Performance Guarantee : 3% of the tendered value

SCHEDULE 'E':

General Rules & Directions :

Executive Engineer, Lower Ganga
Officer Inviting Tender : Division -1, Central Water Commission,
Patna

Maximum percentage for quantity of items of work
to be executed beyond which rates are to be : As per rules
determined in accordance with Chapter 1: Clause 12
(F)

Definitions :

- (i) Engineer-in-Charge : Executive Engineer, Lower Ganga
Division -1, Central Water Commission,
Patna
- (ii) Accepting Authority : Competent Authority
- (iii) Standard Schedule of Rates : DSR 2018-19
- (iv) Department : Central Water Commission

Chapter 8: Other Standard Forms

Form 1

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas
(herein after called the "tenderer")
has submitted their offer dated..... for the
supply of
(herein after called the "tender")
against the purchaser's tender enquiry No.
KNOW ALL MEN by these presents that WE of
..... having our registered office at
..... are bound unto
(herein after called the "Purchaser")
in the sum of
..... for which payment
will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these
presents. Sealed with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

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

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 60 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

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

Form 2

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The President of India

WHEREAS (name and address of the supplier) (herein after called "the supplier") has undertaken, in pursuance of contract no..... datedfor"Supply & Installation of 124 nos. of pre-fabricated Retro Reflective Direction Board for all 60 sites & 4 Sub-Divisions under the jurisdiction of LGD-1, CWC, Patna"(description of work) (herein after called "the contract").

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

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

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

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

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

This guarantee shall be valid until the day of, 20.....

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

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

Form 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-60/Direction Board/2021/05 dated: 11.02.2021)

Name of Tender/Services: - Supply & Installation of 124 nos. of pre-fabricated Retro Reflective Direction Board for all 60 sites & 4 Sub-Divisions under the jurisdiction of LGD-1, CWC, Patna.

Dear Sir,

1. 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).

2. I / We hereby certify that I / we have read the tender document of above mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your Division/ organization, if any, too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your Division/ organisation shall be at liberty to reject this tender/bid including the 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)

Cost of Tender Document Rs. 500/-

(Tender No. LGD-1/CWC/HQ-60/Direction Board/2021/05 dated: 11.02.2021)

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION

LOWER GANGA DIVISION-1
AMARNATH PATH, ADALATGANJ
PATNA-800001 BIHAR

This Tender document contains 35 pages

Issued to :

Date of receipt of tender fee :

Date of issue :

Signature of the issuing
Authority :