

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 केंद्रीय जल आयोग

Central Water Commission

TENDER DOCUMENT

FOR

Laying of cement concrete paver blocks at the premises of Akashdeep Building under Middle Ganga Division-3, Varanasi



NIT No: 06/MGD-3/2022-23 Dt. 16.02.2023

Date of Publishing : 16-02-2023 from 1600 Hrs

Last date for online submission of tender : 23-02-2023 upto 1600 Hrs

Due date for opening of tender : 24-02-2023 at 1630 Hrs

Officer Inviting Tender : Executive Engineer,

Middle Ganga Division-3, Central Water Commission, Varanasi, Uttar

Pradesh-221002.

E-mail ID: eemgd3-cwc@gov.in

Certified that this tender document contains 28 pages only.

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Government of India

भारत सरकार

Central Water Commission

केंद्रीय जल आयोग

Middle Ganga Division-3 Varanasi, Uttar

Pradesh

मध्य गंगा मंडल-3 वाराणसी, उत्तर प्रदेश

NOTICE INVITING e-TENDER

ई - निविदा आमंत्रण सूचना

Nit No:- 5/5/MGD-3/2022-23/

Date:

The Executive Engineer (EE), Middle Ganga Division-3, Central Water Commission, Varanasi invites on behalf of the President of India, online e-Tender vide Tender No.: 06/MGD-3/2022-23 dated 16th February 2023 comprising of Technical and Financial bids from an experienced and eligible contractors who have carried out similar works in CWC, other Govt. offices, PSUs & any other reputed firms for the work "Laying of cement concrete paver blocks at the premises of Akashdeep Building under Middle Ganga Division-3, Varanasi.

भारत के राष्ट्रपति की ओर से अधिशासी अभियंता (ईई), मध्य गंगा मंडल-3, केंद्रीय जल आयोग, वाराणसी ऑनलाइन ई-निविदा संख्या: 06/MGD-3/2022-23 दिनांक 16 फरवरी 2023 के माध्यम से ऑनलाइन ई-निविदा आमंत्रित करते है जिसमें तकनीकी और वित्तीय बोलियां शामिल हैं। ऐसे ठेकेदार जो अनुभवी और योग्य हों तथा जिन्होंने सीडब्ल्यूसी, अन्य सरकारी कार्यालय, सार्वजिनक उपक्रम और किसी अन्य प्रतिष्ठित संस्थानों में इसी तरह के काम जैसे मध्य गंगा मंडल -3, वाराणसी कार्यालय में सीमेंट कंकीट पेवर ब्लॉक बिछवाने का कार्य।

Name of work : Laying of cement concrete paver blocks at the premises of Akashdeep Building

under Middle Ganga Division-3, Varanasi

कार्य का नाम मध्य गंगा मंडल- 3. वाराणसी कार्यालय में सीमेंट कंक्रीट पेवर ब्लॉक बिछवाने का

कार्य

Estimated Cost : Rs. 3,97,743/- (Rupees Three Lakhs Ninty Seven Thousand Seven Hundred

Forty Three Only)

अनुमानित लागत . Rs. 3,97,743/- (रुपए तीन लाख संतानब्बे हज़ार सात सौ तिरालिस मात्र)

Security Deposit : 2.5 % of the gross amount of the bill

सुरक्षा जमा : बिल की कुल राशि का 2.5% Performance guarantee : 3 % of tendered value प्रदर्शन गारंटी : निविदा मूल्य का 3%

Completion Period : 30 Days from the date of issue of Work Order पर्णता अवधि : कार्य आदेश जारी होने की तिथि से 30 दिन

Schedule of e-Tender ई-निविदा की अनुसूची

Date and time of issue of bid document online: 16-02-2023 from 1600 hrs.ऑनलाइन बोली दस्तावेज जारी करने की तिथि और समय: 16-02-2023, 16:00 बजे से।Tender document available online from: 23-02-2023 from 1600 hrs.निविदा दस्तावेज के ऑनलाइन उपलब्ध होने का समय: 23-02-2023, 16:00 बजे से।

Last date and time for submission of bids online : 23-02-2023 upto 1600 hrs.

ऑनलाइन बोलियां जमा करने की अंतिम तिथि और समय : 23-02-2023, 16:00 बजे तक।

Date and Time of Pre-Bid Meeting 17-02-2023 (13:00 hrs) at O/o Executive Engineer,

Middle Ganga Division-3, Central Water Commission,

Varanasi, Uttar Pradesh - 221002.

बोली से पूर्व बैठक की तिथि और समय 17-02-2023 (13:00 बजे), अधिशासी अभियंता का

कार्यालय, मध्य गंगा मंडल-३, केंद्रीय जल आयोग, वाराणसी,

उत्तर प्रदेश - 221002 ।

 Date and time of opening of bids
 : 24-02-2023 at 16:30 hrs

 बोलियां खोलने की तिथि और समय
 24-02-2023, 16:30 बजे

Place of opening of bids Online in O/o Executive Engineer, Middle Ganga

Division-3, Central Water Commission, Varanasi, Uttar

Pradesh- 221002.

बोलियां खोलने का स्थान अधिशासी अभियंता का कार्यालय, मध्य गंगा मंडल-३, केंद्रीय

जल आयोग, वाराणसी, उत्तर प्रदेश - 221002 ।

2. Bid Documents can be downloaded from CWC website http://cwc.gov.in or from the Central Public Procurement Portal https://eprocure.gov.in/eprocure/app free of cost.

बोली दस्तावेज सीडब्ल्यूसी की वेबसाइट http://cwc.gov.in या केंद्रीय सार्वजनिक खरीद पोर्टल https://eprocure.gov.in/eprocure/app से निःशुल्क डाउनलोड किए जा सकते हैं ।

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

केवल सीपीपी पोर्टल (https://eprocure.gov.in/eprocure/app) पर प्राप्त बोलियों पर ही विचार किया जाएगा । किसी अन्य माध्यम से भेजी गई बोलियां सीलबंद लिफाफे/ईमेल/पोस्ट/फैक्स आदि फॉर्म को अस्वीकार कर दिया जाएगा।

4. Any change/corrigendum/extension of opening date in respect of this tender shall be issued through CPP Portal only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our CPP Portal for updates.

इस निविदा के संबंध में खुलने की तिथि में कोई भी परिवर्तन/शुद्धिपत्र/विस्तार केवल सीपीपी पोर्टल के माध्यम से ही जारी किया जाएगा ।इस संबंध में कोई प्रेस अधिसूचना जारी नहीं की जाएगी। इसलिए बोलीदाताओं से अनुरोध है कि अपडेट के लिए नियमित रूप से हमारे सीपीपी पोर्टल पर जाएं।

5. ELIGIBILITY CONDITIONS FOR THE TENDERERS

(i) The contractor should be registered with any Central Government Department/ any state Govt. Department.

े ठेकेदार को किसी केंद्र सरकार / राज्य सरकार के विभाग में पंजीकृत होना चाहिए ।

(ii) They should have a Valid PAN No.

उनके पास वैध पैन नंबर होना चाहिए।

(iii)They should have a Valid GST Registration No. उनके पास वैध जीएसटी पंजीकरण संख्या होनी चाहिए।

- (iv) The Firm should have experience of similar works executed in the field of construction. फर्म को निर्माण के क्षेत्र में किए गए समान कार्यों का अनुभव होना चाहिए।
- (v) The renderer should have successfully Completion Certificate for similar works of following amounts during the three years ending 31.03.2022:

Three similar works costing less than 40%.

Or Two similar works costing not less than 60%

Or One similar works costing not less than 80%.

निविदाकर्ता के पास निम्नलिखित के समान कार्यों के लिए 31.03.2022 को समाप्त तीन वर्षों के दौरान सफलतापूर्वक पूर्णता प्रमाण पत्र होना चाहिए:

तीन समान कार्यों की लागत 40% से कम है।

या दो समान कार्य जिनकी लागत 60% से कम न हो

या एक समान कार्य की लागत 80% से कम न हो।

6. **Verification of Details:** Executive Engineer, Middle Ganga Division-3, CWC, Varanasi 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.

विवरण का सत्यापन: अधिशासी अभियंता, मध्य गंगा मंडल-3, सीडब्ल्यूसी, वाराणसी के पास निविदाकर्ता द्वारा प्रस्तुत विवरण को स्वतंत्र रूप से सत्यापित करने का अधिकार आरक्षित है। यदि निविदाकर्ता के द्वारा प्रस्तुत की गई कोई जानकारी गलत पाई गई तो निविदाकर्ता की बयाना राशि/प्रदर्शन गारंटी जब्त कर ली जाएगी और उसे भविष्य में सीडब्ल्यूसी के कार्यों के लिए निविदा देने से वंचित कर दिया जाएगा।

7. **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.

समझौता: सफल निविदाकर्ता के साथ निर्धारित प्रपत्र संख्या सीपीडब्ल्यूडी 7/8 पर समझौता किया जाएगा (संलग्न) । निविदाकर्ता उक्त प्रपत्र के नियमों और शर्तों के अनुसार अपनी दरें उद्धृत करेगा, जो समझौते का हिस्सा होगा।

- 8. **Period of Contract:** The duration of the Contract shall be for a period of 90 (Ninety) Days from the date of issue of Work Order which can be revised or extended depending upon the exigency of work.
 - अनुबंध की अविध: अनुबंध की अविध कार्य आदेश जारी करने की तिथि से 90 (नब्बे) दिनों की अविध के लिए होगी, जिसे कार्य की आवश्यकता के आधार पर संशोधित या बढाया जा सकता है।
- 9. **Availability of Work Place:** The workplace would be at different sites under Middle Ganga Division-3, CWC, Varanasi.
 - कार्य स्थल की उपलब्धताः कार्यस्थल मध्य गंगा मण्डल -३, सीडब्ल्यूसी, वाराणसी के अंतर्गत विभिन्न स्थलों पर होगा।
- 10. 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.

निविदाकर्ता द्वारा कार्य स्थल का दौरा: निविदाकारों को प्रोत्साहित किया जाता है कि निविदा जमा करने से पहले वो कार्यस्थलों का निरीक्षण और जांच कर खुद को संतुष्ट / अवगत कर लेंगे तथा सभी आवश्यक जानकारी स्वयं प्राप्त करेंगे जैसे कि कार्यस्थलों के आस-पास के काम की प्रकृति / साधन की पहुंच और सामान्य तौर पर जोखिमों, आकस्मिकताओं के बारे में और अन्य परिस्थितियां जो उनकी निविदा और दरों को प्रभावित कर सकती हैं। एक निविदाकार को कार्यस्थल के बारे में पूरी जानकारी होना समझा जाएगा भले ही वह कार्यस्थलों का निरीक्षण करता है या नहीं, और इसके परिणामस्वरूप कोई गलतफहमी / चूक होने या अन्यथा होने पर कोई अतिरिक्त भुगतान / मुआवजा नहीं दिया जाएगा। निविदाकर्ता सभी सामग्रियों, उपकरणों और संयंत्रों की व्यवस्था और रखरखाव के लिए, उनके कर्मियों और सभी के लिए पहुंच, सुविधाओं के लिए तथा अन्य आवश्यक सेवाओं को अपने स्वयं के खर्च पर कार्य निष्पादित करने के लिए जिम्मेदार होगा जब तक कि इसका अनुबंध दस्तावेजों में विशेष रूप से उल्लेख न किया गया हो।

11. Acceptance of Tender: The Executive Engineer, Middle Ganga Division-3, CWC, Varanasi 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. Executive Engineer, Middle Ganga Division-3, CWC, Varanasi 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.

निविदा की स्वीकृति: अधिशासी अभियंता, मध्य गंगा मण्डल-3, सीडब्ल्यूसी, वाराणसी कम या किसी अन्य निविदा को स्वीकार करने के लिए बाध्य नहीं है और बिना कोई कारण बताए प्राप्त निविदाओं को स्वीकार या अस्वीकार करने का अधिकार सुरक्षित रखता है। अधिशासी अभियंता, मध्य गंगा मण्डल-3, सीडब्ल्यूसी, वाराणसी के पास निविदा को पूर्ण या उसके किसी भाग को स्वीकार करने का अधिकार सुरक्षित है और निविदाकर्ता उद्धृत दर और शर्तो पर कार्य करने के लिए बाध्य होगा।

12. Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.

ऐसी निविदाएं, जिनमें निर्धारित शर्तों को पूरा नहीं किया गया है या किसी भी तरह से अपूर्ण हैं, उनको अस्वीकार किया जा सकता है।

- 13. 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.
 - निविदा के संबंध में प्रत्यक्ष या अप्रत्यक्ष रूप से प्रचार करना सख्त वर्जित है और निविदाकार द्वारा प्रस्तुत की गई निविदा जो प्रचार का सहारा लेती है, अस्वीकृति के लिए उत्तरदायी होगी।
- 14. 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 Middle Ganga Division-3, CWC, Varanasi 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 Gazette officers in any CWC office and Ministry of Water Resources, 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.

निविदाकार को कार्य के लिए निविदा देने की अनुमित नहीं दी जाएगी यदि उसका कोई निकट संबंधी अधिशासी अभियंता का कार्यालय, मध्य गंगा मंडल-3, सीडब्ल्यूसी, वाराणसी या अन्य सीडब्ल्यूसी कार्यालयों में लेखा अधिकारी / मंडल लेखाकार या एक अधिकारी के रूप में किसी भी क्षमता में या किष्ठ अभियंता और उसके ऊपर के स्तर पर तैनात हो। निविदाकर्ता उन व्यक्तियों के नाम भी सूचित करेगा जो वर्तमान में उसके साथ काम कर रहे हैं और जल संसाधन, आरडी और जीआर या किसी भी सीडब्ल्यूसी कार्यालय और मंत्रालय में राजपित्रत अधिकारियों के करीबी रिश्तेदार हैं। निविदाकर्ता की ओर से इस शर्त के किसी भी उल्लंघन के लिए अयोग्य घोषित किया जा सकता है।

15. **Signing of Contract Agreement:** The successful Tenderer/Contractor on acceptance of his tender by the accepting authority of CWC shall deposit 3 % of the tendered and accepted value of the work (without limit) as performance guarantee within 15 days of issue of the letter of acceptance as per para 21.1(1) & (2) of CPWD Manual.

अनुबंध समझौते पर हस्ताक्षर: सफल निविदाकार/ठेकेदार अपनी निविदा की स्वीकृति पर सीडब्ल्यूसी के स्वीकृत प्राधिकारी द्वारा निविदा और स्वीकृत मूल्य का 3% सीपीडब्ल्यूडी नियमावली के पैरा 21.1(1) और (2) के अनुसार पत्र जारी होने के 15 दिनों के भीतर निष्पादन गारंटी के रूप में कार्य (बिना सीमा के) स्वीकृति जमा करना होगा ।

- 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.
 - क. 'निविदा आमंत्रण सूचना', 'सामान्य शर्तें और खंड' सिहत सभी दस्तावेज अनुबंध', 'विशेष नियम और शर्तें','कार्य का दायरा और विनिर्देशों' के रूप में निविदा बना रहे हैं: सभी के साथ निविदा आमंत्रण और उसकी स्वीकृति के समय जारी किया गया इसके लिए अग्रणी पत्राचार।
- b. Standard CPWD Form-7/8: Item Rate Tenders & Contract for Works.
 ख. मानक सीपीडब्ल्यूडी फॉर्म-7/8: मद दर निविदाएं और कार्यों के लिए अनुबंध।
- 16. **Performance Security:** The successful bidder shall furnish Performance Security of an amount of 3 % of the contract value within 15 (fifteen) days from the date of issue of letter of intent/acceptance of tender The Performance Security would be retained by the CWC till satisfactory completion of period of contract. The Performance Security shall remain valid till 60 (Sixty) days of the completion of all contractual obligations including warranty obligation.

प्रदर्शन सुरक्षा: सफल बोलीदाता को पत्र/स्वीकृति के जारी होने की तारीख से 15 (पंद्रह) दिनों के भीतर अनुबंध मूल्य का 3 % की राशि की प्रदर्शन सुरक्षा प्रस्तुत करनी होगी। निविदा अविध के संतोषजनक पूरा होने तक सीडब्ल्यूसी द्वारा निष्पादन सुरक्षा को बरकरार रखा जाएगा। प्रदर्शन सुरक्षा / वारंटी दायित्व सिहत सभी संविदात्मक दायित्वों को पूरा करने के 60 (साठ) दिनों तक वैध रहेगी।

- 17. The Technical bid of the tender will be opened online at **16:30 hrs on 24-02-2023** in presence of the tenders or through their authorized representative who wish to see the online opening of tender in this office. The time of opening of financial bids will be intimated later.
 - निविदा की तकनीकी बोली दिनांक 24-02-2023 को 16.30 बजे निविदाकार या उनके अधिकृत प्रतिनिधि जो ऑनलाइन उद्घाटन को देखना चाहते हैं की उपस्थिती में खोली जाएगी। वित्तीय बोली खोलने का समय बाद में सूचित किया जाएगा।
- 18. The NIT can be downloaded from Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) or www.cwc.gov.in. However, in order to be able to participate in the tender it is mandatory to download official copy of tenders after uploading proof of payment of tender document fee from

https://eprocure.gov.in/eprocure/app.

एनआईटी को केंद्रीय सार्वजनिक खरीद पोर्टल (यूआरएल: https://eprocure.gov.in/eprocure/app) या www.cwc.gov.in से डाउनलोड किया जा सकता है । हालांकि, निविदा में भाग लेने के लिए यह आवश्यक है कि निविदा दस्तावेज शुल्क के भुगतान का प्रमाण पत्र अपलोड करने के बाद निविदा की आधिकारिक प्रति https://eprocure.gov.in/eprocure/app से डाउनलोड कर लें ।

Executive Engineer, Middle Ganga Division-3, Central Water Commission, Varanasi.

Copy for kind information to:-

- 1. Superintending Engineer (C), LGBO, CWC, Patna. अधीक्षण अभियंता (स.), एलजीबीओ, सीडब्ल्यूसी, पटना।
- 2. Superintending Engineer, Hydrological Observation Circle, CWC, Varanasi. अधीक्षण अभियंता, जल विज्ञानीय प्रेक्षण परिमंडल, सीडब्ल्यसी, वाराणसी।
- 3. Notice Board, Middle Ganga Division-3, CWC, Varanasi. नोटिस बोर्ड, मध्य गंगा मण्डल-3, केंद्रीय जल आयोग, वाराणसी।
- 5. Web Portal of Central Water Commission (http://cwc.gov.in/tenders) केंद्रीय जल आयोग का वेब पोर्टल (http://cwc.gov.in/tenders)

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, in last three years to any Central/State Govt/PSU. **Copy of Work Orders and corresponding Completion Certificates of Works issued by the Tender Accepting / Executing Authority may be appended.**
- (v) Similar works shall mean work of Civil/Fabrication/Construction related work.
- (vi) The Average Annual financial turnover of the firm during the last three financial years, ending 31st March, 2022 of the previous financial year (2019-20, 2020-21, & 2021-22) should be at least equal to 100 % of total estimated cost and should be at least equal to 110 % of total estimated cost in case of joint ventures (JV). In this context, the audited balance sheet and copies of Income Tax Return for last three financial years (2019-20, 2020-21, & 2021-22) shall be appended.
- 6.1. **Verification of Details:** Executive Engineer, Middle Ganga Division-3, CWC, Varanasi reserves the right to verify the particulars furnished by the Tenderer independently. If any information furnished by the Tenderer is found to be incorrect at a later stage, his / her Earnest Money / performance guarantee shall be forfeited and he / she shall be debarred from tendering for the works of CWC in future.
- 6.2. **Agreement:** Agreement shall be drawn with the successful tenderer on prescribed Form No CPWD 7/8 (enclosed). The tenderer shall quote their rates as per terms and conditions of the said form, which shall form part of the agreement.
- 6.3. **Period of Contract:** The duration of the Contract shall be for a period of 30 Days which can be revised or extended depending upon the exigency of work.

- 6.4. **Availability of Work Place:** The workplace is available under the jurisdiction of Middle Ganga Division-3, CWC, Varanasi.
- 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, Middle Ganga Division-3, CWC, Varanasi or other CWC offices located as an Accounts Officer / Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above. The tenderer shall also intimate the names of persons who are presently working with him / her and are near relatives to Gazetted officers in any CWC office and Ministry of Jal Shakti, RD & GR. Any breach of this condition on the part of the tenderer would render him / her liable to be disqualified for the award of work.
- 6.10. **Signing of Contract Agreement:** The successful Tenderer/Contractor on acceptance of his tender by the accepting authority of CWC shall deposit 3% of agreement cost as performance guarantee in the form of DD/FDR/Bank guarantee issued by Nationalized Bank within 15 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 **1 Months** from the date of issue of letter of acceptance of tender/work order or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
- a. Earnest Money Deposit (EMD): The Earnest Money Deposit (EMD) has to be submitted before due date and time of opening of tender. Rs. 12,000/-(Rupees Twelve Thousand) only as Earnest Money Deposit (EMD) of tender through A/C payee Demand Draft / Bank Guarantee (Refundable) drawn on any schedule bank in favour of the Executive Engineer, Middle Ganga Division-3, CWC payable at State Bank of India, Varanasi. Any bid without Earnest Money Deposit (EMD) will be rejected and will not be considered for any further process.
- 13. The contractor shall be required to deposit an amount equal to 3 % of the tendered value of the work as performance guarantee in the form of Treasury Challan receipt/Deposit at Call receipt of a scheduled bank/Fixed Deposit receipt of a scheduled bank/TDR/Demand Draft of a scheduled bank issued in favour of the Executive Engineer, Middle Ganga Division-3, CWC, Varanasi payable at Varanasi within 15 days of the issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of prescribed number of days on written request of the contractor. The above performance guarantee will be returned to the contractor only after successful completion of Defect Liability Period (DLP) of one year and as per the procedure mentioned in the CPWD works manual. The contractor will be responsible for removal of any defects cropping up in the work executed during the Defect Liability Period (DLP). Defect Liability Period will start from the date of issue of completion certificate or from the date of final payment to the contractor whichever is earlier.
- 14. The site for the work is available.
- 15. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and, in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tenders. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools, and plant, etc. will be issued to him by Government and local conditions and other factors having a bearing on the execution of the work.
- 16. The competent authority on behalf of President of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by tenderer shall be summarily rejected. The competent authority also reserves its right to allow to the Central Government public sector enterprises, a purchase preference with reference to the lowest valid price bid, where the quoted price is within 10% of such lowest price in a tender, other things being equal as per Government rules.
- 17. The Public Enterprises who avail benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.
- 18. 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.

- 19. 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.
- 20. 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 Division 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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 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.
- **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 Laying of cement concrete paver blocks at the premises of Akashdeep

Building under Middle Ganga Division-3, Varanasi

Estimated cost of work : Rs. 3,97,743/- (Rupees Three Lakh Ninty Seven Thousand Seven Hundred

Forty Three) only including all the Taxes, GST etc.

Earnest Money : 3 % of estimated cost Rs. 12,000/- (Rupees Twelve Thousand) only

Performance Guarantee : 3 % of the tendered value

SCHEDULE 'F'

General Rules & Directions:

Officer Inviting Tender : O/o the Executive Engineer, Middle Ganga Division-3,

Central Water Commission, Varanasi.

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

accordance

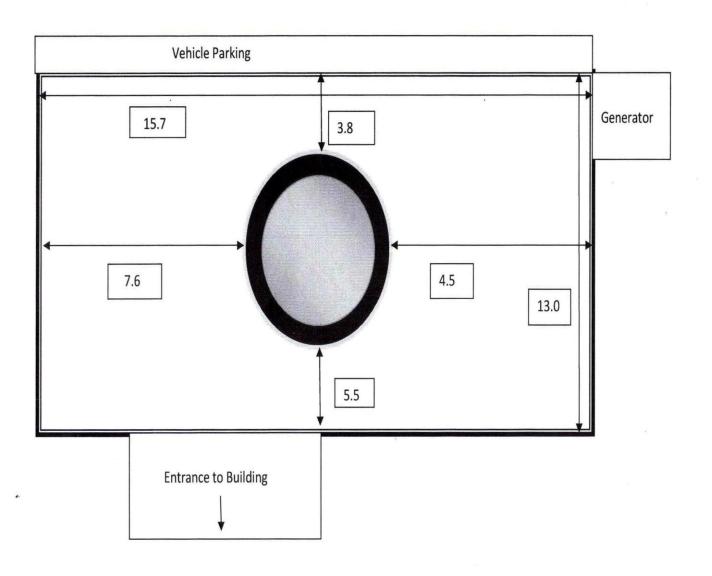
Definition:

_				
1	Engineer-in-Charge	:	Executive Engineer, Middle Ganga Division- 3, Central Water Commission, Varanasi.	
2	Accepting Authority	:	Executive Engineer, Middle Ganga Division- 3, Central Water Commission, Varanasi.	
3	Standard Schedule of Rates	:	DSR 2021	
4	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.	Chief Engineer, Lower Ganga Basin Organization, Central Water Commission, Varanasi
Time allow	ved for execution of work.	1 Months
Authority to completion	o give fair and reasonable extension of time for of work.	Chief Engineer, Lower Ganga Basin Organization, Central Water Commission, Varanasi

Chapter 4 : DRAWING & TABLE OF REQUIREMENT



# All measurement are in	n meter			
	cement concrete paver blo Division-3, Varanasi office	ock in Middle Ganga		
Middle Ganga Division-3 Central Water Commission Varanasi				
Prepared By	Approved By			
Laman / 18/01/2023	Path E 10/2013	1913/12A		
JE HQ MGD-3	SDE MGD-3	EE MGD-3		

Chapter 5: Technical and Financial Bid

Technical Bid:

Name of Work: E-Tender for Laying of cement concrete paver blocks at the premises of Akashdeep Building under Middle Ganga Division-3, Varanasi..

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

Name of the Division: Middle Ganga Division-3, CWC, Varanasi.

(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).	

<u>Financial Bid</u> (To be Submitted online only)

Tender noviting Authority: EXECUTIVE ENGINEER MIDDEL GANGA DIVISION-3 CWC, VARANASI

Name of Work: E-Tender for Laying of cement concrete paver blocks at the premises of Akashdeep Building under Middle Ganga Division-3, Varanasi Contract No. 06/MGD-3/2022-23

Name of the Bidder/ Bidding Firm / Company:

PRICE SCHEDULE

SI. No.	Item Description	Quantity	Units	RATE (inc GST) In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	54	55
1.01	Dismantling manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge bituminous road 15.43.2	193.340	sqm		0.00	INR Zero Only
1.02	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 sqm on plan including getting out and disposal of excavated earth upto 50 m and lift upto 1.5 m, as directed by Engineer-in- Charge: All kinds of soil	193.340	sqm		0.00	INR Zero Only
1.03	Providing and laying 75 mm thick compacted bed of dry brick aggregate of 40 mm thick nominal size including spreading, well ramming, consolidating and grouting with jamuna sand, including finishing smooth etc. complete as per direction of Engineerincharge.	193.340	sqm		0.00	INR Zero Only
1.04	Brick edging in full brick width and half brick depth including excavation, refilling and disposal of surplus earth lead upto 50 metres With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	57.000	notr		0.00	INR Zero Only
1.05	Providing and laying factory made chamfered edge Cement Concrete paver blocks in footpath, parks, lawns, drive ways or light traffic parking etc, of required strength, thickness & size/ shape, made by table vibratory method using PU mould, laid in required colour & pattern over 50mm thick compacted bed of sand, compacting and proper embedding/laying of inter locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints with sand and cutting of paver blocks as per required size and pattern, finishing and sweeping extra sand. complete all as per direction of Engineer-in Charge. 80 mm thick C.C. paver block of M-30 grade with approved color design and pattern. 16.91.2	193.340	sqm		0.00	INR Zero Only
1.06	Providing and fixing 18 mm thick gang saw cut, mirror polished, premoulded and prepolished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement: 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, turing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. Granite stone slab colour black, Cherry/Ruby red Arya of slab over 0.50 sqm	10.390	sqm		0.00	INR Zero Only
otal in gure		<u> </u>			0.00	INR Zero Only
uoted				INR Zero	Only	

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)
i)	Registration & incorporation particulars of the firm: Proprietorship Partnership
	Private Limited
	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

TENDER DECLARATION

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

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

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

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

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

Dated		
Witness	:	Signature of Contractor
Address	:	

Chapter 8 : Other Standard Forms

FORM 1: PERFORMANCE SECURITY BANK GUARANTEE BOND

1.	conditions of Agreement No
	We
2.	We
3.	We, the said Bank further undertake to pay to the Govt. Any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, out liability under this present being absolute and unequivocal.
	The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4.	We
5.	We (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary only of the terms and conditions of the said agreement or to extend 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.
6.	This guarantee will not be discharged due to the change in the Constitution of the Bank or the contractor(s).
7.	We
8.	This guarantee shall be valid up to
	Dated the

Form 2

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas
(herein after called the "tenderer")
has submitted their offer dated
(herein after called the "tender")
against the purchaser's tender enquiry No.
KNOW ALL MEN by these presents that WEOf
(herein after called the "Purchaser)
in the sum of
THE CONDITIONS OF THIS OBLIGATION ARE:
• If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within
the period of validity of this tender.
• If the tenderer having been notified of the acceptance of his tender by the Purchaser during the
period of its validity:-
 a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
b) Fails or refuses to accept/execute the contract.
WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.
(Signature of the authorized officer of the Bank)
Name and designation of the officer

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

Date:

Form 3: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,
The Executive Engineer
Middle Ganga Division-3
Central Water Commission
Akashdeep Building, Varanasi-221002
Sub: Acceptance of Terms & Conditions of Tender (Tender No. 06/MGD-3/2022-23 dated: 16.02.2023)
Name of Tender/Services: - Laying of cement concrete paver blocks at the premises of Akashdeep Building under Middle Ganga Division-3, Varanasi.
Dear Sir,
I/ We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:
as per your
advertisement, given in the above mentioned website(s).
I / We hereby certify that I / we have read the tender document of above mentioned work (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
The corrigendum(s) issued from time to time by your Division/ organization, if any, too have also been taken into consideration, while submitting this acceptance letter.
I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
In case any provisions of this tender are found violated, your Division/ Organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.
Yours Faithfully,
(Signature of the Bidder, with Official Seal)

Form-4

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

A. Model Certificate for Tenders	
То:	
Ref: dated	
Bidder Name:	
Dear Sir,	
border with India; We certify that we are not from suc the Competent Authority. We hereby certify that we	procurement from a bidder of a country which shares a land h a country or, if from such a country, has been registered with fulfill all requirements in this regard and is eligible to be gistration by the Competent Authority shall be attached!'
Date:	Sign:
	Name:
	Designation:
	Seal:

B. Model Certificate for Tenders for Works involving possib	ility of sub-contracting
Го:	
Ref: dated Bidder Name:	
Dear Sir,	
"We have read the clause regarding restrictions on procurements have a land border with India and on sub-contracting to contract this bidder is not from such a country or, if from such a country Authority and will not sub-contract any work to a contractor from the registered with the Competent Authority. We hereby certify that and are eligible to be considered. [Where applicable, evidence Authority shall be attached."	ctors from such countries; We certify that y, has been registered with the Competent rom such countries unless such contractor at we fulfill all requirements in this regard
Date:	Sign:
	Name:
	Designation:
	Seal:

Form-5

Local content	Declaration	&	Self C	Certif	fication	as pe	er the (Gover	nment	of India	Orde	r towar	ds Public
Procurement	(preference	to	Make	in	India)	vide	Letter	No.	P-450	21/2/2017	-PP (1	BE-II),	(revised)
Dated.16.9.202	20),												

I/We	(Name of the Person(s), S/o	
	(Address), working as	
	(Designation and name of the firm/C n authorized to sign the Declaration / Self- Certification ure do hereby solemnly affirm and declare as under:	
Procurement (preference to Make That the information furn	abide by the terms and conditions of the policy of Governin India) vide Letter No. P-45021/2/2017-PP(BE-II), (revise hished hereinafter is correct to be of my knowledge and be the procuring entity or any authority so nominated for the procuring entity or any authority so nominated entity so nominated entity or any authority so nominated entity so not so no	ed) Dated.16.9.2020. lief and I undertake
That the local content for am responsible for the correctness	or all inputs which constitute the said equipment has been sof the claims made therein.	n verified by me and
That in the event of the do not meeting the prescribed value	omestic value addition of the product mentioned herein is for e addition norms based on the assessment of an authority Content, action will be taken against me as per the notific	so nominated for t
this available for verification to m	llowing information in the company's record for a period of my statutory authority. which the local value addition is made	5 years and shall ma
. Name and details of the Domestic	c manufacture	
. Date on which this certificate is i	ssued	
. Product for which the certificate	is produced	
. Percentage of local content.		
	Signed by me at	

(Name of the Firm entity)