

TENDER No: 01/W-11011(21)/4/2023-MGD-II/01

Dated : 12/09/2023

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



**NATIONAL COMPETITIVE BID (NCB)**

**TENDER FOR R&M WORKS OF SITE OFFICE AT BHATPURWAH GHAT  
UNDER GOMTI SUB-DIVISION, CWC, LUCKNOW.**

TENDER FORM AVAILABLE ONLINE FROM	12/09/2023 at 16:00Hrs.
LAST DATE FOR SUBMITTING TENDER	22/09/2023 at 15:00 Hrs.
DUE DATE FOR OPENING OF TENDER	23/09/2023 at 16.00 Hrs.
OFFICER INVITING TENDER	EXECUTIVE ENGINEER, MIDDLE GANGA DIVISION-2, CENTRAL WATER COMMISSION, LUCKNOW
PRICE OF TENDER DOCUMENT	NIL

Certified that this tender document contains total No. of 54 pages.

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Dated: 12/09/2023

TENDER No: NIT 01/W-11011(21)/4/2023-MGD-II/01

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

For and on behalf of the President of India, Executive Engineer (EE), Middle Ganga Division-2, Central Water Commission, Department of Water Resources, River Development and Ganga, Ministry of Jal Shakti, Kendriya Bhawan, Lucknow invites online e-Tenders comprising of Technical and Financial bids from experienced and eligible bidders for the work of "R&M works of site office at Bhatpurwah Ghat under Gomti Sub-Division, CWC, Lucknow."

1. Name of work: R&M works of site office at Bhatpurwah Ghat under Gomti Sub-Division, CWC, Lucknow."
2. Earnest Money Deposit: ₹ 20,000/-
3. Estimated cost: ₹ 9,98,428/-/-
4. Performance Guarantee: 3 % of tendered value
5. Cost of Tender Document: NIL

2. Schedule of e-Tender

DATE AND TIME OF ISSUE OF BID DOCUMENT ONLINE	12/09/2023 at 16:00Hrs
TENDER FORM AVAILABLE ONLINE FROM	12/09/2023 at 16:00Hrs
LAST DATE AND TIME FOR DOWNLOADING BIDDING DOCUMENT	22/09/2023 at 1400 hrs.
LAST DATE AND TIME FOR RECEIPT OF BIDS ONLINE	22/09/2023 at 1500 hrs.
DATE AND TIME OF PRE-BID MEETING	-----
DATE AND TIME OF OPENING OF BIDS	23/09/2023 at 1600 hrs.
DURATION OF WORK	120 DAYS
PLACE OF OPENING OF BIDS	O/o Executive Engineer, Middle Ganga Division-2, 2 <sup>nd</sup> Floor, Hall No. 03, Kendriya Bhawan, Sector H, Aliganj, Lucknow
PRICE OF TENDER DOCUMENT:	NIL



3. Tender document can be downloaded from website [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.cwc.nic.in](http://www.cwc.nic.in) from 12/09/2023 (at 16:00 Hrs) to 22/09/2023 (at 1400 Hrs). However, the tender submitted by the Bidder will be opened only if following document is submitted in original before due date and time of opening of tender:
  - (i) Rs. 20,000/- as Bid Security (BS)/Earnest Money Deposit (EMD) of tender in the form of Insurance surety Bonds, account payee Demand Draft, Fixed Deposits receipt, Banker's Cheque in favour of Executive Engineer, Middle Ganga Division-2, Central Water Commission, Lucknow payable at Lucknow or in the form of a Bank Guarantee from a commercial bank or payment online in an acceptable form, safeguarding the purchaser's interest in all respect as per Performa given in Chapter 6. Bid Security/ Earnest Money Deposit (EMD) has to be submitted after issue of tender and before due date and time of opening of tender i.e 23/09/2023 (1600 hrs).
  - (ii) As per OM of PPP, MSME vide F.No. 1(3)/2018-MA, Part-III Dated 25/03/2022, work contracts are excluded from the purview of PPP for MSEs order 2012.
4. Tender forms completed in all respects should be submitted online only by 15.00 hrs. on 22/09/2023. Offline submission of tender and related documents is not permitted.
5. The Technical bid of the tender will be opened online at 23/09/2023 at 1600 hrs in presence of the bidders who wish to see the online opening of tender or through their authorized representative who may choose to attend online opening in this office. The time of opening of financial bids will be intimated later.
6. Tender document can be seen online from <http://www.eprocure.gov.in> or <http://www.cwc.nic.in>. However, in order to be able to participate in the tender, it is mandatory to download official copy of tenders from <http://www.eprocure.gov.in>.
7. Bids shall be accepted through e-procurement only at e-tendering portal of CPP [www.eprocure.gov.in](http://www.eprocure.gov.in).
8. The Invitation to e-tender is subject to fulfilment of instructions and conditions as per schedules below:
  - Chapter- 1: Instruction to bidders
  - Chapter -2: Condition of Contract
  - Chapter -3: Schedule of Requirement
  - Chapter -4: Technical & Financial Bid
  - Chapter -5: Special Instruction to Contractors
  - Chapter- 6: Proforma for BG, Tender Acceptance Letter etc.
  - Chapter -7: Contract Form
  - Chapter -8: Drawing



अधिशाली अभियंता

मध्य गंगा मंडल-2

केन्द्रीय जल आयोग, लखनऊ

दूरभाष नं.: 0522-2332524

फैक्स नंबर: 0522-2325526

ईमेल: eemgd2-cwc@gov.in

प्रतिलिपि:

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



## Chapter 1. Instructions to Bidders

### 1. General Conditions

- (i) Not more than one tender shall be submitted by one supplier or suppliers having a business relationship. Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
  - (ii) Tenderer who has downloaded the tender from the CPPP website URL <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the tender will be completely rejected.
  - (iii) Intending tenderers are advised to visit again CPPP website URL <https://eprocure.gov.in/eprocure/app> and CWC website [www.cwc.gov.in](http://www.cwc.gov.in) at least 2 days prior to closing date of submission of tender for any corrigendum / amendment.
  - (iv) Bids will be opened as per date/time as mentioned in the NIT / Brief of Tender.
- The proposed site of work will be “O/o Junior Engineer, GDS Site Bhatpurwah Ghat, Central Water Commission, District –Sitapur Uttar Pradesh.**
- (v) Before submitting the tender the tenderer must ensure that it has understood the exact requirement of the Purchaser. In the case of any discrepancy or ambiguity felt by the tenderer in the scope of work and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing by the tenderer and in turn get that clarified from the purchaser in writing at least two days before the last date of tender submission. In the case of no such clarification required by the tenderer, it will be construed that all the requirements of the purchaser are understood by the tenderer. No communications will be entertained in this regard at any stage of work after the opening of the Tenders.
  - (vi) No tenderer will be allowed to amend or withdraw any terms & conditions/parts or whole /quoted prices of its tender under any circumstances after the deadline for submission of the tender.
  - (vii) The Purchaser has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
  - (viii) Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works/purchases.
  - (ix) The tenderers are expected to understand the forms, terms, specifications and other details mentioned in the tender document.





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

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

- (i) The Contractor should be registered in India with Central Govt. /State Govt. / Govt. Undertaking etc. or supplied similar items to CWC earlier.
- (ii) The Contractor must have valid PAN and GST registration at the time of submission of bid.
- (iii) The Contractor must have successfully completed similar nature of work in Central or State Government bodies/departments, Public Sector Undertakings, MES, Railways in the last 5 years ending June, 2023, each of minimum value as detailed below:
  - a) Three similar completed work costing not less than the amount equal to 40% of the estimated cost.
  - or
  - b) Two similar completed work costing not less than the amount equal to 60% of the estimated cost.
  - or
  - c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.



**Similar nature of work means Civil Construction/ Repair & Maintenance related work.**

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

- (iv) Average annual financial turnover of Rs. 5 lakh in the previous 3 assessment years ending 31 March 2023.
- (v) The Agency should not have been blacklisted/ debarred/ banned by any government department or PSUs during last five years.
- (vi) Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
  - a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - b) receives or has received any direct or indirect subsidy from another Bidder; or
  - c) has the same legal representative as another Bidder; or
  - d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
  - e) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation;
  - f) has a close business or family relationship with the concerned professional staff of the project implementing agency.

**(vii) Purchase Preference to Make in India**

The Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

1. Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as amended through Public Procurement (Preference to Make in India) order dated 16.09.2020.

**(viii) Eligibility of bidders from specified countries**

Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

1. Any bidder from a country that shares a land border with India <https://mea.gov.in/india-and-neighbours.html>, excluding countries as listed on the website of the Ministry of External Affairs <http://meadashboard.gov.in/indicators/92>, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT) (<https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of->



2. In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 1: Bid Form.
3. If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration
4. "Bidder from such Restricted Countries" means: -
  - a) An entity incorporated, established, or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established, or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or an entity whose beneficial owner is situated in such a country; or An Indian (or other) agent of such an entity; or
  - d) A natural person who is a citizen of such a country; or
  - e) A consortium/ joint venture where any member falls under any of the above
  - f) A natural person who is a citizen of such a country; or a consortium/ joint venture where any member falls under any of the above
5. The beneficial owner shall mean:
  - a) In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.

Explanation

- i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital, or profits.
- ii) "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
- b) In the case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical persons, has ownership of entitlement to more than fifteen percent of capital or profits.
- c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- d) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.





### 3. SUBMISSION OF DOCUMENTS

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

- (i) Signed and scanned copy of Registration of the firm
- (ii) Signed and scanned copy of PAN number of the tenderer.
- (iii) Signed and scanned copy of GST number of the tenderer.
- (iv) Signed and scanned copy of completion certificate and work order of similar work executed by the firm during last five years in support of their claim that firm is eligible for bidding.
- (v) Signed and scanned copy of average annual turnover of last three financial years.
- (vi) Signed and scanned copy of ITR, Balance sheet of last three assessment years.
- (vii) Signed and scanned copy of undertaking that agency should not be blacklisted/ debarred/ banned for bidding by any government department or PSUs during last five years.
- (viii) Technical Bid of instruments as specified in Chapter 5.
- (ix) Signed and scanned copy of Tender Acceptance Letter as attached at Form 2 under Chapter 6
- (x) The Bidder should not have any Litigation pending in any court of law. An undertaking on company's letterhead should be submitted for the same.
- (xi) The Bidder shall not be permitted to tender for the work if any of his/her near relatives is posted in office of Executive Engineer, Middle Ganga Division-II CWC Lucknow or other CWC offices located as an Accounts Officer / Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above. An undertaking on firm's letterhead shall be submitted for the same.
- (xii) No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his/her retirement from the Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his/her employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.  
**Note:** Proof must be attached for all the above qualification criteria. Any Statement with regard to above qualification criteria without proof will be assumed to be invalid and agency will be disqualified on that ground. Only agencies fulfilling all the above criteria will be short listed technically.
- (xiii) Signed and scanned true copy of undertaking (self-certificate) on company's letterhead of having clean track record of the firm during the last three years.
- (xiv) Signed and scanned true copy of undertaking for Preference to Make in India.
- (xv) Principal place of business: \_\_\_\_\_  
Power of attorney of signatory of Bid [Attach copy]
- (xvi) Evidence of access to financial resources to meet the requirement of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.
- (xvii) Name, address, and telephone, telex, and fax numbers of the Bidder's bankers who may provide references if contacted by the Employer.
- (xviii) Filled in Eligibility Declaration as Form-IV enclosed with the tender.
- (xix) Bid Security (BS)/Earnest Money Deposit (EMD).



(xix) Bid Security (BS)/Earnest Money Deposit (EMD).

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

(i) Priced Bill of Quantities to be filled online (using BOQ Schedule in xls format uploaded with the bidding document without any modification.

Entry of rates for items of work in the BOQ Schedule shall be made by the Bidder online. Upon entry of unit rates for all the items of work, total Bid Price would be calculated automatically by the System and displayed.

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

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

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

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

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

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

EMD/ Bid Security shall be deposited in the form of Insurance surety Bonds, account payee Demand Draft, Fixed Deposits receipt, Banker's Cheque in favour of Executive Engineer, Middle Ganga Division-2 Central Water Commission, Lucknow payable at Lucknow or in the form of a Bank Guarantee from a commercial bank or payment online in an acceptable form, safeguarding the purchaser's interest in all respect as per Performa given in Chapter 6. In case the EMD is submitted in the form of the Bank Guarantee it shall remain valid upto 60 days beyond the final tender validity period. The tenders unaccompanied by the Bid Security/EMD will be rejected summarily.

##### The EMD will be forfeited if:

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

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

(i) To sign the Contract within 15 days of the issue of the notification for award of the contract; or

(ii) To furnish the specified performance security.





### **Refund of EMD**

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

- ii. **Performance Security:** The successful bidder shall furnish Performance Security of an amount of 3% of the contract value **within 7 (seven) days** from the date of issue of letter of intent/acceptance of tender and it shall remain valid for a period of 180 days beyond the date of completion of all contractual obligations of the Agency.
- a. Performance Security will be returned to the supplier without any interest, after ensuring the compliance to the due performance of the contract obligations in all respects after 30 days of completion of all such obligations under the contract.
  - b. Performance security may be furnished in the form of Insurance surety Bonds, account payee Demand Draft, Fixed Deposits receipt, Banker's Cheque in favour of Executive Engineer, Middle Ganga Division-2 Central Water Commission, Lucknow payable at Lucknow or in the form of a Bank Guarantee from a commercial bank or payment online in an acceptable form, safeguarding the purchaser's interest in all respect as per the Proforma at FORM-1 of Chapter 6 of this tender document in favour of authorized representative /Engineer-in-charge of particular lot.
  - c. Performance security is liable to be forfeited in case successful Bidder/Agency does not fulfil contract obligations at any point of time.

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

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

## **6. Contents of Tender Document:**

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

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



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

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

## **8. Prices**

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

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

- a. All prices should be in Indian Rupee (INR).
- b. The amount should be written both in figures and in words.
- c. The bids for the works shall remain open for acceptance for a period of 60 days from the date of opening of tenders. If any Bidder withdraws his tender before the aforesaid period or makes any modifications in the terms and conditions of the tender which are not acceptable to Purchaser, then the Purchaser shall, without prejudice to any other right or remedy, be at liberty to forfeit Earnest Money/Bid security as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the services.

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

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

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

## **10. Evaluation of Tenders**

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

- a. The Technical Bids will be evaluated based on documents submitted in bids including the past track record, past experience of the firm in providing similar works/supply to Government/Public Sector Undertaking and Non-Government Agencies, Average annual financial turnover, documents for exemptions, Make in India undertaking, undertaking for not been blacklisting etc. .



- b. The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per eligibility criteria of tender document.

## 11. Award of Work .

Within Fifteen (15) days of the receipt of notification of award from the Purchaser, the successful tenderer shall sign the contract agreement as given at Chapter 7 and furnish the specified performance Guarantee.

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

## 12. Visit to Work Place by Tenderer

The proposed site of work will be "Office of Junior Engineer, Site-Bhatpurwa Ghat, GDS site, District- Sitapur, Uttar Pradesh. Tenderer are encouraged to inspect and examine the work place (as per schedule of requirement) and its surroundings and satisfy /apprise themselves as to the nature of the work, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their tenders. A tenderer shall be deemed to have full knowledge of the work place whether he/she inspects the site or and no extra payment/compensation consequent upon any misunderstanding/miss-happening or otherwise shall be allowed.

## 13. Bio Data Sheet

### 1. GENERAL

- i. Name and address of the purchaser: Middle Ganga Division-2, Central Water Commission, 2<sup>nd</sup> Floor Hall No. 3 Kendriya Bhawan Aliganj Lucknow-226024(UP)
- ii. E-Tender number: , Dated:
- iii. The Contractor must have working knowledge in the area of civil construction.
- iv. Average Annual financial turnover of related services during the last three years, ending up to 31st March of the financial year (2022-23), should be equal to 05 Lakhs

### 2. PREPARATION OF BIDS

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

### 3. SUBMISSION OF BIDS

- i. Only online bids through e-tendering web portal of <https://eprocure.gov.in/eprocure/appshall> be accepted. No offline bid shall be acceptable.
- ii. Last date and time for bid submission is 22/09/2023 up to 1500hrs.



#### 4. BID OPENING AND EVALUATION

- i. The Technical bid of the tender will be opened online at 1600 hrs on 19/09/2023 in presence of the tenders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in this office. The time of opening of financial bids will be intimated later.

#### 5. SETTLEMENT OF DISPUTES

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





## Chapter 2. Conditions of Contract

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

**Goods/Work** mean R&M Works of Site Office at Bhatpurwa Ghat, under Gomti Sub-Division, CWC, Lucknow.

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

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

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

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

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

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

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

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

### ***Interpretations***

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

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





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

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

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

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

## ***Duration of contract***

The completion period will be 120 days from commencement of work. The works should be completed in 120 days (days/months/weeks) from the date of this Agreement, i.e. by ..... [dd/mm/yyyy], referred to as the Intended Completion Date. In exceptional circumstances, the time period/Intended Completion Date stated in this clause may be extended in writing by mutual consent of both the parties.

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

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

## ***Programme of work***

- (i) Immediately after the signing of the contract, the Contractor shall make necessary arrangements for starting of work to the ground of work of the purchaser as identified in Chapter 3, Schedule A.
- (ii) The time allowed for carrying out the supply & work will be 120 days from the date of commencement of work in accordance with the phasing, if any, indicated in the tender documents.





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

### **“Repairing and Maintenance work of site office at Bhatpurwa Ghat.”**

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. No advance payment has to be made for the work. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and he made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

## ***Confidentiality***

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

## ***Other Conditions of Contract:***

- (i) The work shall be carried out strictly in accordance with CPWD (Civil) DSR 2021, Vol.-1 & 2 as corrected upto date and as per instructions of the Engineer-in-Charge. All material shall be got approved from Engineer-in-Charge or its representative before use.



- (ii) The work shall be carried out in engineering like manner. The bad workmanship will not be accepted and defects shall be rectified at contractor's cost to the satisfaction of the Engineer-in-Charge.
- (iii) Material will be tested whenever required at the cost of contractor.
- (iv) The security of material/equipment at the site shall be the responsibility of the contractor till handing over of site to the department.
- (v) The contractor or his representative is bound to sign the site order book as and when required by the Engineer-in-Charge and to comply with the remarks therein.
- (vi) The entire construction/erection shall be at the risk and responsibility of the contractor until these are inspected and handed over to the department.
- (vii) Prices: The prices quoted by the firm shall be inclusive of all taxes and duties. No concessional/exemption certificate will be issued. Deduction of Income Tax & other applicable Tax at source shall be made while releasing payment through final bills as applicable. The makes for items shall be as per Schedule of quantity attached. However, the Engineer-in-charge shall reserve the right to instruct the contractor to remove any make of the material which, in his opinion, is not as per specifications.
- (viii) Contractor shall preserve the copies of invoices, test certificates, gate passes etc. to prove the genuineness of material/purchases. The responsibility of procurement of genuine material of the works shall rest with the contractor.
- (ix) Contractors are advised to visit the proposed work site before quoting rates for determining site conditions and ground levels etc. No claim or argument shall be entertained in this regard at later stage.
- (x) The Department will not be responsible for any injury sustained to the Agency workers during the performance of their duties at site and also for any damage or compensation due to any dispute between the Agency and its workers. If any incident / accident happens during the work at site, the department will not be held responsible for the same. It is the responsibility of the firm / agency to provide sufficient insurance coverage / compensation as per the latest rules in force.
- (xi) If the contractor or his work people or servants shall break, deface injure or destroy a building, road, road clubs, fence enclosure, water pipes cables drains, electric or telephone posts or wires, trees, grass land of cultivated ground contiguous to the place where the works being done, he shall make good the same at his own expense and in the event or his refusing or quailing to do so the damage shall be required at his expense by the Engineer-in-charge, who shall deduct the cost from any sums due, or which may become due to the contractor.
- (xii) The contractor shall pay not less than minimum wages as per labour law to labourers engaged by him on the work.
- (xiii) In every case in which by virtue of the provision of Section 12 Sub Section (1) of the workman "Compensation Act, 1923. Govt is obliged to pay compensation to a worker employed by the contractor, in execution of the works Government will recover from the contractor the amount of the compensation so paid and with prejudice to the rights of Govt. under Section 12, Sub Section (2) of the said Act Government shall be at liberty to recover such amount or any part thereof by deducting if from the security deposit or from any sum due by Govt. to the contractor whether under this contract or otherwise. Government shall not be bound to contract any claim made against it under Section 12 Sub Section (1) of the said Act. Except on the written request of the contractor upon his giving to Government full





security for all costs for which Govt. might become liable in consequence of contesting such claim.

- (xiv) The contractor shall work under overall control of the Executive Engineer, Middle Ganga Division - II, CWC, Lucknow. The quantity indicated under schedule of work is tentative which can be increased or decreased.
- (xv) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India.
- (xvi) The quantity shown in tender document is approximate and this quantity may increase or decrease as per the requirements without any change in unit price or other terms and conditions.
- (xvii) The net rate quoted per item/unit of goods shall be for Carriage & Insurance Paid to (CIP), destination, which should include all taxes (GST etc), insurance, freight charges, etc. while quoting a rate, this point should be kept in mind.
- (xviii) Work to be done should be of good quality and as per technical specifications.
- (xix) The bidder shall carefully study and understand all the bid specifications, commercial, technical and general conditions.
- (xx) Incomplete tenders/tenders without EMD by the bidder shall be rejected.
- (xxi) Any correction or error, the quotation should be duly authenticated by the person signing the quotation, overwriting should be avoided.
- (xxii) Any kind of canvassing in regard of the offered stores after submitting tender will be treated as disqualification.
- (xxiii) The work should be done as per Govt. rules & regulations.
- (xxiv) The competent authority on behalf of President of India does not bind itself to accept the lowest or any tender and reserves its right to reject or postponed any or all of the tenders received without the assignment of any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- (xxv) 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.
- (xxvi) The purchaser reserves the right to reject any tender on the basis of inferior quality.
- (xxvii) The bidder should be compulsory to visit the place of site before submit online bid.

## ***Penalty***

In case the supplier is unable to perform the works in time then penalty of Rs. 2000.00 per day, subject to maximum 10% of contract amount will be deducted from the performance guarantee/security deposit/bills.

## ***Force Majeure***

- (i) For purposes of this Clause, "Force Majeure" will mean an event beyond the control of the Contractor and not involving the Contractor's fault or negligence. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (ii) If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser



in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.

- (iii) If an event of Force Majeure continues for a period of ninety (90) days or more, the parties may by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for Products already delivered or Services already performed.
- (iv) No claim or increased costs are entertained attributable to the Force Majeure.

## **Contract Price**

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

## **Terms of Payment**

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

- (i) After completion of works, a pre-receipted bill in triplicate must be sent to this office. The amount must be written in figures as well as in words in the bill. Payment will be made through online payment.
- (ii) Payment will be made as per actual measurement of work by site-in charge.
- (iii) No advance payment for the work will be made by department.

## **Deductions from the bill:**

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

## **Payment upon Termination**

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





(iii) Taxes and Duties

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

**Advances**

No advance payment is payable under this contract.

**Observance of Law**

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

**Termination of Contract**

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

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

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

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

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

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

**(iii) Termination by Contractor**

The Contractor can terminate the contract with 15 days' notice only in case:

- a. The Contractor is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.



## **Liquidated Damages**

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

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

## **Notices**

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

## **Disputes**

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

## **Settlement of Disputes**

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





## Chapter 3: Schedules of Requirement

### SCHEDULES

<b>Schedule 'A'</b>	Schedule of Quantities (Enclosed)
<b>Schedule 'B'</b>	Schedule of material to be issued to the contractor
<b>Schedule 'C'</b>	Tools and plants to be hired to the contractor
<b>Schedule 'D'</b>	Extra schedule for specific requirement/documents for the work, if any
<b>Schedule 'E'</b>	Reference to General Conditions of contract
<b>Schedule 'F'</b>	General rules & Directions

1. **Name of work:** R&M WORKS OF SITE OFFICE AT BHATPURWA GHAT, GDS SITE UNDER GOMTI SUB-DIVISION, CWC, LUCKNOW
2. **Estimated cost of the work:** Rs 9,98,428/-
3. **Earnest Money Deposit:** Rs 20,000/-
4. **Performance Guarantee:** 3% of Tendered value
5. **Security Deposit:** 2.5% of running account bill.





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

**Following items are required to be supplied under this contract**

Sl.No.	Particulars of item	Qty	Unit
1	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	985.02	sqm
2	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :Cement mortar 1:4 (1 cement : 4 coarse sand)	22.99	Cum
3	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift up to 1.5 m.(All kinds of soil)	297.00	Sqm.
4	Earth work in excavation by mechanical means (Hydraulic excavator) /manual means in foundation trenches or drains (not exceeding 1.5 m inwidth or 10 sqm on plan), including dressing of sides and ramming ofbottoms, lift upto 1.5 m, including getting out the excavated soil anddisposal of surplus excavated soil as directed, within a lead of 50 m.( All kinds of soil.)	17.82	Cum
5	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:5:10 (1 cement : 5 coarse sand (zone-III) derived from natural sources : 10 graded stone aggregate 40 mm nominal size derived from natural sources)	22.67	Cum
6	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge. With cement mortar 1:4 (1 cement : 4 fine sand)	400.83	Sqm.
7	Finishing walls with water proofing cement paint of required shade : Old work (one or more coats applied @ 2.20 kg/10 sqm) over priming coat of primer applied @ 0.80 litres/10 sqm complete including cost of Priming coat.	1080.00	Sqm.
8	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete	290.22	Sqm.
9	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound ) content. With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre	290.22	Sqm.





*TENDER FOR R&M WORKS OF SITE OFFICE AT BHATPURWA GHAT UNDER GOMTI SUB-DIVISION, CWC,  
LUCKNOW.*

10	Wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound ) content less than 50 grams/ litre of approved brand and manufacture, including applying two coats to achieve even shade and colour.	290.22	sqm
11	Painting wood work with Deluxe Multi Surface Paint of required shade. Two or more coat applied @ 0.90 ltr/10sqm over an under coat of primer applied @0.75 ltr/10 sqm of approved brand and manufacture	41.85	sqm
12	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : One or more coats on old work	9.45	sqm
13	Providing and laying 60mm thick factory made cement concrete interlocking paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-charge.	253.50	sqm
14	12 mm cement plaster of mix : 1:4 (1 cement: 4 coarse sand)	53.14	sqm
15	Supplying at site Angle iron post & strut of required size(35*35*5 mm) including bottom to be split and bent at right angle in opposite direction for 10 cm length and drilling holes upto 10 mm dia. etc. complete.	58.50	Kg
16	Fencing with angle iron post placed at required distance embedded in cement concrete blocks, every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and provided with horizontal lines and two diagonals interwoven with horizontal wires, of barbed wire weighing 9.38 kg per 100 m (minimum), between the two posts fitted and fixed with G.I. staples, turn buckles etc. complete. (Cost of posts, struts, earth work and concrete work to be paid for separately). Payment to be made per metre cost of total length of barbed wire used.	92.00	m.
17	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works.	25.00	Kg
18	Providing and fixing panelled or panelled and glazed shutters for doors, windows and clerestory windows, fixing with butt hinges of required size with necessary screws, including panelling, all complete as per direction of Engineer-in-charge. Second class teak wood 35 mm thick shutters.	3.38	Sqm.

### Specifications and allied Technical Details

- A. **Cement:-**43 grade ordinary Portland cement conforming to all requirements prescribed under the Indian Bureau of Standards specification IS-8112.1989
- B. **Sand:-**Sand consists of natural sand, crushed stone sand or crushed gravel stone dust. It should be hard, durable chemically inert, clean and free from organic matter, not containing any appreciable amount of clay balls or pellets and other harmful





impurities i. e. alkaline, salt, mica, decayed vegetation, lumps etc. It should be passed through I. S. Sieve 4.75 MM. It should have the finest modulus 2.50 to 3.50 and silt contents should not be more than 4%. Coarse sand should be either river sand or pit sand; or combination of the two. It should be obtained from Badarpur Sand or Stone dust obtained by crushing hard stones or gravel prescribed under the Indian Bureau of Standards specification IS-2116:1980

C. **Aggregate:** - Coarse aggregate consists of natural occurring stones (crushed, uncrushed or broken). It should be hard, strong, dense, durable, and clean. It must be free from veins, adherent coatings and injurious amounts of disintegrated pieces, alkali, vegetable matter and other deleterious substances. It should be roughly cubical in shape. Flaky pieces should be avoided. Aggregate size should be 13mm to 20mm range prescribed under the Indian Bureau of Standards specification IS-2430:1986.

D. **Bricks:-**

- Bricks should be first class brick.
- Bricks shall be free from cracks and flaws and nodules of free lime.
- Bricks shall have smooth rectangular faces with sharp corners.
- Bricks shall be uniform in colour.
- Frog size of a hand moulded brick having height of 90 mm or 70 mm shall be as per the figure shown below.
- As prescribed in IS-1077

E. **Steel:** - HYSD Fe-415 TMT bars of Reputed makes such as SAIL, TATA, Zindal as prescribed in IS:1139

F. **Wood:** - Wood should be class-II local wood.

G. **Paint:-**Should be acrylic emulsion paint of approved brand and manufacturer (Asian Paints/Berger/ ICI paint/ J&N paint/ Nerolac)



**Schedule 'B' :- Schedule of material to be issued to the contractor**

Sl. No.	Description of item	Quantity	Rates in figures & words at which the materials will be charged to the contractor	Place of issue
1	2	3	4	5
Not Applicable				

**Schedule 'C' :- Tools and plants to be hired to the contractor**

Sl. No.	Description	Hire charges per day	Place of issue
1	2	3	4
Not Applicable			

**Schedule 'D' :- Extra schedule for specific requirement/documents for the work, if any**

:- Not Applicable

**Schedule 'E' :- Reference to General Conditions of contract**

:- CPWD General Conditions of contract 2020 for works with up to-date amendments will be followed during work.

**Schedule 'F' :- General Rules & Directions:**

Officer Inviting Tender - Executive Engineer, Middle Ganga Division-2, Central Water Commission, Kendriya Bhawan, Lucknow.

**Definitions: (Details in GCC 2020 of CPWD)**

2 (v) Engineer-in-charge	Executive Engineer, Middle Ganga Division-2, Central Water Commission, Kendriya Bhawan, Lucknow.
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TENDER FOR R&M WORKS OF SITE OFFICE AT BHATPURWA GHAT UNDER GOMTI SUB-DIVISION, CWC,  
LUCKNOW.

2 (viii)	Accepting Authority	Superintending Engineer (HOC), CWC, Dehradun
2(x)	Percentage of cost of labour to cover all overheads	15%
2(xi)	Standard Schedule of Rates	DSR-2021 (CPWD)
2(xii)	Department	Central Water Commission
9(ii)	Standard CPWD Contract Form GCC 2014, CPWD form 7/8 as modified & corrected upto:	CPWD form 8 & General Condition of Contract for CPWD Works with 2014 upto date correction slips.
	<b>Clause 1</b>	
	(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance	7 days
	(ii) Maximum allowable extension with late fee @0.1% per day of performance guarantee amount beyond the period provided in (i) above.	15 days
	<b>Clause 2A</b>	
	Authority for fixing compensation under clause 2	Superintending Engineer (HOC), CWC, Dehradun
	Whether Clause 2A shall applicable	No
	<b>Clause 5</b>	
	Number of days from date of issue of letter of acceptance for reckoning date of start	15 days
	<b>Clause 6</b>	Applicable
	<b>Clause 7</b>	
	Gross work to be done together with net payment / adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment	Not applicable
	<b>Clause 11</b>	
	Specifications to be followed for execution of work	As per specification mentioned in Tender Document
	<b>Clause 12</b>	
	Clause 12.2, 12.3 & 12.5	Not applicable
	<b>Clause 16</b>	
	Competent authority for deciding the reduced rate	Superintending Engineer (HOC), CWC, Dehradun
	<b>Clause 18</b>	Not applicable
	<b>Clause 25</b>	
	Competent Authority for Dispute Redressal Committee (DRC)	Chairman: Chief Engineer(UGBO) Member: SE(HOC), Dehradun Member: EE(MGD-2)
	<b>Clause 36</b>	Not Applicable



## Chapter 4: Technical & Financial Bids

### Technical Bid

**TITLE OF TENDER:** R&M WORKS OF SITE OFFICE AT BHATPURWA GHAT,  
UNDER GOMTI SUB-DIVISION, CWC, LUCKNOW

**NIT NO:** 01/W-11011(21)/4/2023-MGD-II/01 Dated 12/09/2023

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



8.	Whether similar work as mentioned in the eligibility criteria were executed by the firm? (Attach completion certificates and mention page no. of concerned document of Technical Bids))	
9.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard) (Attach undertaking in this regard and mention page no. of concerned document of Technical Bids)	
10.	Length of experience in the field (Attach proof and mention page no. of concerned document of Technical Bids)	
9.	Experience in dealing with Govt. Departments (indicate the names of the Departments and attach copies of award of works/completion certificates) (Attach list and mention page no. of concerned document of Technical Bids)	
10.	Whether agency profile is attached? (Attach profile and mention page no. of concerned document of Technical Bids)	
11.	List of present clients (Attach list and mention page no. of concerned document of Technical Bids)	
12.	Financial turnover of the tendering company/firm/agency for the last 3 assessment year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached) (Attach audited Balance Sheets of last three financial years and mention page no. of concerned document of Technical Bids)	
13.	Bid Security/EMD (Attach signed and scanned copy )	
14.	Tender acceptance letter (Attach duly signed tender acceptance letter and mention page no. of concerned document of Technical Bids)	
15.	Signed copy of Tender Document accepting all the terms and conditions.	





*TENDER FOR R&M WORKS OF SITE OFFICE AT BHATPURWA GHAT UNDER GOMTI SUB-DIVISION, CWC,  
LUCKNOW.*

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

Signature of the Bidder

Seal





**FINANCIAL BID**

**TITLE OF TENDER: TENDER FOR R&M WORKS OF SITE OFFICE AT BHATPURWA GHAT UNDER GOMTI SUB-DIVISION, CWC, LUCKNOW.**

**NIT No:** 01/W-11011(21)/4/2023-MGD-II/01 Dated 12/09/2023

**Name of Bidder:**

**Address of Bidder:**

Sl.No.	Particulars of item	Qty	Unit	Rate	GST Amount (Rs.)	Amount (excluding GST)	Amount (Including GST) (Rs.)
1	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	985.02	sqm				
2	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in :Cement mortar 1:4 (1 cement : 4 coarse sand)	22.99	Cum				
3	Surface dressing of the ground including removing vegetation and inequalities not exceeding 15 cm deep and disposal of rubbish, lead upto 50 m and lift up to 1.5 m.(All kinds of soil)	297.00	Sqm.				
4	Earth work in excavation by mechanical means (Hydraulic excavator) /manual means in foundation trenches or drains (not exceeding 1.5 m inwidth or 10 sqm on plan), including dressing of sides and ramming ofbottoms, lift upto 1.5 m, including getting out the excavated soil anddisposal of surplus excavated soil as directed, within a lead of 50 m.( All kinds of soil.)	17.82	Cum				
5	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :1:5:10 (1 cement : 5 coarse sand (zone-III)	22.67	Cum				



	derived from natural sources : 10 graded stone aggregate 40 mm nominal size derived from natural sources)					
6	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge. With cement mortar 1:4 (1 cement : 4 fine sand)	400.83	Sqm.			
7	Finishing walls with water proofing cement paint of required shade : Old work (one or more coats applied @ 2.20 kg/10 sqm) over priming coat of primer applied @ 0.80 litrs/10 sqm complete including cost of Priming coat.	1080.00	Sqm.			
8	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete	290.22	Sqm.			
9	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound ) content. With water thinnable cement primer on wall surface having VOC content less than 50 grams/litre	290.22	Sqm.			
10	Wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound ) content less than 50 grams/ litre of approved brand and manufacture, including applying two coats to achieve even shade and colour.	290.22	sqm			
11	Painting wood work with Deluxe Multi Surface Paint of required shade. Two or more coat applied @ 0.90 ltr/10sqm over an under coat of primer applied @0.75 ltr/10 sqm of approved brand and manufacture	41.85	sqm			
12	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : One or more coats on old work	9.45	sqm			

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13	Providing and laying 60mm thick facory made cement concrete interlocking paver block of M -30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour and pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with line sand etc. all complete as per the direction of Engineer-in-charge.	253.50	sqm			
14	12 mm cement plaster of mix : 1:4 (1 cement: 4 coarse sand)	53.14	sqm			
15	Supplying at site Angle iron post & strut of required size(35*35*5 mm) including bottom to be split and bent at right angle in opposite direction for 10 cm length and drilling holes upto 10 mm dia. etc. complete.	58.50	Kg			
16	Fencing with angle iron post placed at required distance embedded in cement concrete blocks, every 15th post, last but one end post and corner post shall be struted on both sides and end post on one side only and provided with horizontal lines and two diagonals interwoven with horizontal wires, of barbed wire weighing 9.38 kg per 100 m (minimum), between the two posts fitted and fixed with G.I. staples, turn buckles etc. complete. (Cost of posts, struts, earth work and concrete work to be paid for separately). Payment to be made per metre cost of total length of barbed wire used.	92.00	m.			
17	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works.	25.00	Kg			
18	Providing and fixing panelled or panelled and glazed shutters for doors, windows and clerestory windows, fixing with butt hinges of required size with necessary screws, including panelling, all complete as per direction of Engineer-in-charge. Second class teak wood 35 mm thick shutters.	3.38	Sqm.			
<b>Total (Including GST)</b>		<b>(In Words)</b>				



## Chapter 5:

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

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

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

3. Bidders should do online enrolment in this portal using the option Click here to enroll available in the home page. Then the Digital Signature enrollment has to be done with the e- token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudharaCA/GNFC/IDRBT/MtnIstustline/SafeSript/TCS.
4. Bidder then logs into the portal giving user id/password chosen during enrolment.
5. The e-token that is registered should be used by the bidder and should not be misused by others.
6. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
7. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.



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





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

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## Chapter 6

### Other Standard Forms

#### FORM 1

#### MODEL BANK GUARANTEE FORMAT FOR EMD

Whereas .....  
(Hereinafter called the "tenderer")  
has submitted their offer dated.....  
for the supply of  
.....  
(Hereinafter 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 .....  
(Hereinafter 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 of .....20.....

#### 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 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





**Form 2: MODEL PERFORMANCE GUARANTEE FORMAT**

To

The President of India

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (hereinafter called as "the Supplier") has undertaken, in pursuance of Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ to R&M WORKS OF SITE OFFICE AT BHATPURWA GHAT UNDER GOMTI SUB-DIVISION, CWC, LUCKNOW (hereinafter called as "the contract");

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be 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\_\_\_\_.





*TENDER FOR R&M WORKS OF SITE OFFICE AT BHATPURWA GHAT UNDER GOMTI SUB-DIVISION, CWC,  
LUCKNOW.*

(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  
Middle Ganga Division-2,  
Central Water Commission  
Kendriya Bhawan, Lucknow.

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

**Tender Reference No:** NIT No01/W-11011(21)/4/2023-MGD-II/01 Dated 12/09/2023

**Name of Tender/Work:**

**Dear Sir,**

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

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

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

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

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

5.. In case any provisions of this tender are found violated, your Division/ organization shall be at liberty to reject this tender/bid including forfeiture of the full said earnest money deposit /bid security absolutely and suspended from being eligible for bidding in any contract with the Purchaser for the period of time of three years absolutely and we shall not have any claim/right against your Division/Organization in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)





**Form-4: Eligibility Declaration**

(To be submitted as part of technical bid) (On Company Letter-head)

(Along with supporting documents, if any)

Tender Document No. Tender No./xxxx;

Tender Title: **TENDER FOR R&M WORKS OF SITE OFFICE AT BHATPURWA GHAT,  
UNDER GOMTI SUB-DIVISION, CWC, LUCKNOW.**

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

*Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.]*

**Eligibility Declarations**

*(Please tick appropriate boxes or cross out any declaration not applicable to the bidder)*

We hereby confirm that we comply with all the stipulations of NIT-clause 3 and ITB- clause 3.2 and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

- 1) Legal Entity of Bidder:
- 2) Bidder/ Agent Status
- 3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
  - (a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
  - (b) (Including our Contractors/ subcontractors for any part of the contract):
    - i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or
    - ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
  - (c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
  - (d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
  - (e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any



other bidder to submit or not to submit an offer to restrict competition.

- 4) Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:

*"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:*

- a) we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- b) we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.*

5) MSME Status

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:.....
- b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

6) Start-up Status

we confirm that we are/ are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

7) Make in India Status

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

- a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and % age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

- ☐ Class-I Local Supplier/
- ☐ Class-II Local Supplier/
- ☐ Non-Local Supplier.



b) We also declare that

- ☐ There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Services, or
- ☐ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Services.

8) Self-declaration by Indian Agents of Foreign principals

9) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted as part of Form 1.3 annexed herewith.

10) Agency Agreement shall be submitted with Form 1.3. It shall cover

- i) the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and
- ii) any payment the agent or associate receives in India or abroad from the foreign principal, whether a commission or a general retainer fee.
- iii) Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 1.3 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).
- iv) The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed in Form 1.3.

Confirmation is given in Form 1.3 herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in equivalent Indian Rupees on satisfactory completion of the Project or delivery of Services.

11) Penalties for false declaration or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....  
(Signature with date)

..... (Name  
and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[name & address of Bidder and seal of company]





## Chapter 7:

### Proforma for Contract Agreement

### Contract/Agreement Form

This Contract/Agreement (Agreement No.....) made on the \_\_\_\_ day of \_\_\_\_\_ 2023 between the Executive Engineer (for and on behalf of the President of India), Central Water Commission, Middle Ganga Division-2, Kendriya Bhawan, Lucknow (name or address of the Department) (hereinafter called "the First Party)" and

\_\_\_\_\_ (name and address of the contractor) (hereinafter called "the Second Party"). WHEREAS the First Party is desirous that the Contractor executes the work "....."(hereinafter called "the works") and the First Party has accepted the Bid by the Second Party for a contract price of Rs.....(Rupees.....) only.

Now, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. In consideration of the payments to be made by the First Party to the Second Party is hereinafter mentioned, the Second party hereby covenants with the First Party for ".....", in conformity in all aspect with the provisions of the contract.
2. The First Party hereby covenants to pay the Second Party in consideration for ".....", the contract rate or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.
3. The following documents shall be deemed to form and be read and construed as part of this contract, viz.:
  - a) Tender Document issued to the contractor and duly submitted by him duly signed;
  - b) Amendments/Corrigendum to the tender document, if any;
  - c) Letter of the contractor submitting the tender;
  - d) Other letters of the contractor and the departmental officers that were exchanged before the tender is accepted;
  - e) Rate and Amount of tender/bid quoted by the contractor;
  - f) General Conditions of Contract (GCC) published by CPWD with latest amendments/correction slips;





TENDER FOR R&M WORKS OF SITE OFFICE AT BHATPURWA GHAT UNDER GOMTI SUB-DIVISION, CWC,  
LUCKNOW.

- g) Letter of the Executive Engineer communicating acceptance of the tender;
- h) Letter of the Executive Engineer regarding commencement of the work;
- i) Performance security;
- j) Other letters of the contractor and the departmental officers that were exchanged after the tender is accepted till the time of signing of this Contract/Agreement;

IN WITNESS WHEREOF the parties have caused this Contract to be executed the day and year first before written.

Binding signature of First Party Signed by \_\_\_\_\_

(for and on behalf of the President of India)

Binding signature of Second Party signed by \_\_\_\_\_

(for and on behalf of the \_\_\_\_\_ duly authorized vide resolution  
No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Director of  
\_\_\_\_\_)

In the presence of  
(Witnesses)

(1)

(2)

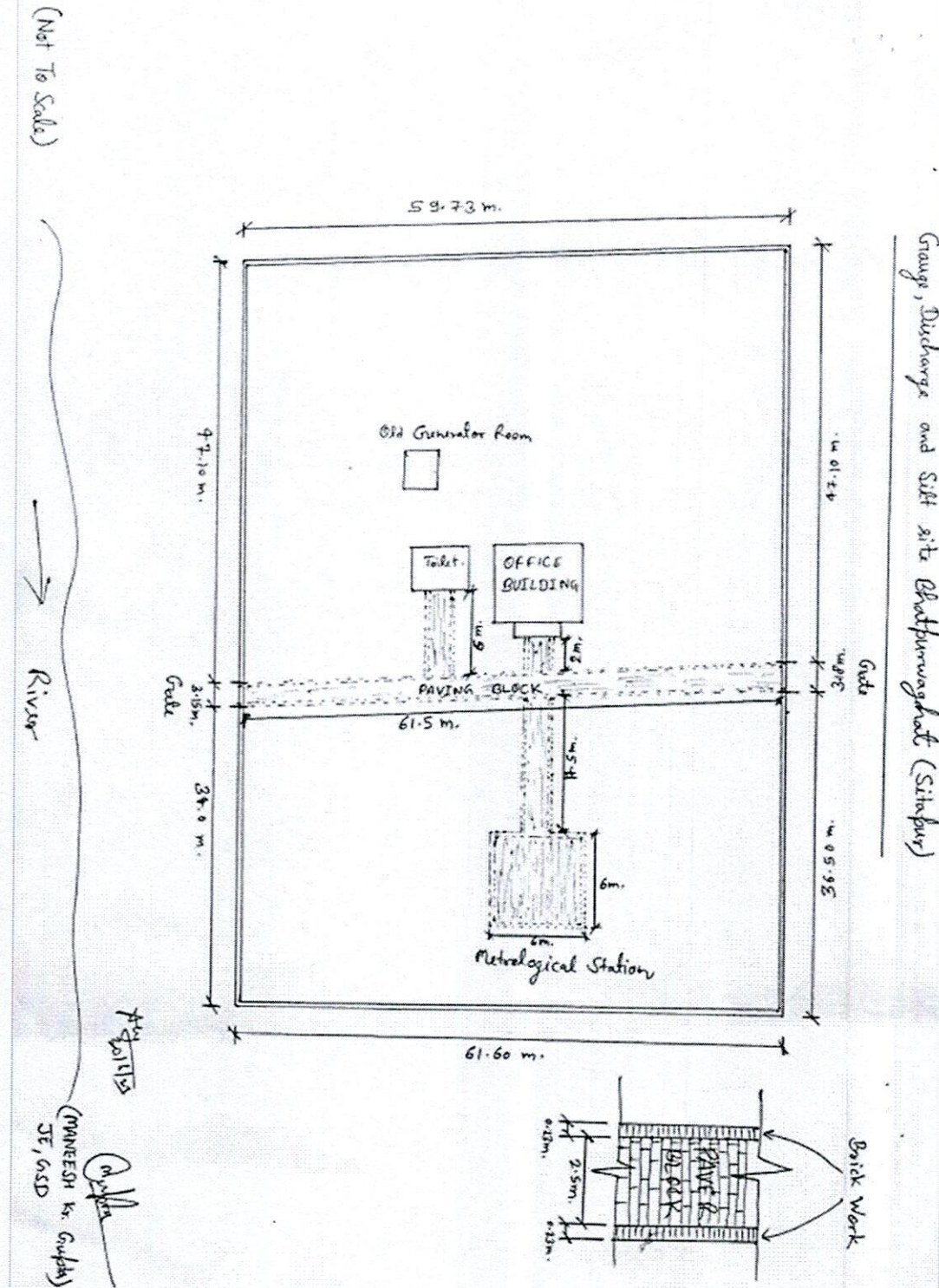








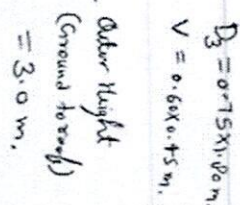
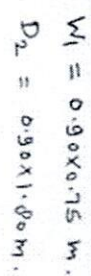
- TENDER FOR R&M WORKS OF SITE OFFICE AT BHATPURWA GHAT UNDER GOMTI SUB-DIVISION, CWC, LUCKNOW.



**Layout of Bhatpurwa Ghat Office Campus**



(Not To Scale)

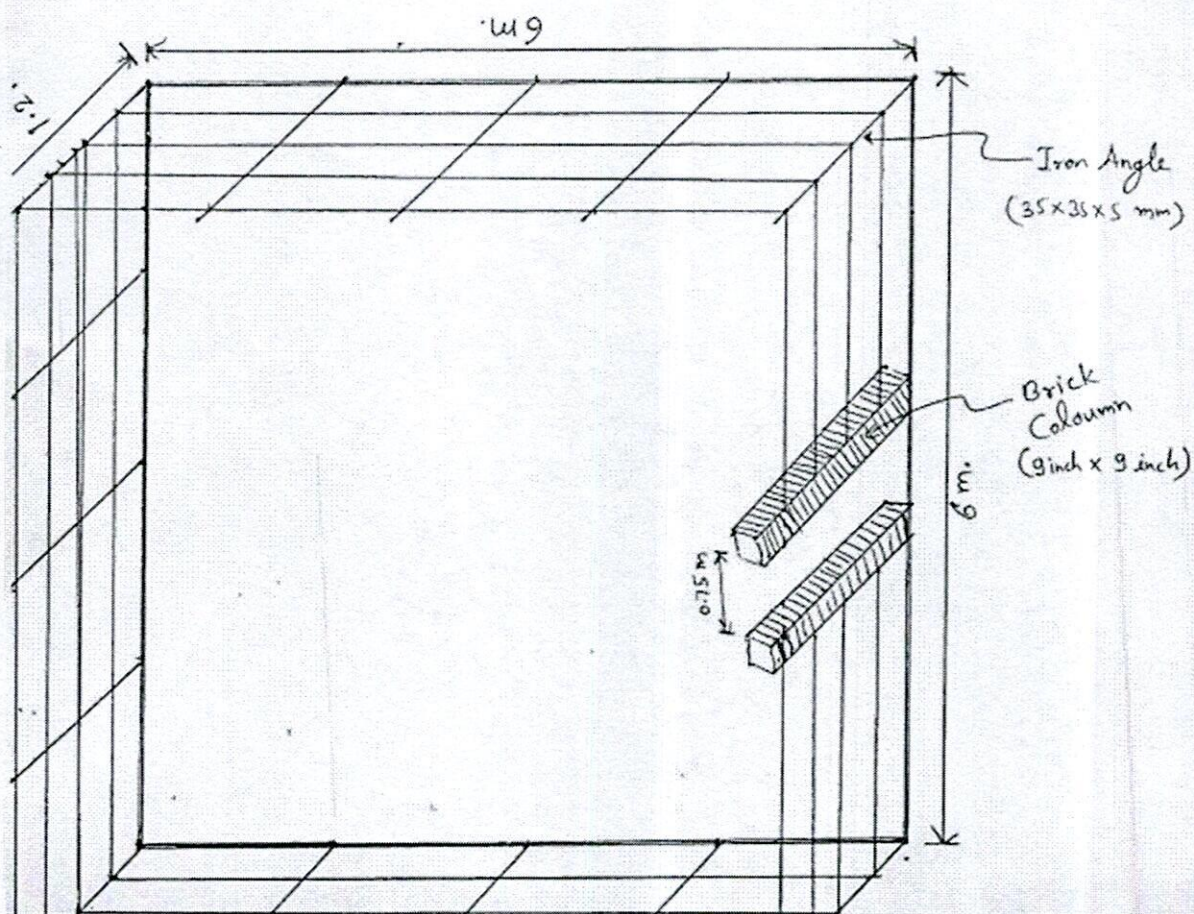


M. K. Gupta  
(Manish K. Gupta)  
DE, GEN

### Bathroom & W/C Layout



Gauge, Discharge and Silt Site Bhatpurwaghat



**Meteorological Station Layout**

*[Handwritten signature]*





Bhatpurwa Ghat Campus Arial View

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