

भारत सरकार  
GOVERNMENT OF INDIA  
जल शक्ति मंत्रालय  
Ministry of Jal Shakti  
जल संसाधन, नदी विकास और गंगा संरक्षण विभाग  
Department of Water Resources, River Development and Ganga  
Rejuvenation  
केंद्रीय जल आयोग  
Central Water Commission  
सिक्किम अन्वेषण मंडल, गान्तोक  
Sikkim Investigation Division, Gangtok



TENDER DOCUMENT

(E-PROCUREMENT MODE)

FOR

- 
- a) **Supply, Installation, Testing, Commissioning and Maintenance of “Acoustic Doppler Current Profiler with DGPS & its Accessories” for Sikkim Investigation Division, Gangtok.**
- b) **Comprehensive Annual Maintenance Charges for 5 years including replacement of material & consumables and services beyond 2 years warranty period.**
- 

*[Two Envelope with e-Bidding]*

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## **CHECK LIST**

Please tick the appropriate column.

SL. NO.	DOCUMENT	ENCLOSED	
		YES	NO
	<b>TECHNICAL BID</b>		
1.	Dated Covering Letter of Bidder		
2.	Distributorship / Dealership certificate from the manufacturer, if the bid is submitted by authorized dealer/ representative.		
3.	List of clients to whom supply of similar type of hydro-meteorological equipment has been made including the value of supply order and the present status of the order.		
4.	Prescribed Earnest Money Deposit in form of Demand Draft / FDR		
5.	Technical Schedules-T duly filled in and signed with Company/Firm's Seal on each page		
6.	Printed literature on all the equipment/items giving specifications and details of accessories.		
7.	Original Technical Bid Document dully filled in and signed on each page		
8.	Copy of exemption certificate of EMD		
	<b>FINANCIAL BID</b>		
9.	Whether quoted prices are FOR at SID, Gangtok		

It shall be ensured that the above 'Check List' is duly and completely filled in without leaving any item of Check List un-filled.



**GOVERNMENT OF INDIA**  
**Ministry of Jal Shakti**  
**Department of Water Resources, River Development and Ganga Rejuvenation**  
**Central Water Commission**  
**Sikkim Investigation Division, Tadong, Gangtok, Sikkim 737102**

Ph.: 03592-231887, 271059; Fax: 03592-231887 Email: eesid-cwc@gov.in <https://eprocure.gov.in/eprocure/app>

**e- Notice Inviting Tender**

File No. SID/DB/7(4)/TENDER/2019-20/

Dated:

The Executive Engineer, Sikkim Investigation Division, Central water Commission, Gangtok (Sikkim) on behalf of President of India invites online e-tenders through the website <https://eprocure.gov.in/eprocure/app> under **Two bids** system from eligible and qualified bidders for the supply of following goods:

NIT No.	<b>SID/GANGTOK/04</b>
Name of the Item/Goods/Service	a) <b>Supply, Installation, Testing, Commissioning and Maintenance of “Acoustic Doppler Current Profiler with DGPS &amp; its Accessories” for Sikkim Investigation Division, Gangtok.</b> b) <b>Comprehensive Annual Maintenance Charges for 5 years including replacement of material &amp; consumables and services beyond 2 years warranty period.</b>
Estimated Cost	Rs. 30,73,900/- (Rupees Thirty Lakhs Seventy Three Thousand and Nine Hundred Only)
Earnest Money Deposit (EMD)/Bid Security	Amount: Rs. 62,000/- Validity: 120 days
Start date of free download of bid document through e-procurement Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>	12.10.2019 at 13:00 hrs.
Last date for seeking clarification if any (Through e-mail)	21.10.2019 up to 10:00 hrs
Date and Time of Pre-Bid meeting and Venue	22.10.2019 at 15:00 Hrs O/o SE, Investigation Circle, Tadong, Gangtok (Sikkim)
Last date & time for submission of online bid through e-procurement Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>	<b>28.10.2019 at 15:00 hrs.</b>
Date & time for opening of technical bid (online) through e-procurement Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>	<b>29.10.2019 at 15:00 hrs.</b>
Date & time for opening of financial bid (online) through e-procurement Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>	To be notified later.
Validity period of Bid	<b>120 days from opening of bid</b>

Delivery Period of the items / Goods	90 days from date of issue of supply order
E-Tender inviting authority Designation and Address at which documents are to be submitted in hard copy	Executive Engineer, Sikkim Investigation Division, Central Water Commission, Tadong, Gangtok-737102. Phone No: 03592-231887, 271059 Fax No : 03592-231887 Email: eesid-cwc@gov.in

1. Bid Documents can be downloaded from CWC website <http://cwc.gov.in> or from the Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> free of cost.
2. Bidders should enroll/register in the e-procurement module of Central Public Procurement Portal through the website <https://eprocure.gov.in/eprocure/app> for participating in the bidding process.
3. Bidders should also possess a valid Digital Signature Certificate (DSC) of Class III for online submission of bids.
4. Bids received on CPP portal (<https://eprocure.gov.in/eprocure/app>) only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.
5. Any change/corrigendum/extension of opening date in respect of this tender shall be issued through **CPP Portal** only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our **CPP Portal** for updates.
6. The amount of Earnest Money Deposit (EMD)/Bid Security of **Rs. 62,000/-** in the form of Demand Draft/Fixed Deposit Receipts (FDR) of any Nationalized/ Scheduled Bank in favour of “**Executive Engineer, Sikkim Investigation Division, CWC, Gangtok**” payable at SBI, Gangtok. The bidder should upload the scanned copy (.pdf) of the EMD along with Technical bid document.
7. The original copies of documents as mentioned in clause 15.7 of ITB and EMD / Bid Security or a copy of exemption certificate of EMD, valid up to the bid validity period (NSIC/MSME) for the items tendered should be submitted to the office of the Executive Engineer, Sikkim Investigation Division, Central Water Commission, Gangtok on or before 28.10.2019 at 15.00 hrs by personally or through post or courier. The bid will be opened if those documents received by office (SID, CWC) within stipulated date and time. Other bids will not open and it will be treated as rejected.
8. On opening date, the bidder can login and see the bid opening process. After opening the bids, he/she will receive the competitor bid sheets.
9. The bidders should upload the scanned copy of duly signed full bid documents (.p000.00df) along with compliance report/statement.
10. The intending bidder, in case of Prime Equipment Manufacturers shall upload a self-declaration on their letter-head as PDF file in Cover-I (Technical bid) of e-tender, along with the tender documents, confirming that they are regularly manufacturing, supplying, installing, testing & commissioning of the similar equipment for the last **3 years**.
11. The intending bidder, in case of Authorized Distributor/ Authorized Dealer shall possess valid authorized Distributorship /Dealership license from Original Equipment Manufacturers. The bidder shall enclose the copy of the same as PDF file in Cover-I of the e-tender while submitting the bid.
12. **The bidder must ensure to quote his/her item rate bid in the attached Bill of Quantity (BoQ) (Financial Bid) in Excel Format only.**
13. All the tender documents (Technical & Financial bid) to be uploaded as per this tender are to be digitally or duly signed by the bidder.

14. All the communications with respect to the tender shall be addressed to:

Executive Engineer,  
Sikkim Investigation Division,  
Central Water Commission, Tadong,  
Gangtok-737102.  
Phone No: 03592-231887, 271059  
Fax No : 03592-231887

**Email :** eesid-cwc@gov.in

List of Documents to be scanned and uploaded within the specified date and time i.e. period for bid submission:

**COVER – I (Technical Bid)**

- i. A scanned copy of Demand Draft/FDR of any Schedule Bank against EMD/Bid security. Bidders claiming exemption of EMD/Bid security, should provide documentary proof of their being registered as NSIC/MSE (indicating the terminal validity date of their registration) for the **items tendered** and the same shall be scanned and uploaded. If such a certificate is not submitted before date of opening of technical bids, for the items tendered, the bid will be treated as non-responsive and shall be rejected.
- ii. Certificate of Registration for GST.
- iii. Latest income tax clearance certificate along with PAN in the name of Firm and not in the individual name should be submitted along with E-Tender.
- iv. OEM certificate/ Authorized Distributor/ Authorized Dealer shall possess valid authorized Distributorship /Dealership license from Original Equipment Manufacturers
- v. Duly signed full tender documents (.pdf) along with compliance report/statement.
- vi. Scanned documents as per clause 5.2 & 15.3 of ITB

**COVER – II (Financial Bid)**

- i. Bill of Quantities (BoQ)

Executive Engineer  
Sikkim Investigation Division  
Central Water Commission  
Gangtok, Sikkim.

**Copy to:**

1. Superintending Engineer, IC, CWC, Tadong, Gangtok for information
2. Notice board

**GOVERNMENT OF INDIA  
INVITATION FOR BIDS (IFB)**

Date: 12/10/2019  
NIT No.: **SID/GANGTOK/04**

1. Bidders are advised to note the minimum qualification criteria specified in the Bidding Documents in order to qualify for the award of the Contract.
2. The **Executive Engineer, Sikkim Investigation Division, Central Water Commission, Gangtok** invites bids electronically from eligible bidders for *the following works* CWC, Gangtok. The Bidders may submit Bids for all of the goods and services.

Sl. No.	Description of goods	Quantity	Location	Delivery Period
1.	<b>Supply, Installation, Testing, Commissioning and Maintenance of “Acoustic Doppler Current Profiler with DGPS &amp; its Accessories” for Sikkim Investigation Division, Gangtok</b>	1	SID, CWC, Gangtok	150 days
2.	<b>Comprehensive Annual Maintenance Charges for 5 years including replacement of material &amp; consumables and services beyond 2 years warranty period.</b>	1 job		5 years

3. The Bidding Document is available online and can be downloaded free of cost by logging on to the website <http://cwc.gov.in> or <https://eprocure.gov.in/eprocure/app>. The bids are to be submitted online through the e-procurement portal only (<https://eprocure.gov.in/eprocure/app>). Bids submitted manually will not be accepted. The bidders would be required to register in the website which is free of cost.
4. For submission of the Bid, the Bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorized by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <https://eprocure.gov.in/eprocure/app>.
5. Bids must be accompanied by Bid Security/EMD for the stated amount and in the form specified in the Bidding Document. Bid security shall have to be valid for **45 days** beyond the validity of the bid. Bids should be valid for **120 days** after date of opening of bids. Procedure for submission of Bid Security is described in Para 7 below.
6. Bids must be submitted on <https://eprocure.gov.in/eprocure/app> on or before **15:00 hrs** on **28.10.2019** and will be opened online on **29.10.2019** at **15:00 hrs**. Record of bid opening will be electronically shared with bidders. If the office happens to be closed on the date of opening of the Bids as specified, the Bids will be opened on the next working day at the same time and venue. Any bid or modifications to bid (including discount) received outside e-Procurement System will not be considered. The electronic bidding system would not allow late submission of bids.
7. The Bidders are required to submit specified **original documents as per clause 15.7 of ITB including original Bid Security in approved form** to Executive Engineer, Sikkim Investigation Division, Central Water Commission, Gangtok at the address given below before the date and time specified for opening of the Bids on **29.10.2019** at **15:00 hrs** by registered post/speed post/courier or by hand, failing which the Bids will be declared non-responsive and will not be opened.
8. Other details can be seen in the bidding documents. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the Bidder's responsibility to verify the website for the latest information related to the Bid.

**Name and address of Purchaser**

**Executive Engineer**

**Sikkim Investigation Division**

**Central water Commission**

**Tadong, Gangtok, Sikkim.**

**Email : eesid-cwc@gov.in**

**Phone No: 03592-231887, 271059; Fax No : 03592-231887**

## Section 1 - INSTRUCTION TO BIDDERS (ITB)

### A. General

#### 1. Scope of Bid

- 1.1 The Purchaser, namely **Executive Engineer, Sikkim Investigation Division, Central water Commission, Gangtok** issues these Bidding Documents for the supply of Goods and Related Services as specified in Schedule-F (ADCP). The name and identification number of this procurement is SID/GANGTOK/04.

#### 2. Source of Funds

- 2.1 The expenditure to be incurred for this intended purchase will be met from the funds available with the purchaser named in the Schedule of Quantities, hereinafter referred to as “the purchaser” i.e. **Executive Engineer, Sikkim Investigation Division, Central water Commission, Gangtok**

#### 3. Eligible Bidders

- 3.1 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. This invitation for online bids is open to all suppliers, who fulfill the eligibility criteria as well as the Qualification criteria, incorporated in this document.

#### 4. Amendment of online bidding documents

- 4.1. At any time prior to the deadline for submission of online bids, the purchaser may, for reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the online bidding documents by amendment.
- 4.2. The Amendment will be notified on the CPP portal as corrigendum. Bidders may check the CPP portal for corrigendum, if any. No separate notification will be sent to Bidders by email /Fax / Phone etc. in this regard.
- 4.3 In order to provide the prospective bidders with reasonable time in which to take the amendment into account in preparing their online bids, the purchaser may, at its discretion, extend the deadline for the submission of online bids and other allied time frame having linkage with that deadline

### B. Preparation of Bids

#### 5. Documents Comprising the Bid

- 5.1 The Bid shall comprise Two Parts, namely the **Technical Part** and the **Financial Part**. These two Parts shall be submitted simultaneously
- 5.2 The **Technical Part of Bid** shall comprise the following:
  - (a) Letter of Bid – Technical Part in accordance with ITB Clause 6;
  - (b) Bid Security in accordance with ITB 13;
  - (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 14.2;



- (d) Documentary evidence in accordance with ITB Clause 10 that the Goods and Related Services conform to the Bidding Documents;
- (e) Documentary evidence in accordance with ITB Clause 11 establishing the Bidder's qualifications to perform the contract.
- (f) Manufacturer's Authorization in accordance with ITB Clause 11.1 (a), on the form provided in Section 3;
- (g) Performance Statement of supplies of similar goods made during the last 3 years, in accordance with ITB 11.2;
- (h) List of Goods & Related Services indicating Bidder's offered delivery period.
- (i) Affidavit confirming correctness of information and documents submitted with the Bid, as per format given in Section 3;
- (j) Printed literature of all the equipment, accessories and items being offered against this bid enquiry giving full specifications and details. The bidder shall clearly bring out technical deviations, if any, in specifications of the equipment, accessories and items being offered vis-a-vis specifications given in the bid documents, in the prescribed schedule in the 'Technical Bid Document'.
- (k) Technical Bid document will be downloaded, duly filled in as required and signed by the bidder with Firm's seal on each page before uploading to the site.

5.3 The **Financial Part of Bid** shall comprise the following:

- (a) **Bill of Quantities (BoQ)** (using the Schedule uploaded with the bidding documents) wherein the rates shall be entered online.

## 6. Letter of Bid and Bill of Quantities

- 6.1 The Bidder shall submit the **Letter of Bid – Technical Part**, and **Bill of Quantities (BoQ)** using the forms furnished in Section 3, Bidding Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested.

## 7. Alternative Bids

- 7.1 Alternative bids shall not be considered.

## 8. Bid Prices and Discounts

- 8.1 Price Schedules shall conform to the requirements specified below.
- 8.2 All lots (Contracts) and items must be listed and priced separately in the Price Schedules.
- 8.3 The price to be quoted in the Financial Part (Bill of Quantities) shall be the total price of the Bid, including any discounts offered.
- 8.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.
- 8.5 If so specified in ITB 1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot.
- 8.6 Prices shall be quoted as specified in the Bill of Quantities included in Section 3, Bidding Forms as stated below:
  - (i) **(a) For domestic goods:** The price of the Goods quoted shall comprise of base price EXW, GST and Charges for transportation, Insurance and other charges up to the final destination i.e. **SID, CWC, Gangtok** (as per BoQ).

(b) **For imported goods:** The price of the Goods quoted shall comprise of base price EXW, GST, customs duty and any other taxes as applicable and Charges for transportation, Insurance and other charges up to the final destination i.e. SID, CWC, Gangtok (as per BoQ).

- (ii) Other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
- (iii) The price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination (Project Site), namely *Executive Engineer, Sikkim Investigation Division, Central Water Commission, Gangtok*.
- (iv) Price for Related Services, if any.

## 9. Currencies of Bid

9.1 The Bidder shall quote in *Indian Rupees* only in **BoQ**.

## 10. Documents Establishing the Conformity of the Goods and Related Services

10.1 To establish the conformity of the Goods to the Bidding Documents, the Bidder shall furnish as part of its Technical Part of Bid, the documentary evidence that the Goods conform to the technical specifications and standards specified in Section 3, Schedule of Requirements

## 11. Qualifications of the Bidder and Documentary Evidence

11.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall be submitted as part of its Technical Part of Bid, to establish to the Purchaser's satisfaction:

- (a) (i) that if a Bidder that does not manufacture or produce the Goods it offers to supply, it shall submit with its Bid the Manufacturer's Authorization and confirmation to provide Manufacturer's warranty/guarantee for the goods along with the supply, on the form included in Section 3. However, if the Bidder itself is an Authorized Dealer or Distributor, it may submit Certificate evidencing this position – in lieu of Manufacturer's Authorization.
- (ii) that supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.
- (b) that the Bidder meets the following qualification criterion:

The bidder shall have completed satisfactorily at least three similar works of supply, installation, testing & commissioning of Hydro-meteorological equipment during last five years each of value not less than 12.30 lakhs.

Or,

The bidder shall have completed satisfactorily at least two similar works of supply, installation, testing & commissioning of Hydro-meteorological equipment during last five years of value not less than 18.44 lakhs.

Or,

The bidder shall have completed satisfactorily at least one similar works of supply, installation, testing & commissioning of Hydro-meteorological equipment during last five years of value not less than 24.60 lakhs

11.2 The Bidder shall also submit with its Bid, details of supplies of similar goods made during the **last 3 years** preceding the deadline for Bid submission, using the Proforma for Performance Statement included in Section 3. Bidders shall invariably furnish documentary evidence (End User's certificate) in support of the satisfactory operation of the goods as specified above.

11.3 The bidder shall be either manufacturer or authorized dealer or authorized distributor in India dealing with the intended items.

11.4 Financial Capability:

The bidder's annual turnover shall be not less than Rs.30.73 Lakh during last 3 years. The Bidder shall furnish documentary evidence that it meets the financial capability.

## **12. Period of Validity of Bids**

12.1 Bids shall remain valid for the period of **120 days** after opening of the bids. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive

## **13. Bid Security**

13.1 The Bidder shall furnish as part of its Technical Part of Bid, a Bid Security/EMD, in original for an amount of **INR 62,000/-** in favour of ***“Executive Engineer, Sikkim Investigation Division, Central water Commission, Gangtok”***

Bid Security/EMD should be in one of the following forms:

- (i) Demand Draft (DD) issued by a nationalized/scheduled bank; or
- (ii) Fixed Deposit Receipt (FDR) certificates issued by a nationalized/scheduled bank for equivalent or higher values are acceptable provided these are pledged in favour of the ***“Executive Engineer, Sikkim Investigation Division, Central water Commission, Gangtok”*** and such pledging has been noted and suitably endorsed by the bank issuing the deposit certificates.

**The Bid Security / EMD shall be valid for forty-five (45) days beyond the original validity period of the Bid**

13.2 If a Bid is not accompanied by a substantially responsive Bid Security / EMD, it shall be rejected by the Purchaser as non-responsive.

13.3 Bid Security / EMD of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 33.

13.4 The Bid Security / EMD may be forfeited:

- (a) If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of Intent, whichever is earlier, or make any modification in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely. This provision would naturally apply only to the lowest tenderer once the earnest money of all the tenderers except those of the lowest is refunded as per provisions under para 19.5(1).
- (b) If contractor fails to furnish the prescribed performance security in accordance with ITB 33 within the prescribed period, the earnest money is absolutely forfeited to the President automatically without any notice.
- (c) In Case of forfeiture of earnest money as prescribed in 1 and 2 above, the tenderer shall not be allowed to participate in the retendering process of the work.

#### 14. Preparation and Signing of Bid

- 14.1 The Bidder shall prepare the Bid as per details given in ITB 15.
- 14.2 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of Power of Attorney and shall be submitted with the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature.
- 14.3 Corrections, if any, in the bid can be carried out by editing the information before electronic submission on CPP Portal <https://eprocure.gov.in/eprocure/app>

### C. Submission and Opening of Bids

#### 15. Electronic Submission of Bids, and Submission of Original Documents

- 15.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-Procurement Portal (**CPP Portal**). Detailed guidelines for viewing Bids and submission of online Bids are given in the **CPP Portal**. Any Bidder can log on to this **CPP Portal** and view the IFB and details of Works/Goods for which Bids are invited. However, every Bidder has to enroll/register in the **CPP Portal**, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any Authorized Certifying Agency. The Bidder should register in the **CPP Portal** using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging onto the website. The Bidder can then log in the **CPP Portal** through the secure login by entering the password of the e-token & the user id/ password chosen during registration.

The Bidder should go through the Bidding Document carefully and submit the specified documents, along with the Bid otherwise the Bid may get rejected.

- 15.2 The Bidder shall submit Bid in two separate online folders **simultaneously**, i.e. Folder 1, for the **Technical Part** and Folder 2 - for the **Financial Part**.
- 15.3 **The ‘Technical Part of Bid’** submitted online by the Bidder shall comprise the following documents and the Bidder shall upload scanned copies of these documents with the Bid.
  - (i) **Letter of Bid – Technical Part** as per format given in Section 3;
  - (ii) **Bid Security** in accordance with ITB 13;
  - (iii) **Delivery Period Offered:** List of Goods & Related Services indicating Bidder’s offered delivery period.
  - (iv) **Authorization:** Power of Attorney of signatory of Bid in accordance with ITB 14.2;
  - (v) **Manufacturer’s Authorization** in accordance with ITB 11.1 (a), on the form provided in Section 3;
  - (vi) **Affidavit** confirming correctness of information and documents submitted with the Bid in accordance with ITB Clause 5, on the form provided in Section 3;
  - (vii) **Performance Statement** of supplies of similar goods made during the last 3 years, in accordance with ITB 11.2;
  - (viii) **Compliance of Goods and Related Services with Technical Specifications and Standards:** Documentary evidence in accordance with ITB Clause 10;
  - (ix) **Qualifications of the Bidder:** Documentary evidence of Bidder’s qualifications to perform the Contract in accordance with ITB 11.1; and
  - (x) **Authorized address and contact details** of the Bidder having the following information:

Name of Firm  
Address for communication  
Telephone No.(s): Office  
Mobile No.  
Facsimile (FAX) No.  
Electronic Mail Identification (E-mail ID)

- 15.4 The Technical Part of Bid shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part of Bid, the Bid shall be declared non-responsive.

- 15.5 **The Financial Part of Bid** submitted online by the Bidder shall comprise the following:

- (a) Bill of Quantities (BoQ) (using the Schedule uploaded with the bidding documents) **wherein the rates shall be entered online.** Upon entry of unit rates for all the items, total Bid Price would be calculated automatically by the System and displayed.

- 15.6 All documents are required to be signed digitally by the Bidder. The System generates a Unique Bid Identification Number, time stamped as per server time, as an acknowledgement for Bid submission.

15.7 **Submission of Original Documents**

Bidders are required to submit the following documents in original to the Purchaser's office.

- (i) **Original Bid Security / EMD in approved form or a copy of exemption certificate (NSIC/MSME) of EMD, valid up to the bid validity period for the items tendered**
- (ii) Affidavit confirming correctness of information and documents submitted with the Bid, using the Format given in Section 3

These original documents should be received by the Purchaser **before the date and time fixed for opening of Technical Part of Bids (29.10.2019 at 15:00 hrs)** either by registered/speed post/courier or by hand, failing which the Bid will be declared non-responsive, and will not be opened. Hard copies of Bids or any other documents are not required to be submitted.

- 15.8 Any Bid or modifications to Bid (including discount) received outside the e-Procurement System (**CPP Portal**) shall not be considered.

- 15.9 **Bids submitted manually or by Telex, or Cable or by Fax will be rejected as non-responsive**

**16. Deadline for Submission of Bids**

- 16.1 Bids must be uploaded online no later than the **28.10.2019 at 15:00 hrs**. A Bidder may modify its Bid any number of times by using the appropriate option for Bid modification on the e-Procurement Portal, before the deadline for submission of Bids. For Bid modification and consequential re-submission, the Bidder is not required to withdraw its Bid submitted earlier. The last modified Bid submitted by the Bidder within the deadline for bid submission shall be considered as the Bid. The modification and consequential re-submission of Bids is allowed any number of times.

- 16.2 A Bidder may withdraw its Bid by using the appropriate option for Bid withdrawal, before the deadline for submission of Bids. However, if a bid is withdrawn, re-submission of the Bid is allowed.

**17. Late Bids**

- 17.1 The electronic bidding system would not allow any late submission of Bids after due date and time as per server time

## **18. Public Opening of Technical Parts of Bids**

- 18.1 The Purchaser shall open Technical Parts of all Bids online in the Purchaser's office, on **29.10.2019 at 15:00 hrs**, and this can also be viewed by the Bidders online. The Financial Parts of the Bids shall remain unopened in the e-Procurement System, until the evaluation of the Technical Parts of the Bids.

In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids will be opened at the appointed time and location on the next working day.

- 18.2 **In all cases, original documents submitted as specified in ITB 15.7 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 15.7 will be declared non-responsive and will not be opened.**

- 18.3 The Purchaser shall prepare a record of the Technical Part Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification.

**The Technical Part Bid opening summary will be uploaded on the e-Procurement Portal (CPP Portal).**

- 18.4 Only Technical Parts of Bids that are opened at Bid opening shall be considered further for evaluation.

## **D. Evaluation of Bids**

### **19. Confidentiality**

- 19.1 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 19.2 From the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing

### **20. Clarification of Bids**

- 20.1 **To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing.**

## **E. Evaluation of Technical Parts of Bids**

### **21. Evaluation**

- 21.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 21.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission.
- 21.3 Evaluation of Technical Parts of Bid with respect to documents and information furnished in the Bid pursuant to ITB Clause 15.3 shall be taken up. The Purchaser will determine whether each Bid (a) has been properly signed and supported by the Power of Attorney in favour of the signatory of the Bid; (b) is accompanied by the Bid Security/EMD of requisite amount and validity in the approved form; (c) meets the eligibility criteria defined in ITB Clause 3; (d)

Delivery Period offered meets the specified requirements; and (e) has furnished details of compliance with Technical Specifications.

- 21.4 Bids from Agents, without proper authorization from the Manufacturer and without proper agreement to furnish the manufacturer's guarantee/warranty, shall be treated as non-responsive.
- 21.5 Bids offering delivery beyond the stipulated delivery will be treated as non-responsive.
- 21.6 Section-2 (Scope of Work and Technical Specification) stipulate payment schedule offered by Purchaser. If the Bid deviates from that schedule the Bid will be treated as non-responsive.
- 21.7 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 21.8 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in ITB Clause 11.1.
- 21.9 **The bidders those who are technically qualified, technical demonstration (at any site finalized by SID,CWC, Gangtok) by the bidders is compulsory to verify the technical competency of the goods before opening of their financial bids, as per terms and conditions of the bid document. The information will be communicated by this office to the technically qualified bidders for their technical competency for demonstration of the goods. (It is applicable for a given type of goods and the same will be decided by the Purchaser)**

## **22. Notification of Result of Evaluation of Technical Parts**

- 22.1 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall qualify for opening of the Financial Parts of their Bids.
- 22.2 Evaluation of Technical Parts of Bid will be completed by the Purchaser, and a list will be drawn up of the qualified bidders whose Financial Part of Bids will be eligible for opening.
- 22.3 Purchaser shall notify, online, the summary of technical evaluation giving details of those Bidders who have failed to meet the Qualification Criteria and/or whose  
  
Bids were considered non-responsive to the requirements in the bidding document, advising them as under:
  - (a) That their Technical Part of Bid failed to meet the requirements of the bidding document; and
  - (b) That their Financial Part of the Bid shall not be opened.
- 22.4 The result of evaluation of the Technical Parts of Bid shall also be made public on e-Procurement Portal.
- 22.5 The Purchaser shall notify in writing those Bidders whose Technical Parts of Bids have been evaluated as substantially responsive as under:
  - (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
  - (b) their Financial Part of Bid will be opened online; and

- (c) notify them of the date and time of the online opening of the Financial Parts of the Bids

## **F. Public Opening and Evaluation of Financial Parts of Bids**

### **23. Opening of Financial Parts of Bids**

- 23.1 The financial bids shall be opened online on the CPP portal on the notified date. All the bidder's names, the Bid prices, the total amount of each bid, including any other details can be viewed online at the time of financial bid opening.
- 23.2 The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online.

### **24. Correction of Arithmetical Errors**

- 24.1 The e-Procurement System automatically calculates the total amount from unit rates and quantities. The System also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction

### **25. Evaluation of Financial Parts of Bids**

- 25.1 During the detailed evaluation of Financial Parts of Bid, the substantial responsiveness of the Bids will be further determined with respect to those bid conditions i.e. Bill of Quantities (BoQ). The Purchaser shall confirm that the following documents are in accordance with the requirements specified in the bidding document. If any of these documents or information is missing, the offer shall be rejected.
  - (a) Bill of Quantities (BoQ) in accordance with ITB Clauses 6, 8 & 9.
- 25.2 If a Bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation

### **26. Determination of Evaluated Bid prices**

- 26.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage, to be substantially responsive.
- 26.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 26.3. No other criteria or methodology shall be permitted.
- 26.3 To evaluate a Bid, the Purchaser shall consider the following:
  - (a) **Bids will be evaluated for the combined cost of all the items mentioned in BoQ and the Contract will be awarded to the lowest evaluated (L1) Bidder.**
  - (b) Evaluated price shall be arrived up to Final Destination (i.e. SID, CWC, Gangtok) at by adding (i) price of Goods quoted EXW including GST (ii) other taxes, if any, payable on the Goods (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination and (iv) price for Related Services, if any

### **27. Comparison of Bids**

- 27.1 The Purchaser shall compare all substantially responsive bids evaluated in accordance with ITB Clause 26.3 to determine the lowest evaluated Bid.



## **28. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**

- 28.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders

## **G. Award of Contract**

### **29. Award Criteria**

- 29.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, on deposit of Performance Security in accordance with ITB 33.1, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

### **30. Purchaser's Right to Vary Quantities at Time of Award**

- 30.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Schedule- F (ADCP) provided the variation does not exceed **100%** and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.

### **31. Issue of Work Order; Publication of Award & Recourse to unsuccessful Bidders**

- 31.1 Prior to the expiration of the period of bid validity, the Purchaser shall issue '**Letter of Intent**' to notify the successful Bidder, in writing, that its Bid has been accepted. Thereafter on submission of Performance Security (as per ITB 33) by the successful bidder, the Purchaser shall issue **Work Order** enclosing therewith the Contract Agreement Form duly filled in for getting it signed by the selected Bidder.
- 31.2 Until the formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 31.3 The Purchaser shall publish on its website **<https://eprocure.gov.in/eprocure/app>** the results identifying the Bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- 31.4 Upon the successful Bidder's furnishing of the Performance Security in accordance with ITB Clause 33 and signing the Contract Agreement Form pursuant to ITB Clause 32, the Purchaser will promptly notify each unsuccessful Bidder through CPP portal.

### **32. Signing of Contract**

- 32.1 The successful Bidder shall sign with date and return it to the purchaser, the Contract Agreement Form sent by the Purchaser pursuant to ITB 31.1, within 15 days from the stipulated date of start of the work (Ref : Sl. No. 30 of 'Clauses of Contract').

### **33. Performance Security**

- 33.1 Within **fifteen (15) days** of the receipt of **Letter of Intent** from the Purchaser, the successful Bidder shall furnish the Performance Security in the form specified in the GCC in favour of "**Executive Engineer, Sikkim Investigation Division, CWC, Gangtok**". The bidders may see the name of the winning Bidder and the names of unsuccessful bidders on CPP Portal.
- 33.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD/Bid Security in accordance with ITB 13.4.

### 34. Other Instructions

1. Not more than one E-Tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance 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 E-Tender for the same contract as separate competitors. A breach of this condition will render the E-Tenders of both parties liable to rejection.
2. E-Tenderer who has downloaded the E-Tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> shall not tamper/modify the E-Tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, E-Tender will summarily be rejected and EMD would be forfeited.
3. Applicant contractor must provide demand draft (DD) **Rs. 62,000/-** (Rupees Sixty Two Thousand Only) as Earnest Money Deposit (EMD) obtained from any Nationalized/ Scheduled Bank in favor of Executive Engineer, Sikkim Investigation Division, Central Water Commission, Gangtok payable at Gangtok with their application/downloaded E-Tenders in separate envelopes. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on department. In case of re-E-Tendering, the firms which have submitted the DD in earlier calls as the cost of E-Tender forms/ documents will require to submit DD along with their E-Tender/application in subsequent calls also. E-Tender not accompanied with the cost of E-Tender documents and Earnest Money Deposit (EMD) is liable to be rejected.

भारत सरकार  
GOVERNMENT OF INDIA  
केंद्रीय जल आयोग  
Central Water Commission  
सिक्किम अन्वेषण मंडल, गान्तोक  
Sikkim Investigation Division, Gangtok  
**CPWD-9 (Part -1)**

**BID AND CONTRACT FOR SUPPLY OF MATERIALS**

**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF SUPPLIERS**

1. Bid Documents shall state the supplies to be made as well as the date & time for submitting and opening Bids, the time allowed for carrying out the work, the amount of the 'Performance Guarantee' to be deposited by the successful Bidder. The copy of complete bid documents and other details required in connection with the work, signed for the purpose of identification by the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok shall be open for inspection by the Bidders at the office of the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok on all working days between 10:00 hrs to 17:00 hrs (IST) from 13.10.2019 to 26.10.2019.
2. Any person/firm who submits a Bid shall fill up all the prescribed bidding schedules and rates. Bids, which propose alteration, in the works specified in the said form of invitation to Bid or in the time allowed for carrying out work or which contain any other condition of any sort shall be liable to rejection.
3. The Executive Engineer, Sikkim Investigation Division, CWC, Gangtok or his duly authorized representative shall open Bids in the presence of Bidders who may wish to be present at the time of opening. As bids are invited on two envelopes system, only Technical Bids shall be opened on the date & time prescribed in the bid documents. Financial Bids of only those bidders, who are found technically qualified based on evaluation of technical bids, shall be opened on date & time decided by the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok.
4. The Executive Engineer, Sikkim Investigation Division, CWC, Gangtok shall have the right to reject all or any of the Bids without assigning any reason and shall not be bound to accept the lowest Bid.
5. The receipt of an accountant or clerk for any money paid by the Supplier shall not be considered as an acknowledgement of payment to the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok and the Supplier shall be responsible for ensuring that he produces a receipt signed by the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok or a duly authorized cashier.
6. All Packages of ADCP Equipment received from successful bidder after award of work shall be opened only in the presence of supplier.

## CLAUSES OF CONTRACT

- 1.0 Performance Guarantee:** The person/persons/firm whose Bid(s) may be accepted (herein after called the Supplier) shall furnish to the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok a **sum equal to 5 %** of Bid value as 'Performance Guarantee' in prescribed form within the prescribed time limit as given herein after.
- 2.0 Mode of Performance Guarantee:** Supplier shall furnish the Performance Guarantee at the rate mentioned above in the form of Unconditional & Irrevocable Bank Guarantee (on the Prescribed Form, which shall be made available along with Letter of Intent of any scheduled bank of India within 15 days from the issue of Letter of Intent to the successful bidder to commence the work.
- Liquidation of Bank:** If the bank, which has issued the bank guarantee goes into liquidation or for any reason is unable to make payment against the said bank guarantee, the loss caused there by shall fall on the Supplier and the Supplier shall forth with on demand furnish additional security to the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok to make good the deficit. Executive Engineer, Sikkim Investigation Division, CWC, Gangtok for this purpose shall be entitled to recover such amount from any dues of supplier against Executive Engineer, Sikkim Investigation Division, CWC, Gangtok.
- 3.0 Penalty for Delay:** On receipt of the Performance Security pursuant to 1.0 above, **‘Work Order’** shall be issued by the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok. The Supplier is to deliver the materials on or before the date mentioned in the “Work Order”, failing which, he shall be required to pay or allow one percent (1 %) of the total amount of the contract value for every week or part thereof but not exceeding 10 weeks to be deducted from his Performance Guarantee, that he shall exceed his time as and for liquidated damages.
- 4.0** In every case in which the payment or allowance mentioned in Clause 3.0 shall have incurred for 10 consecutive weeks, the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok shall have the power to annul the contract and/ or have the supply completed at the Supplier’s risk and expenses without any further notice to him and the Supplier shall have no claim to compensation for any loss that he may incur.
- 5.0 Release of EMD:** EMD of technically unsuccessful bidders shall be returned without opening of their Financial Bids. Bid Security / EMD of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the contract and furnishing the Performance Security pursuant to ITB 33. EMD of successful bidder shall be released only after receiving the required Performance Guarantee.
- 6.0 Force Majeure:** The Supplier shall not be considered in default in performance of the obligations under this contract, if such performance is prevented or delayed by events such as war, hostilities, revolution, riots, civil commotion, epidemics, Tsunami, Hurricane, floods, droughts, earthquakes, or any other act of Nature, or for any cause beyond the reasonable control of the part affected, provided

notice in writing of any such cause with necessary evidence that the obligation under this contract is hereby affected or prevented or delayed, is given within 30 (thirty) days from the happening of the event. As soon as the cause of Force Majeure has been removed, the supplier shall notify the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok of such causation and the actual delay incurred in such affected activities adducing necessary evidence in support thereof. From the dates of occurrence of a case of Force Majeure, obligations of the supplier shall be suspended during the continuances of any liability so caused until the cause itself and the inability resulting there from has been removed.

- 7.0 **Extension of Time:** If the Supplier is unable to supply the materials within stipulated period due to Force Majeure or for the reasons beyond his control so as to necessitate an extension of the time allowed in this Bid, he shall apply in writing to the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok who shall grant it in writing if reasonable ground exists for it, and without such written authority of the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok and the Supplier shall not be exempted from the penalty levy-able under Clause-3. If during the agreed time, the supplier has made part supplies and remaining part of supply could not be made due to above reasons, the Supplier shall be entitled to such extension of times as may be determined by the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok for completion the remaining supply.
- 8.0 On the completion of the delivery of materials, the Supplier shall be given a certificate to that effect by Executive Engineer, Sikkim Investigation Division, CWC, Gangtok but the delivery shall not be considered complete until the Supplier shall have replaced / rectified faulty/ defective equipment/materials and shall have the approved instruments tested & installed and commissioned at the sites.
- 9.0 If at any time after the commencement of the supplies, the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok shall for any reason, whatsoever, not require the whole or part thereof in quantity as specified in the Bid documents to be supplied, the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok shall in addition to his power to cancel the contract in case of default on the part of the Supplier, have power to terminate all liability of Sikkim Investigation Division, CWC, Gangtok there under at any time after giving due notice in writing to the Supplier of his desire to do so in the event of such a notice being given.
- (a) The Executive Engineer, Sikkim Investigation Division, CWC, Gangtok shall be entitled to direct the Supplier to complete the supply of the material which are ready for delivery up to the date of expiry of the notice and thereafter to cease the supply of all the materials. The supplies received and accepted up to that date shall be paid for at the Bid rate, and;
  - (b) The Supplier shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full execution of the contract but which he did not obtain owing to its premature termination or for any loss which he might have sustained on this account.
10. **Conformity to Specifications:** The materials shall be of the best quality & description and strictly in accordance with the specification given in the Bid

documents and the Supplier shall receive payment for such materials only as are approved and passed by the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok.

11. **Rejection of Materials:** In the event of the material being considered by the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok to be inferior to that described in the bid documents, the Supplier shall on demand in writing, forth with remove the same at his own cost and in the event of his neglecting to do so within such period as may be mentioned by the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok, he may get such rejected material removed at the Supplier's risk and cost. The expenses incurred in doing so shall be deducted from any sums due or which may become due to the Supplier or by encasing the required portion of Performance Guarantee.
12. The Supplier hereby declares that the goods/stores/articles supplied or to be supplied to the Sikkim Investigation Division, CWC, Gangtok under this contract, shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars mentioned in Clause-10 hereof and the Supplier hereby guarantees that the said goods/stores/articles shall continue to conform to the description and quality aforesaid, for entire period of "Warranty" from the date of successful installation, testing & commissioning of the said goods/stores/article and acceptance thereof by the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok and that notwithstanding the fact that the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok may have inspected and or approved the said goods/stores/articles, be discovered not to conform to the description and quality aforesaid or to have deteriorated and the decision of the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok in that behalf shall be final and conclusive and binding on all the parties.

Executive Engineer, Sikkim Investigation Division, CWC, Gangtok shall be entitled to reject the said good/store/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/articles/stores shall be at the supplier's risk & cost and the provisions contained in the Clause-11 hereof shall mutatis mutants apply to the removal of the goods/stores/articles rejected under this clause. The Supplier shall if called upon to replace the said goods/stores/articles or such portion thereof as has been rejected by Executive Engineer, Sikkim Investigation Division, CWC, Gangtok or otherwise, the Supplier shall pay to the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok in that behalf under this contract or otherwise.
13. The Supplier shall supply at his own expense all tools, plant and implements required for the due fulfillment of his contract and the material shall remain at his risk till the date of final delivery, installation testing and commissioning unless it shall have been in the mean time removed for use by the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok.
14. No material shall be brought to site for delivery on Saturdays and Sundays and holidays without the written permission of the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok.
15. **Warranty:** All the materials supplied against this Bid shall be under '**On Site**

**Warranty'** for a minimum period of 24 months from the date of successful installation, testing and commissioning and acceptance thereof by the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok. 'On Site Warranty' shall be provided at the places of the installation of the Equipments.

16. **Penalty for Delay in Service during Warranty Period:** The supplier is required to provide the necessary on site service including parts replacement as well as replacement of complete equipment in case of any defect during Warranty Period. Onsite service shall normally be provided within a period of 15 days but not later than 30 days from the date of written complaint lodged by the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok or his authorized representative. In case, service is not provided within above period, a penalty @ 1% of the total amount of contract value for every week of delay or part thereof shall be deducted from his performance guarantee/payment due, if any.
17. **Arbitration:** In case, of any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof shall, on the initiative of either party, be referred for settlement to an arbitration tribunal consisting of one arbitrator to be nominated by the Executive Engineer, Sikkim Investigation Division,, CWC, Gangtok, one by the Supplier and the third by mutual agreement of the parties. If either of the parties fails to appoint its arbitrator within sixty days after receipt of notice for the appointment of an arbitrator, the arbitrator on behalf of the failing party shall be appointed by District Court at Gangtok upon request of the other party. If the third arbitrator is not appointed within sixty days of the appointment of the respective arbitrators, such arbitrator shall be appointed by the District Court at Gangtok upon the request of either party.

**The arbitration shall be conducted in accordance with the prevailing rule & regulations and law of India and shall be held at Gangtok, India.** The decision of the majority of the arbitrators shall be final and binding upon the parties. Performance under the Contract shall continue during the arbitration proceeding.

18. **Compensation for Breach of Terms & conditions:**

- 18.1 On the breach of any terms or conditions of this contract by the Supplier, the Executive Engineer, Sikkim Investigation Division,, CWC, Gangtok shall be entitled to forfeit the earnest money deposit and/or performance guarantee or the balance to thereof that may, at that time, be remaining to be released and retain the same as damages and compensation for the said breach but without prejudice to right of the Executive Engineer, Sikkim Investigation Division,, CWC, Gangtok to recover any further sums as damage from any sums due or which may become due to the Supplier by Sikkim Investigation Division, CWC, Gangtok or otherwise however.
- 18.2 All compensation or other sums of money Payable by the Supplier under the terms of this contract may be deducted from or paid by the sale of a sufficient part of the Bank Guarantee or from any sums which may become due to the Supplier by CWC, Gangtok on any account what-so-ever and in the event of his 'Performance Guarantee' deposit being reduced by reasons of any such deductions or sale as aforesaid, the Supplier shall within 10 days make good the same by another Bank Guarantee of equivalent amount of any scheduled bank of India endorsed in favor of the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok

19. Executive Engineer, Sikkim Investigation Division,, CWC, Gangtok shall have the right to cause an audit and technical examination of the works and the final bill of the Supplier including all supporting vouchers, abstract etc. to be made after payment of final bill and if as a result of such audit and technical examination, any sum is found to have been overpaid in respect of any work done by the Supplier under the contract or any work claimed by him to have been done by him under this contract and found not to have been executed, the Supplier shall be liable to refund the amount of the overpayment and it shall be lawful for the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok to recover the same from him in the manner described in clause 18.1 or in any other manner legally permissible and if as a result of audit and technical examination, it is found that Supplier was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Executive Engineer, Sikkim Investigation Division, Gangtok to the Supplier.

PROVIDED that Executive Engineer, Sikkim Investigation Division, CWC, Gangtok shall not be entitled to recover any sum overpaid, nor the Supplier shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Executive Engineer, Sikkim Investigation Division,, CWC, Gangtok on the one hand and the Supplier on the other hand under any term of the contract permitting payment for work after assessment by the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok.

20. **Time of Completion:** The time allowed for carrying out the Supply, Installation, Testing & Commissioning of “Acoustic Doppler Current Profiler with DGPS & its accessories shall be **150 days** from the date of the issue of ‘**Work order**’ to commence the work.

21. **Methodology for Evaluation of Bids:**

- 21.1 The evaluation of Technical Bids shall be first carried out. All technical details furnished by the bidders and technical & commercial deviations, if any, stipulated in the technical bids shall be examined and if found necessary, the clarifications and additional details may be sought from the bidders. The bidders shall note that their 'Financial Bid' shall not include any deviation and condition as all these shall be examined and sorted out at technical evaluation stage itself.
- 21.2 The bidders whose bids meet all the technical requirements and whose technical & commercial deviations, if any, are found to be acceptable after examination, shall be short listed and treated as technically qualified bidders.
- 21.3 Financial Bids of only technically qualified bidders shall be opened and considered.  
The 'Financial Bids' of technically disqualified bidders shall not be opened.

**The evaluation of Bids for Supply, Installation, Testing, Commissioning and Maintenance of “Acoustic Doppler Current Profiler with DGPS & its Accessories” and Comprehensive Annual Maintenance Charges for 5 years, which should not be less than 3% per year of the cost of equipment, including replacement of material & consumables and services beyond 2 years warranty period at Sikkim Investigation Division, Gangtok, shall be done combined and order shall be placed considering total bids as one bid.**



22. **Recommended Spares:** Recommended list of consumables and essential spares for running and maintenance of ADCP for a period of five years after prescribed 'On Site Warranty' period can be mentioned by the Bidders at any appropriate place (separately but not in the BOQ) but these shall not be considered in the financial evaluation of Bids for deciding the lowest Bidder.
23. **Comprehensive Annual Maintenance Charges:** The bidders shall quote their rates for Comprehensive Annual Maintenance Charges for the Equipment on yearly basis per site including man days, consumable and essential spares in the prescribed Schedule as per detailed terms and conditions specified in the Section-I of the Bid Documents. The rate of AMC, which should not be less than 3 % per year of the cost of equipment, for five years after onsite warranty, shall be considered combinedly for the financial evaluation of Bids for deciding the lowest Bidder. In case if the cost of AMC is quoted less than 3% per year of the cost of Instruments, the tender shall summarily be rejected.
24. **Technical and Commercial Deviations:** The bidders are not allowed to stipulate any technical or commercial deviations in their bids. The financial bid once submitted is final and it cannot be allowed to be modified subsequently.
25. The Executive Engineer Sikkim Investigation Division, CWC Gangtok reserves to himself the right of accepting the whole or any part of the Bid and the Bidder shall be bound to perform the same at the rates quoted.
26. **Rejection of Bids:** Bids, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected. Further, the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok does not bind himself to accept the lowest or any other Bid and reserves his right to reject any or all of the Bids received without assigning any reason.
27. Canvassing whether directly or indirectly, in connection with Bids is strictly prohibited and the Bids submitted by the Bidder who resort to canvassing shall be liable to rejection.
28. The Bidder shall not be permitted to Bid for supply, if any of near relative of the owner/Directors of the firm is posted in Sikkim Investigation Division, as Accounts Officer / Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). The owner/Director of the firm shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Teesta Basin Organization of CWC. Any breach of this condition by the Supplier would render him liable to be removed from the approved list of Suppliers of this Project.
29. **Validity Period of Bid:** The Bid for the works shall remain open for acceptance for a period of one hundred and twenty days (120) from the prescribed date of opening of Bids. If any Bidder withdraws his Bid before the said period or makes any modifications in the terms and conditions of the Bid, then the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok shall, without prejudice to any other right or remedy, be at liberty to forfeit the aforesaid earnest money.
30. **Signing of Contract Agreement:** This 'Notice Inviting Bid' shall form a part of the contract agreement. The successful Bidder, on acceptance of his Bid by the

Accepting Authority, i.e. issue of Letter of Intent & Work Order, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:-

- (a) The Notice Inviting Bid, all the documents including 'General Rules and Directions for the Guidance of Suppliers', 'Clauses of Contract', 'Additional Terms & Conditions', 'Scope of Work & Technical Specification', 'Drawings' and all bidding 'Schedules' forming the Bid as issued at the time of invitation of Bid and acceptance thereof together with any correspondence, minutes of meeting leading thereto.
- (b) Standard CPWD Form-9: Part-1: Bid and Contract for Supply of Materials (Schedule-T) and CPWD Form-9: Part-2: Schedule of Quantities & Rates (Schedule – F).

Sd/-  
**Executive Engineer,**  
**Sikkim Investigation Division,**  
**CWC, Gangtok**

## ADDITIONAL TERMS & CONDITIONS

In addition to '**Clauses of the Contract**', the following '**Additional Terms and Conditions**' shall also be part of the contract and shall be binding on both the parties of contract. Whenever any clause of '**Additional Terms and Conditions**' is contradictory to the '**Clauses of the Contract**', clauses of the '**Additional Terms and Conditions**' shall be taken as have been issued in supersession of the '**Clauses of the Contract**'.

- 1.0 The supply shall be executed as per the technical specifications & requirements given in the Bid documents.
- 2.0 Entire supply shall remain open for inspection to the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok or his authorized representative at all stages of execution till completion.
- 3.0 Training for equipment familiarization shall be provided by the prospective bidders. The details of such training/places etc. may be included in the offer.
- 4.0 On site Demonstration and Training to the staff (at least 5 persons) shall be to the satisfaction of the purchaser (Executive Engineer, Sikkim Investigation Division, CWC, Gangtok). Further, a comprehensive 2 days Training module for 5 personnel regarding downloading the raw data and interpretation of data downloaded shall be provided by the prospective bidders at Gangtok, the cost, if any, may be included in the financial bid.
- 5.0 Computer unit for downloading of the data wherever required may be considered separate one at each station.
- 6.0 Prices should include any other software/hardware required to run offered software to download data & study the data.
- 7.0 Literature on instruments offered shall be attached. The literature should contain the methodology/analogy on which system/equipment works. The formats of data presentation by the software may be mentioned.
- 8.0 The rate quoted for comprehensive annual maintenance contract for 5 years after the warranty period will be considered for bid evaluation. The payment towards the comprehensive annual maintenance contract will be made half yearly after on-site warranty period from the date of the installation of the equipment.
- 9.0 Warranty period (at least two years) of the equipment shall be clearly mentioned in the tender. During the warranty period bidder shall be responsible for any defects in the equipment and shall bear all the expenditure in respect of the rectification of such defects including replacement of faulty parts free of cost.
- 10.0 The consumable and essential spares in warranty/AMC period required to be procured with the equipment shall be listed out in the offer along with the prices at any appropriate place (separately but not in the BOQ). Prices of consumable and spare parts will not be considered for evaluation of bid. In warranty or AMC period, the consumables or spares are to be borne by the supplier without any extra cost to the purchaser. However, in case of any unforeseen events (beyond the control of the supplier to be decided by the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok), the purchaser shall consider

procurement of these consumable and essential spares, subject to the rate reasonability.

- 11.0 **Location:** The equipment is to be delivered at Sikkim Investigation Division, CWC, Gangtok. However, technical demonstration (at any site finalized by SID, CWC, Gangtok) by the bidders is compulsory to verify the technical competency of the goods before opening of their financial bids, as per terms and conditions of the bid document. The equipment is to be used for sites under Sikkim Investigation Division, CWC, Gangtok for verifying the discharge values taken manually at these sites.
- 12.0 Bids will be opened in the office of the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok. The bidder shall be responsible for safe transport of equipment to the installation site.
- 13.0 The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination i.e. installation site. The packing shall be sufficient to withstand without limitation, rough handling during the transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. The supplier will be required to mark the package in three sides with proper paint/indelible ink, the following:  
(i) Project (ii) Order No. (iii) Country of origin of goods (iv) Supplier's Name and (v) Packing list reference number.
- 14.0 Tenderer shall be responsible to store all the equipment & accessories etc. safely till it is installed and commissioned. Tenderer shall also be responsible for demonstration of the same at site.
- 15.0 The stations, where the proposed equipment are to be installed, are in the remote areas and do not have regular electric supply. The provision of batteries, chargers solar panels etc., if required, shall be included in the bid itself while quoting the rates for the equipment.
- 16.0 The consignee will as soon as possible, but not later than 30 days of the date of arrival of stores at destination notify the bidder of any loss or damage to the stores that may have occurred during transit.
- 17.0 The department reserves the right to split the work and award the same to more than one tenderer.
- 18.0 In case, the bidder offering to supply the goods under this contract which the Bidder did not manufacture or otherwise produce. The necessary authorization (documentary evidence) for the goods manufacturer or producer to supply the goods shall be established to the purchaser's satisfaction. The information in respect of the legal status, place of registration and the principal place of business or the company or the firm etc. should be submitted
- 19.0 Any taxes, duties, cost of exchanges on materials in respect of this contract shall be payable by the bidder.
- 20.0 It is the responsibility of the bidder to get himself familiar with the sites & the working conditions before bidding.
- 21.0 The cost of customs & Excise duty etc may be included appropriately, since the purchaser cannot provide any document whereby such duties can be exempted.

**Supplier**

**Executive Engineer  
Sikkim Investigation Division,  
CWC, Gangtok**

## **Section 2 - SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

### **1.0 General:**

1.1 All supply covered in this contract shall be made in accordance with the detailed specifications described herein after. In case, the specifications of the any item of supply are not given herein, the supply shall be made in all respects in accordance with relevant Bureau of Indian Standards (BIS) specifications, best engineering practices and the instructions of the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok given from time to time. In case BIS Specifications for any item of equipment or accessories are not available, these shall be as per mutually agreed International Specifications.

1.2 **Site Conditions:** The Supplier shall satisfy himself as to the nature & location of the proposed ADCP as well as terrain and local conditions and particularly those having bearing on performance of ADCP Equipment proposed to be supplied under this bid enquiry, handling & storage of equipment and materials, availability of labour and working space, weather conditions or similar other physical conditions at the site having bearing on performance/ characteristics of equipment, and facilities needed particularly for installation of equipment and for providing '**On Site Warranty**' and '**Annual Maintenance Contract**'.

Any default or failure on the part of Supplier to acquaint him with all the information concerning these conditions shall not relieve him from the responsibility for the execution of the contract unless the contract expressly provides that responsibility thereof is assumed by the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok.

1.3 The information and data stated herein and incorporated in the bid documents elsewhere is for information only and the Executive Engineer, Sikkim Investigation Division, CWC, Gangtok does not guarantee that the available data/records represent completely and accurately the existing conditions and does not guarantee any interpretation of these data or the correctness of any information. The Supplier shall assume full responsibility for any deductions, interpretations and conclusions drawn there from by him.

### **2.0 Scope of Work:**

The Acoustic Doppler Current Profiler (ADCP) is to be used for automated discharge measurements from a bridge/cableway or a small boat/catamaran. The ADCP has to be mounted on a Trimaran and can be securely operated from a bridge, trolley of the cableway or towed with the help of a boat for recording the observation. Typical applications are verification of velocity-area data, discharge measurements on rivers. The ADCP will be deployed in a roving mode, being transported from one site of interest to the other. Trimaran will be part of delivery: however, cable/ropes/cable way or the boat is not to be included in the delivery. The discharge measuring system should be deployed at the nominated site throughout the year.

## 2.1 **Conditions and requirements:**

- The ADCP shall be of such a design that it operates reliably and accurately under the prevailing environmental and hydraulic conditions.
- The ADCP shall be easy to operate and maintain.
- All materials on the ADCP exterior shall be non-corrosive.
- The ADCP shall be small, light and easy to transport
- The sensor-head shall be sturdy and impact resistant.
- The ADCP shall be installed in such a way that no air will be sucked underneath the transducers of the profiler.
- The ADCP shall be easy to install and deploy on a small trimaran/float, which can be securely towed with the help of a boat without compromising on the safety of boat and trimaran/float. For this purpose, matching rigging material should be part of the delivery. It can also be towed from bridge for which necessary accessories has to be provided by contractor.
- If mounted on a boat, the X-direction of the ADCP shall be in parallel with the longitudinal axis of the boat.
- The ADCP shall have small dead zones at the surface and the bottom as it will be used in very shallow and deeper water.
- A portable PC (Laptop), meeting the requirements of the current profiler is to control the ADCP to monitor the data acquisition process, to store the collected data and to visualize collected data files. Laptop shall also be part of the delivery and accordingly price shall be quoted.
- The ADCP shall support accurate Bottom Tracking.
- The ADCP shall support Bluetooth connectivity.
- The ADCP shall support use of DGPS, to be used during moving bed conditions.
- The ADCP shall have an acoustic frequency and operating modes suitable for robust bottom tracking in the presence of suspended material near river bed and for deeper profiling in high sediment concentrations as well as a fast sampling mode.
- All relevant data from ADCP, compass, echo-sounder and other devices shall be stored on laptop PC for validation and post processing.
- The Tenderer shall provide adequate training to officials at all the locations on site.
- The current profiler shall be supplied with the required accessories, software and operator's manual.
- A DGPS system shall be part of the delivery and included in the bid price. It should be integrated into the Trimaran/ADCP. The DGPS shall meet the following requirements and should be independent and should not require radio link.
  - (i) fully compatible with the ADCP system, hardware and software and should preferably an integrated solution.
  - (ii) DGPS should be based on satellite based augmentation system (SBAS)
  - (iii) same or stand-alone power supply

- (iv) position accuracy of the DGPS shall be  $\leq 1$  m
- (v) update rate of  $\leq 10$  hertz
- (vi) position conversion to the co-ordinate system used for the streams
- (vii) proper and accurate referencing to boat in order to allow accurate conversion of Doppler velocity into actual water velocity (including direction)

### 3.0 Technical Specifications:

<b>I</b>	<b>Technology</b>		
1	ADCP system for current & discharge measurements with wireless capability	Currents & Discharge measurement from a moving platform with automatic adaptive sampling based on flow conditions, requiring no manual intervention. Customizable: A manual override, to allow the user to fully customize the system Featuring a flat transducer face for reduced size, weight and flow disturbance Operating modes, broadband, pulse coherent and automatic Bluetooth wireless communication for a cable-free operation The system should be operable from a sailing Boat/bridge or cable way.	
<b>II</b>	<b>ADCP</b>		
1	Frequency requirement	Operating on a frequency of 500-1200 kHz, to perform measurements in a wide range of river conditions from shallow 0.4m deep streams to rushing rivers and tidal estuaries, without compromising on the resolution.	
2	Water profiling range	0.4 m to 40 m	
3	Velocity accuracy	+/- 0.25% of the water velocity relative to ADCP $\pm 2$ mm/s	
4	Deployment	fitted on a Trimaran float option for over-the-side mount	
5	Velocity range	Measure water velocities of up to 5m/s	
6	Data output Rate	Data output rate of up to 2 Hz	
7	Number of depth cells	Up to 128 cells	
8	Depth Cell size	10 cms minimum, automatically controlled by ADCP	
	Bottom tracking operation mode	Broadband or Pulse Incoherent	
	Velocity range	Up to 9m/s	
	Depth range	0.4m to 80 m	
	Accuracy	$\pm 0.25\%$ of bottom velocity relative to ADCP, $\pm 2$ mm/s	
<b>III</b>	<b>Transducer</b>		
1	Type	Multi Transducer configuration or Phased array transducer for reduced size, weight and flow disturbance	
2	Vertical beam	Phased array (flat surface) or Multi Transducer	

		configuration Janus four beams at 20° to 30° beam angle Dedicated vertical beam for depth measurement up to 80m
3	Float	Floating Platform-Trimaran Polyethylene type (3-hull) float or equivalent Highly resistant to Flipping / Submersion and Suitable for discharge measurements in water velocities up to 5 m/s and to maintain the ADCP transducer at a constant depth in the water with minimal water flow disturbance.

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		To house battery and GPS	
		Bare Weight of float ~10Kgs	
4	Internal memory	16 MB internal memory	
5	Communications	RS-232, Bluetooth or Radio Communication	
<b>IV</b>	<b>Standard sensors</b>		
1	Temperature	Range from -5° to 45°C, Accuracy $\pm 0.5^\circ\text{C}$ , Resolution $0.01^\circ$	
2	Tilt	Range $\pm 90^\circ$ , Accuracy $\pm 0.3^\circ$ , Resolution $0.02^\circ$	
3	Compass (fluxgate type)	Range 0-360° Accuracy $\pm 2^\circ$ , Resolution $0.01^\circ$	
<b>V</b>	<b>Power</b>		
1	DC Point	12V DC to 18V DC, power not exceeding 1.5W	
	Communications Software	RS-232, 1200 to 115,200 baud. Bluetooth, 115,200 baud, 200m range.	
<b>VI</b>	<b>DGPS</b>		
1	DGPS	Smart Antena DGPS in single housing	
2	GPS Integration	GPS interface with ADCP software, for positioning and moving bed applications	

**4.0 Hardware and software:** Laptop PC suitable for communicating with the ADCP and other devices for running the associated ADCP software in the field, and for communicating with office based PCs for subsequent data transfer through Real Time interfacing (RS232, RS432, and RS485).

**a. Laptop** should be make of standard brand and should have the following minimum specification:

- Intel Core i7 Processor (2.8 GHz, 6 MB L2 cache, 1066 MHz FSB)
- 15.6 or 14/14.1 inch TFT Screen; 4 USB Ports
- 8 GB DDR3 RAM upgradeable to 16 GB or More
- HDD 320 GB 5400 rpm
- DVD Writer: Integrated 8X DVD Writer and Integrated Stereo
- Speaker, Key Board with Touch Pad.
- Windows 10 Operating System Preloaded and MS Office 2010



licensed copy software and Good quality Carry Bag will be part of delivery.

- With Blue Tooth Connectivity

1. **Set-up:** Preparation of the instrument for data collection, setting of depth-cell size, number of depth cells and ping rate, averaging, storage interval. In case the instrument features in-built compass then software assisted compass calibration shall be supported. Set-up of bottom tracking
2. **Data collection:** The PC software shall control the data collection process, record the data in a file system on disk and report aberrations.
3. **Monitoring:** The collected data shall be graphically visualized.
4. **Processing:**
  - Calculation of bin-wise discharge and total discharge
  - User input/selection of extrapolation methods to bottom, surface and stream banks
  - Display of input data and processing results in graphical and numerical format
  - Having the capability of internal memory storage
5. **Data export:** Data export to spread sheet and ASCII formats shall be supported.
6. **Accessories:**
  - Tools
  - Spare parts
  - Mounting brackets
  - Shipping case

#### 4.0 (a) TRAININGS :

- i. Training for equipment familiarization shall be provided by the prospective bidders. The details of such training/places etc. may be included in the offer.
- ii. On site Demonstration and Training to the staff shall be to the satisfaction of the purchaser (Executive Engineer, Sikkim Investigation Division, CWC, Gangtok). Demonstration/training charges, if any deemed to have been covered in the Installation charges. No separate charges shall be paid on this count at the time of installation.
- iii. Further, a comprehensive 2 days Training module for personnel of CWC on 5 occasions during currency of warranty/AMC regarding working condition of ADCP with DGPS, use of software post observation of Discharge and interpretation of data, utilities of software, etc shall be provided by the prospective bidders at the place as decided by the purchaser. This training will be imparted by OEM certified faculty. The cost of these trainings, if any, may be included in the financial bid.
- iv. The detailed training-schedule for all of the mentioned trainings will be decided by CWC in mutual consultation with the bidder to derive maximum benefit as per CWC requirement and objectives.

## **5.0 Scope of Work during AMC:**

The scope of work is as follows- M/s .....  
.....(Supplier) agrees to provide the following services under the contract to keep all the four ADCP"s in good working order:

- (a) The services to be provided by the Supplier under this contract shall include maintenance, in accordance with the terms and conditions laid down in the contract, of the ADCP system including all accessories and attachments of the equipment / systems installed for getting the data at the sites and maintenance and up-gradation of all software installed in the ADCP, including/ providing of all required consumables, additional spare parts, repair of the defective equipment or the units/ parts thereof.
- (b) Purchaser or any authorized CWC officials working Under Sikkim Investigation Division, CWC, Gangtok shall notify Supplier of any errors and malfunctions, which occur and noticed when equipment are in use, by fax/telephone/e-mail/special messenger directly or through his Service Engineer(s) at his office address during normal working hours or at their residence after normal office hours and/or on holidays.
- (c) Supplier shall provide maintenance services to the Customer at the sites where these ADCP"s are installed and attend the defect(s) reported by the Customer, within a period of 4 (Four) days on receipt of the written complaint or by fax and e –mail.
- (d) The Supplier shall, at his own cost, carry out repair of the defective equipment or parts thereof, to the satisfaction of the Customer and return the equipment after satisfactory repair within 15 (Fifteen) days from the date of written complaint/ request made. All charges towards collection, transportation of defective equipment, return of equipment after repair including cost of repair defective equipment or parts thereof, shall be borne by the Supplier and no charges on this account shall be paid by the Customer. The Supplier shall keep sufficient spares on stock to keep the ADCP in running condition during the repair of defective equipment.
- (e) Operating System (OS) Support: This contract is inclusive of OS support on all the ADCP systems covered under this contract. Any problem related with OS maintenance, reloading of OS with all device drivers, system configuration and network configuration will be attended and rectified by the Supplier. All required device drivers will be provided by the supplier including OS up-gradation.
- (f) Anti-Virus Software (AVS) Support: The contract includes the regular up gradation of all AVS during the CAMC on all the systems. Any problem related with AVS support will be attended and rectified by the Supplier. All required AVS support will be provided by the supplier.

## **6.0 Penalty Clauses during AMC:**

- 6.1 Upon receipt of notification of defect in the system from Purchaser or any authorized CWC officials working under Sikkim Investigation Division,

CWC, Gangtok, if Supplier fails to take immediate corrective measures to rectify the defect, within the stipulated maximum response time stated above, the supplier is liable to pay penalty for unsatisfactory performance of maintenance services, in accordance with the criteria laid down below:

- 6.2 An ADCP continues to remain unattended by the Supplier for more than a day in excess of the time schedule of 4 days reckoned from the time of the fault detection and subsequent reporting by any means. An ADCP shall be treated as faulty if the supplier fails to respond within 5<sup>th</sup> day. Supplier is liable to pay penalty as below:

Penalty per ADCP per day = INR 1,000/- (Rupees One Thousand) only

- 6.3 If the Supplier fails to return the ADCP's after satisfactory repairs within 15 days from date of complaint made, this will be considered as a failure of an ADCP. The supplier is liable to pay penalty as below:

Penalty per ADCP per day = INR 1,000/- (INR one Thousand) only

The maximum limit of the total penalty in a year on account of Clause 6.2 & 6.3 above shall be limited to the value of maintenance contract for corresponding year or 5 % of the total value of the contract whichever is higher.

- 6.4 The authority to decide the penalty shall be EE, Sikkim Investigation Division, Central Water Commission, Gangtok.

## **7.0 Terms of Payment:**

- a) Supplier should maintain the system for a period of Five years i.e. from dd/mm/yyyy to dd/mm/yyyy beyond 2 years warranty period in accordance with the provisions laid out in the agreement.
- b) Any taxes and/or other Governmental levies as applicable or becoming applicable later due to or under any law shall be deducted from the above said amount. However the service tax as per actual will be paid by the supplier and same will be paid to the supplier by Customer on production/ submission of original copy of the receipt to the Co-supplier.
- c) The maintenance and repair cost shall be paid on half yearly basis on satisfactory performance of maintenance services for each completed half year period.
- d) The payment shall be made through e-payment mode, only in Indian Rupees.
- e) The Supplier shall provide a Performance Guarantee in favor of Executive Engineer, Sikkim Investigation Division, Central Water Commission, Gangtok for an amount of 5 % of the total value of the contract in the form of "Unconditional" & Irrevocable Bank Guarantee (on the Prescribed Form, which shall be made available along with Letter of Intent)" of any scheduled bank of India / Fixed Deposit Receipt of any Scheduled Bank, which shall be made available within 15 days from the issue of "Letter of Intent" to the successful bidder to commence the work.

- f) The Performance Guarantee submitted by the supplier shall be valid upto six months beyond the completion of maintenance contract as mentioned above.

## **8.0 Other Terms and Conditions:**

### **a) Period of Agreement**

This maintenance contract agreement is initially for a period of 5 (Five) years i.e. from dd/mm/yyyy to dd/mm/yyyy beyond 2 years warranty period.

### **b) Renewal of Agreement**

This agreement could, thereafter, be renewed for successive periods as mutually decided from time to time.

### **c) Access to Purchaser's site/supplier's office & Records relates to past experience of such equipment in India.**

The purchaser shall provide free access to the sites where the defect has occurred. (e.g. Remote Station equipment may be under lock & key for which the customer shall make sure that free access to such sites are made available for necessary actions at supplier's end). The customer will also arrange for the security clearance, wherever required in advance to ensure that supplier's engineers get the access to site immediately.

### **(d) Spares/Equipment**

The Purchaser has no spares/equipment for maintenance and Purchaser is not responsible for any import/ purchase of any of such components as required during the maintenance, the same shall also be the sole responsibility of the Supplier. If the Supplier fails to repair the equipment due to non-availability of the spares/ technological changes the same may be replaced by the Supplier with equivalent equipment/ spare of same specification and reputed make with prior permission of the Engineer-in-charge and the costs in this process shall be borne by the Supplier. Non-returning of the defective spares/ equipment after due repair within stipulated time as specified above shall attract the penalty as per Clause-6 of this Contract.

### **(e) Consumables**

Supplier shall be responsible for providing & replacement of all consumable items like batteries of Laptop and ADCP Power Unit, cables, tubes, silica gel, connectors and other similar items.

### **(f) Force Majures**

Failures arising of any circumstance not normal such as damages caused due to fire, theft, riots, accidents, floods or any other natural calamities and other exceptional circumstances shall be outside the previews of this agreement. However decision of the Engineer-in-charge about such failures shall be final.

### **(g) Periodical routine services**

Periodical routine services at least half yearly shall be provided by the supplier in addition to one time performance check of all the ADCP at the time of ensuing CAMC agreement. If the unit performance is not satisfactory, supplier will arrange for repair / replacement of ADCP as

required with full satisfaction of Engineer-in-charge.

**(h) Jurisdiction**

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 here to or their enforcement there under, shall be referred as per the provisions of the Indian Arbitration Act and only the courts in Gangtok shall have jurisdiction in all matters arising out of or connected with this agreement.

**(g) The personnel of Supplier will comply with all the security regulations in CWC premises.**

**(h) All the maintenance calls will be informed to the Supplier. Service report will be given after attending/ completing the each call.**

**(i) Notices**

Any notice given by one party to other pursuant to this Contract shall be sent to the other party in writing by registered post or fax confirmed in writing to the other party's address specified in this contract.

**(j) Termination for Insolvency**

The Purchaser at any time terminates the Contract by giving written notice to the Supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Customer.

**(k) Termination for Convenience**

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or part, at any time for its convenience. The notice of termination shall specify that termination is for the Customer's convenience, the extent to which performance of the supplier under the Contract is terminated, and the date upon which such termination becomes effective.

**(l) Termination for Default**

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to Supplier, may terminate this contract in whole or in part.

i) If the Supplier fails to perform any obligation(s) under this contract.

ii) If the Supplier, in the judgment of the Customer has engaged in corrupt or fraudulent practices in completing for or in executing the contract.

For the purpose of this Clause:

**“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in contract execution.

**“Fraudulent practice”** means a misrepresentation of facts in order to influence the execution of contract to the detrimental of the Department.

**(n) If the Supplier has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-charge (which shall be final and binding) he will be unable to complete the work, the Customer may rescind or terminate the contract in whole or part thereof. The Customer**

shall be free to secure the completion of work by other Supplier. The Customer may without prejudice to his any other rights or remedy against the supplier may recover the cost of expenditure incurred by him in addition to the penalty as referred in this document.

- (o) The Supplier shall be responsible to make good all the damages caused to the existing equipment due to negligence.
- (p) In case of termination of contract due to insolvency and for default, the pending works shall be got done by the customer at the cost of the Supplier.
- (q) **Subcontracts**  
The Supplier shall notify the Customer in writing of all subcontracts awarded under this contract and this shall not relieve any liability or obligation under the contract to the Supplier.
- (r) **Assignment**  
The Supplier shall not assign, in whole or any part, its obligations to perform under this contract, to other supplier without prior written permission of the Department.
- (s) **Supplier's Obligations**  
The Supplier is obliged to work closely with the Department's staff, act within its own authority and abide by directives issued by the Department and implementation activities.  
The Supplier will abide by the job safety measures prevalent in India and will free the Department from all the demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Department responsible or obligated.  
The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.  
The Supplier will treat as confidential all data and information about the Department, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Department.  
The Governing language shall be English.

## **9.0 Details required to be submitted with Technical Bid:**

In addition to furnishing the technical details as required in bidding schedules, the bidder shall furnish following additional details with his technical offer:

- 8.1 The successful Bidder shall arrange installation, testing and commissioning of all the equipment after supply and also provide on site training on usage of the equipment as well as to handle minor problems to Sikkim Investigation Division, CWC, Gangtok's personnel.
- 8.2 The technical offer shall accompany detailed technical literature and leaflets of the equipment & accessories being offered against this bid enquiry by the bidder. The literature shall contain the detailed specifications of equipment and accessories as well as methodology/

analogy on which system/ equipment works. The formats of data presentation by the software shall also be included.

- 8.3 The documents of valid registration, contracts, authorization letter from original manufacturer, dealership certificate for arranging supply of stores/instruments etc. should be supplied by the bidder.
- 8.4 The Bidder shall provide, along with Technical bid, **a certificate** from the manufacturer of the equipment that manufacturer will be able to supply all the necessary spares for at least for **8 years** after installation, testing and commissioning of all the equipment and bidder shall also provide at least one on-site refresher training in addition to onsite training on usage of the equipment as well as to handle minor problems as and when required by the Executive Engineer, Sikkim Investigation Division, Gangtok during execution of contract.
- 8.5 The Bidder shall provide a letter of undertaking from each of the Original Equipment manufacturer (OEM) for the equipment supplier that in case the bidder authorized by them defaults in execution of this tender, the OEM(s) will take all steps for successful execution of the tender without any additional cost to the Govt.
- 8.6 All Technical, Operation and Maintenance Manuals shall be supplied in duplicate with the equipment.
- 8.7 Calibration, Tool Kit and carrying case shall be supplied with the equipment. The recommended list of spares for running and maintenance for one year after 'On Site Warranty' period shall be given in the prescribed schedule.
- 8.8 Delivery period after placement of the order shall be indicated.

#### **10.0 Rates, Prices & Payments:**

- 10.1 The rates to be quoted shall reflect the element of basic price as well as taxes and duties, if any. The taxes & duties payable as well as the freight, Insurance during transit, packing & forwarding charges etc. shall be shown separately. All the rates shall be quoted in Indian Rupees.
- 10.2 Prices shall be F.O.R. to Installation sites with shipment by required mode of transportation inclusive of freight, insurance packaging and forwarding charges.
- 10.3 The rates quoted shall be written both in figures in words. If there is any discrepancy in the rates quoted in figures and words, the rates quoted in words would be considered.
- 10.4 All equipment shall be delivered to the Sikkim Investigation Division, CWC, Gangtok.
- 10.5 The Agent's Commission is not payable.
- 10.6 The rates and prices quoted shall be inclusive of all other incidental charges, if any. No payment will be made for goods rejected at site on testing.

- 10.7 The rates quoted by the bidder shall remain firm during the execution of entire work of supply, installation, testing and commissioning and shall deem to have incorporated fluctuations in the cost of labour, equipment, materials etc required for the aforesaid work.
- 10.8 The prices to be quoted by the Bidders shall be for the same unit as indicated in the 'Schedules'.
- 10.9 Income tax & Service tax shall be deducted at source from the bills of the Supplier as per the prevailing rates.
- 10.10 **Payment:** Payment shall be made in Indian Rupees only through e-payment mode as per following schedule:
- (i) On submission of original invoices, commercial certificate, declaration by seller etc. for successful delivery of equipment & accessories at installation sites @ 30 % of the total amount of the equipment.
  - (ii) After successful installation, testing & commissioning of the equipment and accessories and onsite training to Sikkim Investigation Division, CWC, Gangtok's personnel @ 60 % of the total amount of the equipment.
  - (iii) Balance payment @ 10% of the total amount of the equipment value will be made after successful completion of "On Site Warranty period" of the equipment.
  - (iv) The charges for post warranty AMC, which should not be less than 3% per year of the cost of equipment, shall be payable on half yearly basis after the end of each completed half year on satisfactory performance of AMC by the supplier for each completed half year period beyond 2 years warranty period
  - (v) The Payment towards trainings will be made after satisfactory conduct of each training and submission of the bill at agreed rates.
- 10.11 **Release of Performance Guarantee:** The **Performance Guarantee** shall be released six months after the expiry of prescribed **On Site Warranty Period** and **AMC Period** as stipulated in bid documents read in conjunction with 7.0 (e) & (f) above.
- 10.12 The recommended spares for running & maintenance of equipment for a period of three years after 'On Site Warranty Period' shall be quoted in appropriate schedules of bidding documents.
- 10.13 The consignee shall as soon as possible, but not later than 30 days of the date of arrival of stores at destination, notify the bidder of any loss or damage to the stores that may have occurred during transit.
- 10.14 Quoted Prices shall include any other software/hardware required to run offered software to down load data from data logger and analysis the data.



#### **11.0. ENTIRE AGREEMENT & SERVICEABILITY:**

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof taking precedence over and in continuation of any prior or contemporaneous written agreements of understanding. Unless otherwise provided herein, this agreement shall not be modified, amended, rescinded, or waived, in whole or part, except by a written instrument signed by the authorized representatives of both parties.

In witness whereof, the parties have executed this agreement as of the date indicated below:

#### **For Supplier**

(M/s ..... ..)

Signed: \_\_\_\_\_

Name:

Title:

Station:

Date:

In the presence of:

#### **For Purchaser**

**(Central Water  
Commission)**

Signed \_\_\_\_\_

Name:

Title:

Station:

Date:

In the presence of:

### Schedule–T (ADCP)

#### Technical Specifications for 1 No. of Acoustic Doppler Current Profiler being offered (To be submitted along with Technical Bid)

<b>I</b>	<b>Technology</b>		
1	ADCP system for current & discharge measurements with wireless capability	<p>Currents &amp; Discharge measurement from a moving platform with automatic adaptive sampling based on flow conditions, requiring no manual intervention.</p> <p>Customizable: A manual override, to allow the user to fully customize the system</p> <p>Featuring a flat transducer face for reduced size, weight and flow disturbance</p> <p>Operating modes, broadband, pulse coherent and automatic Bluetooth wireless communication for a cable-free operation</p> <p>The system should be operable from a sailing boat/bridge or cable way.</p>	
<b>II</b>	<b>ADCP</b>		
1	Frequency requirement	Operating on a frequency of 500-1200 kHz, to perform measurements in a wide range of river conditions from shallow 0.4m deep streams to rushing rivers and tidal estuaries, without compromising on the resolution.	
2	Water profiling range	0.4m to 40 m	
3	Velocity accuracy	+/- 0.25% of the water velocity relative to ADCP ±2mm/s	
4	Deployment	fitted on a Trimaran float option for over-the-side mount	
5	Velocity range	Measure water velocities of up to 5m/s	
6	Data output Rate	Data output rate of up to 2 Hz	
7	Number of depth cells	Up to 128 cells	
8	Depth Cell size	10 cms minimum, automatically controlled by ADCP	
	Bottom tracking operation mode	Broadband or Pulse Incoherent	
	Velocity range	Up to 9m/s	
	Depth range	0.4m to 80 m	
	Accuracy	±0.25% of bottom velocity relative to ADCP, ±2mm/s	
<b>III</b>	<b>Transducer</b>		
1	Type	Phased array transducer or Multi Transducer configuration for reduced size, weight and flow disturbance	
2	Vertical beam	Phased array (flat surface) or Multi Transducer configuration Janus four beams at 20° or 30° beam angle	

		Dedicated vertical beam for depth measurement up to 80m	
3	Float	Floating Platform-Trimaran Polyethylene type (3-hull) float or equivalent highly resistant to flipping / Submersion and suitable for discharge measurements in water velocities up to 5m/s and to maintain the ADCP transducer at a constant depth in the water with minimal water flow disturbance. To house battery and optional GPS Bare Weight of float ~10Kgs	
4	Internal memory	16 MB internal memory	
5	Communications	RS-232 Bluetooth or Radio Communication	
<b>IV</b>	<b>Standard sensors</b>		
1	Temperature	Range from -5° to 45°C, Accuracy $\pm 0.5^\circ\text{C}$ , Resolution 0.01°	
2	Tilt	Range $\pm 90^\circ$ , Accuracy $\pm 0.3^\circ$ , Resolution 0.02°	
3	Compass (fluxgate type)	Range 0-360° Accuracy $\pm 2^\circ$ , Resolution 0.01°	
<b>V</b>	<b>Power</b>		
1	DC Point	12V DC to 18V DC, power not exceeding 1.5W	
2	Communications Software	RS-232, 1200 to 115,200 baud. Bluetooth, 115,200 baud, 200m range.	
<b>VI</b>	<b>DGPS</b>		
1	DGPS	Smart Antena DGPS in single housing	
2	GPS Integration	GPS interface with ADCP s/w, for positioning and moving bed applications	
<b>VII. Hardware and Software</b>			
A.	Laptop	<p>Laptop PC suitable for communicating with the ADCP and other devices for running the associated ADCP software in the field, and for communicating with office based PCs for subsequent data transfer through Real Time interfacing (RS232, RS432, RS485). should be make of standard brand and should have the following minimum specification:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Intel Core i7 Processor (2.8 GHz, 6 MB L2 cache, 1066 MHz FSB)</li> <li><input type="checkbox"/> 15.6 or 14/14.1 inch TFT Screen; 4 USB Ports</li> <li><input type="checkbox"/> 8 GB DDR3 RAM upgradeable to 8 GB or More</li> <li><input type="checkbox"/> HDD 320 GB 5400 rpm</li> <li><input type="checkbox"/> DVD Writer: Integrated 8X DVD Writer and Integrated Stereo</li> <li><input type="checkbox"/> Speaker, Key Board with Touch Pad.</li> <li><input type="checkbox"/> Windows 10 Operating System Preloaded and MS Office 2010 licensed copy software and Good quality Carry Bag will be part of delivery.</li> <li><input type="checkbox"/> With Blue Tooth Connectivity</li> </ul>	

<b>B. Set-up:</b>		
	Preparation of the instrument for data collection, setting of depth-cell size, number of depth cells and ping rate, averaging, storage interval. In case the instrument features in-built compass then software assisted compass calibration shall be supported. Set- up of bottom tracking	
<b>C.</b>	<b>Data collection:</b> The PC software shall control the data collection process, record the data in a file system on disk and report aberrations.	
<b>D.</b> <b>E.</b>	<b>Monitoring:</b> The collected data shall be graphically visualized <b>Processing:</b> <ul style="list-style-type: none"> <li>• Calculation of bin-wise discharge and total discharge</li> <li>• User input/selection of extrapolation methods to bottom, surface and stream banks</li> <li>• Display of input data and processing results in graphical and numerical format</li> <li>• Having the capability of internal memory storage</li> </ul>	
<b>F.</b>	<b>Data export:</b> Data export to spread sheet and ASCII formats shall be supported.	
<b>G.</b>	<b>Accessories:</b> <ul style="list-style-type: none"> <li>• Tools</li> <li>• Spare parts</li> <li>• Mounting brackets</li> <li>• Shipping case</li> </ul>	

**Date:**

**(Signature of Bidder along with Seal of the Company)**

**Place:**

# Section 3 – Bidding Forms

## Table of Forms

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# Letter of Bid –Technical Part

**INSTRUCTIONS TO BIDDERS: PLEASE DELETE THIS BOX ONCE THE DOCUMENT HAS BEEN COMPLETED.**

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for Bidder's guidance in preparing these forms and shall be deleted from the final products.***

Our Reference: No..... Dated.....

To:

***The Executive Engineer  
Sikkim Investigation Division  
Central water Commission  
Tadong, Gangtok (Sikkim).***

Subject: Supply, Installation, Testing, Commissioning and Maintenance of “Acoustic Doppler Current Profiler with DGPS & its Accessories” for Sikkim Investigation Division, Gangtok and CAMC for 5 years beyond warranty period of two years

Ref : NIT No. **SID/GANGTOK/04**

Sir,

1. We, the undersigned, hereby submit our Bid, in two parts, namely:
  - (a) Technical Part; and
  - (b) Financial Part
2. In submitting our Bid, we make the following declarations:
  - (a) **No reservations:** We have examined and have no reservations to the Bidding Documents;
  - (b) **Conformity:** We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services
  - (c) **Bid Validity Period:** Our bid shall be valid for the period of **120 days**, from the deadline fixed for the bid submission, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
  - (d) **Performance Security:** If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 33 and GCC Clause 11 for the due performance of the Contract.
  - (e) **Eligibility:** We meet the eligibility requirements and have no conflict of interest;
  - (f) **One Bid Per Bidder:** We are not participating in more than one bid in this bidding process;

- (g) **Government owned entity:** We are not a government owned entity/ We are a government owned entity but meet the requirements specified in the World Bank's Guidelines referred to in ITB 3.1
- (h) **Ineligibility:** Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract - has not been declared under Indian laws or official regulations;
- (i) **Binding Contract:** We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (j) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (k) **Suspension and Debarment:** We have not been debarred from participation in bidding/removed from approved list (dealings suspended) by the Central or any State Government.
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of Collusion, Fraud and Corruption.
- (m) **Prevention of Corruption Act:** We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Yours faithfully,

Authorized Signature

Name & Title of Signatory \_\_\_\_\_

In the capacity of *[insert legal capacity of person signing the Letter of Bid]*

Name of Bidder \_\_\_\_\_

Address \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**SCHEDULE OF QUANTITIES AND RATES/FINANCIAL QUOTE**  
**(Comparison of bids will be for item No.1 to 4 Only)**

S.No	Description of Item	Quantity	Unit	Rate	Amount	GST	Total
1.	Supply, Installation, Testing, Commissioning and Maintenance of Acoustic Doppler Current Profiler & its Accessories with DGPS for Sikkim Investigation Division, Gangtok	1	Nos				
2.	Installation Charges	1	Job				
3.	Trainings	5	Nos				
4.	Comprehensive Ist Annual Maintenance Charges for 5 Years including replacement of material & Consumables and services beyond 2 years onsite warranty period.	5	Year				
5.	Comprehensive IInd Annual Maintenance Charges for 3 Years including replacement of material & Consumables and services beyond Ist 5 years AMC period.	3	Year				



## Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid in accordance with ITB Section.]*

Date: *[insert date (as day, month and year) of Bid Submission]*  
NIT No.: **SID/GANGTOK/04**

To:

***The Executive Engineer  
Sikkim Investigation Division  
Central water Commission  
Tadong, Gangtok (Sikkim).***

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 15 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

# PROFORMA FOR PERFORMANCE STATEMENT

[Reference: ITB 11.2]

## Proforma for Performance Statement (for a period of last 3 years)

NIT No. **SID/GANGTOK/04**

Date of opening. **12.10.2019**

Time **13:00 Hours**

Name of the Bidder \_\_\_\_\_

Order placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee)
				As per contract	Actual		
1	2	3	4	5	6	7	8

**Signature and seal of the Bidder**

## FORM OF AFFIDAVIT FOR CORRECTNESS OF INFORMATION AND DOCUMENTS SUBMITTED WITH BID

*[Reference ITB 5]*

*[This affidavit should be on a non-judicial stamp paper of Rs.10/- and shall be attested by Magistrate/ Sub-Judge/ Notary Public]*

I, ..... (name of the authorized representative  
of the Bidder) solemnly affirm and state as under:

- a. I hereby certify that all the information and documents furnished with the Bid submitted online in response to NIT No. **SID/GANGTOK/04** date 12.10.2019 issued by The Executive Engineer, Sikkim Investigation Division, Central Water Commission, Tadong, Gangtok **for Supply, Installation, Testing, Commissioning and Maintenance of Acoustic Doppler Current Profiler & its Accessories with DGPS for Sikkim Investigation Division, Gangtok and Comprehensive Ist Annual Maintenance Charges for 5 Years including replacement of material & Consumables and services beyond 2 years onsite warranty period** are true and correct.
- b. \*I hereby certify that I have been authorized by .....  
..... (The Bidder) to sign on  
their behalf, the Bid mentioned in paragraph 1 above.

Deponent

Place: .....

Date: .....

- \* *This sub-paragraph is not applicable if the Bidder is an individual and is signing the Bid on his own behalf.*

## **Section 4 – Contract Forms**

### **Table of Forms**

<b>Sl. No.</b>	<b>Title</b>	<b>Page No.</b>
<b>1</b>	<b>NOTIFICATION OF AWARD</b>	<b>51</b>
<b>2</b>	<b>CONTRACT AGREEMENT</b>	<b>52</b>
<b>3</b>	<b>Performance Security (Bank Guarantee)</b>	<b>54</b>

## 1. NOTIFICATION OF AWARD

*[On letter head of the Purchaser]*

..... *[Date]*

To:

*[Name and address of the Supplier]*

**Subject: Notification of Award for Contract No. ....**

This is to notify you that your Bid dated ..... *[Insert date]* .....for execution of the .....*[Insert name of the contract and identification number]* .....for the Accepted Contract Amount of ..... *[Insert amount in numbers and words in Rupees]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by the Purchaser.

Contract Agreement to be executed is attached. You are requested to sign it with date and date and return it to the Purchaser within 15 days of the date of Notification of Award, along with the Performance Security for an amount of INR..... *[Insert amount]* **equivalent to 10% of the Contract value** valid up to..... *[Insert date]* in one of the forms stipulated in the GCC.

This concludes the Contract.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: ..... , **Executive Engineer**

Name of Agency: **Sikkim Investigation Division, Central Water Commission, Tadong, Gangtok.**

**Attachment: Contract Agreement complete with Conditions of Contract**

## 2. CONTRACT AGREEMENT

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

THIS CONTRACT AGREEMENT is made

the [ insert: **number**] day of [ insert: **month**], [ insert: **year**].

BETWEEN

- (1) ***The Executive Engineer, Sikkim Investigation Division, Central water Commission, Tadong, Gangtok (Sikkim)*** an Office under the Ministry of Jal Shakti, Department of Water Resources, River Development and Ganga Rejuvenation, Government of India. [ insert *address of Purchaser*] (hereinafter called “the Purchaser”), and
- (2) [Insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz ***Supply, Installation, Testing, Commissioning and Maintenance of Acoustic Doppler Current Profiler & its Accessories with DGPS for Sikkim Investigation Division, Gangtok and Comprehensive Ist Annual Maintenance Charges for 5 Years including replacement of material & Consumables and services beyond 2 years onsite warranty period*** and has accepted a Bid by the Supplier for the supply of those Goods and Services at the Project Site, namely SID, CWC, Gangtok, for the sum of [insert Contract Price in words and figures, expressed in Indian Rupees)] (hereinafter called “the Contract Price”).

*[Purchase should insert a Table here giving complete details of Goods and Related Services, quantities ordered, their prices and the accepted delivery schedule.]*

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) The Purchaser’s Notification of Award
  - (c) Letter of Bid and original Price Schedules
  - (d) General Conditions of Contract
  - (e) Technical Requirements (including Schedule of Requirements and Technical Specifications)

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser:

Signed: *[insert signature]*

in the capacity of **Executive Engineer, Sikkim investigation, Central water Commission, Gangtok** *[insert title or other appropriate designation]* in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]* in the capacity of *[insert title or other appropriate designation]* in the presence of *[insert identification of official witness]*

**Attachment: Contract Conditions**  
*[Purchaser should attach the GCC]*

### 3. Performance Security

#### (Bank Guarantee)

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** “Executive Engineer, Sikkim investigation Division, Central Water Commission, Gangtok” *[insert name and Address of Purchaser]*

**Date:** \_ *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of \_ *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* ( \_\_\_\_\_ ) *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

<sup>1</sup>

*The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.



This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

---

*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

---

<sup>2</sup> *Insert the date sixty days after the Completion Date of the Supply or Completion of Warranty in case Warranty is applicable. The Purchaser should note that in the event of an extension of this date for completion of the Contract or the Warrant obligations, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months]/[one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*

## Schedule – F (ADCP)

( CPWD-9 : Part-2)

### **SCHEDULE OF QUANTITIES AND RATES/FINANCIAL QUOTE**

**(Comparison of bids will be for item No.1 to 4 Only)**

S.No	Description of Item	Quantity	Unit	Rate	Amount	GST	Total
1.	Supply, Installation, Testing, Commissioning and Maintenance of Acoustic Doppler Current Profiler & its Accessories with DGPS for Sikkim Investigation Division, Gangtok	1	Nos				
2.	Installation Charges	1	Job				
3.	Trainings	5	Nos				
4.	Comprehensive Ist Annual Maintenance Charges for 5 Years including replacement of material & Consumables and services beyond 2 years onsite warranty period.	5	Year				
5.	Comprehensive IInd Annual Maintenance Charges for 3 Years including replacement of material & Consumables and services beyond Ist 5 years AMC period.	3	Year				