

### Government of India

जल संसाधन, नदी विकास एवं गंगा संरक्षण मंत्रालय

# Ministry of Water Resources, River Development & Ganga Rejuvenation केन्द्रीय जल आयोग

### **Central Water Commission**



# E-TENDER FOR SUPPLY OF HYDRO-METEOROLOGICAL EQUIPMENTS TO LGD-3, CWC, BERHAMPORE

NIT NO: LGD-3/ CWC/ BHM /e-TENDER/2018/15 Dated: 04/01/2019

LGD-3, CWC Berhampore

COST OF TENDER DOCUMENT: Rs. 500/-ONLY TCIL Reference No. CWC-2019-TN00

Last Date for Online Submission of e-Tender: 22/01/2019 up to 15:00 Hrs Date of Opening of e-Tender : 22/01/2019 at 16:00 Hrs

Certified that this tender document contains 42 pages including this page.

Executive Engineer LGD-3,CWC,BERHAMPORE

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# भारत सरकार/Government of India केन्द्रीय जल आयोग/Central Water Commission अधिशासी अभियंता का कार्यालय /Office of the Executive Engineer

LGD-3, CWC, 26/1 S.S. Sen Road, Berhampore, Murshidabad, Pin-742101 (W.B.)

No. LGD-3/CWC/BHM/e-TENDER/2018/15 Date: 04/01/2019

# ई-निविदा आमंत्रण सूचना/e-Notice Inviting Tender

# E-TENDER FOR SUPPLY OF HYDRO-METEOROLOGICAL EQUIPMENTS TO LOWER GANGA DIVISION-3, CWC, BERHAMPORE

On behalf of the President of India, Executive Engineer, LGD-3, Central Water Commission, CWC, 26/1 S.S. Sen Road, Berhampore, Murshidabad, Pin-742101 (W.B) invites online bids for e-tendering from the eligible Suppliers (Manufactures/Contractors/Dealers etc) who have carried out similar works in CWC/ other Govt. offices/ PSUs or in any other reputed firms for the following work:

#### TCIL Reference No. CWC-2019-TN00

1. of Hydro-meteorological : Supply कार्य का नाम/Name of work Equipments to LGD-3, CWC, Berhampore 2. Rs.14,85,000/-अनुमानित लागत/Estimated Cost 3. Rs.29,700/-अग्रिम धन/Earnest Money 4. 30 days डिलीवीरी पीरीयड/Delivery Period 5. : Rs. 500/-निविदा दस्तावेज का मूल्य /Cost of Tender Document

e-Tender is available on https://www.tcil-india-electronictender.com,www.cwc.gov.in, www.eprocure.gov.in from **04/01/2019 (15:00 hrs)** to **21/01/2019 (15:00 hrs)**. Bids shall be submitted online only at TCIL website having URL https://www.tcil-india-electronictender.com. Further, Tenderer/Suppliers are advised to follow the instructions provided under 'Instructions to Bidders' for the e-submission of the bids online through TCIL portal.

### **Executive Engineer**

### Copy to:

- 1. The Superintending Engineer(C), LGBO, CWC, Patna.
- 2. The Superintending Engineer, Hydrological Observation Circle, CWC, Maithon with request to arrange for uploading the NIT to CPPP.
- 3. The Director SMDTE, CWC, New Delhi with request to arrange for uploading the NIT to CWC website
- 4. The Executive Engineer, LGD-3, CWC, Asansol.
- 5. SDE, LGSD Farakka
- 6. SDE, BJSD Krishnagar
- 7. The Asst. Accounts Officer, LGD-3, CWC, Berhampore.
- 8. JE (HQ), LGD-3, CWC, Berhampore with instruction to display on Notice Board.

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# **E-Tender Key Events and Dates**

1.	Tender Inviting Authority: Designation/ Address	Executive Engineer, Lower Ganga Division-3, Central Water Commission, Berhampore.
2.	Mode of Submission of Tender	Electronic Tenders are to be submitted online only on
		TCIL's e-tendering portal which can be accessed using
		URL https://www.tcil-india-electronictender.com
3.	Addressee and address at which	Executive Engineer, Lower Ganga Division-3,
	documents are to be submitted in	Central Water Commission, 26/1 S.S. Sen Road,
	hard copy	Berhampore, Murshidabad, Pin-742101 (W.B)
		bernampore, marsinadada, rim 7 12101 (W.B)
4.	Job requirement	Supply of Hydro-meteorological Equipments to LGD-3,
		CWC, Berhampore.
5.	Language(s) in which items to be	English
0.	printed	Liigiioii
6.	Validity of the Tender	90 Days
7.	Issuance of the Tender	Tender can be downloaded from 04.01.2019 15:00 hrs to
		21.01.2019 up to 17:00 hrs from TCIL's e-tendering portal
		with URL https://www.tcil-india-electronictender.com or
		www.cwc.gov.in or www.eprocure.gov.in. However, in
		order to be able to participate in the tender it is
		mandatory to download official copy of tenders from
		https://www.tcil-india-electronictender.com
8.	Cost of Tender	Cost of the tender document i.e. Rs. 500/- is to be
		submitted in a sealed envelope before last date and time
		of submission of online bid. The cost of tender can be
		submitted by means of Demand Draft/Banker's Cheque drawn on any Nationalized Bank/Scheduled Bank in
		favour of the Executive Engineer, LGD-3, Central Water
		Commission, 26/1 S.S. Sen Road, Berhampore,
		Murshidabad, Pin-742101 (W.B)
9.	Last Date & Time for submission of	22/01/2019 up to 15:00 hrs
	Bids online	
10.	Earnest Money Deposit amount	Rs.29,700/- (Rupees Twenty Nine Thousand Seven
	payable	Hundred Only)
11.	Date, Time and Place of Public	Online Public Opening of bid shall commence at 16:00
	Online Tender Opening Event	hrs on 22/01/2019.
	· L	1

# **TENDERER PROFILE**

1.	Name of the Tenderer/Firm:
2.	Name of the Person submitting the Tender :
3.	Address of the Firm :
1	Tel no. with STD code : (O)(R)(Fax)
4.	
_	(MOB)
5.	Registration & Incorporation particulars of the Firm:
	i)Proprietorship:
	ii)Partnership : iii)Private Limited :
	iv)Public Limited :
	(Please attach copies of documents of registration)
6.	Name of Proprietor/Partners/Directors
7.	Tenderer's bank, its address and his current account number :
8.	PAN Number
Ο.	(Please attach a copy)
9.	GST Registration No (Please attach a copy)
I/۱	We hereby declare that the information furnished above is true and correct.
PI	ace:
D	ate:
Si	gnature of Tenderer /Authorized signatory
N:	ame of the Tenderer

### Chapter 1 – INSTRUCTIONS TO BIDDERS

#### 1. General Conditions

- 1. Before submitting the tender, the tenderer must ensure that it has understood the exact requirement of the Purchaser. In the case of any discrepancy or ambiguity felt by the tenderer in the scope of work and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing by the tenderer and in turn get that clarified from the purchaser in writing at least three days before the last date of tender submission. In the case, no such clarification required by the tenderer, it will be construed that all the requirements of the purchaser are understood by the tenderer. No communications will be entertained in this regard at any stage of work after the opening of the tenders.
- 2. Not more than one tender shall be submitted by one supplier or suppliers having a business relationship. Under no circumstances will father and his son (s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- 3. Tenderer who has downloaded the tender from the TCIL website https://www.tcil-india-electronictender.com and Central Public Procurement portal (CPPP) website https://eprocure.gov.in shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, if same is found to be tampered /modified in any manner, the tender will be completely rejected and EMD shall be forfeited.
- 4. Intending tenderers are advised to visit again TCIL website URL https://www.tcil-india-electronictender.com and CWC website www.cwc.gov.in and CPPP website https://eprocure.gov.in/eprocure/app at least 2 day prior to closing date of submission of tender for any corrigendum/amendment.
- 5. Applicant contractor must provide demand draft for Rs.500/-(Rupees Five Hundred) only in favour of Executive Engineer, LGD-3, CWC, Berhampore obtained from any Nationalized/Scheduled bank with their application/downloaded tenders as the cost of tender forms/documents. All applicable bank charges shall be borne by the applicant and he shall not have any claim whatsoever in this account on the department. In the case of re-tendering the firms which have submitted the DD in earlier calls will require to submit DD along with their tender/application in subsequent calls also. Tender not accompanied with the cost of tender document is liable to be rejected.
- 6. Bids will be opened as per date/time as mentioned in the e-tender key events and dates.
- 7. No tenderer will be allowed to amend or withdraw any terms and conditions/parts or whole /quoted prices of its tender under any circumstances after the deadline for submission of the tender.
- 8. The purchaser has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- 9. Canvassing, Soliciting, Fraud Practices, Suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works/purchases.

- The tenderers are expected to understand the forms, terms, specifications and other details mentioned in the tender document.
- 11. Each tenderer is entitled to submit only one set of tender. The tender document is non-transferable.
- 12. At any time prior to the deadline for submission of tenders, the purchaser, for any reason, whether at its own initiative may modify the scope of work or any condition of the tendering documents by amendments.
- 13. The tenderer must quote the rates keeping in mind all the terms and conditions mentioned in this document.
- 14. The valid means of communications for this tender shall be in writing a letter through e-mail or fax followed in original by speed/registered post.
- 15. The Director(s)/Owners of the tendering firms having near relative working at the Gazetted rank post in CWC are debarred from tendering. Any breach of this condition would result in the blacklisting in all future works by Central Water Commission.
- 16. The tendering firm may ensure that it has no engineer of Gazetted rank, earlier employed in CWC(who has not completed two years after his retirement or leaving of services)and is on its Board of Directors. Such firms are debarred from participating in tendering, without the prior permission of the Chairman, CWC. Such tender is liable to be rejected at any stage of work.
- 17. It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender.
- 18. No deviation in the payment terms mentioned in the tender document is permissible. The tenderer shall be deemed to agree with the payment terms mentioned in the tender document for submission of the bid.
- 19. The words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively. The term 'contractor', 'supplier', 'bidder' and 'tenderer' has been used interchangeably.
- 20. For the purpose of this tender the Contract agreement with the successful tenderer shall comprise of:
  - a. The tender form and financial bid submitted by the tenderer.
  - b. Tender document.
  - c. Amendment to the tender document
  - d. Post tender opening correspondences; and
  - e. Purchaser's notification of award of the contract

#### 2. Eligibility Criteria for the Tenderers

- a. Should be an authorized manufacturer/dealer/distributor/of such items (copy of dealership/distributor etc. May be appended).
- b. Should be a Government registered Firm/Agency.
- c. The tenderer shall have a valid GST number.

- d. The tenderer shall have a valid PAN number.
- e. The average annual turnover of firm in last three years should be at least Rs 12 Lakhs and should not have incurred any loss for more than 1 year. In this context, the audited balance sheet may be appended.
- f. Should have successfully supplied similar items to any Govt./PSU/any reputed organization/firms (Supporting documents should be appended).
- g. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled, if either the contract or any of his employees found any time to be such person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- h. The contractor shall not be permitted to tender for works in the CWC Circle/division(responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the 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 CWC department or Ministry of Water Resources, River Development & Ganga Rejuvenation. Any breach of this condition by the contractor would render liable to be removed from the approved list of contractors of this department.

#### 3. Submission of Documents

- 1) The following documents are to be furnished online as technical bid by the bidder.
  - a) Signed and scanned copy of registration certificate.
  - b) Signed and scanned copy of partnership deed/authorization/dealership/OEM.
  - c) Signed and scanned copy of PAN & GST number of the tenderer.
  - d) Copy of ITR of last three years.
  - e) Signed and scanned true copy of undertaking by the tenderer on his letter head of not being blacklisted by any government department.
  - f) Signed and scanned copy of e-tender document.
  - g) Signed and scanned copy of eligible supply order of similar items.
  - h) Copy of audited balance sheet of last three years.
- 2) The following documents are to be furnished online as financial bid by the bidder:
  - a) Signed and scanned price schedule as per the tender document.
- 3) The bidder has to submit following documents in hard copy in a sealed envelope in office before last date and time of opening of online bid otherwise, the bid will not be considered for opening:
  - a) Earnest Money Deposit in original.
  - b) Demand Draft towards the cost of tender document in original.
  - c) Pass Phrases for Technical & Financial bid in separate sealed envelopes.
  - d) The bidder may also submit the literature/ brochure of the equipments.

#### 4. Period of Validity of Tenders

The Tender shall remain open for acceptance for a period of 90 days from the date of opening of tenders.

In exceptional circumstances, the purchaser may solicit the tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in

writing. The tender security provided shall also be suitably extended. The tenderer may refuse the request without forfeiting its EMD.

### 5. Tender Security(EMD)

EMD of Rs.29,700/- (Rupees Twenty Nine Thousand Seven Hundred) Only shall be deposited in the form of Demand Draft in favour of Executive Engineer, LGD-3, CWC, Berhampore or in form of a Bank Guarantee from a scheduled bank as per Performa given in Chapter 7. In case the EMD is submitted in the form of the bank guarantee it will remain valid up to 45 days beyond the final tender validity period. The tenders unaccompanied by the tender security/EMD will be rejected out rightly. The EMD shall be submitted as per the format is given in chapter 7, Form 1.

#### The EMD will be forfeited if:

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

#### Refund of EMD

EMD furnished by all unsuccessful tenderers will be returned to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 days after conclusion of the contract. EMD of the successful tenderer would be returned, without any interest whatsoever, after receipt of performance security @10% of supply order value in the form of Demand Draft/Bank Guarantee/Fixed Depositing the name of the Executive Engineer, LGD-3, CWC, Berhampore

valid for 1 year from the successful supply of all materials.

#### **Contents of Tender Document:**

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

- (i) Notice Inviting Tender
- (ii) Instructions to Bidders
- (iii) Conditions of the Contract
- (iv) Schedule of requirement
- (v) Specifications and allied technical details
- (vi) Technical & Financial Bids
- (vii) Special Instructions to Bidders by TCIL for e-Tendering
- (viii) Standard Forms (Performa for Bank Guarantee & Tender Acceptance etc)
- (ix) Performa for Contract Agreement

### 6. Tendering Process

#### a) Submission of tenders/Bids:

Bids shall be submitted online only at TCIL website URL https://www.tcil-india-electronictender.com. Tenderer/Suppliers are advised to follow the instructions provided

under 'Instructions to the Bidders' for the e-submission of the bids online through TCIL portal.

### b) Opening of Bids:

Bids will be opened online through TCIL portal as per specified date & time.

#### c) Prices

Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract(up to 31<sup>st</sup> March 2019) and not subject to variation on any account and shall be inclusive of all taxes, duties, octoroi, transportation charges etc. excluding GST. The transportation and handling of equipments from the premises of the supplier to the facility of the purchaser is the responsibility of the tenderer. No extra charges are payable on this account. The prices should be given as per the format given in price schedule.

- 1. All prices should be in Indian Rupee.
- 2. The amount should be written both in figures and in words.
- 3. Prices for each item shall be furnished in the format as given in the price schedule. Any correction, overwriting etc. should be countersigned.
- 4. The tenderer should quote for all the items mentioned in the schedule of requirement. The tenders not quoting for all the items are liable to be rejected.
- 5. The tender for the works/supply shall remain open for acceptance for a period of 90 (ninety) days from the date of opening of tenders. If any tenderer, withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to government, then the government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of said earnest money as aforesaid. Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.

#### d) Non-Conformities between the figure and words of the Quoted prices

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

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

#### e) Evaluation of Tenders

The tenders will be evaluated on the basis of specifications/required documents as given the tender document and unit rate of each item and total cost.

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

**f)** Award of Contract The successful tenderer shall sign the contract agreement as given in Chapter 8.

### **CHAPTER 2 – CONDITIONS OF CONTRACT**

### **Definitions & Interpretations**

**Goods** mean the Hydro-meteorological/surveying/other Equipments and other items to be provided at the purchaser's facility under the contract.

**EE** means Executive Engineer, LGD-3, CWC, Berhampore.

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

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

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

**Purchaser**: The President of India through the Executive Engineer, LGD-3, CWC, 26/1 S.S. Sen Road, Berhampore, Murshidabad, Pin-742101 (W.B).

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

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

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

#### Interpretations

Language: shall be English only for the purpose of this contract

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

### Supplier's responsibilities and obligations

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

### Purchaser's responsibilities

- a. The purchaser will ensure the accuracy of all information.
- b. The purchaser will ensure the availability of site for supply of equipments.
- c. The purchaser does not bind himself to accept the lowest tender.
- d. The equipment which do not qualify with sought technical specifications would be rejected.

#### **Duration of Contract**

The period of operation of the contract shall be till the supply of goods to the satisfaction of the purchaser.

### Programme of work

- a. Immediately after the signing of the contract, the Contractor shall make necessary arrangements for the supply of goods to the premises of the purchaser as identified in Chapter 3, Schedule of Requirement.
- b. The time allowed for carrying out the supply will be 1 month from the date of supply order in accordance with the phasing, if any, indicated in the tender document.

#### Confidentiality

- i) The Contractor shall not, without the Purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification or information furnished by or on the behalf of the purchaser in connection therewith, to any person other than a person employed by the contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- ii) Any document other than the contract itself shall remain the property of the purchaser and all copies thereof shall be returned to the purchaser on termination of the contract.
- iii) The contractor shall not, without the purchaser's prior consent, make use of any document or information enumerated in this document except for purpose of performing the contract.

### **Others Conditions of Contract**

- a) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India.
- b) The quantity shown in tender document is approximate and this quantity may increase or decrease as per the requirements without any change in unit price or other terms and conditions.

The contractor should conduct a demonstration if required at the site/place where the equipment shall be supplied at time and date decided by Executive Engineer, LGD-3, CWC, 26/1 S.S. Sen Road, Berhampore, Murshidabad, Pin-742101 (W.B)

- c) The net rate quoted per item/unit of goods shall be for purchaser destination, which should include all taxes, insurance, freight charges etc. While quoting a rate, this point should be kept in time.
- e) Goods to be supplied should be of good quality and as per technical specifications.

- f) The bidder should carefully study and understand all the bid specification, commercial, technical and general conditions.
- g) Incomplete tenders/bids without specified EMD shall be rejected.
- h) Bids received without cost of tender document shall be rejected.
- i) Any correction or error, the quotation should be duly authenticated by the person signing the quotation, overwriting should be avoided.
- j) The materials should be supplied as per Govt. rules and regulations.
- k) The Competent Authority on behalf of President of India does not bind itself to accept the lowest or any tender and reserves its right to reject or postponed any or all of the tenders received without the assignment of any reason thereof. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection and will be treated as disqualified.
- m) The purchaser reserves the right to reject any tender on the basis of inferior quality of the equipments.
- The purchaser/buyer reserves the right to award of work/supply in whole or in part to a single /multiple tenderers depending upon the price quoted and quality, specification etc.

#### Penalty

In case the supplier is unable to supply the goods in time the EMD amount would be forfeited.

#### **Force Majeure**

- (i) For purposes of this clause "Force Majeure" will mean an event beyond the control of the contractor and not involving the contractor's fault or negligence. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (ii) If a force Majeure situation arises, the contractor shall promptly notify the purchaser in writing of such condition and the causes thereof. Unless otherwise directed by the purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- (iii) If an event of Force Majeure continues for a period of ninety (90) days or more, the parties may by mutual agreement, terminate the contract without either party incurring any further liabilities towards the other with respect to the contract, other than to effect payment for product already delivered or services already performed.
- (iv)No claim or increased costs are entertained attributable for the Force Majeure.

#### Warranty

The Tenderer warrants that the Goods supplied for execution under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The tenderer further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Tenderer that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

The items should have required warranty for a period of minimum 01 (one) year from the date completion of supply, testing & demonstration and if any defect arises during the warranty period the firm is bound to rectify fault or/and replace the faulty items immediately without any extra cost.

#### **Contract Price**

Prices quoted by the tenderer shall remain fixed upto 31<sup>st</sup> March 2019 and not subject to variation on any account and shall be inclusive of all taxes, duties, octori, transportation charges etc however the prevailing GST rates on the individual items at the time of supply will be considered. The transportation of goods is the responsibility of the tenderer. No extra charges are payable on this account. The prices should be given as per the format given in Financial Bid format.

#### Placement of order

The purchaser may place purchase order in phase manner during the period(upto 31<sup>st</sup> March 2019) for the items required.

### **Terms of Payment**

- a) The payment shall be made on supply of all goods with required quality & specification at the purchaser's premises as identified in Chapter 3 to the satisfaction of the purchaser and as per the terms and conditions of the contract.
- b) The payment shall be made after necessary training for operation of the instrument, which has to be provided by the supplier without any extra cost at a place specified by the Executive Engineer which may or may not be the place of supply of the instrument.
- c) After supply, of the materials the pre-receipted bill (In duplicate) may be submitted by the contractor to the department.
- d) The e-payment shall be made online through PFMS for which bank account details must be submitted along with the bill.

#### **Tax and Duties**

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

#### **Advances**

No advance payment is payable under this contract.

#### **Termination of Contract**

#### a. For Purchaser's convenience

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

#### b. For Contractor's Default

- The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract.
- a. If the contractor becomes bankrupt or insolvent.
- b. If the Contractor has abandoned or repudiated the contract, persistently failed to carryout its obligations under this contract.
- c. If the Contractor neglects its obligations under this contract.
- d. If the Contractor has furnished any false document.
- 2. The Purchaser may without prejudice to any other right issue a notice of termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the Contractor to carry out a specified work may be sufficient grounds for termination of the contract by the purchaser.

### c. Termination by Contractor

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

i) The Contractor is unable to carry out its obligations of the contract for any reason attributable to the purchaser. For this entire or part of EMD may be forfeited.

### **Liquidated Damages**

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

#### **Notices**

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

### **CHAPTER 3. – SCHEDULES OF REQUIREMENT**

#### **SCHEDULES**

Schedule 'A' Schedule of Quantities (Enclosed)

Schedule 'B' Not Applicable

Schedule 'C' Not Applicable

Schedule 'D' Not Applicable

Schedule 'E' Not Applicable

Schedule 'F'

Reference to General Conditions of contract

Name of work: "Supply of Hydro-meteorological equipments to LGD-3, CWC, Berhampore"

Estimated cost of work :Rs. 14, 85,000 /-

Earnest Money: Rs. 29, 700/-

Delivery Period: 30 days

Office inviting tender: O/o the Executive Engineer, LGD-3, CWC, Berhampore

Engineer-in-Charge : Executive Engineer, LGD-3, CWC, Berhampore Accepting Authority : Superintending Engineer, HOC, CWC, Maithon.

NIL

Percentage on cost of labour to cover all overheads

and profits Standard schedule of rates

Department : Central Water Commission

Standard CPWD Contract : No, Contract form as given in Chapter 8

Clause1

a. Maximum allowable extension beyond the : No extension to be granted

period provided above

Authority for fixing compensation under Clause 2 : Superintending Engineer, HOC, CWC, Maithon.

Clause 2 A

Whether clause 2A shall applicable : No

Clause 5

Number of days from date of issue of letter of : Nil

acceptance for reckoning date of start

Clause6,

6A

Clause applicable (6 or 6A) : 6A

Clause 7

Gross work to be done together with net payment/ adjustment of advances for material collected, if any 11since the last such payment for being eligible to

interim payment.

Specification to be followed for execution of work : All rules & regulation of state transport

department. As per the specification mentioned

in tender document.

Not Applicable

Clause 16

Competent Authority for deciding reduced rates : Not Applicable i.e. Sub Standard work is not

accepted

Clause 36 : Not Applicable Clause 42 : Not Applicable

# **SCHEDULE 'A':- SCHEDULE OF QUANTITIES**

Sl.	Name of Article / Description	No.	Measurement	Qty.
No.	-		L B H	
1	Duly Calibrated Cup type Current meter with Digital Counter & Fish Weight	7 Nos.		7 Nos.
2	Portable Eco Sounder	7Nos.		7 Nos.
3	Stop Watch	7Nos.		7 Nos.
4	Duly calibrated pigmy current meter with calibration set & standard accessories conforming to IS 3910:1992 with 2 mtr.  Long stainless steel suspension rod	3 Nos.		3 Nos.
5	Scientific Calculator	1 Nos.		1 Nos.
6	Survey equipment (For G	GD & GDS	O, Sites)	
I	Auto level with stand	5 Nos.		5 Nos.
II	Leveling Staff	11 Nos.		11Nos.
III	Metallic Tape 30 Mtr.	11 Nos.		11 Nos.
IV	Ranging Rod	11 Nos.		11 Nos.
V	Prismatic compass with stand	11Nos.		11 Nos.
7	Meteorological e	quipments:	· ·	
I	Maximum-Minimum Thermometer	11 Nos.		11 Nos.
II	Ordinary Thermometer	11 Nos.		10 Nos.
III	Ordinary Rain Gauge	3 Nos.		3 Nos.
8	Silt equipments (On	e for each s	ite)	
I	Punjab Bottle type Silt Sampler	1 Nos.		1 Nos.
II	Sieve set (200 Meshes & 100 Meshes 1 each)	2 Nos.		2 Nos.
III	Hot Air Oven	1 Nos.		1 Nos.
IV	Digital Balance	1 Nos.		2 Nos.
V	Enameled Bucket	2Nos.		2 Nos.
VI	Enameled Mug	2Nos.		2 Nos.
9	Water Quality 1	Equipment		
I	pH Meter	1 Nos.		1 Nos.
II	Conductivity Meter	1 Nos.		1 Nos.
III	Desicators	1 Nos.		1 Nos.
10	Navigational ed	· · · · · · · · · · · · · · · · · · ·	1	
I	lifebuoy	10 Nos.		10 Nos.
II	life Jacket	10 Nos.		10 Nos.
11	Site office fur	nitures.	<del>,</del>	
I	Table for 11 Nos. Sites	11 Nos.		11 Nos.
II	Chair for 11 Nos. Sites(i.e. @ 3 Chairs/ Sites).	33 Nos.		33 Nos.
III	G.I. Trunk (for gauge sites only )	4 Nos.		4 Nos.
IV	Small Almirah (for GD/ GDSQ sites only )	7 Nos.		7 Nos.

### **CHAPTER 4. - SPECIFICATIONS AND ALLIED TECHNICAL DETAILS**

Specifications of the equipment to be supplied under this contract are as under:

### 1. Cup type Current meter with all accessories complete

### **Purpose**

The current meter will be used for flowing water velocity and thus discharge measurements in rivers. It may be used in wading or suspended mode.

### **Conditions & Requirements**

- The current meter shall be of such a design that it operates reliably and accurately under the prevailing flow and environmental conditions.
- The current meter shall be easy to operate and maintain.
- The current meter shall be supplied with the accessories as needed for effective deployment.
- All materials of the current meter shall be non-corrosive.
- An operator's manual, related to the type and model of the current meter, shall be part of the delivery.
- The current meter shall come with the calibration data, i.e. actual calibration velocity versus actual revolutions per second as collected during the calibration process. Calibration data should uniquely identify the instrument body, the rotor, observer, rating tank, way of suspension, methodology and similar information.
- The current meter shall come with a rating table and a rating chart in m/s versus revolutions per second.
- The current meter shall have a provision to adjust its trimming.
- The design shall be sediment resistant and have an air-filled bearing chamber.
- The bearings should be field adjustable.
- The current meter shall come without a protection ring/yoke in front of the rotor.
   Such a yoke would make the current meter sensitive to its alignment into the flow, which should be avoided.
- The bearing chamber shall be as slim as possible to avoid excessive drag.
- The electrical connections shall not protrude into the current, but backwards instead.
- The electrical connections shall be of a reliable and sturdy construction.
- The current meter and accessories shall be supplied in a sturdy carrying case.
- An appropriate tool-set shall be included in the delivery.
- The current meter shall generally comply with IS 3910-1992
- For suspended operation, adequate fish weight shall be attached below the current meter.
- The fish weight shall have a streamlined form and shall be suspended from a bar of adequate strength.
- The current meter shall have a facility to balance it into a horizontal attitude while submersed.
- Horizontal and vertical tail fins at the rear end shall align the fish weight in the direction of flow.
- Except for the suspension bar, no elements shall protrude from the body. The fish weight shall generally comply with IS 4073-1967 and ISO 3454-1983.

#### **Specifications**

i. Sensor model
6 cup wheel

**Contact range** every one revolution

0.05 to 3.5 m/s (starting up to maximum

operational velocity)

**Accuracy** for velocities up to 0.3 m/s 1 % Full Scale

for velocities >0.3 m/s 0.5 % FS

**Contact chamber** magnetic or optic fibre

(ii) Suspension Wading rod total length 3 m, graduation in cm

Electrical cable From a cable running from current meter to counter,

10 m(2mm Dia.)

suspension cable electrical cable

integrated in suspension cable electrical cable from winch to counter, 7m torque free

/m torque free suspension cable

### Cable torque

The suspension cable should not exert any torque that may adversely affect the alignment of the flow sensor into the direction of flow. In particular in case a heavy suspension weight is used, there is a risk of cable induced torque.

Fish Weight 10 Kg

**suspension-rod** for cable suspended measurements with light weight sinkers **tail fin length** >0.25 m beyond the attach point of the suspension The tail fin
shall be capable of aligning the current meter in the direction of flow and keep it
stable in that position throughout the full velocity ran

### 2. ECHO-counter:-

#### Specifications:

Rev: 0-999 | Time: 0-999Sec

LCD Display | Battery Operated |

Backup: 150/200 hrs: in working Condition

- Low power consumption
- Maintenance free
- High durability
- · Robust design
- · Double Display
- Batteries

### 3. Stop Watch (Electronic) reputed make

### **Purpose**

The electronic stopwatch will be used during discharge measurements with 'Balloons or Floats. The time lapsed from travelling of float from start to end point will be measured by the stopwatch.

### **Conditions & Requirements**

- The instrument shall be compatible with the environment of operation.
- The instrument shall be adequate for the application and the mode of working.

#### **Specifications**

range stopwatch >59 minutes range count down 59 minutes resolution 0.1 s

accuracy 0.1 s over 1 hour stopwatch modes lap time, split time

display LCD, good visibility in daylight

**enclosure** water resistant

**power supply** standard button cell(s)

battery lifetime >1 year

**instrument life time** >5 years of operation

temperature range 0 to 50 °C

robustness the instrument shall survive several drops on

concrete

**housing** splash waterproof

Power Supply: - battery

Large Display Water Resistant

Save up to 20 programs 1/100 Second Split Timing

**Light Weight** 

**Handy Comfort and Precision** 

Consumables

### 4. Pigmy Current meter with Calibration set & Standard Accessories:-

### **Purpose**

The current meter will be used for flowing water velocity and thus discharge measurements in shallow rivers, streams and canals. It may be used in wading gauging only.

### **Specifications**

Sensor type 6 cup wheel

**Contact** every one revolution

**Range** 0.015 to 0.9 m/s(starting up to maximum operational velocity)

**Accuracy** for velocities up to 0.3 m/s : 1% full scale

for velocities >0.3m/s: 0.5 % of FS

**Contactchamber** magnetic or optic fiber

### **Conditions & Requirements**

- The current meter shall be of such a design that it operates reliably and accurately under the prevailing flow and environmental conditions in shallow water.
- The current meter shall be easy to operate and maintain.
- The current meter shall be supplied with the accessories as needed for effective deployment.
- All materials of the current meter shall be non-corrosive
- An operator's manual related to the type and model of the current meter, shall be part of the delivery.
- The current meter shall come with the calibration data, i.e. actual calibration velocity versus actual revolutions per second as collected during the calibration process. Calibration data should uniquely identify the instrument body, the rotor, observer, rating tank, way of suspension, methodology and similar information.
- The current meter shall come with a rating table and a rating chart in m/s versus revolutions per second.
- The current meter shall have a provision to adjust its trimming.
- The design shall be sediment resistant and have an air-filled bearing chamber.
- The bearings should be field adjustable.
- The current meter shall come without a protection ring/yoke in front of the rotor. Such a yoke would make the current meter sensitive to its alignment in to the flow, which should be avoided.
- The bearing chamber shall be as slim as possible to avoid excessive drag.
- The electrical connections shall not protrude into the current, but backwards instead.
- The electrical connections shall be of reliable and sturdy construction.
- The current meter and accessories shall be supplied in a sturdy carrying case.

An appropriate tool-set shall be included in the delivery

**Protection class** IP56 dust tight and water tight protection

#### Accessories

Cleaning brushone unitRevolution counterone set

tool-set spanner, tommy pins, screw driver, etc. – one set

lens cover setone setoil bottleone unitchamois leatheroneplumb bob with adopter plugone

waterproof cover made of durable plastic material one

silica gel - re-usable one packet 200 g Staff 5 meter long

#### 05. Sceintific Calculator-

- 12 Digit Display
- Powered by Solar & Display
- Make Casio

6.

### (I) Auto Level with Stand and Staff, Manuals, Accessories etc. complete in all respect with one year warranty

### **Purpose**

The auto level will be used for general topographic levelling applications, double leveling, in particular to connect staff gauges to established benchmarks or GTS levels.

#### **Conditions & Requirements**

- The instrument shall be of reliable and simple design, adequate for the application.
- The tripod shall generally comply with IS 8330-1997
- The levelling instrument shall generally comply with IS 4590-1980. •An operator's manual shall be part of the delivery
- Make Brand should be:- Bosch, Leica or Pentex.

### **Specifications**

image erect magnification ≥ 32x aperture of objective ≥ 40 mm field of view 1°20′ to 1°30′ shortest focussing distance < 1.0m max distance for mm 100 m

1.5 mm @ 60 m resolving power

stadia multiplying constant 100 stadia additive constant centring plumb bob with one

adopter

sensitivity of level plate 20 sec / 2 mm run tribarch circular bubble 8 min / 2 mm run compensation range 12 to 16 seconds compensation accuracy 0.3 second

accuracy for levelling the

line of siaht ± 0.8 second

levelling accuracy in

±1.6mm (ISO 17123-2 certified) 1 km of double levelling

tripod with clamping 1600 mm

screw - one unit well seasoned wood or light & strong alloy telescopic with mounting for

battery, illumination unit & clamping arrangement for the instrument

centring provision 30 - 50 mm

carrying case - one unit light metallic or plastic (unbreakable

type) orwell seasoned wood with padded inserts and receptacles for holding accessories with lock, handle,

carrying shoulder strap etc.,

instrument life time >5 years of continuous operation temperature range -20°C to +50°C housing splash waterproof

**Protection class** IP56 dust tight and water tight protection

**Accessories** 

cleaning brush one unit

**tool-set** spanner, tommy pins, screw driver, etc. – one set

lens cover setone setoil bottleone unitchamois leatheroneplumb bob with adopter plugone

waterproof cover made of durable plastic material one

silica gel - re-usable one packet 200 g Staff 5 meter long

### (II) Leveling Staff 5 m

### **Specifications**

Staff: 5 meter long, graduation 200 division per meter & other side 1000 divisions per meter other, graduation colour alternate black and white 10mm width, numerals every decimeter in black every meter in red

### (III) Metallic Tape with Handle 30m Long

#### **Specifications**

- Metallic Tape
- Graduation in cm and meter on one side and Inch and fit on other side.
- Least count 1mm
- Length 30m
- Waterproof
- Weather Resistant
- Non-Conductive

### (IV)Ranging Rod

### **Specifications**

**Height** 3 meter to 4 meter

Base Material Steel with smooth finishing

Weight2.5 kg to 3.5 kg with strong iron shoe at the bottomTypeFoldable type, 25 mm Φ, with alternate Red and White<br/>paint of length 30cm each on entire rod and cover

### (V) Prismatic Compass With stand

**Specifications** 

Materials: Brass/Aluminum metal

Size: 100mm dia

7.

### (I). Max-Min Thermometer (Digital)

### **Purpose**

The measurement of Maximum and minimum Air Temperature

### **Specifications**

error Maximum difference between maximum and

minimum correction within 0.3 K the

Maximum variation of range

correction within any interval 0.1 K of 10°C

Make:- ZEAL or Similar .

### (II) Ordinary Temperature Thermometer Description:

Protective metal housing. - Designed a lanyard ring.

Lightweight and portable.

Durable enough, suit for stream and brook.

The thermometer will measure between 0 to 50 Degrees centigrade

### Specification:

Material: Stainless Steel, Glass Diameter: Approx.1.2cm / 0.5inch

### (III) Ordinary Rain Gauge with measuring cylinder:

Rain gauge capacities: 200 mm fall

Rain gauge confirms: ISI 5225/1969 Collectors capacity: 200 cm<sup>2</sup> area

Nominal capacity 4 liters

Rain gauge: 100 mm & 200 mm

Rain measuring cylinders capacities: 20 mm

 Rain measuring cylinder should be of good material and should not break when fall, while in operation

8.

### (I) Punjab Bottle type Silt Sampler

### **Specifications:**

**Type** Punjab Type (hanging/ bridge type)

### Metallic bottle capacity 1 liter

Silt Sampler should confirm to IS 3913:1966

Features Suspended sediment Sampler should consists of a metallic one liter capacity bottle held vertically in the metallic frame at one of adequate length of pipe with lever attached to the lower end and a flexible wire running with the help of one spring and lever for opening and closing the mouth of bottle fitted with rubber cock during sampling

### (II) Sieve set (200 Meshes & 100 Meshes 1 each)

### (III) Hot Air Oven

### **Specifications:**

Volume 290-350 liters

**Temperature Range** 5°C above ambient to 250°C maximum

Temperature Accuracy + / - 2°C
Temperature Uniformity + / - 1°C
Controls PID Controller
Temp Display LED Display
Sensor PT-100

**Heating Element** Nichrome wire / Kanthal A1

Safety device Over temperature protection, Electric leakage breaker

Temperature safety as per DIN 12880, Class 3.1

Interior Chamber304 stainless steelInsulationMineral Wool

**Doors**Solid doors w/ silicone rubber gasket & lock **Shelves**2 – 3 Stainless steel shelves (Removable)

Air Circulation Forced air circulation

Power Supply 220 Volts

Exterior Chamber MS powder coated

### (IV) Digital Balance

### **Specifications:**

**Specifications** 

Capacity250 gmLeast count0.1mgPower Supply220 Volts

Make Standard make with battery backup

Up to 4 digit after decimal/least count 0.0001gram

### (V) Enameled Bucket

### **Specifications:**

Capacity 20ltr.

### (VI) Enameled Mug

### **Specifications:**

Capacity 1ltr.

9.

### (I) PH Meter with temperature probe

#### **Specifications:**

- (i) Micro controller boarded
- (ii) Up to 5 point calibration for PH
- (iii) PH range 0-14
- (iv) PH Resulation-0.004
- (v) Temperature compensation/auto & manual
- (vi) Data storage & printer interface
- (vii) Alpha numeric display

#### Accessories

- I. PH electrode
- ii. Temperature probe (pt-100 sensor)
- iii. Elect rode stand & clamp

#### (II) Conductivity Meter

### **Specifications**

Range 0.1 µs to 100 ms (6 decadic ranges)

**Accuracy** ± 1% of the FS ±1 digit.

Minimum Resolution 0.001 μS

Display 7 digit, 7- segment LED, 4 digits for conductivity, 3

digits for temperature

Cell constant Acceptable from 0.1 to 5

Cell constant recognition Automatic

**Temperature Compensation** 0.0 to 9.9 % per °C 230V, ±10%, 50 Hz

**Supplied accessories** 1) Conductivity cell, cell constant 0.1

2) Temperature probe3) Clamp/ Stand4) Instruction manual

### (III) Desicators

### **Specifications**

Size: 200/8" diameter

Make: Tarson polyfibre cat no-402021

10.

#### (I) Life Jacket

### **Specifications**

- Adult size
- PE vest type
- Manufactured as per SOLAS regulations
- Each life jacket shall be fitted with a whistle firmly secured by a lanyard.
- Life jacket lights and whistles shall be selected and secured to the lifejacket in such a way that their performance in combination is not degraded.
- Each life jacket shall be provided with a releasable buoyant line or other means to secure it to a lifejacket worn by another person in the water.
- Each life jacket shall be provided with a suitable means to allow a rescuer to lift the wearer from the water into a survival craft or rescue boat.
- Jacket must not sustain burning or melting when exposed to fire for a period of 2 seconds.
- It is clearly capable of being worn in only one way or, as far as is practicable, cannot be donned incorrectly.
- When jumped from a height of at least 4.5 m into the water no injury and dislodging or damaging the lifejacket.
- Should have buoyancy which is not reduced by more than 5% after 24 hour submersion in fresh water.

### (II) Lifebuoy

Outer Dimension: - 76 cm Inner Dimension: - 44cm

Weight: - 2.5 Kg Buoyancy: - 14.5 Kg

The purchaser reserves the right of visiting the tenderer's showroom for inspecting quality of Surveying and Hydro meteorological Equipments or may asked tenderer to show the instrument in the office of the purchaser before awarding the supply order. The final decision regarding the quality of Surveying and Hydro meteorological Equipments shall be of the purchaser and shall be binding to the tenderer.

11.

(I) <u>Table for 11 Nos. Sites</u>

Specifications

- Sunmica top with 03 nos. Drawers
- Top 4ft x 3ft with standard height
- (II) Chair for 11 Nos. Sites (i.e. @ 3 Chairs/ Site).

Specifications

• Metal chair with cusion and handle

(III) G.I. Trunk (for gauge sites only)

Specifications

Size: 3ftx2ftx2ft with gauge 18

(IV) Small Almirah (for GD/ GDSQ sites only )

Specifications

Size: 6'x2.5'x1.5' Steel with gauge 18

# CHAPTER 5 – TECHNICAL & FINANCIAL BIDS

### **TECHNICAL BID**

Title of Tender: E-Tender for supply of Hydro-meteorological equipments for newly opened sites LGD-3, CWC, Berhampore

# TCIL Reference No.-CWC-2019-TN00

SI.No.	Name of Item	Specifications offered by the bidders	Whether matching as per tender document
1.	Propeller/Cup type Current meter with Digital Counter & Fish Weight (One Set for each GD, GDQ, GDS & GDSQ Sites)		
2.	Portable Eco Sounder (One no. for each GD/GDSQ Sites)		
3.	Stop Watch (One no. for each GD, GDQ, GDS & GDSQ Sites)		
4.	Duly calibrated pigmy current meter with calibration set & standard accessories conforming to IS 3910:1992 with 2 mtr. Long stainless steel suspension rod		
5.	Scientific Calculator (One no. for each GD, GDQ, GDS & GDSQ Sites)		
6.Survey	equipment (For G GD, GDSQ, GDS, & GDQ S	ites)	
I	Auto level with stand		
II.	Leveling Staff		
III.	Metallic Tape 30 Mtr.		
IV.	Ranging Rod		
V	Prismatic compass with stand		
7.Meteor	ological equipments:		
I.	Maximum-Minimum Thermometer Digital		
II.	Ordinary Thermometer		
III	Ordinary Rain Gauge		
8.Silt equ	ipments (One for each site)	L	
I	Punjab Bottle type Silt Sampler		
II	Sieve set (200 Meshes & 100 Meses 1 each)		
III	Hot Air Oven		
IV	Digital Balance		
V	Enameled Bucket		
VI	Enameled Mug		
9.Water	   Quality Equipment	l	
ı	pH Meter		
II	Conductivity Meter		
III	Desicators Desicators		
10.Navig	ational equipments		
I			
	lifebuoy		

II	life Jacket		
11.Site office furnitures.			
I	Table for 11 Nos. Sites		
II	Chair for 11Nos. Sites(i.e. @ 3 Chairs/ Sites)		
III	G.I. Trunk (for gauge sites only )		
IV	Small Almirah (for GD/ GDSQ sites only )		

Signature of the Bidder:

Seal:

## **FINANCIAL BID**

Title of Tender: e-Tender for supply of Hydro-meteorological equipments for newly opened sites under LGD-3, CWC, Berhampore.

# TCIL Reference No.-CWC-2018-TN000479

SI.	Item	Quantit y	Unit	Rate/Unit(R s)	GST		Total Rate / Unit	Total (Rs.)
No.					Percent age (%)	Value (Rs.)	including GST (Rs)	
I	II	III	IV	V	VI	VII	VIII (V+VII)	IX (VIII * III)
1.	Propeller/Cup type Current meter with Digital Counter & Fish Weight (One Set for each GD, GDQ, GDS & GDSQ Sites)	7 Nos.						
2.	Portable Eco Sounder (One no. for each GD/GDSQ Sites)	7 Nos.						
3.	Stop Watch (One no. for each GD, GDQ, GDS & GDSQ Sites)	7 Nos.						
5.	Duly calibrated pigmy current meter with calibration set & standard accessories conforming to IS 3910:1992 with 2 mtr. Long stainless steel suspension rod Scientific Calculator (One no. for each GD, GDQ,	3 Nos.						
6.Sur	GDS & GDSQ Sites) vey equipment (For G GD, C	GDSQ, GDS	, & GDQ	Sites)				
I	Auto level with stand	5 Nos.						
II.	Leveling Staff	11Nos.						
III.	Metallic Tape 30 Mtr.	11 Nos.						
IV.	Ranging Rod	11 Nos.						
V	Prismatic compass with stand	11 Nos.						
7. Me	teorological equipments:			•				
I.	Maximum-Minimum Thermometer Digital	11 Nos.						
II.	Ordinary Thermometer	11 Nos.						
III	Ordinary Rain Gauge	3 Nos.						
8.Silt	equipments (One for each s	ite)		•	· '			
I	Punjab Bottle type Silt Sampler	1 Nos.						
II	Sieve set (200 Meshes & 100 Meses 1 each)	2 Nos.						
III	Hot Air Oven	1 Nos.						
IV	Digital Balance	1 Nos.						
V	Enameled Bucket	2Nos.						

VI	Enameled Mug	2Nos.				
9.Wat	ter Quality Equipment					
I	pH Meter	1 Nos.				
II	Conductivity Meter	1 Nos.				
III	Desicators	1 Nos.				
10.Na	vigational equipments					
I	lifebuoy	10 Nos.				
II	life Jacket	10 Nos.				
11. Si	te office furnitures.					
ı	Table for 11 Nos. Sites	11 Nos.				
II	Chair for 11Nos. Sites(i.e. @ 3 Chairs/ Sites)	33 Nos.				
III	G.I. Trunk (for gauge sites only )	4 Nos.				
IV	Small Almirah (for GD/ GDSQ sites only )	7 Nos.			_	
	·				Total	

### **Grand Total Amount in words:**

### Signature of the Bidder:

Seal:

### Notes:

The rates shall be quoted inclusive of all taxes for the O/o Executive Engineer, LGD-3, CWC, 26/1 S.S. Sen Road, Berhampore, Murshidabad, Pin-742101 (W.B)

- a. The rate quoted by the agency shall be inclusive of all the charges including transportation etc. central, state and local taxes etc. or any other charges which may occur for carrying out contract obligations.
- b. The submission of a bid shall construe that the bidder has carefully read the terms & conditions of the tender document & agree to the same.
- c. The Tenderer shall submit a certificate with a final bill signed in original and issued by Original Equipment Manufacturer/authorized dealer that it will provide back to back support and honour the warranty obligations of the equipment supplied by the supplier.

### Chapter 6 - Special Instructions to Bidders by TCIL for E-Tendering

The Special Instructions(for e-Tendering) Supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secure manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Central Water Commission has decided to use the portal https://www.tcil-india-electronictender.com through TCIL a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user-friendly' software from Electronic Tender. A portal built using Electronic Tender's software is also referred to as Electronic Tender System (ETS).

Benefits to tenderers are outlined on the Home page of the portal

#### Instructions

### **Tender Bidding Methodology:**

Single Stage Envelope

### **Broad Outline of Activities from Bidder's Perspective:**

Procure a Digital Signing Certificate(DSC)

Register on Electronic Tendering System® (ETS)

Create Marketing Authorities(MAs), Users and assign roles on ETS

View Notice Inviting Tender(NIT) on ETS

For this tender – Assign Tender Search Code(TSC) to a MA

Download Official Copy of Tender Documents from ETS

Clarification to Tender Documents on ETS

Query to Central Water Commission(Optional)

View response to queries posted by Central Water Commission

Bid-Submission on ETS

Attend Public Online Tender Opening Event(TOE) on ETS

- Opening of relevant Bid-part
- Respond to Central Water Commission post-TOE

Queries Attend Public Online Tender Opening Event

(TOE) on ETS Opening of relevant part( i.e Financial-Part)

(Only for Technical Responsive Bidders) participate in e-Reverse Auction on ETS

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

### **Digital Certificates**

For the integrity of data and authenticity/non-repudiation of electronic records, and to be complaint with IT Act 2000, It is necessary for each user to have a Digital Certificate DC). Also referred to as Digital Signature Certificate(DSC), of class 2 or above, issued by a Certifying Authority(CA) licensed by the Controller of Certifying Authorities(CCA)[refer http://www.cca.gov.in]

### Registration

To use the Electronic Tender® portal https://www.tcil-india-electronictender.com, vendors need to register on the portal. Registration of each organization is to be done by one of its senior people who will be the main person coordinating the e-tendering activities. In ETS terminology, this person will be referred to as the Super User(SU) of that organization. For further details please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ETS Helpdesk(as given below), to get your registration accepted/activated.

Important Note: To minimize teething problems during the use of ETS(including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home page including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for use of ETS' and 'Important Functionality checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

	TCIL/ETS Help desk	
Telephone/Mobile	Customer Support(09:30 hrs to 18:00hrs, Monday to Friday except on Gazetted holidays): +91-11-26241790	
	(Multiple Lines) Emergency Support Mobile Numbers: +91-9868393775, 9868393717, 9868393792	
E-mail ID	ets_support@tcil-india.com	

Buyer Organization Name Contact				
Central Water Commission				
Contact	Executive Engineer, LGD-3, CWC, Berhampore			
Person	03842-251210			
Telephone/Mobile	[between 09:30 hrs to 17:00 hrs on working days]			
E-mail ID	lgdcwc@gmail.com			

#### Some Bidding related Information for this Tender(Sealed Bid)

The entire bid-submission would be online on ETS(unless specified for Offline Submissions)

Broad outline of submissions are as follows:

Submission of Bid-parts/Envelopes

Single-part

Submission of information pertaining Bid- Security/Earnest Money Deposit

(EMD) Submission of digitally signed copy of Tender Documents

Addendum submission of General Terms and Conditions(with/without deviations)

Submission of Special Terms and Conditions(with/without deviations)

### Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid submission, some security related aspects are outlined below.

As part of the Electronic Encrypted<sup>TM</sup> functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a pass-phrase created by the Bidder himself. Unlike a 'password' a pass-phrase can be multi-word sentence with spaces between words (eg. I love this world). A Pass-Phrase is easier to remember and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event(TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

**CAUTION:** All bidders must fill Electronic Forms<sup>TM</sup> for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms<sup>TM</sup> and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronis Forms<sup>TM</sup> is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms<sup>TM</sup>, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If the variation is noted between the information contained in the Electronic Forms<sup>TM</sup> and the 'Main-Bid', the contents of the Electronic Forms<sup>TM</sup> shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information(e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information(e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-part to be opened during a particular Public Online Tender Opening Event(TOE) is furnished online by each bidder during the TOE itself when demanded by the concerned Tender Opening Officer.

(Optional Text in EBI, depending upon the decision of the Buyer organization):

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Buyer Organization Name in a sealed envelope before the start date and time of the Tender Opening Event(TOE).

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box(EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/portal.

### **Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/two duly authorized representative(s) of bidder(i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event(TOE)', including digital counter-signing of each opened bid by the authorized TOE vent(TOE)', including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids(as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event(TOE).

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-part of a tender. The information in the Comparison chart is based on the data submitted by the Bidders. A detailed Technical and/or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titles 'Minutes of Online Tender Opening Event' (TOE) covering all important activities of 'Online Tender Opening Event(TOE)'. This is available to all participating bidders for viewing/Downloading.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a supplier will depend on the options selected by the concerned Buyer.

#### **Other Instructions**

For further instructions, the vendor should visit the homepage of the portal https://www.tcil-india-electronictender.com and go to the User-Guidance Center.

The help information provided through 'ETS User-Guidance Center' is available in three Categories-Users intending to Register/First-Time Users, Logged-in users of Buyer organizations, and logged-in users of Supplier organizations. Various links(including links for user Manuals) are provided under each of the three categories.

**Important Note**: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

#### Six Critical Do's and Don'ts for Bidders

Specifically, for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- 1. Obtain individual Digital Signing Certificate(DSC or DC) well in advance of your first tender submission deadline on ETS.
- 2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
- 3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
- 4. Submit your bids well in advance of tender submission deadline on ETS(There could be last-minute problems due to internet timeout, breakdown, et al).
- 5. It is the responsibility of each bidder to remember and securely store the Pass Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-submission, facility is provided to the bidder to 'Annual Previous Submission' from the Bid-Submission overview page and start afresh with new Pass-Phrase.

6. ETS will make your bid available for an opening during the Online Public Tender Opening Event(TOE) 'ONLY IF' your 'status pertaining overall Bid-submission' is 'complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is complete'.

#### NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

### Minimum requirements at Bidder's End

Computer system with good configuration(Min PIV, 1 GB RAM, Windows XP with service pack3)
Broadband connectivity
Microsoft Internet Explorer 6.0 or above
Digital Certificate(s)

## **CHAPTER 7 – STANDARD FORMS**

### Form 1: MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas	
(hereinafter called the "tenderer")	
has submitted their offer dated	
(hereinafter called the "tender") against the purchaser's tender enquiry No	
KNOW ALL MEN by these presents that WEof	
having our registered office	ce at
	sound out
(hereinafter called the "purchaser) In the sum of	
for which payment will	
and truly to be made to the said purchaser, the Bank bins itself, presents. Sealed with the common seal of the said Bank of20	
<ul> <li>THE CONDITIONS OF THIS OBLIGATION ARE:</li> <li>(1) If the tenderer withdraws or amends, impairs or derogates free period of validity of this tender.</li> <li>(2) If the tenderer having been notified of the acceptance of the period of its validity: -</li> <li>a) If the tenderer fails to furnish the Performance Security for the b) Fails or refuses to accept/execute the contract.</li> </ul>	nis tender by the purchaser during the
We undertake to pay the Purchaser up to the above amount use without the purchaser having to substantiate its demand, provide note that the amount claimed by it is due to it owing to the occur specifying the occurred condition or conditions.  This guarantee will be remain in force up to and including 45 day any demand in respect thereof should reach the bank not later the	ed that in its demand the Purchaser will rence of one or both the two conditions, ys after the period of tender validity and
(Signature of the authorized officer of the Bank)	
	Name and designation of the officer
-	

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

# Form 2: Performance guarantee/Bank guarantee bond

In consideration of the President of India(hereinafter called "The Government")having offered to accept the terms and conditions of the proposed agreement betweenand
(hereinafter called "the said Contractor(s)") for the work(hereinafter called "the said agreement")having agreed to production of an irrevocable Bank Guarantee for Rs
(Rupeesonly) as a security/guarantee form the contractor(s) for compliance of his Obligations in accordance with terms and conditions in the said agreement
1. We,(hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs(RupeesOnly) on demand by the Government.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees
3.We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4.We,(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-incharge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(S) and accordingly discharges this guarantee.
5.We,(indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(S) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(S) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the Bank or the Contractor(s).

7. We, except with the previous	•		, .	ndertake not to	revoke this	guarantee
8. This guarantee shall v Notwithstanding anythin (Rupee	g mentioned abov	e, our liability a	against this gu	ıarantee is restı	ricted to Rs.	
of the date of expiry or shall stand discharged.		•		•		
Dated the(indicate the name of the	•		for			

# Form 3: TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Date:
To, The Executive Engineer LGD-3, CWC, Berhampore 26/1 S.S. Sen Road, Berhampore, Murshidabad, Pin-742101 (W.B)  TCIL Reference NoCWC-2018-TN00
Sub: Acceptance of Terms & Conditions of Tender
Tender Reference:LGD-3/ CWC/BHM/e-TENDER/2018/15 dated 04.01.2019
Name of the Tender/Work: - Supply of Hydro meteorological equipments to LGD-3, CWC, Berhampore Dear Sir,
I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/work' from the website(S) namely:
Advertisement, given in the above website(S).
2. I/We hereby certify that I/We have read the tender document of above mentioned work (including all documents like annexure(S), schedule(s), etc) which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your Division/organization, if any, too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirely.
5.In case any provisions of this tender are found violated, your Division/organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

(Signature of the Bidder with official Seal)

Yours Faithfully,

### **CHAPTER 8-PROFORMA FOR CONTRACT AGREEMENT**

### **Contract/Agreement Form**

This Contract	t/Agreement (Agreement no) made on the	day of	2018
	Executive Engineer (for and on behalf of the dress of the Department(hereinafter called "the	First Party)" and	LGD-3, CWC, Berhampore
is desirous th CWC, Berhai	e and address of the contractor) (hereinafter call nat the Contractor executes the work "supply of mpore (hereinafter called " the works") and the ontract price of	led "the Second Part Hydro meteorologica	 y"). Whereas the First Party al equipments under LGD-3,
Rs	(Rupees		) Only.

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

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

written	act to be executed the day and year first before
Binding signature of First Party Signed by	
	(For and on behalf of the President of India)
Binding signature of Second Party signed by	
(for and on behalf of the	
Resolution Nodated	of the Board of
In the presence of (Witnesses)	
(1)	(2)