



भारत सरकार
GOVT. OF INDIA
केन्द्रीय जल आयोग
CENTRAL WATER COMMISSION
निचली यमुना मण्डल
LOWER YAMUNA DIVISION

E-Tender for:

a)	Supply, Installation, Testing, Commissioning and Maintenance of “Acoustic Doppler Current Profiler with DGPS & its Accessories” at sites Auraiya, of Hamirpur Sub-division under Lower Yamuna Division Agra, Pali of Lower Chambal Sub-Division under Chambal Division Jaipur, Central Water Commission, Agra.
b)	Comprehensive Annual Maintenance Charges for 3 years including replacement of material & consumables and services beyond 2 years warranty period.

SECTION-I: TECHNICAL BID DOCUMENT

Cost of Tender Document: Rs. 1150/-

Last date for online submission of e-Tender: - 14-02-2017 up to 10:00 Hrs

Date of opening of e-Tenders (Technical Bid):- 14-02-2017 at 11:00 Hrs

JANUARY, 2017

The Executive Engineer,
Lower Yamuna Division, CWC,
Qr. No- 404 to 409, Sector 12C,
Avas Vikas colony, Agra-282007.

Ph: 0562-2604424
Fax: 0562-2602268

Certified that this tender document contains 32 Pages

IMPORTANT NOTES:-

- THE BIDDER SHOULD READ ALL THE INSTRUCTIONS IN THE DOCUMENT THOROUGHLY BEFORE SUBMITTING THE ONLINE BID AND ADHERE TO THE DATES GIVEN.**
- THE BIDDER SHALL ENSURE THAT THE CHECK LIST AS GIVEN IN THE BID DOCUMENT IS PROPERLY FILLED UP.**

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CHECK LIST

Please tick the appropriate column.

SL. NO.	DOCUMENT	ENCLOSED	
		YES	NO
	TECHNICAL BID		
1.	Dated Covering Letter of Bidder		
2.	Dealership certificate from the manufacturer, if the bid is submitted by authorised 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		
5.	Technical Schedules-T duly filled in and signed with Company/Firm's Seal on each page		
6.	Printed literature on all the equipments/items giving specifications and details of accessories.		
7.	Original Technical Bid Document dully filled in and signed on each page		
	FINANCIAL BID		
8.	Financial Bid Document including Schedule of Quantities and Rates (Schedule-F) duly filled in and signed with Company/Firm's Seal on each page.		
9.	Whether Unit Rates of Items has been given both in Figures and Words in Schedule-F of Financial Bid		
10.	Whether Gross Amount quoted has been given both in Figures and Words in Schedule-F of Financial Bid		
11.	Whether quoted prices are FOR at 2 nos sites		

सं. - 11/LYD/AGRA/2016-17/
भारत सरकार
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CENTRAL WATER COMMISSION
निचली यमुना मण्डल
LOWER YAMUNA DIVISION

दिनांक : 28.01.2017

E-TENDER NOTICE

The Executive Engineer, Lower Yamuna Division, CWC, Qr. No-404 to 409, Sector 12C Avas Vikas Colony Agra-282007 invites E-Tender in sealed envelopes (**in two parts bid system viz. Technical & Financial**) from reputed & eligible manufacturers/ authorized dealers/ authorized representatives of foreign firms in India dealing with supply, installation, testing and commissioning of Hydro-meteorological equipment on behalf of President of India for the following works:

a)	Supply, Installation, Testing, Commissioning and Maintenance of “Acoustic Doppler Current Profiler with DGPS & its Accessories” at sites Auraiya of Hamirpur Sub-division under Lower Yamuna Division Agra, Pali of Lower Chambal Sub-Division under Chambal Division, Central Water Commission, Agra.
b)	Comprehensive Annual Maintenance Charges for 3 years including replacement of material & consumables and services beyond 2 years warranty period.

Estimated Cost : Rs 59.00 Lakhs

Earnest Money : Rs.1.18 Lakh in the form of Demand Draft.

1. Eligibility Criteria: The bidders (Manufacturers & Firms) shall fulfill following qualifying requirements:

1.1 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 23.60 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 35.40 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 47.20 lakhs.

1.2 The bidder shall be either manufacturer or authorized dealer or authorized representative of Foreign Firms manufacturing Hydro-meteorological equipment and located in India.

1.3 The bidder's annual turnover shall be not less than Rs.177.00 Lakh during last 3 years.

2. Interested eligible bidders may obtain further information/clarification, if required, from the office of the Executive Engineer, Lower Yamuna Division, Central Water Commission, Q. No. 404 to 409 Sector 12C Avast Vikas colony Agra-282007 during the office hours (10:00 hrs to 17:00 hrs) on working days (Monday to Saturday).
3. A complete set of E-Tender document containing complete specifications and terms and conditions may be seen in the above office during the office hours on all working days.
4. **Procedure for downloading of Bid Documents:** The interested eligible bidders may download the E-Tender document from TCIL's E-Tendering portal with URL <https://www.tcil-india-electronictender.com> or www.cwc.gov.in or www.eprocure.gov.in. In this case the bidder will have to submit the following in separate envelope along with the bid as per special instructions:
 - i) Rs.1,150/- (Rs. One Thousand one Hundred Fifty) only through Demand Draft of any Commercial Bank of India issued in favor of Executive Engineer, Lower Yamuna Division, CWC, Agra Payable at Agra as the cost of E-Tender forms/documents and
 - ii) Rs.1,18,000/- (Rupees One Lakh Eighteen Thousand) only in the form of Demand Draft of a Commercial Bank of India issued in favor of Executive Engineer, Lower Yamuna Division, CWC, Agra Payable at Agra as Earnest Money Deposit (EMD). The Demand Draft for EMD shall be valid for a period not less than six months from the date of issue.
5. **Manner of Submission of Bids:** Bids are to be submitted in two parts namely 'Technical Bid' and 'Financial Bid'.

'Technical Bid' shall not contain any financial information except commercial deviations, if any, proposed by the bidder. The commercial deviations by bidder, if any, shall be given in the prescribed schedule of 'Technical Bid' document.

Technical Bid' shall contain:

- (1) Bidder's covering letter.
- (2) Dealership certificate from the manufacturer, if the bid is submitted by authorised dealer/representative.
- (3) List of clients to whom the supply of similar type of equipment has been made including the value of supply order and the present status of the order.
- (4) Schedules as given in 'Section – I: Technical Bid Document' of bid documents, duly filled in and signed by authorized signatory with Firm's seal on each schedule.
- (5) Printed literature of all the equipments, 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'.
- (8) Any other information that shall establish credibility/ reliability/capability of the firm to undertake the proposed supply.
- (9) 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.
- (10) **It shall be ensured that the 'Check List' as given in Section-1 of Bid Document after 'List of Contents' is duly and completely filled in without leaving any item of Check List un-filled.**

The bidders shall specifically note that they are not expected to stipulate any condition in their offer and further that if any such condition is included in the offer, the bid is liable to be rejected, treating the same as a conditional bid.

‘Financial Bid’ shall contain:

- (1) Schedules as given in 'Section – II: Financial Bid Document' of bid documents duly filled in and signed by authorized signatory with Firm's seal on each schedule.
- (2) Financial Bid document in original duly filled in as required and signed by the authorized signatory with Firm's seal on each page.

6. Mode of Opening: Bids received up to the due date & time shall be opened on the date and time specified in the bid documents by the Executive Engineer, Lower Yamuna Division, CWC, Agra or his authorised representative in the presence of the interested bidders or their representatives. In the event of specified due date of opening the bids is declared as holiday, the bids shall be opened on next working day at the same time.

Technical Bid of bidders shall be opened first. Financial Bid shall not be opened on the prescribed date of opening of bids but it shall be opened only after evaluation of 'Technical Bids'.

Based on technical evaluation of bids, the bidders who fulfil all the technical and other specified requirements shall be short listed and they shall be duly informed about the time and date of opening the 'Financial Bid'. Financial Bid of short-listed Bidders only shall be opened by the Executive Engineer, Lower Yamuna Division, Cwc, Agra or his authorised representative in the presence of the interested bidders or their representatives.

- 7. Date from which the E-Tender document can be downloaded: 28-01-2017 at 17:00 hrs.**
- 8. Last date & time for download of E-Tender document: 14-02-2017 at 9:00 hrs.**
- 9. Last date & time for submission of Bids online: 14-02-2017 at 10:00 hrs.**
- 10. Date & time of online opening of Technical Bid: 14-02-2017 at 11:00 hrs.**
- 11. Date & time of online opening Financial Bid: 21-02-2017 at 11:00 hrs.**
- 12. The prospective bidders may note that submission of Bid Documents does not necessarily mean that they fulfill the eligibility criterion.** The eligibility of each bidder would be examined in detail at technical evaluation stage and in case it is found that if any bidder does not meet the prescribed eligibility conditions, his Bid shall summarily be rejected.
- 13. 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.**
- 14. The Executive Engineer, Lower Yamuna Division, Central Water Commission, Agra, reserves the right to accept or reject any or all E-Tenders without assigning any reasons thereof.**

Sd/-
Executive Engineer

KEY EVENTS AND DATES

E-Tender inviting authority Designation and Address at which documents are to be submitted in hard copy	The Executive Engineer, Lower Yamuna Division, Central Water Commission, Q. No. 404 to 409 Sector 12C, Avas Vikas Colony Agra-282007 Phone No: 0562-2604424 Fax No : 0562-2602268
Mode of submission of E-Tender	Electronic Tenders are to be submitted on TCIL's e-Tendering portal which can be accessed using URL https://www.tcil-india-electronictender.com
Name of Work	a) Supply, Installation, Testing, Commissioning and Maintenance of "Acoustic Doppler Current Profiler with DGPS & its Accessories" at sites Auraiya of Hamirpur Sub-division and Pali of Lower Chambal Sub-Division under Chambal Division, Central Water Commission, Agra. b) Comprehensive Annual Maintenance Charges for 3 years including replacement of material & consumables and services beyond 2 years warranty period.
Language(s) in which items to be printed	English/Hindi
Validity of the E-Tender	120 Days
Issuance of the E-Tender	E-Tender can be downloaded from 28.01.2017 (17.00hrs) upto 14-02-2017 (09:00 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 E-Tender it is mandatory to download official copy of E-Tender from https://www.tcil-india-electronictender.com
Tender No.	: 11/LYD/AGRA/2016-17/
Estimated Cost	: Rs. 59.00 lakhs
Cost of E-Tender Document	: Rs. 1150/-
rEarnest Money (EMD)	: Rs.1,18,000/-
Last date & Time for submission of E-Tender online	: 14/02/2017 at 10:00 hrs.
Date, time and address of Public Online E-Tender Opening Event	: 14.02. 2017 at 11:00 hrs. (Technical Bid) Lower Yamuna Division, Central Water Commission, Q. No-404 to 409 Sector 12C, Avas Vikas Colony Agra-282007 Interested bidder or their representative not more than one persons per bid may be present at the above address.

GENERAL INSTRUCTION TO BIDDERS

1. Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. E-Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/E-Tenderer for the e-submission of the bids online through TCIL portal. The E-Tender notice is also available at www.eprocure.gov.in and www.cwc.gov.in. The ETS bidding fee as applicable will be deposited by the bidders directly to TCIL.
2. 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.
3. E-Tenderer who has downloaded the E-Tender from the TCIL website URL <https://www.tcil-india-electronictender.com> and 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 tempered/modified in any manner, E-Tender will summarily be rejected and EMD would be forfeited.
4. Intending E-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 7 days prior to closing date of submission of E-Tender for any corrigendum / amendment
5. Applicant contractor must provide demand draft (DD) for Rs 1150/- (Rupees One Thousand One Hundred and Fifty only) as the cost of E-Tender forms/ documents and Rs.1,18,000/- (Rupees One Lakh Eighteen Thousand only) as Earnest Money Deposit (EMD) obtained from any Nationalized/ scheduled Bank in favor of Executive Engineer, Lower Yamuna Division, Central Water Commission, Agra payable at Agra 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.
6. Bids will be opened as per date/time as mentioned in the E-Tender Key Event Sheet. The bidder has to be ensured that the 'Check List' as given in Section-1 of Bid Document after 'List of Contents' is duly and completely filled in without leaving any item of Check List un-filled.
7. The bidder has to submit following documents in hard copy in sealed envelopes to the Executive Engineer, Lower Yamuna Division, CWC, Agra before the last date and time of submission of online bid otherwise the bid will not be considered for opening.

Envelope 1 - Demand Draft towards E-Tender document cost in original.

Envelope 2 - Demand Draft towards Earnest Money Deposit in original.

Envelope 3 - Pass Phrase for bid.

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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, Lower Yamuna Division, CWC, Agra shall be open for inspection by the Bidders at the office of the Executive Engineer, Lower Yamuna Division, CWC, Agra on all working days between 10:00 hrs to 17:00 hrs (IST).
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, Lower Yamuna Division, CWC, Agra 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, Lower Yamuna Division, CWC, Agra. The technically qualified bidders shall be intimated about the time and date of opening of their 'Financial Bids' through fax/e-mail/registered letters.
4. The Executive Engineer, Lower Yamuna Division, CWC, Agra 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, Lower Yamuna Division, CWC, Agra and the Supplier shall be responsible for ensuring that he produces a receipt signed by the Executive Engineer, Lower Yamuna Division, CWC, Agra 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, Lower Yamuna Division, CWC, Agra 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, Lower Yamuna Division, CWC, Agra to make good the deficit. Executive Engineer, Lower Yamuna Division, CWC, Agra for this purpose shall be entitled to recover such amount from any dues of supplier against Executive Engineer, Lower Yamuna Division, CWC, Agra.
- 3.0 Penalty for Delay:** The Supplier is to deliver the materials on or before the date mentioned in the 'Letter of Intent (LOI)', 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, Lower Yamuna Division, CWC, Agra 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. EMD of other bidders except the successful bidder shall be released after issuance of 'LOI' to successful bidder. 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 act of God, 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, Lower Yamuna Division, CWC, Agra 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, Lower

Yamuna Division, CWC, Agra who shall grant it in writing if reasonable ground exists for it, and without such written authority of the Executive Engineer, Lower Yamuna Division, CWC, Agra, 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, Lower Yamuna Division, Cwc, Agra 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, Lower Yamuna Division, CWC, Agra but the delivery shall not be considered complete until the Supplier shall have replaced / rectified faulty/ defective equipments/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, Lower Yamuna Division, CWC, Agra 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, Lower Yamuna Division, CWC, Agra 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 Lower Yamuna Division, CWC, Agra 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, Lower Yamuna Division, CWC, Agra 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 what-so-ever 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, Lower Yamuna Division, CWC, Agra.
- 11. Rejection of Materials:** In the event of the material being considered by the Executive Engineer, Lower Yamuna Division, CWC, Agra 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, Lower Yamuna Division, CWC, Agra, 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 Lower Yamuna Division, CWC, Agra 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, Lower Yamuna Division, CWC, Agra and that notwithstanding the fact that the Executive Engineer, Lower Yamuna Division, CWC, Agra 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, Lower Yamuna Division, CWC, Agra in that behalf shall be final and conclusive and binding on all the parties, Executive Engineer, Lower Yamuna Division, CWC, Agra 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 mutandis 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, Lower Yamuna Division, CWC, Agra or otherwise, the Supplier shall pay to the Executive Engineer, Lower Yamuna Division, CWC, Agra 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, Lower Yamuna Division, CWC, Agra in that behalf under this contract or other wise.

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, Lower Yamuna Division, CWC, Agra.
14. No material shall be brought to site for delivery on Saturdays and Sundays and holidays without the written permission of the Executive Engineer, Lower Yamuna Division, CWC, Agra.
15. **Warrantee:** 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, Lower Yamuna Division, CWC, Agra. '**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'. On site 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, Lower Yamuna Division, CWC, Agra 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:** Incase, 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, Lower Yamuna Division, CWC, Agra, 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 Agra 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 Agra 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 Agra, 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, Lower Yamuna Division,, CWC, Agra 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, Lower Yamuna Division,, CWC, Agra to recover any further sums as damage from any sums due or which may become due to the Supplier by Lower Yamuna Division,, CWC, Agra 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, Agra 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, Lower Yamuna Division,, CWC, Agra

19. Executive Engineer, Lower Yamuna Division,, CWC, Agra 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, Lower Yamuna Division,, CWC, Agra 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 then 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, Lower Yamuna Division,, Agra to the Supplier.

PROVIDED that Executive Engineer, Lower Yamuna Division,, CWC, Agra 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, Lower Yamuna Division,, CWC, Agra 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, Lower Yamuna Division,, CWC, Agra.

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 '**Letter of Intent**' 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.

- 21.4 **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 3 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 sites Auraiya of Hamirpur Sub-division, under Lower Yamuna Division, Agra , Pali of Lower Chambal Sub-Division under Chamabal Division, Jaipur Central Water Commission, Agra shall be done combinedly and order shall be placed considering total bids as one bid.**
22. **Recommended Spares:** Recommended spares for running and maintenance of ADCP for a period of Three years after prescribed 'On Site Warranty' period can be mentioned by the Bidders at any appropriate place 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 Three 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.
- Bidders may quote their rates for Comprehensive Annual Maintenance Charges for the Equipment on yearly basis per site in the prescribed Schedule of the Bid Documents for further period of Three years as 2nd AMC period after the 1st AMC period of Three years, but these shall not be considered in the financial evaluation of Bids for deciding the lowest Bidder. However, these rates of 2nd AMC for Three years shall be considered separately.
- The bidders may note that award of 2nd AMC shall be on the sole discretion of the Executive Engineer, Lower Yamuna Division, CWC, Agra and he may decide not to award 2nd AMC of work in full or part to any bidder. No claim what-so-ever shall be entertained by the Executive Engineer, Lower Yamuna Division, CWC, Agra on this account.
24. **Technical and Commercial Deviations:** The bidders are not expected to stipulate any technical or commercial deviations in their bids. However, if any bidder proposes any technical or commercial deviation, the same shall be indicated in appropriate Schedule of 'Technical Bid Document' specifying clearly whether proposed deviations have any financial implications or not. The financial bid once submitted is final and it cannot normally be allowed to be modified subsequently. However, if bidder is asked to withdraw any deviation, whether technical or commercial having financial implication as specified by the bidder in appropriate Schedule of Technical Bid, he shall be permitted to submit the supplementary Financial Bid indicating the financial implications on account of withdrawal of deviation/deviations, in a separate sealed envelope marking the envelope as 'Supplementary Financial Bid' with the name and seal of company. The supplementary Financial Bid shall be prepared and submitted as per procedure specified for original bid and it should reach the office of Executive Engineer, Lower Yamuna Division,, CWC, Agra at least one day before the due date of opening of 'Financial Bid' and the same shall be duly considered in the evaluation of 'Financial Bid' of the bidder.
25. The Executive Engineer Lower Yamuna Division, CWC Agra 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, Lower Yamuna Division,, CWC, Agra 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 Lower Yamuna 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 Hydrological Observation Circle and Yamuna 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, Lower Yamuna Division,, CWC, Agra 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, 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,
Lower Yamuna Division, CWC, Agra

भारत सरकार
GOVT. OF INDIA
केन्द्रीय जल आयोग
CENTRAL WATER COMMISSION
निचली यमुना मण्डल
LOWER YAMUNA DIVISION
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, Lower Yamuna Division,, CWC, Agra 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 up to the satisfaction of the purchaser (Executive Engineer, Lower Yamuna Division , CWC, Agra). 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 Agra/Delhi, the cost, if any, may be included in the financial bid.
- 5.0 Computer unit for down loading 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 down load 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 3 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 equipments 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. 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.
- 11.0 Location: The probable installation sites are (a) Auraiya, Hamirpur Sub-division (b) Pali, Lower Chambal Sub-division . However, exact location will be given by Engineer-in-charge or his representative at site.
- 12.0 Bids will be opened in the office of the Executive Engineer, Lower Yamuna Division,, CWC, Agra. 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 make separate package for each installation site. Each package will be marked 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 equipments & 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 Any corrections/cuttings in the Bid document shall be initialed by the bidder. Price must be quoted both in figures and words. In case of discrepancies, amount written in words will be taken as correct.
- 19.0 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.
- 20.0 Any taxes, duties, cost of exchanges on materials in respect of this contract shall be payable by the bidder.
- 21.0 It is the responsibility of the bidder to get himself familiar with the sites & the working conditions before bidding.
- 22.0 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,

भारत सरकार
GOVT. OF INDIA
केन्द्रीय जल आयोग
CENTRAL WATER COMMISSION
निचली यमुना मण्डल
LOWER YAMUNA DIVISION

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, Lower Yamuna Division, CWC, Agra 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 equipments and materials, availability of labour and working space, weather conditions or similar other physical conditions at the site having bearing on performance/ characteristics of equipments, and facilities needed particularly for installation of equipments 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, Lower Yamuna Division , CWC, Agra.

1.3 The information and data stated herein and incorporated in the bid documents elsewhere is for information only and the Executive Engineer, Lower Yamuna Division, CWC, Agra 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.
 - fully compatible with the ADCP system, hardware and software and should preferably an integrated solution.
 - DGPS should be based on satellite based augmentation system (SBAS)
 - same or stand-alone power supply
 - position accuracy of the DGPS shall be ≤ 0.25 m
 - update rate of ≤ 20 hertz
 - position conversion to the co-ordinate system used for the streams
 - 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:

I	Technology		
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 boar/bridge or cable way.	
II	ADCP		
1	Frequency requirement	Operating on a frequency of 600kHz, 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 60 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 200 cells	
8	Depth Cell size	10 cms minimum, automatically controlled by ADCP	
	Bottom tracking operation mode		
		Broadband	
	Velocity range	Up to 9m/s	
	Depth range	0.4m to 100 m	
	Accuracy	±0.25% of bottom velocity relative to ADCP, ±2mm/s	
III	Transducer		
1	Type	Phased array transducer for reduced size, weight and flow disturbance	
2	Vertical beam	Phased array (flat surface), Janus four beams at 30° beam angle Dedicated vertical beam for depth measurement up to 100m	
3	Float	Trimaran Polyethylene type (3-hull) float to maintain the ADCP transducer at a constant depth in the water with minimal water flow disturbance. To house battery and GPS Bare Weight of float ~10Kgs	
4	Internal memory	16 MB internal memory	
5	Communications	RS-232, Bluetooth	
IV	Standard sensors		

1	Temperature	Range from -5° to 45°C, Accuracy $\pm 0.5^\circ$, 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 $\pm 1^\circ$, Resolution 0.01°	
V	Power		
1	DC Point	10.5VDC to 18VDC, power not exceeding 1.5W	
	Communications Software	RS-232, 1200 to 115,200 baud. Bluetooth, 115,200 baud, 200m range.	
VI	DGPS		
1	DGPS	Smart Antena DGPS in single housing	
2	GPS Integration	GPS interface with ADCP s/w, 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

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 equipments/ 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 Lower Yamuna Division, CWC, Agra 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 Lower Yamuna Division, CWC, Agra, 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 5th days. 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 bellow:

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, Lower Yamuna Division, Central Water Commission, Agra.

7.0 Terms of Payment:

- a) The Supplier agrees to maintain the system for a period of Three 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 and at the rates given below:-
- 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 by Account payee cheque only in Indian National Rupees.
- e) The Supplier shall provide a Performance Guarantee in favor of Executive Engineer, Lower Yamuna Division, Central Water Commission, Agra 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 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 3 (Three) 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/Equipments**
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-2 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 Cuttack 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 Clause-2 of this contract.

- (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 equipments after supply and also provide on site training on usage of the equipments as well as to handle minor problems to Lower Yamuna Division, CWC, Agra's personnel.
- 8.2 The technical offer shall accompany detailed technical literature and leaflets of the equipments & accessories being offered against this bid enquiry by the bidder. The literature shall contain the detailed specifications of equipments 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 **8 years** of installation, testing and commissioning of all the equipments and bidder shall also provide at least one on-site refresher training in addition to onsite training on usage of the equipments as well as to handle minor problems as and when required by the Executive Engineer, Lower Yamuna Division, Agra 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 equipments
- 8.7 Calibration, Tool Kit and carrying case shall be supplied with the equipments. 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. However, the necessary document for Custom clearance or any other related purpose shall be arranged by the Executive Engineer, Lower Yamuna Division, CWC, Agra on written request by the contractor for the items required for this work.
- 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 Sub Divisional Engineer, Hamirpur Sub-division, CWC, Agra (Uttar Pradesh) and Lower Chambal Sub-Division, CWC, Jaipur (Rajasthan) near the installation sites.
- 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 crossed account payee cheque / draft in favour of the Contractor as per following schedule:
- 1) On submission of original invoices, commercial certificate, declaration by seller etc. for successful delivery of equipments & accessories at installation sites @ 30 % of the total amount of the equipments.
 - 2) After successful installation, testing & commissioning of the equipments and accessories and onsite training to Lower Yamuna Division, CWC, Agra's personnel @ 60 % of the total amount of equipments.
 - 3) Balance payment @ 10% of the total amount of equipments will be made after successful completion of "On Site Warranty period" of the equipments.
 - 4) 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.
- 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 equipments 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.
- 10.15 The charges for post warranty AMC, which should not be less than 3 % per year of the cost of equipment, shall be payable half yearly after the end of each half year on satisfactory performance of AMC by the supplier

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 3 Nos. of Acoustic Doppler Current Profiler
being offered
(To be submitted along with Technical Bid)

I	Technology		
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.	
II	ADCP		
1	Frequency requirement	Operating on a frequency of 600kHz, 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 60 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 200 cells	
8	Depth Cell size	10 cms minimum, automatically controlled by ADCP	
	Bottom tracking		
	operation mode	Broadband	
	Velocity range	Up to 9m/s	
	Depth range	0.4m to 100 m	
	Accuracy	±0.25% of bottom velocity relative to ADCP, ±2mm/s	
III	Transducer		
1	Type	Phased array transducer for reduced size, weight and flow disturbance	
2	Vertical beam	Phased array (flat surface), Janus four beams at 30° beam angle Dedicated vertical beam for depth measurement up to 100m	

3	Float	Trimaran Polyethylene type (3-hull) float 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	
IV	Standard sensors		
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 $\pm 1^\circ$, Resolution 0.01°	
V	Power		
1	DC Point	10.5VDC to 18VDC, power not exceeding 1.5W	
	Communications	RS-232, 1200 to 115,200 baud. Bluetooth, 115,200 baud, 200m range.	
	Software		
VI	DGPS		
1	DGPS	Smart Antena DGPS in single housing	
2	GPS Integration	GPS interface with ADCP s/w, for positioning and moving bed applications	
VII.	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, 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 8 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	
B.	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	
C.	Data collection:	The PC software shall control the data collection process, record the data in a file system on disk and report aberrations.	

D.	Monitoring: The collected data shall be graphically visualized	
E.	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	
F.	Data export: Data export to spread sheet and ASCII formats shall be supported.	
G.	Accessories: • Tools • Spare parts • Mounting brackets • Shipping case	

Date:
Place:

(Signature of Bidder along with Seal of the Company)



भारत सरकार
GOVT. OF INDIA
केन्द्रीय जल आयोग
CENTRAL WATER COMMISSION
योजना एवं अन्वेषण मण्डल
PLANNING & INVESTIGATION DIVISION

E-Tender for:

c)	Supply, Installation, Testing, Commissioning and Maintenance of “Acoustic Doppler Current Profiler with DGPS & its Accessories” at sites Auraiya of Hamirpur Sub-division, under Lower Yamuna Division Agra and Pali of Lower Chambal Sub-Division under Chambal Division, Central Water Commission, Agra.
d)	Comprehensive Annual Maintenance Charges for 3 years including replacement of material & consumables and services beyond 2 years warranty period.

SECTION-II: FINANCIAL BID DOCUMENT

Cost of Tender Document: Rs. 1150/-

Last date for online submission of e-Tender: - 14-02-2017 up to 10:00 Hrs

Date of opening of e-Tenders (Technical Bid):- 14-02-2017 at 11:00 Hrs

JANUARY, 2017

The Executive Engineer,
Lower Yamuna Division, CWC,
Q. No- 404 to 409, Sector 12C,
Avas Vikas Colony, Agra-282007.

Ph: 0562-2604424
Fax: 0562-2602268

Certified that this tender document contains 9 Pages

IMPORTANT NOTES:-

- (i) THE BIDDER SHOULD READ ALL THE INSTRUCTIONS IN THE DOCUMENT THOROUGHLY BEFORE SUBMITTING THE ONLINE BID AND ADHERE TO THE DATES GIVEN.
- (ii) The BIDDER SHALL ENSURE THAT THE CHECK LIST AS GIVEN IN THE BID DOCUMENT IS PROPERLY FILLED UP.

भारत सरकार
GOVT. OF INDIA
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CENTRAL WATER COMMISSION
निचली यमुना मण्डल
LOWER YAMUNA DIVISION

General Guidelines for the Bidders:

- 1.0 Financial Bid document in original duly filled in including Schedules F and signed by the bidder with firm's seal on each page shall be submitted as **Section-II. The Financial Bid Document shall also include dated covering letter of Bidder.**
- 2.0 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 .
- 3.0 Prices shall be F.O.R. to Installation sites with shipment by required mode of transportation inclusive of freight, packaging & forwarding and insurance charges.
- 4.0 The rates quoted shall be written both in figures as well as in words. If there is any discrepancy in the rates quoted in figures and words, the rates quoted in words shall be considered.
- 5.0 Quantity Discount, if any, shall be mentioned.
- 6.0 The rates and prices quoted shall be inclusive of all other incidental charges, if any.
- 7.0 The rates quoted by the bidder shall remain firm during the entire period of execution of 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.
- 8.0 The prices to be quoted by the Bidders shall be for the same unit as indicated in the 'Schedules'.
- 9.0 All equipment shall be delivered to the Sub Divisional Engineer, Hamirpur Sub-division, CWC, Agra, (Uttarpradesh) and Chambal Sub-Division, CWC, Jaipur,(Rajasthan) near the installation sites
- 10.0 Income tax & Service tax shall be deducted at source from the bills of the Supplier as per the prevailing rates.

- 11.0 **Payment:** Payment shall be made in Indian Rupees only through crossed account payee cheque / draft in favour of the Contractor as per following schedule:
- (i) On submission of original invoices, commercial certificate, declaration by seller etc for successful delivery of equipments & accessories at installation sites @ 30 % of the total amount of the equipments.
 - (ii) After successful installation, testing & commissioning of the equipments and accessories and onsite training to Lower Yamuna Division, CWC, Agra's personnel @ 60 % of the total amount of the equipments.
 - (iii) Balance payment @ 10% of the total amount of the equipments value will be made after successful completion of "On Site Warranty period" of the equipments.
- 12.0 The charges for post warranty AMC, which should not be less than 7 % 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.

Schedule – F (ADCP)

SCHEDULE OF QUANTITIES AND RATES/FINANCIAL QUOTE

Sl. No.	Description of Item	Unit	Rate (In figure & words)	Quantity	Amount	
					In figure	In words
1.	Supply, Installation, Testing, Commissioning and Maintenance of “Acoustic Doppler Current Profiler & its Accessories” at sites Auraiya of Hamirpur Sub-division, under Lower Yamuna Division and Pali of Lower Chambal Sub-Division under Chambal Division, Central Water Commission, Agra.	Per set		2 Jobs		
2.	Comprehensive 1 st Annual Maintenance Charges for 3 years including replacement of material & consumables and services beyond 2 years onsite warranty period.	Per year Per set		2 x 3 years		
		Total				
3.	Comprehensive 2 nd Annual Maintenance Charges for 3 years including replacement of material & consumables and services beyond 1 st 3 years AMC period.	Per year Per set		2 x 3 years		

All the prices must be in both words and figures

The evaluation for determining the lowest bid shall include:

- a) The cost of equipment at final destination;
- b) Cost of installation, testing, commissioning, maintenance and training and any other services essential for completion of works;
- c) All the taxes, octroi, levies etc. as applicable;
- d) Cost of essential spares/consumables required for running & maintenance of all the equipment for two years or the warranty period, whichever is later; and
- e) Cost of Annual Maintenance Contract for each equipment including replacement of defective material for next three (3) years beyond onsite warranty period.
- f) Financial bid without giving the above mentioned detail will summarily be rejected.

Special instructions to Bidders by TCIL for e-Tendering

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

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured 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 E-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 E-Tender®. A portal built using Electronic E-Tender's Software is also referred to as Electronic E-Tender System® (ETS).

Benefits to E-Tenderers are outlined on the Home-page of the portal

Instructions

E-Tender Bidding Methodology:

Multi Stage Envelope

Broad Outline of Activities from Bidder's Perspective:

Procure a Digital Signing Certificate (DSC)

Register on Electronic E-Tendering System® (ETS)

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

View Notice Inviting E-Tender (NIT) on ETS

For this E-Tender -- Assign E-Tender Search Code (TSC) to a MA

Download Official Copy of E-Tender Documents from ETS

Clarification to E-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 E-Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

Post-TOE Clarification on ETS (Optional)

– Respond to Central Water Commission Post-TOE queries

Attend Public Online E-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 E-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 integrity of data and authenticity/non-repudiation of electronic records, and to be compliant 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 Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the Electronic E-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 persons who will be the main person coordinating for 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 E-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 Helpdesk	
Telephone/Mobile	Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-11-26202699 (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 Person	The Executive Engineer, Lower Yamuna Division, Central Water Commission, Quarter no: 404-409, Sector 12C, Avas Vikas Colony, Agra-282007
Telephone/Mobile	Telephone/Mobile : 0562-2604424, [between 09:30 hrs to 17:00 hrs on working days]
E-mail Id	E-mail Id : lyd_agra@rediffmail.com

Some Bidding related Information for this E-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 E-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 E-Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ 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 a multi-word sentence with spaces between words (e.g. 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-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 E-Tender Opening Event (TOE), even if there is connivance between the concerned E-Tender-opening officers of the Buyer organization and the personnel of e-E-Tendering service provider

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ 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™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ 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 E-Tender

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

Public Online E-Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online E-Tender Opening Event (TOE)'. E-Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online E-Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (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 E-Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE Event

(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 ‘E-Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online E-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 E-Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online E-Tender Opening Event (TOE)’ covering all important activities of ‘Online E-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 E-Tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home-page 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 E-Tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first E-Tender on ETS viz ‘Date and Time of Closure of Procurement of E-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 E-Tender you will also 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 E-Tender submission deadline on ETS
4. Submit your bids well in advance of E-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 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. ETS will make your bid available for opening during the Online Public E-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 Pack 3)

Broadband connectivity

Microsoft Internet Explorer 6.0 or above

Digital Certificate(s)