



E- TENDER DOCUMENT
for
Procurement of Bridge outfit and Meteorological equipments.



NIT No.: CWC/22/2016-17/MD/GNR

Certified that this tender document contains 46 Pages including this page

BID TO BE

SUBMITTED BY: 02/02/2017 (Up to 16:00 hrs.)

BID TO BE OPENED ON: 03/02/2017(At 11:00hrs.)

Executive Engineer, Mahi Division, CWC, Gandhinagar

Email ID : eemdgnr-cwc@gov.in

January - 2017

Government of India
Central Water Commission
Mahi Division

Name of Supply:- Supply of Bridge outfit and meteorological equipments..

E- Tender No.	CWC/22/2016-17/MD/GNR
Estimated cost put to tender	Rs 5,32,463.00
Earnest Money Deposit	10,650.00
Date & Time of Pre-bid Meeting	NA
Last date & Time of submission of E-Tender	02/02/2017 up to 16.00 Hrs
Date & Time of opening of Technical bid	03/02/2017 at 11.00 Hrs
Cost of Tender Document	Rs. 500/-

List of Contents

S.No	Contents	Page No
1	Notice Inviting E- Tender	5
2	Notice Inviting Tender (CPWD-6)	7
3	Additional Instruction to Tenderers	11
4	Tender & Contract for Works (CPWD-7/8)	20
5	Scope of supply	26
6	Special Conditions of Contract	27
7	Schedule of Quantities	39
8	Financial Bids	40
9	Technical Specifications	41
10	Key events and dates	42
11	Contract Form	44
12	Performance statement	45
13	Manufacturers' Authorization Form	46

CHECK LIST

Please tick the appropriate column.

SL. NO.	DOCUMENT	ENCLOSED	
		YES	NO
1.	Signed Covering Letter of Bidder		
2.	Original Tender Document including Schedule of Quantities and Financial Tender Format duly signed on each page		
3.	Earnest Money Deposit in form as specified in Tender document		
4.	Whether Unit Rate of Items quoted in both Figure and Words		
5.	Whether Gross Amount of Tendered Value quoted in both Figure and Words		



Baart sarkar

Government of India

jala sasaaQana, nadl ivaKasa eva gagaa sarxaNa ma~alaya

Ministry of Water Resources, River Development & Ganga Rejuvenation

AiQaSaasal AiBayata ka kayaalaya
maahl maDla
kndliya jala Aayaaga
gaaQalnagar



Office of The Executive Engineer
Mahi Division
Central Water Commission
Gandhinagar

p~ak : 09/04/2015/HQ-MD/381-86

idnaak : 19.01.2017

NOTICE INVITING E-TENDER

NIT No: CWC/22/2016-17/MD/GNR date 19.01.2017

The Executive Engineer, Mahi Division, CWC, 3rd Floor, Narmada Tapi Bhawan, Sector-10 A, Gandhinagar, Phone No. 079-23239509 Fax No. 079-23239509 invites item rate online e-tenders on behalf of President of India, comprising of technical and financial bids from Original Equipment Manufacturers (OEM)/ Authorised dealers for the Procurement of Bridge outfit and Meteorological equipments.

Name of supply	Estimated cost (Rs.)	Earnest Money Deposit (EMD) (Rs.)	Cost of Tender Form (Rs.)	Period of completion
E-Tender for Procurement of Bridge outfit and Meteorological equipments.	5,32,463.00	10,650.00	500/-	30 Days (Thirty)

1. Last date of submission of on line Tender is 02/02/ 2017 up to 16.00 Hrs.
2. Technical bids will be opened at 11.00 Hrs onwards on 03/02/ 2017.

The interested tenderers shall download the tender document and other details from the website <http://eprocure.gov.in/cppp/>, the Central Public Procurement Portal of Government of India or TCIL's e- tendering portal www.tcil-india-electronictender.com. The same is also available at tender page on the CWC website at <http://www.cwc.nic.in> . However, their tenders shall only be

accepted on receipt of the cost of tender document as specified before submission of the tender document. The Tender cost shall be paid through A/C payee Demand Draft (non - refundable) drawn on any scheduled bank in favour of the Executive Engineer, Mahi Division, CWC, Gandhinagar payable at Gandhinagar.

Sd/-

Executive Engineer
For & on behalf of President of India

Copy to :

1. The Chief Engineer, NTBO, CWC, Gandhinagar.
2. The Superintending Engineer, HOC, CWC, Gandhinagar.
3. Assistant Account officer, Mahi Division, CWC, Gandhinagar & request to present at the time of opening of online bid.
4. Assistant Director-II, Mahi Division, CWC, Gandhinagar & request to present at the time of opening of online bid.
5. Junior Engineer (HQ) Mahi Division, CWC, Gandhinagar and directed upload the tender in website of TCIL, CPP portal & CWC website.
6. Notice board of Mahi Division, CWC, Gandhinagar.

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
MAHI DIVISION

NOTICE INVITING TENDER

The Executive Engineer, Mahi Division, CWC, Gandhinagar, invites, on behalf of President of India, item rate e-tenders comprising of technical and financial bids from Original Equipment Manufacturers (OEM)/ Authorised dealers for the Procurement of Bridge outfit and Meteorological equipments.

1.
 - 1.1 The supply of goods is estimated to cost Rs.5, 32,463.00. This estimate, however, is given merely as a rough guide.
 - 1.2 Intending Tenderer is eligible to submit the tender, provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar supplies.
 - 1.3 Similar works means successful supply, testing & demonstration of Bridge outfit and Meteorological equipments to any Central/State or Public sector unit during last 5 years.
2. **Eligibility Criteria:** Tender shall be issued only to eligible firm who fulfils following qualifying requirements:
 - 2.1 They should have a Valid PAN No. /VAT No. (Copy to be enclosed).
 - 2.2 They should have a Valid Service Tax Registration No.
 - 2.3 They should have valid Sales Tax Registration No
 - 2.4 The Firm should have a minimum experience of five years in the field of supply, testing & demonstration of Bridge outfit and Meteorological equipments to Government / public Sector undertaking
3. The location of supply is "Office of the Executive Engineer, Mahi Division, CWC, 3rd Floor, Narmada Tapi Bhawan, Sector-10A, Gandhinagar-328010 (Gujarat).
4. Tender Document is available on TCIL website URL <https://www.tcil-india-electronictender.com>, Central Public Procurement (CPP) Portal URL www.eprocure.gov.in and CWC website URL www.cwc.gov.in. The bids shall be submitted online at TCIL web URL <https://www.tcil-india-electronictender.com> upto 16.00 Hrs. of 02/02/2017.
5. The tender documents can be download online from www.cwc.gov.in or can be issued from the office of "Executive Engineer, Mahi Division, CWC, 3rd Floor, Narmada Tapi Bhawan, Sector10A, Gandhinagar" between 11.00 hrs of 20/01/2017 to 16.00 hrs of 30/01/17 every day except Sundays & Second Saturday of the month & public Holidays

6. On payment of (non-refundable) Rs. 500.00 (Rupees five hundred only), as the cost of the tender document and in case, the tender has been downloaded from the website (www.cwc.gov.in), at the time of submission of tenders, the firm has to enclose demand draft of **Rs 500.00** in favour of **“Executive Engineer, Mahi Division, CWC, Gandhinagar”** drawn on any scheduled bank and payable at Gandhinagar towards the cost of tender documents.
7. The bidder has to submit following documents in hard copy in a sealed envelope before last date and time of submission of online bid, otherwise the bid will not be considered for opening:
 - (i) Demand Draft towards tender fee in original in sealed envelope..
 - (ii) Demand Draft towards Earnest Money Deposit (EMD) in original in sealed envelope.
 - (iii) Pass Phrase for bid submitted in online on TCIL in separate sealed envelope
8. Agreement shall be drawn with the successful tenderer on prescribed Form No. CPWD7/8, which is available as a Govt. of India Publication. Tenderer shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
9. The time allowed for carried out the supply will be **30(Thirty) days**.
10. The site for the supply is available.
11. Tenders, which should always be placed in sealed envelope, with the name of supply and due date of opening written on the envelopes, will be received by this office upto 04.00 P.M. on 02/02/2017 and will be opened by the Executive Engineer, Mahi Division, Central Water Commission, Gandhinagar in his office on 03/02/2017 at 11.00 A.M.
12. Earnest Money in the form of Demand Draft or Fixed Deposit Receipt (drawn in favour of Executive Engineer, Mahi Division, Central Water Commission, Gandhinagar) shall be scanned and uploaded to the e-Tendering website within the period of bid submission and original should be deposited in office of the Executive Engineer, Mahi Division, Central Water Commission, Gandhinagar.

Interested tenderer who wish to participate in the tender has also to make following payment in the form of or Demand Draft any Scheduled Bank and to be scanned and uploaded to the e-Tendering website within the period of bid submission.

 - (i) Cost of Tender Document- Rs 500/- drawn in favour of Executive Engineer, Mahi Division, Central Water Commission, Gandhinagar
 - (ii) Demand Draft or Fixed Deposit Receipt against EMD, Cost of Tender Document be placed in single sealed envelope superscribed “Earnest Money, Cost of Tender Document” with name of supply and due date of opening of the tender also mentioned.

Copy of OEM certificate, OEM authorisation certificate, certificate of previous successful completion of similar supply and other documents shall be scanned and uploaded to the e-Tendering website within the period of bid submission and

certified copy of each shall be deposited in a separate envelope marked as “Other Documents”.

Both the envelopes shall be placed in another envelope with due mention of Name of supply, date & time of opening of bids and to be submitted in the office of Executive Engineer, Mahi Division, Central Water Commission, 3rd Floor, Narmada Tapi Bhawan, Sector-10A, Gandhinagar-382010 (Gujarat) up to last date & time of submission of tender.

Online bid documents submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit, Cost of Tender Document and other documents placed in the envelope are found in order.

The tender submitted shall be opened at 11.00 AM on 03/02/2017

13. The submitted tender shall become invalid and cost of tender document shall not be refunded if:
- (i) The bidder is found ineligible.
 - (ii) The bidder does not upload all the documents (including service tax registration /VAT registration/Sales Tax registration) as stipulated in the bid document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
14. The tenderer whose tender is accepted will be required to furnish Performance guarantee of 5% (Five Percent) of the bid amount within the period specified in Schedule ‘F’. This guarantee shall be in the form Demand Draft of any scheduled bank/ Securities or Fixed Deposit Receipts or Guarantee Bonds of any scheduled bank or the State Bank of India in accordance with the prescribed form. In case the tenderer fails to deposit the said performance guarantee within the period as indicated in schedule ‘F’, including the extended period if any, the Earnest Money deposited by the tenderer shall be forfeited automatically without any notice to the tenderer.
15. Intending Tenderers are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting the tenders. They may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and made himself aware of the scope and specifications of the supply to be done.
16. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
17. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable for rejection.

18. The competent authority on behalf of the President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
19. The tenderer shall not be permitted to tender for works in the CWC Circle responsible for award and execution of contracts, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer of the concerned Circle, and Sub divisional Engineer / Junior Engineer (all inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Water Commission or in the Ministry of Water Resources, River Development & Ganga Rejuvenation (MoWR, RD & GR). Any breach of this condition by the tenderer would render his tender liable to be rejected.
20. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
21. The tender for the supplies shall remain open for acceptance for a period of sixty (60) days from the date of opening of bids. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the supply.
22. This notice inviting Bid shall form a part of the contract document. The successful bidder/firm, on acceptance of his bid by the Accepting Authority shall within 15 days from stipulated date of start of supply, sign the contract consisting of:-
- (a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the same the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- (b) Standard C.P.W.D. Form 7/8

Sd/-

Executive Engineer,
Mahi Division
For and on behalf of President of India

ADDITIONAL INSTRUCTIONS TO TENDERERS

The Executive Engineer, Mahi Division, CWC, Gandhinagar, invites, on behalf of President of India, item rate e-tenders from Original Equipment Manufacturers (OEM)/ Authorised suppliers for the following supply

NI T No	Name of supply & location	Estimated cost put to tender	Earnest Money Deposit	Period of completi on	Last date & time of submission of bid	Period during which EMD, cost of bid document and other document shall be submitted	Time & date of opening of bid
CWC/22/2016-17/MD/GNR	Supply of Bridge outfit and meteorologi cal equipments	5,32,463/-	10,650/-	30 (Thirty) Days	Date: 02/02/2017 Time: 16.00 Hrs.	Date 02/02/2017 Time: 16.00 Hrs.	Date: 03/02/2017 Time: 11.00 Hrs

1) At any time prior to the deadline for submission of bids, the department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the bidding documents by amendment in writing, which will be binding on all the Tenderers.

2) The bid prepared by the Tenderer, as well as all correspondence and documents relating to the bid exchanged by the Tenderer and the department shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation in English Language shall govern.

3) All corrections/ cuttings/over writings in the tender document shall be initialled by the Tenderer.

4) The technical bid prepared and upload by the Tenderer shall comprise the following components:

- a) Technical specifications of the offered equipment with comparison sheet with the specifications as required in the tender documents. The specifications of the equipment shall include the brand name and manufactures details for each component;

- b) All the terms and conditions clearly indicating variation, if any, with tender requirements;
 - c) Documentary evidence to establish that the Tenderer is eligible to bid and is qualified to perform the contract if the bid is accepted;
 - d) Documentary evidence to establish that the goods to be supplied by the Tenderer are as per specifications and conform to the bidding documents;
 - e) Earnest Money Deposit in prescribed form; and
 - f) Original tender with schedule of quantities without any pricing information.
 - h) "Only such type of equipment or its upgrades shall be quoted which are working satisfactorily at least for the last two years". The Tenderer will furnish the definite proof to this effect from the user.
- 6) The financial bid shall comprise the following components:
- a) Schedule of Quantities and Financial Bid Format duly completed
- 7) **Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractor/Tenderer for the e-submission of the bids online through TCIL portal. The tender notice is also available at www.eprocure.gov.in and www.cwc.nic.in**
- For the evaluation and submission purpose only online bid is permissible. However, the bidder are requested to submit the hard copies of the bids in the office of Executive Engineer, Mahi division, CWC Gandhinagar, on or before opening e-tender, that would only be for reference, and cannot be construed as a substitute of online bid.**
- 8) Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>, and CWC website www.cwc.nic.in and CPPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum /amendment
- Please Note:** 1. Bidders are requested to submit their technical bids with all the supporting documents in the above order only for the purpose of technical evaluation. Those bids not meeting this criterion shall be summarily rejected.
2. Wholly owned subsidiary can include the experience of its parent company.
- 10) The prices quoted shall be F.O.R. destination i.e. office of the Executive Engineer, Mahi Division, CWC, 3rd Floor, Narmada Tapi Bhawan, Sector-10A, Gandhinagar-382010 (Gujarat) and inclusive of all duties and taxes including Custom Duty, Octroi, VAT, service tax, Entry and Other taxes etc. and no additional amount on the quoted prices shall be paid on account of such duties, taxes and Octroi etc.

- 11) Fixed price: Prices quoted by the Tenderer shall be fixed during the validity period of the Contract and not subject to variation on any account. A Tender submitted with an adjustable price quotation is liable to be treated as non-responsive and rejected.
- 12) Prices shall be quoted in **Indian Rupees only**.
- 13) The Tenderer shall furnish, as part of its Tender, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Tenderer proposes to supply under the Contract.
- 14) The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings and data, and shall consist of:
 - a. A detailed description of the essential technical and performance characteristics of the goods.
 - b. A list giving full particulars, including available sources and current prices of spare parts, special tools, etc. necessary for the proper and continuing functioning of the goods for a period of five years, following commencement of the use of the goods by the Department, and
 - c. An item-by-item comments on the department's technical specifications demonstrating substantial responsiveness of the goods to those specifications or a statement of deviations and exceptions to the provisions of the technical specifications.
- 15) For purposes of the comments to be furnished, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the department in its technical specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates, to the department's satisfaction, that the substitutions ensure substantial equivalence to those.
- 16) In order to be eligible for bidding, in addition to other conditions, the prospective bidder shall, demonstrate successfully, at his own cost. Satisfactory performance of goods as per directions of the Engineer in Charge.
- 17) Tenders from Agents/dealers, without proper authorization from the manufacturer, shall be treated as non-responsive.
- 18) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the contractor does not accept the correction of errors, its tender will be rejected.
- 19) The department will evaluate and compare tender which have been determined to be substantially responsive and the financial tender shall be opened only of the Tenderers whose technical bids are found acceptable.

- 20) The evaluation of Financial Bids shall include, the cost of equipment including the taxes, octroi, levies etc. as applicable at final destination.
- 21) The Tenderer shall not contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Department, it should do so in writing.
- 22) An affirmative determination will be a prerequisite for award of the work to the contractor.
- 23) The department reserves the right at the time of contract award to increase or decrease by up to **20% the quantity of goods originally** specified in the Schedule of Quantities & Financial Bid Format without any change in unit price or other terms and conditions.
- 23) Attention of the tenderers is drawn to the Clause 1 and Clause 1(A) of Standard Contract Conditions under CPWD Forms 7/8 regarding the deduction of security deposit.

24) SPECIAL INSTRUCTIONS TO BIDDERS BY TCIL FOR E - TENDERING

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

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

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

Instructions

Tender Bidding Methodology: Single Stage Envelope

Broad Outline of Activities from Bidder's Perspective:

Procure a Digital Signing Certificate (DSC)

Register on Electronic Tendering System® (ETS)

Create Marketing Authorities (MAs),

Users and assign roles on ETS

View Notice Inviting Tender (NIT) on ETS

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

Download Official Copy of Tender Documents from ETS

Clarification to Tender Documents on ETS

Query to Central Water Commission (Optional)

View response to queries posted by Central Water Commission

Bid-Submission on ETS

Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

Post-TOE Clarification on ETS (Optional)

– Respond to Central Water Commission Post-TOE queries

Attend Public Online Tender Opening Event (TOE) on ETS

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

(Only for Technical Responsive Bidders)

Participate in e-Reverse Auction on ETS

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

Digital Certificates

For 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 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 'Contractor 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 Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for

timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

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

TCIL/ ETS Helpdesk Telephone/ Mobile Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-1126202699 (Multiple lines) Emergency Support Mobile Numbers: +919868393775, 9868393717, 9868393792 E-mail ID ets_support@tcil-india.com

Some Bidding related Information for this Tender (Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows: Submission of Bid-Parts/ Envelopes Single-Part Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD), Submission of digitally signed copy of Tender Documents/ Addendum Submission of General Terms and Conditions (with/ without deviations), Submission of Special Terms and Conditions (with/ without deviations).

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below: As part of the Electronic Encrypted™ 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-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ 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 tender.

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

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

OR

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 Contractor organization to the e-tendering server/ portal. Public Online Tender Opening Event (TOE) ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Contractor organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE 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 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the

Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens. ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Contractor 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 Centre. The help information provided through 'ETS User-Guidance Centre' 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 Contractor 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 Contractor organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will 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 tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each bidder to remember and securely store the Pass Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to '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 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 core i3, 3.4 GHz, 4 GB DDR 3, 500GB HDD, Windows 7 professional), Broad band connectivity, Microsoft Internet Explorer 6.0 or above, Digital Certificate(s).

GOVERNMENT OF INDIA

CENTRAL WATER COMMISSION

STATE : Gujarat

ORGANISATION : Narmada & Tapi Basin Organisation,

CIRCLE : Hydrological Observation Circle

DIVISION : Mahi Division

Tender & Contract for Supply: Procurement of Bridge outfit and Meteorological equipments..

To be submitted online up to 16.00 hours on **02/02/2017** to the Executive Engineer, Mahi Division , CWC, Gandhinagar

To be opened online in presence of tenderer(s) or their authorized representatives who may be present at 11.00 hours on **03/02/2017** in the office of the Executive Engineer, Mahi Div, CWC Gandhinagar.

Issued to _____

(Contractor)

Signature of officer issuing the documents _____

Designation _____

Date of Issue _____

TENDER

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

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions with such materials as are provided for, by, and in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **sixty (60)** days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs.10, 650.00 (**Rupees ten thousand six hundred fifty only**) is hereby forwarded in demand draft of schedule bank/fixed deposit receipt of a schedule bank issued by a schedule bank as earnest money. If I/We fail to commence work as specified, I/We agree that said

President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money absolutely; otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F'.

A copy of earnest money in demand draft of schedule bank/fixed deposit receipt issued by a schedule bank is scanned and uploaded (**strike out as the case may be**) as earnest money.

I/we have already furnished security to the President of India in lieu of earnest money and have deposited with the Executive Engineer, Mahi Division, CWC, Gandhinagar, a lump sum security of

Rs.as earnest money in individual cases & I/We, therefore claim exemption in terms of the Bond executed by me/us and bearing no. dt. __/__/__ against the necessity of depositing earnest money in respect of the above tender for work. I/We agree that should the President of India or his successors in office decide to forfeit earnest money mentioned for this work, unless a sum equal to the earnest money is paid by us forthwith, the competent authority, for President of India may at his option recover it out of the deposit and in the event of deficiency, out of any other money due to me/us under this contract or otherwise.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the President of India and the same may at the option of the competent authority on behalf of the President of India be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

Dated.....

Signature of Contractor
Postal Address

Witness:

Address:

Seal

Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs. _____
(Rupees _____)

The letters referred to below shall form part of this contract Agreement:

- i)
- ii)
- iii)

For & on behalf of President of India

Signature.....

Dated.....

Designation.....

SCHEDULES

SCHEDULE ‘A’- Schedule of quantities (Enclosed)

SCHEDULE ‘B’- Not applicable

(Schedule of materials to be issued to the contractor)

SCHEDULE ‘C’ - Not applicable

(Tools and plants to be hired to the contractor)

SCHEDULE ‘D’ – Additional instruction to bidders, Scope of Supply, Special Conditions of Contract and & Technical specifications.

(Extra Schedule for specific requirement/document for the work if any)

SCHEDULE ‘E’ - Not Applicable

(Schedule of component of Materials, Labour etc. for escalation.)

SCHEDULE ‘F’- Reference to General Conditions of Contract as applicable for Tenders invited under CPWD Form 7/8. :

Name of supply: Procurement of Bridge outfit and Meteorological equipments.

ia	Estimated cost of work put to tender	Rs. 5,32,463.00
ib	Earnest money	2% of Estimated Cost put to Tender i.e. Rs.10,650.00
ii	Performance guarantee	5% of contract price
iii	Security Deposit	5% of contract price
	General Rules & Directions:	
	Officer inviting tender	Executive Engineer, Mahi Division, CWC, Gandhinagar
	Definitions:	Additional definitions as per conditions of contract clause 1
2(v)	Engineer-in-Charge	Executive Engineer, Mahi Division, CWC, Gandhinagar
2(viii)	Accepting Authority	Executive Engineer, Mahi Division, CWC, Gandhinagar
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	Not Applicable
2(xi)	Standard Schedule of Rates	Not applicable

2(xii)	Department	Central Water Commission
9(ii)	Standard CPWD Contract Form	Standard CPWD Contract Form GCC 2014, CPWD Form-7/8 modified & corrected up to date.
	Clause 1	
i.	Time allowed for submission of Performance Guarantee from date of issue of letter of acceptance.	10 Days
ii	Maximum allowable extension beyond the period (provided in i)above	5 days
	Clause 2	
	Compensation for Delay	Applicable
	Authority for fixing compensation under clause 2	Executive Engineer, Mahi Division, CWC, Gandhinagar
	Clause 2 A	
	Incentive for early completion	Not Applicable
	Clause 5	
	Number of days from date of issue of letter of acceptance for reckoning date of start of work	15 Days
	Time allowed for execution of supply	30 Days
	Authority to decide Extension of time	Executive Engineer, Mahi Division, CWC, Gandhinagar
	Clause 6 & 6A	
	Clause applicable – (6 or 6A)	Clause applicable - 6
	Clause 7	
	Payment on intermediate certificate	Not applicable
	Clause 10 A	Not applicable
	Clause 10 B(ii)	Not applicable
	Clause 10C	Not applicable
	Clause 10CA	Not applicable
	Clause 10 CC	Not applicable

	Clause 11	
	Specifications to be followed for execution of supply	Applicable, as per Scope of Work and Technical Specifications etc.
	Clause 12	
	Deviation	Not applicable
	Clause 16	
	Competent Authority for deciding reduced rates	Not applicable
	Clause 18	
	List of mandatory machinery, tools & plants to be deployed by the bidder at site.	Not applicable
	Clause 36(i)	
	Requirement of Technical Representative(s) and recovery rate	Not applicable
	Clause 42	
	Not applicable	

Note:- All the other clauses of the GCC of CPWD shall be applicable which have not been mentioned above. The special condition of contract will supersede the clauses of GCC and shall be treated as final.

.....X.....

SCOPE OF SUPPLY

The Bidder shall be required to provide all of the following services:

- i. The Executive Engineer, Mahi Division, CWC, Gandhinagar, invites, on behalf of President of India, item rate (open system bids) e-Tenders comprising of technical and financial bids from Original Equipment Manufacturer (OEM) and authorized dealers for Procurement of Bridge outfit and Meteorological equipments..
- ii. Performing on-site assembly, start-up of the supplied Goods and testing & demonstration.
- iii. Supply of tools required for assembly and /or maintenance of the supplied Goods.
- iv. Supply of detailed operations and maintenance manual in original along with two (2) copies of each for each appropriate unit of supplied Goods.
- v. In case of any conflict arising in interpretation of any Para of NIT, the decision of the Accepting Authority shall be final & binding.

.....X.....

SPECIAL CONDITIONS OF CONTRACT

Table of Clauses

1. Definitions
2. Application
3. Country of Origin
4. Standards
5. Use of Contract Documents and Information, Inspection and audit by the GOI
6. Patent Rights
7. Inspections and Tests
8. Packing
9. Transportation and delivery
10. Site Preparation and installation
11. Incidental Services
12. Spare parts
13. Warranty
14. Maintenance Service
15. Measurement
16. Payment
17. Prices
18. Change Orders
19. Contract Amendments
20. Assignments
21. Sub contracts
22. Delay in Contractor's Performance
23. Liquidated Damages
24. Termination for Default
25. Force Majeure
26. Termination for Insolvency
27. Termination for Convenience
28. Resolution of Disputes
29. Governing Language
30. Applicable Law
31. Notices

1. Definition:

In this Contract, the following terms shall be interpreted as indicated:

“The Engineer-in-charge” Executive Engineer, Mahi Division, CWC, Gandhinagar or his authorised representative.

“The Contract:” means the agreement entered into between the Department and the Contractor, as recorded in the Contract Form signed by the parties, including all

amendments, attachments and appendices thereto and all documents incorporated by reference therein.

“The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

“The consignee” means the Executive Engineer, Mahi Division, CWC, 3rd Floor, Narmada Tapi Bhawan, Sector10A, Gandhinagar-382010 (Gujarat).

“The Goods” means all of the equipment, machinery and / or other materials which the Contractors are supposed to supply, to the Department under the contract..

“The Department” means Central Water Commission through Executive Engineer, **Mahi Division**, CWC, Gandhinagar for & on behalf of President of India.

“The Tenderer/ Bidder/ Contractor/ Vendor/firm” means the individual or firm supplying the Goods under this contract.

“The Project Site” where applicable, means the place or places named in Conditions of Contract.

“Day” means calendar day.

2. **Applications:** These conditions shall supplement / modify the General Conditions of the Contract.

3. **Country of Origin**

- 3.1 For purposes of this Clause, “Origin” means the place where the Goods were mined, grown, or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.2 The origin of Goods and Services is distinct from the nationality of the Contractor.

4. **Standards**

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to latest Bureau of Indian Standards. Such standards shall be the latest issued by the concerned institution.

5. **Use of Contract Documents and Information Inspection and audit by the Government of India**

- 5.1 The Tenderer shall not, without the Engineer in-charge’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing,

pattern, sample or information furnished by or on behalf of the President of India in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The Tenderer shall not, without the Engineer in-charge's prior written consent, make use of any document or information enumerated in Clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, enumerated in Clause 5.1 shall remain the property of the Department and shall be returned (all copies) to the department on completion of the Contractor's performance under the contract if so required by the Engineer in-charge.
- 5.4 The Tenderer shall permit the authorized representative of the Engineer in-charge to inspect the contractor's accounts and records relating to the performance of the bidder and to have them audited by auditors appointed by the Engineer in-charge Department if so required by the Engineer in-charge Department
- 6. **Patent Rights:** The tenderer shall indemnify the Engineer in-charge against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in India.

7. **Inspections and tests**

- 7.1 The Engineer in-charge or its representative shall have the right to inspect and / or test the Goods to confirm their conformity to the contract specifications at no extra cost to the department. The technical specifications shall specify what inspections and tests the Engineer in-charge requires and where they are to be conducted. The Engineer in-charge shall notify the bidder in writing, in a timely manner, of the identity of any representatives retained for these purposes. TA/DA of the inspection team will be borne by the department.
- 7.2 The inspections and tests may be conducted on the premises of the bidder), at point of delivery, and / or at the Good's final destination. If conducted on the premises of the Bidder, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors authorized by Engineer in-charge's at no charge to the department.
- 7.3 Should any inspected or tested Goods, fail to conform to the specifications, the Engineer in-charge may reject the Goods and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Department.

- 7.4 The Engineer in-charge's right to inspect, test and, where necessary, reject the goods after the goods' arrival in the Department's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Engineer in-charge or its representative prior to the Goods shipment from the country of origin. Nothing shall in any way release the Bidder from any warranty or other obligations under this contract.
- 7.5 The inspection of the Goods shall be carried out by the Inspectors (Engineer in-charge or his authorized representatives) to check whether the Goods are in conformity with the technical specifications attached to the contract agreement and shall be in line with the inspection/test procedures laid down in the Technical Specifications.
- 7.6 Before the goods and equipment are taken over by the Department, the Bidder shall supply operation and maintenance manuals together with drawings of the goods. These shall be in such detail as will enable the Department to operate, maintain, adjust and repair all parts of the works as stated in the technical specifications.
- 7.7 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the Technical specifications.
- 7.8 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Department..
- 7.9 Acceptance Certificates: On successful completion of acceptability test, receipt of deliverables etc, and after the Department is satisfied with the working on the system, the acceptance certificate will be issued as under:

8. Packing

- 8.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit, and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in clause 8.3, and in any subsequent instructions ordered by the Engineer in-charge.
- 8.3 Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink with the following:

- i) Project; (ii) Contract No.; (iii) Country of Origin of Goods; (iv) Bidder's Name; (v) Packing List Reference number.

9. Transportation & Delivery

- 9.1 The Tenderer is required under the Contract to transport the Goods to a specified place of destination defined as project site. Transport of Goods to such place of destination including insurance, shall be arranged by the Bidder, and the related cost shall be included in the Contract Price.
- 9.2 Arrangement for secure storage of the goods at designated location shall be responsibility of the Bidder. The Department may, if available, provide such unsecured accommodation as may be available for the purpose on a specific request from the bidder. Watch & ward of the same has to be arranged by bidder at his expenses.
- 9.3 Delivery of the Goods shall be made by the Tenderer in accordance with the terms specified by the Department in the Notification of Award.
- 9.4 Tenderer shall be responsible till the entire stores ordered for arrive in good condition at destination and are tested& demonstrated.

10. Incidental Services

The Tenderer shall be required to provide any or all of the following services:

- i. Performance or supervision of the on-site assembly and/or start-up of the supplied Goods.
- ii. Furnishing of detailed operations, repair and maintenance manual for each appropriate unit of supplied Goods.
- iii. The travel, boarding, lodging and other payment to his staff for testing, demonstration, at the sites shall be the responsibility of the Bidder.

11. Spare parts

- 11.1 The Tenderer is required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured or distributed by the Supplier.
 - a) Such spare parts as the Department may elect to purchase from the Tenderer, providing that this election shall not relieve the Bidder of any warranty obligations under the Contract; and
 - b) In the event of termination of production of the spare parts;

- i. Advance notification to the Department of the pending termination, in sufficient time, to permit the Department to procure needed requirements; and
- ii. Following such termination, furnishing at no cost to the Department, the blue prints, drawings and specifications of the spare parts, if requested.

12. Warranty

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

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

13 Measurement

- 13.1 The measurements shall be carried out as per procedure.
- 13.2 Engineer-in charge shall designate a Junior Engineer, who will be responsible for recording the measurements and forwarding the same to Engineer-in-charge.
- 13.2 The Junior Engineer shall acknowledge the receipt of Goods subject to further verification and settlement at the time of testing & demonstration at site by way of signing the delivery Challan in triplicate and shall handover two copies of the same to Bidder.
- 13.3 The Tenderer shall transport required goods for installation at project site and shall unpack and get the individual components, equipment, consumables and spares verified in terms of their numbers and quantities by the Junior Engineer..
- 13.4 The Tenderer shall also demonstrate performance as a whole at the site.
- 13.5 The Engineer-in-charge shall issue a Completion Certificate after successful completion of whole supply, testing & demonstration.

14 Payment

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

- 16.1 Payment shall be made in Indian Rupees only. The payment will be released through a crossed account payee cheque/demand draft in favour of the supplier drawn on SBI, Gandhinagar.
- 16.2 The payment shall be made only on complete supply of materials and after testing & providing operating demonstration in all respect by raising the bills in triplicate against Executive Engineer, Mahi Division, CWC, Gandhinagar whichever is later.
- 16.3 Deductions from the bill:
- 16.3.1 Security Deposit shall be deducted as per Clause 1 and Clause 1(A) of Standard/General Contract Conditions under CPWD Forms 7/8.
- 16.3.2 The Income tax as applicable shall be deducted at source from the bill as per admissible rate.
- 16.3.3 Certificate on account of taxes payable/paid to the Government shall be given to the supplier.
- 16.3.4 No other certificate for claiming any other tax exemptions shall be given.
- 16.3.5 The supplier shall be responsible for payment of all taxes and levies as per prevailing Govt. rules. A declaration in this regard is required to be submitted by the Contractor before release of payment

17. Prices

Prices payable to the supplier as stated in the contract shall be firm and not subject to adjustment during the performance of the contract, i.e., warranty period Prices quoted shall be inclusive of all taxes and duties levied at the country of origin or in India.

18. Change Orders

The Engineer in-charge, may at any time, by a written order given to the Supplier, make changes within the general scope of the contract in any one or more of the following:

- 18.1 Drawings, designs, or specifications, where Goods to be furnished under the contract are to be specifically manufactured for the Department.
- 18.2 The method of shipment or packing;
- 18.3 The place of delivery; and / or

- 18.4 If any such change causes an increase or decrease in the cost of, or the time required for, the contractor's performance of any provisions under the contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the change order.

19 Contract Amendments:

Subject to Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment agreed and signed by the parties.

20 Assignments

The contractor shall not assign, in whole or in part to the other firm/person, its obligations to perform under this Contract, except with the Engineer Incharge, prior written consent.

21 Sub-contracts

Sub-contracts must comply with the provisions of Clause 3 of General Conditions of Contract.

22. Delays in the contractor's Performance

- 22.1 Delivery of the Goods shall be made by the Supplier in accordance with the time schedule prescribed by the Engineer –in-charge in the Schedule of Requirements.

- 22.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods, the Supplier shall promptly notify the Engineer –in-charge in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Engineer-in-charge shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages,

- 22.3 Except as provided under Clause 25, a delay by the Supplier in the performance of obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Clause 23 unless an extension of time is agreed upon pursuant to Clause 22.2 without the application of liquidated damages.

23 Liquidated Damages

Subject to Clause 25, if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, the Engineer –in-charge shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified of the delivered price of the delayed Goods for each week or part thereof delay until actual delivery or performance, up to a maximum deduction of the percentage specified .Once the

maximum is reached, the Engineer –in-charge may consider termination of the Contract pursuant to Clause 24. The applicable rate is 1.5% per month of delay computed on per day basis and the maximum deduction is 10% of the contract price.

24. Termination for Default

- 24.1 The Engineer –in-charge, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part.
- 24.1.1 If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Department pursuant to Clause 22.2.
- 24.1.2 If the Supplier fails to perform any other obligation(s) under the contract.
- 24.1.3 If the Supplier, in the judgment of the Engineer –in-charge, has engaged in corrupt or fraudulent practices in competing 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 the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Department, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Department of the benefits of free and open competition.

- 24.2 In the event the Department terminates the Contract in whole or in part, pursuant to Clause 24.1, the Department may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered and the supplier shall be liable to the Engineer –in-charge for any excess costs for such similar Goods. However, the supplier shall continue performance of the Contract to the extent not terminated.

25 Force Majeure

- 25.1 Notwithstanding the provisions of Clause 22, 23 and 24, the Contractor shall not be liable for forfeiture of performance security liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform the obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable.

Such events may include but are not restricted to, acts of the Engineer- in-charge in its sovereign capacity, wars or revolutions, fires, epidemics, quarantine restrictions, and freight embargos.

- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Engineer – in-charge in writing of such condition and the cause thereof. Unless otherwise directed by the Engineer –in-charge in writing, the Supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek, all reasonable alternative means for performance not prevented by the force Majeure event.

26. Termination for Insolvency

The Engineer in-charge may at any time terminate 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 Engineer in-charge.

27. Termination for Convenience:

- 27.1 The Engineer in-charge, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Department’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Engineer-in-charge at the Contract terms and prices. For the remaining Goods, the Engineer in-charge may elect:
- 27.2.1 To have any portion completed and delivered at the Contract terms and prices; and/or
- 27.2.2 To cancel the remainder and pay to the Supplier as agreed amount for partially completed Goods by the Contractor.

28 Resolution of disputes

- 28.1** The Engineer in-charge and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them and or in connection with the Contract.

- 28.2** If, after thirty (30) days from the commencement of such informal negotiations, the Engineer in-charge and the Supplier have been unable to resolve amicably a

Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national forum.

28.3 Settlement of disputes

The Sub-Section V “Arbitration and laws etc.” of the General Conditions of the contractor works as stated below shall be applicable to this contract / agreement also: Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawing and instructions herein before contained in this contract or as quality of the workmanship or materials used or arising out of the terms & conditions of the contract whether during the progress of the supply/work or after the completion or abandonment thereof, at to the sole arbitration of the person nominated and appointed by the Superintending Engineer concerned in respect of the contracts entered for and on behalf of the President of India. The parties of the contract agree that it will be no objection to any such appointment that the sole arbitrator so appointed is originally referred being transferred or having vacated his office or being unable to act for any reason whatsoever, Superintending Engineer concerned as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person as and when appointed shall proceed with the reference from the stage at which it was left by his predecessor in accordance with the rules, regulation and the law of the land, It is also a term of this contract that no person other than a person appointed by the Superintending Engineer concerned as aforesaid should act as Arbitrator and if any reason that is not possible, the matter is not to be referred to arbitration at all. It is also the term of the contract that the party invoking the arbitration clause shall specify the dispute(s) to be referred to the arbitration under this contract together with amount(s) claimed in respect of each such dispute(s) or difference(s). In an arbitration invoked at the instance of either party to the contract, the Arbitrator would be free to consider the counterclaims of the other party or even though they are not mentioned in the reference to arbitration. Subject as aforesaid, the provisions of the Arbitration and conciliation Act 1996 (No 26 of 1996) or any statutory modification or re-enactment thereof and rules made there-under and for the time being in force shall apply to the arbitration proceeding under this clause.

29. Governing Language

The Contract shall be written in the English language. The version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

The contract shall be interpreted in accordance with the laws of the Department's country, unless otherwise specified.

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by mail, fax and confirmed in writing to the other party's address specified.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

.....X.....

Schedule of Quantities.

Sr No.	Description of items	Quantity
1.	Stevenson Screen small size of fully sizzle wooden with complete fixtures as per IS 5948:1970, L= 560mm, B= 315 mm, H= 412 mm	17 nos
2.	Anemometer cup counter -IS 5912:1970 for the measuring wind velocity through mechanical counter of range 0-9999.9 km	13 nos
3.	Bridge outfit Crane with gauging reel. Manufactured as per IS-: 6064-1971	2 nos

Financial Bid

NIT No.: CWC/22/2016-17/MD/GNR Dt. 19/01/2017

Sr. No.	Description of items	Qty	Unit	Rate in Rs (both in figure & words)	Amount in Rs. (both in figure & words)
1	Stevenson Screen small size of fully sizzle wooden with complete fixtures as per IS 5948:1970, L= 560mm, B= 315 mm, H= 412 mm	17 nos	each		
2	Anemometer cup counter -IS 5912:1970 for the measuring wind velocity through mechanical counter of range 0-9999.9 km	13 nos	each		
3	Bridge outfit Crane with gauging reel. Manufactured as per IS:- 6064-1971	2 nos	each		
	Total				

(Rupees)

Signature of the tenderer

Sr. No.	<u>TECHNICAL SPECIFICATIONS</u>
1.	Stevenson Screen small size of fully seasoned wooden with complete fixtures as per IS 5948:1970, Size: L= 560 mm, B= 315 mm, H= 412 mm
2.	Anemometer cup counter: Specifications: IS 5912:1970 for the measuring wind velocity through mechanical counter of range 0 -9999.9 km.
3.	Bridge outfit Crane with Gauging reel Specifications: As per IS: 6064-1971 Material: Aluminium Mass of current meter: Up to 100 kg Maximum load 2500 Newtons Cable length : 50.0 m Cable torque: Torque free suspension cable Boom length: 1.2 m Boom height: 1.25 m Flow velocity: Maximum 5m/sec. Winch arrangement (Gauging reel) with handle is fitted on the crane. The current meter is lowered or lifted by gauging reel easily. The gauging reel has capability to hold the current meter at any depth. The crane trolley is collapsible so that it can be easily moved from and has 4 wheel with solid rubber tyres, folding handle for easily movement on parapet on the bridge side way.

KEY EVENTS AND DATES

1	Tender inviting authority Designation / Address	Executive Engineer Mahi Division, Gandhinagar 3 rd Floor, Narmada Tapi Bhawan Sector 10 A, Gandhinagar-382010 (Gujarat)
2	Mode of submission of tender	Electronic Tenders are to be submitted on TCIL's e-Tendering portal which can be accessed using URL https://www.tcilindiaelectronicstender.com
3	Addressee and address at which documents are to be submitted in hard copy	Executive Engineer Mahi Division, Gandhinagar 3 rd Floor, Narmada Tapi Bhawan Sector 10 A, Gandhinagar-382010 (Gujarat)
4	Job requirement	Procurement of Bridge outfit and Meteorological equipments.
5	Language(s) in which items to be printed	English
6	Validity of the Tender	60 Days
7	Issuance of the tender	Tender can be downloaded from 20.01.2017 to 28.01.2017 upto 16:00 hrs from TCIL's e-Tendering portal with URL https://www.tcil-india-electronicstender.com . or www.cwc.gov.in Or www.eprocure.gov.in . However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from https://www.tcil-india-electronicstender.com
	Cost of tender	Cost of the tender i.e. Rs. 500.00 is to be submitted in a sealed envelope before last date and time of submission of online bid. The cost of tender can be submitted by means of Demand Draft drawn on any Nationalized Bank / Scheduled Bank payable to the Executive Engineer, Mahi Division, CWC, Gandhinagar
9	Last date & Time for submission of Bids online	02/02/2017 (16:00hrs)
10.	Earnest Money Deposit amount payable	Rs.10650/-

11.	Date, time and place of Public Online tender Opening Event	Online Public Opening of Bid shall commence at 11.00 hours on 03.02.2017, Interested bidder or their representative not more than 2 per bidder may be present in the O/o the EE, Mahi Division, 3 rd Floor, Narmada Tapi Bhawan Sector 10A, Gandhinagar- 382010(Gujarat)
12	Performance guarantee	The successful bidders will have to deposit an amount equal to 5% of the tendered and accepted value of the work (without limit) as a performance guarantee within 10 days from the date of receipt of the acceptance letter. In case the contractor fails to deposit the said performance guarantee within the period, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

.....X.....

CONTRACT FORM

THIS AGREEMENT made theday of..... 20... between **The Executive Engineer, Mahi Division, Central Water Commission, 3rd Floor, Narmada Tapi Bhawan, Sector 10-A, Gandhinagar-382010** (*Name of purchaser*) of India (*Country of Purchaser*) (hereinafter called "the Purchaser") of the one part and (*Name of Supplier*) of (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., Procurement of Bridge outfit and Meteorological equipments. (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL. NO.	BRIEF DESCRIPTION OF GOODS	QUANTITY TO BE SUPPLIED	UNIT PRICE	Total
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TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said (For the Purchaser)
in the presence of:.....

Signed, Sealed and Delivered by the said..... (For the Supplier)
in the presence of:.....

PERFORMANCE STATEMENT

(Please see Clause 13.3 (b) (ii) of instructions to bidders)

Proforma for Performance Statement (for a period of last three years)

Tender No.....

Date of opening.....

Time..... Hours

Name of the Firm.....

Order placed by (full address of Purchaser)	Order No. & date	Description& quantity of ordered equipment	Value of the order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a certificates from the Purchaser/ Consignee)
				As per contract	Actual		

Signature and seal of the Bidder

MANUFACTURERS' AUTHORIZATION FORM*

No.

dated

To

**The Executive Engineer,
Mahi Division
Central Water Commission,
Gandhinagar**

Dear Sir:

We who are established and reputable manufacturers of *(name and description of goods offered)* having factories at *(address of factory)* do hereby authorize M/s *(Name and address of Agent)* to submit a bid, and sign the contract with you for the goods manufactured by us against the above IFB.

No company or firm or individual other than M/s _____ are authorized to bid, and conclude the contract for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract and Clause 10 of the Special Conditions of Contract for the goods and services offered for supply by the above firm.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.

* Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited.