



**Central Water Commission  
Narmada Division  
Bhopal**

Providing, installation, Testing, Commissioning and maintenance of "Acoustic Doppler Current Profiler" & its Accessories including a warranty of two years and there after comprehensive annual maintenance contract for a period of four years.

**NIT NO.: 04/NDB/CWC/2014-2015  
Narmada Division, Central Water Commission, Bhopal**

**COST OF TENDER DOCUMENT: Rs. 500/-**

**19 September, 2014**

**Certified that this tender document contains 34 Pages including this page.**

**Executive Engineer,**

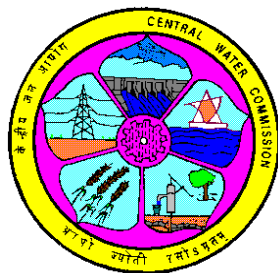
**Ph: 0755 2573630**

\_\_\_\_\_

**Fax: 0755 2764909**

**Important Note: -**

- (i) BIDDER SHOULD SUBMIT THIS DOCUMENT IN ORIGINAL DULY SIGNED ON EACH PAGE.**
- (ii) THE BIDDER SHOULD READ ALL THE INSTRUCTIONS IN THE DOCUMENT THOROUGHLY BEFORE SUBMITTING THE TENDER AND ADHERE TO THE DATES GIVEN**



Government of India  
CENTRAL WATER COMMISSION  
NARMADA DIVISION  
BHOPAL - 462011

Name of Work	Providing, installation, Testing, Commissioning and maintenance of "Acoustic Doppler Current Profiler" & its Accessories including a warranty of two years and there after comprehensive annual maintenance contract for a period of four years.
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Tender No. & date	04/NDB/CWC /2014-15
Estimated Cost	Rs. 22,80,000/-
Earnest Money	Rs. 45,600/-
Time allowed for execution of work	60 days
Validity of rate	90 days
Last Date & Time for Receipt of Application for Issue of Tender Document	07.10.2014 at 16.00 Hr
Last Date & Time for Issue of Tender Document	08.10.2014 at 17.00 Hr
Last Date & Time for Submission of Tender	10.10.2014 at 14.00 Hr
Date & Time of Opening of Tender	10.10.2014 at 15.00 Hr
Cost of Tender Document	Rs.500/-

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**कार्यालय अधिशासी अभियन्ता, नर्मदा मण्डल,  
केन्द्रीय जल आयोग  
पर्यावास भवन, ब्लॉक न.-3, भूतल, अरेरा हिल्स,  
भोपाल**

निविदा आमंत्रण सूचना क्र.-04/न.मं.भो./के.ज.आ/14-15/

दिनांक 10/09/2014

**निविदा आमंत्रण सूचना**

भारत के राष्ट्रपति की तरफ से निम्नलिखित कार्य के लिए अनुभवी निर्माताओं और अधिकृत डीलरों से आयटम रेट पर मुहरबंद निविदायें अघोहस्ताक्षरी के कार्यालय नर्मदा मण्डल, केन्द्रीय जल आयोग, पर्यावास भवन, ब्लॉक न.-3, भूतल, अरेरा हिल्स, भोपाल 462011 में दिनांक 10/10/2014 को अपराह्न 14.00 बजे तक आमंत्रित की जाती है जो कि उसी दिन 15.00 बजे उपस्थित निविदाताओं के समक्ष खोली जाएगी ।

क्रम सं.	कार्य का विवरण	अनुमानित लागत (रूपये में)	धरोहर राशि (रूपये में)	निविदा प्रपत्र का मूल्य (रूपये में)	कार्य पूर्ण करने की अवधि
1.	“Acoustic Doppler Current Profiler & its Accessories” की आपूर्ति, संस्थापन एवं स्थापना, परीक्षण, और रखरखाव हेतु व्यापक रूप से दो साल की वारंटी और वारंटी अवधि समाप्ति के बाद चार वर्ष तक सामग्री एवं वस्तुओं के प्रतिस्थापन और सेवाओं सहित व्यापक रखरखाव का कार्य	22,80,000	45,600	500	60 दिन

निविदा प्रपत्र एवं कार्य संबंधी विवरण अघोहस्ताक्षरी के कार्यालय से दिनांक 20.09.14 to 07.10.2014 तक किसी भी कार्य दिवस में प्राप्त किये जा सकते हैं ।

इन कार्यों का विस्तृत विवरण बेवसाइट [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp) पर भी देखा जा सकता है ।

अधिशासी अभियन्ता  
नर्मदा मण्डल

**Press Notice**

**Office of the Executive Engineer,  
Narmada Division, Central Water Commission  
Paryawas Bhawan, Block-3, G.F., Arera Hills Bhopal- 462011**

NIT No. 04 /NDB/CWC/2014-15

Date - /09/2014

**NOTICE INVITING TENDER**

Sealed item rate tenders are hereby invited on behalf of President of India for following works and same will be received in office of the Executive Engineer, Narmada Division, Central Water Commission Paryawas Bhawan, Block-3, G.F., Arera Hills Bhopal 462011 up to 14.00 hrs on 10.10.2014 from the experienced manufacturers and authorized dealers. Tender shall be opened on the same day i.e 10.10.2014 at 15.00hrs in the presence of contractors.

Sl.No.	Name of Work	Estimated Cost in Rs	Earnest Money in Rs	Cost of Tender document	Period of completion
1.	Providing, installation, Testing, Commissioning and maintenance of "Acoustic Doppler Current Profiler" & its Accessories including a warranty of two years and there after comprehensive annual maintenance contract for a period of four years.	<b>22,80,000</b>	<b>45,600</b>	<b>500</b>	60 days

Tender document and detailed information regarding work will be available in the office of under signed from 20.09.14 to 07.10.2014 during office hours on all working days.

Detailed NIT is also available on web-site [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp)

Executive Engineer  
Narmada Division

### **CHECK LIST**

**Please tick the appropriate column.**

SL. NO.	DOCUMENT	ENCLOSED	
		YES	NO
1.	Covering Letter of Tenderer		
2.	Original Tender Document including Schedule of Quantities and Rates duly signed on each page in sealed envelope.		
3.	Whether Item Rate quoted in both Figure and Words		
4.	Whether Gross Amount of Tendered Value quoted in both Figure and Words		
5.	Whether Eligibility Criteria evidences as per Para 2.0 in Form 6 is enclosed		
6	Whether Earnest money Rs45,600/-in form of DD/ Banker's Cheque/ Fixed Deposit receipt (FDR) of Scheduled Bank in favour of The Executive Engineer, Narmada Division, CWC, Bhopal in separate envelop is enclosed		

**Government of India**  
**Central Water Commission**  
**Narmada Division**  
Paryawas Bhawan, Block-III, GF,  
Arera Hills, Jail Road, BHOPAL-462011

**NOTICE INVITING TENDER**

- 1 Tenders are invited on behalf of the President of India from the approved and eligible manufacturers, authorized dealers, suppliers, contractor for following: **Providing, installation, Testing, Commissioning and maintenance of "Acoustic Doppler Current Profiler" & its Accessories including a warranty of two years and there after comprehensive annual maintenance contract for a period of four years.**

- 2 **Eligibility Criteria**

- 2.1 Only original Indian manufacturers, their authorized dealers/ representatives, Indian representative of foreign manufacturers having sufficient experience acting singly or in consortium with other such manufacturers/ dealers, having sufficient experience of similar works, shall be allowed to quote for the works. While asking for tender forms intending tenderers shall produce proof from the appropriate authorities having satisfactorily completed similar works during the last 5 years which could be inspected and tender forms, subject to above, will be issued only to those firms who fulfils the above conditions to the satisfaction of the Executive Engineer, Narmada Division, CWC, Bhopal. Such works could be inspected. The bidder shall have to fulfill the following criteria of satisfactory execution of works as given below;

The bidder should be a manufacturer who must have supplied, tested and commissioned the equipment (s) similar to the offered type specified in the 'schedule of requirements' up to at least 4 ADCPs with all accessories in the last 5 years. The equipment offered models should have been released on or after September 2011 and should strictly confirm to or exceed the product specification and be in satisfactory operation for two years as on date of bid opening. Further, bidder should be in continuous business of manufacturing products similar to that specified in the schedule of requirements during the last three years prior to bid opening and have ISO certification for manufacturing process.

Tender forms will be issued only to those firms who fulfill eligibility criteria and furnish documentary evidence of their experience and turnover with copies of work orders & certificate of satisfactory execution of work orders. Before issue of tender forms, eligibility claims of the applicant will be examined in detail by the officer issuing the tender forms. Accordingly, prospective bidders are advised to provide complete documentary evidences (including inspection of original documents, if required so by the tender issuing authority) towards their claim of experience, turnover and completion certificates of works completed by them.

**However, the issue of tender document does not mean that bidder meets all the qualifying requirements which may also be examined in detail, if necessary, after opening the tender during evaluation. In case, if any bidder**

**was found to be not meeting the specified qualifying requirements, his/ her tender would be summarily rejected.**

- 3 Prospective bidder may apply in single or in a consortium with other partners each one being either an Original Equipment Manufacturer (OEM) or an Authorized Agent/ representative/ subsidiary having sales and full service facilities located in India. For authorized dealers, the submission of a certificate to the effect from the OEM being represented by him shall be obligatory.
- 4 In case of a consortium, a copy of the agreement between various partners will be submitted with the tender clearly identifying the parts and components of the system for which the concerned partner is responsible for execution. However, each of the partners of the consortium will be jointly responsible for execution and completion of the works.
- 5 One of the partners of the consortium will be identified as a lead partner and will be authorized to execute the contract with the department. All financial transactions and liabilities shall rest with the lead partner.
- 6 The qualifying criteria will be applicable to each of the partners of the consortium with scope of works limited to the extent for which the concerned partner is responsible as a member of the consortium.
- 7 Agreement shall be drawn with the successful tenderer on prescribed Form CPWD-8 which is available as Government of India Publication. Tenderer shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
- 8 The time allowed for carrying out the works will be **60 days**.
- 9 The site for the work is available.
- 10 Receipt of applications for issue of tender forms will be stopped by \_16.00\_ hrs. on 07/10/2014. Issue of tender forms will be stopped by 17.00 hrs. on 08/10/2014.
- 11 Tender documents consisting of specifications, the schedule of requirements of the various items of work to be executed and the set of conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be examined in the office of the *Executive Engineer, Narmada Division, Bhopal* between hours of 10:00 A.M to 05:00 P.M. everyday except on second Saturday of the month, Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment of Rs. 500/- through cash/A/c payee Demand Draft drawn in favour of *Executive Engineer, Narmada Division, CWC, Bhopal* payable at Bhopal. Tender forms requested by post will be dispatched by speed post/ registered post on payment of an extra amount of Rs.250/-.
- 12 The bidder downloading the tender document from website shall enclose the cost of tender document i.e. Rs. 500/- in the form of A/C payee Demand Draft (non - refundable) drawn on any scheduled bank in favour of the *Executive Engineer, Narmada Division, CWC, Bhopal* payable at Bhopal in a separate envelope along with the tender document at the time of submission. ***However, the bidder who has opted to download the tender document and utilize the same for submitting his/ her bid may note that their firm meets the eligibility requirements as specified in para 2 above. In case, the bidder was found to be not meeting the specified qualifying requirements during evaluation and after opening of the tenders, his/ her tender would be summarily rejected.***



- 13 Item rate tender in sealed cover containing tender form duly filled in along with earnest money with the name of work and due date of opening written on the envelope will be received by the *Executive Engineer Narmada Division, CWC, Bhopal* up to 14.00 hours on 10/10/2014 and will be opened by him or his authorized representative in his office on the same day at 15.00 hours. To guard against the eventuality wherein an ineligible prospective bidder has utilized tender form downloaded from website for submitting his bid, it is strictly required that following procedure be utilised for submitting the bids.
- 13.1 Original tender form issued by the department or downloaded from website duly filled in and name of work and due date of opening written on it shall be placed in a sealed envelope marked as **Envelope-2**.
- 13.2 Complete documentary evidences towards the claim of experience, turnover and completion certificates of works completed by them etc as proof of bidder satisfying prescribed eligibility requirements be placed inside another sealed envelope marked as **Envelope-1** with the name of work and due date of opening written on it. Envelope-2 along with earnest money shall be placed inside Envelope-1.
- 13.3 Both the envelopes would be opened on the same day. However Envelope-2 will be opened only after satisfying that the bidder meets the eligibility requirements. Any lapse in providing documentary evidence towards meeting the eligibility requirement may lead to non-opening of Envelope-2 of the bidder and thus rejection of his/ her bid.
- 14 The tender shall include all the relevant technical literature, brochures and other documents supporting the technical competence of the offers and shall indicate by proper cross referencing with such supporting documents as to how the specification requirements are being met by their offer. Any additional information requested by the department during the course of evaluation of the tender shall be supplied within the time limits set by the department. The bidder whose material specifications do not meet the required specifications shall be summarily rejected and no claims what so ever shall be entertained in this regard. The rejected tenders will not be evaluated further.**
- 15 The tender should accompany Earnest Money of Rs.45600/- ( Rupees Forty Five Thousand Six Hundred only ) in one of following forms:
- a) Bank guarantee from a schedule Indian Bank approved by the Reserve Bank Of India, valid for 60 days beyond the validity of Bid.
- b) Banker's Cheque/ Bank Draft / Letter of Credit in favor of the Executive Engineer, Narmada Division, Central Water Commission, Bhopal
- c) Govt. loan bond/ NSC/Postal Pass Book duly pledged in favor of the Executive Engineer, Narmada Division, Central Water Commission, Bhopal
- No Cheque will be accepted as E.M.D. No interest will be paid for E.M.D, at the time of release. Request for adjustment or part deposit of Earnest Money will not be entertained. Tenders without Earnest Money in full will be rejected outright at the time of opening of the tender.
- 16 The equipment will be installed at site Sandia, Dist Hoshangabad, (Madhya Pradesh) under Narmada Division Bhopal. The site Sandia is located about 150 Km from

Bhopal. Nearest railway station is Pipariya about 25 Km. The description of the work is given in Technical Specification.

- 17 Detailed information pertaining to the works will be open for inspection by the bidder at the office of the above-mentioned officer. Tenderers are advised to inspect and examine the locations where the equipment is to be installed and their surroundings and satisfy themselves before submitting their tenders the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects or not and no extra charges consequent on any mis-understanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and other factors having a bearing on the execution of the work.
- 18 The competent authority on behalf of President of India does not bind itself to accept the lowest or any other tender, and reserves its right to reject any or all of the tenders received without the assignment of any reason. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 19 All tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- 20 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 21 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 and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Water Commission or in the Ministry of Water Resources. Any breach of this condition by the tenderer would render his tender liable to be rejected.
- 22 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 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.
- 23 The tender for the works shall remain open for acceptance for a period of **Ninty days** from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to 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.

24 This Notice Inviting Tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender 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 tender, all the documents including General Conditions and Special Conditions of contract, technical specifications, forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard C.P.W.D.Form-8.

**Executive Engineer,**

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## **ADDITIONAL TERMS AND CONDITIONS**

- 1) A prospective bidder requiring any clarification of the tender documents may notify the department in writing, which should reach the Executive Engineer-in-Charge at least 5 (five) days before the closing date. Written copies of the department's response (including an explanation of the query) will be sent to all prospective bidder and this shall form part of the tender document.
- 2) At any time prior to the deadline for submission of tenders, the department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendment in writing, which will be binding on all the bidder.
- 3) The tender prepared by the bidder, as well as all correspondence and documents relating to the tender exchanged by the bidder and the department shall be written in English language. Supporting documents and printed literature furnished by the bidder 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 tender, the translation in English Language shall govern.
- 4) All corrections/ cuttings in the tender document shall be initialed by the bidder.
- 5) The tender prepared by the bidder shall comprise the following components:
  - a) Technical specifications of the offered equipment's along with comparative statement specifying how the specification of equipments (which shall also include the brand name and manufactures details for each component) proposed to be supplied shall meet the specifications required in the tender documents. The statement shall clearly indicate variations, if any, with the term and conditions of the tender document.
  - b) Documentary evidence to establish that the bidder is eligible to tender and is qualified to perform the contract if the tender is accepted:
  - c) Documentary evidence to establish that the goods and ancillary services to be supplied by the bidder are as per specifications and conform to the tender documents. The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings and data, and shall consist of:
    - i) A detailed description of the essential technical and performance characteristics of the goods.
    - ii) 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 fifteen years, following commencement of the use of the goods by the Department, and
    - iii) An item-by-item comments on the department's technical specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the technical specifications.
    - iv) For purposes of the comments to be furnished, the bidder shall note that standards for workmanship, material and equipment designated by the department in its technical specifications are intended not only to be

descriptive but also restrictive. The bidder may substitute alternative standards provided it demonstrates, to the department's satisfaction, that the substitutions ensure substantial equivalence to those.

- d) Earnest Money Deposit in prescribed form; and
  - e) Original tender with schedule of quantities Financial Tender Format duly completed and bearing signatures of the bidder under their seal.
  - f) The Bio-data of the Engineers/ Technicians in-charge of the work during execution as well as maintenance.
  - g) "Only such equipments or its upgrades shall be used which are working satisfactorily at least for the last two years". The bidder will furnish the definite proof to this effect from the user.
- 6) The prices quoted shall be F.O.R. Destination 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.
- 7) Prices quoted by the bidder shall remain fixed during the validity period of the Contract and shall not be subject to variation on any account. A tender submitted with an adjustable price quotation or conditionalities is liable to be treated as non-responsive and rejected.
- 8) Prices shall be quoted in Indian Rupees only.
- 9) During evaluation of tenders, the department may, at its discretion, ask the bidder for a clarification of its tender or ask for field/ office demonstration of the equipment, for which no charges shall be paid to the bidder. The request for clarification and the response shall be in writing and no change in prices or substance of the Tender shall be sought, offered or permitted.
- 10) Tenders from agents/ dealers, without proper authorisation from the manufacturer, shall be treated as non-responsive.
- 11) 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.
- 12) The department will evaluate and compare tender which have been determined to be substantially responsive. Non-responsive tenders shall be rejected and will not be evaluated.
- 13) The evaluation for determining the lowest tender shall include:
- a) The cost of equipment including the taxes, octroi, levies etc. as applicable at final destination and installation, testing, commissioning, maintenance and training and any other services essential for completion of works;
  - b) Cost of essential spares/ consumables as specified in Technical specifications, required for running & maintenance of all the equipments for two years; and
  - c) Cost of Annual Maintenance Contract for all the equipment including replacement of defective material for next two (4) years beyond warranty period.
- 14) The bidder shall not contact the Department on any matter relating to its tender, from the time of the tender 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.

- 15) An affirmative determination will be a prerequisite for award of the work to the contractor.
- 16) The department, at the time of award of contract, reserves the right to increase or decrease by up to 100% the quantity of goods and services originally specified in the Schedule of Quantities & Financial Tender Format without any change in unit price or other terms and conditions.
- 17) Attention of the tenderers is drawn to the Clause 1 and Clause 1(A) of General Conditions of Contract under CPWD Forms 7/8 regarding the deduction of security deposit.

**Executive Engineer  
Narmada Division, CWC,  
Bhopal**

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION**

STATE            Madhya Pradesh  
BRANCH        Central Water Commission  
DIVISION       Narmada Division Bhopal

**Item Rate Tender & Contract for Works**

(a) Tender for the work of:

Sl No.	Name of Work
1.	Providing, installation, Testing, Commissioning and maintenance of "Acoustic Doppler Current Profiler" & its Accessories including a warranty of two years and there after comprehensive annual maintenance contract for a period of four years

- (i) To be submitted by 14:00 hours on 10/10/2014 to *Executive Engineer, Narmada Division, CWC, Bhopal.*
- (ii) To be opened in presence of tenderer(s) who may be present at 15:00 hours on 10/10/2014 in the *office of Executive Engineer, Narmada Division CWC, Bhopal,*

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, Conditions of Contract, clauses of contract, additional terms and conditions, 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 in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs.45,600=00 (Rupees Forty Five Thousand Six Hundred only) is hereby forwarded in Demand Draft of a Scheduled Bank as earnest money. If I/We, fail to commence the work specified, I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, 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' and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 and 12.3 of the tender form.

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 authorised 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:**

**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 the President of India**

**Signature.....**

**Dated.....**

**Designation.....**

## SCHEDULES

SCHEDULE 'A' - **Schedule of quantities (Enclosed)**

SCHEDULE 'B' – **Not applicable**

SCHEDULE 'C' - **Not applicable**

SCHEDULE 'D' – **Technical specifications**

SCHEDULE 'E' - Reference to General Conditions of Contract as applicable for Tenders invited under CPWD Form 7/8.

**Name of work:** Providing, installation, Testing, Commissioning and maintenance of "Acoustic Doppler Current Profiler" & its Accessories including a warranty of two years and there after comprehensive annual maintenance contract for a period of four years

i	Earnest money:	<b>Rs. 45,600 /-</b>
ii	Performance guarantee	<b>5% of contract value</b>
iii	Security Deposit	<b>5% of contract value</b>

### SCHEDULE 'F'

	<b>General Rules &amp; Directions:</b>	
	Officer inviting tender	<i>Executive Engineer, Narmada Division Bhopal</i>
	<b>Definitions:</b>	Additional definitions as per conditions of contract clause 1
2(v)	Engineer-in-Charge	<i>Executive Engineer, Narmada Division Bhopal</i>
2(viii)	Accepting Authority:	Chief Engineer, NBO, Bhopal
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	Not Applicable
2(xi)	Standard Schedule of Rates	<b>CWC schedule of Rates 2012</b>
2(xii)	Department:	Central Water Commission
9(ii)	Standard CPWD Contract Form	<b>CPWD form 8 as modified &amp;corrected up-to-date</b>
	<b>Clause 1</b>	
i	Time allowed for submission of Performance Guarantee from date of issue of letter of acceptance	30 Days (No extensions to be granted)
ii	Maximum allowable extension beyond the period (provided in i)	Nil

	above	
	<b>Clause 2</b>	
	Authority for fixing Compensation under clause 2	Chief Engineer, NBO, Bhopal
	<b>Clause 2 A</b>	
	Whether Clause 2 A is applicable	No
	<b>Clause 5</b>	
	Number of days from date of issue of letter of acceptance for reckoning date of start	15 Days
	<b>Milestones</b>	None
	Time allowed for execution of work	60 Days
	<b>Clause 7</b> Payment on intermediate certificate	<b>Not Applicable</b>
	<b>Clause 10 A</b>	Not applicable
	<b>Clause 10 B(ii)</b>	Not applicable
	<b>Clause 10C(a)</b>	Not applicable
	<b>Clause 10 C(c)</b>	Not applicable
	<b>Clause 11</b> Specifications to be followed for execution of work	Enclosed
	<b>Clause 12</b>	Not applicable
	<b>Clause 16</b>	Not applicable
	<b>Clause 18</b>	Not applicable
	<b>Clause 36</b>	
	Minimum qualification and experience required for principal technical representative	
	Qualification	Graduate Engineer
	Discipline to which principal technical representative should belong	Civil / Mechanical/Electronics
	Minimum Experience	Five years experience
	Recovery to be effected from the contractor in the event of not fulfilling provision of clause 36	Rs 4000/ per call
	<b>Clause 42</b>	Not applicable

### **SPECIAL CONDITION OF CONTRACT (SCC)**

- 1) The bidder should furnish the documentary evidence of his experience in the field of manufacture & supply of the equipment in the past five (5) years and details of current contract and the certificate of the past supplies and satisfactory performance.
- 2) A prospective Bidder requiring any clarification of the Bidding Documents may notify the department in writing, which should reach the Executive Engineer-in-Charge at least ten days before the closing date. Written copies of the department's response (including an explanation of the query) will be sent to all prospective bidders and this shall form part of the tender document.
- 3) 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 bidder, modify the bidding documents by amendment in writing, which will be binding on all the bidders.
- 4) The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the department shall be written in English language. Supporting documents and printed literature furnished by the Bidder 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 shall govern.
- 5) The technical bid prepared by the Bidder shall comprise the following components:
  - a) Technical specifications of the offered equipments with **comparative statement containing specifications offered and specifications required as per tender document.**
  - b) All the terms and conditions clearly indicating variation, if any, with tender requirements;
  - c) Documentary evidence to establish that the Bidder is eligible to bid and is qualified to perform the contract if the bid is accepted:
  - d) Documentary evidence to establish that the goods and ancillary services to be supplied by the Bidder are as per specifications and conform to the bidding documents;
  - e) Earnest Money Deposit in prescribed form; and
  - f) Original tender without Schedule 'A'.
- 6) The financial bid shall comprise the following components:
  - a) Schedule 'A' duly completed.
  - b) Original tender form issued by the department or downloaded from website duly filled
- 7) The prices shall be F.O.R. at CWC site- Sandia, Tehsil Pipariya, Distt. Hoshangabad and include all duties, taxes and octroi. No additional amount shall be paid on account of duties, taxes and octroi.
- 8) Fixed price. Prices quoted by the Bidder shall be fixed during the validity period of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation is liable to be treated as non-responsive and rejected.
- 9) Prices shall be quoted in Indian Rupees only.

- 10) The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the Contract.
- 11) The documentary evidence of conformity of the goods and services to the bidding 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 10 years, following commencement of the use of the goods by the Department, and
  - c) An item-by-item commentary on the department's technical specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the technical specifications.
- 12) For purposes of the commentary to be furnished, the Bidder 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 Bidder 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.
- 13) During evaluation of technical bids, the department may, at its discretion, ask the Bidder for a clarification of its bid or ask for field/office demonstration of the equipment, for which no charges shall be paid to the bidders. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
- 14) Bids from Agents/dealers, without proper authorization from the manufacturer to maintain the equipment for at least 10 years shall be treated as non-responsive.
- 15) 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 supplier does not accept the correction of errors, its bids will be rejected. Prices must be mentioned in words to avoid confusion.
- 16) The department will evaluate and compare bids which have been determined to be substantially responsive and the financial bids shall be opened only of the bidders whose technical bids are found satisfactory & up to the mark.
- 17) The department reserves the right to split the work and award the same to more than one tenderer.
- 18) The evaluation for determining the lowest bid shall include:
  - a) The cost of equipment at final destination;
  - b) All the taxes, levies, octroi etc. as applicable;
  - c) Cost of installation, testing, commissioning, maintenance and training and any other services essential for completion of works;

- d) Cost of essential spares/consumables required for running & maintenance of all the equipments for two year or the warranty period, whichever is later; and
  - e) Cost of Comprehensive Annual Maintenance Contract for all the equipment including replacement of defective material for next four (4) years beyond warranty period.
- 19) The Bidder 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 Bidder wishes to bring additional information to the notice of the Department, it should do so in writing.
  - 20) An affirmative determination will be a prerequisite for award of the work to the contractor.
  - 21) The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, as per Annexure-I.
  - 22) The Department or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Department. However, TA/DA of the inspection team will be borne by the Department. The Department shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
  - 23) The inspection and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Department.
  - 24) Should any inspected or tested Goods fail to conform to the specifications, the Department shall reject the goods and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Department.
  - 25) The Department's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Department or its representative prior to the Goods transportation.
  - 26) The Supplier 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 Goods' final destination and the absence of heavy handling facilities at all points in transit.
  - 27) Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Department in the Notification of Award.
  - 28) Tenderer shall be responsible till the entire stores ordered for arrive in good condition at destination and are installed, tested and commissioned.
  - 29) Where the Supplier is required under the Contract to transport the Goods to a specified place of destination defined as site, transport to such place of destination including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.
  - 30) The supplier may be required to provide any or all of the following services:

- a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
  - b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
  - c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
  - d) Performance or supervision or maintenance and/or repair/replacement of the supplied Goods, for a period of 4 years beyond warranty period, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - e) Training of the Department's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
- 31) The Supplier 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 Supplier, providing that this election shall not relieve the Supplier 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.
- 32) The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Department's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 33) This warranty shall remain valid for 24 months after successful commissioning of goods at the final destination indicated in the Contract.
- 34) The Department shall promptly notify the Supplier in writing (by e-mail/fax/post) of any claims arising under this warranty and/or CAMC period.
- 35) Upon receipt of such notice, the Supplier within a period not exceeding 7 days shall visit the site and repair or replace the defective Goods or parts thereof, without cost to the Department within a period of 30 days from the date of complaint made.
- 36) If the Supplier, having been notified, fails to remedy the defect(s) within the period specified as above, the Department shall levy a penalty of Rs.1000/- per day of delay subject to a maximum of 10% of the tendered amount. The Department may also proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Department may have against the Supplier under the Contract.
- 37) The successful bidder, upon acceptance of the offer, shall furnish a bank guarantee/FD for 10% of the tendered amount as security deposit/performance guarantee. The bank guarantee/FD shall be kept valid till the completion of AMC

period beyond the warranty period. The EMD will be released upon receipt of security deposit/performance guarantee.

- 38) The payment to the extent of 70% of the cost of the works shall be made on receipt and inspection of the material at final destination by the department. 30% of the payment shall be made on the installation, training, testing and successful commissioning of the equipment.
- 39) The cost of Comprehensive Annual Maintenance Contract as agreed shall be paid half yearly basis on satisfactory performance of maintenance services for each completed half year.
- 40) The Income tax as per codal provisions shall be deducted at source from the bill.
- 41) Certificate on account of taxes payable/paid to the Government shall be given by the contractor.
- 42) Payment shall be made in Indian Rupees.
- 43) These additional conditions shall be applicable in addition to the other general conditions of the contract. Where there is conflict between the two sets of conditions, these additional conditions shall prevail.
- 44) Any corrections/ cuttings in the tender document shall be initialed by the bidder.

**Executive Engineer  
Narmada Division, CWC,  
Bhopal**



## Scope of Work and Technical Specification

### ACOUSTIC DOPPLER CURRENT PROFILER (ADCP)

#### **Purpose**

The Acoustic Doppler Current Profiler (ADCP) is to be used for automated discharge measurements from a small boat/catamaran. The ADCP has to be mounted on a Trimaran and can be securely towed with the help of a boat. Typical applications are verification of velocity-area data, discharge measurements at important locations and discharge measurements on large 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 the Delivery; however, the boat is not included in the delivery. The discharge measuring system should be deployed at the nominated sites throughout the year.

#### **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 mounted on a three-hull Trimaran which can be attached with a boat.
- The ADCP shall be easy to install and deploy on a small trimaran, which can be securely towed with the help of a boat with out compromising on the safety of boat and trimaran. For this purpose, matching rigging material should be part of the delivery.
- The ADCP shall, for preference, utilize broadband signal processing to improve time, space and velocity resolution and accuracy in shallow water. However, The ADCP having alternative signal processing other than broad band, capable to improve time, space and velocity resolution and accuracy particularly in shallow water of depth 2-3 m shall also be acceptable.
- 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 supplier 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.

## Specifications

### 1. Sensor

Mode of operation	real time from a Trimaran attached with sailing boat
Measuring range	$\pm 10$ m/s (velocity relative to instrument)
Stream velocity range	-5 to 5 m/s
Stream velocity accuracy	0.25% $\pm$ 0.005 m/s or better
Resolution	$\leq 0.01$ m/s
Ping interval	$\leq 0.1$ s
Configuration	3 or 4 beams
Beam angle	$\geq 20^\circ$ and $\leq 30^\circ$
Transducer frequency range	500 kHz to 1200 kHz
Acoustic frequency	highest possible frequency for adequate bottom tracking at depths of 30m in fast flowing, sediment laden waters
Number of depth cells	programmable, 1 to 128
Depth cell(bin) size	programmable, 0.25 to 2m or better

### 2. Bottom tracking (or GPS)

Accuracy	1.00 cm/sec @ 5 m/s
Stream velocity range	0 to 5 m/s
Depth range	30.0 m or more

### 3. Tilt sensor

Range	$-15^\circ$ to $+15^\circ$ , both X and Y axis
Accuracy	$2^\circ$

### 4. Power Supply

220 VAC  $\pm$  25%, 47 to 53 Hz  
10 to 15 VDC or 20 to 30 VDC

### 5. Housing

Corrosion Proof

### 6. Ingress Protection

Water proof, Compliant with IP68

### 7. Operating temperature

5 to 60<sup>0</sup>C (Equipments Except ADCP)  
5 to 45<sup>0</sup>C (For ADCP)

### 8. Operating Humidity

Up to 100%

### 9. 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 made of standard brand and should have the following minimum specification:

- Intel Core i5 (HP/Dell/Sony or equivalent) Processor (1.7 GHz, 3 MB cache, 2 cores)
- 15.6 or 14/14.1 inch TFT Screen; 4 USB Ports
- 4 GB DDR3 RAM upgradeable to 8 GB or More
- HDD 1 TB 5400 rpm SATA
- DVD Writer:
- Speaker, Key Board with Touch Pad.
- Windows 8 Operating System Preloaded with compatible MS Office licensed copy software and Good quality Carry Bag will be part of delivery.
- With Blue Tooth Connectivity

**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 an in-built compass then software assisted compass calibration shall be supported. Set-up of bottom tracking

**Data collection:** The PC software shall control the data collection process, record the data in a file system on disk and report aberrations.

**Monitoring:** The collected data shall be graphically visualized.

**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

**Data export:** Data export to spread sheet and ASCII formats shall be supported.

**Accessories:**

- Tools
- Spare parts
- Mounting brackets
- Shipping case

**Note :-** Training shall be at the respective field / site office, where ADCP is to be delivered installed and commissioned ( SCC Clause 30)

## **Annual Maintenance Contract (AMC)**

### **1. 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 one ADCP 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 Narmada Division , CWC, Bhopal 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 7 (Seven) 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 30 (Thirty) 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 equipments.
- (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. However, Supplier will not be responsible for any data loss due to virus, hard disk or system failure.

## **2. PENALTY CLAUSE:**

Upon receipt of notification of defect in the system from Purchaser or any authorized CWC officials working under Narmada Division, CWC, Bhopal, 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:

- 2.1** An ADCP continues to remain unattended by the Supplier for more than a day in excess of the time schedule of 7 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 after 8<sup>th</sup> day. Supplier is liable to pay penalty as below.

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

- 2.2** If the Supplier fails to return the ADCP after satisfactory repairs within 30 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 2.1 & 2.2 above shall be limited to the value of maintenance contract for corresponding year.

- 2.3** The authority to decide the penalty shall be EE, Narmada Division, CWC, Bhopal.
- 2.4** The total penalty in a year shall be limited to the value of maintenance contract for corresponding year.

## **3.0 TERMS OF PAYMENT :**

- a)** The Supplier agrees to maintain the system for a period of four years 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 of service tax paid.
- 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, Narmada Division, CWC, Bhopal for an amount of 10% of the total value of the contract.
- f) The Performance Guarantee submitted by the supplier shall be valid upto six months beyond the completion of maintenance contract as mentioned above.

#### **4. OTHER TERMS AND CONDITIONS:**

**(a) Period of Agreement**

This maintenance contract agreement is initially for a period of 4 (four) years 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 Bhopal shall have jurisdiction in all matters arising out of or connected with this agreement.

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

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

**(k) 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.

**(l) 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.

**(m) 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.

**(n) 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.

- (o) 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.
- (p) The Supplier shall be responsible to make good all the damages caused to the existing equipment due to negligence.
- (q) 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.
- (r) **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.
- (s) **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.
- (t) **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.
- (u) The Governing language shall be English.

## **5. 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**

**for Purchaser**

(M/s ..... )

(Central Water Commission)

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

Signed \_\_\_\_\_

Name:

Name:

Title:

Title:

Station:

Station:

Date:

Date:

In the presence of:

In the presence of:

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

Name of Work:

Providing, installation, Testing, Commissioning and maintenance of "Acoustic Doppler Current Profiler" & its Accessories including a warranty of two years and there after comprehensive annual maintenance contract for a period of four years.

<b>S. No.</b>	<b>Description of Item</b>	<b>Unit</b>	<b>Rate (both in word and figure)</b>	<b>Quantity</b>	<b>Amount (both in word and figure)</b>
a	Providing, installation, testing, Commissioning and maintenance of "Acoustic Doppler Current Profiler & its Accessories at site Sandia, Central Water Commission, Tehsil- Pipariya , Dist: Hoshangabad under Narmada Division and warranty for 2 years	Per set		1	
b	Comprehensive annual maintenance charges including replacement of material & consumables and services beyond 2 years of warranty period.	Per year		4	
Total (in figure)					
Total (in words)=					

**All the prices must be in both words and figure**

The evaluation for determining the lowest bid shall include:

- b) The cost of equipment at final destination;
- c) Cost of installation, testing, commissioning, maintenance and training and any other services essential for completion of works;
- d) All the taxes, octroi, levies etc. as applicable;
- e) Cost of essential spares/consumables required for running & maintenance of all the equipments for two year or the warranty period, whichever is later; and
- f) Cost of Annual Maintenance Contract for all the equipment including replacement of defective material for next four (4) years beyond warranty period.
- g) Financial bid without giving the above mentioned detail will be summarily rejected.