



**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION**

**“Digitization, documentation and storage of records of RM – Wing, Central Water Commission, New Delhi”**

**Last date for online submission of e-Tender : 20.01.2017 up to 15.00 PM**  
**Date of opening of e-Tenders : 20.01.2017 at 16.00 PM**

**OFFICER INVITING THE e-Tenders : DEPUTY DIRECTOR, River Data, Dte. West Block-1,  
2<sup>nd</sup> floor, Wing-4, R.K. PURAM, New Delhi-110066**

**(Certified that this document contains total 17 Pages)**

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No.4/30/2016-RDD/ 44-45  
Government of India  
Central Water Commission  
River Data Directorate

West Block-1,2<sup>nd</sup> floor, Wing-4  
R.K.Puram, New Delhi-110066

Dated: 05.01.2017

**NIT No. RDD/02/2016**

**Sub: E-Tender for "Digitization, documentation and storage of records of Central Water Commission, New Delhi"**

Deputy Director, River Data Directorate, Central Water Commission, West Block-1,2<sup>nd</sup> floor, Wing-4, R.K.Puram, New Delhi-110066 invites Tenders through e-tendering process on behalf of President of India from approved and eligible Agency/contractors for **"Digitization, documentation and storage of records of Central Water Commission, New Delhi"**. E- tender will be available on TCIL web site URL <https://www.tcil-india-electronictender.com>, [www.cwc.gov.in/](http://www.cwc.gov.in/) [www.eprocure.gov.in](http://www.eprocure.gov.in) from 05.01.2017(11.00AM) to 20.01.2017(15.00 PM).

**1.0 DETAILS OF WORK:**

SN	Name of work	Earnest Money (Rs.)	Time of completion	Tender document cost (Rs.)	Last date of download of tender document	Last date of on line submission of Tender	Date of opening of Tender
1.	Digitization, documentation and storage of records of RM- Wing of Central Water Commission, New Delhi	24520	1 months	1000	20.01.2017 up to 15.00 PM	20.01.2017 up to 15.00 PM	20.01.2017 up to 16.00 PM

**2.0 GENERAL INSTRUCTION TO BIDDERS:**

- 2.1 Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through TCIL portal. The tender notice is also available at [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.cwc.gov.in](http://www.cwc.gov.in)
- 2.2 Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- 2.3 Tenderer who has downloaded the tender from the TCIL website URL <https://www.tcil-india-electronictender.com> and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- 2.4 Intending Tenderer are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>, and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / amendment.

2.5 Applicant contractor must provide demand draft for Rs 1000/- (Rupees one thousand only ) (to be purchased on or after publication date of this tender) in favour of Dy. Director, River Data Directorate, Central Water Commission, R.K.Puram, New Delhi obtained from any Nationalized/ scheduled Bank with their application/downloaded tenders as the cost of tender forms/ documents. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on department. In case of re-tendering, the firms which have submitted the demand draft in earlier calls will require to submit demand draft along with their tender/application in subsequent calls also. Tender not accompanied with the cost of tender documents is liable to be rejected.

2.6 Bids will be opened as per date / time as mentioned in the Tender Key Event Sheet.

## 2.7 SUBMISSION OF DOCUMENTS:

2.7.1 The following documents are to be furnished online in the technical bid part by the Contractor along with as per the tender document:

- i) Signed and scanned copy of appropriate value of valid registration certificate, experience certificates of similar works executed as per the tender notice, PAN No and Tender Acceptance Letter.
- ii) Signed and Scanned copy of previous three years Income-tax / TIN No, Certificate / Affidavit of partnership firm/ public Ltd. Company registered certificate.

2.7.2 The following documents are to be furnished online in the financial bid part by the Contractor along with as per the tender document:

- i) Signed and scanned price schedule as per tender document.

2.7.3 The financial bid will be opened only for those bidders who qualify the eligibility criteria as per the tender document as a part of technical bid.

2.7.4 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) Earnest Money Deposit in original.
- ii) Demand Draft towards tender document cost in original.
- iii) Pass phrase for Technical & Financial Bid in separate sealed envelope.

## 3.0.0 Key Events and Dates:

Sl. No.	Particulars	Details
1.	Tender inviting authority Designation /Address	Deputy Director, River Data Directorate, Central Water Commission, West Block-1,2 <sup>nd</sup> floor, Wing-4,R.K.Puram, New Delhi-110066
2.	Mode of submission of tender	Electronic Tenders are to be submitted on TCIL's e-Tendering portal which can be accessed using URL <a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a>
3.	Addressee and address at which documents are to be submitted in hard copy	Deputy Director, River Data Directorate, Central Water Commission, West Block-1,2 <sup>nd</sup> floor, Wing-4,R.K.Puram, New Delhi-110066
4.	Name of work	<b>"Digitization, documentation and storage of records of RM-Wing, Central Water Commission, New Delhi"</b>
5.	Language(s) in which items to be printed	English
6.	Validity of the Tender	Rates inclusive of all taxes etc. shall be valid for a period of 10 months
7.	Issuance of the tender	Tender can be downloaded from 05.01.2017(11.00AM) to 20.01.2017(15.00PM) from TCIL's e-Tendering portal with URL <a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a> . <a href="http://www.cwc.gov.in">www.cwc.gov.in</a> or <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> . However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from <a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a>

8.	Cost of tender	Cost of the tender i.e. Rs. 1000.00 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 / Banker's Cheque drawn on any Nationalized Bank / Scheduled Bank payable to the <b>Dy. Director, River Data Directorate, Central Water Commission, R.K.Puram, New Delhi</b>
9.	Details of the contacts for Clarifications and Queries	Deputy Director, River Data Directorate, Central Water Commission, West Block-1,2 <sup>nd</sup> floor, Wing-4,R.K.Puram, New Delhi-110066, Ph. No. 011-26108075, or AD-II,
10.	Last date & Time for submission of Bids online	20.01.2017 up to 15.00 hrs.
12.	Earnest Money Deposit	Rupees 24520/- (Rupees twenty four thousand five hundred twenty only) by means of Demand Draft / Banker Cheque/ drawn on any Nationalized Bank in favor of <b>Dy. Director, River Data Directorate, Central Water Commission, R.K.Puram, New Delhi</b> to be submitted in a sealed envelope before last date and time of submission of online bid.
13.	Date, time and place of Public Online tender Opening Event (Technical Envelope)	Online Public Opening of Technical Bid shall commence at 16.00 hours on 20.01.2017. Interested bidder or their representative not more than 1 or 2 per bidder may be present West Block-1,2 <sup>nd</sup> floor, Wing-4,R.K.Puram, New Delhi. If bidder or their representative is not present during opening of e-tender, the required paas- phrase is not be provided to this office or email <a href="mailto:rdcdte-cwc@nic.in">rdcdte-cwc@nic.in</a> before 15 minutes of opening.
14.	Date, time and place of Public Online tender Opening Event (Financial Envelope)	Online Public Opening of Financial Bid shall be commence immediately after the opening of Technical bid on 20.01.2017.
15.	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 performance guarantee within 7 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. The earnest money deposited along with bid shall be returned after receiving the aforesaid pperformance guarantee

#### 4.0.0 QUALIFYING REQUIREMENTS:

A prospective bidder requiring any clarification of the tender documents may notify the department in writing, or by email ([rdcdte-cwc@nic.in](mailto:rdcdte-cwc@nic.in)) which should reach the Director, River Data Directorate at least 07 (seven) 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.

- 1) 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.
- 2) 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.
- 3) All corrections/ cuttings in the tender document shall be initialed by the bidder.
- 4) The tender prepared by the bidder shall comprise the following components:
  - a) Technical specifications of the hardware proposed to be installed at site for digitization work

- 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) Earnest Money Deposit in prescribed form; and
  - d) Original tender with schedule of quantities Financial Tender Format duly completed and bearing signatures of the bidder under their seal.
  - e) The Bio-data of the Engineers/ Technicians in-charge of the work during execution as well as maintenance.
- 5) The prices quoted shall be F.O.R. Destination and inclusive of all duties and taxes including service tax no additional amount shall be paid to bidder.
  - 6) Prices quoted by the bidder shall remain fixed during the validity period of the Contract and shall not be changed 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.
  - 7) Prices shall be quoted in Indian Rupees only.
  - 8) 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.
  - 9) 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.
  - 10) 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.
  - 11) 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.
  - 12) An affirmative determination will be a prerequisite for award of the work to the contractor.
  - 13) 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.
  - 14) The bidder should have valid Pan/Tan/service tax registration and copy of same have to attached with technical bid.

## 5.0 SPECIAL TERMS AND CONDITONS

### 1. Definition:

#### 1.1. In this Contract, the following terms shall be interpreted as indicated

**"The Contract:** means the agreement entered into between the CWC 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 satisfactory performance of its contractual obligations.

**"The Department/Customer/Department"** means Central Water Commission through Dy Director, River Data Directorate, CWC, N. Delhi

**"The Tenderer/Bidder/Contractor"** means the individual or firm/ agency/consortium supplying the Goods and Services under this contract.

**"Engineer-in-Charge"** means the Deputy Director, River Data Directorate, CWC, New Delhi.

#### 2. Applications: These conditions shall supercede/ modify the General Conditions of the Contract.

### 3. Governing Language

#### 3.1 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.

### 4. Use of Contract Documents and Information Inspection and audit by the Government of India

#### 4.1 The contractor shall not, without the CWCs 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 department 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.

#### 4.2 The contractor shall not, without the Department's prior written consent, make use of any document or information enumerated in Clause 5.1 except for purposes of performing the contract.

#### 4.3 Any document, other than the contract itself, enumerated in Clause 4.1 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 department.

#### 4.4 The contractor shall permit the authorised representative of the Department to inspect the contractor's accounts and records relating to the performance of the contractor and to have them audited by auditors appointed by the Department, whenever required.

#### 5.0 Patent Rights: The contractor shall indemnify the department against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

### 6.0 RESPONSIBILITIES OF THE EXECUTING AGENCY

Besides scanning and digitizing the collection, maintaining records and generating regular progress reports as per scope of work, the other major responsibilities of vendor are as under :-

#### 6.1 Maintaining confidentiality about work along with process for each stage.

#### 6.2 Safe handling of record/pages as these are old and single copy and can not be recreated. While handling these, proper care is to be taken, hence vendor should deploy only experienced scanning operators. In case of any negligence the vendor may be penalized/indemnity Bond.

#### 6.3 The system for the above work shall have to be installed at the space provided by the River Data Directorate, CWC, New Delhi

#### 6.4 Handling and maintenance of the Scanners and associated equipment installed by the agency will be the responsibility of the agency. Consumables etc. shall all be the vendor's responsibility.

#### 6.5 The agency has to ensure that the staff maintains the proper decorum.

#### 6.6 The vendor has to get the police verification done for the persons being deputed at the site.

#### 6.7 The Contractor 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.

- 6.8 The tenderer shall not be allowed to take away any file/record etc. either in the shape of hard copy or soft copy.
- 6.9 It shall be the duty of the Tenderer to have the licensed software updated from time to time and provide all possible assistance/help during the scanning/digitization work.
- 6.10 On the completion of the work, the tenderer shall hand over the latest licensed updated software and also the database to department which shall become the property of Department along with its source code for all intents and purposes.
- 6.11 Licensed copy of the application software and database design as may be developed by the tenderer or its employees for and during execution of the work shall vest in department and the tenderer shall execute necessary documents for the same and also get an assignment from its employees in favour of department.
- 6.12 Software developed by the tenderer should ensure seamless integration with the existing workflow based system by the tenderer or any other database which the department may adopt in future.

## **7.0 Payment**

The method and conditions of payment to be made to the Contractor under this Contract shall be strictly as per clauses of General Conditions of Contract.

- i) No advance payment shall be made. The payment shall be made on receipt of the bill after satisfactory completion of work as per Engineer-in-Charge.
- (i) Payment will be made in Indian Rupees only. The payment will be released through a crossed account payee cheque/ ECS mode.
- (ii) 80% on monthly payments shall be made in running account (R/A) bills on monthly basis as per GCC payment terms on satisfactory completion of works/ services. Rest shall be made on completion of work.
- iii) The cost of annual maintenance contract shall be paid in equal quarterly installments after successful maintenance of the system against a certificate to this effect from engineer-in-charge during the quarter.

## **8.0 Deductions from the bill:**

- (a) 5% Security Deposit shall be deducted from each running bill as per Clause 1 and Clause 1(A) of General Conditions of the Contract (GCC) under CPWD Forms 7/8.
- (b) The TDS as applicable shall be deducted at source from the bill.
- (c) Certificate on account of taxes payable/ paid to the Government shall be given to the contractor. No other certificates for claiming any other tax exemptions will be given.

## **9. Annual Maintenance Contract**

The Contractor has to provide the annual maintenance service for 5 years after completion of work. The maintenance service shall include the work of rectifying the bugs/defects in the developed software and scanning/digitization of new records on pro-rata basis. Further, the contractor has to quote the rate for AMC as per schedule provided in financial bid. However, this part of the contract shall be decided after satisfactory completion of work and shall not be used for evaluation of tender.

## **10. Prices**

Prices payable to the contractor as stated in the contract shall be firm and not subject to adjustment during the performance of the contract. Prices quoted shall be inclusive of all taxes and duties.

## **10 Assignments**

The contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Department's prior written consent.

## **11. Sub-contracts**

- 11.1 The Contractor shall notify the Department in writing of all sub-contracts awarded under this contract if not already specified in the tender. Such notifications, in the original tender or later, shall not relieve the contractor from any liability or obligation under the contract.

## **12 Delays in the contractor's Performance**

- a. The Contractor shall perform the services as per the milestone agreed by both the parties at the time of agreement or as per the milestones submitted by the Contractor with the technical proposal.



- b. If at any time during performance of the Contract, the Contractor or its sub-contractor(s) should encounter conditions impeding timely delivery of f Services, the Contractor shall promptly notify the department in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the department shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages as per Clause of GCC, in which case the extension shall be ratified by the parties by amendment of the Contract.
- c. Except as provided under Clause 15, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to Clause 13 unless an extension of time is agreed upon pursuant to Clause 12 (a) without the application of liquidated damages.

### **13 Liquidated Damages**

Subject to Clause 15, if the Contractor fails to perform the Services within the period(s) specified in the Contract, the department 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 or unperformed Services for each week or part thereof delay until actual delivery or performance, upto a maximum deduction of the percentage specified. Once the maximum is reached, the department may consider termination of the Contract pursuant to Clause 14. The applicable rate is 1.5% per month and the maximum deduction is 10% of the contract price.

### **14 Termination for Default**

- a. The Department, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part.
  - i. if the Contractor fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Department pursuant to Clause 12 (a);
  - ii. if the Contractor fails to perform any other obligation(s) under the contract.
- iii. if the Contractor, in the judgment of the Department 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 any thing 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.

- b. In the event the Department terminates the Contract in whole or in part, pursuant to Clause 14 (a), the Department may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the contractor shall be liable to the Department for any excess costs for such similar Services. However, the contractor shall continue performance of the Contract to the extent not terminated.

### **15 Force Majeure**

- a. Notwithstanding the provisions of Clause 12, 13 and 14, 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.
- b. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include but are not restricted to wars or revolutions or civil commotions, fires, epidemics, quarantine restrictions, freight embargos.
- c. If a Force Majeure situation arises, the Contractor shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the Contractor 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.

**16 Termination for Insolvency**

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

**17 Termination for Convenience:**

- a. The Department, by written notice sent to the Contractor, 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 Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

**18 Resolution of disputes**

- a. The department and the Contractor 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.
- b. If, after thirty (30) days from the commencement of such informal negotiations, the Department and the Contractor 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.
- c. **Settlement of disputes**

The rules of procedure for arbitration proceedings pursuant to settlement of disputes shall be as follows:

- (a) In case of dispute or difference arising between the Department and contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Chief Engineer, Planning and Development Organisation, Central Water Commission shall function as Arbitrator.
- (c) Arbitration proceedings shall be held at New Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the Arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the Arbitrator shall be borne by each party itself.

**19 Applicable Law**

- a. The contract shall be interpreted in accordance with the laws of the India.

**20 Notices**

- a. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or facsimile or email and confirmed in writing to the other party's address specified.
- b. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

- 21** The department will have copyright on the product, format, concept layout and design. The department will have exclusive rights to use it anywhere, in any manner.

**22 Sub-Standard Work**

Any work carried out by the contractor which is not conforming to technical specification provided in the contract agreement or not to the satisfaction of Engineer-in-Charge shall be summarily rejected and no payment shall be made for sub-standard work.

- 23** **The contractor shall provide the sufficient manpower for retrieval of records/document for scanning/digitization work. It is the responsibility of the contractor to make arrangement for retrieval, collection of records from different directorate and after the work handover the same to respective directorate.**

## **6.0 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. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, **Central Water Commission** has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's Software is also referred to as Electronic Tender System® (ETS). Benefits to tenderers are outlined on the Home-page of the portal.

### **Instructions**

#### **Tender Bidding Methodology:**

Single Stage Envelope

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

Procure a Digital Signing Certificate (DSC)

Register on Electronic Tendering System® (ETS)

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

View Notice Inviting Tender (NIT) on ETS

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

Download Official Copy of Tender Documents from ETS

Clarification to Tender Documents on ETS

Query to Central Water Commission (Optional)

View response to queries posted by Central Water Commission

Bid-Submission on ETS

Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

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 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

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

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

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

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-11-26202699 (Multiple lines) Emergency Support Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	<a href="mailto:ets_support@tcil-india.com">ets_support@tcil-india.com</a>

Buyer Organization Name Contact	
Central Water Commission Contact Person	Central Water Commission, A.K.Mittal, Dy, Director
Telephone/ Mobile	Telephone/Mobile : 011-26108075, Mob No. 9837046908, [between 10:00 hrs to 18:00 hrs on working days]
E-mail ID	E-mail Id : <a href="mailto:rdd-cwc@nic.in">rdd-cwc@nic.in</a>

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

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

Submission of Bid-Parts/ Envelopes

Single-Part

Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)

Submission of digitally signed copy of Tender Documents/ Addendum

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

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

#### Special Note on Security and Transparency of Bids

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

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-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 Supplier organization to the e-tendering server/ portal.

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

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

Every legal requirement for a transparent and secure 'Public Online 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 enhances 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 Supplier will depend upon the options selected by the concerned Buyer.

#### **Other Instructions**

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

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

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

#### **SIX CRITICAL DO'S AND DON'TS FOR BIDDERS**

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first 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 PIV, 1 GB RAM, Windows XP with Service Pack 3)  
 Broadband connectivity  
 Microsoft Internet Explorer 6.0 or above  
 Digital Certificate(s)



**(A.K.Mittal)**  
**Deputy Director (RDD)**  
**Tel.26108075**

**Copy to the:**

1. Director, RDD, CWC, West Block-1, 2<sup>nd</sup> floor, wing-4,, R.K.Puram, New Delhi.
2. Notice Board, CWC, SewaBhawan/ WB-I&II/CWC library building, R.K.Puram, New Delhi

**SCHEDULE "I"**  
**CENTRAL WATER COMMISSION**  
**RIVER DATA DIRECTORATE**

**Detail of work and Rates to be quoted**

**A. Costing**

SN	Item	Qty	Rate	Amount
1	Cleaning, sequencing, cataloging, page numbering and digitization in required format including unbinding of pages/ documents/reports/ manuals/publication etc as per scope of work complete as per satisfaction of Engineer-in-Charge	Total 142000 Pages	Per 100 pages	
A	Size A5	950 pages		
B	Size A4/ Full Size/legal	1,40,000 pages		
C	Size A3	900 pages		
D	Size A2	50 pages		
E	Size A1	50 pages		
F	Size A0	50 pages		
2	<b>Binding of reports/mauals/publication</b>			
A	Hard Bound in rexin cover	500 Nos.	Per No.	
B	Spiral Binding	400 Nos.	Per No.	
3	Unskilled workers for document collection & deposit from different Directorates of R&M wing, CWC, New Delhi located at Sewa Bhawan, West Block-I and West Block-II	3 Nos.	Per No.	

**B. Retrieval Software**

SN	Item	Qty	Rate	Amount
1	Retrieval software as per scope of work complete as per satisfaction of Engineer-in-Charge	1		

**C. Annual Maintenance Charges**

SN	Item	Qty	Rate	Amount
1	Annual Maintenance Charges of Retrieval software including debugging as per scope of work complete as per satisfaction of Engineer-in-Charge			
	Year-1	1		
	Year-2	1		
	Year-3	1		
	Year-4	1		
	Year-5	1		

**D. New Digitization work likely to come up during next 5 years**

SN	Item	Rates				
		Year-1	Year-2	Year-3	Year-4	Year-5
2	Cleaning, sequencing, cataloging, page numbering and digitization in required format including unbinding of pages/ documents/reports/ manuals/publication/maps etc as per scope of work complete for new records as per satisfaction of Engineer-in-Charge					
A	Size A5 Rates may be given per 100 pages					
B	Size A4 Rates may be given per 100 pages					
C	Size A3 Rates may be given per 100 pages					
D	Size A2 Rates may be given per 100 pages					
E	Size A1 Rates may be given per 100 pages					
F	Size A0 Rates may be given per 100 pages					
G	Size B4 Rates may be given per 100 pages					
H	Size B5 Rates may be given per 100 pages					

**Note :**

1. The financial bid is to be submitted in above format in a separate envelop marked "Financial Bid for Digitization of old Records of CWC". Taxes, if any, be clearly specified.
2. Size of pages may vary from A-5 to A-0 or higher but most of the pages will be of the size of A4. While quoting the rates, the variation in size may be kept in mind.
3. More than one vendor may be allotted the task in case one vendor is not able to deliver the desired output.
4. Document could be hand written, typed, colour/printed.
5. Part-D shall not be considered for evaluation of tender.
6. Quantity may vary on either side during the execution of work.

**Total Amount for Contract Rs.** \_\_\_\_\_

**In words Rupees** \_\_\_\_\_

**Signature of Tenderer**

**Name of firm**

**Rubber Seal**



**Annexure-II**

**Undertaking**

I/we hereby undertake that M/s \_\_\_\_\_ have not been blacklisted by the Govt. department/ organization anytime in the past.

**Signature of Tenderer**

**Name of firm**

**Rubber Seal**

**Address:**

**Ph. No.:**