



केन्द्रीय जल आयोग /Central Water Commission  
निचली यमुना मण्डल /Lower Yamuna Division  
आगरा/Agra

निविदा : निचली यमुना मण्डल, आगरा के अधीन स्थलों के विविध जल विज्ञानीय ऑकड़ों की स्कैनिंग एवं ई-स्वीस सॉफ्टवेयर में ऑकड़ों को दर्ज करने का कार्य।

**Tender For “Entry of hydrological data in e-swis software and scanning of various river data forms since the establishment of various sites under Lower Yamuna Division, Agra”.**

नि वदा क्रमांक:1/1/61/नि.य.मं.2019/ 1446-50

दिनांक: 27.04.2019

NIT No.1/1/61/LYD-2019/1446-50

Dated: 27.04.2019

निचली यमुना मण्डल  
Lower Yamuna Division  
केन्द्रीय जल आयोग,  
Central Water Commission  
आगरा  
Agra

नि वदा दस्तावेज़ रा श: रुपये 500/-

**Cost of Tender Document: Rs. 500/-**

नि वदा जमा कराने की अंतिम ति थ : 07.05.2019 up to 11:00Hrs  
Last date for submission of Tender : 07.05.2019 up to 11:00Hrs  
नि वदा की बोली खोलने की ति थ : 07.05.2019 at 12:00 Hrs  
Date for opening of bid of Tender : 07.05.2019 at 12:00 Hrs

प्रमाणित किया जाता है की इस नि वदा दस्तावेज़ में 28 पन्ने हैं।

**Certified that this tender document contains 28 Pages including this page.**

अ धशासी अ भयंता (नि.य.म.)  
Executive Engineer (LYD)  
फोन / Phone: 0562-2604424  
फैक्स / Fax: 0562-2602268

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**Government of India  
Central Water Commission  
Office of the Executive Engineer  
Lower Yamuna Division**

404-409, Sector 12C  
Awas Vikas Colony  
Sikandra, Agra-282007  
**Dated: - 27/04/2019**

**NIT NO.: 1/1/61/LYD-2019/ 1446-50**

**NOTICE INVITING e-TENDER**

Tender for **“Entry of hydrological data in e-swis software and scanning of various river data forms since the establishment of various sites under Lower Yamuna Division, Agra”** On behalf of the President of India, The Executive Engineer, Lower Yamuna Division, Central Water Commission, 404-409, Sector 12C, Awas Vikas Colony, Sikandra, Agra -282007 Phone (O) 0562-2604424 invites bid through TCIL from eligible firms.

<b>S.No</b>	<b>Name of Work</b>	<b>Estimated Cost (Without GST) (RS.)</b>	<b>Earnest Money (Rs)</b>	<b>Tender Document Cost (Rs.)</b>	<b>Duration of Competition of Work</b>
1	Entry of hydrological data in e-swis software and scanning of various river data forms since the establishment of various sites under Lower Yamuna Division, Agra	<b>36,46,974.00 (Without GST)</b>	<b>72,940.00</b>	<b>500.00</b>	<b>75 Days from the date of Award</b>

1. 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) and [www.eprocure.gov.in](http://www.eprocure.gov.in) from 27.04.2019 to 07.05.2019 up to 10:00 hrs.

-----sd-----  
Executive Engineer  
Lower Yamuna Division

Copy for Information:

1. Superintending Engineer, HOC, CWC, Vaishali
2. SDE (HQ), LYD: for uploading e-tender on CWC/TCIL/CPD portal.
3. Account Branch, LYD, Agra
4. Notice Board-LYD, Agra/ CPWD, Agra/Monitoring Dte. Agra

भारत सरकार  
केन्द्रीय जल आयोग  
निचली यमुना मण्डल  
आगरा

## निविदा आमंत्रण सूचना

एन.आइ.टी सं०-1/1/61/नि.य.म-2019/1446-50

दिनांक: 27/04/2019

भारत के राष्ट्रपति की ओर से अधिशासी अभियंता, निचली यमुना मण्डल, केन्द्रीय जल आयोग, 404-409, सेक्टर 12सी, आवास विकास कॉलोनी, सिकन्दरा, आगरा, फोन० न-0562-2604424 के द्वारा e-swis software पर जल विज्ञानीय आंकड़ों की प्रविष्टि करने और निचली यमुना मण्डल आगरा के अन्तर्गत विभिन्न स्थलों के स्थापित होने की तिथि से विभिन्न नदियों के आंकड़ों वाले फार्मों की स्कैनिंग करने हेतु पात्र फर्मों से निम्न कार्य के लिए TCIL के माध्यम से निविदा आमंत्रित की जाती है ।

क्रम संख्या	कार्य का नाम	प्राक्कलित कीमत	बयाना राशि	निविदा फार्म की कीमत	कार्य पूर्ण करने का समय
1	e-swis software पर जल विज्ञानीय आंकड़ों की प्रविष्टि करना और निचली यमुना मण्डल आगरा के अन्तर्गत विभिन्न स्थलों के स्थापित होने की तिथि से विभिन्न नदियों के आंकड़ों वाले फार्मों की स्कैनिंग करना	रु.36,46,974.00 (बिना जी.एस.टी)	रु. 72,940.	रु. 500/-	75 दिन

ई-निविदा दिनांक 27.04.2019 से 07.05.2019 तक TCIL की वेबसाइट <https://eprocure.gov.in/cppp/> और <https://www.tcil-india-electronictender.com> पर उपलब्ध रहेगी।

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अधिशासी अभियंता  
निचली यमुना मण्डल

### प्रतिलिपि सूचनार्थः

- अधीक्षण अभियंता, जल विज्ञानीय प्रेक्षण परिमंडल, केन्द्रीय जल आयोग, वैशाली, गाजियाबाद।
- उपमंडलीय अभियंता(मु.), निचली यमुना मण्डल, आगरा को केन्द्रीय जल आयोग की वेबसाइट पर अपलोड करने हेतु।
- लेखाधिकारी, केन्द्रीय जल आयोग, निचली यमुना मण्डल, आगरा।
- नोटिस बोर्ड/केन्द्रीय लोक निर्माण विभाग, आगरा/प्रबोधन निदेशालय, आगरा।

## **KEY EVENTS AND DATES**

1	Tender inviting authority Designation/Address	Executive Engineer Lower Yamuna Division, Agra 404-409, Sector 12C, Avas-Vikas Colony, Sikandra, Agra -282007
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.tcilindiaelectronicstender.com">https://www.tcilindiaelectronicstender.com</a>
3	Validity of the Tender	90 Days
4	Issuance of the tender	Tender can be downloaded from 27.04.2019 to 07.05.2019 upto 10:00 hrs from TCIL's e-Tendering portal with URL <a href="https://www.tcil-india-electronicstender.com">https://www.tcil-india-electronicstender.com</a> or <a href="http://www.cwc.nic.in">www.cwc.nic.in</a> . <b>However, in order to be able to participate in the tender it is mandatory to download official copy of tender from <a href="https://www.tcil-india-electronicstender.com">https://www.tcil-india-electronicstender.com</a> and to fill the same original copy and then submit its scanned copy.</b>
5	Cost of tender	Rs.500.00
6	Last date & Time for submission of Bids through TCIL portal	07.05.2019 (11:00hrs)
7	Earnest Money Deposit amount payable	Rs <b>72,940.00</b> (Rupees Seventy Two Thousand Nine Hundred Forty Only)
8	Date, time and place of tender Opening Event	Online Opening of Bid shall commence at 12:00 hours on 07.05.2019, interested bidder or their representative not more than 2 person per bidder may be present in Division office, 404-409, Sector 12C, Avas-Vikas Colony, Sikandra, Agra -282007
9	Performance guarantee	The successful bidders will have to deposit an amount equal to 5% of the tendered amount and accepted value of the work (without limit) as a Performance guarantee in the form of F.D.R within the time mentioned in letter of acceptance.

## **CHAPTER 01: GENERAL INSTRUCTION TO BIDDERS**

- 1.0** Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Contractor are advised to follow the instructions provided in the Instructions to the 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).
- 1.1** 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.
- 1.2** Tenderer who has downloaded the tender from the TCIL website URL <https://www.tcil-india-electronictender.com> shall not tamper/modify/change the tender form including downloaded price bid template in any manner. In case, if the same is found to be tempered/modified/changed in any manner, tender will be completely rejected and EMD would be forfeited.
- 1.3** Intending Tenderer are advised to visit frequently TCIL website for any Corrigendum/ Amendment at least 2 days prior to closing date of submission of tender.
- 1.4** Applicant contractor must provide demand draft for Rs 500/- (Rupees Five Thousand only ) (to be purchased on or after publication date of this tender) in favour of **Executive Engineer, Lower Yamuna Division, CWC, Agra** 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.
- 1.5** Bids will be opened as per date / time as mentioned in the Tender Key Event Sheet.
- 2.0** The vender should quote reasonable and sustainable prices for the work. Bids from the bidders quoting unsustainable prices are liable to be rejected, irrespective of technical or otherwise eligibility.
- 2.1** Tenderers are encouraged to inspect and examine the work Places and its surroundings and satisfy / apprise themselves as to the nature of the work, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their Tenders. A tenderer shall be deemed to have full knowledge of the work place whether he/ she Inspects the site or not and no extra payment / compensation consequent upon any misunderstanding miss-happening or otherwise shall be allowed. The tenderer shall be responsible for arranging and Maintaining all materials, tools & plants, access, facilities for his personnel and all other services required for executing the work at his / her own cost, unless it is specifically mentioned in the contract documents. The contractor are advised to get acquainted with the proposed work and its sites and also study the drawings, specifications and additional conditions. The tenderer may visit the site of work/quantum of work before quoting the rates during the office hours on any working day.
- 2.2 Prices:**  
Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account shall be inclusive of all taxes, duties, octroi, transportation charges etc. The prices should be given as per the format given in price schedule.
- All prices should be in Indian Rupee.
  - The amount should be written both in figures and in words.
  - Prices for each item shall be furnished online only.
  - The tenderer should quote for all the items mentioned in the schedule of requirement. The tenders not quoting for all the items are liable to be rejected.
  - The tender for the works shall remain open for acceptance for a period of 90 (ninety) days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or

makes any modifications in the terms and conditions of the tender which are not acceptable to government, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

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

- a) If, in the price structure quoted for the required work, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- d) If there is a discrepancy between the % quoted rate and the amount calculated. The amount will be taken as per the % quote rate.
- e) If there is a discrepancy between the unit price and amount due to rounding off, then rounding off will be done by the department, for the price quoted by all the eligible bidders in a similar manner, while comparing the financial bids.

If there is such discrepancy in an offer, the same may be conveyed to the tenderer with target date on the above lines and if the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

**3.0** All the forms submitted in the bid should be filled on original copy as downloaded from TCIL. Any form submitted in any other format or not on original copy would result in cancellation of the bid.

**3.1** Tenderer has to use the same copy of Financial Bid as uploaded with this tender, otherwise his bid would be considered non responsive.

**3.2 Documents submitted should properly page numbered & details of form 1 & form 2 should be completely filled. Otherwise, the bids would be summarily rejected without any notice.**

**3.3** If all the documents as per the Chapter-2, Clause-1 are not uploaded with technical bid or documents are illegible or not proper, the bid may be summarily rejected by the department without any notice.

**4.0 Acceptance of Tender:** Accepting Authority does not bind himself to accept the lowest or any other tender and reserves right to accept or reject any or all of the tenders received without assigning any reason.

Executive Engineer, Lower Yamuna Division, CWC, Agra also reserves the right of accepting the whole or any part of the tender, CWC, Agra also reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rate.

**4.1** Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tender submitted by a Tenderer who resorts to canvassing is liable to rejection.

**4.2** The tenderer shall not be permitted to tender for the work if any of his / her near relative is posted in office of Executive Engineer, Lower Yamuna Division, CWC, Agra or other CWC offices located as an Accounts Officer / Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above. Tenderer shall also intimate the names of persons who are presently working with him / her and are near relatives to Gazetted officers in any CWC office and Ministry of Water Resources RD&GR. Any breach of this condition on the part of the tenderer would render him / her liable to be disqualified for award of work.

**4.3** Exemption in regard of EMD and tender cost is not allowed in any case.

**5.0** The successful Tenderer /Contractor on acceptance of his tender by the accepting authority of

Lower Yamuna Division, within the time period mentioned in letter of acceptance shall

- i) Deposit 5% of agreement cost as performance guarantee in the form of DD/FDR/Bank guarantee issued by Nationalized/Scheduled Bank.
- ii) Sign the contract agreement

**5.1 Contract Agreement consists of-**

Notice Inviting Tender along with whole tender document, "Tender acceptance letter", "Item Rate of Tenders", "Technical bid & Financial bid" together with all related correspondence including all addendum and corrigendum.

**5.2** In case Contractor fails to comply any clause above, the earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

**5.3** Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.

**5.4** The rates shall be quoted in both figures & words and quoted separately as mentioned in schedule of quantity.

**CHAPTER 02: ELIGIBILITY CONDITIONS**



## **1.0 ELIGIBILITY CONDITIONS FOR THE TENDERERS (Documents to be uploaded along with online bid)**

### **i) Documents to be submitted with technical bid**

**A.1** They should have a Valid PAN No. **(Signed copy of PAN Card).**

**A.2** They should have a Valid GST Registration No. **(Signed copy of GST Registration Certificate)**

**A.3** Agency should not be blacklisted/debar/banned anywhere in past **(Completely filled form 04).**

**A.4** Agency should be registered with EPF and ESIC and have a valid certificate from EPF and ESIC department **(Signed copy of EPF & ESIC Certificate)**

**A.5** The firm should have successfully completed works providing services of Data Entry/ D.E.O/Scanning during last 3 years: -

(i) Three similar works of individual value not less than Rs. 14.58 Lakh,

**OR**

(ii) Two works each costing not less than Rs. 21.88 Lakh,

**OR**

(iii) One work costing not less than Rs.29.17 Lakh.

At least one work should have been executed for Central or State Government Departments. **(Signed copy for the proof of above work).**

**A.6** The firm's average annual financial turnover during last three years should be more than **Rs. 36.46 Lakh.(Certificate regarding the turnover during last three financial years)**

**A.7** Signed Copy of Income-tax return & Audited Balance sheet of last three years

**A.8** Completely filled form 01, form 02, form 05, form 06 and form 07.

**A.9** Other documents in support of bid as per chapter: 02, clause 3.0 for evaluation of technical bid.

### **B) Documents to be submitted with financial bid:**

B.1 completely filled form 3.

## **2.0 List of Documents to be submitted in Original till the last date & time of Bid submission:**

- i) Pass Phrases of Technical Bid and Financial Bid in a separate sealed envelope for opening of tender on ETS portal of TCIL.
- ii) Tender Cost in the form of non refundable DD/FDR of nationalised/scheduled Bank in favour of Executive engineer, Lower Yamuna Division, payable at Agra.
- iii) Earnest Money Deposit in the form of non refundable DD/FDR of nationalised/scheduled Bank in favour of Executive engineer, Lower Yamuna Division, payable at Agra.

The above-mentioned documents should be submitted in a sealed envelope in the tender box, kept in the O/o Executive Engineer, Lower Yamuna Division till the last date & time of receipt of bids. The above documents submitted after the corresponding dead line of bid submission or submitted anywhere else except the tender box **will not be accepted.**

## **3.0 Evaluation of Tenders**

- a) The tenders will be evaluated on the basis of eligibility conditions as given in the tender document.
- b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per eligibility criteria and other conditions given in the tender document.
- c) If the final amount quoted has variation more than 5% in respect of estimated cost, those bids are liable to be rejected.
- d) In case of tie of financial bid among the eligible bidders, tender will be awarded as per following criteria :

- i) According to the maximum number of same work (whose cost are above 40% of the estimated cost of this work) completed satisfactorily for the central/state govt. departments in last three years.
- ii) In case of tie in the above criteria , according to the total value of work done.

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

**4.0 Verification of Details:** Executive Engineer, Lower Yamuna Division, CWC, Agra reserves the right to verify the particulars furnished by the Tenderer independently. If any information furnished by the Tenderer is found to be incorrect at a later stage, his / her Earnest Money / performance guarantee and security deposit shall be forfeited and he / she shall be debarred from tendering for the works of CWC in future.

**5.0 Award of Work:** Successful bidder will be intimated for acceptance of its tender. Successful tenderer shall sign the contract agreement and furnish the specified performance security in form of F.D.R. within the time limit mentioned (usually 05-10 days) in the letter of acceptance.

## **CHAPTER 03: SCOPE OF WORK & SPECIFICATIONS**

### **1.0 Definitions & Interpretations**

**Services** mean the services as identified in the tender document and to be provided at the purchaser's facility as per the contract.

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

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

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

**The Purchaser** is: The President of India through **Executive Engineer, Lower Yamuna Division, Agra.**

**The officer in charge/Engineer-in-charge** for this tender would be Executive Engineer, LYD or concerned AEE / SDE if authorized by Executive Engineer LYD.

For the purpose of this tender document "Tenderer", "Agency" and "Contractor" are Synonymous

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

**The Execution Period** is the period during which the Contractor is liable to carry out work without any additional cost to the purchaser.

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

**E-procurement:** e-procurement is web based tendering/procurement process in which buyer puts its requirements online and suppliers bid online. This tender will be processed through e-tendering web portal of TCIL ([www.tcil-electronictender.com](http://www.tcil-electronictender.com)).

### **2.0 SCOPE OF WORK**

2.1 The scope of the work for Up to date Entry of hydrological data in e-swis software and scanning of various river data forms since the establishment of various sites under Lower Yamuna Division, Agra, as specified in schedule of quantities (Enclosed at Page No. 17 in Form-3). The brief of duties is as given below:

- (i) Central Water Commission requires the complete entries as well as scanning of Hydrological Data in e-Swis online Software pertain to sites since their establishment under Lower Yamuna Division. Hard copy will be provided by the Department.
- (ii) The agency shall be providing its own resources for the purpose of work.
- (iii) Total of 54,87,984 entries are proposed to be compiled in e-Swis software and 2,02,684 of full scape/Legal size and A-3 size pages are to be scanned.
- (iv) The agency shall provide sufficient number of staff and equipments so as to complete the work within scheduled time.
- (v) The agency should ensure availability of scanned data in the format and module as approved by Engineer-in-charge.
- (vi) It is the responsibility of agency to surveillance the record as provided by Deptt. in hard copy for entry and scanning purpose.
- (vii) Tendered work shall be performed in office premise.
- (viii) Three Nos. of computers will be provided by the Department. If more computers are required then Contractor may arrange by their own resources and required scanner will be arranged by the contractor. Their computer would be scanned before entrance and at the time of exit also.
- (ix) The agency will ensure that the data entered in the e-SWIS software is correct as per the offline records.

### **3.0 SPECIAL TERMS & CONDITIONS OF TENDER:**

- 3.1 If because of any reasons work has to be stopped, it shall be responsibility of contractor to bring the facts to the notice of the Engineer-in-charge, failing which the said period shall not be accounted for Hindrance period.
- 3.2 Contractor shall provide any Govt. I.D. & photo as may be required by the security staff for issue of photo pass to the laborers deployed on work. The Department shall arrange only passes for getting into the building only, if required.
- 3.3 The contractor shall be responsible for behavior and conduct of his workers. No worker with doubtful integrity or having a bad record shall be engaged at site of work by the contractor
- 3.4 Some restrictions may be imposed by the security staff etc. on the working the contractor shall be bound to follow all such restrictions / instructions and nothing shall be payable on this account.
- 3.5 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards. He shall be responsible for all damages and accidents caused due to negligence on his part.
- 3.6 The Executive Engineer has got the right to accept or reject the tender as whole or part of it at any time and no claims what so ever will be entertained on this account.
- 3.7 The Contractor shall ensure that the staff working for data entry and scanning work would not carry any kind of storage device.
- 3.8 If in any case at any moment it is found that the data of the Department has been exported in any form then strict action against the agency would be taken without prior intimation and decision of Engineer-in-charge in this regard would be final and binding to agency.

### **4.0 CONDITIONS OF TENDER**

- 4.1 The Agency shall work under the control of the Engineer-in-charge.
- 4.2 The "Tenderer" shall be entirely responsible for providing efficient and reliable services. The agency shall perform the services as per the provisions and guidelines stipulated under law and shall deploy personal accordingly.
- 4.3 The "Tenderer" shall be entirely responsible for the surveillance of Premises and property of the CWC within the premises of office, including providing necessary equipment, tools to the personal for successful completion of work at all the times during the period of contract.
- 4.4 The "Tenderer" shall be entirely responsible and ensure that only persons authorized by the office are allowed to enter at the Premises and that no such equipment, machinery or any part thereof any property is removed out of the Premises except with written Permission of the Engineer-in-charge or his authorized representative.
- 4.5 The Tenderer shall employ only such personnel, as may be educated/ trained enough to carry out job.
- 4.6 The "Authority" shall not be responsible for death / injury sustained to the workers during the performance of their duties and also for any damage or compensation due to any dispute between the "Agency" and its workers. Any expenditure incurred by the department to face the situation arising out of act of his workers will be borne by the "Tenderer". In case of any incident / accident during the duty period the department will not be held responsible for the same. It is the responsibility of the firm / agency to provide sufficient insurance coverage / compensation as per the latest rules in force.
- 4.7 In case of any litigation due to accident, the agency shall handle at its on cost and in the event of the department happens to be incurred any expenditure towards litigation, the same shall be

recovered from the agency.

- 4.8 The “Tenderer” shall be solely responsible for payment of wages/ salary/ benefits and/ allowances to the persons employed for this work, that might become applicable under any act or order of government. The Department shall have no liability whatsoever in this regard and the contractor shall indemnify this department against any/ all claims which may arise under the provision of various acts Govt. orders etc.
- 4.9 The “Tenderer” shall execute the work and discharge their obligations to the entire satisfaction of the Engineer-in-charge and in accordance with the directions and specific instructions as may be issued from time to time by the employer or its officer in charge.
- 4.10 The “Tenderer” shall act diligently and take appropriate action, in case of fire or any other Calamity, theft, etc. and to prevent it and further to reduce the damage and keep informed the Appropriate authorities.

**5.0 Availability of Work Place:** The work place is Lower Yamuna Division Office, Central Water Commission, 404-409, Sector 12C, Avas-Vikas Colony, Sikandra, Agra -282007

## **CHAPTER 04: QUALITY, PENALTY, PAYMENT & OTHER OBLIGATIONS**

**1.0 Period of Completion: - 75 days from the issue of award letter. It may be extended with mutual consent with Deptt. and contractor as per requirement.**

### **2.0 QUALITY OF SERVICE**

- 2.1 It will be the responsibility of the contractor to maintain the high standard of services.
- 2.2 In case of mishap within the premises of the employer, the same will be reported to the officer in charge, appointed by the engineer-in-charge, who will deal with all such matters. In case, the matter is required to be reported to the Police, the same shall be done by the employer or in exceptional cases by the agency on the instruction of the engineer-in-charge.
- 2.3 Work done should be of good quality & finish.
- 2.4 If any person of agency on duty is found drunken state or found misbehaving while on duty or Unfit for duty, such personnel shall be replaced immediately at the absolute discretion of "Authority" or his representative.
- 2.5 It will be the responsibility of the contractor to ensure regarding quality of work.
- 2.6 The "Tenderer" shall execute the work and discharge their obligations to the entire satisfaction of the Engineer-in-charge and in accordance with the directions and specific instructions as may be issued from time to time by the employer or its officer in charge.

### **3.0 PENALTY**

- 3.1 If any loss to government properties/materials shall occur due to negligence of duties, it shall be responsibility of "Tenderer" and "Tenderer" shall have to pay or recovered from the bills for losses as per decision of Engineer-in-charge. The amount of losses shall be determined by department as per clause 3.4 and shall be binding on the Agency. No claims of Agency in this respect shall be entertained.
- 3.2 In case of the non-performance, part-performance and under-performance of the work in accordance with the schedule of services on any day or part of the day, then the Department would be entitled to be compensated as the case may be. Before deciding quantum of compensation the department may give notice to agency. The decision of department as per clause 3.4 regarding the quantum of compensation will be final.
- 3.3 For any deficiency in quality of service, penalty may be imposed as per clause 3.4.
- 3.4 Non compliance of any of the condition as given in the tender, Sub Divisional Engineer (HQ), LYD on behalf of President shall have powers to impose penalty/compensation as he deemed fit. Appeal against this may be made to Executive Engineer. Decision in this regard conveyed in writing by Executive Engineer, LYD would be final and binding.
- 3.5 When the contractor has made himself liable for action under any of the clause of the agreement, the Engineer-in-charge on behalf of President of India shall have powers:
  - a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
  - b) To ban the contractor for future works in division/ organization/ department.
  - c) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determine as above, shall not be allowed to participate in the tendering process for the balance work.

#### **4.0 TERMS OF PAYMENTS**

- 4.1 No mobilization advance or secured advance will be paid.
- 4.2 Bill should be prepared and submitted by the agency in three copies to the Executive Engineer, Lower Yamuna Division, CWC, Agra.
- 4.3 Any taxes and/or other Governmental levies as applicable or becoming applicable later due to or under any law shall be deducted from the bill, which includes, but not limited to, Income Tax and GST.
- 4.4 The payment will be made by account through ECS/RTGS only after completion of work for which the Agency shall be raising bills in triplicate in favour of Executive Engineer, Lower Yamuna Division, Agra.
- 4.5 The security deposit of 2.5% of tendered amount shall be deducted from the bills at the time of making the payments.
- 4.6 The department shall have the right to withhold/forfeit payment due to the contract or under this agreement in the event of any breach of the terms and conditions of the contract. The opinion of the Executive Engineer, Lower Yamuna Division or his authorized representative on this aspect shall be final. No interest shall be allowed on payment withheld, if & when released.
- 4.7 Any penalty pursuant to Chapter 4.0, Clause 3.0 will be deducted while releasing the payment of the bill.

#### **5.0 RELEASE OF DEPOSIT**

- 5.1 In normal conditions, Earnest Money Deposit would be released after submission of Performance Guarantee for successful bidders. Earnest Money Deposit of others would be released after awarding the work. Performance Guarantee would be released after completion of work. Security Deposit would be released after 3 months of completion of work.
- 5.2 If any problem, deficiency, improper work, penalty, non-compliance of contract, etc. arises, Earnest Money Deposit, Performance Guarantee and or Security Deposit may be forfeited or withhold, as applicable.

#### **6.0 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 provision of the Indian Arbitration Act and only the courts in Agra shall have jurisdiction in all matter arising out of or connected with the agreement.

#### **7.0 Other Conditions**

##### **7.1 Taxes and Duties**

All the existing and new taxes, levies, octroi, custom and other charges levied on the services rendered by the Contractor shall be borne by the Contractor only within the quoted rates. The TDS shall be deducted at source as per the prevailing Government rules from time to time., on which GST is claimed by contractor.

##### **7.2 Advances**

No advance payment is payable under this contract.

##### **7.3 Observance of Law**

- a. The contract shall be done and operated as an Indian contract and as per Indian laws applicable from time to time.
- b. The parties to the contract shall protect and indemnify each other against all claims or liabilities arising from the action of violation of all such laws.
- c. Contractor shall observe all laws related to the work both Government of India and Government of Agra as applicable from time to time.
- d. The resultant contract will be interpreted under Indian laws.

##### **7.4 Termination of Contract**

###### **a. *For Purchaser's convenience***

The Purchaser can terminate the contract at any time by giving a notice of 30 days to the Contractor. The Contractor shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived.

**b. For Contractor's Default**

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

**c. On every termination**

- I. The Contractor shall cease further work.
- II. Under such circumstance, only the contract price properly attributable to the part of the work duly valued by the Purchaser shall be payable by the Purchaser to the Contractor. The decision of the purchaser shall be final in this respect.
- III. If terminated by the contractor, its Performance Guarantee & Security Deposit will be forfeited.

**8.0 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/speed post/mail or fax conformed in writing to the other party's address specified in this contract.

**9.0 SUBCONTRACTS**

- 9.1 The "Tenderer" shall notify the Department in writing of all subcontracts awarded under this contract and this shall not relieve any liability or obligation under the contract to the Agency.
- 9.2 The "Tenderer" shall not assign, in whole or any part, its obligations to perform under this contract, to other Agency without prior written permission of the Department.

**10.0 OTHER OBLIGATIONS**

10.1 It will be the responsibility of the Contractor/ firm and it has to ensure itself the following:-

- a) The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act, 1970, and Contract Labour (Regulation and Abolition) Central Rules, 1971.
- b) The contractor shall pay the contribution of the ESI & EPF for which the contractor registered himself with EPFO and ESIC, if he comes under its purview as per P.F. & ESIC rules.
- c) Labour employed by the contractor has obtained smart card of ESI, which is essential for imparting medical facility to labour.
- d) Labour employed by the contractor has registered themselves with building and other Construction Worker Act-1996 to get applicable benefits.
- e) No labour below the age of fourteen years shall be employed on the work.



**TECHNICAL INFORMATION**

**Name of Work: "Entry of hydrological data in e-SWIS software and scanning of various river data forms since the establishment of various sites under Lower Yamuna Division, Agra".**

1	Name of Tendering Company/ Firm / Agency (Attach certificate of registration):	
2	Name of proprietor / Director of Company / Firm / agency:	
3	Full Address of Office :	
4	Telephone No.	
5	FAX No.	
6	E-Mail Address :	
7	PAN No. (Attach attested copy):	
8	Goods &Service Tax Registration No. (Attach attested copy)	
9	Financial turnover of the tendering Company / Firm / Agency for the last 3 Financial Years	
	2015-16	
	2016-17	
	2017-18	
10	Additional information, if any (Attach separate sheet, if required)	

Place:  
Date:

Signature of authorized person:  
Name of authorized person:

Seal of Agency/Firm:

**CHECK LIST**

**Name of Work: "Entry of hydrological data in e-swis software and scanning of various river data forms since the establishment of various sites under Lower Yamuna Division, Agra".**

<b>S.No.</b>	<b>Documents</b>	<b>Page No. of document uploaded</b>	
	<b>ELIGIBILITY CONDITIONS FOR THE TENDERERS</b>	<b>(Yes/No)</b>	<b>Page No. of document uploaded</b>
1.	Signed copy of PAN Card.		
2.	Signed copy of GST Registration certificate.		
3.	An undertaking in the specified Performa given at Form-4 that the contractor has not been blacklisted/debar/banned anywhere in past.		
4.	Signed copy of EPF & ESIC Certificate.		
5.	Signed copy for the proof of similar work.		
6.	Certificate of turnover.		
7.	Signed Copy of Income-tax return & Audited Balance sheet of last three years.		

Place:

Date:

Signature of authorized person:

Name of authorized person:

Seal of Agency/Firm:

**FINANCIAL BID**

**NAME OF WORK: "Entry of hydrological data in e-swis software and scanning of various river data forms since the establishment of various sites under Lower Yamuna Division, Agra".**

1	Name of Tendering Company/Firm/Agency:	
2	Details of Earnest Money Deposit:	
2.1	Amount of Earnest Money:	
2.2	D.D./P.O./and Date	
2.3	Drawn on Bank	

**Schedule of Quantity**

S.NO.	Description of items	Quantity	Rate	Amount
1	Complete the entries of hydrological data in e-Swis online software. Approximates 54,87,984 entries & checking the same Hourly Water level (monsoon period) three times daily Water level (non monsoon), Daily Discharge & Mean Water Level, Daily Rain Fall, Daily Temperature Entry etc.	1 Job	.....Per Job	
2	Scanning of Hydrological Observation Data			
2.a	Full Scape/Legal/A-3 Size Paper	2,02,684 Pages	.....Per Page	
TOTAL				
GST				.....%

**Total Amount for Contract**      **Rs.** \_\_\_\_\_ **+GST**  
**In words Rupees** \_\_\_\_\_ **+GST**

**Date:**

Signature of authorized person

**Place:**

Full Name:

Seal of Agency/Firm:

**DECLARATION/UNDERTAKING REGARDING BLACKLISTING/DEBARRING/BAN FROM TAKING  
PART IN GOVERNMENT TENDER BY GOVERNMENT DEPARTMENT**

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that  
the firm/company namely M/S.-----  
-----has not been blacklisted or debarred or banned in the past by any other Government  
organization from taking part in Government tenders.

Information of blacklisting/debarredment, if any .....  
.....  
.....

In case the above information found false I/We are fully aware that the tender/ contract will be  
rejected/cancelled by O/o Executive Engineer, LYD, CWC, Agra and EMD/PG & SD shall be forfeited. In  
addition to the above O/o Executive Engineer, LYD, CWC, Agra will not be responsible to pay the bills for  
any completed / partially completed work.

Signature -----  
Name & address of the firm:

Seal of the firm should be affixed.

Date:

Signature of Bidder with seal.

**TENDER ACCEPTANCE LETTER**

Government of India  
Central Water Commission

**STATE:** Central  
**CIRCLE:** H.O. Circle Vaishali  
**DIVISION:** Lower Yamuna Division –Agra

**ITEM RATE TENDER AND CONTRACT FOR WORKS**

Tender for the work of “**Entry of hydrological data in e-swis software and scanning of various river data forms since the establishment of various sites under Lower Yamuna Division, Agra**”.

I/We have read and examined the notice-inviting tender, Specifications applicable, Drawings, General Rules and Directions, Conditions of Contract, Clauses of contract and all other contents in the tender documents for the work.

I/We hereby tender for the execution of the work specified for the Executive Engineer, Lower Yamuna Division, CWC, Agra within the time specified in schedule of quantities and in accordance with the specifications, drawings if any and instructions in writing referred to in general rules, special rules and terms and conditions of contract.

I/We agree to keep the tender open for 90 days from the due date of submission thereof and not to make the modifications in its rates, terms and conditions etc.

Earnest Money is hereby forwarded in form of DD/Fixed Deposit receipt (FDR) of Scheduled Bank in favour of **Executive Engineer, Lower Yamuna Division, CWC, Agra payable at Agra**, if I/We, fail to commence the work specified; I/We agree that the said Executive Engineer, Lower Yamuna Division, CWC, Agra or his successors in office shall without prejudice to any other right or remedy, liberty to forfeit the said earnest money and the performance guarantee absolutely otherwise said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender document terms and conditions contained or referred to therein and to carry out such deviations as may be ordered up to maximum of the percentage mentioned in schedule .

Further, I/We agree that in case of forfeiture of earnest money or both earnest money and performance guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

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 to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Department.

**Signature of Contractor**

**Postal Address:**

**Date:**

**Witness Address:**

**Occupation:**

### **ACCEPTANCE**

The above tender (as modified by the letters mentioned here under) is accepted by me for and on behalf of President of India for a sum of Rs. .... (Rupees.....)

The letters referred to below shall form part of this contract agreement.

1

2

3

For and on behalf of President of India

Signature Designation

**DECLARATION**

I,.....Son/Daughter/Wife of Shri \_\_\_\_\_Proprietor / Director/ authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information /fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Contractor /authorized person:

Date: Full Name:

Place: Seal:

## Contract Form

### CONTRACT AGREEMENT FORM

**THIS AGREEMENT** made on the.....day of.....20.....between Executive Engineer, Lower Yamuna Division, Central Water Commission, 404-409, Sec-12C, Avas Vikas Colony, Sikandra, Agra-282007 (*Name of purchaser*) (*hereinafter "the Purchaser"*) of one part and ..... (*Name of Contractor*) of..... (*City and Country of Contractor*) (*Hereinafter called "the Contractor"*) of the other part:

**WHEREAS** the Purchaser invited Tenders for certain services, viz “ **Entry of hydrological data in e-SWIS software and scanning of various river data forms since the establishment of various sites under Lower Yamuna Division, Agra**” has accepted a Tender by the Contractor for the supply of services in the sum .....  
 ..... (*Contract Price in Words and Figures*) (*Hereinafter called "the Contract Price"*).

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a. the tender form, technical bid and the price schedule submitted by the Tenderer;
  - b. Tender document
  - c. amendments to the tender document;
  - d. Post tender opening correspondence with all related correspondence including all addendum and corrigendum ; and
  - e. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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



### **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 gazette holidays): +91-11-26202699 (Multiple lines) Emergency Support Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	<a href="mailto:etssupport@tcil-india.com">etssupport@tcil-india.com</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 Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

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

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

by the concerned Tender Opening Officer.

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

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

**OR**

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid

Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization.

There is an additional protection with SSL Encryption during transit from the client-end computer of a 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.

### **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)