

भारत सरकार
GOVERNMENT OF INDIA
जल शक्ति मंत्रालय
MINISTRY OF JAL SHAKTI
जल संसाधन, नदी विकास और गंगा संरक्षण विभाग
DEPARTMENT OF WATER RESOURCES, RD & GR
केन्द्रीय जल आयोग
CENTRAL WATER COMMISSION
ऊपरी कृष्णा मंडल, पुणे
UPPER KRISHNA DIVISION, PUNE



ऊपरी कृष्णा मंडल, केन्द्रीय जल आयोग, पुणे के तहत
मौजूदा / पुराने कंप्यूटरों को बदलने के लिए ई-निविदा
(दो बोली प्रणाली)
**e-TENDER FOR REPLACEMENT OF EXISTING / OLD
COMPUTERS UNDER UPPER KRISHNA DIVISION, CWC,
PUNE**
[Two bid system]

ऊपरी कृष्णा मंडल, केन्द्रीय जल आयोग, पुणे	
Upper Krishna Division, Central Water Commission, Pune	
निविदा ऑनलाईन जमा करने की अंतिम तिथि और समय Last Date and Time for online submission of tender	30.10.2021, 18:00 Hrs.
निविदा खोलने की तिथि और समय Date and Time of Opening of Tender	01.11.2021, 11:00 Hrs.

यह प्रमाणित किया जाता है की इस निविदा दस्तावेज में केवल 26 पृष्ठ है।

Certified that this tender document contains 26 pages only.

Sd/-
अधिशाली अभियंता / Executive Engineer
ऊपरी कृष्णा मंडल / Upper Krishna Division



संख्या: ऊ.कृ.मं./डी-14021/ क.अ.(मु)./2018/2169-75

दिनांक : 20/10/2021

निविदा आमंत्रण सूचना / NOTICE INVITING TENDER

“ऊपरी कृष्णा मंडल, केन्द्रीय जल आयोग, पुणे के तहत मौजूदा / पुराने कंप्यूटरों को बदलने के लिए ई-निविदा”

“e-TENDER FOR REPLACEMENT OF EXISTING / OLD COMPUTERS UNDER UPPER KRISHNA DIVISION, CWC, PUNE”

भारत के राष्ट्रपति की ओर से ऊपरी कृष्णा मंडल, केन्द्रीय जल आयोग, पुणे द्वारा पात्र आपूर्तिकर्ताओं / विनिर्माण / कंपनी से निविदा के लिए ऑनलाइन बोलियां आमंत्रित करता है, जैसा की नीचे दिए गए विनिर्देशों के अनुसार है।

On behalf of the President of India, Executive Engineer, Upper Krishna Division, Central Water Commission, Pune invites online bids for tendering from the eligible Suppliers / Manufactures / Firms for the supply of following items, as per specifications given below.

01	कार्य का नाम / Name of work	Replacement of Existing / Old computers under Upper Krishna Division, CWC, Pune.
02	बयाना रकम / Earnest Money	शून्य। बोली सुरक्षित करने की घोषणा प्रस्तुत की जानी है / Nil. Bid securing declaration needs to be submitted.
03	निविदा की कीमत / Cost of Tender	शून्य / Nil
04	कार्य पूर्ण करने की अवधि / Delivery Period	निर्माण आदेश जारी होने के 45 दिनों के अंदर। 45 days from the date of Work order.

- निविदा दस्तावेज सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल <http://eprocure.gov.in/eprocure/app> से डाउनलोड किया जा सकता है।
Tender documents can be downloaded from the Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>.

महत्वपूर्ण दिनांक की सूची / CRITICAL DATE SHEET

प्रकाशन की तिथि / Date of Publishing	21.10.2021, 09:00 Hrs.
बोली दस्तावेज़ डाउनलोड करने की तिथि / Bid Document Download Date	21.10.2021, 09:00 Hrs.
बोली जमा करने की आरंभ तिथि / Bid Submission Start Date	21.10.2021, 09:00 Hrs.
बोली जमा करने की अंतिम तिथि / Bid Submission End Date	30.10.2021, 18:00 Hrs.
बोली खुलने की तिथि / Bid Opening Date	01.11.2021, 11:00 Hrs.

- Bids received on the CPP Portal (<http://eprocure.gov.in/eprocure/app>) only will be considered. Bids in any other form sent through sealed cover / email / post / fax etc. will be rejected.
- The bidder should fulfill the following eligibility criteria and shall submit proof for the same.
 - Bidder Should be an Authorized Supplier for brand which he is supplying.
 - Bidder Should have a valid GST number.
 - Bidder Should have a valid PAN number.
 - Bidder / Firm should have office in Pune (Necessaary proof should be submitted. Bidders who don't have office in pune will be rejected in technical evaluation).

- e. Bidder should upload the specification of computers including Brand for which he is supplying as per ANNEXURE-I.
4. The location for Supply is Office of the Executive Engineer, Upper Krishna Division, 2nd Floor, National Water Academy, Khadakwasla, Pune - 411024.
 5. Bids shall be submitted online only at the CPPP website <https://eprocure.gov.in/eprocure/app>.
 6. Bidders are advised to follow the 'Special Instructions to the Contractors / Bidders for the e-submission of the bids online' available through the link 'Help for Contractors' at the e-Procurement Portal <https://eprocure.gov.in/eprocure/app>.
 7. Bidder shall not modify the downloaded tender form including the downloaded price bid template in any manner. In case any tender form / Price bid template is found to be tampered with / modified in any manner, such bid will be summarily rejected, Bid Security would be forfeited, and the bidder would be liable to be banned.
 8. Bidders are advised to check the CPPP website <https://eprocure.gov.in/eprocure/app> at least 1 day before the closing date of submission of tender for any corrigendum, addendum, or amendment to the tender document.
 9. Tender Fees and Bid Security: The Tender fees of Rs. Nil/- and Earnest Money (Bid Security), Rs. Nil/- (Bid Securing declaration needs to be submitted).
 10. The firm, whose bid is accepted, will be required to furnish a performance guarantee of 3% (three percent) of the tendered amount within the period specified in Schedule 'F'. This guarantee shall be in the form of deposit at call receipt of a scheduled bank / fixed deposit receipt of a scheduled bank / demand draft of scheduled bank / bank guarantee issued by a scheduled bank in accordance with the prescribed form. In case the firm fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the contractor will be suspended from being eligible for bidding in any contract with the Purchaser for the period of five years.
 11. Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
 12. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reasons.
 13. All bids in which any of the prescribed conditions are not fulfilled or any condition including that of the conditional rebate is put forth by the bidders shall be summarily rejected.
 14. Canvassing whether directly / indirectly, in connection with tender is strictly prohibited and the tender submitted by a Tenderer who resorts to canvassing is liable to rejection.
 15. The competent authority on behalf of the President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
 16. Validity Period of Tender: The offer for the work shall remain valid for acceptance for a period of 90 (Ninety) days from the date of opening of online bids.

17. If any firm withdraws its bid before the said period or issues of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, the bidders shall not be allowed to participate in the re-bidding process of the work.
18. It is suggested that the tenderer may acquaint themselves with the requirements of the supply before submitting the tender.
19. No deviation in the payment terms mentioned in the tender document is permissible. The tenderer shall be deemed to agree with the payment terms mentioned in the tender document for submission of the bid.
20. The signing of the Contract Agreement: The Notice inviting tender, all documents including General terms & conditions, any corrigendum to this tender, 'Clauses of Contract', 'Special Terms & Conditions', 'Scope of Work & Specifications etc. (if issued by the O/o Executive Engineer, Upper Krishna Division, Central Water Commission, Pune) shall form part of the tender as issued at the time of invitation and rates quoted at the time of submission of tender and acceptance thereof together with any correspondence leading thereto.

Sd/-

अधिशालसी अभियंता / Executive Engineer
भारत के राष्ट्रपति की ओर से / For and on behalf of President of India

प्रतिलिपि / Copy;

- 1) अधीक्षण अभियंता, कृष्णा एवं समन्वय परिमंडल, केन्द्रीय जल आयोग, हैदराबाद को सूचनार्थ ।
The Superintending Engineer, K&CC, Hyderabad for information please.
- 2) उप निदेशक, एसएमडी, सीडब्ल्यूसी, नई दिल्ली को सीडब्ल्यूसी की वेबसाइट पर अपलोड करने के लिए ।
The Deputy Director, SMD, CWC, New Delhi for uploading of same on CWC website.
- 3) उप-मंडल अभियंता, ऊ.कृ.उ.मं., मिरज / नि.भी.उ.मं., सोलापुर / ऊ.भी.उ.मं., पुणे ।
The Sub-Divisional Engineer, UKSD, Miraj / LBSD, Solapur / UBSD, Pune.
- 4) लेखा अनुभाग, ऊपरी कृष्णा मंडल, केन्द्रीय जल आयोग, पुणे ।
Account Section, Upper Krishna Division, Central Water Commission, Pune.
- 5) सूचना पट्ट, ऊपरी कृष्णा मंडल, केन्द्रीय जल आयोग, पुणे ।
Notice Board, Upper Krishna Division, Central Water Commission, Pune.

निविदा की प्रमुख घटनाएँ और तिथियाँ / Tender Key Events and Dates

1.	निविदा आमंत्रण करने वाले प्राधिकारी का पदनाम / पता / Tender Inviting Authority Designation / Address	अधिशायी अभियंता, ऊपरी कृष्णा मंडल, केन्द्रीय जल आयोग, दूसरा तल, राष्ट्रीय जल अकादमी संकूल, खडकवासला आर. एस., पुणे - 411 024 Executive Engineer, Upper Krishna Division, Central Water Commission, 2nd Floor, National Water Academy Complex, Khadakwasla R.S., Pune - 411 024 Tel / Fax: 020-24380073 / 020-24381086, E-mail: ukdcwc@gmail.com Contact no. for clarifications: 7987567063
2.	निविदा प्रस्तुत करने का तरीका/ Mode of Submission of tender	बोली केवल ई-प्रोक्योरमेंट पोर्टल (http://eprocure.gov.in/eprocure/app) के माध्यम से ऑनलाइन जमा की जानी है। दस्ती रूप से जमा की गई बोलियाँ स्वीकार नहीं की जाएंगी। बोली दाताओं को वेबसाइट में पंजीकरण कराना आवश्यक होगा जो कि निः शुल्क है। The bids are to be submitted online through the e- procurement portal only (http://eprocure.gov.in/eprocure/app). Bids submitted manually will not be accepted. The bidders would be required to register on the website which is free of cost.
3.	पत्र पानेवाला का पता जिस पर दस्तावेज़ प्रस्तुत किया जाना है। (स्वीकृत रूप में मूल बोली सुरक्षा / ईएमडी) Addressee and address at which documents are to be submitted. (Original Bid Security / EMD in approved form)	अधिशायी अभियंता, ऊपरी कृष्णा मंडल, केन्द्रीय जल आयोग, दूसरा तल, राष्ट्रीय जल अकादमी संकूल, खडकवासला आर. एस., पुणे - 411 024 Executive Engineer, Upper Krishna Division, Central Water Commission, 2nd Floor, National Water Academy Complex, Khadakwasla R.S., Pune - 411 024
4.	कार्य की आवश्यकता / Job requirement	ऊपरी कृष्णा मंडल, केन्द्रीय जल आयोग, पुणे के तहत मौजूदा / पुराने कंप्यूटरों को बदलने के लिए ई-निविदा “e-Tender for replacement of Existing / Old Computers under Upper Krishna Division, CWC, Pune”
5.	भाषाएं जिसमें छपाई की जानी हैं / Language(s) in which items to be printed	अंग्रेजी / English
6.	निविदा की वैधता/ Validity of the Tender	90 दिन / Days
7.	निविदा जारी करना / Issuance of the Tender	बोली दस्तावेज सीडब्ल्यूसी की वेबसाइट http://www.cwc.gov.in से या सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल http://eprocure.gov.in/eprocure/app से डाउनलोड किए जा सकते हैं। Bid Documents can be downloaded from CWC website http://www.cwc.gov.in or from the Central Public Procurement Portal http://eprocure.gov.in/eprocure/app .
8.	निविदा दस्तावेज की कीमत / Cost of Tender Document	शून्य / Nil
9.	ऑनलाइन बोलियाँ जमा कराने की अंतिम तिथि एवं समय / Last date & Time for submission of Bids Online	30.10.2021, 18:00 Hrs.
10.	बयाना देय रकम / Earnest Money Deposit amount payable.	शून्य, बोली सुरक्षित करने की घोषणा प्रस्तुत की जानी है। Nil. Bid securing declaration needs to be submitted.

11.	सार्वजनिक ऑनलाइन निविदा खोलने की तिथि, समय और स्थान Date, Time and Place of Public Online Tender Opening Event	दिनांक 01.11.2021 को बोली की ऑनलाइन ओपनिंग सुबह 11:00 बजे शुरू होगी बोली खोलने की तिथि पर, बोली लगाने वाला लॉगिन कर सकता है और बोली खोलने की प्रक्रिया देख सकता है। बोली खोलने के बाद, वह प्रतियोगी बोली पत्रक प्राप्त करेगा। Online Opening of bid shall commence at 11:00 Hrs. on 01.11.2021. On opening date, the bidder can login and see the bid opening process. After opening the bids, he / she will receive the competitor bid sheets.
12	कार्य पूर्ण करने की अवधि / Delivery Period and Place	आपूर्ति आदेश जारी होने के 45 के अंदर 45 Days from the date of work order.

INSTRUCTIONS TO TENDERERS

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

2. Tender / Bid shall be accepted through only online mode on CPPP e-Procurement Portal <https://eprocure.gov.in/eprocure/app>.

3. SUBMISSION OF DOCUMENTS

3.1. As part of the **Technical Bid**, a signed and scanned copy of the following document must be uploaded:-

(i) Copy of appropriate Authorized supplier certificate (for brand which bidder has supplying), valid PAN card, GST number and firm should have office in pune for that proof may be submitted.

(ii) Bid Securing Declaration.

(iii) Copy of filled and signed form (**TENDER**) declaring acceptance of the tender clauses.

(iv) Copy of Dealership / Distribution rights if not an OEM.

Note: Bid documents may be scanned with 100 dpi with the black and white option which helps in reducing the size of the scanned document.

3.2. As part of the **Financial Bid**, the following document must be uploaded:-

(i) Duly Filled Price Bid in BoQ file format.

Note:

Bidders are required to download the BoQ file, open it and complete the blue-colored (unprotected) cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file template is found to be modified by the bidder, the bid will be rejected.

4. Evaluation of Bids: Initially only the Technical Bids shall be opened and evaluated. If the bidder fully meets the qualifying criteria as specified in the bid document, only then his financial bid will be opened. The bids not meeting the qualifying criteria shall be deemed non-responsive. Such financial bids shall not be opened. Please note that conditional bids will be summarily rejected.

5. Rate shall be quoted in Indian Rupees only.

6. The Tenderer shall not contact the Department on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Department, it should do so in writing.

7. An affirmative determination will be a prerequisite for the award of the work to the contractor.

TENDER

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

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

I/We agree to keep the tender open for Ninety (90) days from the due date of opening of online bids thereof and not to make any modifications in its terms and conditions.

I/We agree to furnish the prescribed performance guarantee within the prescribed period. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 and 12.3 of GCC.

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

Dated.....

Signature of Contractor

Postal Address

Witness:

Address:

Seal

Occupation

Chapter 3- SCHEDULES

Schedule 'A'	Schedule of Quantities (Enclosed)
Schedule 'B'	Not applicable
Schedule 'C'	Not applicable
Schedule 'D'	Not applicable
Schedule 'E'	Not applicable
Schedule 'F'	Reference to General Conditions of contract

Name of Work : Replacement of Existing / Old Computer under UKD, CWC, Pune.

Earnest Money	Rs. Nil. Bid securing declaration needs to be submitted.
Performance guarantee	3% of the contract / tendered price
Security Deposit	2.5% of Total Bill Amount
Office inviting tender	Executive Engineer, Upper Krishna Division, CWC, Pune
Engineer in charge	Executive Engineer, Upper Krishna Division, CWC, Pune
Accepting Authority	Superintending Engineer, Krishna Coordination Circle, Hyderabad
Percentage of the cost of materials and labor to cover all overheads and profits.	Not Applicable
Standard Schedule of Rates	Not applicable
Department	Central Water Commission
Clause 1	
Time allowed for submission of Performance Guarantee from date of issue of letter of acceptance.	15 Days
Maximum allowable extension beyond the period (provided in i) above	Nil
Clause 2	
Authority for fixing Compensation under clause 2	Superintending Engineer, Krishna Coordination Circle, Hyderabad
Clause 2 A (Incentive)	
Whether Clause 2 A is applicable	No
Clause 5	
Number of days from date of issue of letter of acceptance for reckoning date of start of work	15 Days

Milestones	
Time allowed for the execution of Work	45 days
Authority to decide Extension of time	Executive Engineer, Upper Krishna Division, CWC, Pune
Clause 6 & 6A (Measurement)	Clause 6 is applicable
Clause 7	
Payment on intermediate Certificate to be regarded as advances	Not applicable
Clause 10 A	Not applicable
Clause 10 B(ii)	Not applicable
Clause 10CA	Not applicable
Clause 10 CC	Not applicable
Clause 11	Applicable
Specifications to be followed for execution of work	As per Scope of Supply and Terms & Conditions of Tender document
Clause 12 (Deviations / Variations Extent and Pricing)	Applicable
Clause 16 (Action in case Work not done as per Specifications)	As per Scope of Work and Terms & Conditions of Tender document
Clause 42	Not applicable

FORM OF BID-SECURING DECLARATION

[The Bidder shall fill in this form in accordance with the instructions indicated.]

Date:

Bid No.:

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of *five years* starting on *[date]* if we are in breach of our obligation(s) under the bid conditions because we:

- (a) Have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder*_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid

PERFORMANCE GUARANTEE (CLAUSE - 1)

(I) The contractor shall submit on irrevocable performance guarantee of 3% (three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) within 15 days of issue of letter of intent. This period can be further extended by the Engineer-in-charge upto a maximum period of 7 days on the written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call Receipt of any Scheduled Bank / Banker's Cheque of any Scheduled Bank / Demand Draft of any Scheduled Bank / Pay Order of any Scheduled Bank (in case of guarantee, the amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of only Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

(II) A letter of intent shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the award letter shall be issued only after the Performance Guarantee in any of the prescribed forms is received. In case of failure by the contractor to furnish the performance guarantee within the specified period, Government shall without prejudice to any other right or remedy available in law be at liberty to forfeit the Performance Guarantee.

(III) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. (IV) The Engineer-in-charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:-

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described hereinabove, in which event the Engineer-in-charge may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the Agreement, within 60 days of the service of notice to this effect by Engineer-in-charge.

(V) In the event of the contract being determined or rescinded provisions of any of the clauses/conditions of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND

1. In consideration of the President of India (hereinafter called "The government") having agreed under the terms and conditions of Agreement No. dated made between And [hereinafter called "the said contractor(s)*"] for the work (hereinafter called "the said agreement") having agreed to the production of an irrevocable Bank Guarantee for Rs.(Rupees Only) as a security /guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we (Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the government on the amount not exceeding Rs. (Rupees Only) on demand by the Government.

2. We (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the government stating that the amount \claimed is required to meet the recoveries due or likely to be due from the said contractor(s). any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).

3. We, the said Bank further undertakes to pay to the Govt. any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and a fact during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Govt. under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Govt. certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary only of the terms and conditions of the said Agreement or to extend the time of performance by the said contractor(s) from time to time or postpone for any time or from time to time any of the powers exercisable by the Govt. against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension is granted to the said contractor(s) or for any forbearance, act of omission on the part of the Govt. or any

indulgence by the Govt. to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This guarantee will not be discharged due to the change in the Constitution of the Bank or the contractor(s).

7. We (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Govt. in writing.

8. This guarantee shall be valid upto Unless extended on-demand by Govt. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees.....) only and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the day of for
(indicating the name of Bank).

RECOVERY OF SECURITY DEPOSIT (CLAUSE 1A)

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit the Government of the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of total bill amount along with the sum already deposited as earnest money, will amount to a security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Government by way of the Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or the form of Government Securities of fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favor of the Engineer-in-charge, any sum or sums which may have been deducted from, or raised by the sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above.

NOTE – 1: Government papers tendered as security will be taken at 3% (Three percent) below its market price or at its face value, whichever is less.

The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

NOTE – 2: Government Securities will include all forms of Securities mentioned in rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

NOTE – 3: Note 1 & 2 above shall be applicable for both Clause 1 & 1A.

GENERAL INFORMATION AND ADDITIONAL TERMS & CONDITIONS OF THE CONTRACT

Definitions & Interpretations

Goods: means the computer with its accessories to be provided at the purchaser's facility under the contract.

EE : means Executive Engineer, Upper Krishna Division, CWC, Pune.

Contract: means the agreement reached by the purchaser and the supplier for the goods mentioned in this document. All documents, letters, Correspondence exchanged for this work shall be part of the contract.

Contract Price: The cost of goods identified in the supplier proposal is included in the Contract price in its 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.

Purchaser: The President of India through the Executive Engineer, Upper Krishna Division, Central Water Commission, Pune

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 Period of supply: is the period during which the contractor is liable to provide goods without any additional cost to the purchaser.

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

Interpretations

Language: shall be English only for this contract

Context: the singular and plural shall be interchangeable as per the context of the contract

Supplier's responsibilities and obligations

- a) The Contractor is responsible for conducting all contracted activities with due care and diligence, in accordance with the contract and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the contract.
- b) The contractor is obliged to work closely with the purchaser and abide by directives that are consistent with the terms of the contract.

Purchaser's responsibilities

- a. The purchaser will ensure the accuracy of all information.
- b. The purchaser will ensure the availability of the site for the supply of equipment.
- c. The purchaser does not bind himself to accept the lowest tender.
- d. The equipment which does not qualify with sought technical specifications would be rejected.

Duration of Contract

The period of operation of the contract shall be till the supply of goods to the satisfaction of the purchaser.

Program of work

- a. Immediately after the signing of the contract, the Contractor shall make necessary arrangements for the supply of goods at the consignee locations mentioned in Schedule A - Schedule of requirements.
- b. The time allowed for carrying out the supply will be 45 days from the date of supply order in accordance with the phasing,
 - i) The Contractor shall not, without the Purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification or information furnished by or on the behalf of the purchaser 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 as far as may be necessary for purposes of such performance.
 - ii) Any document other than the contract itself shall remain the property of the purchaser and all copies thereof shall be returned to the purchaser on termination of the contract.
 - iii) The contractor shall not, without the purchaser's prior consent, make use of any document or information enumerated in this document except for purpose of performing the contract.

Others Conditions of Contract

- a) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India.
- b) The quantity shown in the tender document is approximate and this quantity may increase or decrease as per the requirements without any change in unit price or other terms and conditions.
- c) The contractor should conduct a demonstration if required at the site/place where the equipment shall be supplied at the time and date decided by Executive Engineer, UKD, CWC, Pune.
- d) The net rate quoted per item/unit of goods shall be for purchaser destination, which should include all taxes, insurance, freight charges, etc. While quoting a rate, this point should be consider.
- e) **Bidders should visit the office for checking / confirmation of status of Existing / old computers (Status of old computers will not be shared by telephonically or email).**
- f) **Goods to be supplied should be of good quality and as per technical specifications, otherwise they will be rejected.**
- g) The bidder should carefully study and understand all the bid specifications, commercial, technical and general conditions.
- h) The materials should be supplied as per Govt. rules and regulations.

- i) The competent authority on behalf of the President of India does not bind itself to accept the lowest or any tender and reserves its right to reject or postpone any or all of the tenders received without the assignment of any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- j) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection and will be treated as disqualification.
- k) The purchaser reserves the right to reject any tender on the basis of inferior quality.

Force Majeure

- (i) For purposes of this clause “Force Majeure” will mean any event beyond the control of the contractor and not involving the contractor’s fault or negligence. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (ii) If a Force Majeure situation arises, the contractor shall promptly notify the purchaser in writing of such condition and the causes thereof. Unless otherwise directed by the purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- (iii) If an event of Force Majeure continues for a period of ninety (90) days or more, the parties may by mutual agreement, terminate the contract without either party incurring any further liabilities towards the other with respect to the contract, other than to effect payment for the product already delivered or services already performed.
- (iv) No claim or increased costs are entertained attributable to the Force Majeure.

Warranty

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

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

Contract Price

Prices quoted by the tenderer shall remain fixed and not subject to variation on any account and shall be inclusive of all taxes, duties, octroy, transportation charges, etc including GST. Any variation in the GST will be paid / deduct on submission of documents. No extra charges are payable. The prices should be given as per the format given in the price schedule.

Terms of Payment

- a) The payment shall be made on supply of all goods with required quality & specification at the purchaser's premises as identified in chapter 3 to the satisfaction of the purchaser and as per the terms and conditions of the contract.
- b) The payment shall be made after successful test running of the instrument (Computer with its accessories) for one week at the consignee location as specified in the SCHEDULE "A":- SCHEDULE OF QUANTITY.
- c) After supply, of the materials, the pre-receipted bill (in duplicate) may be submitted by the contractor to the department.
- d) The payment shall be made through e-payment only as per the bank details provided by the bidder.
- e) Income Tax, Cess and GST at applicable rates will be deducted from the bill.

Tax and Duties

All the existing and new taxes, levies, customs, and other charges levied on the goods and services rendered by the Contractor shall be borne by the Contractor only within the quoted rates.

Advances

No advance payment is payable under this contract.

Termination of Contract

a. For Purchaser's convenience

The purchaser can terminate the contract at any time by giving a notice of 7 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

1. 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.
2. The Purchaser may without prejudice to any other right issue a notice of termination of the contract stating the nature of the 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. Termination by Contractor

The contractor can terminate the contract with 15 days' notice only in case:

- i) The Contractor is unable to carry out its obligations of the contract for any reason attributable to the purchaser. For this the contractor will be suspended from being eligible for bidding in any contract with the Purchaser for the period of five years.

Liquidated Damages

- a) Penalty for faulty goods: the purchaser has the right to return any goods which are not as per the specifications.
- b) Notwithstanding the provisions of the tender document, the Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or another failure to perform its obligations under the contract is the result of an event of Force Majeure.

Notices

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speed post, personal, or courier delivery. The transmission by electronic data exchange (fax, email) shall be reconfirmed in writing. Any change in the address etc. shall be communicated within 10 days to another party.

Disputes

The decision of the Purchaser shall be final regarding the quality of goods provided by the supplier; the other aspects arising shall only be referred to as Disputes. The Contractor may address its intention with evidence for the settlement of the dispute in writing to the Purchaser.

The work shall not stop unless agreed mutually or ordered by the arbitrator(s).

Settlement of Disputes

The settlement of all the disputes of any kind arising out of this contract shall be first through a Mediator and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996

Inspection of Goods

- The purchaser or its representative shall have the right to inspect and/or test the Computers to confirm their conformity to the contract specifications at no extra cost to the purchaser. The technical specifications shall specify what inspections and tests the purchaser require and where they are to be conducted. The purchaser shall notify the contractor in writing, in a timely manner, of the identity of any representatives retained for these purposes. TA/DA of the inspection team will be borne by the purchaser.
- Acceptance Certificates: On successful completion of acceptability test, receipt of deliverables, etc, and after the purchaser is satisfied with the working on the system, the acceptance certificate will be issued as under:
- Acceptance Certificate for the replaced Computers shall be issued by the representative of the Engineer-in-charge after his satisfaction as per the tender document.

Performance Guarantee/ Security Deposit:

- The successful bidder shall have to deposit an amount equal to 3% of the tendered and accepted value of the work as "Performance Guarantee" in favor of Executive Engineer, Central Water Commission, Upper Krishna Division, Pune on receipt of Acceptance letter in the form Demand draft, FDRs, etc. within 15 days.
- Performance Guarantee will be forfeited in case, termination of the contract by the Department due to lapses on the part of the Contractor/successful Bidder.
- A sum of 2.5% of the total bill amount shall be deducted as Security Deposit from the Bill. The security deposit will be released after six months from the date of completion of supply.

Award criteria:

The tendering authority shall award the contract to the Bidder whose bid is responsive and who has offered the lowest evaluated Bid price. Notification of Award:

The bidder whose bid has been accepted will be notified of the award by the tendering authority prior to the expiration of Bid validity period.

The signing of Contract:

The successful bidder, on acceptance of his bid by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign and execute the contract in the contract agreement form.

Changes in Contractor's organization to be approved:

Where the contractor is in a partnership firm, prior approval in writing of the tendering authority shall be obtained before making any change in the constitution of the firm.

Safety Measures:

- In respect of all labor directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his own expense arrange for the safety provisions as per the safety code framed from time to time by the Government of India and shall at his own expense provide all facilities in connection therewith.
- Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

Time schedule:

The entire work shall be completed within 45 days from the stipulated date of start of work in all respects. The work shall not be considered as complete until the Executive Engineer certifies in writing. The defects liability shall commence from the date of such certificate.

Suspension of Work:

The contractor may be granted an extension of time with the approval of Executive Engineer, UKD, CWC, Pune for the works delayed. The contractor shall not be entitled to any compensation on account of such delay.

Penalty:

For any delay in completion of the supply other than because of any exceptionally inclement weather, a penalty of @ 1.5% per month of the Tendered amount of supply.

Other terms and conditions:

- i) The contractor shall not employ the worker below the age of 18 years on the work.
- ii) All necessary steps taken for prompt rescue of any worker in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of work.
- iii) The supply should be completed satisfactorily as per specification in all respect as directed by the Executive Engineer.
- v) The work will be carried out in the manner complying in all respects with the requirements of relevant by-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.

SCHEDULE “A”:- SCHEDULE OF QUANTITIES

“REPLACEMENT OF EXISTING / OLD COMPUTER UNDER UPPER KRISHNA DIVISION, CWC, PUNE”		
Sl. No.	Address of consignee for Supply by the Bidder	Quantity
1.	Upper Krishna Division, 2 nd Floor, , National Water Academy, Khadakwasla, Pune - 411 024	14 Nos
	Total	14 Nos.

CHAPTER 3 – Specifications and allied Technical Details

DETAILED SPECIFICATIONS OF COMPUTER REQUIRED (ANNEXURE-I)

Sl. No.	Description of item / Required Upgraded configuration	Required Qty.
01	CPU : Intel I5 Processor 10 th Generation of make Dell / HP	14
02	Graphic Card : Nvidia GT710 2 GB Graphics or equivalent	14
03	Networking Features : Integrated GBPS LAN Port, 10/100/1000 MBPS, IPv6 Ready with latest version of inbuilt wi-fi and Bluetooth.	14
04	RAM : 8 GB DDR4 compatible with Mother Board and CPU	14
05	Hard Disk : 500 GB SSD (solid state drive)	14
06	Keyboard and Mouse : Wireless (Dell / HP)	14
07	Operating system : Original Windows 10 Professional with license	14
08	MS Office : 2007 / 2010	14
09	Monitor : 22'' Full HD Monitor with resolution 1920 x 1080 pixels, higher having DVI/HDMI/VGA Ports of make Dell / HP	14
10	Anti Virus : Quickheal with 3 years validity	14

DETAIL SPECIFICATION OF EXISTING / OLD COMPUTER TO BE REPLACED

Sl. No.	Item	Description	Qty.
1	Monitor / Screen	i CRT Monitor 14'' HCL	07
		ii LED 17.5'' LG	03
		iii LCD 15.0'' PHILIPS	04
2	C.P.U.	i Intel Chipset Motherboard , Core 2 Duo Processor, Western Digital 500GB HDD, RAM 2 GB with DVD Drive	04
		ii Intel Chipset Motherboard , P4 Processor, old HDD, RAM 512 MB with Samsung CD Drive	07
		iii Intel Chipset Asus Motherboard , 2.6 GHz Pentium Dual Core Processor, Segate 500GB HDD, RAM 2 GB with Windows 7 Ultimate	03
3	Key Board	i HP	07
		ii HCL PS2	07
4	Mouse	i HP	04
		ii HCL PS2	07
		iii Dell	03

CHAPTER 5 – TECHNICAL & FINANCIAL BIDS

FINANCIAL BID

Name of Work: Replacement of Existing / Old Computers under Upper Krishna Division, Central Water Commission, Pune

Sl. No.	Description of Item	Qty	Rate	Amount
01	1) CPU : Intel I5 Processor 10th Generation of make Dell / HP. 2) Graphic Card : Nvidia GT710 2 GB Graphics or equivalent. 3) Networking Features : Integrated GBPS LAN Port, 10/100/1000 MBPS, IPv6 Ready with latest version of inbuilt wi-fi and Bluetooth. 4) RAM : 8 GB DDR4 compatible with Mother Board and CPU. 5) Hard Disk : 500 GB SSD (solid state drive). 6) Keyboard and Mouse : Wireless (Dell / HP). 7) Operating system : Original Windows 10 Professional with license. 8) MS Office : 2007 / 2010. 9) Monitor : 22" Full HD Monitor with resolution 1920 x 1080 pixels, higher having DVI/HDMI/VGA Ports of make Dell / HP. 10) Anti Virus : Quickheal with 3 years validity (Quoted rates should be inclusive of GST and Transportation Charges).			
02	Buyback of old computer under UKD, Pune (Please refer tender document for detail specification of computer to be replaced).			
	Total (in Rupees)			

Grand Total Amount (inclusive of all charges, taxes, etc.) in words:

Notes: above form is for information purposes only and Not To Be Filled. Bidders are required to download the BoQ, open it and complete the blue colored (unprotected) cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

Notes:

- The rates shall be quoted inclusive of all taxes.
- The rate quoted by the agency shall be inclusive of all the charges including transportation (to the consignee) etc. central, state, and local taxes, etc., or any other charges which may occur for carrying out contract obligations.
- The submission of a bid shall construe that the bidder has carefully read the terms & conditions of the tender document & agree to the same.
- The Tenderer shall submit a certificate with a final bill signed in original and issued by the Original Equipment Manufacturer/authorized dealer that it will provide back-to-back support and honor the warranty obligations of the equipment supplied by the supplier.**

CONTRACT / AGREEMENT FORM

This Contract/Agreement (Agreement no.) was made on the day of 2021 between the Executive Engineer (for and on behalf of the President of India), Upper Krishna Division, CWC, Pune (name or address of the Department) (hereinafter called "the First Party") and

.....
(name and address of the contractor) (Hereinafter called "the Second Party"). WHEREAS the First Party is desirous that the Contractor executes the work "(hereinafter called "the works") and the First Party has accepted the Bid by the Second Party for a contract price of Rs.....
(Rupees.....
.....) only.

Now, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. In consideration of the payments to be made by the First Party to the Second Party is hereinafter mentioned, the Second party hereby covenants with the First Party for "**Replacement of Rexisting / Old Computers under Upper Krishna Division, CWC, Pune**" in conformity in all aspect with the provisions of the contract.
2. The First Party hereby covenants to pay the Second Party in consideration for "**Replacement of Existing / Old Computers under Upper Krishna Division, CWC, Pune**", the contract rate or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.
3. The following documents shall be deemed to form and be read and construed as part of this contract, viz.:
 - a. Tender Document issued to the contractor and duly submitted by him duly signed;
 - b. Amendments/Corrigendum to the tender document, if any;
 - c. Letter of the contractor submitting the tender;
 - d. Other letters of the contractor and the departmental officers that were exchanged before the tender are accepted;
 - e. Rate and Amount of tender/bid quoted by the contractor;
 - f. Letter of the Executive Engineer communicating acceptance of the tender;
 - g. Letter of the Executive Engineer regarding the commencement of the work;
 - h. Performance security;
 - i. Other letters of the contractor and the departmental officers that were exchanged after the tender is accepted till the time of signing of this Contract/Agreement;

IN WITNESS WHEREOF the parties have caused this Contract to be executed the day and year first before written.

Binding signature of First Party Signed by _____

Binding signature of Second Party signed by _____

(for and on behalf of the President of India) _____ duly authorized
vide resolution No _____ dated _____ of the Board of
Director of)
In the presence of
(Witnesses)

(1)

(2)