



सर्वकार्येण चकारो
Government of India

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
SIKKIM INVESTIGATION DIVISION
GANGTOK**



**e-Tender for
“Supply of Silt Equipment for Hydrological Observation Sites”
under
Sikkim Investigation Division, CWC, Gangtok**

[Two Envelope with e-Bidding]

Date of Publishing : 23.07.2020 from 1700 Hrs

Last date for online submission of tender : 01.08.2020 upto 1700 Hrs

Due date for opening of tender : 03.08.2020 at 1100 Hrs

Officer Inviting Tender : Executive Engineer,
Sikkim Investigation Division,
Central Water Commission,
Gangtok, Sikkim-737102.
E-mail ID : eesid-cwc@gov.in

Certified that this tender document contains 24 pages only.

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**Government of India
Central Water Commission
Sikkim Investigation Division
Gangtok, Sikkim**

NOTICE INVITING e-TENDER

The Executive Engineer (EE), Sikkim Investigation Division, Central Water Commission, Gangtok invites on behalf of the President of India, online e-Tender vide Tender No. : SID/Gangtok/2020-21/05 dated 23rd July 2020 comprising of Technical and Financial bids from an experienced and eligible suppliers/manufactures/contractors who have carried out similar works in CWC, other Govt. offices, PSUs & any other reputed firms for the work **“Supply of Silt Equipment for Hydrological Observation Sites” under Sikkim Investigation Division, CWC, Gangtok.**

1. Name of work: **“Supply of Silt Equipment for Hydrological Observation Sites” under Sikkim Investigation Division, CWC, Gangtok**
2. Estimated Cost : ₹ 3,60,000/- (Including GST and all other charges)
3. Cost of Tender Document: ₹ 1000/-
4. Earnest Money : ₹ 7,200/-
5. Performance Guarantee: 5 % of tendered value.
6. Delivery Period : 30 Days from the date of issue of Supply Order
7. Delivery Place : Free on Road at O/o Executive Engineer, Sikkim Investigation Division, Central Water Commission, Tadong, Gangtok, Sikkim-737102.

1. Schedule of e-Tender

Date and time of issue of bid document online	:	23.07.2020 from 1700 hrs.
Tender document available online from	:	23.07.2020 from 1700 hrs.
Clarification start date	:	23.07.2020 from 1700 hrs.
Clarification end date	:	31.07.2020 from 1300 hrs.
Last date and time for submission of bids online	:	01.08.2020 upto 1700 hrs.
Date and time of opening of bids	:	03.08.2020 at 1100 hrs
Place of opening of bids	:	Online in O/o Executive Engineer, Sikkim Investigation Division, Central Water Commission, Tadong, Gangtok, Sikkim-737102.

2. Bid Documents can be downloaded from CWC website <http://cwc.gov.in> or from the Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> free of cost.
3. Bidders should enroll/register in the e-procurement module of Central Public Procurement Portal through the website <https://eprocure.gov.in/eprocure/app> for participating in the bidding process.
4. Bidders should also possess a valid Digital Signature Certificate (DSC) of Class III for online submission of bids.

5. Bids received on CPP portal (<https://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.
6. Any change/corrigendum/extension of opening date in respect of this tender shall be issued through CPP Portal only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our CPP Portal for updates.
7. **Cost of Tender Document & Earnest Money Deposit (EMD): ₹ 1000/-** as Cost of Tender Document and **₹ 7,200/-** as Earnest Money Deposit (EMD) online to this Division through “**Bharat Kosh**” portal (<https://bharatkosh.gov.in/>) of Govt. of India for **DDO Code 101882**. In such case, the copy of receipt conforming payment of Cost of Tender Document & Earnest Money Deposit (EMD) must be uploaded along-with the bid document. If the firm is registered with NSIC, MSME, the organization is exempted from submission of Cost of Tender Document and EMD, only on submitting the documentary proof. For other bidders, submission of Cost of Tender Document and EMD in the prescribed form as mentioned above is mandatory. The EMD should remain valid for a period of **45 (forty five) days** beyond the final bid validity period.

The EMD of the unsuccessful bidders would be returned to them after the finalization of the tender and the EMD of the successful bidder would be released after the receipt of Performance Security. No interest on EMD or Performance Security will be payable by CWC under any circumstances.

8. **Performance Security:** The successful bidder will be required to furnish Performance Security at the rate of 5% of the contract value online to this Division through “**Bharat Kosh**” portal (<https://bharatkosh.gov.in/>) of Govt. of India for **DDO Code 101882**, within 10 (ten) days of receipt of Letter of Intent. The copy of receipt conforming payment of Performance Security must be sent to this office. The Performance Security would be retained by the CWC till satisfactory completion of period of contract. The Performance Security shall remain valid till 60 (sixty) days of the completion of all contractual obligations including warranty obligation.
9. The Technical bid of the tender will be opened online at 1100 hrs on 03.08.2020 in presence of the tenders or through their authorized representative who wish to see the online opening of tender in this office. The time of opening of financial bids will be intimated later.
10. The NIT can be downloaded from Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) or www.cwc.gov.in. However, in order to be able to participate in the tender it is mandatory to download official copy of tenders after uploading proof of payment of tender document fee from <https://eprocure.gov.in/eprocure/app>.
11. The Invitation to e-tender is subject to fulfillment of instructions and conditions as per the following:
 - Chapter – 1 : Instruction to bidders
 - Chapter – 2 : Conditions of Contract
 - Chapter – 3 : Schedule of Requirement
 - Chapter – 4 : Specifications and Allied Technical Details
 - Chapter – 5 : Technical & Financial Bid
 - Chapter – 6 : Contract Form
 - General Conditions of Contract 2014 (CPWD)

Executive Engineer,
Sikkim Investigation Division,
Central Water Commission,
Gangtok.

Copy for kind information to:-

1. Superintending Engineer (C), T&BDBO, CWC, Kolkata.
2. Superintending Engineer, Investigation Circle, CWC, Gangtok.
3. Accounts Branch, Sikkim Investigation Division, CWC, Gangtok.
4. Notice Board, Sikkim Investigation Division, CWC, Gangtok.
5. Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>)
6. Web Portal of Central Water Commission (<http://cwc.gov.in/tenders>)

Chapter 1 – Instructions to Bidders

1. General Conditions

1. Before submitting the tender, the tenderer must ensure that it has understood the exact requirement of the Purchaser. ***In the case of any discrepancy or ambiguity felt by the tenderer in the scope of work, and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing by the tenderer and in turn get that clarified from the purchaser in writing at least three days before the last date of tender submission.*** In the case of no such clarification required by the tenderer, it will be construed that all the requirements of the purchaser are understood by the tenderer. No communications will be entertained in this regard at any stage of work after the opening of the tenders.
2. Not more than one tender shall be submitted by one supplier or suppliers having a business relationship. Under no circumstances will 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.
3. Tenderer who has downloaded the tender from the CWC website <https://www.cwc.gov.in> and Central Public Supply portal (CPSP) website <https://eprocure.gov.in> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if same is found to be tampered /modified in any manner, the tender will be completely rejected and EMD shall be forfeited.
4. Intending tenderers are advised to visit again CWC website www.cwc.gov.in and CPSP website <https://eprocure.gov.in/eprocure/app> at least 1 day prior to closing date of submission of tender for any corrigendum/amendment.
5. Bids will be opened as per Date/Time as mentioned in the Tender Key Event Sheet.
6. No tenderer will be allowed to amend or withdraw any terms and conditions/parts or whole/quoted prices of its tender under any circumstances after submission of the tender.
7. The purchaser has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
8. Canvassing, Soliciting, Fraud Practices, Suppression of facts, stating wrong facts and Fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works/purchases.
9. The tenderers are expected to understand the forms, terms, specifications, and other details mentioned in the tender document.
10. Each tenderer is entitled to submit only one set of tender. The tender document is non-transferable.

11. At any time prior to the deadline for submission of tenders, the purchaser, for any reason, whether at its own initiative may modify the scope of work or any condition of the tendering documents by amendments.
12. The tenderers must quote the rates keeping in mind all the terms and conditions mentioned in this document.
13. The valid means of communications for this tender shall be in writing a letter through e- mail or fax.
14. The Director(s)/Owners of the tendering firms having near relative(s) working in CWC are debarred from tendering. An **undertaking in this regard** needs to be furnished by the tenderer. Any breach of this condition would result in the blacklisting in all future works by Central Water Commission.
15. The tendering firm may ensure that it has no engineer of Gazetted rank, earlier employed in CWC (who has not completed two years after his retirement or leaving of services), and is on its Board of Directors. Such firms are debarred from participating in tendering. Such tender is liable to be rejected at any stage of work.
16. It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender.
17. 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.
18. The words “bid” and “bidding” has been used interchangeably with the words “tender” and “tendering” respectively. The term “contractor” has been used interchangeably with “supplier”.
19. For the purpose of this tender the Contract agreement with the successful tenderer shall comprise of :-
 - a) The tender form and financial bid submitted by the tenderer.
 - b) Tender document.
 - c) Amendment to the tender document
 - d) Post tender opening correspondences; and
 - e) Purchaser’s notification of award of the contract

2. Eligibility Criteria for the Tenderers

- a. Should be an authorized dealer/distributor/manufacturer of such items (copy of dealership/distributor may be appended).
- b. Should be a Government registered Firm/Agency.
- c. The tenderer shall have a valid GST number.
- d. The tenderer shall have a valid PAN number.
- e. Should have successfully supplied similar silt equipment to any Govt/PSU/ any reputed organization/firms in last 3 years starting from 2019-20 (**Supporting documents shall be appended so that same can be verified**).
- f. Should have supplied similar silt equipment of atleast Rs. 3.00 Lakhs in last 3 years starting from 2019-20 (**Supporting documents shall be appended so that same can be verified**).

3. Submission of Documents

- 1) The following documents are to be furnished online as **Technical Bid (COVER I)** by the bidder.
 - i. A scanned copy of proof of transaction against Cost of Tender Document/EMD. Bidders claiming exemption of Cost of Tender Document/EMD, should provide documentary proof of their being registered as NSIC/MSE (**indicating the terminal validity date of their registration**) for the items tendered and the same shall be scanned and uploaded. If such a certificate is not submitted before date of opening of technical bids, for the items tendered, the bid will be treated as non-responsive and shall be rejected.
 - ii. Signed copy of firm's registration certificate.
 - iii. Signed copy of partnership deed/authorization/dealership/OEM
 - iv. Signed copy of PAN & GST number of the tenderer.
 - v. Signed original undertaking by the tenderer on his letter head of not being blacklisted by any government department.
 - vi. Signed copy of tender document (each page).
 - vii. Signed copy of work orders and work completion certificate(i.e. receipt from purchasers) during the past 3 three years (starting from 2019-20) for supplying similar silt equipment.
 - viii. The bidder shall submit specifications & drawings including the literature and photographs of the equipment.
- 2) The following documents are to be furnished online as **Financial Bid (COVER II)** by the bidder:

Bill of Quantities (BoQ) (using the Schedule uploaded with the bidding documents) wherein the rates shall be entered online. Upon entry of unit rates for all the items, total Bid Price would be calculated automatically by the System and displayed.
- 3) There is no need to submit any hard copy of the documents unless otherwise required by the purchaser at any stage including tender evaluation stage.

4. Period of Validity of Tenders

- i. The Tender shall remain open for acceptance for a period of 90 days from the date of opening of tenders.
- ii. In exceptional circumstances, the purchaser may solicit the tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided shall also be suitably extended. The tenderer may refuse the request without forfeiting its EMD.

5. Tender Security (EMD)

EMD: Earnest Money Deposit (EMD) for **Rs. 7,200/-** (Rupees Seven Thousand and Two Hundred only) online to this Division through "**Bharat Kosh**" portal (<https://bharatkosh.gov.in/>) of Govt. of India for **DDO Code 101882**. In such case, the copy of receipt conforming payment of Earnest Money Deposit (EMD) must be uploaded along-with the bid document. If the firm is registered with NSIC, MSME, the organization is exempted from submission of EMD on submitting the documentary proof. For other bidders, submission of EMD in the prescribed form as mentioned above is mandatory. The EMD should remain valid for a period of **45 (forty five) days** beyond the final bid validity period.

The EMD will be forfeited:

- a) If a tenderer withdraws its tender during the period of tender validity specified by the tenderer; or
- b) In case of a successful tenderer, if the tenderer fails to furnish the specified performance security.

Refund of EMD

The EMD of the unsuccessful bidders would be returned to them after the finalization of the tender and the EMD of the successful bidder would be released after the receipt of Performance Security. No interest on EMD or Performance Security will be payable by CWC under any circumstances.

6. Contents of Tender Document:

The contents of the tendering documents as listed below shall be read in conjunction with any addendum, if issued. All the components of the tender shall be considered as a single tender document and include:

- a) Notice Inviting e-Tender
- b) Instructions to the Tenderers / Bidders
- c) Conditions of the Contract
- d) Schedule of requirement
- e) Specifications and allied technical details
- f) Price schedule
- g) Performance Security Forms/Bid Security (EMD)

7. Tendering Process**a) Electronic Submission of Bids, and Submission of Original Documents:**

Bids, both Technical and Financial Parts, shall be submitted online on the e- Supply Portal (CPP Portal).

Detailed guidelines for viewing Bids and submission of online Bids are given in the CPP Portal. Any Bidder can log on to this CPP Portal and view the NIT and details of Works/Goods for which Bids are invited. However, every Bidder has to enroll/ register in the CPP Portal, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any Authorized Certifying Agency. The Bidder should register in the CPP Portal using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging onto the website. The Bidder can then log in the CPP Portal through the secure login by entering the password of the e-token & the user id/ password chosen during registration.

The Bidder should go through the Bidding Document carefully and submit the specified documents, along with the Bid otherwise the Bid may get rejected.

b) Opening of Bids:

Bids will be opened online as per specified date & time.

c) Prices

Prices quoted by the tenderer shall be fixed and not subject to variation on any account and shall be inclusive of all taxes, duties, octroi, transportation charges etc., The transportation and handling of equipment's from the premises of the supplier to the facility of the purchaser(as per schedule A- Schedule of Quantities) is the responsibility of the tenderer. No extra charges are payable on this account. The prices should be given as per the format given in price schedule (BoQ).

1. All prices should be in Indian Rupee.
2. The amount will be automatically calculated by the e-Supply System both in figures and in words.
3. The tenderers 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.
4. The tender for the works/supply 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.

d) Non-Conformities between the figure and words of the Quoted prices

The e-Supply System automatically calculates the total amount from unit rates and quantities. The System also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.

e) Evaluation of Tenders:

The tenders will be evaluated on the basis of specifications/required documents as given the tender document and unit rate of each item and total cost.

- a) The Technical Bids will be evaluated as per the conditions given in the tender document based on the track record and past experience of the firm in providing similar goods to Government/Semi Government Agencies.
- b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document. Further, in case the **same lowest rate** is quoted by more than one eligible firm; the selection will be based on the Technical Bid analysis.

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

f) Award of Contract

The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

CHAPTER 2 – CONDITIONS OF CONTRACT

Definitions & Interpretations

Goods: means the Silt Equipment and other items to be provided at the purchaser's facility under the contract.

EE : means Executive Engineer, Sikkim Investigation Division, CWC, Gangtok.

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

Contract Price: The cost of goods identified in the supplier 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.

Purchaser: The President of India through the Executive Engineer, Sikkim Investigation Division, Central Water Commission, Tadong, Gangtok, Sikkim-737102.

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 the purpose of 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 site for supply of equipment.
- c. The purchaser does not bind himself to accept the lowest tender.
- d. The equipment which do 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.

Programme 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 30 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.

Other Conditions of Contract

- a) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India.
- b) The quantity shown in 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 time and date decided by Executive Engineer, SID, CWC, Gangtok.
- 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 kept in time.
- e) Goods to be supplied should be of good quality and as per technical specifications.

- f) Bidder/OEM must have a service center in India wherein facility for repair of the equipment is available (**undertaking in this regard is required to be submitted by the Bidder**).
- g) The bidder should carefully study and understand all the bid specification, commercial, technical and general conditions.
- h) Incomplete tenders/bids without specified EMD shall be rejected.
- i) Bids received without **cost of tender document** will be rejected.
- j) Any correction or error, the quotation should be duly authenticated by the person signing the quotation, overwriting should be avoided.
- k) The materials should be supplied as per Govt. rules and regulations.
- l) The competent authority on behalf of 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.
- m) 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.
- n) The purchaser reserves the right to reject any tender on the basis of inferior quality.

Liquidated damages

- a) In case the supplier is unable to supply the goods within the original /re-fixed delivery period(s) specified in the contract, the Performance Guarantee amount would be forfeited (or) the buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions as mentioned below:
At the rate of 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value which will be decided by the competent Authority as Compensation.
- b) **Penalty for faulty goods:** the purchaser has the right to return back any goods which are not as per the specifications and the same has to be replaced by the supplier free of cost, failing which the entire Performance Guarantee would be forfeited.
- c) Notwithstanding the provisions of 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.

Force Majeure

- (i) For purposes of this clause "Force Majeure" will mean an 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 product already delivered or services already performed.
- (iv) No claim or increased costs are entertained attributable for 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 they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The tenderer further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Tenderer that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

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

After having been notified of the defects / service requirement during warranty period, the Supplier has to complete the required service / rectification within 7 days time limit. If the supplier fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the instrument shall be charged as penalty for each week of delay from the supplier. The supplier can deposit the penalty with the Purchaser directly else the Purchaser shall have a right to recover all such penalty amount from the Performance Guarantee.

Performance Guarantee (PG) & Security Deposit

The successful bidder will be required to furnish Performance Security at the rate of 5% of the contract value online to this Division through “**Bharat Kosh**” portal (<https://bharatkosh.gov.in/>) of Govt. of India for **DDO Code 101882**, within 10 (ten) days of receipt of Letter of Intent. The copy of receipt conforming payment of Performance Security must be sent to this office. The Performance Security would be retained by the CWC till satisfactory completion of period of contract. The Performance Security shall remain valid till 60 (sixty) days of the completion of all contractual obligations including warranty obligation.

A sum at the rate of 2.5% of gross amount of the bill shall be deducted and released after the completion of warranty period (1 year). This is in addition to the performance guarantee.

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, octroi, transportation charges, etc. including GST. Any variation in the GST will be paid/ deduct on submission of documents. The transportation of goods is the responsibility of the tenderer. No extra charges are payable on this account. The prices should be given as per the format given in 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 silt equipment for one week at the consignee location as specified in the SCHEDULE "A":- SCHEDULE OF QUANTITIES
- 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) TDS on Income Tax and GST at applicable rates will be deducted from the bill.

Tax and Duties

All the existing and new taxes, levies, custom 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 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 entire or part of Performance Guarantee may be forfeited.

Notices

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speeds 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 other 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 as Disputes. The Contractor may address its intention with evidences for the settlement of 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.

CHAPTER 3 – SCHEDULES OF REQUIREMENT

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	:	“Supply of Silt Equipment for Hydrological Observation Sites” under Sikkim Investigation Division, CWC, Gangtok
Estimated Cost of Work	:	Rs. 3,60,000/-
Earnest Money Deposit (EMD)	:	Rs. 7,200/-
Delivery Period	:	30 days from the date of issue of supply order
Delivery place	:	Free on Road at O/o Executive Engineer, Sikkim Investigation Division, Central Water Commission, Tadong, Gangtok, Sikkim - 737102

Office inviting tender: Executive Engineer, Sikkim Investigation Division, CWC, Gangtok

Engineer-in-Charge Executive Engineer, Sikkim Investigation Division, CWC, Gangtok

Accepting Authority Executive Engineer, Sikkim Investigation Division, CWC, Gangtok

Percentage on cost of labour to NIL
Cover all overheads and profits

Standard schedule of rates Not applicable

Department Central Water Commission

Standard CPWD Contract No, Contract form as given chapter 6

Clause 1

(i) Maximum allowable extension No extension to be granted

Definitions: Clause 2

Authority for fixing compensation Under Clause 2:	Superintending Engineer, Investigation Circle, CWC, Gangtok, Sikkim – 737102
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Clause 2A

Whether clause 2A shall applicable	No
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Clause 5

Number of days from date of issue of Letter of acceptance for reckoning due of start	Nil
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Clause 6.6A

Clause applicable (6 or 6A)	6A
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Clause 7

Gross work to be done together with Net payment/adjustment of advances for material collected, if any since the Last such payment for being eligible To interim payment Clause 11	N.A
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Specification to be followed for Execution of work Clause 16	All rules & regulations of state transport department. As per the specification mentioned in Tender Document
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Competent Authority for deciding reduced rates	Not applicable i.e., sub-standard work is not accepted
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Clause 36	Not applicable
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Clause 42	Not applicable
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SCHEDULE "A":- SCHEDULE OF QUANTITIES

**"Supply of Silt Equipment for Hydrological Observation Sites" under Sikkim Investigation Division,
CWC, Gangtok**

Sl.No	Item Description	Unit	Quantity
1	Silt Equipment		
1.1	Punjab Type Silt Sampler (As per the Specification given in Annexure-1 in chapter 4)	Nos.	11
1.2	Test Sieve set with receiver (Medium, 100 micron) (As per the Specification given in Annexure-2 in chapter 4)	Nos.	15
1.3	Test Sieve set with receiver (course, 200 micron) (As per the Specification given in Annexure-2 in chapter 4)	Nos.	15
1.4	Desiccator with lid (As per the Specification given in Annexure-3 in chapter 4)	Nos.	11

Chapter 4- Specifications and allied Technical Details

Annexure -1

Silt Sampler (Punjab type) (As per IS : 3913-1966)

Silt, sand and other insoluble materials transported by the streams as suspended load, bed load and wash load, present problems of vital importance with regard to successful operation of many projects concerning flood control, soil conservation, irrigation, navigation, water power development etc.

Different types of samplers like suspended sediment load samplers, bed load samplers, bed material samplers exist. Sediment samplers are used for collection and estimation of the quantity of suspended materials which remain in suspension for considerable periods of time and move with almost the same velocity as the stream.

Silt Sampler (Punjab type) consists of the following main parts :

- a) Frame to hold the sampling bottle (made from metallic)
- b) Spring cylinder and pipe
- c) Lever arrangement
- d) Sampling bottle of 1 Ltr. (made from metal)

The frame provides arrangement for housing one litre bottle in vertical direction. It is attached to a spring cylinder (or lower pipe) and to upper pipe, through which a flexible metallic wire or rod is passed. At the lower end of a strong rubber cork to suit the size of the mouth of bottle is fixed and at the upper end of the rod a lever arrangement for raising or lowering the rubber cork is fixed. The spring fitted inside the cylinder helps in keeping the rubber cork tightly pressed against the mouth of the bottle to keep it effectively closed. The lever is pressed for raising the cork and to open the mouth of the bottle for the requisite time determined earlier for the conditions under examination to fill the bottle with water sediment mixture. On release of the lever the cork again fits in the mouth of the bottle under the action of the spring.

Test Sieve set with receiver (Course and Medium)

The sieves of size 212 μ and 75 μ may be used for manual course-medium-fine silt analysis.

- The sieves shall be supplied with cover and receiver.
- The sieves shall comply with IS 460(Part-I)-1985.
- The sieve mesh size shall be clearly and permanently marked on the sieves.
- The sieve mesh shall have a square layout.
- The sieve mesh shall be of a sturdy and stable construction and shall withstand frequent use, brushing and cleaning.

Specifications

- material stainless steel
- diameter 200 mm
- height 50 mm
- nominal aperture sizes 75 μ & 212 μ

Accessories

- Sieve brush
- Wash bottle

Desiccator with lid

The desiccator is used to keep dried sediment samples dry.

The desiccator shall comply to IS 6128-1971.

Specifications

Type non	vacuum type
Material	Corning glass
Diameter	approx. 200 mm
Height	approx. 300 mm

CHAPTER 5 – TECHNICAL & FINANCIAL BIDS

TECHNICAL BID

TITLE OF TENDER: “Supply of Silt Equipment for Hydrological Observation Sites” under Sikkim Investigation Division, CWC, Gangtok

S.No.	Particulars	To be filled by the Tenderer
1.	Name of the Agency.	
2.	Date of establishment of the agency	
3.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
4.	Whether agency is registered with and holding valid licenses from all concerned Government Authorities (Copies of all certificates of registration to be enclosed)	
5.	PAN/TAN Number (copy to be enclosed)	
6.	GST Registration Number (copy to be enclosed)	
7.	Income Tax return filed (Attach proof)	
8.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India.	
9.	Length of experience in the field	
10.	Experience in dealing with Govt. Departments (indicate the names of the Departments and years of dealing with those Departments and attach relevant copies as proof)	
11.	Whether agency profile is attached?	
12.	Whether any show cause notice was ever issued by any Government Agency? If so, details thereof (please attach the copies of communications, if any).	
13.	Whether the Silt Equipment meet all the technical specifications. If not indicate the variation from specification.	

Signature of the bidder with seal

FINANCIAL BID**(The rates may be quoted in Indian Rupees only)**

Sl. No.	Item Description	Quantity	Rate	Amount	GST	Total Amount	
						In figures	In words
1	Silt Equipment						
1.1	Punjab Type Silt Sampler (As per the Specification given in Annexure-1 in chapter 4)	11 Nos.					
1.2	Test Sieve set with receiver (Medium, 100 micron) (As per the Specification given in Annexure-2 in chapter 4)	15 Nos.					
1.3	Test Sieve set with receiver (course, 200 micron) (As per the Specification given in Annexure-2 in chapter 4)	15 Nos.					
1.4	Desiccator with lid (As per the Specification given in Annexure-3 in chapter 4)	11 Nos.					
Total cost of Bid							

Notes :

- Financial Bid will only be accepted in BoQ Excel format which has been uploaded on CPP Portal.
- 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 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.

