

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



**भारतसरकार**

**GOVERNMENT OF INDIA**

**जलसंसाधन, नदीविकासएवंगंगासंरक्षणमंत्रालय**

**Ministry of Water Resources, River Development and Ganga Rejuvenation**

**केंद्रीयजलआयोग**

**CENTRAL WATER COMMISSION**

## **E-TENDER FOR SUPPLY OF BRIDGE OUTFIT FOR DISCHARGE OBSERVATION**

***TENDER NO: 17/SWRD/CWC/2019-20    dated:03.05.2019***

Date of Sale of Tender: 03.05.2019 (10:00 Hrs) to 13.05.2019 (upto17:00Hrs)

Last date for online submission of e-Tender:- 14.05.2019 upto 13:00 Hrs

Date of opening of e-Tenders:- 14.05.2019 at 14:30 Hrs

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

**Sd/-**

Executive Engineer  
SWR Division  
CWC, Kochi

e-mail: [ee.kochi-cwc@gov.in](mailto:ee.kochi-cwc@gov.in)



**Government of India**  
**Central Water Commission**  
**South Western Rivers Division**  
**Kochi**

**NOTICE INVITING E-TENDER**

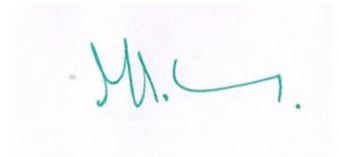
For and on behalf of the President of India online **item rate tenders** are invited by the Executive Engineer, South Western Rivers Division, Central Water Commission, Jaladhara, Kasturba Nagar, Kadavanthra P.O., Kochi-682 020 for the work prescribed below from the eligible/bonafide suppliers as per terms and conditions prescribed in the tender document.

1. Name of work: **Supply of Bridge Outfit for Discharge Observation.**
2. Estimated Cost: **Rs.450000/-** (Rupees Four lakhs Fifty thousand only)
4. Earnest Money: **Rs. 9000/-** (Rupees Nine thousand only)
5. Cost of Tender Document: **Rs 500.00**

**Schedule of e- Tender**

|   |  |
|---|--|
| Tender inviting authority Designation/ Address              | EE,SWRD, CWC, Kochi  |
| Mode of submission of e-tender                              | TCIL Website <a href="https://www.tcil-india- electronictender.com">https://www.tcil-india- electronictender.com</a>   |
| Addressee which EMD & documents to be submitted             | Executive Engineer, South Western Rivers Division, Central Water Commission, Jaladhara, Kasturba Nagar, Kadavanthra P.O., Kochi-682 020                                |
| Job requirement   | As per tender documents  |
| Language(s) in which items to be Printed                    | English  |
| Validity of Tender  | Ninety days (90 days)  |
| Issuance of tender  | 03.05.2019 (10:00 Hrs) to 13.05.2019 (17:00Hrs)  |
| Last date and time of receipts of bid                       | 14.05.2019 upto 13:00 Hrs  |
| EMD amount payable  | Rs.9000/-  |
| Date, time and place of private Online tender opening Event | O/o Executive Engineer, South Western Rivers Division, Central Water Commission, Jaladhara, Kasturba Nagar, Kadavanthra P.O., Kochi-682 020 on 14.05.2019 at 14:30 Hrs |
| Performance guarantee                                       | 5% of tender and accepted value of supply of items   |
| Security deposit  | 2.5% of Gross amount of the bill   |
| Any inquiry   | ee.kochi-cwc@gov.in  |

E-tender will be available on TCIL website URL <https://www.tcil-india-electronictender.com> or [www.old.cwc.gov.in](http://www.old.cwc.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in) from 03.05.2019 (10:00 Hrs) to 13.05.2019 (17:00Hrs). **Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>.** Tenderer/Suppliers are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through TCIL portal.



Executive Engineer  
SWR Division  
CWC, Kochi

**Copy for information:**

1. The Superintending Engineer, C&SRC, CWC, Bengaluru.
2. The Accounts branch, SWRD, CWC, Kochi
3. Notice Board.

## **Chapter 1**

### **INSTRUCTIONS TO BIDDERS**

#### **1. GENERAL CONDITIONS**

**1.0** 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.

**2.0** Tenderer who has downloaded the tender from the TCIL website URL <https://www.tcil-india-electronictender.com> and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the tender will be completely rejected and EMD would be forfeited.

**3.0** Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com> and CWC website [www.old.cwc.gov.in](http://www.old.cwc.gov.in) and CPPP website <https://eprocure.gov.in> at least 2 days prior to closing date of submission of tender for any corrigendum / amendment.

**4.0** Applicant contractor must provide demand draft for **Rs 500/- (Rupees Five hundred only)** in favour of **Executive Engineer, South Western Rivers Division, Central Water Commission, Jaladhara, Kasturba Nagar, Kadavanthra P.O., Kochi-682 020** obtained from any Nationalized/ scheduled Bank with their application/downloaded tenders as the cost of tender forms/ documents. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on the department. In the case of re-tendering, the firms which have submitted the DD in earlier calls will require to submit DD along with their tender/application in subsequent calls also. Tender not accompanied with the cost of tender document is liable to be rejected.

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

**6.0** 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.

**7.0** No tenderer will be allowed to amend or withdraw any terms & conditions/parts or whole / quoted prices of its tender under any circumstances after the deadline for submission of the tender.

**8.0 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.**

**9.0** 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.

**10.0** The tenderers are expected to understand the forms, terms, specifications and other details mentioned in the tender document.

**11.0** Each tenderer is entitled to submit only one set of tender. The tender document is non-transferable.

**12.0** 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.

**13.0** The tenderers must quote the rates keeping in mind all the terms and conditions mentioned in this document.

**14.0** The valid means of communications for this tender shall be in writing a letter through e-mail or fax followed in original by speed/registered post.

**15.0** The Director(s)/Owners of the tendering firms having near relative working at the Gazetted rank post in CWC are debarred from tendering. Any breach of this condition would result in the blacklisting in all future works by Central water Commission.

**16.0** 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, without the prior permission of the Chairman CWC. Such tender is liable to be rejected at any stage of work.

**17.0** It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender.

**18.0** 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.

**19.0** 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".

## **2. ELIGIBILITY CRITERIA FOR THE TENDERERS:**

- a) Should be a authorized dealer/ distributor of such item (**copy dealership /distributor may be appended**)
- b) Should be a Government registered Firm/Agency.
- c) The average turnover of firm in last three years should be **Rs 20 lakhs** and should not have incurred any loss for more than 1 year. In this context, the audited balance sheet may be appended.
- d) The firm should have successfully supplied similar items minimum of 40% of estimated cost of this supply (**Supporting document shall be appended**)
- e) No Engineer of gazetted rank or other gazetted officer employed in Engineering or administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees found any time to be such person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- f) The tenderer shall have a valid TIN/ GST number.
- g) The tenderer shall have a valid PAN number.

## **3. SUBMISSION OF DOCUMENTS**

**A.** The following documents are to be furnished online as the technical bid part by the Supplier as per the tender document:

1. Signed and scanned copy of PAN/GST number of the tenderer.
2. Signed and scanned true copy of undertaking by the tenderer on his letterhead of not being blacklisted by any government department.
3. Technical Bid of instruments as specified in Chapter 5

4. ITRs of last 03 (three) years.
5. Certificate of Financial Turnover of last 03 years.

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

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

**C. The bidder has to submit following documents in hard copy in a sealed envelope in office before last date and time of opening of online bid otherwise, the bid will not be considered for opening:**

- i) Earnest Money Deposit in original.
- ii) Demand Draft towards the cost of tender document in original.
- iii) Pass Phrase for Technical & Financial bid in separate sealed envelopes.
- iv) The bidder may also submit the literature of the equipment.

#### **4. PERIOD OF VALIDITY OF TENDERS :**

Tenders shall remain valid for **90 days** after the date of tender opening. 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 AND PERFORMANCE GUARANTEE:**

##### **Earnest Money Deposit (EMD):-**

**EMD of Rs.9000/-(Rupees Nine Thousand Only)** shall be deposited in the form of Crossed Demand Draft in favour of **Executive Engineer, South Western Rivers Division, Central Water Commission, Jaladhara, Kasturba Nagar, Kadavanthra P.O., Kochi-682 020** or in the form of a Bank Guarantee from a scheduled bank as per Performa given in Chapter 7. In case the EMD is submitted in the form of the Bank Guarantee it shall remain valid up to 45 days beyond the final tender validity period. The tenders unaccompanied by the Tender Security / EMD will be rejected summarily. The EMD shall be submitted as per the format is given in Chapter 7 form 1.

##### **The EMD will be forfeited if:**

- a. If a tenderer withdraws its tender during the period of tender validity specified by the tenderer;



or

b. in the case of a successful tenderer, if the tenderer fails to produce either of the two with the final bill:

(i) A certificate from Original Equipment Manufacturer/authorized dealer that it will provide back to back support and honour the warranty obligations of the equipment supplied by the supplier.

or

(ii) A certificate of authorized dealership

## **Refund of EMD**

EMD furnished by all unsuccessful tenderers will be returned to them without any interest whatsoever, at the earliest after the issue of Letter of Acceptance / Award of Work/Supply order.

EMD of the successful tenderer should be returned, without any interest whatsoever, after receipt of performance security from it as called for in the contract.

## **Opening of Tenders:**

The tender shall **be opened online on 14.05.2019 at 14.30 hrs** in the office of the Executive Engineer, South Western Rivers Division, Central Water Commission, Jaladhara, Kasturba Nagar, Kadavanthra P.O., Kochi-682 020 in the presence of tenderer/bidder or their authorized representative who choose to attend.

## **Chapter 2. Conditions of Contract**

### **Definitions & Interpretations**

**Goods** mean the Hydrological and laboratory Equipments and other items to be provided at the purchaser's facility under the contract.

**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, South Western Rivers Division, Central Water Commission, Jaladhara, Kasturba Nagar, Kadavanthra P.O., Kochi-682 020

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

**The Execution Period** is the period during which the Contractor is liable to 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 sites for supply of equipments.
- c. The purchaser does not bind himself to accept the lowest tender.

### **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 issue of the supply order, the Supplier shall make necessary arrangements for the supply of goods to the premises of the purchaser (i.e. O/o the Executive Engineer, South Western Rivers Division, Central Water Commission, Jaladhara, Kasturba Nagar, Kadavanthra P.O., Kochi-682 020)
- b. The time allowed for carrying out the supply will be **15 days** from the date of supply order.

### **c. Specification**

All goods to be supplied must be new and of best quality. Specification of the goods to be supplied has been mentioned in Chapter 4. In case of goods whose specification has not been given fully should be of ISI standard. However Engineer-in-charge can reject any or all goods if he thinks the goods supplied is/are of interior quality.

### **Confidentiality**

- a. 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 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 so far as may be necessary for purposes of such performance.

b. 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.

c. The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in this document except for purpose of performing the Contract.

d. The Purchaser shall not, without the Contractor's prior written consent, disclose any documents, data or other information furnished by the Contractor in connection with the Contract, and clearly identified in advance by the Contractor as being confidential, to parties not directly involved in the project(s) covered by 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 where the equipment shall be supplied at time and date decided by Executive Engineer, Cauvery Division, CWC.

d. The net rate quoted per item/unit of goods shall be for CIP, destination, which should include all taxes, insurance, freight charges, etc. while quoting a rate; this point should be kept in mind.

e. Goods to be supplied should be of good quality and as per technical specifications.

f. The bidder shall carefully study and understand all the bid specifications, commercial, technical and general conditions.

g. Incomplete tenders/tenders without specified EMD shall be rejected.

h. Any correction or error, the quotation should be duly authenticated by the person Signing the quotation, overwriting should be avoided.

- i. Any kind of canvassing in regard of the offered stores after submitting tender will be treated as disqualification.
- j. The materials should be supplied as per Govt. rules & regulations.
- k. 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 postponed 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.
- l. 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.
- m. The purchaser reserves the right to reject any tender on the basis of inferior quality.
- n. The undersigned reserve the right to break the supply order as part of item rate contract, and allowed to give supply order for the part of the material for the lowest quoted amount

### **Penalty**

In case the supplier is unable to supply the goods in time or not as per specification on quality, the EMD amount would be forfeited.

### **Force Majeure**

- a. 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.
- b. If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause 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.
- c. 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 Products already delivered or Services already performed.
- d. No claim or increased costs are entertained attributable to the Force Majeure.

### **Contract Price**

Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account and shall be inclusive of all taxes, duties, octroi, transportation charges etc. 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 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 necessary training for operation of the instrument has been provided by the supplier at a place specified by the Executive Engineer which may or may not be the place of supply of the instrument.
- c. After supply, the materials the pre-receipted bill (In duplicate) with Bank Account Detail may be submitted by the contractor to the department.
- d. The payment shall be made through e-Payment.

### **Taxes 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 except GST which shall be paid by contractors, later on shall be renumbered to them on production of GST paid Receipt.

### **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***

I. The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract

- i.* If the Contractor becomes bankrupt or insolvent;
- ii.* If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract;
- iii.* If the Contractor neglects its obligations under this contract; *iv.* If the contractor has furnished any false document.

II. The Purchaser may without prejudice to any other right issue a notice 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.

**Liquidated Damages**

a. ***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 failing which the entire EMD would be forfeited.

b. 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.

**Notices**

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered post or speed post.

## Chapter 3

### Schedules of Requirement

#### SCHEDULES

|                     |   |
|---------------------|---|
| <b>Schedule 'A'</b> | Schedule of Quantities (Enclosed)           |
| <b>Schedule 'B'</b> | Not applicable                              |
| <b>Schedule 'C'</b> | Not applicable                              |
| <b>Schedule 'D'</b> | Not applicable                              |
| <b>Schedule 'E'</b> | Not applicable                              |
| <b>Schedule 'F'</b> | Reference to General Conditions of contract |

#### **Definitions:**

|   |  |
|---|--|
| Clause 2  |  |
| Authority for Fixing of Compensation under clause 2   | Superintending Engineer, C&SRC, Central Water Commission, Bengaluru.   |
| 2 (v) Engineer-in-charge  | Executive Engineer, South Western Rivers Division, Central Water Commission, Jaladhara, Kasturba Nagar, Kadavanthra P.O., Kochi-682 020. |
| 2(x) Percentage of cost of labour to cover all overheads  | Nil  |
| 2(xi) Standard Schedule of Rates  | Not applicable   |
| 2(xii) Department   | Central Water Commission   |
| 9(ii) Standard CPWD Contract  | Not Applicable   |
| Clause I  |  |
| (i) Time allowed for submission of Performance Guarantee from date of issue of letter   | 7 days   |
| (ii) Maximum allowable extension beyond the period (provided in (i) above.  | Nil  |
| Clause 2A   |  |
| Whether Clause 2A shall applicable  | No   |
| Clause 5  | Nil  |
| Number of days from date of issue of letter of acceptance for reckoning date of start   |  |
| Clause 6 or 6A  |  |
| Clause applicable (6 or 6A)   | 6A   |
| 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 | Not Applicable   |



|   |   |
|---|---|
| payment   |   |
| Clause 11   |   |
| Specifications to be followed for execution of work | As per specification mentioned in Tender Document |
| Clause 16   |   |
| Competent authority for deciding the reduced rate   | Not applicable                                    |
| Clause 36   | Not applicable                                    |
| Clause 42   | Not applicable                                    |

**SCHEDULE 'A':- SCHEDULE OF QUANTITIES**

| <b>Sl.No.</b> | <b>Description</b> | <b>Quantity</b> | <b>Unit</b> |
|---------------|--------------------|-----------------|-------------|
| 1.            | Bridge outfit      | 15              | No.         |

## **Chapter 4**

### **Specifications and allied Technical**

Details Specifications of the equipment to be supplied under this contract are as under:

#### **(1) Steel Bridge Outfit**

##### **Purpose**

The bridge outfit is used to suspend current meters and samplers from a bridge into a river or canal.

##### **Conditions & Requirements**

- The bridge outfit shall be of such a design that it operates reliably and safely under the prevailing environmental conditions.
- The bridge outfit shall be easy to operate and maintain.
- The bridge outfit shall be supplied with the accessories as needed for effective deployment.
- All materials on the bridge outfit exterior shall be non-corrosive.
- The bridge outfit shall have an expected technical lifetime of not less than 10 years.
- The equipment shall consist of a crane and a winch arrangement.
- The current meter shall be lowered by a hand driven winch.
- The bridge outfit shall be provided with a clamping facility to hold the cable at any desired position.
- While hoisting the current meter the cable shall be wound gradually guided from the one drum end to the other and vice versa, to lay the windings tidily next to each other.
- The winch system shall have a re-settable depth counter.
- The winch and its attachments such as crank, brake, ratchet/catch shall be assembled in a compact unit.
- This assembly shall be mounted on a moving crane.
- The crane trolley shall have 4 wheels with solid rubber tyres for easy movement.
- During operation of the current meter, the crane trolley shall stand on pedestals.
- A counter weight for the crane shall be included in the delivery. It should be sufficient to keep the crane from keeling over.
- The cable from which the current meter is suspended shall have an incorporated insulated electrical conductor. The conductor connects the flow sensor revolution sensor switch to the pulse counter. The electrical connection should pass through a slip-ring assembly on the winch.
- If a propeller type flow meter is used then the suspension cable shall be torque free.
- The crane shall have a wire angle indicator.
- The equipment shall generally comply with IS 6064-1971.

## Specifications

|                              |  |
|------------------------------|--|
| <b>Material</b>              | <b>Steel</b> as per IS 6064-1971   |
| <b>Mass of current meter</b> | up to 100 kg   |
| <b>Maximum load</b>          | 2,500 Newtons  |
| <b>Cable length</b>          | max. 50 m  |
| <b>Cable torque torque</b>   | free suspension cable<br>The suspension cable should not exert any torque that may adversely affect the alignment of the flow sensor into the direction of flow. In particular in case a heavy suspension weight is used, there is a risk of cable induced torque. |
| <b>Flow velocity</b>         | max. 5 m/s   |
| <b>Boom Length</b>           | <b>1.1m</b>  |
| <b>Boom Height</b>           | <b>1.2m</b>  |

## **Chapter 5**

### **Technical & Financial Bids**

#### **Technical Bid**

**Title of Tender: E-TENDER FOR THE SUPPLY OF BRIDGE OUTFIT FOR DISCHARGE OBSERVATION**

| <b>Sl.No</b> | <b>Description</b> | <b>Qty</b> | <b>Specifications offered by the bidder</b> | <b>Whether matching as per tender document</b> |
|--------------|--------------------|------------|---|--|
| 1.           | Bridge outfit      | 15         |   |  |

Signature of the Bidder with Seal

## **FINANCIAL BID**

**Title of Tender: E-TENDER FOR THE SUPPLY OF BRIDGE OUTFIT FOR DISCHARGE OBSERVATION**

| Sl.No. | Description                       | Qty | Unit | Rate | GST | Amount |
|--------|-----------------------------------|-----|------|------|-----|--------|
| 1.     | Bridge outfit as per IS 6064-1971 | 15  | No.  |      |     |        |
|        | <b>Grand Total=</b>               |     |      |      |     |        |

**Rupees(.....)only inclusive of all taxes.**

Signature of the Bidder with seal

**Note:**

- a. The Rates shall be quoted inclusive of all taxes FOR O/O the Executive Engineer, South Western Rivers Division, Central Water Commission, Jaladhara, Kasturba Nagar, Kadavanthra P.O.,Kochi-682 020.The rate quoted by the agency shall be inclusive of all the charges including transportation etc., central, state and local taxes etc. or any other charges which may occur for carrying out contract obligations.**
- b. The submission of a bid shall construe that the bidder has carefully read the terms & conditions of the tender document & agree to the same.**
- c. 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 honour the warranty obligations of the equipment supplied by the supplier.**

## **Chapter 6**

### **Special instructions to Bidders by TCIL for e-Tendering**

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secure manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, **Central Water Commission** has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user-friendly' software from Electronic Tender®. A portal built using Electronic Tender's Software is also referred to as Electronic Tender System® (ETS).

Benefits to tenderers are outlined on the Home page of the portal **Instructions**

Tender Bidding Methodology: **Single Stage Envelope**

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

Procure a Digital Signing Certificate (DSC)

Register on Electronic Tendering System® (ETS)

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

View Notice Inviting Tender (NIT) on ETS

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

Download Official Copy of Tender Documents from ETS

Clarification to Tender Documents on ETS

Query to Central Water Commission (Optional)

View response to queries posted by Central Water Commission

Bid-Submission on ETS

Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

– Respond to Central Water Commission Post-TOE queries Attend Public Online Tender Opening Event (TOE) on ETS Opening of relevant part (i.e. Financial-Part)

(Only for Technical Responsive Bidders) Participate in e-Reverse Auction on ETS

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

## Digital Certificates

For the integrity of data and authenticity/non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]

## Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior people who will be the main person coordinating the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

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

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

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

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



| <b>Buyer Organization Name Contact</b>     |   |
|--|---|
| Central Water Commission<br>Contact person | Executive Engineer, South Western Rivers Division,<br>Central Water Commission, Jaladhara, Kasturba Nagar,<br>Kadavanthra P.O., Kochi-682 020 |
| Telephone/Mobile                           | Telephone/Mobile : 0484-2314229<br>[between 10:00 hrs to 17:00 hrs on working days]   |
| E-mail Id                                  | E-mail Id : ee.kochi-cwc@gov.in   |

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

The entire bid-submission would be online on ETS (unless specified for Offline Submissions).

Broad outline of submissions are as follows:

Submission of Bid-Parts/ Envelopes - **Single-Part**

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

Submission of digitally signed copy of Tender Documents/ Addendum Submission of General Terms and Conditions (with/ without deviations) Submission of Special Terms and Conditions (with/ without deviations)

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

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

As part of the Electronic Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

**CAUTION:** All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in

the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If the variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

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

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

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

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

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

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

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE

officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend on the options selected by the concerned Buyer.

### **Other Instructions**

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

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

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

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

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last-minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each bidder to remember and securely store the Pass Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annual

Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

6. ETS will make your bid available for an opening during the Online Public Tender Opening

Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

### **NOTE:**

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

**Minimum Requirements at Bidder's End**

Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP with Service Pack 3)

Broadband connectivity

Microsoft Internet Explorer 6.0 or above

Digital Certificate(s)

**Chapter 7**  
**Proforma For Bank Guarantee & Tender Acceptance**

**Form 1 MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD**

Whereas .....  
(hereinafter called the “tenderer”) has submitted their offer  
dated..... for the supply  
of.....  
(hereinafter called the “tender”) against the purchaser’s tender enquiry No.  
..... KNOW ALL MEN by these presents  
that WE.....of.....  
..... having our  
registered office at ..... are bound unto  
.....(hereinafter called the “Purchaser) in the sum  
of..... for  
which payment will and truly to be made to the said Purchaser, the Bank binds itself, its  
successors and assigns by these presents. Sealed with the Common Seal of the said Bank  
this..... day of 20

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract. b) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)  
Seal, name & address of the Bank and address of the Branch

### **Form of Performance guarantee / Bank guarantee bond**

In consideration of the President of India (hereinafter called “The Government”) having offered to accept the terms and conditions of the proposed agreement between.....and .....(hereinafter called “the said Contractor(s)”) for the work..... (hereinafter called “the said agreement”) having agreed to 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.

1. We, ..... (hereinafter referred to as “the Bank”) hereby undertake to pay to the Government an 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 as 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 undertake to pay the Government 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 the Bank) further agree that the guarantee herein contained shall remain in full force and effect 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 Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineerin- Charge on behalf of the Government 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 the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers

exercisable by the Government 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 being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government 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 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 the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to ..... unless extended on demand by the Government.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. ....  
(Rupees.....) 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.....

(Indicate the name of the Bank)



### **Form 3: TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To

The Executive Engineer  
South Western Rivers Division  
Central Water Commission  
Jaladhara, Kasturba Nagar,  
Kadavanthra P.O., Kochi -682 020

**Sub: Acceptance of Terms & Conditions of Tender.**

**E-Tender Reference No.:**

*dated:-*

Name of Tender: - Supply of Bridge Outfit for Discharge Observation

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the tender document of above mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your Division/ organization, if any, too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your Division/ organization shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

