

भारत सरकार जल संसाधन, नदी विकास और गंगा संरक्षण मंत्रालय केन्द्रीय जल आयोग जल बिज्ञान मंडल



Government of India Ministry of Water Resources, River Development & Ganga Rejuvenation Central Water Commission Hydrology Division

नीरवलम / NEERVALAM सख्या.आर-81,टी .एन. एच. बी. कोलोनी / No. R-81, TNHB Colony, पश्चिम वेलाचेरी, चेन्ने -600042 / West Velachery, Chennai-600042. दुर संचार /Phone फैक्स/ Fax - 044-22554250 email: eecwcchennai@yahoo.co.in

Tender No. 9/HD/HQS/NIT/2017/ 5\83-85

NOTICE INVITING BIDS / TENDER

CPWD-6

दिनांक/Date: 12/12/2017

On behalf of the President of India, <u>EXECUTIVE ENGINEER</u>, <u>HYDROLOGY DIVISION</u>, <u>CENTRAL WATER COMMISSION</u>, "NEERVALAM", <u>PLOT NO.81</u>, <u>TNHB COLONY</u>, <u>NEAR TELEPHONE EXCHANGE</u>, <u>WEST VELACHERY</u>, <u>CHENNAI - 600 042</u> invites sealed and super scribed item rate tenders from eligible firms for the supply of following equipments under single bid system.

Name of the work : Supply of Life Buoy – 50 Nos

Supply of Life Jackets - 50 Nos

Period of Delivery : 25 Days

Estimated cost : Rs. 3,00,000/-

Earnest Money Deposit : Rs. 6000/-

Tender Fee : Rs. 500/-

- 1. The Eligibility Criteria is as follows:
 - a) The firm should have registered themselves under State / Central Government norms.
 - b) The firm should produce valid PAN and GST number.
 - c) The firm should enclose valid certification from Mercantile Marine Department (MMD) / Indian Register of shipping (IRS) for supply of Life Buoy & Life Jackets without which the tenders will be summarily rejected.
 - d) Satisfactory certificate for the supply of similar equipments preferably from CWC / State / Central Government / PSU during the period 2014-17 shall be submitted.

The firm should enclose all documentary proof/evidence to substantiate the eligibility criteria given at a, b, c, d along with the tender.

- 2. The tender must be delivered in the office of the Executive Engineer, Hydrology Division, CWC, Chennai, on or before 16:00 hrs on 21/12/2017 and must be accompanied by the EMD and Tender Fee as indicated above in the form of DD. The EMD & tender fee shall be drawn in favour of "Executive Engineer, Central Water Commission, Hydrology Division, payable at Chennai". The tenders can be downloaded from www.cwc.nic.in & www.eprocure.gov.in
- Tenders received after the last date and time shall not be entertained. The tenders can be withdrawn before
 the close of sale of tender by sending a request. The withdrawn tenders shall be collected personally from
 the Executive Engineer.
- 4. Tenders will be opened in the presence of tenderers or their representatives who choose to attend at 16:30 hours on 21/12/2017 in the Office of the Executive Engineer, Hydrology Division, Central Water Commission, "Neervalam", Plot No.81, TNHB Colony, Near Telephone Exchange, West Velachery, Chennai 600 042.
- The terms and conditions, specifications, schedule of quantities specified in this document forms the part of contract agreement.
- 6. Interested agencies may participate on the day of opening of tenders.
- 7. The Quantity may vary without any prior notice.

(र. गिरिधर)/(R.GIRIDHAR) अधिशासी अभियंता/Executive Engineer

प्रतिलिपी/Copy to:

- 1. The Superintending Engineer, C&SRC, CWC, Bengaluru for kind information please.
- The Accounts Branch, HD, CWC, Chennai. The expenditure is chargeable under the head 29:00:52 M & E
 Flood Forecasting Capital Outlay on Flood Control Projects.

अधिशासी अभियंता/Executive Engineer

TERMS AND CONDITIONS

- The competent authority on behalf of the President of India does not bind himself to accept the lowest or any other tender, and reserves its right to reject any or all of the tenders received without assigning any reason thereof. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 2. This Notice Inviting Tender shall form a part of the contract document. The successful bidder, on acceptance of his tender by the Accepting Authority shall sign the following documents (i.e.)
 - · The Notice Inviting Tender
 - · Terms and conditions
 - · Schedule of work
 - · CPWD-9
 - · Security Deposit

3. Amendment of Bidding Document:

At any time prior to the deadline for submission of bids, the competent authority may amend bidding documents by issuing addendum. Any addendum thus issued, shall be part of the bidding document and shall be communicated in writing to all bidders of the bidding document. To give perspective bidders, reasonable time to take an addendum into account in preparing their bids, the competent authority shall extend as necessary the deadline for submission of bids.

Language of the Bid :

All documents relating to the bid/tender shall be in English language. Submission of a tender means that the tenderer has gone through all the terms and conditions, scope of item, specifications and other factors governing the supply of equipments.

5. EMD:

The bidder shall furnish as part of its bid an EMD of Rs. 6000/- (Rupees Six Thousand only) in the form of DD from any scheduled bank. The EMD will be returned once supply order is awarded. The EMD may be forfeited in the following cases:

- i) If a bidder withdraws his bid during the period of bid validity specified in the terms and conditions of the contract
- ii) If a bidder does not accept the correction of errors, (i.e If there is a discrepancy between unit cost and total cost, then unit cost will prevail. If there is a difference between words and figures, the amount in words will prevail).
- iii) If a successful bidder fails to sign the contract or fails to deliver the items within the stipulated time given in the terms and conditions of the contract.

6. Security Deposit:

Security Deposit at 5% of the tendered amount will be deducted from the final bill. The amount shall be held by the department for a period of **twelve** months. After satisfactory performance of equipments during the period, the amount will be returned to the contractor. However, the period may extend beyond twelve months if the department wishes to do so.

7. Bid Prices:

- a) The bid shall be for the full quantity as described in the schedule of work, and corrections if any, shall be made by crossing out, initialling, dating and re writing.
- b) Rates quoted shall be inclusive of all charges like cost of materials, delivery, taxes and incidental expenses, if any payable.
- c) The rates quoted by the tenderers shall remain fixed till the supply of items and shall not be subject to adjustment on any account.
- d) No additional charges will be paid over and above the quoted rates of the Agency and the department shall also not pay any extra amount on any account.
- e) The rates shall be quoted in Indian Rupee only.
- f) When there is discrepancy between the rates in figures and words, the rate in words will prevail.
- g) When there is discrepancy between the unit rate and the total amount resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

8. Bid Validity:

Bid shall remain valid for the period of 30 days from the date of bid opening. In exceptional circumstances prior of the original bid validity period, the Executive Engineer may request the bidders to extend the period of validity in a specified additional period. The request and the responses thereto shall be made in writing.

9. Corrupt and fraudulent practices:

- (a) Defines for purpose of these provisions, the terms set forth below as follows:-
- (i) 'Corrupt practice' means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the contract execution, and
- (ii) 'Fraudulent practice' means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive the Executive Engineer of the benefits of free and open competition.
- (b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for contract in question.

10. Clarification of Bidding Documents:

To assist in the examination, evaluation and comparison of bids, the Executive Engineer may at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought or offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Executive Engineer in the evaluation of the bids.

11. Examination of Bids and Determination of Responsiveness:

A substantially responsive bid is one that confirms to all the terms and conditions of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the equipment and which limits in any substantial way inconsistent with the bidding documents, the Executive Engineer's rights or the bidder's obligations under the contract, or whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by the Executive Engineer and may not subsequently be made responsive by correction or withdrawal and the non-confirming deviations or reservations.

Specifications of all equipments shall be adhered strictly. Necessary manuals shall be submitted along with the tender for technical evaluation of the tender. The firms that have satisfactorily submitted all eligibility documents, EMD, tender fee, specifications manual will be considered for financial evaluation.

12. Notification of Award:

The bidder whose bid has been accepted will be notified of the award of supply by the Executive Engineer prior to expiration of the Bid validity period. This letter of acceptance will state the sum that the Executive Engineer will pay the company in consideration of the equipments.

13. Payment Terms:

No intermediate payment shall be made for the supply. The payment will be made after supply of all items to the satisfaction of the Executive Engineer or his authorized representative.

14. Penalty Clause:

Upon receipt of notification of defect in the performance of equipment during the period of 12 months, if contractor fails to take immediate corrective measures to rectify the defect, a penalty as decided by SE(C&SRC), CWC, Bengaluru subject to a maximum of 5% of order value, shall be applied for unsatisfactory performance of equipments.

15. Delay in Supply of Equipments :

If the tenderer fails to supply the equipments within the period specified in the contract, the Executive Engineer shall, without prejudice to its other remedies under the contract, deduct from the bill, a sum equivalent to 5% of order value or security deposit. The authority to decide delay in supply will be the Executive Engineer.

16. Termination for default :

The Undersigned, without prejudice to any other remedy for breach of contract by, written notes of default sent to the tenderer, may terminate this contract in whole or in part if,

- a) The tenderer fails to supply the equipments within the period specified in the contract, or within any extension thereof granted by the department.
- b) The tenderer fails to perform any other obligation under the contract.
- c) The tenderer, in the judgement of the department has engaged in corrupt or fraudulent practice in competing for or in executing the contract.

17. Termination for insolvency:

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

18. Taxes and duties:

The tenderer shall be entirely responsible for all taxes, duties etc. incurred and no separate charges can be claimed by the tenderer.

19. Warranty Support:

The successful firm shall provide all necessary sales and support services upon request by the department during the warranty period of **1 year**. Any defect during the warranty period shall be attended by the firm free of cost.

20. Exemption:

Companies registered under NSIC with valid certificate will be exempted from paying EMD & Tender Fee.

अधिशासी अभियंता/Executive Engineer

SCHEDULES

SCHEDULE 'A' Applicable (enclosed)

SCHEDULE 'B' Not Applicable SCHEDULE 'C' Not Applicable

SCHEDULE 'D' Not Applicable

SCHEDULE 'E' Applicable SCHEDULE 'F' Applicable

SCHEDULE 'E' Reference to general conditions of the work

Name of the work Supply of Life Buoy & Life Jacket to

Hydrology Division, CWC, Chennai

Estimated Cost Rs. 3,00,000/-

EMD @ 2% Rs. 6000/- (refundable)

Security Deposit 5% of Contract Value.

SCHEDULE 'F'

Office Inviting Tender Executive Engineer, Hydrology Division, Central Water Commission, Plot No R-81, TNHB colony, West

Velachery, Chennai - 600042.

Definitions:

Engineer-in-charge Sub Divisional Engineer, HD, CWC, Chennai

Accepting Authority Executive Engineer, Hydrology Division, CWC, Chennai

Department Central Water Commission

Clause 1 Applicable

Clause 2

Authority for fixing compensation Superintending Engineer, C&SRC, CWC, Bengaluru

Clause 3

Authority for determination of tender Executive Engineer, HD, CWC, Chennai

Clause 3A Applicable

Clause 5 Applicable (period of supply - 25 days)

Clause 11 Applicable (specifications enclosed)

Clause 16 Applicable

Note: All other clauses are not applicable.

SPECIFICATIONS

1. Life Jacket

Life Jacket - Mercantile Marine Department (MMD) / Indian Register of shipping (IRS) Approved.

- * Dimensions not less than 68 x 37 x 10 cms
- * Floatability ≥ 16.5 Kg
- * Floating Pads: 4 Nos at front & 2 Nos at back side with additional neck support
- * Made of soft Polyethylene with Highly Visible Orange Colour fabrics fitted with Retro-Reflective Tapes
- * Suitable for Adult

2. Life Buoy

Life Buoy- Mercantile Marine Department (MMD) / Indian Register of shipping (IRS) Approved.

- * Durable, Highly Visible Orange Colour synthetic material with reflective tapes.
- * Floatability > 14.5 kg
- * Outer Diameter ≤ 800 mm
- * Inner Diameter 400 to 450 mm
- * Thickness ≥ 100 mm
- * Weight > 2.5 Kg
- * No Moisture absorption & non Inflammable

SCHEDULE A - BILL OF QUANTITIES

S.No	Description of Item	Qty	Unit	Rate (Rs.)	Amount (Rs.)
1.	Life Buoy as per specifications	50	Nos		
2.	Life Jacket as per specifications	50	Nos		
	Sub Total				
	GST @				
	Total				