



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 बेलाचेरी, चैन्ने-600042 / West Velachery, Chennai-600042.
दूर संचार / Phone फ़ैक्स/ Fax - 044-22554250

Tender No. 10/HD/HQS/NIT/2017/

48/83

NOTICE INVITING BIDS / TENDER

दिनांक/Date: 31/01/2017

CPWD-9

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

Name of the work	:	Supply of 3 Nos - 2.2 / 2.5 / 2.6 KVA Line Interactive UPS and 12 Nos – 12V 65Ah Sealed Maintenance Free Battery with mounting rack
Period of Supply	:	10 Days
Estimated cost	:	Rs. 1, 80, 000/-
Earnest Money Deposit	:	Rs. 3600/-

1. The Eligibility Criteria is as follows:

- The firm should have registered as authorized supplier or dealer of following companies.
 - APC, Microtek, Su-Kam, Luminous for UPS
 - Exide, Amaron, Microtek, Luminous, Su-Kam for Battery

b) Product Certification of UPS and Battery issued by Government of India

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

- The tender must be delivered in the office of the Executive Engineer, Hydrology Division, CWC, Chennai, on or before 15:00 hrs on 14/02/2017 and must be accompanied by the EMD as indicated above in the form of DD. The DD shall be taken in favour of **The Executive Engineer, 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 The tenders can be withdrawn before the close of sale of tenders date by sending a request. The withdrawn tenders shall be collected personally from the Executive Engineer.
- Tenders will be opened in the presence of tenderers or their representatives who choose to attend at 15:30 hours on 14/02/2017 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.

5. The terms and conditions, schedules, schedule of quantities specified in this document forms the part of contract agreement.


21.11.2017

(र. गिरिधर)/(R.GIRIDHAR)

अधिषासी अभियंता/Executive Engineer

प्रतिलिपी/Copy to:

1. The Superintending Engineer, C&SRC, CWC, Bengaluru for kind information please.
2. The Accounts Branch, HD, CWC, Chennai. The expenditure may be charged under the head 06:00:52 M & E DWRIS (Plan).


अधिषासी अभियंता/Executive Engineer

TERMS AND CONDITIONS

1. The competent authority on behalf of the President of India does not bind him 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. The quantity may vary without any prior notice.

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 submit the following documents (i.e.)

- The Notice Inviting Tender
- Terms and conditions
- Schedule of Quantities
- Agreement Form / Letter of Acceptance
- 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.

4. **Language of the Bid :**

— All documents relating to the bid/tender shall be in English language.

5. **EMD :**

The bidder shall furnish as part of its bid an EMD of **Rs. 3600/- (Rupees Three thousand and six hundred only)** in the form of DD from any scheduled bank. The EMD will be returned once contract 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).

6. **Security Deposit :**

Security Deposit at 5% of the tender amount is to be submitted by the successful bidder in the form of DD drawn from any scheduled bank in favour of **The Executive Engineer, Hydrology Division, payable at Chennai**. The amount shall be held by the department for a period of **12** months. After satisfactory performance of system during the period, the amount will be returned to the supplier. However, the period may extend beyond 12 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, taxes and other levies and incidental expenses, if any payable.
- c) The rates quoted by the tenderers shall remain fixed for the duration of the contract 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. Delivery :

One set of the system means 1 No of 2.2 / 2.5 / 2.6 KVA of Line Interactive UPS with 4 Nos 12V-65Ah SMF battery. The brand mentioned in CPWD-9 shall only be accepted. Any other brand quoted will be rejected.

11. 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.

12. 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 work 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.

13. 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 supplier in consideration of the execution of the works.

14. Payment Terms :

No intermediate payment shall be made for the supply. The payment will be made after complete supply of the system at respective places to the satisfaction of the Executive Engineer or his authorized representative.

15. Penalty Clause :

Upon receipt of notification of defect in the performance of tube well 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 contract value, shall be applied for unsatisfactory performance of work.

16. Transportation :

The cost to transport the materials required at location specified below shall be considered in the rates and no additional cost shall be claimed by the supplier for delivery.

- (i) Office of the Executive Engineer,
Hydrology Division, "NEERVALAM"
Central Water Commission,
R-81, TNHB Colony,
West Velachery,
Chennai – 600042.
- (ii) Office of the Assistant Executive Engineer,
Cauvery Delta Sub Division,
Central Water Commission,
Puliyankottai salai,
Karaikal – 609602.
- (iii) Office of the Sub Divisional Engineer,
Pennar Sub Division,
Central Water Commission,
No. 95/169, Telugu Ganga Project Colony,
Kadapa – 516004.

17. Liquidated damages :

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 contract price, as liquidated damage, a sum equivalent to the percentage specified in contract or unperformed service for each week or part there of delay until actual delivery or performance, up to maximum deduction of the specified percentage in contract. Once the maximum is reached, the undersigned may consider termination of the contract.

18. 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 complete any or all of the service/systems 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.

19. 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.

20. 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.

21. Capacity Chart :

The capacity chart in the prescribed format is mandatory to be submitted along with the bid, failing which the tender will be rejected.

22. Warranty :

The UPS and Battery shall hold specific company warranty period. Any defect during the warranty period shall be borne by the supplier free of cost. Warranty undertaking shall be submitted by the firm in this regard.


31/1/2017

अधिषासी अभियंता/Executive Engineer

SCHEDULES

SCHEDULE 'A'	:	Applicable (enclosed)
SCHEDULE 'B'	:	Not Applicable
SCHEDULE 'C'	:	Not Applicable
SCHEDULE 'D'	:	Applicable (enclosed)
SCHEDULE 'E'	:	Applicable
SCHEDULE 'F'	:	Applicable
SCHEDULE 'E'	:	Reference to general conditions of the work
Name of the work	:	Supply of 3 Nos - 2.2 / 2.5 / 2.6 KVA Line Interactive UPS and 12 Nos 12V-65Ah SMF battery with mounting rack
Estimated Cost	:	Rs. 1,80,000/-
EMD @ 2%	:	Rs. 3600/- (refundable to all bidders)
Security Deposit @ 5%	:	Rs. 9000/- for successful bidder only.
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	:	JE/HD, SDE/PSD, AEE/CDSD
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 – 10 days)
Clause 11	:	Applicable (specifications enclosed)
Clause 16	:	Applicable
Clause 17	:	Applicable

Note: All other clauses are not applicable.

SCHEDULE A – QUANTITIES

S.No	Description of Item	Qty	Unit	Rate (Rs.)	Amount (Rs.)
1.	2.2 / 2.5 / 2.6 KVA Line Interactive UPS of APC or Luminous or Microtek or Su-Kam brand	03	Nos		
2.	12V-65Ah Sealed Maintenance Free Battery of Exide or Amaron or Microtek or Luminous or Su-Kam brand	12	Nos		
Total (inclusive of taxes)					

CAPACITY CHART

S.No	Item	Specifications / Details
1.	One set of system will be connected to 2 PC with basic Intel Integrated Graphics, 1 Tube Light, 1 Fan, 1 modem switch point. The maximum back up time that will be performed by the system shall be provided	
2.	Output form	
3.	Maximum Output capacity in watts	
4.	Voltage Range	
5.	Battery charge time	
6.	Input Range	
7.	Mounting Rack	

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I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, General Rules and Directions, Conditions of Contract, clauses of contract, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the supply.

I/We hereby tender for the supply of equipments specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for thirty days from the due date of its opening in case of single bid system and not to make any modification in its terms and conditions.

A copy of earnest money in the form of demand draft issued by a scheduled bank is submitted.

Further, if I/We fail to supply equipments as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Security Deposit absolutely. The said Security Deposit shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained.

Further, I/We agree that in case of forfeiture of Earnest Money or Security Deposit as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

Address:

Dated Signature of Contractor with seal

ACCEPTANCE

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

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

- (a)
- (b)
- (c)

Dated:

For & on behalf of the President of India.

Witness: