

I/76116/2021



**भारत सरकार  
GOVERNMENT OF INDIA**

**जल शक्ति मंत्रालय**

जल संसाधन, नदी विकास एवं गंगा संरक्षण विभाग

**MINISTRY OF JAL SHAKTI  
D/O WATER RESOURCES, RIVER DEVELOPMENT & GANGA REJUVENATION**

**केन्द्रीय जल आयोग  
CENTRAL WATER COMMISSION**



**e-Tender Document for**

**"Supply, Installation and Commissioning of Gauge Posts, Retro reflective Sign Boards & Musto TBMs at Sites of Jhelum Sub Division,-II, Srinagar (in Jhelum Basin) & Lower Chenab Sub Division ,Jammu (In Chenab Basin) Under Chenab Division, CWC, Jammu".**

**NIT No:**

<b>Key Events and Dates</b>	
Date for purchasing tender	10.11.2021 at 15:00 hrs
Last date and time for receipt of bids online	17.11.2021 at 15:00 hrs
Due date for opening of E-tender online	18.11.2021 at 15:00 hrs
Officer inviting tender	Executive Engineer Chenab Division, Central Water Commission Jal Ayog Bhawan, Rajinder Nagar Phase-I, Bantalab, Jammu-181123, Jammu & Kashmir Phone: 0191-2597688 Fax: 0191-2597668 E-Mail: eechenabcwc.jmu@gov.in
Price of tender document	<b>Rs. 0 /- (Rupees Nil)</b>

**November-2021**

Certified that this Tender Document contains 40 pages including this page.

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**Government of India  
Central Water  
Commission Chenab  
Division, Jammu**

**NOTICE INVITING e-TENDER**

**NIT No:****Dated:**

Online bids are invited for and on behalf of the President of India by the Executive Engineer, Chenab Division, Central Water Commission, Jal Ayog Bhawan, Rajinder Nagar Phase-1, Bantalab, Jammu-181123 (J&K) for the work prescribed below from the registered agencies having sufficient past experience for work similar to **"Supply, Installation and Commissioning of Gauge Posts, MTBM & Retro reflective sign Boards at sites of Jhelum Sub- Division-II, Srinagar (in Jhelum basin) & Lower Chenab Sub Division, Jammu (In Chenab Basin) under Chenab Division, CWC, Jammu".** Manual bids shall not be accepted under any circumstances.

Estimated Cost	Rs. <b>15,06,341/-</b>
Earnest Money	<b>Nil</b> , In place of EMD, bidder has to sign & submit bid security declaration form attached at Annexure II.
Performance Guarantee	3% of the tendered and accepted value of work.
Contract Period	<b>60 Days</b>
Price of e-tender document	<b>NIL</b>

**CRITICAL DATE SHEET**

Date and time of issue of bid document	<b>10.11.2021 at 15:00hrs</b>
E-Tender available online from	<b>10.11.2021 at 15:00hrs</b>
Last date and time for receipt of bids online	<b>17.11.2021 at 15:00hrs</b>
Date and time of opening of bids online	<b>18.11.2021 at 15:00hrs</b>

**1. Bid Submission**

Bids shall be submitted online only at CPPP website <https://eprocure.gov.in/eprocure/appor>  
<https://etenders.gov.in/eprocure/app>.

**Tenderers/Contractor are advised to follow "Instructions to Bidder for Online Bid Submission" provided in the Annexure-III.**

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

- Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance 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 at any stage.
- Tenderer who has downloaded the tender from the CWC website [www.cwc.gov.in](http://www.cwc.gov.in) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> 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, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with CWC.
- Intending Bidders are advised to visit the CPPP website regularly till closing date of submission to keep themselves updated as any change/ modification in the tender will be intimated through this website only by corrigendum / addendum/ amendment.
- Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated later.

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## 6. Submission of Tender

The e-tender shall be submitted online in single stage Two Envelopes System viz., technical bid in one envelope and price bid in another envelope.

**All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.**

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

## 7. Technical Bid

### 7.1 Essential Qualification Criteria that the Firms should fulfill includes:

- a. The Agency should be registered in India with permanent office.
- b. They should have a valid GST No./PAN No./Aadhar No.
- c. Joint Venture (JV), if any Shall submit its full details.
- d. The Firm should have successfully completed similar works during last 5 years in the field of providing similar services for Government, Public Sector Undertaking and satisfactory execution of similar works. (Similar Works Means: - supply & Installation of gauge posts/sign boards/MTBMs). The agency/firm should confirm to any one of the following criteria-
  - (i) Three similar completed works, each costing not less than the amount equal to 40% of the estimated cost. OR
  - (ii) Two similar completed works, each costing not less than the amount equal to 60% of the estimated cost. OR
  - (iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

**All amounts rounded off to a convenient full figure, in the last five years ending on the last day of the month previous to the one in which the tenders are invited.**

**Copy of Work Orders/ Corresponding Completion Certificates issued by the Tender Accepting / Executing Authority shall be attached. Work orders without completion certificates would not be considered for determining eligible past experience criteria.**

- e. The Bidder should not be blacklisted / debarred from participating in tender floated by any State / Central Govt. agencies. An undertaking on company's letterhead should be submitted for the same.
- f. The average annual financial turnover of the firm during the last three years should be at least equal to the estimated cost.**
- g. The Bidder should not have any Litigation pending in any court of law. An undertaking on company's letterhead should be submitted for the same.
- h. The Bidder shall not be permitted to tender for the work if any of his/her near relatives is posted in office of Executive Engineer, Chenab Division, CWC, Jammu or other CWC offices located as an Accounts Officer / Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above. An undertaking on firm's letterhead shall be submitted for the same.
- i. The Bidder shall also intimate the names of persons who are presently working with him/her and are near relatives to Gazetted officers in any CWC office and Ministry of Jal Shakti, Dept. of Water Resources, RD&GR. Any breach of this condition on the part of the Bidder would render him / her liable to be disqualified for the award of work.
- j. 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 two years after his/her retirement from the Government service, without the previous permission of the Government of India in writing. This contract is

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liable to be cancelled if either the contractor or any of his/her employees is found any time to be such a 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.

**Note:** *Proof must be attached for all the above qualification criteria. Any Statement with regard to above qualification criteria without proof will be assumed to be invalid and agency will be disqualified on that ground. Only agencies fulfilling all the above criteria will be short listed technically.*

**7.2 The following documents are to be furnished online in the technical bid part by the Contractor along with bid as per the tender document:**

- (i) Signed and scanned copy of Technical Bid in the format provided in Chapter 5 of this Tender Document.
- (ii) Signed and scanned copy of Bid Security Declaration in format provided as Annexure-II.
- (iii) Signed and scanned copy of details of Joint Venture, if any.
- (iv) Signed and scanned copy of Tender Acceptance Letter and Letter of authorization to submit bid, if bid is being submitted on behalf of company.
- (v) Signed and scanned copy of valid Firm/ Agency/Company registration certificate issued by statutory authority as per prevailing laws of Govt. of India.
- (vi) Signed and scanned copy of Certificate of single proprietorship/ Affidavit of partnership firm/ Pvt. Ltd. or Public Ltd. Company. If partnership firm, Signed and scanned true copy of Partnership deed as per the tender document.
- (vii) Signed and scanned copy of PAN No, Aadhaar No and GSTIN.
- (viii) Signed and scanned copy of previous three years Income-tax return.
- (ix) Signed and scanned copy of the audited balance sheets including a separate sheet on turnover of last three financial years.
- (x) Signed and scanned copy of experience certificate of similar works/supply carried out by agency/bidder.
- (xi) Signed and scanned true copy of undertaking on company's letterhead of not being blacklisted/ debarred by any Government department from participation in tenders floated by State/ Central Government agencies.
- (xii) Signed and scanned true copy of undertaking on company's letterhead of not having any Litigation pending in any court of law.
- (xiii) Signed and scanned true copy of undertaking (self-certificate) on company's letterhead of having clean track record of the firm during the last five years.
- (xiv) Signed and scanned copy of experience certificates of similar works for last three years along with copies of work order/ corresponding completion certificates clearly indicating the scope of work.
- (xv) Signed and scanned true copy of undertaking on company's letterhead that none of the bidder's near relatives is posted in office of Executive Engineer, Chenab Division, CWC, Jammu or other CWC offices located as an Accounts Officer / Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above.
- (xvi) Signed and scanned copy of Price Bid Undertaking as per format provided under point 8(a) of NIET of this tender document.
- (xvii) **Any other information not detailed above but mentioned under point A-3 of Part-A of this tender document.**

[**Similar works means:** supply & Installation of guage posts/sign boards/MTBMs ]

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The bidder should not submit any other document apart from those listed above.

## 8. Price bid

### a) Price bid undertaking

From: (Full name and address of the Bidder) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

To,  
The Executive Engineer,  
Chenab Division, CWC, Jammu.

Dear Sir/Madam,

1. I submit the Price Bid for \_\_\_\_\_ and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes.

Yours faithfully

(Signature of Authorized representative)

### b) Schedule of price bid in the form of BOQ\_XXXX.xls:

The Financial Proposal/Commercial bid format is provided as BoQ\_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. **Bidders are advised to download this BoQ\_XXXX.xls as it is and quote item rate in the permitted column and upload the same in the price bid. Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with CWC.

1. The rates shall be quoted in Indian Rupee only.
2. The rates will be inclusive of all taxes, fees, levies, etc. and any revision in the statutory taxes, fees, etc. will be the responsibility of the Bidder.
3. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
4. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

9. **Verification of Details:** Executive Engineer, Chenab Division, Central Water Commission, Jammu reserves the right to verify the particulars furnished by the Bidder independently. If any information furnished by the Bidder is found to be incorrect at any stage, his/her performance guarantee/security deposit shall be forfeited and he/she shall be debarred from tendering for the works of CWC in future.
10. **Agreement:** Agreement shall be drawn with the successful Bidder on prescribed Form No CPWD 7/8. The Bidder shall quote their rates as per terms and conditions of the said form, which shall form part of the agreement.
11. **Period of Contract:** The duration of the Contract shall be **60 days** which can be revised or extended depending upon the exigency of work.
12. **Availability of Work Place:** The workplace is available & would-be various sites and site offices under the jurisdiction of Chenab Division, CWC, Jammu.
13. **Visit to Work Place:** Bidders are encouraged to inspect and examine the workplaces (as mentioned at Chapter 4 Page No. 22) and its surroundings and satisfy / apprise themselves as to the nature of the work as well as terrain and local conditions, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or

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affect their tender and rates, before submitting their tenders. A Bidder shall be deemed to have full knowledge of the workplace whether he/ she inspects the site or not and no extra payment / compensation consequent upon any misunderstanding / miss- happening or otherwise shall be allowed.

- 14. Acceptance of Tender:** Competent Authority does not bind himself/herself to accept the lowest or any other tender and reserves right to accept or reject any or all of the tenders received without assigning any reason. Competent Authority also reserves the right of accepting the whole or any part of the tender and the Bidder shall be bound to perform the same at the quoted rate.
- 15.** Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
- 16.** Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tender submitted by a Bidder who resorts to canvassing is liable to rejection.
- 17. Signing of Contract Agreement:** The successful Bidder/Contractor on acceptance of his/her tender by the competent authority shall deposit 3% of agreement cost as performance guarantee in the form of FDR/Bank guarantee issued by Nationalized/ Scheduled Bank within 7 days from the date of issue of letter of acceptance and sign contract agreement with Executive Engineer, Chenab Division, Jammu consisting of:-
  - a. The 'Notice Inviting Tender', all the documents including 'General Conditions & Clauses of Contract', 'Special Terms & Conditions', 'Scope of Work & Specifications' forming the tender as issued at the time of invitation of tender and acceptance thereof together with all correspondence leading thereto.
  - b. Standard CPWD Form-7/8: Item Rate Tenders & Contract for Works.

**Sd/-  
Executive Engineer**

Copy for information:

- a) Director, Finance, CWC, HQ.
- b) Account Branch, Chenab Division, CWC, Jammu.
- c) SDE(HQ), Chenab Division, CWC, Jammu for uploading e-tender document in web site [www.cwc.gov.in](http://www.cwc.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in).
- d) Notice Board.

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**e-TENDER KEY EVENTS SHEET**

1	Tender inviting authority Designation/address	Executive Engineer, Chenab Division, CWC, Jal Ayog Bhawan, Rajinder Nagar Phase-I, Bantalab, Jammu-181123, J&K
2	Mode of submission of tender	Electronic tenders are to be submitted on CPPP portal which can accessed using URL <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> , <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>
3	Addressee and address at which document to be submitted in hard copy	Executive Engineer, Chenab Division, CWC, Jal Ayog Bhawan, Rajinder Nagar Phase-I, Bantalab, Jammu-181123, J&K
4	Job requirement	As per tender documents
5	Language in which items to be printed	English
6	Validity of tender	<b>60 days</b> after the date of tender opening
7	Issuance of tender	Tender can be accessed from <b>10.11.2021 at 15:00 to 17.11.2021 up to 15:00</b> from CPPP portal which can accessed using URL <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> , <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>
8	Cost of the Tender	Cost of the e-tender is <b>Rs. Nil</b>
9	Last date time for submission of online tender	<b>17.11.2021,15:00</b>
10	EMD amount payable	NIL, Bid securing Declaration need to be submitted. (Annexure-II).
11	Date, Time and place of Public Online tender opening event	The Technical bid of the tender will be opened online at 18.11.2021 at 15:00 in presence of the Bidders who wish to see the online opening of tender (on their own cost) or offline through their authorized representative who may choose to attend online opening in the office of Executive Engineer, Chenab Division, CWC, Jammu. The time of opening of financial bids will be intimated later.
12	Performance Guarantee	The successful bidders will have to deposit an amount equal to 3% of tendered and accepted value of work as a performance Guarantee within 7 days from the date of receipt of acceptance letter. In case the contractor fails to deposit the said performance guarantee within the period, including the extended period if any, the acceptance would be treated as null and void automatically without any notice to the contractor.
13	Security Deposit	2.5% of the billed amount would be deducted from every running bill and final bill towards the security deposit until the security deposit reaches an amount equal to 2.5% of the tendered and accepted value of the work.



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## CHAPTER-1 INSTRUCTIONS TO BIDDER(S)

### A-1.General

Before submitting the tender, it is presumed that the tenderer has understood the exact requirement of the Purchaser and visited hydrological observation sites on rivers run by Central Water Commission, Jammu, J&K to understand the facilities and accessibility. No communications will be entertained in this regard at any stage after the opening of Tenders.

The general instructions are as given below: -

- i) 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.
- ii) A Bidder in the capacity of individual or sole Proprietor, Partnership Firm or Company can participate in the tender and the bidder must upload copies of the constitution of its firm such as partnership deed, Memorandum & Articles of Association etc. along with original Power of Attorney of authorized signatory. Joint Venture firms shall submit its full details.
- iii) 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.
- iv) 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.
- v) The tenderers are expected to understand the forms, terms, specifications and other details mentioned in the tender document.
- vi) Each tenderer is entitled to submit only one bid. The tender document is non-transferable.
- vii) 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 and same will be communicated.
- viii) The tenderers must quote the item rate keeping in mind all the terms and conditions mentioned in this document.
- ix) The valid means of communications for this tender shall be in writing, through e-mail and fax followed by confirmation by post.
- x) The Director(s) of the tendering firms having near relative working at the Gazetted rank post in CWC, Jammu is debarred from tendering. Any breach of this condition would result in the blacklisting in all future works by Central water Commission.
- xi) 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 in its Board of Directors. Such Firms are debarred to participate in tendering, without the prior permission of the Chairman, CWC. Such tender is liable to be rejected at any stage of work.
- xii) It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender.
- xiii) No deviation in the payment terms mentioned in the tender document is permissible. If a tenderer does not explicitly agree with the payment terms mentioned in the tender document, the tender shall be rejected for non-responsiveness.
- xiv) The words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively.
- xv) The words 'Tenderer' and 'agency' has been used interchangeably.
- xvi) 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

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- c) Amendment to the tender document;
- d) Post tender opening Correspondences
- e) Purchaser's notification of award of the contract.

**A-2. Essential Qualification Criteria for the Tenderers: -**

- a. The Agency should be registered in India with permanent office.
- b. They should have a valid GST No./PAN No./Aadhar No.
- c. Joint Venture (JV) Shall submit its full details.
- d. The Firm should have successfully completed similar works during last 5 years in the field of providing similar services for Government, Public Sector Undertaking and satisfactory execution of similar works. (Similar Works Means: - supply & Installation of guage posts/sign boards/MTBMs). The agency/firm should confirm to any one of the following criteria-
  - 1) Three similar completed works, each costing not less than the amount equal to 40% of the estimated cost. OR
  - 2) Two similar completed works, each costing not less than the amount equal to 60% of the estimated cost. OR
  - 3) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

**All amounts rounded off to a convenient full figure, in the last five years ending on the last day of the month previous to the one in which the tenders are invited**

**Copy of Work Orders/ Corresponding Completion Certificates issued by the Tender Accepting / Executing Authority shall be attached. Work orders without completion certificates would not be considered for determining eligible past experience criteria.**

- e. The average annual financial turnover of the firm during the last three years should be at least equal to the estimated cost.
- f. The Bidder should not be blacklisted / debarred from participating in tender floated by any State / Central Govt. agencies. An undertaking on company's letterhead should be submitted for the same.
- g. The Bidder should not have any Litigation pending in any court of law. An undertaking on company's letterhead should be submitted for the same.
- h. The Bidder shall not be permitted to tender for the work if any of his/her near relatives is posted in office of Executive Engineer, Chenab Division, CWC, Jammu or other CWC offices located as an Accounts Officer / Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above. An undertaking on firm's letterhead shall be submitted for the same.
- i. The Bidder shall also intimate the names of persons who are presently working with him/her and are near relatives to Gazetted officers in any CWC office and Ministry of Jal Shakti, Dept. of Water Resources, RD&GR. Any breach of this condition on the part of the Bidder would render him / her liable to be disqualified for the award of work.
- j. 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 two years after his/her retirement from the 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/her employees is found any time to be such a 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.

**Note: Proof must be attached for all the above qualification criteria. Any Statement with regard to above qualification criteria without proof will be assumed to be invalid and agency will be disqualified on that ground. Only agencies fulfilling all the above criteria will be short listed technically.**

**A-3.Documents are to be furnished online in the technical bid part**

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- a. Signed and scanned copy of Technical Bid in the format provided in Chapter 5 of this Tender Document.
- b. Signed and scanned copy of Bid Security Declaration in format provided as Annexure-II.
- c. Signed and scanned copy of details of Joint Venture, if any.
- d. Signed and scanned copy of Tender Acceptance Letter and Letter of authorization to submit bid, if bid is being submitted on behalf of company.
- e. Signed and scanned copy of valid Firm/ Agency/Company registration certificate issued by statutory authority as per prevailing laws of Govt. of India.
- f. Signed and scanned copy of Certificate of single proprietorship/ Affidavit of partnership firm/ Pvt. Ltd. or Public Ltd. Company. If partnership firm, Signed and scanned true copy of Partnership deed as per the tender document.
- g. Signed and Scanned copy of Labour License Certificate.
- h. Signed and scanned copy of PAN No, Aadhar No and GSTIN.
- i. Signed and scanned copy of previous three years Income-tax return.
- j. Signed and scanned copy of the audited balance sheets including a separate sheet on turnover of last three financial years.
- k. Signed and scanned copy of experience certificate of similar works/supply carried out by agency/bidder.
- l. Signed and scanned true copy of undertaking on company's letterhead of not being blacklisted/ debarred by any Government department from participation in tenders floated by State/ Central Government agencies.
- m. Signed and scanned true copy of undertaking on company's letterhead of not having any Litigation pending in any court of law.
- n. Signed and scanned true copy of undertaking (self-certificate) on company's letterhead of having clean track record of the firm during the last five years.
- o. Signed and scanned copy of experience certificates of similar works for last ten years along with copies of work order/ corresponding completion certificates clearly indicating the scope of work.
- p. Signed and scanned true copy of undertaking on company's letterhead that none of the bidder's near relatives is posted in office of Executive Engineer, Chenab Division, CWC, Jammu or other CWC offices located as an Accounts Officer / Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above.
- q. Signed and scanned copy of Price Bid Undertaking as per format provided under point 8(a) of NIET of this tender document.
- r. Any other information not detailed above but mentioned under point A-3 of Part-A of this tender document.**

**[Similar works means: Civil Works]**

The bidder should not submit any other document apart from those listed above.

#### **A-4.Period of Validity of bids:**

Bids shall remain valid for **60 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.

#### **A-5.Bid Securing Declaration:**

Bidder has to submit the Bid Securing Declaration as per format given in the bid document at **Annexure-II**. As per the Bid Security Declaration the bidder will automatically be suspended from being

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eligible for bidding in any contract with the Purchaser for the period of time of five years, if the bidder is in breach of his/her obligation(s) under the bid conditions, because he/she

- a) Withdraws its bid during the period of bid validity specified in the tender document; or
- b) Is declared a successful bidder and:
  - (i) fail or refuse to execute the Contract; or
  - (ii) fail or refuse to furnish the specified Performance Guarantee.

#### **A-6.Performance Guarantee: -**

The successful bidder shall furnish Performance Guarantee Deposit at the rate 3% on the contract value within 7 days after notification of the award and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Performance Guarantee will be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

Performance Guarantee may be furnished in the form of account payee Demand Draft, FDR, CDR, Bank Guarantee in favour of Executive Engineer, CD, CWC, Jammu payable at Jammu.

Performance Guarantee is liable to be forfeited in case successful tenderer does not fulfill contract obligations.

#### **A-7.Contents of Tender Document:**

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

- (i) Notice inviting e-Tender
- (ii) Instructions to the Bidders
- (iii) Activity Schedule & other requirements.
- (iv) Conditions of Contract
- (v) Schedules of Requirements
- (vi) Technical Bid
- (vii) (Financial Bid) uploaded with the Tender Document in form of xls. sheet.
- (viii) Contract Form
- (ix) Other Standard forms such as performance security, Bid Security Declaration etc.

#### **A-8.Opening of Bids:**

The bids shall be opened on the date and time mentioned in the Critical Date Sheet.

#### **A-9.Prices**

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. except GST.

The prices should be given as per the format given in price schedule.

- a) All prices should be in Indian Rupee (INR).
- b) The amount should be written both in figures and in words.
- c) The tenderer should quote rate for all the items mentioned in the BOQ in xls format. The tenders not quoting rate for all the items are liable to be rejected.
- d) The bids for the works shall remain open for acceptance for a period of **60 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,

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then the Government shall without prejudice to any other right or remedy, be at liberty to debar from participating in any tender of Central Water Commission for a period of 5 years as mentioned in bid securing declaration. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

#### **A-10. Non-conformities between the figures and words of the Quoted Prices:**

Sometimes non conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of as indicated below:

- a) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

#### **A-11. Evaluation of Tenders**

The tenders will be evaluated on the basis of eligibility criteria, specifications as given the tender document.

- a) The Technical Bids will be evaluated based on the conditions as mentioned in eligibility criteria.
- b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per eligibility criteria of tender document. Further, in case the same lowest rate is quoted by more than one eligible firm, the selection will be based on the basis of highest numbers of works of value more than 40% of estimated cost completed satisfactorily during last three years. The Competent Authority does not bind himself to accept the lowest or any other tender.

The Competent Authority does not bind himself to accept the lowest or any other tender.

#### **A-12. Award of Work**

Within seven (07) days of the receipt of notification of award from the Purchaser, the successful tenderer shall sign the contract agreement as given at Chapter 6 and furnish the specified performance Guarantee.

However, Government Departments and Public Undertakings are exempted from furnishing this Guarantee.

#### **A-13. Visit to Work Place by Tenderer**

Tenderer are encouraged to inspect and examine the work place(mentioned in chapter 4 at page no 22) and its surroundings and satisfy /apprise themselves as to the nature of the work, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their tenders. A tenderer shall be deemed to have full knowledge of the work place whether he/she inspects the site or and no extra payment/compensation consequent upon any misunderstanding/miss-happening or otherwise shall be allowed.

#### **A-14. Workmen Safety and Insurance:**

The Agency shall be responsible for safety, security and insurance including life insurance of their personnel who are deputed for the work. The Agency shall be fully responsible for observance of all labour laws applicable including local laws and other laws applicable in this matter and shall indemnify and keep indemnified CWC against effect of non-observance of any such laws. The Contractor shall be liable to make payment to all its employees, workers and sub-Contractors and make compliance with labour laws.

## CHAPTER-2 ACTIVITY SCHEDULE & REQUIREMENTS

### B-1. Description of Work:

- i) **Description of Work:** CWC has about 1600 Hydrological Observation (H.O) sites on rivers in India. Hydro-meteorological observation is to be carried out at these H.O sites for gauge & discharge, and sample collection of silt and water quality including other meteorological parameters. Works to be executed beforehand of starting of observations of hydrological and meteorological parameters includes **installation of Gauge posts, MTBM and retro reflective sign boards as per specifications at H.O stations** mentioned in "Schedule of Requirements".
- ii) **Background of the Organization**  
Central Water Commission is a premier Technical Organization of India in the field of Water Resources and is presently functioning as an attached office of the Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India. The Commission is entrusted with the general responsibilities of initiating, coordinating and furthering in consultation of the State Governments concerned, schemes for control, conservation and utilization of water resources throughout the country, for purpose of Flood Control, Irrigation, Navigation, Drinking Water Supply and Water Power Development.
- iii) **Scope of the work:** In order to start Hydrological Observations, **installation of Gauge posts, MTBM and retro reflective sign boards as per specifications at H.O stations** mentioned in "Schedule of Requirements".

### B-2. Specifications

- i) This specification covers the Supply, Installation and Commissioning of MTBM, Gauge posts & Retro Reflective Sign Boards at various sites under Chenab Division, Jammu, for H.O stations mentioned in "Schedule of Requirements".
- ii) The Supply, Installation and Commissioning of MTBM, Gauge posts & Retro Reflective Sign Boards at sites under Chenab Division, Jammu will be done under the supervision of inspecting officer.
- iii) The work shall be completed within **60 Days** after award of work. Failure to complete the work within this period shall invite penalty as per Para C-16 of this document.
- iv) The material of Supply, Installation and Commissioning and Installation of MTBM, Gauge posts & Retro Reflective Sign Boards shall be as per tender drawings and as per relevant IS Codes.
- v) Annexure-I, II& III shows the specifications and installation details of the MTBM, Gauge posts & Retro Reflective Sign Boards.
- vi) In case the specifications of any work are not given herein, the work shall be carried out in all respects in accordance with IS specifications and the instructions of the Engineer-in-charge given from time to time.
- vii) The contractor shall procure 53 grade ordinary Portland cement or pozzalana Portland cement as per BIS for the work, from reputed manufacturers.
- viii) The main cause of corrosion of reinforcement is concrete is inadequate cover available to the reinforcement bars. To avoid displacement of bars in any direction and to ensure proper cover, suitable grade and strength cover blocks should be used.
- ix) The contractor shall procure special type of cement/quick setting cement/low gypsum required for concreting in underwater, if required.

### B-3. Supervision

- i) Suitably qualified persons shall be engaged by the manufacturer for supervising the items at the works such as batching, mixing, placement and compaction of concrete, checking of the curing arrangement for its adequacy, installation of MTBM, Gauge

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posts & Retro Reflective Sign Boards.

- ii) Supervisor so engaged shall maintain records as directed by the Inspecting Officer and shall present them for scrutiny whenever demanded.
- iii) Details of such supervisor shall be shared with Engineer-in-charge well in advanced of starting of work.
- iv) A site register shall be maintained in which inspecting officer record observations against which compliance shall be recorded by the supervisor.

**B-4. Installation and marking**

- i) Installation of MTBM, Gauge posts & Retro Reflective Sign Boards shall be done as per the specifications under the guidance of inspecting officer/JE of concerned sub-division.
- ii) All markings shall be done on the one side of gauge post with standard metric gradation of 5 mm thickness in black synthetic enamel alternatively after 5 mm over white background & red synthetic enamel of 5 mm of width at every 100 mm etc. complete as directed by Inspecting Officer/JE of concerned sub division.
- iii) Painting and markings shall be done only after proper installation.
- iv) The paint of ISI mark and shall be such as to last for at least 3 years under normal weather conditions. Color and quality of the paint used shall be got approved by the Inspecting Officer.
- v) The matter in retro reflective sign boards should be as per instructions of Engineer-in-charge.

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## CHAPTER-3 CONDITIONS OF CONTRACT

### C-1.Definitions & Interpretations

**Works** mean the works as identified in the tender document and to be provided at the purchaser's facility as per the contract.

**Executive Engineer**, Chenab Division, CWC, means Executive Engineer, Chenab Division, Central Water Commission, Jammu under Indus Basin Organization, Central Water Commission, Chandigarh.

**Contract** means the agreement reached by the Purchaser and the Agency for the purpose of the work mentioned in this document. All documents, letters, correspondences exchanged for this work shall be the part of the contract.

**Contract Price:** The cost of work identified in the Agency 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.

**The Purchaser** is: The President of India through the Executive Engineer, Chenab Division, Central Water Commission, Jammu.

**Agency:** The Agency 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 Agency is liable to carry out work without any additional cost to the purchaser.

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

**E-procurement:** e-procurement is web-based tendering/procurement process in which buyer puts its requirements online and suppliers bid online.

**Hydrological Observation:** means observation of Gauge, Discharge, Silt and Water Quality at river sites.

### C-2.Documents of Contract:

All the documents shall be considered as correlative, complementary and mutually explanatory. The contract shall be read as a whole for the interpretations. All correspondences, notices etc. shall form a part of the contract.

#### 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.

### C-3.Duration of contract:

The period of operation of the contract shall be for **60** days. The duration of contract may be altered / modified by the purchaser before awarding contract.

### C-4.Program of works:

The works will have to be started by the Agency/agencies within 15 days of award of contract at the locations as identified in schedule of requirement.

### C-5.Confidentiality:

- a. The Agency 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 Agency in the performance of the Contract. Disclosure to any such



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employed person shall be made in confidence and shall extend only as 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 Agency 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 Agency's prior written consent, disclose any documents, data or other information furnished by the Agency in connection with the Contract, and clearly identified in advance by the Agency as being confidential, to parties not directly involved in the project(s) covered by the Contract.

**C-6.General Conditions of Contract:**

1. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India and Government of Jammu & Kashmir or Punjab.
2. Incomplete tenders/tenders shall be rejected.
3. The bidder should not have been black listed by any Government or non-Government institutions or Government Department undertaking/public enterprises.
4. The Firms shall be registered in India with permanent office.
5. 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.
6. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Agency who resort to canvassing will be liable to rejection.
7. Copies of other documents pertaining to the works will be open for inspection by the tenderers at the office of the above-mentioned officer. Tenderer are advised to inspect and examine the site and its surrounding and satisfy them before submitting their tenders, the form and nature of the site, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tender shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other documents and has made himself aware of the scope and specifications of the work to be done.

**C-7.Special Conditions of Contract:**

1. It is not allowed by the Tenderer to bid in Piece meal manner. Tenderer has to bid for all items.
2. CWC will not provide any residential facility to the Agency.
3. Transportation and accommodation arrangements of agency's staff will be made by Agency at its own cost. The Agency shall be responsible of safety of its own staff.
4. The number of sites shown in tender document is approximate and this quantity may increase or decrease, even during contract period also, as per the requirements without any change in unit price or other terms and conditions.

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5. The Agency shall be contactable at all times and messages sent by phone /e-mail/fax/ special messenger from CWC office shall be acknowledged immediately on receipt on the same day. The Agency shall strictly observe the instructions issued by the office in fulfillment of the contract from time to time.
6. This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Agency.
7. Escalation clause will not be accepted on any grounds during the period the contract is in force.
8. The rates quoted by the Agency shall be fixed for a period of contract and no request for any change/modification shall be entertained before expiry of the contract period. The Agency shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
9. Any dispute arising out of the contract shall be settled within the jurisdiction of Jammu only.
10. The position or location of sites may be change from one place to another place as mention in schedule of quantity in the tender documents with same nature of sites without any change in unit price or other term & condition by the purchaser as per requirement.

**C-8.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, etc. The prices should be given as per the format given in price schedule.

**C-9.Terms of Payment:**

- a. No advance payment shall be made.
- b. Running Payments will be released as per actual execution of work.
- c. The Agency will submit the bill in triplicate to the Executive Engineer, Chenab Division, CWC, Jammu after completion of all works in all respects. The payment will be released after submission of claim, complete in all respects such as dated, certificate given by the Officer-in-Charge regarding satisfactory completion of works.
- d. Deduction of tax at source (TDS) as per applicable rates prescribed under the Income- tax Act, 1961, shall be made by the Executive Engineer, Chenab Division, CWC, Jammu from every payment made under this contract.
- e. The payment shall be made through e-payment only and within ten days of submission of bill.
- f. GST @ 2% shall be deducted from each running bills.
- g. Security Deposit @ 2.5% shall be deducted from each running bills.
- h. Payments to the Agency would be strictly on the basis of certification by the officer/site In-charge that works done are satisfactory.

**C-10. Advances:**

No advance payment will be made by the Purchaser.

**C-11. Release of Claims:**

After completion of work and at the time of final payment the Agency shall give in writing, releasing the Purchaser for all the claims arising out of this contract other than specifically accepted in this contract.

**C-12. Observance of Law:**

- a. The contract shall be construed and operated as an Indian contract and as per Indian laws applicable from time to time.

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- b. The parties to the contract shall protect and indemnify each other against all claims or liabilities arising from the action of violation of all such laws.
- c. Agency shall observe all laws related to the support services in terms of manpower of both Government of India and State Government of Jammu & Kashmir as applicable from time to time.
- d. The resultant contract will be interpreted under Indian laws.

### **C-13. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

- a) "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:
  - (i) War, hostilities, invasion, act of foreign enemy and civil war;
  - (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
  - (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
  - (iv) Earthquake, fire, or other natural disaster.
  - (v) Rainfall and floods.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, the Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- b) The date of commencement of the event of Force Majeure;
- c) The nature and extent of the event of Force Majeure;
- d) The estimated Force Majeure Period,
- e) Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- f) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- g) Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.
- h) If a Force Majeure situation arises, the Agency shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Agency 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.
- i) 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.
- j) No claim or increased costs be entertained attributable to the Force Majeure.

### **C-14. Termination of Contract**

#### **a) For Purchaser's convenience**

The Purchaser can terminate the contract at any time by giving a notice of 30 days to the Contractor. The Contractor shall have no claim to any payment for the

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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
- II. If the Contractor becomes bankrupt or insolvent
- III. If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
  - a. If the Contractor neglects its obligations under this contract.
  - b. If the contractor has furnished any false document.
- IV. The Purchaser may without prejudice to any other right issue a notice for 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 30 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. If the agency fails to give one month's notice in writing for termination of the Agreement then any amount due to the agency from the office shall be forfeited.

**d) On every termination**

- I. The Contractor shall cease further work.
- II. Under such circumstance, only the contract price properly attributable to the part of the work duly valued by the Purchaser shall be payable by the Purchaser to the Contractor. The decision of the purchaser shall be final in this respect.

**C-15. Liquidated Damages/ Penalty**

- a. The time stipulated in the contract as per progress report shall be deemed to be the essence of the contract. In the event the contractor fails to adhere to the time specified in the progress report of the 'Contract', or approved extended time then the contractor shall pay to the Purchaser penalty as below.
- b. **In the event of any delay of completion of work in all respects, Rs. 2000/- (Rupees Two Thousand Only) per day shall be levied as penalty subject to maximum up to 10 % of contract value.**
- c. The owner may without prejudice to any other method of recovery deduct the amount of liquidated damages from any money in his/her/their hands due or become due to the Contractor either under this or under any other contract.
- d. The payment or deduction of such penalty shall not relieve the Contractor from his/their obligation to complete the works or from any other of his /their obligations and liabilities under the contract.
- e. If the decision regarding the reasons for delay is required to be analyzed and the same can only be determined after completion of the work or if the issue is likely to enter into dispute or requires in-depth study to fix the responsibility for the delay, then extension of time will be granted to the contractor subject to levy of penalty and the amount equivalent to the maximum levy of penalty leviable shall be withheld from the running bills at the stage where the balance payment may not be able to cover the penalty and other obligations as per the provisions of the Contract.
- f. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same.

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- g. The agency shall keep this office fully indemnified against the damage by any person engaged by the Agency.
- h. For any accident or casualty occurred during the course of working to any person deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.
- i. 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

**C-16. 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.

**C-17. Disputes**

The decision of the Purchaser shall be final regarding the quality of Support services provided of by the agency; 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).

**C-18. 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.

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## CHAPTER-4 SCHEDULE OF REQUIREMENTS

**Name of Work:** Supply, Installation and Commissioning of Gauge Posts, MTBM & Retro reflective sign Boards at sites of Jhelum Sub Division,-II, Srinagar (in Jhelum Basin) & Lower Chenab Sub Division ,Jammu (In Chenab Basin) Under Chenab Division, CWC, Jammu

**Name of Organization** Indus Basin Organization, Central Water Commission, Chandigarh

**Name of Division** Chenab Division, CWC, Jammu

S. No.	Sub-Division	Name of site	Location	Type	Unit	MTB M	Retro reflective Sign Boards	Gauge Posts	Latitude(N)	Longitude(E )
1	JSD-II	Ram Munshi Bagh	Srinagar	GD Q	No	1	1	12	34.069356	74.838587
2		Safapora	Bandipora	GD Q	No	1	1	12	34.246740	74.623193
3		Sangam	Anantnag	GD Q	No	1	1	12	33.833265	75.066857
4		Khanabal	Anantnag	GD	No	1	2	12	33.751259	75.126898
5		Ganeshpora	Anantnag	GD	No	1	1	Nil	33.903982	75.282330
6		Arwani	Shopian	GD	No	1	2	Nil	33.785000	75.067200
7		Watchi	Pulwama	G	No	1	2	Nil	33.794272	75.036666
8		Rumshi Nallah	Pulwama	G	No	1	2	Nil	33.951129	74.929833
9		Karalpora	Budgam	GD	No	1	2	Nil	33.997412	74.813670
10		Prang	Ganderbal	GDS Q	No	1	2	Nil	34.272457	74.877852
11		Uri	Baramulla	GD	No	1	2	Nil	34.208400	74.336389
12		Sonamarg	Ganderbal	G	No	1	2	Nil	34.303563	75.262841
13	LCSD	Bari Pattan	Rajouri	G	No	1	0	Nil	33° 04' 09"	74° 21' 55"
14		Kalnai Nallah	Thathri, Doda	G	No	1	1	4	33° 08' 40"	75° 48' 11"
15		Neeru Nallah	Doda	G	No	1	0	Nil	33° 05' 00"	75° 35' 00"
16		Chhapriyal	Jammu	GDS Q	No	1	1	12	32° 53' 24"	74° 25' 53"
17		Dharmari	Reasi	GDS	No	1	0	12	33° 15' 00"	74° 50' 00"
18		Bainch	Poonch	G	No	1	0	4	33° 45' 27"	74° 05' 46"
19		Premnagar	Doda	GDS Q	No	1	1	4	33° 09' 20"	75° 42' 13"
20		Dhamkund	Ramban	GDS Q	No	1	1	12	33° 14' 35"	75° 08' 45"
21		Akhnoor	Jammu	GDS	No	1	1	12	32° 54' 03"	74° 45' 32"

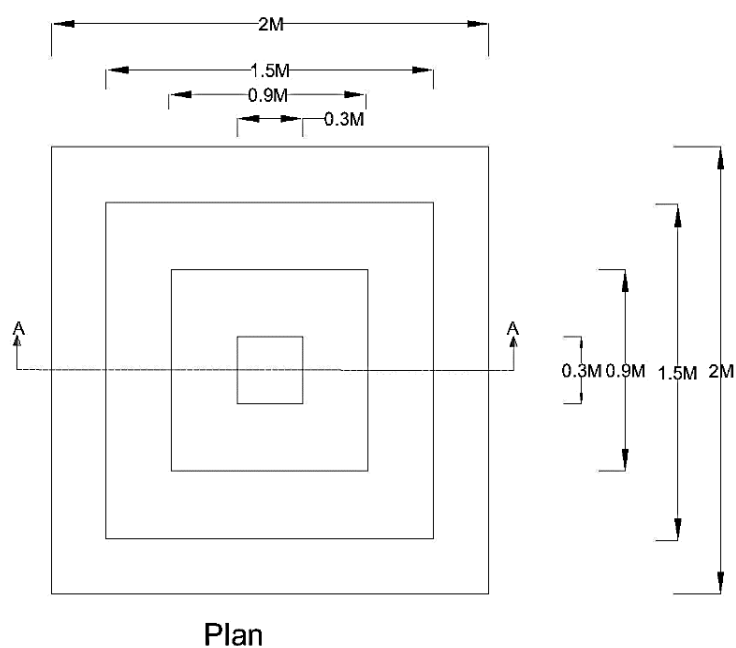
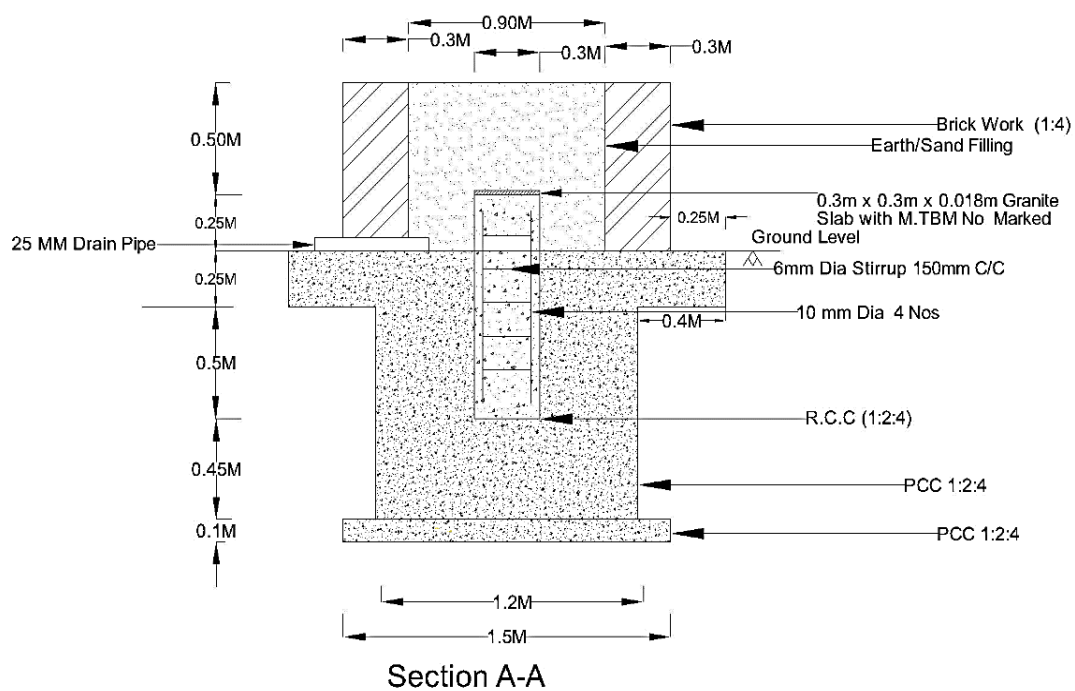
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				Q						
22		Sidhra	Jammu	GDS Q	No	1	2	Nil	32° 45' 46"	74° 53' 04"
					Total	22	27	108		

Note:

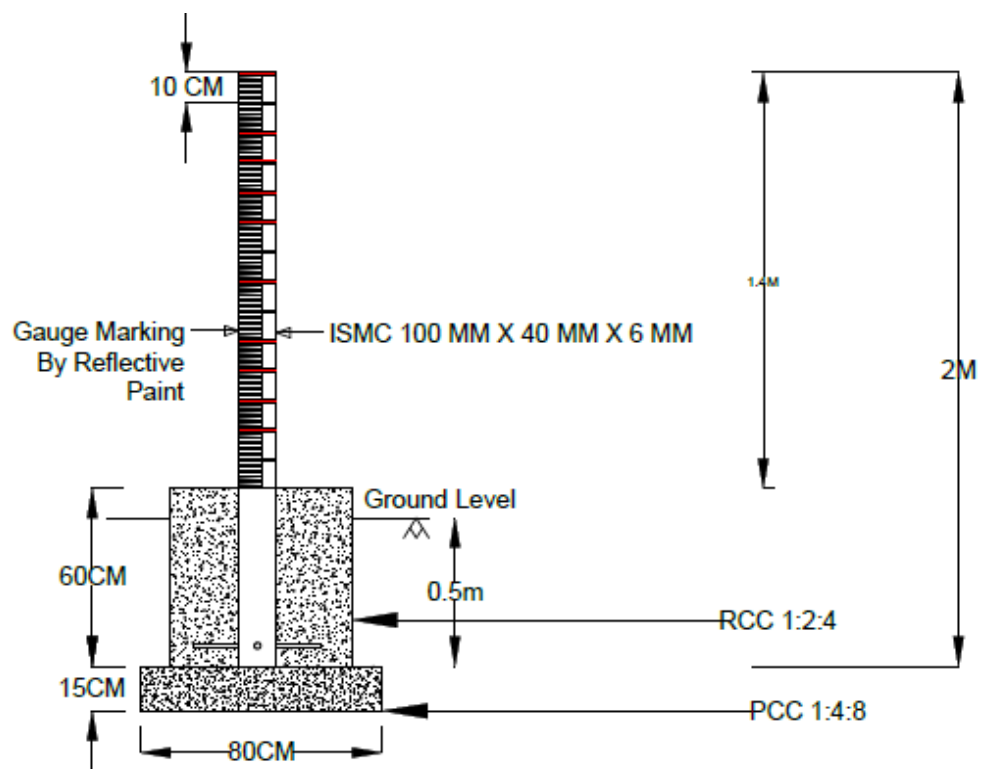
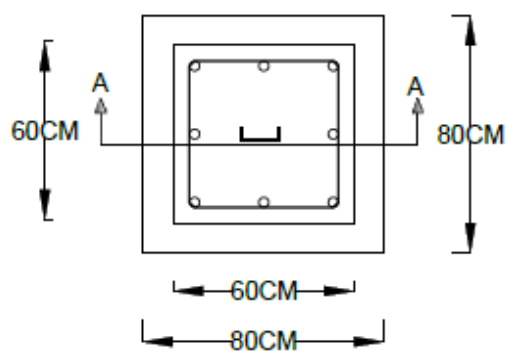
For Drawings & Specifications of MTBM refer **Annexure-1.**For Drawings & Specifications of Gauge Posts refer **Annexure-2.**For Drawings & Specifications of Retro reflective Sign Boards refer **Annexure-3.**

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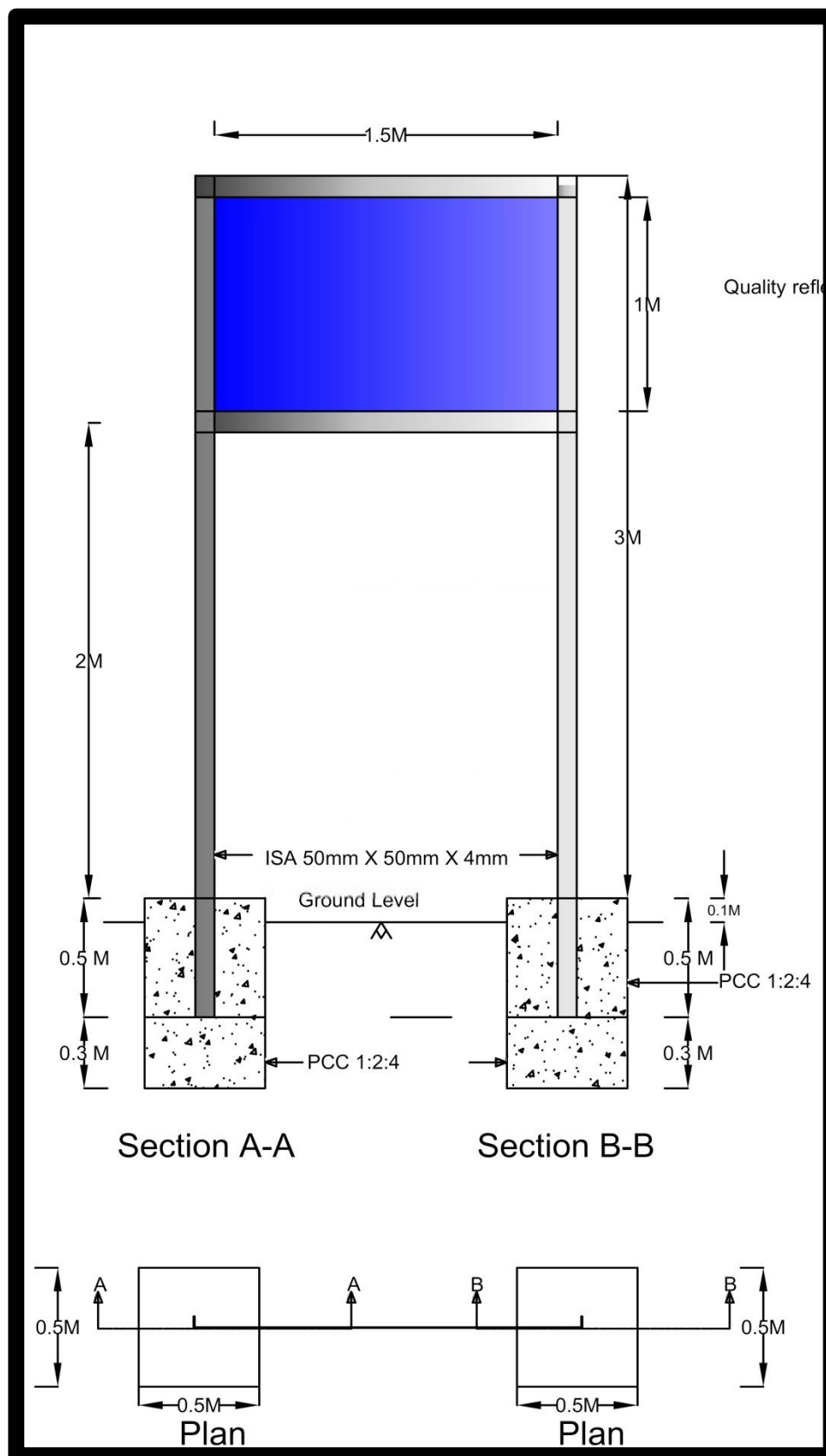
**MUSTO TYPE BENCH MARK****Musto Type Bench Mark (Annexure - 1)**



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**GAUGE POST****Section A-A****PLAN**

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**RETRO REFLECTIVE SIGN BOARD**

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**The sample of Bilingual Board (one side in Hindi & other side in English)****BACK SIDE**

GOVERNMENT OF INDIA CENTRAL WATER COMMISSION CHENAB DIVISION, JAMMU JHELM SUB DIVISION-II, SRINAGAR  
 GAUGE DISCHARGE & SILT SITE, DISTRICT: , RIVER: ESTABLISHED: :  
 ZERO OF GAUGE: M

**FRONT SIDE**

भारत सरकार  
 केन्द्रीय जल आयोग  
 चेनाब मंडल, जम्मू  
 झेलम उपमंडल -II, श्रीनगर  
 गेज निस्सारण एवं गाद स्थल.....  
 जिला ....., नदी.....  
 स्थापना .....  
 शून्य सापेक्ष तल .....मी.

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**The sample of Bilingual Board (one side in Hindi & other side in English)****BACK SIDE****GOVERNMENT OF INDIA CENTRAL WATER COMMISSION CHENAB DIVISION, JAMMU****LOWER CHENAB SUB DIVISION, JAMMU****GAUGE DISCHARGE & SILT SITE, DISTRICT: , RIVER: ESTABLISHED:****ZERO OF GAUGE: M****FRONT SIDE****भारत सरकार****सत्यमेव जयते****केन्द्रीय जल आयोग****चेनाब मंडल, जम्मू****निचली चेनाब उपमंडल****गेज निस्सारण एवं गाद स्थल.....****जिला ....., नदी.....****स्थापना .....****उ  
शून्य सापेक्ष तल .....मी.**

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## CHAPTER 5: TECHNICAL AND FINANCIAL BIDS

### TECHNICAL BID

**Name of Work:** Supply, Installation and Commissioning of Gauge Posts, MTBM & Retro reflective sign Boards at sites of Jhelum Sub Division,-II, Srinagar (in Jhelum Basin) & Lower Chenab Sub Division ,Jammu (In Chenab Basin) Under Chenab Division, CWC, Jammu

**Name of Organization** Indus Basin Organization, Central Water Commission, Chandigarh

**Name of Division** Chenab Division, CWC, Jammu

(To be furnished online only. Offline bids are not acceptable under this contract)

S.No.	Particulars	To be filled by the tenderer
1	Name of the Agency	
2	Date of establishment of the Agency	
3	Name of State/UT where the permanent office of the agency is located.	
4	Detailed office address of the Agency with Office Telephone Number, Fax Number and name of the contact person with Mobile Number.	
5	Registration certificate No (copy to be enclosed)	
6	Whether single proprietorship/ partnership firm/ Pvt. Ltd. or Public Ltd. Company. If partnership firm, copy of Partnership deed to be enclosed)	
7	PAN Number (copy to be enclosed)	
8	Aadhar No. (copy to be enclosed)	
9	Goods and Service Tax (GST) Registration Number (copy to be enclosed)	
10	Whether the previous three years Income-tax return.	
11	Whether the audited balance sheets including a separate sheet on turnover of last three financial years.	
12	Length of experience in the field, if any (copy to be enclosed)	
13	Experience in dealing with Govt. Departments (indicate the names of the Departments and years of dealing with those Departments and attach copies of contract orders placed on the Agency)	
14	Whether an undertaking on company's letterhead of not being blacklisted/ debarred by any Government department from participation in tenders floated by State/ Central Government agencies anywhere in India is enclosed.	
15	Whether an undertaking on company's letterhead of not having any Litigation pending in any court of law in India is enclosed.	
18	Whether an undertaking (self-certificate) on company's letterhead	

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	of having clean track record of the firm during the last five years is enclosed)	
19	Whether the Price Bid Undertaking as per format provided under point 8 (a) of NIEt of this tender document is enclosed	
20	Whether the undertaking on company's letterhead that none of the bidder's near relatives is posted in office of Executive Engineer, Chenab Division, CWC, Jammu or other CWC offices located as an Accounts Officer / Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above is enclosed.	
21	Whether any show-cause notice was ever issued by the Office of the Labour Commissioner or any Govt. Agency? If so, details thereof (please attach the copies of communications, if any).	
22	Whether Agency profile is attached?	

The bidder shall also provide following in technical proposals:

- A. The Agency's Bid Cover Letter (including eligibility, following Code of Integrity in Public Procurement - CIPP);
- B. Power of attorney if any;
- C. Qualification Information with enclosures;
- D. Write up on Bidder's Organisation, confirmation of compliance with (or deviations from) Description of Services, Activity Schedule, Statutory Obligation and Facilities to be provided by the Procuring Entity, Statutory and Contractual requirements, Respective obligations of Procuring Entity and the Agency, Contract For, General Conditions of Contract (GCC) and Special Conditions of Contract (SCC); etc. and

Signature of the bidder with seal

Note: It may be ensured by the bidder that the document as detailed under point 7.1 and 7.2 of NIEt and point A-2 & A-3 of Chapter-1 of this tender document are submitted with the Technical Bid.

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**FINANCIAL BID****Name of Work:**

**Supply, Installation and Commissioning of Gauge Posts, MTBM & Retro reflective sign Boards at sites of Jhelum Sub Division,-II, Srinagar (in Jhelum Basin) & Lower Chenab Sub Division ,Jammu (In Chenab Basin) Under Chenab Division, CWC, Jammu**

**Name of Organization**

**Indus Basin Organization, Central Water Commission, Chandigarh**

**Name of Division**

**Chenab Division, CWC, Jammu**

**(To be furnished online only. Offline bids are not acceptable under this contract)**

S No	Description of Work	Qty	Unit	Basic Rate Including all taxes (Such as GST @ 18%) and Contractor's Profit by the Bidder	Total Amount
				(In Rs.)	(In Rs.)
1	2	3	4	5	6
1.	Establishment of Musto type Bench Mark of standard specifications including its painting, engraving etc. complete including cost of manpower, material, labour, etc., as per directions of engineer-in-charge.	22	No		
2.	Fabrication and installation of MS Gauge Post made of ISMC 100 x 40 with 6mm thickness and 2m long at river banks including cost of civil works in foundation embedded in 1:2:4 reinforced cement concrete pedestal block of size 60 cm x 60 cm x 60 cm including the cost of steel reinforcement, centering, shuttering, finishing, reinforcement over the 1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size) cement concrete base of size 80 cm x 80 cm x 15 cm with 12 mm thick plastering complete and marking the gauge with synthetic enamel with standard metric gradation of 5 mm thickness in black & white alternately & red synthetic enamel of 5 mm of width at every 100 mm etc. complete.	108	No		
3.	Fabrication and installation of Retro Reflective Sign Board made of 2 mm thick aluminum sheet, face to be fully covered with high intensity and encapsulated lens type heat activated retro reflective sheeting as approved by Engineer-in-charge, letters, borders etc. in silver white with blue color back ground and with high intensity grade, pasted on substrate by pressure sensitive adhesive backing, fixing the same to the plate of structural frame work by means of suitable sized aluminum alloys,	27	No		

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S No	Description of Work	Qty	Unit	Basic Rate Including all taxes (Such as GST @ 18%) and Contractor's Profit by the Bidder	Total Amount
				(In Rs.)	(In Rs.)
1	2	3	4	5	6
	rivets or bolts & nuts all along the periphery including the cost of painting with two or more coats of epoxy paint in grey color on the back side of aluminum sheet including appropriate priming coat. The rate includes the cost of rounding off the corners, making and lowering down the structural frame work, fixing and erecting the same in position all complete as per drawings, specification and direction of the engineer-in charge.				
	<b>Grand Total</b>				
	<b>Grand Total in Words:</b>				



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## CHAPTER 6: CONTRACT FORM

### CONTRACT AGREEMENT FORM

**THIS AGREEMENT** made on the.....day of.....20.....between Executive Engineer, Chenab Division, Central Water Commission, Rajinder Nagar, Bantalab, Jammu (*Name of purchaser*) (*hereinafter "the Purchaser"*) of one part and.....(*Name of Contractor*) of..... (*City and Country of Contractor*) (*hereinafter called "the Contractor"*) of the other part:

**WHEREAS** the Purchaser invited Tenders for certain services, viz: - **"Under** Executive Engineer, Chenab Division, Central Water Commission, Jammu and has accepted a Tender by the Contractor for the supply of services in the sum ..... (*Contract Price in Words and Figures*) (*hereinafter called "the Contract Price"*).

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a. The tender form, technical bid and the price schedule submitted by the Tenderer;
  - b. Tender document
  - c. Amendments to the tender document;
  - d. Post tender opening correspondence; and
  - e. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and

Brief particulars of the services which shall be supplied/provided by the Contractor are asunder:

Brief description of Work	Amount.	
	in Rs	in figures
"Supply, Installation and Commissioning of Gauge Posts, MTBM & Retro reflective sign Boards at sites of Jhelum Sub Division,-II, Srinagar (in Jhelum Basin) & Lower Chenab Sub Division ,Jammu (In Chenab Basin) Under Chenab Division, CWC, Jammu		

**TOTAL VALUE:**

**DELIVERY SCHEDULE:** Within 60 days of signing of contract.

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**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
said.....

(For the Purchaser)

in the presence  
of:.....

Signed, Sealed and Delivered by the  
said .....

(For the Contractor)

in the presence of: .....

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## CHAPTER 7: OTHER STANDARD FORMS

### **Form 1: MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE GUARANTEE**

To

The President of India

WHEREAS ..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated ..... to supply services against tender for **"Supply, Installation and Commissioning of Gauge Posts, MTBM & Retro reflective sign Boards at sites of Jhelum Sub Division,-II, Srinagar (in Jhelum Basin) & Lower Chenab Sub Division ,Jammu (In Chenab Basin) Under Chenab Division, CWC, Jammu"**(description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the  
officer

.....  
Seal, name & address of the Bank and address of the  
Branch

**Form 2: TENDER ACCEPTANCE  
LETTER**

(To be  
given

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on Company Letter Head)

Date: .....

To,

The Executive Engineer,  
Chenab Division,  
Central Water Commission,  
Rajinder Nagar, Bantalab  
Jammu-181123

Sub: Acceptance of Terms &amp; Conditions of Tender.

**NIT No: ...****Dated:**

Name of Tender / Work: - **"Supply, Installation and Commissioning of Gauge Posts, MTBM & Retro reflective sign Boards at sites of Jhelum Sub Division,-II, Srinagar (in Jhelum Basin) & Lower Chenab Sub Division ,Jammu (In Chenab Basin) Under Chenab Division, CWC, Jammu"**

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 entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations 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 / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

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**Annexure-II****FORM FOR BID-SECURING DECLARATION***[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: \_\_\_\_\_

Bid No \_\_\_\_\_

Alternative No.: [insert identification No  
if this is a Bid for an alternative] \_\_\_\_\_

To,

The Executive Engineer,  
Chenab Division,  
Central Water Commission,  
Rajinder Nagar, Bantalab  
Jammu-181123

We, the undersigned, declare that:

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

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

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
  - (i) fail or refuse to execute the Contract; or
  - (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

- (i) our receipt of your notification to us of the name of the successful Bidder; or
- (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder\* \_\_\_\_\_

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

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_

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

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

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

**Annexure-III**

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**Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> or <https://etenders.gov.in/eprocure/app>

**REGISTRATION**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal **which is free of charge**.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid **Digital Signature Certificate** (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

**PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.