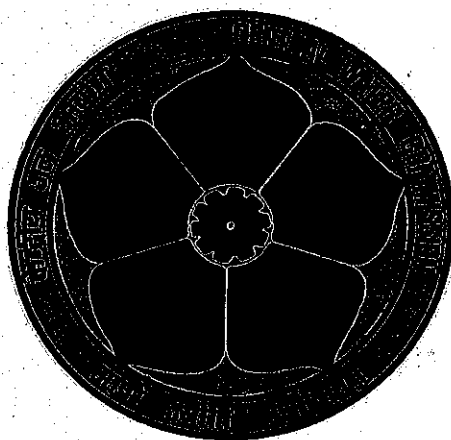




सत्यमेव जयते

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
RIVER DATA DIRECTORATE**



**TENDER DOCUMENT
FOR SUPPLY OF COMPUTER HARDWARE TO RIVER DATA DIRECTORATE, CENTRAL
WATER COMMISSION,
NEW DELHI**

**Last Date & time for submission of Tender Document:
15:00 Hrs. on 18th January, 2017**

**Date & time for opening of Tender Document:
16:00 Hrs. on 18th January, 2017**

**RIVER DATA DIRECTORATE
2ND FLOOR, WING-4, WEST BLOCK-1
R. K. PURAM, NEW DELHI-110605**



**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
RIVER DATA DIRECTORATE**

**TENDER DOCUMENT
FOR PROVIDING DATA ENTRY OPERATOR
SERVICES TO CENTRAL WATER COMMISSION,
NEW DELHI**

Tender No.	: 3/3/2016_RDD/
Earnest Money	: Rs 3800/-
Last Date of Receipt of Application for Issue of Tender Document	: 16/01/2017
Last Date for Issue of Tender Document	: 17/01/2017
Last Date & Time for Submission of Tender	: 18/01/2017 15:00 hrs
Date & Time of Opening of Technical Bid	: 18/01/2017 16:00 hrs
Cost of Tender Document	: Rs 500/-

Important Note:-

- (i) BIDDER SHOULD SUBMIT THIS DOCUMENT IN ORIGINAL DULY SIGNED ON EACH PAGE.
- (ii) THE BIDDER SHOULD READ ALL THE INSTRUCTIONS IN THE DOCUMENT THOROUGHLY BEFORE SUBMITTING THE TENDER AND ADHERE TO THE DATES GIVEN

CONTENTS OF TENDER DOCUMENT

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**GOVERNMENT OF INDIA
CENTRAL WATER
COMMISSION
RIVER DATA DIRECTORATE**

☎011-
26100285/26108075

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E-mail: rdccte-cwc@nic.in / 04-105

2nd Floor, Wing-4, West
Block-1

R. K. Puram, New Delhi-110605

No.3/2/2016-RDD/ 04-105

Dated: 6/1/2017

NOTICE INVITING TENDER

Item rate tenders are invited on behalf of the President of India from the eligible tenderers under single bid system having sufficient experience of carrying out similar works of "Supply of computer Hardware to River Data Directorate, CWC, New Delhi". The work is estimated to cost Rs. 1, 90,000 (Rupees one lakh ninety thousand) only. This estimate, however, is tentative and indicative for guidance.

- 1.1. Three similar supply, each of value not less than 40% of the estimated cost,
Or,
- 1.2. Two similar supply, each of value not less than 50% of the estimated cost,
Or,
- 1.3. One similar supply of value not less than 80% of the estimated cost put to tender, during the last five years (ending on the last day of the month previous to the one in which the tenders are invited), And,
- 1.4. Having annual turnover equivalent of Indian Rs. 15 Lakhs each during last consecutive three years. Copies of audited balance sheets of the company shall be provided with the technical tender.

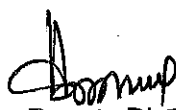
Tender forms will be issued only to those firms who fulfill eligibility criteria and furnish documentary evidence of their experience. Before issue of tender forms, eligibility claims of the applicant will be examined in detail by the officer issuing the tender forms. Accordingly, prospective bidders are advised to provide complete documentary evidences (including inspection of original documents, if required so by the tender issuing authority) towards their claim of experience, turnover and completion certificates of supply completed by them. However, the issue of tender document does not mean that bidder meets all the qualifying requirements which may also be examined in detail, if necessary, after opening the tender during evaluation. In case, if any bidder was found to be not meeting the specified qualifying requirements, his/ her tender would be summarily rejected.

2. Prospective bidder may apply in single or in a consortium with other partners.
3. In case of a consortium, a copy of the agreement between various partners will be submitted with the tender clearly identifying the duties and responsibilities of the concerned partner for execution. However, each of the partners of the consortium will be jointly responsible for execution and completion of the supply.
4. One of the partners of the consortium will be identified as a lead partner and will be authorized to execute the contract with the department. All financial transactions and liabilities shall rest with the lead partner.

5. The qualifying criteria will be applicable to each of the partners of the consortium with scope of supply limited to the extent for which the concerned partner is responsible as a member of the consortium.
6. Receipt of applications for issue of tender forms will be stopped by **16:00 hrs. on 16.01.2017**.
7. Tender documents, excluding standard form, will be issued from this office, during the hours specified above, on payment of **Rs.500/-** through cash or A/c payee Demand Draft drawn in favour of **Deputy Director, River Data Directorate, CWC, R. K. Puram, New Delhi** payable at New Delhi. Tender forms requested by post will be dispatched by speed post/ registered post on payment of an extra amount of **Rs.150/-**.
8. Item rate tender in sealed cover containing tender form duly filled in along with earnest money with the name of work and due date of opening written on the envelope will be received by the **Director, River Data Directorate, CWC, R. K. Puram, New Delhi** up to **15.00 hours on 18.01.2017** and will be opened by him or his authorized representative in his office on the same day at **16.00 hours**.
9. The tender shall include all the relevant technical literature, brochures and other documents supporting the technical competence of the offers and shall indicate by proper cross referencing with such supporting documents as to how the specification requirements are being met by their offer. Any additional information requested by the department during the course of evaluation of the tender shall be supplied within the time limits set by the department. **The bidder whose eligibility does not meet the required eligibility shall be summarily rejected and no claims what so ever shall be entertained in this regard. The rejected tenders will not be evaluated further.**
10. The tender shall be accompanied by Earnest Money, (unless exempted) of **Rs.3,800/- (Rupees three thousand eight hundred)** only as Demand Draft drawn on a Scheduled Bank in favour of **Deputy Director, River Data Directorate, CWC, R. K. Puram, New Delhi** payable at New Delhi. Supplier exempted from depositing earnest money in individual cases, shall attach with the tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so. **If the tender is not accompanied with specified earnest money the tender will be summarily rejected and action as per above clauses will be taken.**
11. The competent authority on behalf of President of India does not bind itself to accept the lowest or any other tender, and reserves its right to reject any or all of the tenders received without the assignment of any reason. 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.
12. All tenders, in which, any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected and action as per clauses above will be taken.
13. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
14. The tenderer shall not be permitted to tender for supply in the CWC Circle (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Director, Dy Director and Assistant Director (All inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Water Commission or in the Ministry of Water Resources. Any breach of this condition by the tenderer would render his tender liable to be rejected and action as per clauses above will be taken.
15. 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 supply as a supplier for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees 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.

16. The tender for the supply shall remain open for acceptance for a period of **Ninty 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 the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

- a) This Notice Inviting Tender shall form a part of the contract document. The successful tenderer / supplier, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the issue of the supply order.
- b) The notice inviting tender, all the documents including terms & conditions of the supply order, technical specifications, forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- c) Standard C.P.W.D.Form-8.


Deputy Director,
River Data Directorate, CWC,
R. K. Puram, New Delhi

Copy to:

- 1. Asstt. Director-II, RDD, CWC, R.K. Puram, New Delhi for uploading NIT in Central government public procurement portal www.eprocure.gov.in/www.cwc.gov.in
- 2. Notice Board, RD Dte, CWC, West Block-1, R.K. Puram, New Delhi



**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
RIVER DATA DIRECTORATE**

STATE : Delhi
CIRCLE : River Data Directorate, CWC, New Delhi
DIVISION : River Data Directorate, CWC, New Delhi
ORGANISATION : Planning and Development Organization, CWC, New Delhi

Tender & Contract for Works

Tender for the work of of "Supply of computer Hardware to River Data Directorate, CWC, New Delhi".

- (i) To be submitted by 1500 hours on 18-01-2017 to Deputy Director, River Data Directorate, CWC, R. K. Puram, New Delhi
- (ii) To be opened in presence of tenderer(s) or their authorized representatives who may be present at 1600 hours on 18-01-2017 in the office of Director, River Data Directorate, CWC, R. K. Puram, New Delhi
- (iii) Issued to _____
(Supplier)

Signature of officer issuing the documents _____

Designation: Deputy Director, River Data Directorate, CWC, R. K. Puram, New Delhi

Date of Issue _____

TENDER

I/We have read and examined the Notice Inviting Tender, General Rules and Directions and General Conditions 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 execution of the supplied specified for the President of India within the time specified in schedule of quantities and in accordance in all respects with the specifications with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for Ninty (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of 3,800/- (Rupees three thousand eight hundred) only is hereby forwarded as Demand Draft of a Scheduled Bank as earnest money. If I/ We, fail to commence the work specified, I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be

at liberty to forfeit the said earnest money absolutely; otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.

I/we have already furnished security to the President of India in lieu of earnest money and have deposited with the Deputy Director, River Data Directorate, CWC, New Delhi a lump sum security of Rs _____ as earnest money in individual cases & I/We, therefore claim exemption in terms of the Bond executed by me/us and bearing no. _____ dt. ____/____/____ against the necessity of depositing earnest money in respect of the above tender for supplied. I/We agree that should the President of India or his successors in office decide to forfeit earnest money mentioned for this supply, unless a sum equal to the earnest money is paid by us forthwith, the competent authority, for President of India may at his option recover it out of the deposit and in the event of deficiency, out of any other money due to me/us under this contract or otherwise.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the supply as secret/ confidential documents and shall not communicate information/ derived there from to any person other than a person to whom I/ we am/ are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/ We agree that should I/ we fail to commence the supply specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the President of India and the same may at the option of the competent authority on behalf of the President of India be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/ us under this contract or otherwise.

Dated.....

Signature of Supplier

Postal Address

Witness:

Address:

Seal

Occupation:

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:

- i)
- ii)
- iii)

For & on behalf of President of India

Signature.....

Designation.....

Dated.....

SCHEDULES

SCHEDULE 'A' - Schedule of quantities (Enclosed)

SCHEDULE 'B' - Not applicable

SCHEDULE 'C' - Not applicable

SCHEDULE 'D' - Special Condition of Contract.

SCHEDULE 'E' - Not Applicable

SCHEDULE 'F'

Reference to General Conditions of Contract as applicable for Tenders invited under CPWD Form 7/8.

Name of work: "Supply of computer Hardware to River Data Directorate, CWC, New Delhi".

i	Earnest money:	Rs.3800/-
ii	Performance guarantee	5% of contract value
iii	Security Deposit	5% of contract value
	General Rules & Directions:	
	Officer inviting tender	<i>Deputy Director, River Data Directorate, CWC, New Delhi</i>
	Definitions:	Additional definitions as per special conditions of contract clause 1
2(v)	Engineer-in-Charge	<i>Deputy Director, River Data Directorate, CWC, New Delhi</i>
2(viii)	Accepting Authority:	<i>Director, River Data Directorate, CWC, New Delhi</i>
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	10%
2(xi)	Department:	Central Water Commission
9(ii)	Standard CPWD Contract Form	CPWD Form-8 as amended from time to time
	Clause 1	
i	Time allowed for submission of Performance Guarantee from date of issue of letter of acceptance	15 Days
ii	Maximum allowable extension beyond the period (provided in i) above	7 days
	Clause 2	
	Authority for fixing Compensation under clause 2	Director, River Data Directorate, CWC, New Delhi

	Clause 2 A	
	Whether Clause 2 A is applicable	No
	Clause 5	
	Number of days from date of issue of letter of acceptance for reckoning date of start	15 Days
	Milestones	None
	Clause 6	As per Terms & conditions of supply order.
	Clause 7 Payment on intermediate certificate	Separate procedure as defined in Special Conditions of Contract

1. Financial conditions

The successful tenderer will have to deposit a **Performance Guarantee of 5% of contract value and Security Deposit of 5% of the contract value within 15 days from award of the contract** in the form of TC/FDR/TDR of a scheduled bank duly pledged in the name of **Dy. Director, River Data Directorate, CWC, New Delhi** valid upto 6 month beyond the period of contract. In case, the contract is further extended beyond the initial period, the TC/FDR/TDR will have to be accordingly, renewed by the successful tenderer. The performance guarantee of the contractor shall be returned after completion of supply and security deposit shall be returned after six month of completion if no liability claim received by Engineer-in-Charge.

In case of breach of any terms and conditions attached to this contract, the Performance/Security Deposit of the agency will be liable to be forfeited by this Directorate besides annulment of the contract.

The agency shall raise the bill, in triplicate, along with attendance sheet duly verified by Dy. Director/ Branch Officer of the concerned Directorate in respect of the persons deployed in their office and submits the same to Dy. Director, River Data Directorate, CWC, New Delhi in the first week of the succeeding month. As far as possible the payment will be released by the last week of the succeeding month.

Payment will be made in Indian Rupees only. The payment will be released through e-payment for which supplier has to submit duly verified e-payment mandate form by the bank.

2. Prices

Prices payable to the contractor as stated in the contract shall be firm and not subject to adjustment during the performance of the contract.

3. Change Orders

The Department may at any time, by a written order given to the Contractor, make changes within the general scope of the contract in any one or more of the following:

- i. The Services to be provided by the Contractor.
- ii. The place of work and timing of work etc.
- iii. If any such change causes an increase or decrease in the cost of or the time required for, the contractor's performance of any provisions under the contract, an equitable adjustment shall be made in the Contract Price as per clause of GCC, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the Department's change order.

4. Amendment of Bidding Document:

At any time prior to the deadline for submission of bids, the department may amend bidding documents by issuing addenda. 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 in which to take an addendum into account in preparing their bids, the department shall extend as necessary the deadline for submission of bids.

5. Sub-contracts

The Contractor shall notify the Department in writing of all sub-contracts awarded under this contract if not already specified in the tender. Such notifications, in the original tender or later, shall not relieve the contractor from any liability or obligation under the contract.

Sub-contracts must comply with the provisions of Clause 3 of General Conditions of Contract (GCC).

6. Termination for Default

The Department, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part.

- i. if the Contractor fails to complete the work within the period(s) specified in the Contract, or within any extension thereof granted by the Department pursuant.
- ii. if the Contractor fails to perform any other obligation(s) under the contract.
- iii. if the Contractor, in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Department, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Department of the benefits of free and open competition.

In the event the Department terminates the Contract in whole or in part, the Department may procure, upon such terms and in such manner as it deems appropriate, Goods or services similar to those undelivered and the contractor shall be liable to the Department for any excess costs for such similar Goods or Services. However, the contractor shall continue performance of the Contract to the extent not terminated.

7. Force Majeure

The Contractor shall not be liable for forfeiture of performance security liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform the obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include but are not restricted to wars or revolutions or civil commotions, fires, epidemics, quarantine restrictions and freight embargos

If a Force Majeure situation arises, the Contractor shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably

practical, and shall seek, all reasonable alternative means for performance not prevented by the force Majeure event.

8. Termination for Insolvency

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

9. Termination for Convenience:

The Department, by written 10 days' notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience or vice versa. The notice of termination shall specify that termination is for the Department's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

10. Resolution of disputes

The department and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them and or in connection with the Contract.

If, after thirty (10) days from the commencement of such informal negotiations, the Department and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national forum.

11. Settlement of disputes

The rules of procedure for arbitration proceedings pursuant to settlement of disputes shall be as follows:

- (a) In case of dispute or difference arising between the Department and contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Chief Engineer, Planning and Development, Central Water Commission shall function as Arbitrator.
- (c) Arbitration proceedings shall be held at New Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the Arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the Arbitrator shall be borne by each party itself.

11. Applicable Law

The contract shall be interpreted in accordance with the laws of the India.

"Supply of computer Hardware to River Data Directorate, CWC, New Delhi".

Schedule A

Schedule of quantities

SN	Description	Qty	Rate	Amount	Remarks
1	External hard Disk WD/ Seagate 1 TB Duo with accessories	6 Nos.			
2	External hard Disk WD/ Seagate 12 TB Duo Desktop RAID External hard drive – USB 3.0 with accessories	2 Nos.			

FORMAT - TECHNICAL BID

Name of Works: "Supply of computer Hardware to River Data Directorate, CWC, New Delhi".

1	Name of Tendering Company/ Firm / Agency (Attach certificate of registration):	
2	Name of proprietor / Director of Company / Firm / agency:	
3	Full Address of Reg. Office ::	
4	Telephone No.	
5	FAX No.	
6	E-Mail Address :	
7	Full address of Operating/ Branch Office :	
	Telephone No.	
	FAX No.	
	E-Mail Address :	
8	Banker of Company / Firm / agency with full address	
9	PAN / GIR No. (Attach attested copy)	
10	Telephone Number Of Banker	
11	VAT Registration No. (Attach attested copy)	
	Additional information, if any (Attach separate sheet, if required)	

Place:

Signature of authorized person:

Date:

Name of authorized person:

Seal of Agency/Firm:

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor / Director/ authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information /fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of authorized person
Full Name:

Place:

Seal:

FORMAT – FINANCIAL BID

Name of Works: "Supply of computer Hardware to River Data Directorate, CWC, New Delhi".

A. General:

1	Name of Tendering Company/ Firm / Agency:	
2	Details of Earnest Money Deposit:	
3	Amount of Earnest Money:	
4	D.D. / P.O. No. & Date :	
5	Drawn on Bank :	

B. Schedule of Rate:

Sr. No.	Item /Description	Qty.	Rate	Amount
1.	External hard Disk WD/ Seagate 1 TB Duo with accessories	6 Nos.		
2.	External hard Disk WD/ Seagate 12 TB Duo Desktop RAID External hard drive – USB 3.0 with accessories	2 Nos.		

Date:

Place:

Signature of authorized person
Full Name:

Seal :

Notes:

1. The rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month after deducting proportionate amount for the number of days on which duty has not been performed on any working day by the manpower during the month.