

**TENDER NO : SID/Gangtok/2021-22/04**

**Dated: 28<sup>th</sup> August 2021**



**GOVERNMENT OF INDIA  
MINISTRY OF WR, RD & GR  
CENTRAL WATER COMMISSION**

**E-TENDER FOR  
“SUPPLY OF HYDROLOGICAL AND METEOROLOGICAL EQUIPMENT”  
UNDER  
SIKKIM INVESTIGATION DIVISION,  
CENTRAL WATER COMMISSION,  
GANGTOK, SIKKIM**



***[Two Envelope with e-Bidding]***

Date of Publishing : 28.08.2021 from 1800 Hrs

Last date for online submission of tender : 07.09.2021 upto 1500 Hrs

Due date for opening of tender : 08.09.2021 at 1500 Hrs

Officer Inviting Tender : Executive Engineer,  
Sikkim Investigation Division,  
Central Water Commission,  
Gangtok, Sikkim-737102.  
E-mail ID : eesid-cwc@gov.in

**Certified that this tender document contains 30 pages only.**

## **INDEX**

<b>Sl. No.</b>	<b>Title</b>	<b>Page Nos.</b>
1.	NOTICE FOR E-TENDER	3-5
2.	CHAPTER 1 : GENERAL INSTRUCTIONS TO BIDDER	6-10
3.	CHAPTER 2 : TENDERER PROFILE	11
4.	CHAPTER 3 : CONDITIONS OF CONTRACT	12-16
5.	CHAPTER 4 : KEY EVENTS AND DATES	17
6.	CHAPTER 5 : PERFORMANCE GUARANTEE	18
7.	CHAPTER 6 : SCHEDULES	19-21
8.	CHAPTER 7 : SPECIFICATIONS AND ALLIED TECHNICAL DETAILS	22-25
9.	CHAPTER 8 : TECHNICAL & FINANCIAL BIDS	26-28
10.	CHAPTER 9 : TENDER ACCEPTANCE LETTER	29
11.	CHAPTER 10 : BID SECURING DECLARATION	30

**Government of India  
Central Water Commission  
Sikkim Investigation Division  
Gangtok, Sikkim**

**NOTICE INVITING e-TENDER**

The Executive Engineer (EE), Sikkim Investigation Division, Central Water Commission, Gangtok invites on behalf of the President of India, online e-Tender vide Tender No. : SID/Gangtok/2021-22/04 dated 28<sup>th</sup> August 2021 comprising of Technical and Financial bids from an experienced and eligible contractors who have carried out similar supply of equipment in CWC, other Govt. offices, PSUs & any other reputed firms for the **“Supply of Hydrological and Meteorological Equipment” under Sikkim Investigation Division, CWC, Gangtok.**

- 1. Name of work: “Supply of Hydrological and Meteorological Equipment” under Sikkim Investigation Division, CWC, Gangtok.**
- 2. Estimated Cost : ₹ 3,52,000/- (Including GST and all other charges)**
- 3. Performance Guarantee: 3 % of tendered value**
- 4. Completion Period : 30 Days from the date of issue of Supply Order**
- 5. Delivery Place : Free on Road at O/o Executive Engineer, Sikkim Investigation Division, Central Water Commission, Tadong, Gangtok, Sikkim-737102**

**1. Schedule of e-Tender**

Date and time of issue of bid document online	:	28.08.2021 from 1800 hrs.
Tender document available online from	:	28.08.2021 from 1800 hrs.
Clarification start date	:	28.08.2021 from 1800 hrs.
Clarification end date	:	07.09.2021 from 1500 hrs.
Last date and time for submission of bids online	:	07.09.2021 upto 1500 hrs.
Date and Time of Pre-Bid Meeting	:	04.09.2021 (15:00 hrs) through video conferencing at O/o Executive Engineer, Sikkim Investigation Division, Central Water Commission, Tadong, Gangtok, Sikkim - 737102.
Date and time of opening of bids	:	08.09.2021 at 1500 hrs
Place of opening of bids	:	Online in O/o Executive Engineer, Sikkim Investigation Division, Central Water Commission, Tadong, Gangtok, Sikkim-737102.

- 2. Bid Documents can be downloaded from CWC website <http://cwc.gov.in> or from the Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> free of cost.**
- 3. Bids received on CPP portal (<https://eprocure.gov.in/eprocure/app>) only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.**

4. Any change/corrigendum/extension of opening date in respect of this tender shall be issued through CPP Portal only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit our CPP Portal for updates.

**5. ELIGIBILITY CONDITIONS FOR THE TENDERERS**

- (i) The contractor should be registered with any Central Government Department/ any state Govt. Department.
  - (ii) They should have a Valid PAN No.
  - (iii) They should have a Valid GST Registration No.
  - (iv) The Firm should have an experience of supply of similar Hydrological and Meteorological Equipment.
  - (v) The tenderer should have Completion Certificate for supply of similar Hydrological and Meteorological Equipment of the following amounts during the three years ending 31.03.2021 :  
Three similar works costing less than 40%.  
Or Two similar works costing not less than 60%  
Or One similar works costing not less than 80%.
6. **Verification of Details:** Executive Engineer, Sikkim Investigation Division, CWC, Gangtok reserves the right to verify the particulars furnished by the Tenderer independently. If any information furnished by the Tenderer is found to be incorrect at a later stage, his / her Earnest Money / performance guarantee shall be forfeited and he / she shall be debarred from tendering for the works of CWC in future.
7. **Agreement:** Agreement shall be drawn with the successful tenderer on prescribed Form No CPWD 7/8 (enclosed). The tenderer shall quote their rates as per terms and conditions of the said form, which shall form part of the agreement.
8. **Delivery Period and Place:** The duration of the Completion shall be for a period of 30 (Thirty) Days from the date of issue of Supply order with place of Free on Road delivery at O/o Executive Engineer, Sikkim Investigation Division, Central Water Commission, Tadong, Gangtok, Sikkim - 737102.
9. **Acceptance of Tender:** The Executive Engineer, Sikkim Investigation Division, CWC, Gangtok does not bind himself 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. Executive Engineer, Sikkim Investigation Division, CWC, Gangtok also reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rate.
10. Tenders, in which the prescribed conditions are not fulfilled or are incomplete in any respect, are liable to be rejected.
11. Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tender submitted by a Tenderer who resorts to canvassing is liable to rejection.
12. The tenderer shall not be permitted to tender for the work if any of his / her near relative is posted in office of Executive Engineer Sikkim Investigation Division, CWC, Gangtok 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. The tenderer shall also intimate the names of persons who are presently working with him / her and are near relatives to Gazette officers in any CWC office and Ministry of Water Resources, RD & GR. Any breach of this condition on the part of the tenderer would render him / her liable to be disqualified for the award of work.
13. **Performance Security:** The successful bidder will be required to furnish Performance Security at the rate of 3% of the contract value online to this Division through "Bharat Kosh" portal (<https://bharatkosh.gov.in/>) of Govt. of India for **DDO Code 101882**, within 10 (ten) days of receipt of

Letter of Intent. The copy of receipt conforming payment of Performance Security must be sent to this office. The Performance Security would be retained by the CWC till satisfactory completion of period of contract. The Performance Security shall remain valid till 60 (Sixty) days of the completion of all contractual obligations including warranty obligation.

14. The Technical bid of the tender will be opened online at **1500 hrs on 08.09.2021** in presence of the tenders or through their authorized representative who wish to see the online opening of tender in this office. The time of opening of financial bids will be intimated later.

15. The NIT can be downloaded from Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) or [www.cwc.gov.in](http://www.cwc.gov.in). However, in order to be able to participate in the tender it is mandatory to download official copy of tenders after uploading proof of payment of tender document fee from <https://eprocure.gov.in/eprocure/app>.

Executive Engineer,  
Sikkim Investigation Division,  
Central Water Commission, Gangtok.

**Copy for kind information to:-**

1. Superintending Engineer (C), T&BDBO, CWC, Kolkata.
2. Superintending Engineer, Investigation Circle, CWC, Gangtok.
3. Sub-Divisional Engineer, ISD-I, CWC, Reshi.
4. Sub-Divisional Engineer, ISD-II, CWC, Pegong.
5. Accounts Branch, Sikkim Investigation Division, CWC, Gangtok.
6. Notice Board, Sikkim Investigation Division, CWC, Gangtok.
7. Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>)
8. Web Portal of Central Water Commission (<http://cwc.gov.in/tenders>)

## **CHAPTER 1 : GENERAL INSTRUCTION TO BIDDERS**

1. Bids shall be submitted online only at CPP Portal website URL <https://eprocure.gov.in/eprocure/app> Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through CPP Portal. The tender notice is also available at <https://eprocure.gov.in/eprocure/app> and [www.cwc.gov.in](http://www.cwc.gov.in).
2. Not more than one tender shall be submitted by one contractor or contractors having a business relationship. Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
3. Tenderer who has downloaded the tender from the CPP Portal website <https://eprocure.gov.in/eprocure/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, the tender will be completely rejected and EMD would be forfeited.
4. Intending tenderers are advised to visit again CPP Portal website <https://eprocure.gov.in/eprocure/app>. And CWC website [www.cwc.gov.in](http://www.cwc.gov.in) at least 1 days prior to closing date of submission of tender for any corrigendum / amendment.
5. Bids will be opened as per date/time as mentioned in the e-Tender schedule Sheet.
6. No tenderer will be allowed to amend or withdraw any terms and conditions/parts or whole/quoted prices of its tender under any circumstances after submission of the tender.
7. 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.
8. 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.
9. The tenderers are expected to understand the forms, terms, specifications, and other details mentioned in the tender document.
10. Each tenderer is entitled to submit only one set of tender. The tender document is non-transferable.
11. 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.
12. The tenderers must quote the rates keeping in mind all the terms and conditions mentioned in this document.
13. The valid means of communications for this tender shall be in writing a letter through e- mail or fax.
14. The Director(s)/Owners of the tendering firms having near relative(s) working in CWC are debarred from tendering. An undertaking in this regard needs to be furnished by the tenderer. Any breach of this condition would result in the blacklisting in all future works by Central Water Commission.

15. The tendering firm may ensure that it has no engineer of Gazetted rank, earlier employed in CWC (who has not completed two years after his retirement or leaving of services), and is on its Board of Directors. Such firms are debarred from participating in tendering. Such tender is liable to be rejected at any stage of work.
16. It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender.
17. No deviation in the payment terms mentioned in the tender document is permissible. The tenderer shall be deemed to agree with the payment terms mentioned in the tender document for submission of the bid.
18. The words "bid" and "bidding" has been used interchangeably with the words "tender" and "tendering" respectively. The term "contractor" has been used interchangeably with "supplier".
19. 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.
  - c) Amendment to the tender document
  - d) Post tender opening correspondences; and
  - e) Purchaser's notification of award of the contract

## **20. SUBMISSION OF DOCUMENTS ONLINE**

- A. The following documents are to be furnished online as **Technical Bid (COVER I)** by the bidder.
  - (i) Supplier Should be an authorized dealer/distributor/manufacturer of such items (copy of dealership/distributor may be appended).
  - (ii) Signed and scanned copy of valid registration certificate, experience certificates of similar Hydrological and Meteorological Equipment, GST registration, PAN No., and Income-tax return of previous three years.
  - (iii) Signed and Scanned copy of Partnership deed if any as per the tender document
  - (iv) Signed and scanned true copy of undertaking of not being blacklisted by any government department.
  - (v) Duly filled Tender Acceptance Letter (Chapter 9)
  - (vi) Duly filled Bid Securing Declaration (Chapter 10)
  - (vii) The bidder shall submit specifications & drawings including the literature and photographs of the equipment
  - (viii) Bank Accounts details
- B. The following documents are to be furnished online as **Financial Bid (COVER II)** by the bidder:
  - (i) Bill of Quantities (BoQ) (using the Schedule uploaded with the bidding documents) wherein the rates shall be entered online. Upon entry of unit rates for all the items, total Bid Price would be calculated automatically by the System and displayed.
  - (ii) The financial bid will be considered only for those bidders who qualify the eligibility criteria as per the tender document as a part of the technical bid.
- C. There is no need to submit any hard copy of the documents unless otherwise required by the purchaser at any stage including tender evaluation stage.

## **21. Tender Security and Performance Security**

- (i) Bid Security Declaration :

Bidder has to submit the Bid Securing Declaration as per proforma given in Chapter 10 along with the bid. In case

- A. A bidder withdraws its tender during the period of tender validity i.e. till the date of award of tender; or
- B. In case of a successful bidder, if the bidder fails;
  - a. to sign the contract within 15(fifteen) days of the issuance of the notification for award of tender; or
  - b. to furnish the specified performance security within time specified.

The bidder will be debarred from participating in any tender of Central Water Commission for a period of 5 (five) years as mentioned in Bid Securing Declaration.

If Bid Securing Declaration is not submitted by the bidder, bid will not be evaluated.

## **(ii) Performance Security**

The successful bidder will be required to furnish Performance Security at the rate of 3% of the contract value online to this Division through “**Bharat Kosh**” portal (<https://bharatkosh.gov.in/>) of Govt. of India for **DDO Code 101882**, within 10 (ten) days of receipt of Letter of Intent. The copy of receipt conforming payment of Performance Security must be sent to this office. The Performance Security would be retained by the CWC till satisfactory completion of period of contract. The Performance Security shall remain valid till 60 (Sixty) days of the completion of all contractual obligations including warranty obligation.

Performance security is liable to be forfeited incase successful tenderer does not fulfill contract obligations.

- 22. The competent authority on behalf of President of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by tenderer shall be summarily rejected. The competent authority also reserves its right to allow to the Central Government public sector enterprises, a purchase preference with reference to the lowest valid price bid, where the quoted price is within 10% of such lowest price in a tender, other things being equal as per Government rules.
- 23. The Public Enterprises who avail benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.
- 24. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 25. 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.
- 26. The contractor shall not be permitted to tender for works in the Division Office (responsible for award and execution of contract) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the name of the 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, RD & GR, Govt. of India. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this department.
- 27. 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 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 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.

28. The tender for the works shall remain open for acceptance for a period of **Ninety days** from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or issues of letter of acceptance, whichever is earlier, 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 the earnest money.

**29. Tendering Process**

- a) Electronic Submission of Bids, and Submission of Original Documents:

Bids, both Technical and Financial Parts, shall be submitted online on the e- Supply Portal (CPP Portal).

Detailed guidelines for viewing Bids and submission of online Bids are given in the CPP Portal. Any Bidder can log on to this CPP Portal and view the NIT and details of Works/Goods for which Bids are invited. However, every Bidder has to enroll/ register in the CPP Portal, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any Authorized Certifying Agency. The Bidder should register in the CPP Portal using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging onto the website. The Bidder can then log in the CPP Portal through the secure login by entering the password of the e-token & the user id/ password chosen during registration.

The Bidder should go through the Bidding Document carefully and submit the specified documents, along with the Bid otherwise the Bid may get rejected.

- b) Opening of Bids:

Bids will be opened online as per specified date & time.

- c) Prices

Prices quoted by the tenderer shall be fixed and not subject to variation on any account and shall be inclusive of all taxes, duties, octroi, transportation charges etc., The transportation and handling of equipment's from the premises of the supplier to the facility of the purchaser(as per schedule A- Schedule of Quantities) is the responsibility of the tenderer. No extra charges are payable on this account. The prices should be given as per the format given in price schedule (BoQ).

1. All prices should be in Indian Rupee.
2. The amount will be automatically calculated by the e-Supply System both in figures and in words.
3. The tenderers should quote for all the items mentioned in the schedule of requirement. The tenders not quoting for all the items are liable to be rejected.
4. The tender for the supply shall remain open for acceptance for a period of 90 ninety 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, then the government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

- d) Non-Conformities between the figure and words of the Quoted prices

The e-Supply System automatically calculates the total amount from unit rates and quantities. The System also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.

e) Evaluation of Tenders:

The tenders will be evaluated on the basis of specifications/required documents as given the tender document and unit rate of each item and total cost.

- a) The Technical Bids will be evaluated as per the conditions given in the tender document based on the track record and past experience of the firm in providing similar goods to Government/Semi Government Agencies.
- b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document. Further, in case the same lowest rate is quoted by more than one eligible firm; the selection will be based on the Technical Bid analysis.

The purchaser does not bind himself to accept the lowest or any other tender

f) Award of Contract

The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

## **CHAPTER 2 : TENDERER PROFILE**

1. Name of the Tenderer/ firm: .....

2. Name of the person submitting the Tender:.....

3. Address of the firm : .....

.....

4. Tel no. with STD code : (O)..... (R)..... (Fax).....  
(MOB).....

5. Registration & incorporation particulars of the firm:

i) Proprietorship

ii) Partnership

iii) Private Limited

iv) Public Limited

(Please attach copies of documents of registration)

6. Name of Proprietor/Partners/Directors.....

7. Tenderer's bank, its address and his current account number .....

8. PAN number .....

(Please attach a copy of PAN)

9. GST No.....

(Please attach a copy)

**I/We hereby declare that the information furnished above is true and correct.**

**Place:**

**Date:**

Signature of Tenderer/Authorized signatory.....

Name of the Tenderer.....

## **CHAPTER 3 : CONDITIONS OF CONTRACT**

### **1) Definitions & Interpretations**

Goods: means the Hydrological and Meteorological Equipment and other items to be provided at the purchaser's facility under the contract.

EE : means Executive Engineer, Sikkim Investigation Division, CWC, Gangtok.

Contract means the agreement reached by the purchaser and the supplier for the purpose of the goods mentioned in this document. All documents, letters, Correspondences exchanged for this work shall be the part of the contract.

Contract Price: The cost of goods identified in the supplier proposal is included in the Contract price in their entirety. This will include such additions/deductions made under variation order as allowed under this contract.

Notices shall be deemed to include any approvals, consents, instructions, certificates and clarifications to be given under this contract.

Purchaser: The President of India through Executive Engineer, Sikkim Investigation Division, Central Water Commission, Tadong, Gangtok, Sikkim -737102.

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

The Period of supply is the period during which the contractor is liable to provide goods without any additional cost to the purchaser.

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

### **2) 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

### **3) Supplier's responsibilities and obligations**

- a) The Contractor is responsible for conducting all contracted activities with due care and diligence, in accordance with the contract and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the contract.
- b) The contractor is obliged to work closely with the purchaser and abide by directives that are consistent with the terms of the contract.

### **4) Purchaser's responsibilities**

- a. The purchaser will ensure the accuracy of all information.
- b. The purchaser will ensure the availability of site for supply of equipment.
- c. The purchaser does not bind himself to accept the lowest tender.
- d. The equipment which does not qualify with sought technical specifications would be rejected.

## **5) Duration of Contract**

The period of operation of the contract shall be till the supply of goods to the satisfaction of the purchaser.

## **6) Programme of work**

- a. Immediately after the signing of the contract, the Contractor shall make necessary arrangements for the supply of goods at the consignee locations mentioned in Schedule A - Schedule of requirements.
- b. The time allowed for carrying out the supply will be 30 days from the date of supply order in accordance with the phasing,
  - i) The Contractor shall not, without the Purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification or information furnished by or on the behalf of the purchaser in connection therewith, to any person other than a person employed by the contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
  - ii) 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.
  - iii) The contractor shall not, without the purchaser's prior consent, make use of any document or information enumerated in this document except for purpose of performing the contract.

## **7) Other Conditions of Contract**

- a) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India.
- b) The quantity shown in tender document is approximate and this quantity may increase or decrease as per the requirements without any change in unit price or other terms and conditions.
- c) The contractor should conduct a demonstration if required at the site/place where the equipment shall be supplied at time and date decided by Executive Engineer, SID, CWC, Gangtok.
- d) The net rate quoted per item/unit of goods shall be for purchaser destination, which should include all taxes, insurance, freight charges etc. While quoting a rate, this point should be kept in time.
- e) Goods to be supplied should be of good quality and as per technical specifications.
- f) **Bidder/OEM must have a office and service center in West Bengal wherein facility for repair of the equipment is available (undertaking in this regard is required to be submitted by the Bidder).**
- g) The bidder should carefully study and understand all the bid specification, commercial, technical and general conditions.
- h) Incomplete tenders/bids without specified EMD shall be rejected.
- i) Bids received without cost of tender document will be rejected.
- j) Any correction or error, the quotation should be duly authenticated by the person signing the quotation, overwriting should be avoided.
- k) The materials should be supplied as per Govt. rules and regulations.
- l) 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 postpone 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.

m) 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 and will be treated as disqualification.

n) The purchaser reserves the right to reject any tender on the basis of inferior quality.

o) **Once the faulty equipment is received for repair at the service center of Bidder/OEM it will be the responsibility of Bidder/OEM that the repaired/ replaced equipment should reach back to this office within 7 days of receipt of equipment at the service center. This condition is valid for during warranty period and when warranty period is over, both.**

Otherwise **during warranty period** rate of 0.5% per week or part of the week of delayed period as pre-estimated damages will be deducted/recovered as the Liquidated Damages for the delay, unless covered under Force Majeure conditions not exceeding 10% of the contract value which will be decided by the competent Authority as Compensation.

p) The bidder has to abide by the **General Conditions of Contract 2014 of CPWD.**

#### **8) Liquidated damages**

a) In case the supplier is unable to supply the goods within the original /re-fixed delivery period(s) specified in the contract, the Performance Guarantee amount would be forfeited (or) the buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions as mentioned below:

At the rate of 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value which will be decided by the competent Authority as Compensation.

b) Penalty for faulty goods: the purchaser has the right to return back any goods which are not as per the specifications and the same has to be replaced by the supplier free of cost, failing which the entire Performance Guarantee would be forfeited.

c) Notwithstanding the provisions of tender document, the Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

#### **9) Force Majeure**

(i) For purposes of this clause “Force Majeure” will mean an event beyond the control of the contractor and not involving the contractor’s fault or negligence. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

(ii) If a force Majeure situation arises, the contractor shall promptly notify the purchaser in writing of such condition and the causes thereof. Unless otherwise directed by the purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

(iii) 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 product

already delivered or services already performed.

(iv) No claim or increased costs are entertained attributable for the Force Majeure.

#### **10) Warranty**

The Tenderer warrants that the Goods supplied for execution under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The tenderer further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Tenderer that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

The items should have required warranty for a period of minimum 01 (one) year from the date of completion of supply, testing & demonstration and if any defect arises during the warranty period the firm is bound to rectify fault or/and replace the faulty items immediately without any extra cost.

After having been notified of the defects / service requirement during warranty period, the Supplier has to complete the required service / rectification within 7 days time limit. If the supplier fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the instrument shall be charged as penalty for each week of delay from the supplier. The supplier can deposit the penalty with the Purchaser directly else the Purchaser shall have a right to recover all such penalty amount from the Performance Guarantee.

#### **11) Performance Guarantee (PG) & Security Deposit**

The successful bidder will be required to furnish Performance Security at the rate of 3% of the contract value online to this Division through " Bharat Kosh" portal (<https://bharatkosh.gov.in/>) of Govt. of India for DDO Code 101882, within 10 (ten) days of receipt of Letter of Intent. The copy of receipt conforming payment of Performance Security must be sent to this office. The Performance Security would be retained by the CWC till satisfactory completion of period of contract. The Performance Security shall remain valid till 60 (sixty) days of the completion of all contractual obligations including warranty obligation.

A sum at the rate of 2.5% of gross amount of the bill shall be deducted and released after the completion of warranty period (1 year). This is in addition to the performance guarantee.

#### **12) Contract Price**

Prices quoted by the tenderer shall remain fixed and not subject to variation on any account and shall be inclusive of all taxes, duties, octroi, transportation charges, etc. including GST. Any variation in the GST will be paid/ deduct on submission of documents. The transportation of goods is the responsibility of the tenderer. No extra charges are payable on this account. The prices should be given as per the format given in price schedule.

#### **13) Terms of Payment**

- a) The payment shall be made on supply of all goods with required quality & specification at the purchaser's premises as identified in chapter 7 to the satisfaction of the purchaser and as per the terms and conditions of the contract.
- b) The payment shall be made after successful test running of all equipment for one week at the consignee location as specified in the SCHEDULE "A" :- SCHEDULE OF QUANTITIES
- c) After supply, of the materials the pre-receipted bill (In duplicate) may be submitted by the contractor to the department.
- d) The payment shall be made through e-payment only as per the bank details provided by the bidder.
- e) TDS on Income Tax and GST at applicable rates will be deducted from the bill.

#### **14) Tax and Duties**

All the existing and new taxes, levies, custom and other charges levied on the goods and services rendered by the Contractor shall be borne by the Contractor only within the quoted rates.

#### **15) Advances**

No advance payment is payable under this contract.

#### **16) Termination of Contract**

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

The purchaser can terminate the contract at any time by giving a notice of 7 days to the Contractor. The Contractor shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived.

##### **b. For Contractor's Default**

1. The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract.
  - i. If the contractor becomes bankrupt or insolvent.
  - ii. If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
  - iii. If the Contractor neglects its obligations under this contract.
  - iv. If the Contractor has furnished any false document.

2. The Purchaser may without prejudice to any other right issue a notice of termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the Contractor to carry out a specified work may be sufficient grounds for termination of the contract by the purchaser.

##### **c. Termination by Contractor**

The contractor can terminate the contract with 15 days notice only in case:

- i) The Contractor is unable to carry out its obligations of the contract for any reason attributable to the purchaser. For this entire or part of Performance Guarantee may be forfeited.

#### **17) 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.

#### **18) Disputes**

The decision of the Purchaser shall be final regarding the quality of goods provided by the supplier; 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).

#### **19) 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.



## CHAPTER 4 : KEY EVENTS AND DATES

1	Tender inviting authority Designation / Address	Executive Engineer SIKKIM INVESTIGATION DIVISION, Central Water Commission, GANGTOK -737102
2	Mode of submission of tender	Tenders are to be submitted on CPP Portal which can be accessed using URL <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
3	Job requirement	e-Tender for “Supply of Hydrological and Meteorological Equipment” under Sikkim Investigation Division, CWC, Gangtok
4	Language(s) in which items to be printed	English
5	Validity of the Tender	90 (Ninety) Days
6	Issuance of the tender	Tender can be downloaded from 28.08.2021 to 07.09.2021 upto 15:00 hrs from CPP Portal URL <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> or <a href="http://www.cwc.gov.in">www.cwc.gov.in</a> . <b>However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></b>
7	Last date & Time for submission of Bids online	07.09.2021 upto 15:00 hrs
8	Date, time and place of Public Online tender Opening Event	Online Public Opening of Bid shall commence at 15.00 hours on 08.09.2021, Interested bidder or their representative not more than 1 or 2 per bidder may be present in the office of Executive Engineer, Sikkim Investigation Division, Central Water Commission, Gangtok 737102.
8	Performance guarantee	The successful bidders will have to deposit an amount equal to 3% of the tendered and accepted value of the work (without limit) as a performance guarantee through “ <b>Bharat Kosh</b> ” portal ( <a href="https://bharatkosh.gov.in/">https://bharatkosh.gov.in/</a> ) of Govt. of India for <b>DDO Code 101882</b> within 10 days from the date of receipt of the 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.

## **CHAPTER 5 : PERFORMANCE GUARANTEE (CLAUSE- 1)**

(I) The contractor shall submit on irrecoverable PERFORMANCE GUARANTEE of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) through "**Bharat Kosh**" portal (<https://bharatkosh.gov.in/>) of Govt. of India for **DDO Code 101882** within 10 days of issue of letter of intent. This period can be further extended by the Engineer-in-charge on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer-in-charge.

(II) In the case of failure by the contractor to furnish the performance guarantee within the specified period, Government shall without prejudice to only other right or remedy available in law is at liberty to forfeit the earnest money absolutely.

(III) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 120 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

(IV) The Engineer-in-charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and / or without prejudice to only other provisions in the contract agreement) in the event of :-

- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described hereinabove, in which event the Engineer-in-charge may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer-in-charge.

(V) In the event of the contract being determined or rescinded provisions of any of the clause / condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

## CHAPTER 6 : SCHEDULES

**SCHEDULE ‘A’** : Schedule of quantities (enclosed) :- Page 21

**SCHEDULE ‘B’** : Schedule of materials to be issued to the Contractor:-

Sl.No.	Description of item	Quantity	Rates including 5% storage charges	Place of issue
1	2	3	4	5
<b>Nil</b>				

**SCHEDULE ‘C’** : Tools and Plants to be hired to the contractor:-

Sl.No.	Description	Hire charges per day	Place of issue
1	2	3	4
<b>Nil</b>			

**SCHEDULE ‘D’** : (Specifications and allied Technical Details) : Attached - Page 22

**SCHEDULE ‘E’** : Reference to General Conditions of Contract

**Name of Work** : e-Tender for “Supply of Hydrological and Meteorological Equipment” under Sikkim Investigation Division, CWC, Gangtok

**Estimated cost of work** : Rs. 3,52,000/- (Rupee Three Lakh Fifty Two Thousand Only)

**Performance Guarantee** : 3% of the tendered value

**SCHEDULE ‘F’** :

<b>General Rules &amp; Directions :</b>		
Officer Inviting Tender :	:	Executive Engineer, Sikkim Investigation Division, Central Water Commission, Gangtok, Sikkim
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3	:	<u>As per rules</u>
<b>Definitions :</b>		
(i)	Engineer-in-Charge	Executive Engineer, Sikkim Investigation Division, Central Water Commission, Gangtok, Sikkim

(ii)	Accepting Authority	:	As per latest Delegation of Financial Powers of Central Water Commission
(iii)	Standard Schedule of Rates	:	Not applicable
(iv)	Department	:	Central Water Commission
Standard CPWD Contract Form CPWD Form-7/8 as modified and corrected up to date.			

<b>Clause 1</b>	(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days	10 days
	(ii) Maximum allowable extension beyond the period provided above in days	Nil
<b>Clause 2</b>	Authority for fixing compensation Under Clause 2.	Superintending Engineer, Investigation Circle, Central Water Commission, Gangtok, Sikkim
<b>Time allowed for supply of goods.</b>		<b>30 (Thirty) days</b>

**SCHEDULE ‘A’ : Schedule of quantities**

**Name of Work :** “Supply of Hydrological and Meteorological equipment” under Sikkim Investigation Division, CWC, Gangtok

Sl.No	Item Description	Unit	Quantity
1	<b>Hydrological and Meteorological Equipment</b>		
1.1	Current Meter (Propeller type) and its accessories (Digital Counter and Battery) (As per the Specification given in Annexure-1 in chapter 7)	Nos.	13
1.2	Fish Weight 25 KG CI (As per the Specification given in Annexure-2 in chapter 7)	Nos.	02
1.3	Fish Weight 50 KG CI (As per the Specification given in Annexure-2 in chapter 7)	Nos.	03
1.4	ORG and its accessories (As per the Specification given in Annexure-3 in chapter 7)	Nos.	04
1.5	Steel Wheelbarrow (Single Wheel Type) (As per the Specification given in Annexure-4 in chapter 7)	Nos.	03

## **CHAPTER 7 - SPECIFICATIONS AND ALLIED TECHNICAL DETAILS**

### **Annexure -1**

#### **Current Meter (Propeller type) As per IS 3910-1992**

**Model:** Propeller Type

**Current Meter Body:** All parts of Brass, chrome plated.

**Operating Range:** 0.3 to 3.5 meter per second.

**Accuracy:** For Velocities >0.3 m/s, 0.5% Full Scale

**Velocity Indicator:** Digital Water Velocity Indicator

**Casing:** Rugged wooden carrying case.

#### **Digital Counter**

**Sensor Input:** Any Current meters of any make with switch Closure output

**Mode of Operation:** Revolution Mode& Time Mode.

**Counts:** Revolution: 999 Max.

**Time:** 999 Sec Max.

**Display:** LCD (3½ Digit) to display the measurement.

**Measurement Status:** LCD data will start blinking after completion of measurements.

**Battery:** 2XAA Alkaline Batteries (easily replaceable on site).

**Battery Monitoring:** Low Battery warning.

**Operating Condition:** Humidity 0 to 100%, temp -20 Deg C to 70 Deg C

**Battery Life:** 10,000 Hrs. On Alkaline Batteries or 2500 Hrs on Zinc-Chloride batteries.

**Annexure-2**

**Fish Weight (50 kg and 25 Kg)**

The fish weight shall generally comply with **IS 4073-1967** and **ISO 3454-1983**.

**Model:** USGS Columbus or similar

**Material:** cast iron or lead

**Finish:** smooth, painted surface

**Mass:** 50 kg and 25 Kg as required for depth and current velocity

If the instrument is used from a cable way then an integrated bottom detector is required

**Suspension:** bar fitting current meter and cable terminal

**Tail fin length:** >0.25 m beyond the attach point of the suspension

**As per IS 4073-1967 and ISO 3454-1983**

**Annexure-3**

**Ordinary Rain Gauge (ORG) with measuring cylinder**

**Conditions & Requirements**

- The rain gauge shall be of such a design that it operates reliably and accurately under the prevailing environmental and weather conditions.
- The rain gauge shall be easy to operate and maintain.
- The rain gauge shall be supplied with the accessories as needed for effective deployment.
- All materials on the rain gauge shall be non-corrosive.
- The locking ring shall be of rigid plastic
- The rain gauge shall have smooth and permanent surface finish to minimize evaporation losses.
- The minimum expected lifetime in open field shall be 15 years.
- All openings of the rain gauge shall be covered with stainless steel net to protect against any insects entering inside.
- The rain gauge shall comply with **IS 5225-1992**

**Specifications**

**1. 100 cm Model**

collecting area : 100 cm<sup>2</sup>

ID of rim : 112.9 mm

Collecting Bottle : 4 liters

Nominal Capacity : 400 mm

Rain Measure : for 20 mm rainfall, graduation etc.

According to **IS 5225-1992**

**2. Materials**

Base and Collector : Preferably FRP

Rim of Collector : Aluminium or gun metal

**3. Accessories**

10 liters for special large base 100 cm<sup>2</sup> collector for heavy rainfall stations



**Annexure – 4**

**Steel Wheelbarrow (Single Wheel Type)**

The Wheelbarrow shall generally comply with IS : 2431-1963.

**Material** : Steel sheet not less than 1.60 mm thickness

**Finish** : smooth, painted surface

**Capacity** : 60 Litres

**Proof load weight** : 200 Kgs

**As per IS : 2431-1963**

## CHAPTER 8 – TECHNICAL & FINANCIAL BIDS

### TECHNICAL BID

**TITLE OF TENDER: “Supply of Hydrological and Meteorological equipment” under Sikkim Investigation Division, CWC, Gangtok**

S.No.	Particulars	To be filled by the
1.	Name of the Agency.	
2.	Date of establishment of the agency	
3.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
4.	Whether agency is registered with and holding licenses from all concerned Government Authorities (Copies of all certificates of registration to be enclosed)	
5.	PAN/TAN Number (copy to be enclosed)	
6.	GST Registration Number (copy to be enclosed)	
7.	Income Tax return filed (Attach proof)	
8.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India.	
9.	Length of experience in the field	
10.	Experience in dealing with Govt. Departments (indicate the names of the Departments and years of dealing with those Departments and attach relevant copies as proof)	
11.	Whether agency profile is attached?	
12.	Whether any show cause notice was ever issued by any Government Agency? If so, details thereof (please attach the copies of communications, if any).	
13.	Whether the Hydrological and Meteorological Equipment meet all the technical specifications. If not indicate the variation from specification.	

**FINANCIAL BIDS**

**Name of work : “Supply of Hydrological and Meteorological equipment” under Sikkim Investigation Division, CWC, Gangtok**

**(Sample of BOQ)**

Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	Total amount inclusive of all taxes like GST, etc. In <b>Figures</b> To be entered by the Bidder in <b>Rs. P</b>	<b>TOTAL AMOUNT With Taxes</b>	<b>TOTAL AMOUNT In Words</b>
1	2	4	5	12	13	54	55
1	<b>Hydrological and Meteorological Equipment</b>						
1.01	Current Meter (Propeller type) and its accessories (Digital Counter and Battery) (As per the Specification given in Annexure-1 in chapter 7)	13	Nos	<b>INR</b>		<b>0.00</b>	INR Zero Only
1.02	Fish Weight 25 KG CI (As per the Specification given in Annexure-2 in chapter 7)	2	Nos	<b>INR</b>		<b>0.00</b>	INR Zero Only
1.03	Fish Weight 50 KG CI (As per the Specification given in Annexure-2 in chapter 7)	3	Nos	<b>INR</b>		<b>0.00</b>	INR Zero Only

1.04	ORG and its accessories (As per the Specification given in Annexure-3 in chapter 7)	4	Nos	INR		0.00	INR Zero Only
1.05	Steel Wheelbarrow (Single Wheel Type) (As per the Specification given in Annexure-4 in chapter 7)	3	Nos	INR		0.00	INR Zero Only
<b>Total in Figures</b>						<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>	<b>INR Zero Only</b>						

**Notes :**

- Financial Bid will only be accepted in BoQ Excel format which has been uploaded on CPP Portal.
- The rates shall be quoted inclusive of all taxes.
- The rate quoted by the agency shall be inclusive of all the charges including transportation (to the consignee) etc. Central, State and local taxes etc. or any other charges which may occur for carrying out contract obligations.
- The submission of a bid shall construe that the bidder has carefully read the terms & conditions of the tender document & agree to the same.
- The Tenderer shall submit a certificate with a final bill signed in original and issued by Original Equipment Manufacturer/authorized dealer that it will provide back to back support and honor the warranty obligations of the equipment supplied by the supplier.

I/We agree to execute the above works in accordance with the technical specifications and terms and conditions mentioned in this tender documents for a total contract price of Rs.....(Rupees.....) within the period specified in the invitation for tender.

Date:

Name & Signature of the Authorized Signatory:

## **CHAPTER 9 : TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,

The  
Executive Engineer  
Sikkim Investigation Division,  
Central Water Commission,  
Gangtok, Sikkim - 737102

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: SID/Gangtok/2021-22/04 Dated: 28<sup>th</sup> August 2021

Name of Tender / Services: - "Supply of Hydrological and Meteorological Equipment" under Sikkim Investigation Division, CWC, Gangtok

Dear Sir,

1. I/ We have downloaded the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

## **CHAPTER 10 : BID SECURING DECLARATION**

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*

Bid No.: *[number of bidding process]*

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

To: *[complete name of Purchaser]*

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 five 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 \_\_\_\_\_ day of \_\_\_\_\_

\*: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.]*