



भारत सरकार
Government of India

केंद्रीय जल आयोग
Central Water Commission

प्रबोधन (दक्षिण) संगठन
Monitoring (South) Organisation



Tender Document for work of upgradation of upgradation of 18 nos. of computers located in Monitoring South Organisation, Central Water Commission, Bangalore

NIT NO: 01/2017
TCIL

DATE FOR PURCHASING TENDER

FROM **20/10/2017** (17:00 hours onwards) TO
06/11/2017 (upto 16:00 hours)

LAST DATE FOR SUBMITTING TENDER

07/11/2017 upto 15:00 hrs

DUE DATE FOR OPENING OF TENDER:

07/11/2017 at 15:30 hrs

OFFICER INVITING TENDER

Deputy Director, Monitoring (South) Organisation,
Central Water Commission, Bangalore – 560013.

PRICE OF TENDER DOCUMENT:

Rs. 500/-

Certified that this tender document contains 22 pages including this page.

Deputy Director
Monitoring (South) Organisation
Phone & Fax: 080 - 29724081

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SECTION I

INVITATION FOR BIDS

1. The Deputy Director, Monitoring (South) Organisation, MSO, CWC, Bengaluru (henceforth called as purchaser) on behalf of the President of India invites online bids on ETS Portal of Telecommunications Consultants India Ltd (TCIL) for the work of Upgradation of 18 nos. of computers located in Monitoring South Organisation, Central Water Commission, Bangalore from eligible bidders who meet following eligibility criteria:
 - (i) The firm should be registered with the Registrar of Companies or Sales/ Trade tax department and must be more than 5 years old. Copies of PAN number/TAN number/ Sales tax number along with registration certificate must be attached.
 - (ii) The firm should have a minimum average annual financial turnover of Rs. 10 lac with positive net worth during each of the last three financial years. Income-tax clearance certificate/ Returns for last 03 years must be attached.
 - (iii) The firm should have satisfactorily completed works of providing Integrated IT Maintenance & Management Services / IT AMC Services / IT Facility Management Services with Central Government Ministry/ Department / Organization and CPSU during the last 5 years as on 31.03.2017 as under :
 - (a) One work costing not less than Rs. 5 lac or
 - (b) Two works, each costing not less than Rs. 3 lac or
 - (c) Three works, each costing not less than Rs. 2 lac.Copy of completion report along with the work order should be enclosed.
 - (iv) The firm should provide customer satisfaction letter from at least one customer from Central Government Ministry / Department / Organization and CPSU while submitting the technical bids.
 - (v) The firm should have its office in Bengaluru.
 - (vi) The firm should not have been blacklisted / terminated / debarred by any Central Government Ministry/ Department/ Organization and CPSU.The firm/ contractor must submit documentary evidence/ undertakings in support of fulfilling eligibility criteria mentioned above in the technical bid.
2. Tender Document is available on TCIL website URL <https://www.tcil-india-electronictender.com> , Central Public Procurement (CPP) Portal URL www.eprocure.gov.in and CWC website URL www.cwc.gov.in. The bids shall be submitted online only at ETS Portal of TCIL website URL <https://www.tcil-india-electronictender.com> up to **1500 hrs of 07/11/2017**
3. Tender methodology proposed to be adopted by the CWC will be “TWO Bid systems” i.e. Technical Bid and Financial Bid with Technical bid containing prequalification.

4. Schedule of events:

- i. Tender No. : 01/2017
- ii. Cost of Tender : Rs. 500/-
- iii. Bid Security/ Earnest Money Deposit : Rs. 20,000/-
- iv. Bid Validity : 60 days

- v. Date of commencement of downloading of Tender Documents : 20/10/2017
- vi. Last date & Time for online submission of Bids : 07/11/2017 (15:00 hrs)
- vii. Last date & Time for submission of Tender Fee and Bid Security/ Earnest Money Deposit/Pass-phrase : 06/11/2017 (16:00 hrs)
- viii. Date & Time of opening of Technical Bids : 07/11/2017 (15:30 hrs)
- ix. Date and Time of opening of Financial Bids : 08/11/2017 (15:30 hrs)
- x. Venue of Technical and Financial Bids opening : MSO, CWC, Bengaluru.

- 5. Bidders are advised to study all technical and financial aspects, instructions, forms, terms and specifications carefully in the tender document. Failure to furnish all information required in the tender document or submission of a Tender not substantially responsive to the tender document in every respect will be at the bidders risk and may result in the rejection of the bid.
- 6. MSO, CWC will not be responsible for any costs or expenses incurred by bidders in connection with the preparation and online submission of bids.
- 7. MSO, CWC reserves the right to cancel, postpone, withdraw the invitation for Bids without assigning any reason thereof and shall bear no liability whatsoever consequent upon such a decision if the situation so warrants.
- 8. MSO, CWC reserves the right to reject any or all the tender(s) received without assigning any reason thereof and decision in this regard shall be final and binding.
- 9. All correspondence with regard to the above shall be made to the following address:

**Deputy Director
Monitoring (South) Organisation
Jalasoudha, Jalahalli,
Bengaluru-560013
Phone & Fax: 080 – 29724081
Email: secobangalore-cwc@nic.in**

**Deputy Director
Monitoring (South) Organisation
Phone & Fax: 080 - 29724081**

SECTION -II: INSTRUCTIONS TO BIDDERS

PART A: INSTRUCTIONS TO BIDDERS

A 1. GENERAL:

Before submitting the tender the Bidder must ensure that it has understood the exact requirement of the Purchaser. In case of any discrepancy or ambiguity felt by the Bidder in the scope of work and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing by the Bidder and in turn get that clarified from the purchaser in writing at least one week before the last date of tender submission. In case of no such clarification required by the Bidder, it shall be construed that the Bidder understands all requirements of the purchaser. No communications shall be entertained in this regard at any stage of work after the opening of the Tenders.

1. E-Tender is available on TCIL website URL <https://www.tcil-india-electronictender.com>, Central Public Procurement (CPP) Portal URL www.eprocure.gov.in and CWC website URL www.cwc.gov.in.
2. Bidder who has downloaded the tender 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.
3. Government of India has made it mandatory to make all procurement with estimated value of Rs. 2 lakh or more through e-procurement mode. For conducting e-procurement, Central Water Commission has decided to use the ETS portal of TCIL, a Government of India Undertaking. Bids may be submitted online only at TCIL Portal <https://www.tcil-india-electronictender.com>.
4. For online submission of bids on ETS portal, bidders need to register with TCIL. Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Bidder for the e-submission of the bids online through TCIL portal. For any help, TCIL/ ETS Helpdesk may be contacted:

TCIL/ ETS Helpdesk	
Telephone/ Mobile	(0930 hrs to 1800 hrs on all Working Days i.e. from Monday to Friday except on Government Holidays) +91-11-26241790 (multiple lines) Emergency Support Mobile Numbers: +91-9868393775, 9868393717, 9868393792 (Please contact only in Emergency during non- working hours of the Helpdesk)
E-mail ID	ets_support@tcil-india.com

5. Intending bidders are advised to check TCIL Portal/ CPP Portal/ CWC website for any corrigendum / amendment.
6. The Bidder is expected to examine all instructions, forms, terms and requirements in the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Bidders risk and may result in the rejection of the bid.
7. Detailed information pertaining to the work will be open for inspection by the Bidder at the office of the above-mentioned officer. Bidders are advised to inspect and examine the locations and equipments for upgradation of computers **at MSO, CWC, Bengaluru and** satisfy themselves before submitting their tenders. Bidders shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects or not and no extra charges consequent on any mis-understanding or

otherwise shall be allowed. Submission of a tender by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope of the work to be done and other factors having a bearing on the execution of the work.

8. The Contractor shall abide by and comply with the Labour Laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax and Minimum Wages Laws, Contractor Labour (Regulations Abolition Act) or any other law in force.

A 2. TENDER DOCUMENTS:

1. Eligibility Criteria for the Bidders:

Eligibility criteria as defined in the Section – I. Bidder shall submit the documentary proof in r/o of each criterion for participation in the tender process.

2. Tender Fee:

The interested eligible bidder has to submit the tender fee of Rs. 500/- (Rupees Five Hundred Only) in the form of a Demand Draft drawn in favour of Executive Engineer, Cauvery Division, CWC, Bangalore before the last date/ time of submission of online bids. The tender fee will be non-refundable.

3. 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 Bidder'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 Bidder may refuse the request without forfeiting its EMD.

3. Bid Security/ Earnest Money Deposit (EMD):

EMD for Rs 20,000/- shall be deposited in favour of Executive Engineer, Cauvery Division, CWC, Bangalore through Treasury Challan, Banker's Cheque, Demand Draft, FDR, Deposit at call receipts of an any schedule Bank guaranteed by the Reserve Bank of India or in the form of a Bank Guarantee from a scheduled bank as per proforma given at Section-VII. The Bid Security Cost shall remain valid for a period of ninety (90) days from the date of opening of technical bid. In case EMD is submitted in the form of Bank Guarantee, it shall remain valid for 135 days from the date of tender opening. The tenders unaccompanied by the Tender Security/ EMD shall be rejected summarily. Unsuccessful Bidder's EMD shall be discharged or returned after the award of the contract or upon the expiration of the period of tender validity, whichever happens earlier. The Bid Security of successful bidder shall be returned only after the submission of their acceptance against the issued award of contract within the stipulated time period and furnishing of the performance security.

The Tender security shall be forfeited under following conditions:

- a. if a Bidder withdraws its Tender during the period of Tender validity specified by the Bidder; or
- b. in case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract within 10 days of the issue of the notification for award of the contract; or
 - (ii) To furnish the specified Performance Security valid for 60 days beyond the contract period for the due performance of the contract.

4. Content of tendering document:

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

- a) Notice Inviting Tenders
- b) Instructions to the Bidders
- c) Conditions of the Contract
- d) Scope of Work

- e) Price Schedule
- f) Tender Form
- g) Bid Security Form
- h) Contract Agreement Form
- i) Performance Security Forms

A 3. TENDERING PROCESS:

1. Bid Submission:

The bids may be submitted online on the TCIL Portal <https://www.tcil-indiaelectronicstender.com> only up to 15:00 hours of 07.11.2017.

The Purchaser may, at its discretion, extend the last date/ time for online submission of bids by amending the Tender Document, in which case all rights and obligations of the Purchaser and Bidders previously subject to the last date/time will thereafter be subject to the last date/time as extended.

2. Bidding Methodology:

Single-stage Two-Bid System shall be followed i.e. Technical and Financial bids to be submitted at the same time.

3. Submission of Documents:

All the documents of the bids must be submitted with signature on all the pages.

i. The following documents are to be submitted online in the technical bid part:

- a) Tender Form completed;
- b) Signed and scanned copy of pre-qualification documents to establish eligibility criteria.

(The Technical Bid must not reveal any information related to quoted prices. Technical Bids containing any information about the quoted rates shall be rejected summarily.)

ii. The following documents are to be submitted online in the financial bid part:

- a) Price bid as per Section-V.

iii. The bidder has to submit following documents in hard copy in a sealed envelope before last date and time of submission of online bid otherwise the bid will not be considered for opening:

- a) Demand Draft towards Bid Security/ Earnest Money Deposit in original.
- b) Demand Draft towards tender fee in original.
- c) Pass Phrase for Technical & Financial bid in separate sealed envelopes.

4. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and online submission of its Bid and purchaser will in no case be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

A4. BID PRICES:

Prices quoted by the Bidder shall be fixed during the period of Bidder's performance of the Contract and not subject to variation on any account, and shall be inclusive of applicable GST.

All prices shall be in Indian Rupees.

The prices shall be given as per the format given in price schedule inclusive of all charges. No extra charges are payable on any account. Prices shall not be quoted on option basis. Tenders having optional prices shall be rejected summarily.

The tender may be submitted giving the cost of GST separately however for award of tender, total cost (with present GST) will be considered. The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of

any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the Purchaser shall avail such discount at the time of award of contract.

A5. EVALUATION OF TENDERS

- i. Technical Bids of only those bidders will be opened whose Earnest Money Deposit (EMD) /Bid Security and Tender Fees is received by the Purchaser before the last date/ time of submission of online bids.
- ii. Each document comprising Technical Bid as mentioned in the tender must be submitted with signature at all pages. The submitted documents must proof bidder's eligibility as specified in the Tender.
- iii. The Bidder will be disqualified in technical bid in case of absence of any one of the required document as mentioned in the Tender.
- iv. Financial bid of only those bidders will be opened who qualifies in Technical Bid.
- v. Financial bid in the same format as mentioned in the tender must be submitted with signature at all pages.
- vi. Arithmetic Error, if any, in the price breakup will be rectified on the following basis:
 - a) If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected.
- vii. Ranking of the Bidders will be done according to the price quoted. Bidder who has quoted the lowest rate will be ranked first and so on.
- viii. The purchaser does not bind himself to accept the lowest or any other bid.

A6. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Purchaser reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

A7. PURCHASER'S RIGHT TO VARY SCOPE OF CONTRACT:

The Purchaser may at any time, by a written order given to the Vendor, make changes within the general scope of the Contract.

If any such change causes an increase or decrease in the cost, an equitable adjustment shall be made in the Contract Price and the Contract shall accordingly be amended.

A8. AWARD OF WORK:

The notification of award shall be issued to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. The successful Bidder shall be required to furnish a letter of acceptance to it within 5 days of issue of the notification of award by Purchaser.

Within fifteen (15) days of issue of notification of award from the purchaser, the successful Bidder shall sign the contract agreement as given in Section VIII and furnish the specified performance securities valid up to 60 days beyond the contract period for a sum equivalent to 10% of the Work Order value for the due performance of the contract as per Performa given at Section-IX.

For the purpose of this tender the Contract Agreement with the successful Bidder shall comprise of:

- a. The tender form, technical bid and price schedule submitted by the Bidder;
- b. Notice inviting tenders;
- c. Instruction to Bidders;
- d. Conditions of the contract;
- e. Scope of work including technical specifications;

- f. Amendments to the tender document, if any;
- g. Pre-bid Conference related correspondences;
- h. Post tender opening correspondences; and
- i. Purchaser's notification of award of the contract.

SECTION-III: CONDITION OF CONTRACT

PART B: CONDITIONS OF CONTRACT

B1. Definitions & Interpretations:

Work means Upgradation of 18 nos. of computers located in Monitoring South Organisation, Central Water Commission, Bangalore.

Monitoring (South) Organisation, Central Water Commission "MSO, CWC" means the organization headed by **Chief Engineer, MSO, CWC** at Bangalore.

Contract means the agreement reached by the Purchaser and the Contractor 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 Products and Services identified in the Contractor's proposal are included in the Contract Price in their entirety. This shall 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 Deputy Director, Monitoring (South) Organisation, Jalasoudha, Jalahalli, Bengaluru-560013, Phone & Fax: 080 – 29724081, Email: secobangalore-cwc@nic.in.

Contractor: The **Contractor** is the agency of the successful Bidder with whom the purchaser enters into a contract for the work detailed in this document. The **Execution Period** is the period during which the **Contractor** is liable to provide remedial actions without any additional cost to the purchaser all the services under this work.

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

Project Manager: The Project Manager shall be designated by Chief Engineer, Monitoring (South) Organisation, CWC, Bengaluru and any change shall be intimated by MSO,CWC to Contractor within three days.

B2. Scope of the Work:

The scope of the work constitutes completion of all the works enumerated in the section IV of the Tender.

B3. 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.

B4. 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.

Heading: the headings and clauses shall be interpreted as A 1.1 a (i) where A is the part of the document, 1.1 may be the main heading and a (i) shall be the subheading.

B5. Contractor's Responsibilities and Obligations

1. The Contractor shall abide by the job safety, insurance, customs and immigration measures prevalent and laws in force and shall be liable for indemnifying the Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Contractor's negligence. The Contractor shall pay all indemnities arising from such incidents and shall not hold the Purchaser responsible in any manner.
2. The Contractor is responsible to conduct 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.

3. The Contractor is obliged to work closely with the Purchaser and abide by directives that are consistent with the terms of the Contract. The Contractor is responsible for managing the activities of its personnel and shall hold itself responsible for any misdemeanor.
4. Sub-contracting of the work is not permissible under the contract.
5. The material/Software/Hardware used in upgradation should be of original (licensed) standard quality from reputed brand and as per specification. The material/Software/Hardware used in the work should be from the recent/existing models/parts of OEMs (Not an archived or outdated one) and its details should be actively listed on the OEM website. Defective and substandard material is liable for rejection.
6. The Contractor shall exercise adequate supervision to ensure performance of maintenance services in Central Water Commission.
7. The Contractor shall not deploy any person below the age of 18 years old and more than 55 years old. Manpower engaged for the purpose shall be pre-trained and experienced in requisite field.
8. Unrealistic rates quoted by the bidders shall not be considered by the MSO, CWC. Therefore, bidders are required to quote realistic rates.
9. Consortium, Joint Venture, subletting, sub-contracting or hiring services of other entity for execution of the work under this tender is not allowed.

B6. Purchaser's Responsibilities:

The purchaser shall ensure accuracy of all information and/or data to be supplied by the purchaser to the contractor, except when otherwise expressly stated in the contract. The purchaser shall provide necessary space to the resident support staff at MSO, CWC required for performance of the contract.

B7. Security Deposit

After finalization of contract, contractor shall submit Bank Guarantee of 10% of the Work Order value valid 60 days beyond the contract period as performance security deposit.

B8. Programme of Work:

Immediately after signing of the contract the Contractor shall make necessary arrangements for starting the work. The work shall be started within 7 days of the signing of the contract and completed within 21 days from the signing of the contract.

This date of start of work once accepted by the purchaser shall be treated as the date of commencement of the contract period.

B9. Confidentiality:

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 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 so far as maybe necessary for purposes of such performance.

Any document including software and hardware, 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.

The Contractor 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.

The Purchaser shall not, without the Contractor's prior written consent, disclose any documents, data or other information furnished by the Contractor in connection with the Contract, and clearly identified in advance by the Contractor as being confidential, to parties not directly involved in the project(s) covered by the Contract.

The Contractor shall not make use of the software/applications/hardware made available to him except for the purpose of performing the contract.

B10. Care of the system:

The Contractor shall be responsible for the general care of the system and equipment made available to them by the MSO, CWC. The Contractor shall be responsible for any loss or damage to the system caused by the Contractor or his representatives in the course of work.

The Purchaser shall have the right to make good the losses by adjusting the same from the payment due to the Contractor.

B11. Loss of Property:

The Contractor shall indemnify and hold harmless the Purchaser and its employees from any losses, liabilities and costs resulting from the death, personal injury or loss to damage to the property, loss to the system arising due to the performance contract.

B12. Indemnity:

The Contractor shall indemnify and keep indemnified the MSO, CWC against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time. The Contractor shall indemnify, protect and save the MSO, CWC against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

B13. Force Majeure:

For purposes of this Clause, "Force Majeure" shall 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.

If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause 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.

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.

No claim or increased costs be entertained attributable to the Force Majeure.

B14. Contract Price:

Prices quoted by the Bidder shall remain fixed during the Bidder's performance of the Contract and not subject to variation on any account and shall be inclusive of all taxes at the rate prevailing at the time of signing of the contract. The prices shall be given as per the format given in price schedule on lump-sum basis inclusive of all charges. No extra charges are payable on any account.

B15. Terms of Payment

The payment shall be made in Indian Rupees on pro-rata basis as per conditions stipulated in Section-IV.

The Performance security shall be released 60 days after the successful completion of contract.

B16. Taxes and Duties

Payment of all the existing and new taxes levied on the goods and services rendered shall be the responsibility of the contractor and the same shall be borne by him only within the quoted rates. The Taxes shall be deducted at source as per the prevailing Government rules from time to time.

B17. Advances

No advance payment is to be payable under this contract.

B18. Release of Claims

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

B19. Observance of Law

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

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.

B20. Termination of Contract

1. For Purchaser's convenience

The Purchaser can terminate the contract at any time by giving a notice of 15 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 on the manpower or other resources derived for this work.

2. For Contractor's Default

- 2.1 The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract.
 - a. If the Contractor becomes bankrupt or insolvent
 - b. If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
 - c. If the Contractor neglects its obligations under this contract.
 - d. If the contractor has furnished any false document.
- 2.2 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 for 14 calendar days may be sufficient grounds for termination of the contract by the purchaser.

3. Termination by Contractor

The Contractor can terminate the contract with a 90 days' notice only in case the Contractor is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.

4. On every termination

- 4.1 The Contractor shall cease further work.
- 4.2 The Contractor shall handover at the premises of the purchaser all the hardware/software, made available by the purchaser for the performance of the contract.
- 4.3 Under such circumstance, only the contract price properly attributable to the part of 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.

B21. Liquidated Damages

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.

B22. Notices

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speed post, personal or courier deliveries. 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.

B23. Disputes

The decision of the Purchaser shall be final regarding the quality and progress of work, the other aspects arising out of the work 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).

B24. 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.

B25. Corrupt or Fraudulent Practices

- 1 The MSO, CWC requires that the Bidders under this Bid observe the highest standards of ethics during the execution of such Contracts. Accordingly, the MSO, CWC defines the terms set forth as follows:
 - (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in contract execution; and
 - (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the MSO, CWC, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non- competitive levels and to deprive the MSO, CWC of the benefits of the free and open competition.
- 2 The MSO, CWC will terminate the contract if it determines that the Contractor has engaged in corrupt or fraudulent practices before, during or after the period of contract; The MSO, CWC will hold the Contractor ineligible to be awarded a contract, either indefinitely or for a period of 24 months from the date of declaring the contractor ineligible if it at any time determines that the Contractor has engaged in corrupt and fraudulent practices in competing for, or in executing the Contract.

SECTION-IV: SCOPE OF WORK

PART C: SCOPE OF WORK

The scope of work shall be “Upgradation of 18 nos. of computers located in Monitoring South Organisation, Central Water Commission, Bangalore. The computers requiring upgradation of hardware and software are listed at Annexure-I. The upgradation work should be completed within 30 days (thirty days) of the signing of the contract. Under the scope of work, it is not the intent to completely specify all the details, but to give a general idea about the nature of work covered under the contract. Any activity which is not specified here but necessary for smooth working of Upgraded computers and efficient maintenance of LAN, Computers and Peripherals shall be deemed to be included in the scope of work of this contract. The work of upgradation includes providing all the necessary cables, connectors, licenses, OEM guarantee cards.

The scope of the work system constitutes upgradation of 18 nos. of computers located in Monitoring South Organisation, Central Water Commission, Bangalore and any underlying logical/ physical activity..

C1. Equipment and its locations

The equipment requiring upgradation are mentioned at annexure-I

SECTION-V: PRICE SCHEDULE

Price Schedule Upgradation of 18 nos. of computers located in the office of Chief Engineer, MSO, CWC, Bangalore.

S. No.	Description of items	QTY.	Total Amount in Rs. inclusive of GST (in figure and words)
	Required Upgraded configuration		
1	Monitor: 22'' Full HD monitor with resolution 1920 x 1080 pixels or higher having DVI/HDMI/VGA ports	18	
2	CPU: Ryzen 3 1300x .	18	
3	Chipset & Mother Board: A320 chipset motherboard with inbuilt graphics along with wifi +Bluetooth PCIe card	18	
4	RAM : 8 GB DDR4 compatible with Mother Board and CPU	18	
5	Hard Disk Drive: 1 TB 7200 RPM SATA Hard Drive (internal)	18	
6	Cabinet: Micro ATX cabinet with 450W SMPS including fan (preferably Zebronics, Circle Stick Capsule or better)	18	
7	Keyboard and Mouse: Wireless key board and Wireless Mouse (Logitech)	18	
8	Networking Features: Integrated GBPS LAN Port 10/100/1000 MBPS, IPv6 Ready.	18	
09	Operating system: original Windows 10 professional with license	18	
10	MS office : MS office 2016 Home and Student version with license	18	
11	Antivirus : Quick Heal Total Security (latest version)	18	
12	Total Cost		
13	buy back price for old parts	18	
14	Grand Total		

SECTION-VI: TENDER FORM

To

The Deputy Director,
Monitoring South Organisation,
Jalasoudha, Jalahalli,
Bangalore - 560013

Sir,

Having examined the tender documents including Addenda Nos [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide upgradation of 18 nos. of computers located in Monitoring South Organisation, Central Water Commission, Bangalore in conformity with the said tender documents for the sum as specified in the Schedule of Price given in the "Price Bid" attached herewith as a part of this tender or such other sums as may be ascertained in accordance with the Schedule of Prices.

We undertake, if our Tender is accepted, to deliver the services in accordance with the delivery schedule specified in the Scope of work.

If our Tender is accepted, we shall obtain the guarantee of a bank in a sum equivalent to Rs.prescribed by the Purchaser for the due performance of the Contract in the form

We agree to abide by this Tender for a period of 60 days from the date fixed for Tender opening (Technical Bid) and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We undertake that in competing for (and, if the award is made to us in executing) the above contract, we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We understand that you are not bound to accept the lowest or any tender you may receive. We clarify/ confirm that we comply with the eligibility requirements given in the tender document.

Dated this.....Day of..... (Month) 20..... (Year)

Signature.....

(In the Capacity of)

Duly authorized to sign Tender for and on behalf of.....

SECTION-VII: BID SECURITY FORM

(Bank Guarantee for EMD)

Whereas..... *(Hereinafter called "the Bidder")* has submitted its Tender dated.....*(Date of Submission of Tender)* for Upgradation of 18 nos. of computers located in Monitoring South Organisation, Central Water Commission, Bangalore *(name and/ or description of the services, hereinafter called "the Tender")*

KNOW ALL PEOPLE by these presents that WE..... *(Name of Bank)*

of. *(Name of country)*, having our registered Office at..... *(Address of Bank)* (Hereinafter called "the Bank") are bound unto..... *(Name of Purchaser)* *(Hereinafter called "the Purchaser")* in the sum of **Rs 20,000/- (Rupees Twenty Thousand only)** for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this..... Day of 20.....

THE CONDITIONS of this obligation are:

1. If the Bidder
 - a. withdraws its Tender during the period of Tender validity specified by the Bidder on the Tender Form; or
 - b. does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its Tender by the Purchaser during the period of Tender validity:
 - a. fails or refuses to execute the Contract Form if required, or
 - b. fails or refuses to furnish the performance securities, in accordance with the Instruction to Bidders,

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the purchaser shall note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including forty five (45) days after the period of the tender validity, and any demand in respect thereof shall reach the Bank not later than the above date.

(Signature of the Bank)

SECTION-VIII: CONTRACT AGREEMENT FORM

THIS AGREEMENT made the.....day of.....20.....between
Deputy Director, Monitoring (South) Organisation, Central Water Commission, Bangalore_____ part

(Name of purchaser) (hereinafter "the Purchaser") of one
and..... {Name of Contractor} of.
..... {Company, City and Country of Contractor} (Hereinafter called "the Contractor") of the other part:

WHEREAS the Purchaser invited Tenders for certain services, viz Upgradation of 18 nos. of computers located in Monitoring South Organisation, Central Water Commission, Bangalore (Brief Description of Services) and has accepted a Tender by the Contractor for the Services in the sum of.
(Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

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 price schedule submitted by the Bidder;
- b. Notice inviting tenders;
- c. Instruction to Bidders;
- d. Conditions of the contract;
- e. Scope of work including technical specifications;
- f. Amendments to the tender document, if any;
- g. Pre-bid Conference related correspondences;
- h. Post tender opening correspondences; and
- i. Purchaser's notification of award of the contract.

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.

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.

Brief particulars of the goods and services which shall be supplied / provided by the Contractor are as under:

SL. NO.	BRIEF DESCRIPTION OF SERVICES	Amount in Rs. in figures	Amount in Rs in words
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TOTAL VALUE: DELIVERY SCHEDULE:

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:

SECTION-IX:

PERFORMANCE SECURITY FORM (FOR BANK GUARANTEE)

(To be stamped in accordance with Stamp Act)

To

The Deputy Director,
Monitoring (South) Organisation, Central Water Commission,
Jalasoudha, Jalahalli
Bangalore - 560013

WHEREAS _____ (Name of Contractor) (hereinafter called the "the Contractor") has undertaken, in pursuance of Contract No dated..... 20..... to provide Upgradation of 18 nos. of computers located in Monitoring South Organisation, Central Water Commission, Bangalore (Description of Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you,

On behalf of the Contractor, up to a total of Rs...../- (Rupees.....only) and we undertake to pay you, upon your first Written demand declaring the Contractor to be in default under the Contract and

Without cavil or argument, any sum or sums within the limit 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.

This guarantee is valid until the..... day of20.....

Signature and Seal of Guarantors Date 20.....

Address.....

List of computers with specifications for Upgradation

S. N o.	Description of items	
	Existing Configuration	Required Upgraded configuration
1	<p>A. 9 nos. of computers are placed in store room of Mon(S) Organisation, CWC, Jalasoudha Building, HMT Road, Jalahalli, Bangalore. Bidders are requested to inspect these computers before submitting tender.</p> <p>B. 8 nos. of Lenova/ HP desktop computers.</p> <p>C. 1 no. of Intel PIV make desktop computer</p>	<p>Monitor: 22'' Full HD monitor with resolution 1920 x 1080 pixels or higher having DVI/HDMI/VGA ports</p> <p>CPU: Ryzen 3 1300x .</p> <p>Chipset & Mother Board: A320 chipset motherboard with inbuilt graphics along with wifi +Bluetooth PCIe card</p> <p>RAM : 8 GB DDR4 compatible with Mother Board and CPU</p> <p>Hard Disk Drive: 1 TB 7200 RPM SATA Hard Drive (internal)</p> <p>Cabinet: Micro ATX cabinet with 450W SMPS including fan (preferably Zebronic, Circle Stick Capsule or better)</p> <p>Keyboard and Mouse: Wireless key board and Wireless Mouse (Logitech)</p> <p>Networking Features: Integrated GBPS LAN Port, 10/100/1000 MBPS, IPv6 Ready.</p> <p>Operating system: original Windows 10 professional with license</p> <p>MS office : MS office 2016 Home and Student version with license</p> <p>Antivirus : Quick Heal Total Security (latest version)</p> <p>Note:</p> <ol style="list-style-type: none"> 1. upgradation work should be completed with the above configuration or better. 2. Onsite Warranty: 3 years comprehensive onsite warranty