

Government of India
Ministry of Jal Shakti
Department of Water Resources, RD & GR
Central Water & Power Research Station
Khadakwasla, Pune – 411 024

TENDER DOCUMENT

(e-PROCUREMENT MODE)

FOR WORK OF

**Fabrication, supply and testing of portable
Desilting Basin table model at CWPRS, Pune**

[Two Envelope with e-Bidding]



Government of India
Ministry of Jal Shakti
Department of Water Resources, RD & GR
**Central Water and Power Research Station
Khadakwasla, Pune-411024**

Telephones: 020-24103220

Email: cpc.cwprs-pune@gov.in

web: www.cwprs.gov.in

No. CWPRS/CPC/AAO(C)/NIT(58)/2019/

Dated: 20.09.2019

e - Notice Inviting Tender

The Scientist-C, Construction and Procurement Cell, CWPRS, Pune, on behalf of President of India, invites online e-tenders through the website <http://eprocure.gov.in/eprocure/app> (CPP Portal) under **single stage two bids system** of item rate/percentage rate/Lump Sum bids from eligible bidders/agencies/firms etc. of having experience of similar nature of works.

NIT No.	58/2019-20
Name of the Work	Fabrication, supply and testing of portable Desilting Basin table model at CWPRS, Pune
Earnest Money Deposit (EMD)/Bid Security	Amount: Rs. 5,000/-
Date of release of Tender through CPP Portal	20.09.2019 at 18.00 hrs.
Start date of free download of bid document through CPP Portal	21.09.2019 at 09.00 hrs
Pre – Bid Meeting	N/A
Last date for seeking clarification if any. (online only i.e through e-mail)	30.09.2019 up to 17.00 hrs
Date of Start of submission of online bid through CPP Portal	01.10.2019 at 11.00 onwards
Last date & time for submission of online bid through CPP Portal	17.10.2019 at 15.00 hrs.
Date & time for opening of technical bid (online) through CPP Portal	18.10.2019 at 15.00 hrs.
Date & time for opening of financial bid (online) through CPP Portal	Financial bids of those firms who are technically qualified will be opened online as early as possible.
Validity period of Bid	90 days from dead line of bid submission
Time limit for completion of Work	60 days from date of issue of Notification of Award / Work Order
Officer Inviting Bids	The Scientist – C, Construction & Procurement Cell (CPC), Central Water & Power Research Station, Khadakwasla, Pune-411024

1. Bid Documents can be downloaded from CWPRS website <http://www.cwprs.gov.in> or from the Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app> free of cost.
2. Bidders should enroll/register in the e-procurement module of Central Public Procurement Portal through the website <http://eprocure.gov.in/eprocure/app> for participating in the bidding process.
3. Bidders should also possess a valid Digital Signature Certificate (DSC) of Class-III for online submission of bids.
4. Bids received on CPP portal (<http://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.
5. 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.
6. The amount of Earnest Money Deposit (EMD)/Bid Security of **Rs. 5,000/-** in the form of Demand Draft/Fixed Deposit Receipts (FDR) of any Nationalized/ Scheduled Bank in favour of "**Pay and Accounts Officer, CWPRS, Pune**" payable at Pune with **a validity period of minimum 135 days from the date of opening of Technical Bids. If validity is less than the required period, the bid will be rejected.** The bidder should upload the scanned copy (.pdf) of the EMD along with Technical bid document.
7. **The original copy of EMD / Bid Security should be submitted to the office of Scientist-C, CPC, CWPRS, Pune on or before 18.10.2019 at 15:00 hrs by personally or through post or courier. The bid will be opened of those original EMD received by office within stipulated date and time. Other bids will not open and it will be treated as non-responsive and rejected.**
8. **No EMD exemption is allowed for this work. Hence the EMD exemption by producing MSME / NSIC or any certificate is not to be considered for this particular work as the MSME firms registered in NSIC under PP policy exempted from payment of EMD for supply of goods and services only.**
9. On opening date, the bidder can login and see the bid opening process. After opening the bids, he/she will receive the competitor bid sheets.
10. The bidders should upload the scanned copy of duly signed full bid documents (.pdf) along with compliance report/statement.
11. The bidder must ensure to quote his/her item rate / percentage rate /Lump-sum bid in the attached Bill of Quantity (**BoQ**) (Financial Bid) in Excel Format only.
12. All the tender documents (Technical & Financial bid) to be uploaded as per this tender are to be digitally or duly signed by the bidder.
13. **The lowest bidder (L1) shall physically submit the all uploaded documents as below within seven working days after uploading of financial approval of the bid in the office of Scientist-C, CPC, CWPRS, Pune. If the successive bidder fails to submit the certified copy of all uploaded documents at CWPRS within the specified period, his bid is liable to be rejected and he will be blacklisted for 3 years or more and his registration may also liable to be cancelled by approving authority**

14. All the communications with respect to the tender shall be addressed to:

The Scientist -C
Construction and Procurement Cell
Room No. 201, OCL Building
Central Water and Power Research Station (CWPRS)
Pune - Sinhagad Road, Khadakwasla
Pune – 411024, Maharashtra
Email : cpc.cwprs-pune@gov.in

The following documents shall be scanned and uploaded mandatorily on or before the last date for online submission of bids failing which the bid will be treated as non-responsive and shall be rejected.

COVER – I (Technical Bid)

- i. Fixed Deposit Receipt or Demand Draft of any nationalized or scheduled bank against EMD/Bid security.
- ii. Certificate of Registration for GST.
- iii. Work Experience Certificate of similar nature is to be considered only.
- iv. Digitally / Duly signed full tender documents (.pdf) along with compliance report/statement (if applicable).
- v. Scanned documents as per clause 5.2 & 14.3 of ITB

COVER – II (Financial Bid)

- i. Price Schedule / Bill of Quantities (BoQ)

Scientist-C
Construction and Procurement Cell

INVITATION FOR BIDS (IFB) FOR WORKS

Date: 20/09/2019
NIT No.:58/2019-20

1. Bidders are advised to note the minimum qualification criteria specified in the Bidding Documents in order to qualify for the award of the Contract.
2. The **Scientist –C, Construction and Procurement Cell, Central Water and Power Research Station, Pune-24** invites bids electronically from eligible firms/agencies for work of “**Fabrication, supply and testing of portable Desilting Basin table model at CWPRS, Pune**”. The bidders may submit Bids for execute the work as mentioned below:

Sl. No	Description of Work	Quantity	Location	Duration
1	Fabrication, supply and testing of portable Desilting Basin table model at CWPRS, Pune	As per Schedule of Works	CWPRS, Pune	60 days

3. The Bidding Document is available online and can be downloaded free of cost by logging on to the website <http://eprocure.gov.in/eprocure/app> or <http://www.cwprs.gov.in>. The bids are to be submitted online through the e-procurement portal only (<http://eprocure.gov.in/eprocure/app>). Bids submitted manually will not be accepted. The bidders would be required to register in the website which is free of cost.
4. For submission of the Bid, the Bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorized by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <http://eprocure.gov.in/eprocure/app>
5. Bids must be accompanied by Bid Security/EMD for the amount and in the form specified in the Bidding Document. Bid security shall have to be valid for **45 days** beyond the validity of the bid. Bids should be valid for **90 days** after the deadline date specified for submission. Procedure for submission of Bid Security is described in Para 7 below.
6. Bids must be submitted on <http://eprocure.gov.in/eprocure/app> on or before **15:00 hrs** on **17.10.2019** and will be opened online on **18.10.2019** at **15:00 hrs**. Record of bid opening will be electronically shared with bidders. If the office happens to be closed on the date of opening of the Bids as specified, the Bids will be opened on the next working day at the same time and venue. Any bid or modifications to bid (including discount) received outside e-Procurement System will not be considered. The electronic bidding system would not allow late submission of bids.
7. The Bidders are required to submit **original EMD/Bid Security in approved form** to Scientist – C, Construction & Procurement Cell (CPC), Central Water & Power Research Station, Khadakwasla, Pune-411024 at the address given below before the date and time specified for opening of the Bids on **18.10.2019** at **15:00 hrs** by registered post/speed post/courier or by hand, failing which the Bids will be declared non-responsive and will be rejected.

8. Other details can be seen in the bidding documents. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the Bidder's responsibility to verify the website for the latest information related to the Bid.

Name and address of Purchaser

***The Scientist 'C'
Construction and Procurement Cell
Room no.201, OCL Building
Central Water and Power Research Station
Pune – Sinhagad Road
Khadakwasla, Pune-411024***

Tel. No: +91-20-24103220

Fax No. +91-20-24381004

Email : cpc.cwprs-pune@gov.in

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SECTION 1 - INSTRUCTIONS TO BIDDERS

Section 1 - Instructions to Bidders (ITB)

A. General

1. Scope of Bid

- 1.1 The Purchaser, namely **Scientist 'C', Construction and Procurement Cell, CWPRS, Khadakwasla, Pune - 24** issues these Bidding Documents for the execute the works and related services as specified in **Section 5** Schedule of Requirements. The name and identification number of this work is **58/2019-20**

2. Source of Funds

- 2.1 The expenditure to be incurred for this intended execution of work will be met from the funds available with the purchaser named in the Schedule of Quantities, hereinafter referred to as "the purchaser"

3. Eligible Bidders

- 3.1 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. This invitation for online bids is open to all bidders, who fulfill the eligibility criteria as well as the Qualification criteria, incorporated in this document.

4. Amendment of online bidding documents

- 4..1. At any time prior to the deadline for submission of online bids, the purchaser may, for reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the online bidding documents by amendment.
- 4..2. The Amendment will be notified on the CPP portal as corrigendum. Bidders may check the CPP portal for corrigendum, if any. No separate notification will be sent to Bidders by email /Fax / Phone etc. in this regard.
- 4.3 In order to provide the prospective bidders with reasonable time in which to take the amendment into account in preparing their online bids, the purchaser may, at its discretion, extend the deadline for the submission of online bids and other allied time frame having linkage with that deadline

B. Preparation of Bids

5. Documents Comprising the Bid

- 5.1 The Bid shall comprise Two Parts, namely the **Technical Part** and the **Financial Part**. These two Parts shall be submitted simultaneously
- 5.2 The **Technical Part of Bid** shall comprise the following:

- (a) Letter of Bid – Technical Part in accordance with ITB Clause 6;
- (b) Bid Security in accordance with ITB Clause 12;
- (c) Documentary evidence in accordance with ITB Clause 10 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (d) Performance Statement of bidders for similar nature of work executed during the last 3 years, in accordance with ITB 10.2;
- (e) List of Works & Related Services indicating Bidder's offered duration period, on the form given in Section 5.

5.3 The **Financial Part of Bid** shall comprise the following:

- (a) **Bill of Quantities (BoQ)** (using the Schedule uploaded with the bidding documents) wherein the rates shall be entered online.

6. Letter of Bid and Bill of Quantities

6.1 The Bidder shall submit the **Letter of Bid – Technical Part**, and **Bill of Quantities (BoQ)** using the forms furnished in **Section 3**, Bidding Forms. The forms must be completed without any alterations to the text. All blank spaces shall be filled in with the information requested.

7. Alternative Bids

7.1 **Alternative bids shall not be considered.**

8. Bid Prices and Discounts

8.1 Price Schedules shall conform to the requirements specified below.

8.2 The price to be quoted in the Financial Part (Bill of Quantities) shall be the total price of the Bid (**as per BoQ**)

8.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.

8.4 Prices shall be quoted as specified in the Bill of Quantities (BoQ) included in Section 3, Bidding Forms as stated below:

- (i) **The cost of the work quoted shall be including Goods and Services Tax (GST), transportation, insurance, and other local services required to execute the work at Final Destination i.e Project Site, namely CWPRS, Pune shall be quoted in BoQ in the specified column as per BoQ.**

9. Currencies of Bid

9.1 The Bidder shall quote in **Indian Rupees** only **in BoQ**.

10. Qualifications of the Bidder and Documentary Evidence

10.1 The documentary evidence of the Bidder's qualifications to perform the contract, shall be submitted as part of its Technical Part of Bid, to establish to the Purchaser's satisfaction:

(a) that the Bidder meets the following qualification criterion:

The bidder should have completed at least three (3) works of similar nature each of value 40% of estimated cost or two (2) works of value 50% or one (1) work of value 80% in the last 3 years. The works must have been completed on or before the due date of the present bid opening. Otherwise, the bid will be treated as non-responsive, and shall be rejected.

10.2 The Bidder shall also submit with its Bid, details of similar works executed during the **last 3 years** preceding the deadline for Bid submission, using the **Proforma for Performance Statement included in Section 3**. Bidders shall invariably furnish documentary evidence (End User's certificate) as specified above.

10.3 Bids from Joint Ventures are not acceptable

11. Period of Validity of Bids

11.1 Bids shall remain valid for the period of **90 days** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive

12. Bid Security

12.1 The Bidder shall furnish as part of its Technical Part of Bid, a Bid Security/EMD, in original for an amount of **INR 5,000/-** in favour of "**Pay and Accounts Officer, CWPRS, Pune**", **payable at Pune**.

Bid Security/EMD should be in one of the following forms:

- (i) Demand Draft (DD) issued by a nationalized/scheduled bank; or
- (ii) Fixed Deposit Receipt (FDR) certificates issued by a nationalized/scheduled bank for equivalent or higher values are acceptable.
- (ii) The Bid Security / EMD shall be valid for forty-five (45) days beyond the original validity period of the Bid**
- (iii) No EMD exemption is allowed for this work. Hence the EMD exemption by producing MSME / NSIC or any certificate is not to be considered for this particular work as the MSME firms registered in NSIC under PP policy exempted from payment of EMD for supply of goods and services only**

12.2 If a Bid is not accompanied by a substantially responsive Bid Security / EMD, it shall be rejected by the Purchaser as non-responsive.

12.3 Bid Security / EMD of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB **32**.

12.4 The Bid Security / EMD of the un-successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.

12.5 The Bid Security / EMD may be forfeited:

- (a) if a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
- (b) if the successful Bidder fails to:

- (i) sign the Contract in accordance with ITB 31; or
- (ii) Furnish a performance security in accordance with ITB 32.

13. Preparation and Signing of Bid

- 13.1 The Bidder shall prepare the Bid as per details given in ITB 14.
- 13.2 The Bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The name and position held by person signing the authorization must be typed or printed below the signature.
- 13.3 Corrections, if any, in the bid can be carried out by editing the information before electronic submission on CPP Portal <http://eprocure.gov.in/eprocure/app>

C. Submission and Opening of Bids

14. Electronic Submission of Bids, and Submission of Original Documents

- 14.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-Procurement 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 IFB and details of Works for which Bids are invited. However, every Bidder has to enrol/ 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 CPP Portal. 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, inspect the site (if required) to acquire knowledge of work to be executed and submit the specified documents, along with the Bid, otherwise the Bid may liable to be rejected.

- 14.2 The Bidder shall submit Bid in two separate online folders **simultaneously**, i.e. Folder 1, for the **Technical Part** and Folder 2 - for the **Financial Part**.
- 14.3 The '**Technical Part of Bid**' submitted online by the Bidder shall comprise the following documents and the Bidder shall upload scanned copies of these documents with the Bid.
 - (i) **Letter of Bid – Technical Part** as per format given in Section 3;
 - (ii) **Bid Security** in accordance with ITB 12;
 - (iii) **Delivery Period Offered**: List of Works & Related Services indicating Bidder's offered delivery period, on the form given in Section 5;
 - (iv) **Performance Statement** of bidder for similar nature of works executed during the last 3 years as per ITB 10.1 (a).
 - (v) **Qualifications of the Bidder**: Documentary evidence of Bidder's

qualifications to perform the Contract.

- (vi) **Authorized address and contact details** of the Bidder having the following information:

Name of Firm
Address for communication
Telephone No.(s): Office
Mobile No.
Facsimile (FAX) No.
Electronic Mail Identification (E-mail ID)

14.4 The Technical Part of Bid shall not include any financial information related to the Bid price. Where any financial information related to the Bid price is contained in the Technical Part of Bid, the Bid shall be declared non-responsive.

14.5 **The Financial Part of Bid** submitted online by the Bidder shall comprise the following:

- (a) **Bill of Quantities (BoQ) wherein the rates shall be entered online.** The quoted rate should be less / excess of the estimated cost of the work in the specified column of the BoQ. The Bid Price would be calculated automatically by the System and displayed.

14.6 All documents are required to be signed digitally by the Bidder. The System generates a Unique Bid Identification Number, time stamped as per server time, as an acknowledgement for Bid submission.

14.7 **Submission of Original Documents**

Bidders are required to submit the following documents in original to the Purchaser's office.

- (i) **Original Bid Security / EMD in approved form**

The original Bid Security / EMD documents should be received by the Purchaser **before the date and time fixed for opening of Technical Part of Bids (18/10/2019 at 15:00 hrs)** either by registered/speed post/courier or by hand, failing which the Bid will be declared non-responsive, and will not be opened. Hard copies of Bids or any other documents are not required to be submitted.

14.8 Any Bid or modifications to Bid (including discount) received outside the e-Procurement System (**CPP Portal**) shall not be considered.

14.9 **Bids submitted manually or by Telex, or Cable or by Fax will be rejected as non-responsive**

15. **Deadline for Submission of Bids**

15.1 Bids must be uploaded online no later than the **17.10.2019 at 15:00 hrs**. A Bidder may modify its Bid any number of times by using the appropriate option for Bid modification on the e-Procurement Portal, before the deadline for submission of Bids. The last modified Bid submitted by the Bidder within the deadline for bid submission shall be considered as the Bid. The modification and consequential re-submission of Bids is allowed any number of times.

15.2 A Bidder may withdraw its Bid by using the appropriate option for Bid withdrawal, before the deadline for submission of Bids. However, if a bid is withdrawn, re-submission of the Bid is allowed within the stipulated period of submission of bids

16. Late Bids

- 16.1 The electronic bidding system would not allow any late submission of Bids after due date and time as per server time

17. Opening of Technical Parts of Bids

- 17.1 The Purchaser shall open Technical Parts of all Bids online in the Purchaser's office, on **18.10.2019 at 15:00 hrs**, and this can also be viewed by the Bidders online. The Financial Parts of the Bids shall remain unopened in the e-Procurement System, until the evaluation of the Technical Parts of the Bids.

In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids will be opened at the appointed time and location on the next working day.

- 17.2 In all cases, original documents submitted as specified in ITB 14.7 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 14.7 will be declared non-responsive and will not be opened.

- 17.3 The Purchaser shall prepare a record of the Technical Part Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification.

The Technical Part Bid opening summary will be uploaded on the e-Procurement Portal (**CPP Portal**).

- 17.4 Only Technical Parts of Bids that are opened at Bid opening shall be considered further for evaluation.

D. Evaluation of Bids

18. Confidentiality

- 18.1 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

- 18.2 From the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing through e-mail.

19. Clarification of Bids

- 19.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be through e-mail.

E. Evaluation of Technical Parts of Bids

20. Evaluation

- 20.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

- 20.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without any deviation, reservation, or omission.
- 20.3 Evaluation of Technical Parts of Bid with respect to documents and information furnished in the Bid pursuant to ITB Clause 14.3 shall be taken up. The Purchaser will determine whether each Bid (a) has been properly signed; (b) is accompanied by the Bid Security/EMD of requisite amount and validity in the approved form; (c) meets the eligibility criteria (d) Duration Period offered meets the specified requirements; and (e) has furnished details of work experience .
- 20.4 Bids offered duration of time beyond the stipulated time will be treated as non-responsive.
- 20.5 General conditions of Contract stipulate payment schedule offered by Purchaser. If the Bid deviates from that schedule, the Bid will be treated as non-responsive.
- 20.6 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser.
- 20.7 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in ITB Clause 10.

21. Notification of Result of Evaluation of Technical Parts

- 21.1 Only Bids that are substantially responsive to the bidding document, and meet all Qualification Criteria shall qualify for opening of the Financial Parts of their Bids.
- 21.2 Evaluation of Technical Parts of Bid will be completed by the Purchaser, and a list will be drawn up of the qualified bidders whose Financial Part of Bids will be eligible for opening.
- 21.3 Purchaser shall notify through CPP Portal those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them as under:
 - (a) That their Technical Part of Bid failed to meet the requirements of the bidding document; and
 - (b) That their Financial Part of the Bid shall not be opened.
- 21.4 The result of evaluation of the Technical Parts of Bid shall also be made available on e-Procurement Portal.
- 21.5 The Purchaser shall notify through CPP Portal those Bidders whose Technical Parts of Bids have been evaluated as substantially responsive as under:
 - (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
 - (b) their Financial Part of Bid will be opened online as early as possible.

F. Online Opening and Evaluation of Financial Parts of Bids

22. Opening of Financial Parts of Bids

- 22.1 The financial bids shall be opened online on the CPP portal on the notified date. All the bidder's names, the Bid prices, the total amount of each bid, including any other details can be viewed online at the time of financial bid opening.
- 22.2 The electronic financial summary of the bid opening will be generated online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online.

23. Correction of Arithmetical Errors

- 23.1 The e-Procurement 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

24. Evaluation of Financial Parts of Bids

- 24.1 During the detailed evaluation of Financial Parts of Bid, the substantial responsiveness of the Bids will be further determined with respect to those bid conditions i.e. Bill of Quantities (BoQ). The Purchaser shall confirm that the following documents are in accordance with the requirements specified in the bidding document. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bill of Quantities (BoQ) in accordance with ITB Clauses 6, 8 & 9.
- 24.2 If a Bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation

25. Determination of Evaluated Bid prices

- 25.1 The Purchaser shall evaluate each Bid that has been determined, up to this stage, to be substantially responsive.
- 25.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 25.3. No other criteria or methodology shall be permitted.
- 25.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) **Bids will be evaluated for the combined cost of all the items mentioned in BoQ and the Contract will be awarded to the lowest evaluated (L1) Bidder.**

26. Comparison of Bids

- 26.1 The Purchaser shall compare all substantially responsive bids evaluated in accordance with ITB Clause 25.3 to determine the lowest evaluated Bid.

27. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

- 27.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders

G. Award of Contract

28. Award Criteria

- 28.1 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.

29. Purchaser's Right to Vary Quantities at Time of Award

- 29.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of work and Related Services originally specified in Section 5, Schedule of Requirements, provided the variation does not exceed **100%** and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Documents.

30. Notification of Award; Publication of Award & Recourse to unsuccessful Bidders

- 30.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, online/in writing, that its Bid has been accepted. The Purchaser shall enclose with Notification of Award, the Contract Agreement Form duly filled in for getting it signed by the selected Bidder.
- 30.2 Until the formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 30.3 The Purchaser shall publish on <http://eprocure.gov.in/eprocure/app>, the results identifying the Bid the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of Bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- 30.4 Upon the successful Bidder's furnishing of the Performance Security in accordance with ITB Clause 32 and signing the Contract Agreement Form pursuant to ITB Clause 31, the Purchaser will promptly notify each unsuccessful Bidder through CPP portal.

31. Signing of Contract

- 31.1 The successful Bidder shall sign with date, the Contract Agreement Form sent by the Purchaser pursuant to ITB 30.1, and return it to the Purchaser within 15 days of the date of receipt of the Notification of Award.

32 Performance Security

- 32.1 Within **fifteen (15) days** of the receipt of Notification of Award/Work Order from the Purchaser, the successful Bidder shall furnish the Performance Security in the form specified in the GCC in favour of "**PAO, CWPRS, Pune**". The bidders may see the name of the winning Bidder and the names of unsuccessful bidders on CPP Portal.

- 32.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security in accordance with ITB 12.5.
- 32.3 **Amount of Performance Security is 10 % of the contract value, valid up to **Twelve months** of liability period beyond the date of completion of work**

Section 2 - General Conditions of Contract

Section 2 - General Conditions of Contract

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Section 2 - General Conditions of Contract

1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Bidder as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) "Day" means calendar day.
- (e) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "GCC" mean the General Conditions of Contract.
- (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) "Purchaser's Country" is India.
- (i) "Purchaser" means the entity executing of work and related services, as specified in the Contract Agreement.
- (j) "Related Services" means the services incidental to the execution of work, such as insurance, installation of equipments, transportation of equipments, data collection, start-up, training and initial maintenance and other such obligations of the bidder under the Contract.
- (k) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the execution of any part of the Related Services is subcontracted by the Bidder.
- (l) "Bidder" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (m) "The Project Site," where applicable, means the place where the execution of work is carried out named in the Contract Agreement.

2. Fraud and Corruption

- 2.1 If the Purchaser determines that the Bidder has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Bidder terminate the Bidder's employment under the Contract and cancel the contract without prejudice to the other sanctions established in law.

3. Governing Law

- 3.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

4. Settlement of Disputes

- 4.1. The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract
- 4.2. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration by a sole arbitrator not below the level of retired Chief Engineer /Superintending Engineer (not connected in part or whole with this project in his service) to be appointed by Purchaser. Arbitration may be commenced prior to or after execution of work under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in Arbitration and Conciliation Act 1996.
- 4.3. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Bidder any monies due the Bidder.

5. Scope of Work

- 5.1 The execution of work and related services shall be as specified in the Contract Agreement.

6. Duration/Time Limit

- 6.1 The Duration for completion of the work and related services shall be in accordance with the completion schedule specified in the Schedule of Requirements

7. Bidder's Responsibilities

- 7.1 The Bidder shall execute the work and related services included in the Scope of Work in accordance with GCC Clause 5, and the Duration for complete the work, as per GCC Clause 6.

8. Contract Price

- 8.1 Prices charged by the Bidder for the execution of work and the related services performed under the Contract shall not vary from the prices quoted by the Bidder in its bid.

9. Terms of Payment

- 9.1 The Contract Price shall be paid, as specified in the Contract Agreement as under:
- (a) **The payment shall be made in the form of running account bill or first and final bill as per the actual work done at site subject to satisfactory completion and as per specifications of the schedule of works.**
 - (b) The payment shall be made within 30 days after receipt of the bill in the standard format from the requisition officer along with the all relevant documents **in all respect or the Acceptance Certificate issued by the Purchaser's representative whichever is later.**
 - (c) There is no recovery for water charges, but a sum @ 2 % of the gross amount of the bill shall be deducted from bill of the contractor towards the Income tax and 3% surcharge/cess on income tax. Form 16 A for Tax Deducted at Source (TDS) will be issued to the contractor after the end of the financial year.
 - (d) All other mandatory taxes will be deducted as per applicable rate from the bill
 - (e) **The payments shall be made in Indian Rupees to the Bidder under this Contract.**

10. Taxes and Duties

- 10.1 The Bidder shall be entirely responsible for all taxes including GST, duties, license fees, etc., incurred until completion of the work of the contracted by the Purchaser

11. Performance Security

- 11.1 **The Bidder shall, within Fifteen (15) days of the notification of contract award, provide a performance security for the performance of the Contract for an amount of 10 % of the contract value, valid up to twelve months of liability period beyond the date of completion of work**
- 11.2 The Performance Security shall be in the form of a FDR or Bank Guarantee drawn in favour of **"Pay and Accounts Officer, CWPRS, Pune"** payable at Pune, which shall be issued by any Nationalized/Scheduled bank in India.
- 11.3 The Performance Security shall be discharged by the Purchaser and returned to the Bidder not later than twenty-eight (28) days following the date of Completion of the Bidder's performance obligations under the Contract, including **Twelve months of liability period beyond the date of completion of work**

12. Specifications and Standards

12.1 Technical Specifications and Drawings

- (a) The scope of work and related services under this contract shall conform to the technical specifications and standards mentioned in **Section 5**, Schedule of Requirements.

13. Inspections and Tests

- 13.1 The periodical inspections and tests shall be conducted by the Purchaser during the execution of work at the project site.
- 13.2 The Purchaser may reject any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The bidder shall either rectify or replace such rejected work or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser.

14. Liquidated Damages

- 14.1 If the Bidder fails to execute the work any or all of the works by the Date(s) of time limit or perform the related services within the period specified in the Contract, the Purchaser may deduct from the Contract Price, as liquidated damages, a sum equivalent to **0.5%** of the contract value of the delayed work for each week or part thereof of delay until actual completion or performance, up to a maximum deduction of **10%** of the Contract value.

15. Warranty / Liability Period

- 15.1 The bidder warrants that the work executed by him free from defects arising from any act or arising from workmanship, under normal use in the conditions prevailing in the country of final destination.
- 15.2 The liability period is of **Twelve Months** after the completion of the work, or any portion thereof as the case may be, have been delivered to and accepted at the final destination/ Project site indicated in the Contract Agreement.
- 15.3 Upon receipt of such notice, the bidder shall, within 30 days, expeditiously repair or replace the defective workmanship/Goods or parts thereof, at no cost to the Purchaser.

16. Extensions of Time

- 16.1 If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the works or completion of related services, the Bidder shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Bidder's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 16.2 Any delay by the Bidder in the performance of its completion of work and Completion obligations shall render the bidder liable to the imposition of liquidated damages pursuant to GCC Clause **14**, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause **16.1**.

17. Termination

17.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate the Contract in whole or in part:
 - (i) If the Bidder fails to execute the works any or all of the works within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 16;
 - (ii) If the Bidder fails to perform any other obligation under the Contract; or
 - (iii) If the Bidder, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 2, in competing for or in executing the Contract
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 17.1(a), the Purchaser may execute, upon such works and in such manner as it deems appropriate, works or related services similar to those not performed, and the Bidder shall be liable to the Purchaser for any additional costs for such similar works or related services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

18. Assignment

- 18.1 Neither the Purchaser nor the Bidder shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**Government of India
CENTRAL WATER AND POWER RESEARCH STATION
Khadakwasla, Pune-24**

Item Rate/ Percentage rate/ Lump-sum Tender and contract for works

(A) Tender/bid for the work of:

**Fabrication, supply and testing of portable Desilting Basin table model at
CWPRS, Pune**

- (i) To be submitted online / uploaded by **15:00Hrs on 17/10/2019**
- (ii) To be opened online at **15.00** Hours on **18/10/2019** in the office of Scientist-C, CPC, CWPRS, KHADAKWASLA, Pune-24.

TENDER / BID

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

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable. We agree to keep the tender open for **Ninety (90) days** from the due date of its opening and not to make any modification in its terms and conditions.

A sum of **Rs.5,000/-** in the form of Demand Draft / FDR issued by a scheduled bank as earnest money. I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in **Clause 12.2 and 12.3** of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the retendering process of the work.

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

Dated:

Witness:

Signature of Contractor Address:

Postal Address Occupation:

PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE "A"

a) Schedule of work and bill of quantity (Enclosed)

SCHEDULE "B"

Schedule of materials to be issued to the contractor.

<i>S.No</i>	<i>Description of item</i>	<i>Qty</i>	<i>Rates in figures & words at which the material will be charged to the contractor.</i>	<i>Place of issue</i>
1	2	3	4	5
----- NIL -----				

SCHEDULE "C"

Tools and plants to be hired to the contractor: -

<i>S.No</i>	<i>Description</i>	<i>Hire charges per day</i>	<i>Place of issue</i>
1	2	3	4
----- NIL -----			

SCHEDULE 'D'

Extra schedule for specific requirements/document for the work, if any : - **Nil**

SCHEDULE 'E'

Reference to General conditions of contract	:	General Condition of Contract of 2014 CPWD form -7 modified and corrected upto date
Name of Work	:	Fabrication, supply and testing of portable Desilting Basin table model at CWPRS, Pune
Estimated cost of work	:	Rs. 2,50,000/-
Earnest Money	:	Rs. 5,000/-
Performance Security / Guarantee	:	10% of Contract Value

SCHEDULE 'F' : GENERAL RULES & DIRECTIONS

Officer inviting tender	:	Scientist-C, CPC, CWPRS, Pune-24
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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: See below.

DEFINITIONS:**Engineer -in- Charge:**

Civil/Electrical/Mechanical/other specialized works	:	Scientist-C, CPC, CWPRS, Pune-24
Authority	:	Director, CWPRS, Pune-24
Percentage on cost of materials and Labour to cover all overheads and profits	:	NA

Standard Schedule of Rates:

Civil/Electrical/Mechanical/other specialized works	:	Delhi Schedule of Rates- 2018 (Civil) with Up to date Correction slips or Market rates
Department	:	CWPRS, Pune - 24
Standard CPWD Contract Form	:	GCC-2014, CPWD Form 7 modified & Corrected up to last date of submission of online bid

Clause 1

i	Time allowed for submission of Performance Security/ Guarantee, from the date of issue of Notification of award/ letter of acceptance	:	15 Days
ii	Maximum allowable extension with late fee @0.1% Per day of Performance Security / Guarantee amount provided in (i) above:	:	25 Days

Clause 2

Authority for fixing compensation under Clause- 2	:	Director, CWPRS, Pune
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Clause 2A

Whether Clause 2A shall be applicable	:	No
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Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start	:	25 Days
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Table of Mile stone(s) : Not Applicable

Time allowed for execution of work: : 60 Days

Authority to decide:

- (i) Extension of time : Director , CWPRS, Pune-24
- (ii) Rescheduling of mile-stones: : Director, CWPRS, Pune-24.
- (iii) Shifting of date of start in case delay in handing over of site : Director, CWPRS, Pune-24

Clause 6**Clause applicable – (6 or 6A) : 6****Clause 7**

Gross work to be done together with net payment /adjustment of advances for material collected, If any, since the last such payment for being eligible to interim payment	:	Not Applicable
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Clause 7A**: Not Applicable****Clause 10 A**

List of testing equipment to be provided by the contractor at site	:	As per Purchaser decisions
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Clause 10 B (ii)

Whether clauses 10 B (ii) shall be applicable	:	No
---	---	-----------

Clause 10 C

Component of labour expressed as percent of value of work	:	30%
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Clause 10CA

Materials Covered under this clause	Nearest Material (other than cement, Reinforcement bars and structural Steel) for which All India Wholesale Price Index to be followed.	Base Price of all the materials covered under clause 10CA*	Corresponding Period
---- NIL----			

Clause 10CC**: Not Applicable****Clause 11**

Specifications to be followed For execution of work	:	CPWD Specification 2009, Vol. I to II with up-to-date correction slips
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Clause 12

Type of Work	:	Original Work/Maintenance work / specialized work
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Clause 12.2 & 12.3

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building /other work	:	NA
---	---	-----------

- 12.5 (i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work. (except items mentioned in earthwork sub head in DSR & related items.
- ii) Deviation limit for items mentioned in earth work subhead of DSR & related items

Clause 16

Competent Authority for deciding reduced rates	:	Director, CWPRS, Pune
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Clause 18

List of mandatory machinery, tools and plants to be deployed by the contractor at site:	:	As per requirement
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Clause 25**Constitution of Dispute Redressal Committee:**

For claims below Rs 25 lakhs	For claims above Rs 25 lakhs
Director ,CWPRS, Pune	Director ,CWPRS, Pune

Clause 31/31A: The contractor shall make his own arrangement of water as per clause-31.

Section 3 – Bidding Forms

Section 3 – Bidding Forms

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Letter of Bid –Technical Part

INSTRUCTIONS TO BIDDERS: PLEASE DELETE THIS BOX ONCE THE DOCUMENT HAS BEEN COMPLETED.

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for Bidder's guidance in preparing these forms and shall be deleted from the final products.

Our Reference: No.....

Dated.....

To:

**The Scientist 'C'
Construction and Procurement Cell
Central Water and Power Research Station
Khadakwasla, Pune-411024**

Subject: **Fabrication, supply and testing of portable Desilting Basin table model at CWPRS, Pune**

Ref : **NIT No. 58/2019-20**

Sir,

1. We, the undersigned, hereby submit our Bid, in two parts, namely:

- (a) Technical Part; and
- (b) Financial Part

2. In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the Bidding Documents;
- (b) **Conformity:** We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services
- (c) **Bid Validity Period:** Our bid shall be valid for the period of **90 days**, from the deadline fixed for the bid submission, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) **Performance Security:** If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 32 and GCC Clause 11 for the due performance of the Contract;
- (e) **Eligibility:** We meet the eligibility requirements and have no conflict of interest;

- (f) **One Bid Per Bidder:** We are not participating in more than one bid in this bidding process;
- (g) **Government owned entity:** We are not a government owned entity/ We are a government owned entity but meet the requirements specified in the World Bank’s Guidelines referred to in ITB 3.1
- (h) **Ineligibility:** Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract - has not been declared under Indian laws or official regulations;
- (i) **Binding Contract:** We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (j) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (k) **Suspension and Debarment:** We have not been debarred from participation in bidding/removed from approved list (dealings suspended) by the Central or any State Government.
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of Collusion, Fraud and Corruption.
- (m) **Prevention of Corruption Act:** We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, “Prevention of Corruption Act 1988.”

Yours faithfully,

Authorized Signature

Name & Title of Signatory _____

In the capacity of *[insert legal capacity of person signing the Letter of Bid]*

Name of Bidder _____

Address _____

Dated on _____ day of _____, _____ *[insert date of signing]*

Percentage BoQ

Tender Inviting Authority: **The Scientist – C, CPC, CWPRS, Pune – 24**

Name of the Work : **Fabrication, supply and testing of portable Desilting Basin table model at CWPRS, Pune**

NIT No. **58/2019-20**

Name of the Bidder/Bidding Firm/Company : _____

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sr. No	Specifications/Description of Works	Quantity	Unit	Estimated Cost in INR	Total Amount in INR (Including GST and all other Taxes etc)	Total amount in words
1.0	Fabrication, supply and testing of portable Desilting Basin table model at CWPRS, Pune	1.00	Job	250000.00	250000.00	INR Two Lakh Fifty Thousand only
Total in figures					250000.00	INR Two Lakh Fifty Thousand only
Quoted rate in figures						
Quoted rate in Words						

Note :

- 1) The contractor should quote the rate less / excess on the estimated cost as per dropdown in BoQ excel file
- 2) The quoted percentage (less / excess) is applicable to all items of the schedule of works.
- 3) The quoted rate is inclusive of GST, all other taxes, transportation, manpower etc. Nothing extra will be paid.

PROFORMA FOR PERFORMANCE STATEMENT

[Reference: ITB 11.2]

Proforma for Performance Statement (for a period of last 3 years)

NIT No. **58/2019-20**

Date of opening. **18.10.2019**

Time **15:00 Hours**

Name of the Bidder _____

S.no	Name of Employer	Description of work	Contract No. and date	Value of contract (Rs. Lakhs)	Stipulated Date of completion	Actual date of completion	Remarks explaining reasons for delay in completing the work
1							
2							
3							
4							

Signature and seal of the Bidder

Section 4 – Contract Forms

Section 4 – Contract Forms

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1. NOTIFICATION OF AWARD

[On letter head of the Purchaser]

..... *[Date]*

To:

[Name and address of the Supplier]

Subject: Notification of Award for Contract No.

This is to notify you that your Bid dated *[Insert date]*for execution of the *[Insert name of the contract and identification number]*for the Accepted Contract Amount of *[Insert amount in numbers and words in Rupees]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by the Purchaser.

Contract Agreement to be executed is attached. You are requested to sign it with date and return it to the Purchaser within 15 days of the date of Notification of Award, along with the Performance Security for an amount of INR..... *[Insert amount equivalent to 10% of the Contract value]* valid up to..... *[Insert date]* in one of the forms stipulated in the GCC.

This concludes the Contract.

Authorized Signature: _____

Name and Title of Signatory: **B. Suresh Kumar, Scientist 'C', CPC**

Name of Agency: **Central Water and Power Research Station, Pune-24**

Attachment: Contract Agreement complete with Conditions of Contract

2. CONTRACT AGREEMENT

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

- (1) **The Scientist 'C' Construction and Procurement Cell, Central and Power and Research Station, Khadakwasla, Pune-24**, an Office under the Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India and having its principal place of business at Sinhagad Road, Khadakwasla, Pune-24 *[insert address of Purchaser]* (hereinafter called "the Purchaser"), and
- (2) *[Insert name of Bidder]*, a corporation incorporated under the laws of *[insert: country of Bidder]* and having its principal place of business at *[insert: address of Bidder]* (hereinafter called "the Bidder").

WHEREAS the Purchaser invited bids for works and ancillary services, viz., **Fabrication, supply and testing of portable Desilting Basin table model at CWPRS, Pune** and has accepted a Bid by the Bidder for the execution of work and Services at the Project Site, namely **CWPRS, Khadakwasla, Pune - 24**, in the sum of *[insert Contract Price in words and figures, expressed in Indian Rupees]* (hereinafter called "the Contract Price").

[Purchase should insert a Table here giving complete details of Goods and Related Services, quantities ordered, their prices and the accepted delivery schedule.]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) The Purchaser's Notification of Award/Work Order
 - (c) Letter of Bid and original Price Schedules
 - (d) General Conditions of Contract
 - (e) Technical Requirements (including Schedule of Requirements and Technical Specifications)

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Bidder hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the works and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of **Scientist 'C', CPC, CWPRS, Khadakwasla, Pune-24***[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Attachment: Contract Conditions

[Purchaser should attach the GCC]

3 Performance Security

(Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: "Pay and Account Officer, CWPRS, Pune" *[insert name and Address of Purchaser]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

² *Insert the date sixty days after the Completion Date of the Supply or Completion of Warranty in case Warranty is applicable. The Purchaser should note that in the event of an extension of this date for completion of the Contract or the Warrant obligations, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months]/[one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

PRE CONTRACT INTEGRITY PACT

Ref : MOWR OM NO. 11/23/2011-IFD dt.20.09.2011

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of _____, between, on one hand, the President of India acting through Scientist-C, Construction and Procurement Cell (CPC), of the officer, Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any Influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto agree to enter into this Integrity Pact and agree as follows:

COMMITMENTS OF THE BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BUDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any

particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(S) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prime facie found to be
- 3 correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealing related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceeding under the contract would not be stalled.

COMMITMENTS OF BIDDERS

- 4 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 4.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4* BIDDERS shall disclose the name payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiation or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract of impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any persona acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling tender.

The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money Deposit:

Fabrication, supply and testing of portable Desilting Basin table model at CWPRS, Pune

While submitting commercial bid, the BIDDER shall deposit an amount **Rs. 5,000/-** (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments.

- (i) **Bank Demand Draft / FDR in favour of Pay and Accounts Officer, CWPRS, Khadakwasla, Pune-24**

5.1 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER (s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments. Already made by the BUYER, along with the interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER (s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance bond incase of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1830 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor (s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

Independent Monitors

8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Name and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

- 8.6 The BIDDER (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to the specified period or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at CWPRS, Pune-24 on _____

BIDDER

SCIENTIST-C
CHIEF EXECUTIVE OFFICER
CONSTRUCTION AND PROCUREMENT CELL
CWPRS, KHADAKWASLA, PUNE-24

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

Section 5 – Schedule of Requirements

SECTION 5 – SCHEDULE OF REQUIREMENTS

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3. SCHEDULE OF WORKS AND ITS SPECIFICATIONS	56
4. SPECIAL TERMS AND CONDITIONS	57
5. FIGURES.....	59

1. LIST OF WORKS & RELATED SERVICES AND DURATION PERIOD

Line Item No.	Description of Works and Related Services	Quantity	Physical unit	Final Destination (Project site)	Duration for completion of work from the date of the Contract	Bidder's offered Duration <i>[to be provided by the Bidder]</i>
1	2	3	4	5	6	7
<i>[insert item No]</i>	<i>[insert description of Works/Related Services]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days from the date of the Contract]</i>	<i>[insert the number of days from the date of the Contract]</i>
1	Fabrication, supply and testing of portable Desilting Basin table model at CWPRS, Pune	As per the Schedule of works		CWPRS, Pune	60 days	

Note:

1. All details should be filled in by Purchaser except for Column 7.
2. Time Period offered by the Bidder should be filled in Column 7 by the Bidder.

2 Scope of Work

Design, develop, manufacture, supply, test and trial of laboratory / exhibition purpose working of portable “Desilting Basin” table model for CWPRS, Pune

Theme for the portable “Desilting Basin Table Model”:

In the modern era, technologies and innovations in Instrumentation, Computing, Software, and Communication need to be deployed for “Optimizing the flushing operation (flushing discharge, duration and volume of sediment removed)”. CWPRS, Pune as a part of its continual efforts & research for modernization and improvisation for methods and technologies for water resources and irrigation management etc., desirous to built working model for “Desilting Basin” for the purpose of demonstration, exhibition and training to Water Resources & Mitigation of Flood management officials pan India.

Providing and fabricating portable desilting basin table model in 10 mm thick clear transparent imported Perspex sheets with inside overall smooth finished surface of approx. 0.070 sq. m cross sectional area with detachable parts as per shape and size shown in drawings with silt flushing tunnel fabricated in 6 mm thick Perspex sheet to be fixed at the bottom of basin with circular holes of specified size and at specified distance with all over totally leak proof joints when all parts fitted together and the main assembly to be supported on aluminum extrusion channel of approved size to withstand the weight of flowing water in the model in addition to the self weight and with 1 m static water pressure and detachable parts when fixed with stainless steel nut bolts and providing two or more HDPE/PVC valves as per drawing for controlling the flow and to be fixed on 12 mm thick water proof plywood with adjustable/foldable table arrangement as per drawing to be in presentable form at exhibitions as per directions. Inlet and outlet of the model to be joined with the help of flanges by providing FRP fabricated tank at bottom of the box as per drawing with heavy duty stiffeners with a one H.P. submersible pump along with heavy duty 20m extension chord for re-circulation of water in the model as directed by Engineer in charge complete and as per drawings. Complete model should work as totally leak proof unit and is to be fixed on top of the table box with overall 12 mm thick water proof plywood with sunmica on both sides and MS support box capable of transportation to far

places by rail/road without any breakage with locking arrangement and accommodating all detachable parts of the model as per drawings. All the MS parts are to be painted with three coats of paint so as to have smooth surface finish and better look.

Model for “Desilting Basin” shall include following components:

1. Inlet Transition.
2. Main Basin
3. Main Basin Dome
4. Outlet Transition
5. Wooden / MS/Steel mould for inlet and outlet transition
6. Wooden / MS./ Steel mould for basin dome
7. Silt flushing tunnel
8. Aluminum extrusion supports
9. FRP tank (suitable storage)
10. One HP submersible pump with heavy duty 20 m extension cable
11. Fixing and hard wares i.e. rubber packing, ss nut bolts etc.
12. Fabricated Platform/ table-height mounting arrangement for the model with facility to dismantle for ease of transportation.
13. Both side laminated box in water proof plywood to protect the table model.

3. Schedule of works and its technical Specifications

Name of Work: Fabrication, supply and testing of portable Desilting Basin table model at CWPRS, Pune					
Estimated Cost: Rs.2,50,000/-					
Time Limit: 60 days					
Item No.	Brief description of items	Quantity	Unit	Rate / Unit in Rs.	Amount in Rs.
1	Fabrication, supply and testing of portable Desilting Basin table model at CWPRS, Pune as per the scope of work, detailed specifications, drawings enclosed in bid document and also as directed at site by Engineer-in-charge etc. all complete	1.0	No.	250000.00	250000.00
				Total	2,50,000.00

3 SPECIAL TERMS AND CONDITIONS

- 1 **The intending tenderers should visit CWPRS to know the scope of work to be carried out before submission of their bids.** No claim whatsoever shall be entertained for lack of such information which the tenderer is expected to have.
- 2 Rate for work to be done under this contract shall be for all lifts, leads, heights, depths, lengths and widths except when specially mentioned otherwise either in the Schedule of Items or in the CPWD Specifications and nothing extra will be paid on this account.
- 3 The work shall be executed and measured as per dimensions given in the Schedule of quantities, drawings etc.
- 4 Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, up to the date of receipt of tenders.
- 5 The contractor will have to work according to the program of work decided by the Engineer-in- Charge, for which purpose, the contractor should submit a tentative program of the work within days from the date of start of the work
- 6 The work shall be carried out in accordance with the scope of work. In case of any discrepancy in the item given in the schedule of quantities appended with the tender in writing by the Engineer-in-charge.
- 7 All materials equivalent to the one specified should be got approved by the Engineer-in-charge before using the said materials in the work.
- 8 Any damage to work resulting from any other cause until the work is taken over by Department after completion of work shall be made good by the contractor at his own risk and cost.
- 9 The contractor shall make his own arrangements for obtaining electric connections, if required and make necessary payments directly to the department concerned
- 10 **The rates offered by the bidder shall be inclusive of the said work including the all cost of consumables, handing charges, man power etc and including Good and Service Tax (GST).**
- 11 The contractor shall give a performance test of the entire installation (s) as per standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
- 12 The Contractor should not quote unnecessary conditions contradicting the general conditions and particular specifications given in this tender, as such

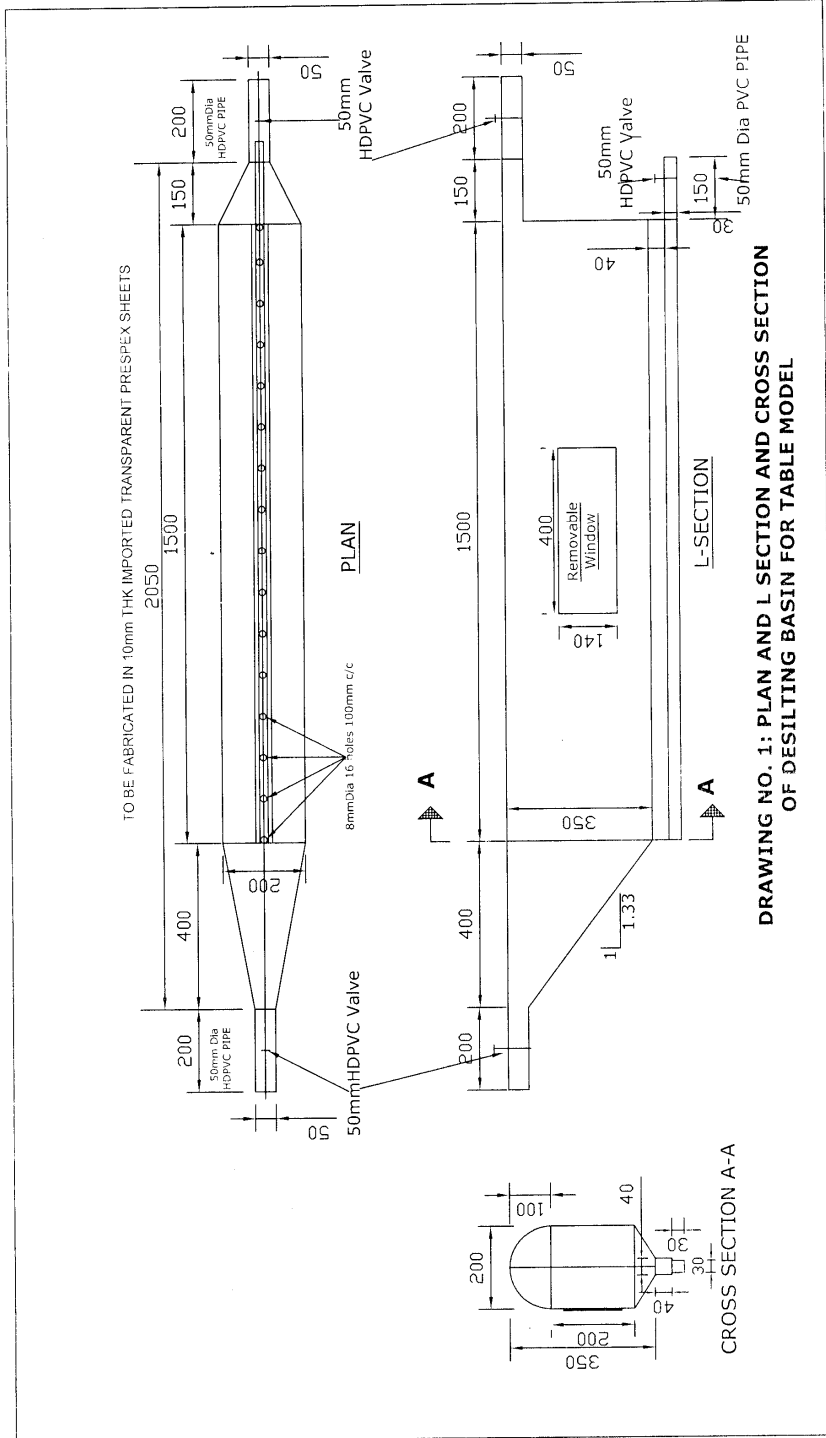
conditions apart from being not agreed to, can lead to rejection of the tender. Tenders with any condition including that of Conditional Rebate shall be rejected forthwith.

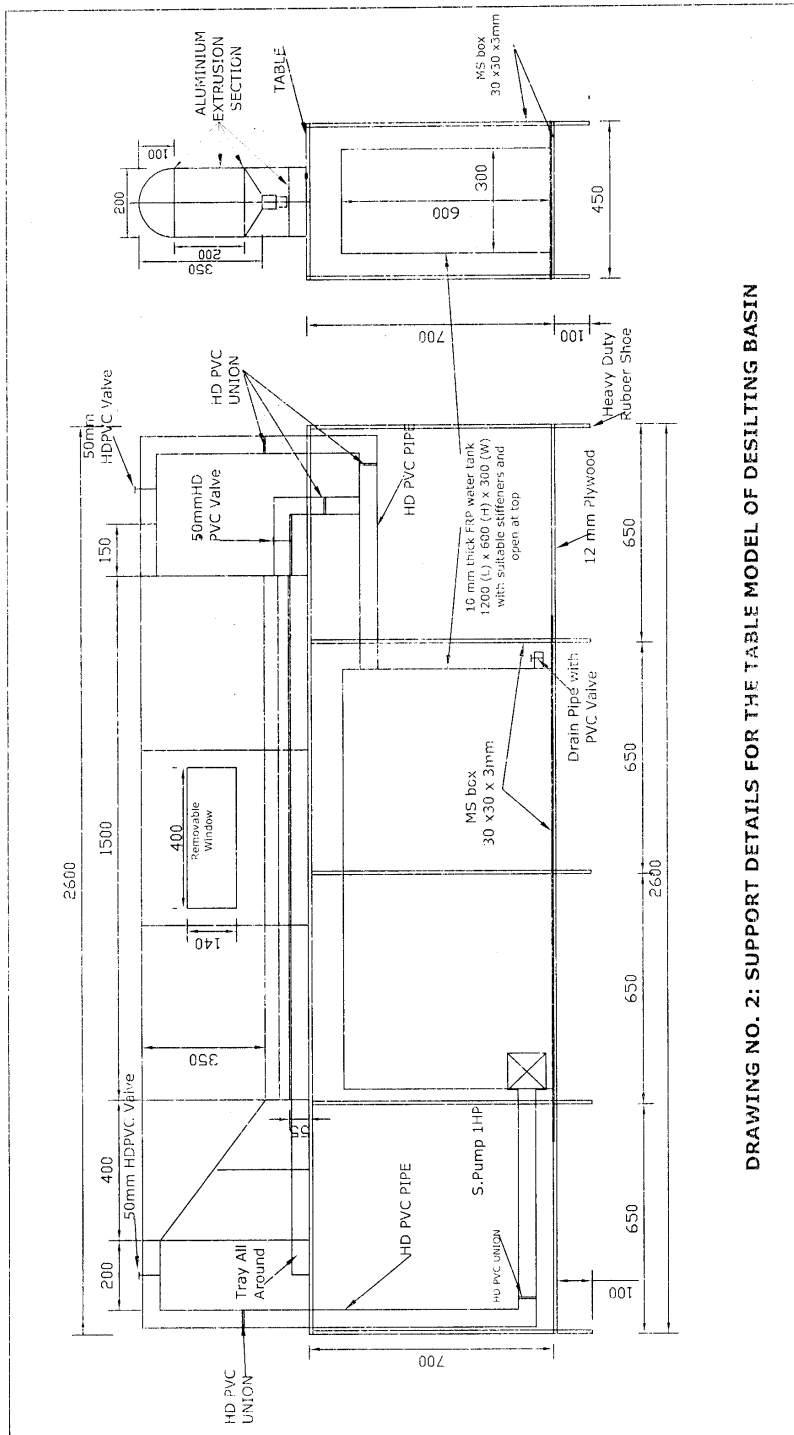
- 13 The Employer reserves the right to exclude any of the Schedule items on reasons of the rates not being reasonable or subsequent change of design for evaluation of tender and deciding the contract during execution or work.
- 14 The Contractor may be required to carry out any addition or alteration work other than the specified in the schedule of work / bill of quantities as and when required, by the 'Employer' within the completion period of the project.
- 15 Time is the essence of contract. Therefore, timely completion of project is very important. Normally no extension of time will be given. However, on account of delay if any, for the reason beyond the control of the contractor, necessary time extension may be granted if applied for by the contractor prior to the expiry of schedule time of completion.
- 16 No price variations shall be admissible on the contract rate for any item during the entire period of contract including extension periods. The Contractor shall not have any claim whatsoever in this regard except statutory variation of duties and Taxes imposed by Govt. of India/State Govt. subsequent to the offer submitted by the contractor.
- 17 All the components shall conform to standard specification wherever existing and materials with ISI certification marked shall be preferred if not otherwise mentioned the tender.
- 18 For items of materials for which makes are approved by the Dept., only such approved makes shall be permitted in the work in accordance to the preference of the Engineer-in-Charge of the employer.
- 19 **The contractor shall not be allowed to engage sub-contractor directly or indirectly unless it is officially permitted by CWPRS.**
- 20 All the materials shall be tested / inspected by the Employer or its authorized Inspecting Engineer and approved before they are installed / used in the execution of the works covered in the contract. If the Contractor uses any materials without the prior approval of Employer, those are liable to be rejected. **The Contractor shall furnish, as and when demanded by the Engineer-in -Charge the T.C. (Test Certificate) and G.C (Guarantee Card) for verification of quality and make of the materials.**
- 21 The Inspecting Engineer or his authorized Representative shall have at all times access to the Contractor's premises and shall have the power to

- i) Inspect and examine the materials and workmanship of the work at any time at the site of erection
- ii) Reject any part of the work submitted by the Contractor as not being in accordance with the contract.

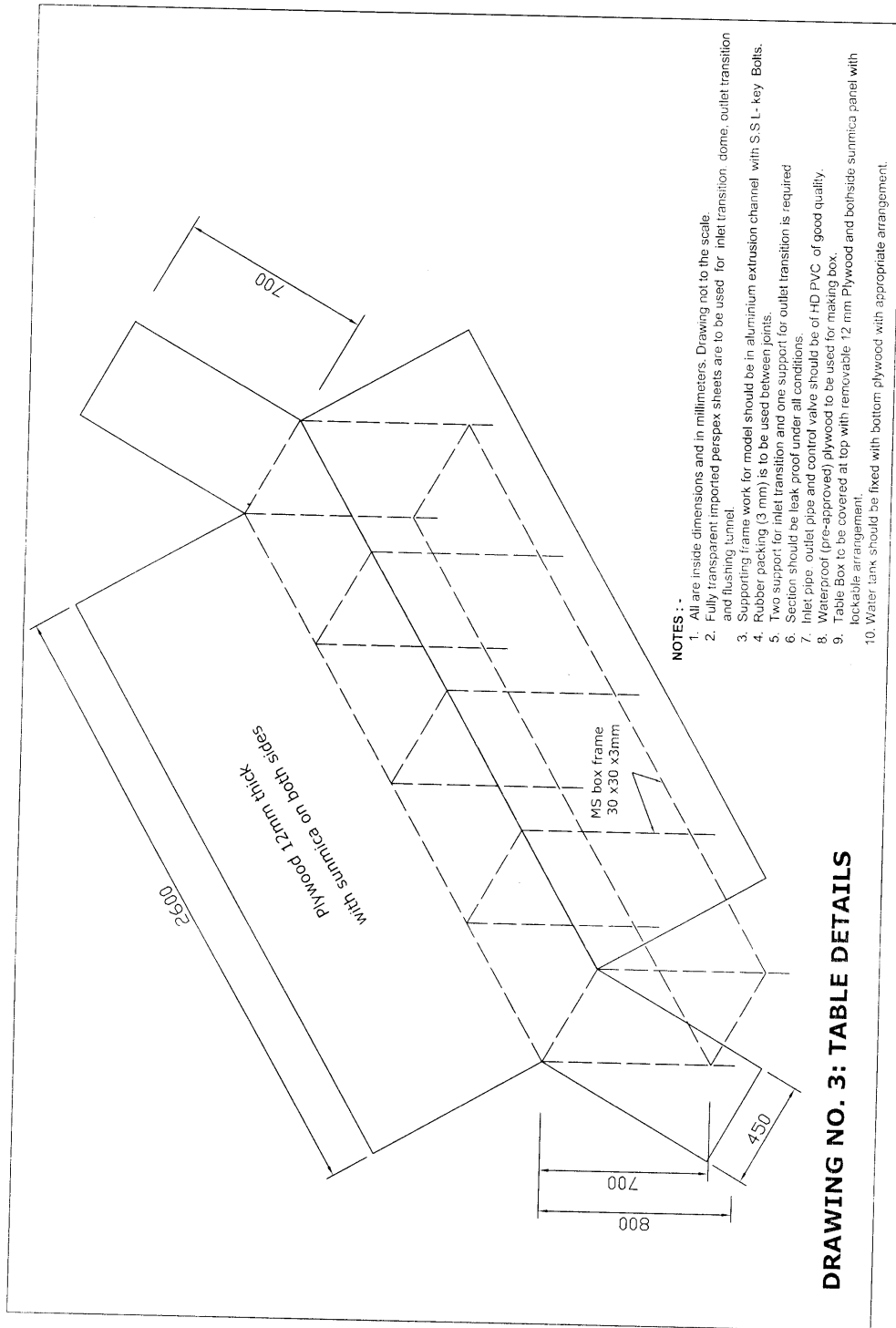
22 Inspection - As soon as the fabrication is over, the Contractor shall arrange for all the tests/inspection as per the scope of work. Employer shall depute their Inspecting Officer for witnessing the tests and to carry out inspection independently and also jointly with other concerned agencies where ever necessary and only after the installation passes the required tests and inspection, it should be commissioned / energized. The contractor shall arrange all testing equipments/apparatus/instruments as will be required for conducting the tests without any extra cost.

23 Warranty/Liability: - The contractor shall stand Warranty that all the materials/equipments for a period of **12 months** from the date of completion of the work.





DRAWING NO. 2: SUPPORT DETAILS FOR THE TABLE MODEL OF DESILTING BASIN



DRAWING NO. 3: TABLE DETAILS

DECLARATION BY THE AGENCY

I/we hereby declare that:

We have thoroughly gone through the Bid document down loaded from CPP Portal pertaining to this work and have acquainted ourselves with the various terms and conditions included therein.

We have also familiarized ourselves with the site conditions necessary to assess the work involved. We have made a study of the enclosed Terms & Conditions, Scope of Work and Schedule of Works.

If the contract is awarded to us, we will serve as per the requirement of activities demanded by CWPRS officials from time to time. The rates quoted by us include the cost of all activities to be done as outlined in the document.

I/we therefore solemnly affirm that rates quoted by me/us in this contract are based on the knowledge as certified above.

Signature of authorized signatory
of the Agency