

**Government of India
Ministry of Water Resources, River Development and Ganga Rejuvenation
Central Ground Water Board
Division V, Ranchi**

**Tender Document for Supply of Double Shouldary Water repellent
tents 3.66 M X 3.66 M with all components and accessories with
dari.**

E- TENDER No. 02 of 2017-18

Ranchi

1. Name of Contract : Supply of Double Shouldary Water repellent tents 3.66 M X 3.66 M with all components and accessories with dari.
- Name of Purchaser :
The Executive Engineer ,
Central Ground Water Board, Division
V, Ranchi
2. Address of Purchaser : Central Ground Water Board,
Ministry of Water Resources, River Development and
Ganga Rejuvenation
Government of India,
Divison V, 3K-8,Harmu Housing Colony,
Harmu,Ranchi-834002
Phone No.0651-2246398
Fax 0651-2246398
Email: eediv5-cgwb@nic.in
3. Language of the Tender : English
4. Estimated Cost of Tender : Rs 7,20,000/- (Rs Seven Lakh twenty Thousand Only)
5. Bid Security (EMD) : Rs. 36,000/- (Rupees thirty six Thousand only)
6. Validity of Tender : 180 days from the date of opening of bids
7. Dead line for submission of
hrs Online Bid : 27/07/2017 at 12.00
8. Date & Time for opening of
hrs Bids : 28/07/2017 at 12.00

E-TENDER NO.02 of 2017-18

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It is Certified that tender document contains twenty (20) pages including this page.

Executive Engineer



Government of India
Ministry of Water Resources, RD & GR
Central Ground Water Board
Division No.V,3K-8,
Harmu Housing Colony,
Harmu,Ranchi-834002

Ph: 0651-2246398,

Email: eediv5-cgwb@nic.in

E- TENDER No. 02 of 2017-18

Tender for Supply of Double Shouldary Water repellent tents 3.66 M X 3.66 M with all components and accessories with dari

1. The Assistant Executive Engineer & Head of Office, CGWB, Division V, Ranchi for and on behalf of President of India invites **e-Tenders** through e-procurement portal at <https://eprocure.gov.in/eprocure/app> from eligible bidders for the supply of :

S.No	Description	Qty
1	Double Shouldary Water repellent tents 3.66 M X 3.66 M with all components and accessories with dari. (as per detailed specification of Tender	60 Nos

2. Interested eligible bidders may obtain further information / clarification, if required, from the above office during working hours and from the websites mentioned hereunder.
3. Tender documents can be downloaded from Website (1) cgwb.gov.in (2) <https://eprocure.gov.in/eprocure/app>. The document shall be available on these websites. The tender document is free of cost.
4. Date of E-Publicity of Tender Notice : w.e.f. 28/06/2017
5. Bid submission Start Date : w.e.f. 28/06/2017
6. Pre Bid Meeting Date : 10/07/2017 at 1100 Hrs on above address
7. Last date & Time for receipt of Online Bidding document. : 27.07.2017 (12.00 hrs)
8. Last date & Time for receipt of original Bid Security (EMD) and sample cloth as per tender conditions : 27/07/2017 (12.00 hrs)
9. Date & Time of opening of Tender : 28/07/2017 (12.00 hrs)
10. Place of opening of bids : Central Ground Water Board,
Division V, 3K-8, Harmu Hosing
Colony, Harmu, Ranchi-834002

11. Address for correspondence

: Central Ground Water Board,
Division V, 3K-8, Harmu Hosing
Colony, Harmu, Ranchi-834002

13. All bids must be accompanied with bid Security (EMD) of Rs 36000/- (Rupees Thirty six thousand only) in shape of demand draft in favour of The Executive Engineer, CGWB, Division. V, Ranchi, payable at Ranchi from any Nationalized Indian Bank.

14. The Bidders who do not deposit bid security in prescribed manner will be summarily rejected.

Micro and small Enterprises (MSEs) as defined in MSE procurement policy issued by department Micro, Small and Medium Enterprises (MSME) or are registered with the Central purchase Organization or the concerned Ministry or Department is exempted from EMD as per GFR 2017 and they have to furnish the photo copy of valid certificate otherwise the tender are liable to be rejected.

15. In the event of the date mentioned above Sl. No 7 declared as closed holiday for purchaser's office, the bid opening date will be next working day at the appointed time.

16. The Executive Engineer, CGWB, Div. V, Ranchi reserves the right to accept or reject any or all tenders without assigning any reasons thereof.

Online Bids are to be received only on CPP portal website <https://eprocure.gov.in/eprocure/app>. The tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid with the bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

Important Note:-

1. Tender document may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. and cgwb.gov.in. A spring Bidders/supplier who have not enrolled /registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrollment is free of cost. Bidders are advised to go through instruction provided at Annexure –A regarding “Instructions for online bid submission”.

2. Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.

3. Tenders and supporting documents should be uploaded through e-procurement only. Hard copy of the tender documents will not be accepted.

Executive Engineer

TECHNICAL SPECIFICATIONS

DETAILED SPECIFICATIONS FOR SHOULDARIES DOUBLE FLY WATER REPELLENT TENT (3.66 M X 3.66 M)

DESCRIPTION: Tents shall be double flied. It shall consist of an outer fly with hoods and an inner fly with overlapping purdhas at each end of the walls.

Outer Fly:

The outer fly shall be composed of two folds of cloth in the following order:-

- I. Water proof Cotton woven canvas cloth with 475 grams per Sq.mt or higher weight and minimum breaking load 1320N on the exterior as per IS 1422, ISI424 & IS6803.
- II. Cotton dyed yellow cloth inside as IS: 177-1989 UNO3

It will have a hood at each end. The height of outer will be 2.6 mts. The edges of the hoods shall be strengthened with 50mm Niwar, placed between folds of clothes. It shall be broader by 0.6m at the bottom edge than the inner fly. It shall be 0.45m above the ground level. It shall be provided with Guy ropes. The Guy ropes at the ends will pass through the point of each hood, one end spliced around the cap and the other end passing through the point of each hood and placed between two pieces of 50mm Niwar. A small circular Tab will be fixed at the point of each hood.

- III. Tape cotton Niwar undyed should as per IS 1895-1982
- IV. Rope cotton undyed should be as per IS 2452-1985

Inner Fly:

Inner Fly shall be composed of two folds of cloth in the following order:

- I. Water proof Cotton woven canvas cloth with 475 grams per Sq.mt or higher weight and minimum breaking load 1320N on the exterior as per IS 1422, ISI424 & IS6803
- II. Cotton dyed yellow cloth inside as IS:177-1989 UNO3

The height of inner fly is 2.3 mts and rick wall is 0.9 mts.

Ridge of Outer Fly:

A strip of 75mm Niwar with 25mm cotton rope laid above, it shall be inserted between bleached Cotton woven canvas cloth and Cotton dyed yellow cloth connecting the tow ridge caps. The side edges of Niwar shall be stitched to the folds of cloth and Niwar and rope shall be well within the ridge cap and secured by quilting. The rope shall form a loop round the cap and secured tightly.

Ridge of Inner Fly:

The ridge of inner fly shall be formed by inserting a strip of 100mm Niwar between the folds with 25mm cotton rope so laid on under side of the ridge and over the middle tape between the caps that the cloth of fly and centre strip of Niwar shall be doubled over the rope and sewn together with 3mm line cotton to form a beading. Loops made of two folds of 50mm Niwar shall be stitched to the ridge for suspending it from the ridge pole. The rope shall form a loop round the cap and secured tightly.

Ventilator:

Ventilator should be provided in purdhas (Entrance facing) of inner fly. The ventilator of 45 cm X 30 cm with square mesh mosquito netting bleached and two vertical and horizontal 40 mm Niwar, machine stitched on the netting. The ventilators shall be positioned on either side of the central strengthening tape at equal distances. The provision should given to cover the mesh by means of cotton woven canvas cloth.

The ends of outer and inner fly where ropes are to be tied should be properly reinforced with cotton Niwar as mentioned above to make it durable to bear rope-pulling force.

Cloth used should be of the specifications mentioned above 20 X 10 cm sample of each type of cloth to be used shall be submitted along with the quotation.

LIST OF ACCESSORIES REQUIRED WITH THE TENT.

1. Dari of the size of the main room(3.66 m X 3.66m) = 1 No.
2. Water Proof Bag followed by Jute Canvas (675 gms) quality bag for each flies = 01 No.
3. Gunny bag for wooden pins = 01 No.
4. Wooden pegs = 28 Nos.
5. Iron pins 16cms long = 22 Nos.
6. Steel Hammer = 01 No.
7. Wooden Mallet = 01 No.
8. Standing pole, 51mm Dia, 2.6 mtrs length =2 Nos.
9. Ridge pole, 51mm Dia, 3.66mtrs length. =1 No.

DIMENSIONS FOR SHOULDARIES DOUBLE FLY WATER REPELLENT

Size of Tents	Height of			Outer fly Guy ropes 31 mm cotton rope		Side & corner 12mm rope to each fly	
	Outer Fly	Inner Fly	Walls	No.	Length	No.	Length
3.66M x 3.66M	2.6M	2.3M	0.9M	4	4.6M	12	2 M



**Government of India
Ministry of Water Resources, RD & GR
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Harmu Housing Colony,
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Ph: 0651-2246398,

Email: eediv5-cgwb@nic.in

SCHEDULE OF REQUIREMENTS

S.No	Description	Qty
1	Double Shouldary Water repellant tents 3.66 M X 3.66 M with all components and accessories with dari. (as per detailed specification of Tender)	60 Nos

Note

- Note:-**Samples of cloth (as mentioned in specification) to be used in all the folds of inner and outer fly should be enclosed in separate cover mentioning that “The Sample for E Tender 02 of 2017-18 (Any tender without sample will be out rightly rejected).
Details of Sample cloth of Inner and outer fly water proof cotton woven canvas (To be furnished mandatorily)
a. Weight per Sq.mt i.e., : _____ g / m
b. Breaking load:- _____ Newton
- Rate should be quoted **F.O.R CGWB, DIVISION V ,RANCHI (JHARKHAND)** inclusive of taxes if any in Indian Rupees Only. The firm will bear all the cost till delivery including toll tax, octroi tax, entry tax, Royalty and loading charges etc. (**Note: Entry Tax if any at the source will be paid at check post of Jharkhand by tenderers of outside Jharkhand as per existing rule.**)
- All the disputes will be settled within Ranchi jurisdiction.

TERMS AND CONDITIONS

1. Introduction:-

This invitation of tender is for supply of Double Shouldary Water repellent tents 3.66 M X 3.66 M with all components and accessories.

2. Eligibility Criteria:-

The invitation for tender is open to manufacturers and their authorized suppliers of Tents. The firm, who is the authorized dealer for the item quoted, should attach a copy of its authorization certificate. It should also mention that the rates charged are as per our principal manufacturer & are applicable to all Govt. Departments.

Previous supply details for similar kind of tools made to Government agencies.

3. Amendment of tender documents:-

At any time prior to the deadline for submission of tenders, the Purchaser, for any reason may modify the tender document by suitable amendment(s).

In order to allow prospective tenderers reasonable time to take the amendment(s) into account in preparing their tenders, the Purchaser, at his discretion, may extend the deadline for the submission of the tenders.

4. Language of Tenders:

The Tender prepared by the Tenderers, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Purchaser shall be in English.

5. Documents comprising the bid:-

Bid Document shall consist of the following:

5.

Scanned copy of Bid Security (Earnest Money) Demand Draft and Bid Security Form as per Annexure 2.

Scanned copy of complete technical details of stores offered with supporting technical data/literature etc.

Scanned copy of Tender Acceptance letter As per Annexure 1.

Prices should be quoted as per attached BOQ's, failing which the bid will be disqualified.

Copy of PAN,VAT, CST and TIN no along with bank details with Account number, IFSC Code, MICR Code and Branch Name

Copy of Firm Registration Certificate.

Previous supply orders details for similar kind of tools with evidence.

Authorization Certificate (only for those firms which are not original manufacturer).

The above items are essential for qualified bidders, failing which the bid will be treated as non responsive. Conditional bid will be treated as non responsive

- A. Sample cloth of inner & outer flies of size 60cm X 60cm in sequence should be enclosed mandatorily in separate cover which should reach this office as dates specified along with original Demand Draft mentioning that "The Sample for E-Tender 02 of 2017-18" (Any tender without sample will be out rightly rejected). Only one sample shall be enclosed. In case any Tenderer encloses more than one sample 1st higher would be admitted during comparison. The exterior of inner fly and outer fly should be of good quality made of water proof woven cotton canvas cloth as per technical specifications of this tender (475 grams per Sq.mt or higher weight and breaking load 1320N). If the sample cloth is not enclosed or if sample cloth enclosed is not as per specifications and if it is not water proof, tender will rejected out rightly. The decision of committee in assessment of the quality of sample cloth will be final.

Details of Sample cloth of Inner and outer fly water proof cotton woven canvas on letter head of the firm along with the sample of tent cloth

a. Weight per Sq.mt i.e., : _____ g / m

b. Breaking load :- _____ Newton

Submission of bids:

Bidders are required to submit /upload Bids in Single Covers only through CPP Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>. **Manual Bids will not be accepted.**

6. Bid Security (Earnest Money):-

The tenderers shall furnish, as a part of the tender, **Bid Security of Rs. 36,000/- (Rupees Thirty six Thousand only).** **The Bidders who do not deposit Bid Security in prescribed manner will be summarily rejected.** Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department is exempted from EMD as per GFR 2017 and they have to furnish the photo copy of valid certificate otherwise the tender are liable to be rejected.

6.2. The Bid security is required to protect the purchaser against the risk tenderers conduct which would warrant the security's forfeiture.

The Bid Security shall be in of the form of a **Bank Demand Draft** in the name of **"The Executive Engineer, CGWB, Division V, Ranchi,"** payable at **Ranchi** from any Nationalized Indian bank. **Any tender not accompanied with Bid Security will be rejected.**

Unsuccessful Tenderers Bid Security will be returned within Ninety (90) days from the date of opening of bids.

The Bid Security may be forfeited:-

(a) If a Tenderer withdraw his tender during the period of tender validity specified by the Tenderer on the Tender Form;

Or

(b) In case of a successful Tenderer, if the Tenderer fails to furnish Security Deposit.

7. Period of Validity of Tenders:-

Validity of Tenders shall be 180 days after the date of opening of Bids. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the Purchaser may solicit the tenderers consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Security provided shall also be suitably extended. Tenderer may refuse the request without forfeiting his Bid Security. Tenderer granting the request will not be permitted to modify his tender.

8. Deadline for submission of tenders:-

Bidders should submit their bids online only at <https://eprocure.gov.in/eprocure/app> on or before bid submission closing date & time.

9. E. Bid Opening and Evaluation

The Purchaser will open the Bids online on opening date & time as specified in tender, in the office of the Executive Engineer, CGWB, Division V, Ranchi, in the presence of Bidders or their authorized representatives who choose to be present at the time of opening with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

In case the date of opening happens to be a closed holiday, the bids will be opened at same appointed time on the next working day.

Bid without Bid Security, the original payment instrument like Demand Draft etc. as specified in the bid document not received by the Purchaser before Bid submission closing

date & time will be treated as non-responsive and the same will summarily rejected at the time of tender opening without assigning any reason. Such Bid will not be opened at the time of Bid opening.

(All notices to the bidders shall be sent by e-mail only during the process of finalization of tender by the Purchaser as well as e-procurement service provider. Hence the bidders are required to ensure that the email-id provided by them is valid and properly updated. Purchaser shall not be responsible for any consequences arising out of wrong / invalid email id provided by the bidder).

10. Clarification of Tenders and Contacting the Purchaser for clarification of Tenders

During evaluation of the tenders, the Purchaser may at its discretion, ask the Tenderer for Clarification of his tender. The request for clarification and the response shall be in writing and no change in the prices or substance of the tender shall be sought, offered or permitted.

No tenderer shall contact the Purchaser on any matter relating to his tender from the time of the tender opening to the time the contract is awarded. If the Tenderer wish to bring additional information to the notice of the Purchaser, the same should be done in writing.

Any effort by the Tenderer to influence the Purchaser in the Purchaser's tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers' Bid.

11. Preliminary Examination

The Purchaser will examine the tenders to determine whether any errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

- (a) The Purchaser may waive any minor informality, nonconformity, or irregularity in a tender, which does not constitute a material deviation, provided it does not prejudice or affect the relative ranking of any Tenderer.
- (b) Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each tender with reference to the Tender Documents without material deviation.
- (c) If the tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.
- (d) Tenders qualifying by such vague and indefinite expression such as "subject to immediate acceptance" "subject to prior sale" and conditional tenders will not be considered.

12. Evaluation and Comparison of Tenders

The Purchaser will evaluate and compare the tenders, which have been determined to be substantially responsive.

Rates should be quoted F.O.R. CGWB, DIVISION V, RANCHI. BOQ form in Excel Sheet is attached separately on CPP portal.

Bidder will be determined on the basis of cost inclusive of all taxes etc. The complete tender will be awarded to only single firm (L-1) as per total amount of bid.

13. Contacting the Purchaser

No tenderer shall contact the purchaser on any matter relating to the tender, from the time of the tender opening to the time contract is awarded.

Any effort by Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' offer.

14. Award Criteria:-

The purchaser will award the contract to the successful Tenderer whose tender has been determined to be substantially responsive and is to be the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.

15. Purchaser's Right to accept any Tender and to Reject any or all Tenders:-

The Purchaser reserves the right to accept or reject any tender, and to annul tender process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or tenderers or any obligation to inform the affected Tenderer or tenderers of the grounds for the Purchaser's action.

16. Notification of award:-

Prior to the expiration of the period of tender validity, the purchaser will notify the successful Tenderer online.

The notification of award will constitute the formation of the contract.

Upon the successful Tenderers furnishing of the of Security Deposit the purchaser will promptly notify each unsuccessful Tenderer and will release the Bid Security as per clause 6.4

17. Security Deposit (Performance Security) :-

Within fifteen (15) days of receipt of the Notification of contract award, the successful Tenderer shall furnish to the purchaser the Security Deposit (Performance Security) equivalent to 10 % of the value of contract. The Bid Security already deposited shall not be adjusted against the security deposit (performance security). On receipt of Security Deposit (Performance Security), the Bid Security deposited earlier with the tender will be released to successful Tenderer.

The proceeds of the Security Deposit (Performance Security) shall be payable to the purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.

The Security Deposit (Performance Security) shall be in the following forms: **a Demand Draft payable to the Executive Engineer, CGWB, Division V, Ranchi," payable at Ranchi** from any Nationalized Indian bank (Preferably S.B.I.).

Failure of the successful Tenderer to furnish the Security Deposit (Performance Security) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

The Security Deposit (Performance Security) will be discharged by the purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations.

18. Standards :-

The Tents under this contract shall conform to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned to the authoritative standard appropriate to the Country/BIS should quote the number invariably.

19. Inspection:-

Submission of sample: Sample cloth of inner & outer flies of size 60cm X 60cm in sequence should be enclosed mandatorily in separate cover which should reach this office as dates specified along with original bid Security ft mentioning that **"The Sample for E-Tender 02 of 2017-18"** (Any tender without sample will be out rightly rejected). Only one sample shall be enclosed. In case any Tenderer encloses more than one sample 1st higher would be admitted during comparison. The exterior of inner fly and outer fly should be of good quality made of water proof woven cotton canvas cloth as per technical specifications of this tender (475 grams per Sq.mt or higher weight and breaking load

1320N). If the sample cloth is not enclosed or if sample cloth enclosed is not as per specifications and if it is not water proof, tender will be rejected outright. The decision of committee in assessment of the quality of sample cloth will be final.

Details of Sample cloth of Inner and outer fly water proof cotton woven canvas on the letter head of the firm along with the sample of tent cloth

a. Weight per Sq.mt i.e., : _____ g / m

b. Breaking load :- _____ Newton

The supplier has to submit at least one complete **Double Shouldary Water repellent tent 3.66 M X 3.66 M with all components and accessories with dari** at Ranchi as sample within 15 days of receipt of the formal supply order for inspection by the departmental committee.

The inspection of the stores will be conducted by the inspecting officer to be nominated **by The EE, CGWB, Division V, Ranchi**, who shall inspect the material on receipt at Ranchi. In case the material is not found in accordance with the prescribed specifications or otherwise defective, it will be rejected and will have to be replaced by the supplier at their risk & cost. However acceptance of the goods will be done by the consignee at his place

20. Delivery:-

Delivery of stores to the consignee shall be completed within 60 days from the date of acceptance of Tender.

21. Transportation:-

The cost of transportation shall have to be borne by the Tenderer.

22. Guaranty/Warranty:-

The Tents supplied shall carry standard warranty/guarantee for a period of 12 months after the date of delivery. The supplier further warrants that the goods supplied under this contract shall have no defect arising from design, material or workmanship or from any act or omission of the supplier that may develop under normal use of supplied goods.

The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the supplier shall immediately repair or replace the defective system without any cost to the purchaser.

If the supplier, having being notified, fails to rectify defect(s) within a reasonable time, the purchaser may proceed to take such remedial action as may be necessary at suppliers risk and expense and without prejudice to any rights which the purchaser may have against the supplier under the contract.

23. Payment:-

No advance payment shall be made.

90% of the total price shall be paid within 30 days of receipt and acceptance of tents.

Rest 10% after satisfactory performance of the tents after 6 months of receipt and acceptance of consignment by the consignee. Any tender not complying to above payment conditions will liable to be rejected outright.

Before release of payment bidder must provide the scanned copy of VAT registration/central tax registration/TIN No. /PAN no./Bank Details for e-payment including IFSC code, Branch name & MICR code etc.

24. Assignment:-

The supplier shall not assign, in whole or in part, its obligations to perform under this contract, except with the purchaser's prior written consent.

25. Subcontracts

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the supplier from any liability or obligation under the contract.

26. Delays in the Supplier's Performance:-

Delivery of the material shall be made by the Supplier in accordance with the time schedule prescribed by the purchaser in clause-20 given above.

If at any time during performance of the contract, the supplier or his sub contract(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for supply.

27. Liquidated Damages:-

If the supplier fails to deliver any or all of the goods or to perform the services within the time period(s) specified in the contract, the Purchaser shall, without prejudice to other remedies under the contract, deduct from the contract Price, as liquidated damages, a sum equivalent to 1% of the delivered price of the delayed Goods or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the delayed Goods or services contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.

28. Termination for Default:-

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

(a) If the supplier fails to deliver any or all of the goods/ services within the period(s) specified in the contract, or within any extension thereof granted by the purchaser;

Or

(b) If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

29. Termination for Insolvency:-

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

30. Termination for Convenience:-

The purchaser, by written notice sent to the supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience, the extent to which performance of the

supplier under the contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for dispatch within thirty (30) days after the supplier's receipt of notice of termination shall be accepted by the purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

a) To have any portion completed and delivered at the contract terms and prices;

and/or

b) To cancel the remainder and pay to the supplier an agreed amount for partially completed stores.

31. Resolution of Disputes:-

The purchaser and the supplier 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.

For resolution of disputes, appropriate legal action shall be initiated in consultation with the Department of Legal Affairs, Government of India. Relevant sections of Indian laws as amended from time to time shall be applicable and binding on the tenderer.

All the disputes will be settled within the Ranchi jurisdiction.

32. Taxes and Duties:-

The supplier shall be entirely responsible for payment of all the taxes (VAT/ sales tax & Octroi Tax will be paid extra as applicable) duties, license fees, etc. incurred until completion of the contract. However Octroi exemption certificate wherever required, shall be provided by the consignee at the request of supplier as the stores is meant for use within the Department only and not for sale.

Instructions for Online Bid Submission:

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and

content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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

SUBMISSION OF BIDS

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

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 11) The Bidder should submit Original EMD put in one envelope to the Tender Inviting Authority before the due date & Time of opening online Bids.**

The Bidder should submit online bid in single packet as per list **in para 5.**

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is Toll Free No. 1800 3070 2232 and Mobile Nos 91 7878007972 and 91 7878007973.

FORMS

ANNEXURE 1

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
The Executiver Engineer ,CGWB, Division V,
3K-8,Harmu Housing
Colony,Harmu,Ranchi,
Jharkhand-834002

Sub: Acceptance of Terms & Conditions of Tender.

E- TENDER No. 02 of 2017-18

Name of Tender: - Supply of Double Shouldary Water repellent tents 3.66 M X 3.66 M with all components and accessories with dari

Dear Sir,

- 1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender’ from the web site(s) namely: <https://eprocure.gov.in/eprocure/app> as per your Tender, given in the above mentioned website(s).**
- 2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 1 to 20 (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.**
- 3. The corrigendum(s),if any, issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.**
- 4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.**
- 5. I / We do hereby declare that our Firm is not under declaration of ineligibility for corrupt & fraudulent practices issued by a court or Government Department and I/We also declare that our firm is not blacklisted/ debarred for non compliance of any contract by any Government department/PSU.**
- 6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.**

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

BID SECURITY FORM

Should this tender be accepted in whole or part, I/We hereby agree to abide by and fulfill all the terms of the above specifications and all the conditions of the contract annexed herewith and all the provisions contained in the tender so far as applicable or in default thereof to forfeit any pay to the President of India or his successor in office the sum of money mentioned in the said conditions.

A sum of Rs.(in words) Rsonly) is hereby forwarded in shape of Demand Draft, from(Nationalized Indian bank) pledge, in favour of the Executive Engineer, CGWB, Div-V, Ranchi, payable at State Bank of India, Doranda, Ranchi as Bid Security (earnest money).

If I/Wefail to commence the supply as specified in above memorandum, I/We agree that the President of India or his successor in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely.

Signature of witness

Signature of Tenderer:

Date :

Date :

Full Address :

(Name and Address in block letters) :

Phone No :

The above Tender is accepted by me on behalf of the
President of India

Signature :

Designation :

Date :

Seal :

