



GOVERNMENT OF INDIA

**Krishna Godavari Basin Organisation
Central Water Commission
Lower Godavari Division
Hyderabad**

**TENDER DOCUMENT FOR PROCUREMENT AND
COMMISSIONING OF 01 NO. PORTABLE ACOUSTIC DOPPLER
CURRENT PROFILIER (ADCP) WITH COMPREHENSIVE
WARRANTY OF THREE YEARS FOR DISCHARGE MEASUREMENT
ON RIVER GODAVARI AT SITE BHADRACHALAM**

TENDER NO.: LGD/ADCP/2012-13/H/364

Dated 11th FEB, 2013

COST OF TENDER DOCUMENT: INR. 500/-

February, 2013

Certified that this tender document contains -54- Pages.

**Executive Engineer,
Lower Godavari Division
CWC, Hyderabad**

Ph: 040-23308649

Fax: 040-23308652

**Important Note:- (i) BIDDER SHOULD SUBMIT THIS DOCUMENT IN
ORIGINAL DULY SIGNED ON EACH PAGE.**

**(ii) THE BIDDER SHOULD READ ALL THE INSTRUCTIONS
IN THE DOCUMENT THOROUGHLY BEFORE SUBMITTING
THE TENDER AND ADHERE TO THE DATES GIVEN.**



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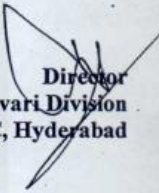
Tender No	:	LGD/ADCP/2012-13/H/ 364 dated 11-02-2013
Bid Security	:	40,000/-
Last Date of Receipt of Application for Issue of Tender Document	:	28 -02-2013
Last Date for Issue of Tender Document	:	01 -03-2013
Last Date & Time for Submission of Tender	:	04-03-2013,1400 hrs
Date & Time of Opening of Tender	:	04-03-2013,1500 hrs
Cost of Tender Document	:	INR 500/-

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
Lower Godavari Division**

Item rate Tender for Procurement & commissioning of 01 no. portable Acoustic Doppler Current Profiler (ADCP) with comprehensive warranty of three years for discharge measurement on river at site Bhadrachalam with complete hardware, software and other peripherals.

DATE FOR OPENING OF TENDER 1500 HOURS ON 04-03-2013

OFFICER INVITING TENDER


**Director
Lower Godavari Division
CWC, Hyderabad**

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CHECK LIST

Name of work: Procurement & commissioning of 01 no. portable Acoustic Doppler Current Profiler (ADCP) with comprehensive warranty of three years for discharge measurement on river at site Bhadrachalam with complete hardware, software and other peripherals.

Please tick the appropriate column.

SL. NO	DOCUMENT	ENCLOSED	
		YES	NO
1	Covering Letter of Bidder		
2	Original Tender Document including Schedule of Quantities and Financial Tender Format duly signed on each page		
3.	Bid Security Deposit in form of Demand Draft		
4	Whether Unit Rate of Items quoted in both Figure and Words		
5	Whether Gross Amount of Tendered Value quoted in both Figure and Words		
6	Integrity Pact		

**Government of India
Central Water Commission
Lower Godavari Division**

NOTICE INVITING TENDER

FOR

PROCUREMENT AND COMMISSIONING OF 01 NO. PORTABLE ACOUSTIC DOPPLER CURRENT PROFILIER (ADCP) WITH COMPREHENSIVE WARRANTY OF THREE YEARS FOR DISCHARGE MEASUREMENT ON RIVER GODAVARI AT SITE BHADRACHALAM

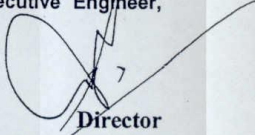
1. The Executive Engineer, Lower Godavari Division, CWC, 11-4-648, K.G.Bhavan, A.C.Guards, Hyderabad – 500 004 on behalf of the President of India invites sealed bids from eligible bidders for following item listed below:-

<u>Name of item</u>	<u>Bid Security</u>	<u>Quantity</u>	<u>Delivery</u>
1	2	3	4
Procurement and commissioning of Portable Acoustic Doppler Current Profiler (ADCP) for discharge measurement on rivers	INR 40000/- Fourty thousand only)	1 No (one)	Delivery within ONE month from the date of issue of supply order at site Bhadrachalam on river Godavari, Khammam Dist.AP.

2. Interested eligible Bidders may obtain further information from the office of the Executive Engineer, Lower Godavari Division, Central Water Commission, H.No. 11-4-648, 3rd Floor, KG Bhavan, Hyderabad-500 004, Tel No. +91-40-23308649, Fax-+91-40-22308652 and [email-eelgd@yahoo.com](mailto:eelgd@yahoo.com).
3. A complete set of bidding documents may be purchased from the office of the Executive Engineer, Lower Godavari Division, CWC, 11-4-648, K.G.Bhavan, A.C.Guards, Hyderabad – 500 004 during office hours from 1100 hrs. to 1600 hrs. on payment of a non-refundable fee as indicated, in the form of cash or Demand Draft drawn on any Scheduled bank payable at. **SBI, Red hills, Hyderabad** in favor of the **The Executive Engineer, Lower Godavari Division, CWC, Hyderabad**. Bidding documents requested by post will be dispatched by registered/speed post on payment of an extra amount of **INR 500/-**. The Purchaser will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.

- a) Price of bidding document : INR 500/-
- (b) Date of sale of documents : 11-02-2013 to 28-02-2013
- (c) Last date and time for receipt of bids : 04-03-2013 14:00 hrs.
- (d) Date and time of opening of bids : 04-03-2013 15:00 hrs.
- (e) Place of opening of bids : O/o The Executive Engineer,
Lower Godavari Division,
Central Water Commission,
H.No.11-4-648, K G Bhavan,
A.C.Guards,
Hyderabad – 500 004

4. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the O/o of Executive Engineer, LGD, CWC, Hyderabad on or before the date and time indicated above.
5. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.
6. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
7. The tender details are available on the website <http://www.eprocure.gov.in/CPMP> or www.kgbo-cwc.ap.nic.in. The Bidder downloading the tender document shall enclose the cost of tender document in the form of the payee demand draft drawn in favour of the **The Executive Engineer, Lower Godavari Division, CWC, Hyderabad.**


Director
Lower Godavari Division
CWC, Hyderabad

Tel No. 040-23308649, Fax-040-23308652 and E-mail: ee1gd@yahoo.com

ELIGIBILITY CRITERIA

(A) Experience and Technical Capacity

1. The bidder should be a manufacturer who must have manufactured, tested and supplied the equipment (s) similar to the offered type specified in the 'schedule of requirements' up to at least 4 ADCPs with all accessories in the last 3 years. The equipment offered models should be latest and should strictly conform to or exceed the product specification and be in satisfactory operation for 6 months as on date of bid opening. Further, bidder should be in continuous business of manufacturing products similar to that specified in the schedule of requirements during the last three years prior to bid opening and have ISO certification for manufacturing process.
2. Bids of bidders quoting as authorized representative of an equipment manufacturer, meeting with the above requirement in full, can also be considered provided :
 - (i) the manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per GCC and SCC and
 - (ii) the bidder, as authorized representative, of their manufacturer, has supplied, installed and commissioned satisfactorily at least one ADCP in India similar to the type specified in the Schedule of Requirements in the last three years which must be in satisfactory operation for at least 6 months on the date of bid opening. The bidder must provide evidence of providing maintenance services for the above type of ADCP in at least one centre in the purchaser's country (INDIA) for over one year.
 - iii) The bidder shall guarantee that adequate specialized maintenance capability and expertise will be made available in the country.
 - iv) The authorization shall be provided to cover entire period of the currency of the bid. This shall be not revoked under any circumstances.
3.
 - (a). The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the Purchaser's requirement in general and also the Purchaser's requirements specified in detail in Technical Specifications of this bidding document.
 - (b). In case the bidder is not the manufacturer or producer of the goods it offers to supply and has submitted the bid in accordance with the bid shall include the above information about the manufacturer whose equipment is being offered.
4. The Manufacturer/ bidder should furnish the information on all past supplies and satisfactory performance for both (1) and (2) above, in proforma given, duly supported with relevant documentation.
5. Details of Service Centers and information on service support facilities that would be provided after the warranty period [in the Service Support Form Proforma given)
6. Bids from two or more firms as Joint Venture partners shall comply with the following requirements:
 - (i) The bid, and in case of a successful bid the Form of Agreement, shall be signed by all the partners so as to be legally binding on all partners;
 - (ii) One of the partners shall be nominated as being in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all partners;
 - (iii) The partner in-charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract including payment shall be done exclusively with the partner in-charge;
 - (iv) Bid and performance securities of a Joint Venture must be in the name of Joint Venture submitting the bid;
 - (v) All partners of the Joint Venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (ii) above as well as in the Form of Bid and in the Form of Agreement (in the case of a successful bid);

- (vi) In the event of any default by any partner/partners of Joint Venture, the other partner/partners shall accept the liability and execute the contract in full;
- (vii) Responsibilities in respect of supply of the lead firm as well as each of the Joint Venture partners shall be clearly indicated in the JV agreement;
- (viii) The Joint Venture agreement shall not be cancelled or amended unilaterally without consent of the Purchaser and a statement to this effect should appear in the JV agreement;
- (ix) A copy of the JV agreement entered into by the Joint Venture partners and registered shall be submitted with the bid; alternatively a letter of intent to execute a JV agreement in the event of a successful bid shall be signed by all partners and submitted with the bid together with a copy of proposed agreement;
- (x) Reports on the financial standing of each partner including profit and loss statements, balance sheets and auditor's reports for the past 5 years, and an estimated financial projection for the next two years shall be furnished along with the bid;
- (xi) A firm can submit only one bid in the same bidding process, either individually as a bidder or as a partner of a Joint Venture. A bidder who submits or participates in more than one bid will cause all the bids in which the bidder has participated to be disqualified.
- (xii) Bids from agents are not acceptable in the case of JV and such bids will be treated as non-responsive.

(B) Financial Capability:

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

- i. The Minimum required annual turnover in respect of supply, Installation and commissioning of goods for the successful bidder in any two of the last five (5) years shall be of **INR 50 lakh or its equivalent**. In the case of joint Ventures, the cumulative turnover of the members of joint venture will be considered, but each member of joint venture must at least meet 50% of this requirement.

FORM OF TENDER

To,
Executive Engineer,
Lower Godavari Division
Central Water Commission
H.No.11-4-648, K G Bhavan
A.C.Guards,
Hyderabad – 500 004

Dear Sir,

We, M/s.....having read and fully understood the specification conditions of tender and general conditions of contract hereby tender to **Procurement and commissioning of Portable Acoustic Doppler Current Profiler (ADCP) with comprehensive warranty of three years for discharge measurement on river Godavari at site Bhadrachalam with all accessories, attachments at site complete in all respects** as specified in Price Bid with comprehensive warranty of the above mentioned articles in accordance with and as set forth in Notice Inviting Tender, General Conditions of Contract.

The quotations have been submitted in as stipulated in your Tender Notice. We also confirm that no condition has been stipulated in the price bid

We hereby agree that the said specification, conditions of tender and General and special Conditions of Contract together with the acceptance thereof in writing by or on behalf of the CWC, shall constitute the contract.

We have deposited Rs..... vide Receipt No.....dated.....as Earnest Money, Photostat copy of which is attached. Original Bank Guarantee No...../Bank Draft No..... from..... Bank is enclosed.

We also agree to abide by this tender for a period of 180 days from the opening date Of cover-I and in default of our so doing , the Earnest Money of Rs. deposited by us shall be liable to forfeiture at the option of the competent authority.

Should Executive Engineer, Lower Godavari Division, Central Water Commission Hyderabad ask for a break up of our price, we shall submit the same forthwith with adequate justification to establish its veracity, failing which Executive Engineer, Lower Godavari Division, Central Water Commission, Hyderabad may cancel our tender and forfeit the Earnest Money deposited by us.

We agree that you are not bound to accept the lowest or any tender you may receive and that you reserve the right to accept any offer either as a whole or in parts and that you are not bound to give any reasons for the decision.

Yours faithfully,

Dated..... Signature.....

Full Address
(Seal)

Note: All blank spaces to be filled in by the Bidder and submitted along with tender.

INSTRUCTIONS TO BIDDERS

1. Eligible Bidders

- 1.1 Only original Indian manufacturers, their authorized dealers/ representatives, Indian representative of foreign manufacturers having sufficient experience acting singly or in consortium with other such manufacturers/ dealers, having sufficient experience of similar works, shall be allowed to quote for the works. Similar works are defined as the works of supply, installation, testing, commissioning and maintenance of ADCP. The bidder shall be required to produce proof from the appropriate authorities of having satisfactorily completed similar works during the last ten years (ending on the last day of the month previous to the one in which the tenders are invited), where the systems installed by them are working satisfactorily in at least two alluvial river basins/ sub-basins for two years. Such works could be inspected by the representative of the department.
- 1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
- 1.4 The bidder should fulfill the Experience and Technical capacity along with financial capacity mentioned as eligibility criteria in tender notification.

2. Eligible Goods and Services

- 2.1 All goods and ancillary services to be supplied under the Contract shall have their origin in eligible source countries.
- 2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.3 The origin of goods and services is distinct from the nationality of the Bidder.

3. Cost of Bidding

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and **the Executive Engineer, Lower Godavari Division, CWC, Hyderabad** hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

A. The Bidding Documents

4. Content of Bidding Documents

The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instruction to Bidders (ITB);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Bid Form and Price Schedules;
- (g) Bid Security Form;
- (h) Contract Form;
- (i) Performance Security Form;
- (j) Performance Statement Form;

- (k) Manufacturer's Authorization Form;
- (l) Bank Guarantee for Advance Payment Form; and
- (m) Equipment and Quality Control Form.

5.0 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

6.0 Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing by telex/e-mail/fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives not later than 7 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders who have received the bidding documents.

7.0 Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

7.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing through e-mail/fax/post and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

B. Preparation of Bids

8.0 Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in **English language**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

9.0 Documents Constituting the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

- (a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11 and 12;
- (b) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) Documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
- (d) Bid security furnished in accordance with ITB Clause 15.

10.0 Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, and their country of origin, quantity and prices.

11.0 Bid Prices

11.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are required to submit the bids for all schedules specified in the 'Schedule of Requirements' and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids will not be taken into account for evaluation and will not be considered for award.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable:
 - a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
 - b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
- (ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- (iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
- (iv) the price of other incidental services listed in Clause 8 of the Special Conditions of Contract.

11.3 The Bidder's separation of the price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.4 Fixed Price: 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 will be treated as non-responsive and rejected.

12.0 Bid Currencies

12.1 Prices shall be quoted in Indian National Rupees (INR):

13.0 Documents Establishing Bidder's Eligibility and Qualifications

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

or

13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as per authorization form in Section XII) by the goods' Manufacturer or producer to supply the goods in India.

[Note: Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturer's for the same item of the schedule in the bid will be treated as non-responsive.]

- (b) that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in qualification criteria, all bids submitted shall include the following information:

- (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
- (ii) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested given Proforma);

14.0 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :

- a) a detailed description of the essential technical and performance characteristics of the goods ;
- b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and
- c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15.0 Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount as specified in Schedule of Requirements.

15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be denominated in Indian National Rupees (INR) and shall:

- (a) at the bidder's option, be in the form of either a certified cheque, letter of credit, a demand draft, or a bank guarantee from a nationalized/Scheduled Bank located in India or by a reputed banking institution selected by the bidder and located abroad in any eligible country;
- (b) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 15.7 are invoked;
- (c) be submitted in its original form; copies will not be accepted; and
- (d) remain valid for a period of 45 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 16.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 33, and furnishing the performance security.

15.7 The bid security may be forfeited:

- (a) if a Bidder (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or
- (b) in case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract in accordance with ITB Clause 34; or
 - (ii) to furnish performance security in accordance with ITB Clause 34.

16.0 Period of Validity of Bids

16.1 Bids shall remain valid for **90 days** after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

17.0 Format and Signing of Bid

17.1 The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

17.2 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

17.3 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

C. Submission of Bids

18.0 Sealing and Marking of Bids

18.1 The Bidders shall seal the the bid in envelope.

18.2 The envelope shall:

- (a) be addressed to the Purchaser at the following address of communication.

The Executive Engineer,
Lower Godavari Division
Central Water Commission
H.No.11-4-648, K G Bhavan
A.C.Guards,
Hyderabad – 500 004

- (b) the Invitation for Bids(IFB) title: PROCUREMENT AND COMMISSIONING OF 01 No PORTABLE ACOUSTIC DOPPLER CURRENT PROFILER (ADCP) FOR DISCHARGE MEASUREMENT ON RIVER GODAVARI AT SITE BHADRACHALAM and number: No. LGD/ADCP/2012-13/H/364 dated 11-02-2013, and a statement "Do not open before **15.00 hours on 04 -03-2013**".

18.3 The envelope shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

18.4 Telex, e-mail or facsimile bids will not be accepted.

19.0 Deadline for Submission of Bids

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.

19.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20.0 Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to ITB Clause 19, will be rejected and/or returned unopened to the Bidder.

21.0 Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

21.3 No bid may be modified subsequent to the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 15.7.

D. Bid Opening and Evaluation of Bids

22.0 Opening of Bids by the Purchaser

22.1 The Purchaser will open all bids, in the presence of Bidders' representatives who choose to attend, at **15.00 hours on 04-03-2013** and in the following location:

O/o The Executive Engineer,
Lower Godavari Division
Central Water Commission
H.No.11-4-648, K G Bhavan
A.C.Guards,
Hyderabad – 500 004

The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

23.0 Clarification of Bids

- 23.1** During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

24.0 Preliminary Examination

- 24.1** The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Agents, without proper authorization from the manufacturer, shall be treated as non-responsive.
- 24.2** Where the Bidder has quoted for more than one schedule, if the bid security furnished is inadequate for all the schedules, the Purchaser shall take the price bid into account only to the extent the bid is secured. For this purpose, the extent to which the bid is secured shall be determined by evaluating the requirement of bid security to be furnished for the schedule included in the bid (offer) in the serial order of the Schedule of Requirements of the Bidding document.
- 24.3** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
- 24.4** The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.5** Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 7), Warranty (GCC Clause 15), Force Majeure (GCC Clause 25), Limitation of liability (GCC Clause 29), Applicable law (GCC Clause 31), and Taxes & Duties (GCC Clause 33) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.6** If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

25.0 Evaluation and Comparison of Bids

- 25.1** The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24 for all schedules. No bid will be considered if the complete requirements covered in the schedule is not included in the bid. However, as stated in Para 11, Bidders are required to bid for all schedules and to offer discounts for combined schedules. These discounts will be taken into account in the evaluation of the bids so as to determine the bid or combination of bids offering the lowest evaluated cost for the Purchaser in deciding award(s) for each schedule. Cost of the bids will be evaluated combining cost .
- 25.2** The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of goods manufactured in India or goods of foreign origin already located in India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.

25.3 The Purchaser's evaluation of a bid will take into account, in addition to the bid price (Ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 25.5 and in the Technical Specifications:

- (a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
- (b) delivery schedule offered in the bid;
- (c) the availability in India of spare parts and after-sales services for the goods/ equipment offered in the bid;
- (d) the performance and productivity of the equipment offered.

25.4 Pursuant to ITB Clause 25.4, one or more of the following evaluation methods will be applied:

(a) *Inland Transportation, Insurance and Incidentals:*

- (i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITB Clause 11.2 (iii).

The above costs will be added to the bid price.

(b) *Delivery Schedule:*

- (i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each bid after allowing for reasonable transportation time. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculated for other bids at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond one month of stipulated delivery period will be treated as unresponsive.

(c) *Spare Parts and After Sales Service Facilities in India:*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(d) *Performance and Productivity of the Equipment:*

Bidders shall state the full guaranteed performance or 100% efficiency in response to the Technical Specification.

26 Contacting the Purchaser

26.1 No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.

26.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison contract award may result in rejection of the Bidder's bid.

E. Award of Contract

27 Post qualification

27.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 13 and is qualified to perform the contract satisfactorily.

27.2 Determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13, as well as such other information as the Purchaser deems necessary and appropriate.

27.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.

28 Award Criteria

28.1 Subject to ITB Clause 30, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

29 Purchaser's right to vary Quantities at Time of Award

29.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

30 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

30.1 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 the affected Bidder or bidders.

31 Notification of Award

31.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by e-mail/telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

31.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

32.0 Signing of Contract

32.1 At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

32.2 Within 7 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

33.0 Performance Security

33.1 Within 7 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.

33.2 Failure of the successful bidder to comply with the requirement of ITB Clause 32.2 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

34.0 Corrupt or Fraudulent Practices

34.1 The bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers or suppliers, observe the highest standard of ethics during the procurement and execution of such contracts. In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

34.2 The bidder shall sign the integrity pact as per CPWD form

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and satisfactory performance of its contractual obligations;
- (c) "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "The Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.
- (h) "The Purchaser's country" is the country named in SCC.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (j) "The Project Site", where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the member countries and territories.

3.2 For purposes of this Clause "origin" means the place where the Goods are mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

4.1 The Goods supplied 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 Goods' country of origin and such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information

- 5.1** The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2** The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3** Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

6. Patent Rights

- 6.1** The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

7. Performance Security

- 7.1** **Within 7 days** of receipt of the notification of contract award, the Supplier shall furnish performance security in the amount specified in SCC.
- 7.2** The proceeds of the 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.
- 7.3** The Performance Security shall be denominated in Indian National Rupees (INR) and shall be in one of the following forms:
 - 7.4** A Bank guarantee or irrevocable Letter of Credit, issued by a nationalized/scheduled bank located in India or a bank located abroad acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
 - 7.5** A cashier's check, certified check, or demand draft.
 - 7.6** The 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, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

- 8.1** The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- 8.2** The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3** Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4** The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8.6 Manuals and Drawings as specified in SCC

8.7 Acceptance Certificates: as specified in SCC

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

12. Transportation

12.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

14. Spare Parts

14.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 36 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 42 months after the date of shipment from the place of loading whichever period concludes earlier, unless specified otherwise in the SCC.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

16.4 Payment shall be made in Indian Rupees.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

18. Change Orders

18.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipping or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

21. Subcontracts

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(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 its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22;
- or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 34, in competing for or in executing the Contract.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, 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 or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

26.1 The Purchaser may at any time 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.

27. Termination for Convenience

27.1 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.

27.2 The Goods that are complete and ready for shipment within 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 Goods and for materials and parts previously procured by the Supplier.

28. Settlement of Disputes

- 28.1** 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.
- 28.2** If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier 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.
- 28.2.1** 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. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 28.2.2** Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 28.3** Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

29. Limitation of Liability

- 29.1** Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

- 30.1** The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

31. Applicable Law

- 31.1** The Contract shall be interpreted in accordance with the laws of the Union of India.

32. Notices

- 32.1** Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.
- 32.2** A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33. Taxes and Duties

- 33.1** Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. For supply of equipment from abroad, custom duty exemption certificate against the contract will be provided by the department.

34. Fraud and Corruption

- 34.1** If the Purchaser determines that the Supplier 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 day notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 24 shall apply as if such termination had been made under Sub-Clause 24.1.

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

- (a) The Purchaser is **Executive Engineer, Lower Godavari Division, Central Water Commission, 3rd Floor, KG Bhavan, AC Gaurds, Hyderabad-500 004.**
- (b) The Supplier is

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Section XIV of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement".

3. Performance Security (GCC Clause 7)

- 3.1 Within 7 days** after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the **Purchaser for an amount of 10% of the contract value**, in the form of Bank Guarantee from any scheduled bank duly pledged in favour of the **Executive Engineer, Lower Godavari Division, CWC, Hyderabad payable at Hyderabad valid** upto **60 days** after the date of completion of performance obligations including warranty obligations.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

- 3.2** Substitute Clause **7.3 (b) of the GCC** by the following:

A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favor of **Executive Engineer, Lower Godavari Division, Central Water Commission, Hyderabad.**

- 3.3** Substitute Clause **7.4 of the GCC** by the following:

7.4 The 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, including any warranty obligations under the contract and upon the supplier submitting a bank guarantee for a value as specified in Clause 11 of S.C.C. for annual maintenance service after the warranty period, three months prior to the expiry of the validity period of the performance guarantee, unless specified otherwise in SCC.

- 3.4** Add as Clause **7.5 to the GCC** the following:

7.5(a). In the event of any contract amendment, the Supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations.

7.5(b). Failure to submit the bank guarantee for annual maintenance service in the period specified in 7.4 above will constitute sufficient ground for forfeiture of the performance guarantee.

4. Inspection and Tests (GCC Clause 8)

The following inspection procedures and tests are required by the Purchaser:

1. Purchaser may inspect the equipment before dispatch in India at his own cost. In case of equipment to be dispatch from abroad, inspection will be done before installation/commissioning of the equipment at site. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Technical Specifications (Section–VI) at no extra cost to the Purchaser to ensure that the information supplied by the supplier in Section VI-B (Technical Responsiveness of Bids) is in conformity to the specifications provided in the Document.
2. Inspection of equipment at site of work before installation/commissioning.
3. Testing of equipment at site of work after installation to ensure conformity to the specification. The acceptance test will be conducted by the purchaser/ their representative or any other person nominated by the purchaser, at its option. The acceptance will involve trouble-free operation for five consecutive set of observations. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or bugs in the software should occur. All the software should be complete and no missing modules/sections will be allowed. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. In the event of equipment failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser

4.1 Manuals and Drawings (GCC 8.6)

- 8.6.1 Before the equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals at each site- together with pamphlets & technical details of equipment procured.
- 8.6.2 The manuals shall be in the ruling language (English) and in such form and numbers as stated in the contract.
- 8.6.3 Unless and otherwise agreed, the procurement process shall not be considered to be completed for the purpose of taking over until such manuals have been supplied to the Purchaser.

4.2 Acceptance Certificates (GCC 8.7):

- 8.7.1 On successful completion of acceptability test, receipt of deliverables etc, and after the purchaser is satisfied with the working of the system, the acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.
- 8.7.2 The training as per clause 18 of Special Conditions of Contract shall be conducted on the dates mutually agreed upon.

5. Packing (GCC Clause 9)

Add as Clause 9.3 of the GCC the following:

Packing Instructions: The Supplier will be required to make separate packages for each site of the Consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

- i) Project ii) Contract No. iii) Country of Origin of Goods iv) Supplier's Name, and v) Packing list reference number.

6. Delivery and Documents (GCC Clause 10)

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by E-mail/telex/fax the full details of the shipment including contract number, railway receipt number

and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- (i) Duplicate Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the consignee(s);
- (iii) Duplicate Copies of packing list identifying the contents of each package;
- (iv) Insurance Certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;
- (vii) Certificate of Origin; and
- (viii) Instructions & operation manuals – 2 sets with each ADCP.

The above documents shall be received by the Purchaser before arrival of the Goods (**except where the Goods have been delivered directly to the Consignee with all documents**) and, if not received, the Supplier will be responsible for any consequent expenses.

7. Insurance (GCC Clause 11)

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to **110%** of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.

8. Incidental Services(GCC Clause 13)

8.2 The following services covered under Clause 13 shall be furnished and the cost shall be included in the contract price of Schedule of Requirement.

- (a) Performance or supervision of the on-site assembly and/or start-up of the supplied unit;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied unit;
- (c) Furnishing of detailed operations and maintenance manuals of supplied unit;
- (d) Training of the Purchaser's personnel at the designated location:
Bhadrachalam (Dist-Khammam-AP), site on river Godavari under Executive Engineer, Lower Godavari Division, CWC, H.No.11-4-648, AC Guards, Hyderabad (Andhra Pradesh)-500004.in assembly, start-up, operation, maintenance and/or repair of the supplied Goods, as specified in Clause 18 of SCC.
- (e) Performance or supervision or maintenance and /or repair of the supplied units, for a period of two years, provide that this service shall not relieve the Supplier of any warranty obligations under this contract..

9. Comprehensive Annual Maintenance Contract (CAMC) for all equipment including Hardware, Software and Accessories supplied under the contract, for a period of three year after warrantee period shall also be provided by the supplier.

10. Spare Parts (GCC Clause 14)

Add as Clause 14.2 to the GCC the following:

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order. Supplier shall ensure the availability of after sales service for a period of at least five years including the warranty period.

11. Warranty(GCC Clause 15)

(i) G.C.C. Clause 15.2:

(a) In partial modification of the provisions, the warranty period shall be **36 months** from date of acceptance of Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion replace the whole or part of the equipment free of cost and extend warrantee period for next two year from the date of replacement in accordance with SCC 4 ;

(ii) Substitute Clause 15.4 of the GCC by the following:

“Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of **36 months.**”

(iii) GCC Clauses 15.4 and 15.5:

The period for correction of defects in the warranty period is 7 days.

(iv) Maintenance service

- a) Free maintenance services shall be provided by the Supplier during the period of warranty including replacement of the defective goods or parts thereof, free of cost.
- b) The maximum response time for maintenance complaint from any of the destinations specified in the Schedule of Requirements (i.e. time required for supplier's maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 7 days.
- c) The supplier shall guarantee a 90% uptime for systems. In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for a penalty of Rs. 1000/- per ADCP unit per day. The amount of penalty will be recovered from the Performance Security guarantee during warranty period.

12. Payment (GCC Clause 16)

Payment for Goods and Services shall be made in Indian Rupees as follows:

(i) *Advance Payment:* Nil.

(ii) **On Delivery: 80% (Eighty percent)** of the contract price shall be paid on receipt of Goods and **On successful testing, commissioning and training of Personnel in ADCP** upon submission of the documents specified in SCC Clause 6 above. However an advance copy of the supplier's invoice for these goods shall be sent to the purchaser separately.

(iii) **On Final Acceptance:** the remaining **20% (twenty percent)** of the Contract Price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the Purchaser's representative for the respective delivery.

13. **Prices (GCC Clause 17)**

Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

14. **Sub-contracts (GCC Clause 21)**

Add at the end of GCC sub-clause 21.1 the following:

Sub-contract shall be only for bought-out items and sub-assemblies

15. **Liquidated Damages (GCC Clause 23)**

14.1 For delays (GCC Clause 23.1)

The applicable rate is **0.5% per week** for each place of delivery and the maximum deduction is **10%** of the contract price.

16. **Settlement of Disputes (Clause 28)**

The dispute settlement mechanism to be applied pursuant to GCC Clause 28.2.2 shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.

The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India), New Delhi chapter.

- (b) In the case of a dispute with a Foreign Supplier, the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India), New Delhi chapter.
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the President of the Institution of Engineers (India) New Delhi Chapter, both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the President of the Institution of Engineers (India), New Delhi chapter making such an appointment shall be furnished to each of the parties.
- (d) Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by

agreement between the parties; failing such agreement, by the appointing authority namely the President of the Institution of Engineers (India), New Delhi chapter.

17. Notices (Clause 32)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

(c) Purchaser: **Executive Engineer, Lower Godavari Division, Central Water Commission, 3rd Floor, KG Bhavan, AC Gaurds, Hyderabad-500 004**

Supplier: (To be filled in at the time of Contract signature)

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18. Progress of supply

Supplier shall intimate progress of supply in writing to the Purchaser

19. Training:

Training On installation: For the ADCP supplied and commissioned, the Supplier is required to train the designated Purchaser's technical and end-user personnel to enable them to effectively operate the total system at least for two days. The training schedule will be agreed to by both parties during the performance of the Contract.

The costs of travel, transportation and per diem for the trainees shall be borne by the Purchaser.

Suitable training Handouts shall be given to each of the Trainees. The classroom training, hands on experience and troubleshooting shall be prepared as video for easy access and could be posted on the web. All training modules will be also provided as a media file (Windows Media Player Compatible) on a USB Drive/CD.

Training during Warranty: The training shall include field trainings at least once in each year for two days. The bidder is required to have hydrological equipment specialists in the training programs.

The training will be held at place of delivery.

20. Technical Documentation:

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

21. Supplier Integrity:

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

22. Supplier's Obligations:

The Supplier is obliged to work closely with the Purchaser's staff, and abide by directives issued by the Purchaser during implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the

Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold themselves responsible for any misdemeanors.

The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

23. Patent Rights:

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

SCHEDULE OF REQUIREMENTS

Name of Work: SUPPLY, TESTING & COMMISSIONING OF ADCP

S. No.	Brief Description	Unit	Quantity	Delivery Schedule	Bid Security in INR
1	<p>Procurement, installation & commissioning of portable Acoustic Doppler Current Profiler (ADCP) with bottom tracking facilities, associated peripherals, Laptop along with Software and with all accessories for discharge measurement of rivers, attachments at site complete in all respects.</p> <p>The ADCP unit shall have a minimum of 4 transducer beams with a frequency range of 500 kHz to 1200 kHz capable of measuring discharge in sediment-laden rivers of 40m depth or more with velocities up to 10 m/sec.</p> <p>The ADCP system shall normally be capable of performing flow computations through a robust laptop computer. The system shall be supplied and installed on Three Hull Trimaran (not a one hull Boat). The fixtures/bracket for installing ADCP on Trimaran and attaching it to Boat/Catamaran and installation of complete system shall also be part of the supply.</p> <p>The ADCP system shall be provided with appropriate software for use on a robust laptop PC to permit receipt of and processing of the data in the field and for post-processing, and must incorporate full user-friendly graphical interface and data presentation graphics facilities to show real-time displays of stream current profile, bathymetry and computed discharge. All necessary cables, connectors, batteries and user manuals are to be supplied.</p>	No.	1 No. (one)	Within one month from the date of issue of supply order at the Consignee	INR 40,000/- (Forty thousand) only

Note:-

- (a) The ADCP shall be delivered, installed and commissioned by the supplier after delivery to the consignee and made operational at the following Gauge, Discharge, Silt & Water Quality site:- **Bhadrachalam** (Dist-Khammam-AP) site on river Godavari under Executive Engineer, Lower Godavari Division, CWC, Hyderabad
- (b) Requirements as per Schedules to be quoted by the Bidder. Bids offered for partial items of a schedule or part quantity of an item of a schedule will be considered as non-responsive.
- (c) Testing & commissioning of equipments shall be carried out only in presence of qualified service engineer of the supplier and authorized representative of the Purchaser.
- (d) Training of Field officers for each unit supplied with hands on training for installation, testing, operation, retrieval of data and maintenance of instrument is mandatory [SCC clause 18].
- (e) Operation & Instruction Manuals, 1sets, at each location of installation.

TECHNICAL SPECIFICATIONS

ACOUSTIC DOPPLER CURRENT PROFILER

Purpose

The Acoustic Doppler Current Profiler (ADCP) is to be used for automated discharge measurements from a small boat on rivers and canals, normally deployed on its own floating platform (trimaran) which can be towed by boat, from a cableway, from a bridge, from opposite banks or can possibly be remote controlled. The ADCP may also be mounted on a moving boat. Typical applications are verification of velocity-area data, discharge measurements at important locations and discharge measurements on large rivers. The ADCP will be deployed in a roving mode, being transported from the one site of interest to the other. Should flow conditions require, the ADCP should also be mounted on a moving boat.

The discharge measuring system should be able to be deployed at the nominated sites for throughout the year.

Conditions and requirements

- The ADCP shall be of such a design that it operates reliably and accurately under the prevailing environmental and hydraulic conditions.
- The ADCP shall be easy to operate and maintain.
- All materials on the ADCP exterior shall be non-corrosive.
- The ADCP shall be compact, light and easy to transport.
- The sensor-head shall be sturdy and impact resistant.
- If mounted on a boat, the ADCP shall be installed in the survey boat in such a way that no air will be sucked underneath the transducers of the profiler.
- The ADCP shall be on a three-hull trimaran boat
- The ADCP shall be easy to install and deploy from a small boat, should flow conditions require this option. For this purpose, matching rigging material should be part of the delivery.
- If mounted on a boat, the X-direction of the ADCP shall be parallel with the longitudinal axis of the boat.
- The ADCP shall utilize broadband signal processing to improve time, space and velocity resolution and accuracy in shallow waters.
- The ADCP shall have small dead zones at the surface and the bottom as making it usable in very shallow to deeper waters.
- A portable PC (**Laptop**), meeting the requirements of the current profiler is to control the ADCP, to monitor the data acquisition process, to store the collected data and to visualise collected data files. **Cost of Laptop shall be included in the unit cost of ADCP.**
- The ADCP shall support accurate Bottom Tracking.
- The ADCP shall support use of DGPS, to be used during moving bed conditions (under normal conditions the DGPS may not be used).
- The ADCP shall have an acoustic frequency and operating modes suitable for robust bottom tracking in the presence of resuspended material near river bed and for deeper profiling in high sediment concentrations as well as a fast sampling mode.
- A DGPS system shall be part of the delivery and included in the bid price. The DGPS shall meet the following requirements.
 - ◇ Fully compatible with the ADCP system, hardware and software
 - ◇ Same or stand-alone power supply
 - ◇ comprise of two receivers and a digital radio link to transport the reference data from the fixed station to the ADCP
 - ◇ Position accuracy of the DGPS shall be ≤ 0.5 m
 - ◇ update rate of ≤ 1 second
 - ◇ Position conversion to the co-ordinate system used for the streams
 - ◇ Proper and accurate referencing to boat in order to allow accurate conversion of Doppler velocity into actual water velocity (including direction)
 - ◇ The combination of ADCP and DGPS systems shall meet the accuracy requirements as specified

below under Specifications.

- All relevant data from ADCP, DGPS, compass, echo-sounder and other devices shall be stored on laptop PC for validation and post processing.
- The supplier shall provide adequate training at his workshop and on site.
- The current profiler shall be supplied with the required accessories, software and operator's manual

Required Technical Specifications

1. Sensor

Mode of operation	: real time from a sailing boat
Measuring range	: ± 10 m/s (velocity relative to instrument)
Stream velocity range	: ± 5 m/s default, ± 10 m/s max.
Stream velocity accuracy	: $\leq 0.25\% \pm 0.005$ m/s
Resolution	: ≤ 0.01 m/s ping
interval	: ≤ 0.1 s
configuration	: 3 or 4 beams
beam angle	: $\geq 20^\circ$ and $\leq 30^\circ$
Acoustic frequency	: highest possible frequency for adequate bottom tracking at depths of 30 m in fast flowing, sediment laden waters
Number of cells	: 25 typical, 100 max. (automatic selection)
Cell size	: 10cm min. (automatic selection)
Profiling range	: 0.3m to 40m
Surface cell range	: 25cm
Data output rate	: 1-2Hz (Typical)

2. Depth Measurement

Range	: 0.3m to 30m or more
Accuracy	: $\pm 1\%$ (with uniform water temperature and salinity profile)
Resolution	: 1mm

3. Bottom tracking

Accuracy	: 1 cm/s
Stream velocity range	: upto ± 9.5 m/s
Depth range	: 30 m or more

4. Standard Sensors:

Sensor	Temperature	Tilt (pitch and roll)	Compass (heading)
Range	-5° to 45° C	$\pm 15^\circ$	0-360 $^\circ$
Accuracy	$\pm 0.4^\circ$ C	$\pm 0.5^\circ$	$\pm 2^\circ$
Resolution	0.01 $^\circ$ C	0.01 $^\circ$	0.01 $^\circ$

5. Auxiliary

Communication interface : The ADCP and DGPS shall communicate with the laptop PC using two channels, interference-free radios. Error detection, frequency 900 MHz minimum, power 100 mW minimum, line of sight range at least 7 km. Connector for ADCP, DGPS and laptop PC, cables, internal rechargeable battery, antennae and waterproof cases are included in the delivery.

Power supply and : Battery Capacity >10 hrs. continuation operator

Housing : corrosion proof

Ingress protection : waterproof, compliant with IP68, 20 m

Operating temperature : 10 to 60°C (equipments except ADCP)
: 10 to 45°C (for ADCP)

The operating temperature range specification applies to all components of the ADCP, like: sensor head, cables, interfaces, etc.

Humidity : up to 100 %

6. Hardware and software: Laptop PC suitable for communicating with the ADCP, DGPS and other devices for running the associated ADCP software in the field, and for communicating with office based PCs for subsequent data transfer through suitable Real time interfacing. .

a. Laptop should be make of standard brand and should have the following minimum specification:

- Intel Core i7 Processor (2.8 GHz or more , 6 MB L2 cache or more, 1066 MHz FSB or more)
- 15.6 OR 14/14.1 inch TFT Screen; 4 USB Ports
- 4 GB DDR3 RAM Upgradeable to 8 GB or More
- HDD 320 GB 5400 rpm or more
- DVD Writer: Integrated 8X DVD Writer and Integrated Stereo
- Speaker, key Board with Touch Pad.
- Windows7 or more Operating System Preloaded and MS Office 2010 licensed (standard) copy software and Leather Carry Bag will be part of delivery.

Set-up : preparation of the instrument for data collection, setting of depth-cell size, number of depth cells and ping rate, averaging, storage interval. In case the instrument features in-built compass then software assisted compass calibration shall be supported. set-up of bottom tracking and/or on line DGPS

Data collection : The PC software shall control the data collection process, record the data in a file system on disk and report aberrations.

Monitoring : Suitable software should be provided for graphical visualization of data.

Processing :

- calculation of bin-wise discharge and total discharge
- user input/selection of extrapolation methods to bottom, surface and stream banks
- display of input data and processing results in graphical and numerical format
- having the capability of internal memory storage

Data export : Data export to spread sheet and ASCII formats shall be supported.

7. Deployment : The ADCP system will normally be deployed on a moving boat already available with CWC.

Accessories

The following accessories should be part of the delivery.

- Tools
- Spare parts
- mounting brackets
- shipping case
- any other items used in instrument (ADCP)

Technical Responsiveness

Summary of Instructions

- Particulars of Manufacturer and local agent cum representative are to be given under rows Model and Address
- All entry boxes in column3 (as per bid) of the equipment specifications shall be filled in accurately and comprehensively. Quantitative fields shall be filled in accurately. It is not acceptable to use Yes, No,
- Requested materials and information shall be enclosed with the bid and be unambiguously associated with instruments as offered in the bid.
- Negligence to comply with the instructions and requirements as stated above makes the bid liable to be rejected.
- The Bidders experience with the offered equipment should be clearly reflected.

Particulars of offered items and Addresses of Manufacturers.

	Acoustic-Doppler Current Profiler	
	Manufacturer:	
	Name:	
	Place:	
	Tel:	
	Fax:	
	E-mail:	

Technical Specification required		Technical specification as offered by the Supplier
Acoustic Doppler Current Profiler	MAKE AND MODEL	
ADCP Type	I. Down-looking ADCP for measurement of discharge	
Mode of Operation	Real time from a sailing boat	
Water Velocity Profiling		
Operation mode	Broadband or pulse- coherent, automatic	
Velocity range	±5 m/s default, ±10 m/s max	
Profiling range	0.3 m to 40 m	
Accuracy	±0.25% of water velocity relative to ADCP, ±2mm/s	
Resolution	1 mm/s	
Number of cells	25 typical, 200 max, (automatic selection)	
Cell Size	10 cm min. (automatic selection)	
Surface cell range	25 cm	
Data output rate	1-2Hz (typical)	
Bottom tracking (or GPS)		
Operation mode	Broadband	
Velocity range	±10 m/s	
Depth range	0.4 m to 70 m	
Accuracy	±0.25% of bottom velocity relative to ADCP, ±2mm/s	
Resolution	1 mm/s	

Depth Measurement			
Range	0.3m to 70 m		
Accuracy	±1% (with uniform water temperature and salinity profile)		
Resolution	1 mm		
Standard Sensors			
Sensor	Temperature	Tilt(pitch and roll)	Compass(heading)
Range	-5° to 45°c	±15°	0-360°
Accuracy	±0.4°c	±0.5°	±2°
Resolution	0.01°c	0.01°	0.01°
Transducer and Hardware			
System frequency	600kHz		
Configuration	Phase array (flat surface, janus four beams at 30°beam angle)		
Internal memory	16MB		
Communications			
Standard	RS-232, 1200 to 115,200 baud. Bluetooth, 115,baud, 200m range.		
Optional	Radio Modem, range>30km (line of sight)		
Accessories	Floating platform for the ADCP(Trimaran)		
	Make & Model of Laptop & its specification for recording measurements, display and processing of data, control of observation system, with communication system with ADCP		
Tools and manuals	Complete tool kit for installation and routine maintenance giving full details. Full documentation (wiring diagrams) and maintenance instructions in English		

PRICE SCHEDULE FORM

SUPPLY, TESTING & COMMISSIONING OF ADCP

<u>Name of work</u>	<u>Unit</u>	<u>Rate (INR)</u>	<u>Quantity</u>	<u>Total Amount (INR)</u>	
				<u>In Figures</u>	<u>In Words</u>
Supply and commissioning of Portable Acoustic Doppler Current Profiler (ADCP) for discharge measurement on rivers with all accessories, attachments At site complete in all respects, including training of personnel & maintenance and operation manuals.	No.		1 (one)		
A. Ex-Factory/Ex-Showroom/Ex-warehouse price of ADCP, Laptop, Rigging Accessories					
A1. ADCP					
A2. Rigging Accessories					
A3. Laptop					
A4. Other attachments if any					
B. Custom Duty					
C. Packing & forwarding Charges					
D. Inland freight & insurance charges					
E. Installation commissioning and training charges					
F. Any other charges					
G. VAT/Sales Tax on item no. _ _ _ _ @ _ _ _ _ _					
H. Service Tax on item no.. _ _ _ _ @ _ _ _ _ _					
Total					

(In words)

Signature of Bidder.....

Name.....of bidder.....

NOTE:

1. Requirements as per Schedules to be quoted by the Bidder. Bids offered for partial items of a schedule or part quantity of an item of a schedule will be considered as **non-responsive**.
2. Testing & commissioning of equipments shall be carried out only in presence of qualified service engineer of the Supplier and authorized representative of the Purchaser.
3. Training of field officers for each unit supplied with hands on training for installation,
4. Testing, operation, retrieval of data and maintenance of instrument is mandatory [SCC clause 18].
5. Operation & Instruction Manuals, one sets, at each location of installation
6. Custom duty exemption Certificate will be provided by the purchaser. Custom duty, VAT/Sales Tax and Service tax will not be considered for financial evaluation of bids.

CONTRACT FORM

THIS AGREEMENT made theday of....., 20... between **The Executive Engineer, Lower Godavari Division, Central Water Commission, 3rd Floor, KG Bhavan, AC Gaurds, Hyderabad-500 004** (*Name of purchaser*) of India (*Country of Purchaser*) (hereinafter called "the Purchaser") of the one part and (*Name of Supplier*) of (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz.,(*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

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 be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier 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.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods 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.

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

SL. NO.	BRIEF DESCRIPTION OF GOODS	QUANTITY TO BE SUPPLIED	UNIT PRICE	Total

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said (For the Purchaser)
in the presence of:.....

Signed, Sealed and Delivered by the said..... (For the Supplier)
in the presence of:.....

PERFORMANCE SECURITY FORM

To:

**THE EXECUTIVE ENGINEER
LOWER GODAVARI DIVISION
CENTRAL WATER COMMISSION
HYDERABAD**

WHEREAS..... (Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract (Notification of Award) No..... dated,..... 20... to supply.....(Description of Goods and Services) hereinafter called "the Contract".

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....
.....
.....

Date.....20....

Address:.....

.....
.....

PERFORMANCE STATEMENT

(Please see Clause 13.3 (b) (ii) of instructions to bidders)

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

Bid No.....

Date of opening.....

Time..... Hours

Name of the Firm.....

Order placed by (full address of Purchaser)	Order No. & date	Description & quantity of ordered equipment	Value of the order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a certificates from the Purchaser/C onsignee)
				As per contract	Actual		

Signature and seal of the Bidder

MANUFACTURERS' AUTHORIZATION FORM*

No. dated

To

**The Executive Engineer,
Lower Godavari Division
Central Water Commission,
Hyderabad**

Dear Sir:

We who are established and reputable manufacturers of *(name and description of goods offered)* having factories at *(address of factory)* do hereby authorize M/s *(Name and address of Agent)* to submit a bid, and sign the contract with you for the goods manufactured by us against the above IFB.

No company or firm or individual other than M/s _____ are authorized to bid, and conclude the contract for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract and Clause 10 of the Special Conditions of Contract for the goods and services offered for supply by the above firm.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Bidder in its bid.

* Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited.

**CAPABILITY STATEMENT OF PERSONNEL, EQUIPMENT,
PLANT AND PAST PERFORMANCE (Format - B)**

BID NO.

DATE OF OPENING :

NAME OF THE BIDDER:

.....

1.	Name and address of the bidder	
2.	Phones:	
	Manufacturer	
	Authorized Agent	
	Dealer	
	Others, please specify	
3.	Plant:	
a)	Location	
b)	Description, Type and size of building	
c)	Is property on lease or free hold? If on lease indicate date of expiry of lease in each case.	

4.

a) Type of equipment relevant to the assignment manufactured and supplied during last 5 years

Name of equipment	Capacity/ Size	Nos. Manufactured	Projects to which supplies are made	No. of orders on hand

b) Type of equipment relevant to the assignment manufactured, supplied, installed and commissioned during last 5 years.

Name of equipment	Capacity/ Size	Nos. Manufactured	Projects to which supplied, installed and commissioned	No. of orders on hand

5.

a) Types of equipment relevant to the assignment supplied during last 5 years other than those covered under 4 above.

Name of equipment	Capacity/ Size and model	Nos. Manufacturers and Country of origin	Total Nos. supplied in India	Projects to which supplies are made	No. of orders on hand

- b) Type of equipment relevant to the assignment supplied, installed and commissioned during last 5 years other than those covered under 4 (a) and (b) above

Name of equipment	Capacity/ Size and model	Nos. Manufacturers and Country of origin	Total Nos. supplied in India	Projects to which supplies are made	No. of orders on hand

6. Plant facilities:

	<u>Sq. Meter</u>	<u>Remarks</u>
a) Space available for manufacture	-----	
b) Space available for storage	-----	
c) Space available for inspection items offered	-----	
d) Space available for storage items offered	-----	
e) Are buildings fire resistant?		Yes/ No
f) Are premises approved by Municipal fire Production?		-----
g) Are buildings under Municipal fire Productions?		-----
h) Are power and fuel supply adequate to meet production requirements?		-----
i) Are adequate transportation facilities available?		-----
j) Are safety measures adequate for performance of proposed contract?		-----
k) Is adequate material handling available?		-----

7. Details of testing facilities/QUALITY CONTROL available

- a) List testing-equipment available
- b) Give details of tests which can be carried out on items offered.
- c) Details of the testing /QUALITY CONTROL organization available.

8. Personnel/ Organization :

- a) Production
- b) Marketing
- c) Installation and Commissioning
- d) Service
- e) Spare parts
- f) Administrative

9. Nearest service center to Purchase:

Location.....Phone No.....

10. Details of organization at Service Centre

- a) No. of skilled employees -----
- b) No. of unskilled employees -----
- c) No. of engineering employees -----
- d) No. of administrative employees -----
- e) List of special repair/ workshop facility available -----
- f) The storage space available for spare parts -----Sq.m
- g) Value of minimum stock of spares available at all the service centers in respective currency

- h) List of the models/ types by number of equipment serviced by the center in last 2 years.
- 11. Names of two buyers to whom similar equipment are supplied installed and commissioned in the past and to whom reference may be made by the purchaser regarding the bidder's technical and delivery ability :
 - 1. -----
 - 2. -----
- 12. List of components usually subcontracted.....
- 13. Schedules for furnishing technical data and certified drawings after receipt of orders.....
- 14. Workload as percentage of total capacity for the current and forthcoming financial year on quarterly basis.....

SERVICE SUPPORT DETAILS

Name of Service Stations	Destination Address and District	Phone No. /Mobile phone No.	Telex/ Fax No.	Office Working Days and Hours	Number of Service Engineers	Number of service Staff	Value of Minimum Stock Available at all times

Signature and Seal of the Manufacturer/Bidder

INTEGRITY PACT

To be signed by the bidder and same signatory competent / authorised to sign the relevant contract on behalf of Govt. of India

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of ..20.....

BETWEEN

President of India represented through *Executive Engineer, Lower Godavari Division, CWC, Hyderabad* (Hereinafter referred as the „**Principal/Owner**“, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)
through (Hereinafter referred to as the
(Details of duly authorized signatory)

“**Bidder/Contractor**” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender (NIT No. LGD/ADCP/H/2012-13) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for:

Procurement & commissioning of 01 no. portable Acoustic Doppler Current Profiler (ADCP) with comprehensive warranty of three years for discharge measurement on river at site Bhadrachalam with complete hardware, software and other peripherals.

Here in after referred to as the “**Contract**”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land,rules,regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, , provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The principal/ Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/ Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner“ s employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/ Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote

on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or Submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article3: Consequences of Breach

With out prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner" s absolute right:

1)If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

2)**Forfeiture of Bid security/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub- contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the contract been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CWC.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender
- 2) Changes and supplements need to be made in writing. Side agreements have not been made
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

----- (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

WITNESSES:

1.-----
(signature ,name and address)

2.-----
(signature ,name and address)

Place:

Dated: