



Cost of Tender Document: Rs.500.00

भारत सरकार
Government of India
जल शक्ती मंत्रालय/Ministry of Jal Shakti

जल संसाधन, नदी विकास एवं गंगा संरक्षण विभाग
Department of Water Resources, RD & GR

केन्द्रीय जल आयोग
Central Water Commission

**e- TENDER FOR SUPPLY OF SILT AND WATER QUALITY
EQUIPMENTS FOR NEW H.O. SITES UNDER SOUTH
WESTERN RIVERS DIVISION, CWC, KOCHI**
[Two Envelope with e-Bidding]



South Western Rivers Division, Central Water Commission, Kochi

Last date for online submission of tender: - 09.10.2019 at 17:00hrs.
Date of opening of tenders:- 10.10.2019 at 11:00hrs.

TENDER NO: NIT No.25/SWRD/CWC/2019-20 dated 26-09-2019

Certified that this tender document contains 33 pages only.

Executive Engineer
South Western Rivers Division



संख्या: No. SWRD/Hqs/259(1)/2019/4243-46

तारीख /Dt: 26/09/2019

वनविदा आमंत्रण सूचना / Notice Inviting Tender
e-TENDER FOR SUPPLY OF SILT AND WATER QUALITY
EQUIPMENTS FOR NEW H.O. SITES UNDER SOUTH WESTERN
RIVERS DIVISION, CWC, KOCHI.

On behalf of the President of India, Executive Engineer, South Western Rivers Division, Central Water Commission, Kochi invites online bids for tendering from the eligible suppliers/manufactures/contractors who have carried out similar works in CWC, other Govt. offices, PSUs & any other reputed firms for the following work.

1. काया का नाम/Name of work :	Supply of Silt and Water Quality Equipments for new H.O. sites under South Western Rivers Division, CWC, Kochi.
2. अनुमानित लागत/Estimated Cost	Rs. 967500/- (Including GST and all other charges)
3. अविम धन/Earnest Money:	Rs 19350/-
4. Cost of Tender :	Rs.500/-
5. वितरण अवधि/Delivery Period:	30 Days from the date of issue of Supply Order

CRITICAL DATE SHEET

Date of Publishing	26-09-2019 at 17.00 hrs
Bid Document Download Date	27-09-2019 at 10.00 hrs
Clarification Start Date	27-09-2019 at 10.00 hrs
Clarification End Date	09-10-2019 at 11.00 hrs
Bid Submission Start Date	27-09-2019 at 10.00 hrs
Bid Submission End Date	09-10-2019 at 11.00 hrs
Bid Opening Date	10-10-2019 at 11.00 hrs

Tender document can be downloaded from CWC Website at <http://cwc.gov.in/tenders> or from the Central Public Supply Portal <http://eprocure.gov.in/eprocure/app>.

Bids received on CPP portal (<http://eprocure.gov.in/eprocure/app>) only will be considered. Bids in any other form sent through sealed cover/email/post/fax etc. will be rejected.

-sd-

अधिशायी अभियंता (Executive Engineer)

भारत के राष्ट्रपति की ओर से (For and on behalf of President of India)

प्रतिलिपि:

- (1) The Superintending Engineer, CSRC, CWC, Kochi (through email).
- (2) Accounts Branch, SWRD, CWC, Kochi (through email).
- (3) CWC Website/ CPP Portal
- (4) Notice Board, SWRD, CWC, Kochi

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Tender Key Events and Dates

1.	Tender Inviting Authority Designation/ Address	Executive Engineer, South Western Rivers Division, Central Water Commission, Jaldhara, Kasturba Nagar Kadavanthara P.O, Kochi - 682020
2.	Mode of Submission of tender	The bids are to be submitted online through the e-Supply portal only (http://eprocure.gov.in/eprocure/app). Bids submitted manually will not be accepted. The bidders would be required to register in the website which is free of cost.
3.	Addressee and address at which documents are to be submitted. (Original Bid Security/EMD in approved form & Cost of Tender Document)	Executive Engineer, South Western Rivers Division, Central Water Commission, Jaldhara, Kasturba Nagar Kadavanthara P.O, Kochi - 682020
4.	Job requirement	Supply of Silt and Water Quality Equipments for new H.O. sites under South Western Rivers Division, CWC, Kochi.
5.	Language(s) in which items to be printed	English
6.	Validity of the Tender	90 Days
7.	Issuance of the Tender	Bid Documents can be downloaded from CWC website http://www.cwc.gov.in or from the Central Public Supply Portal http://eprocure.gov.in/eprocure/app
8.	Cost of Tender Document	Rs.500/- in form of Demand Draft in favour of Executive Engineer, SWRD, CWC, Kochi.
9.	Last date & Time for submission of Bids Online	09/10/2019 up to 17:00 hrs.
10.	Earnest Money Deposit amount payable	Rs. 19350/-
11.	Date, Time and Place of Public Online Tender Opening Event	Online Opening of bid shall commence at 11.00 hours on 10/10/2019. On opening date, the bidder can login and see the bid opening process. After opening the bids, he/she will receive the competitor bid sheets.
12.	Delivery Period and Place	30 Days from the date of supply order. Delivery place: Free on Road at O/o The Executive Engineer, SWRD, CWC, Kochi.

Chapter 1 – Instructions To Bidders

1. General Conditions

1. Before submitting the tender, the tenderer must ensure that it has understood the exact requirement of the Purchaser. *In the case of any discrepancy or ambiguity felt by the tenderer in the scope of work, and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing by the tenderer and in turn get that clarified from the purchaser in writing at least three days before the last date of tender submission.* In the case of no such clarification required by the tenderer, it will be construed that all the requirements of the purchaser are understood by the tenderer. No communications will be entertained in this regard at any stage of work after the opening of the tenders.
2. Not more than one tender shall be submitted by one supplier or suppliers having a business relationship. Under no circumstances will father and his son (s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
3. Tenderer who has downloaded the tender from the CWC website <https://www.cwc.gov.in> and Central Public Supply portal (CPSP) website <https://eprocure.gov.in> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if same is found to be tampered /modified in any manner, the tender will be completely rejected and EMD shall be forfeited.
4. Intending tenderers are advised to visit again CWC website www.cwc.gov.in and CPSP website <https://eprocure.gov.in/eprocure/app> at least 1 day prior to closing date of submission of tender for any corrigendum/amendment.
5. Bids will be opened as per Date/Time as mentioned in the Tender Key Event Sheet.
6. No tenderer will be allowed to amend or withdraw any terms and conditions/parts or whole /quoted prices of its tender under any circumstances after submission of the tender.
8. The purchaser has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
9. Canvassing, Soliciting, Fraud Practices, Suppression of facts, stating wrong facts and Fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works/purchases.
10. The tenderers are expected to understand the forms, terms, specifications, and other details mentioned in the tender document.
11. Each tenderer is entitled to submit only one set of tender. The tender document is non-transferable.

12. At any time prior to the deadline for submission of tenders, the purchaser, for any reason, whether at its own initiative may modify the scope of work or any condition of the tendering documents by amendments.
13. The tenderers must quote the rates keeping in mind all the terms and conditions mentioned in this document.
14. The valid means of communications for this tender shall be in writing a letter through e-mail or fax followed in original by speed/registered post.
15. The Director(s)/Owners of the tendering firms having near relative working at the Gazetted rank post in CWC are debarred from tendering. Any breach of this condition would result in the blacklisting in all future works by Central Water Commission.
16. The tendering firm may ensure that it has no engineer of Gazetted rank, earlier employed in CWC (who has not completed two years after his retirement or leaving of services), and is on its Board of Directors. Such firms are debarred from participating in tendering. Such tender is liable to be rejected at any stage of work.
17. It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender.
18. No deviation in the payment terms mentioned in the tender document is permissible. The tenderer shall be deemed to agree with the payment terms mentioned in the tender document for submission of the bid.
19. The words “bid” and “bidding” has been used interchangeably with the words “tender” and “tendering” respectively. The term “contractor” has been used interchangeably with “supplier”.
20. For the purpose of this tender the Contract agreement with the successful tenderer shall comprise of:-
 - a. The tender form and financial bid submitted by the tenderer.
 - b. Tender document.
 - c. Amendment to the tender document
 - d. Post tender opening correspondences; and
 - e. Purchaser’s notification of award of the contract

2. Eligibility Criteria for the Tenderers

- a. Should be an authorized dealer/distributor/manufacturer of such items (copy of dealership/distributor may be appended).
- b. Should be a Government registered Firm/Agency.
- c. The tenderer shall have a valid GST number.
- d. The tenderer shall have a valid PAN number.
- e. Should have successfully supplied Silt and Water Quality Equipments to any Govt/PSU/any reputed organization/firms in last 3 years (Supporting documents shall be appended so that same can be verified).

3. Submission of Documents

- 1) The following documents are to be furnished online as **Technical Bid (COVER I)** by the bidder.
 - i. Scanned copy of Cost of Bid document as Demand Draft for Rs.500/-
 - ii. Scanned Copy of EMD as Demand Draft for Rs.19350/-
 - iii. Signed copy of firm's registration certificate.
 - iv. Signed copy of partnership deed/authorization/dealership/OEM.
 - v. Signed copy of PAN& GST number of the tenderer.
 - vi. Signed original undertaking by the tenderer on his letter head of not being blacklisted by any government department.
 - vii. Signed copy of tender document (each page).
 - viii. Signed copy of similar size supply order of Silt and Water Quality Equipments in the past 3 three years.
 - ix. The bidder shall submit specification & drawings and the literature of the equipment (Including Photos of Equipment).
- 2) The following documents are to be furnished online as **Financial Bid(COVER II)** by the bidder:
 - a) Bill of Quantities (BoQ). Bill of Quantities (BoQ) (using the Schedule uploaded with the bidding documents) wherein the rates shall be entered online. Upon entry of unit rates for all the items, total Bid Price would be calculated automatically by the System and displayed.
- 3) The bidder has to submit following documents in hard copy in a sealed envelope in office before last date and time of opening of Online bid otherwise, the bid will not be considered for opening and will be rejected:
 - a) Cost of Tender Document and Earnest Money Deposit in original

4) Period of Validity of Tenders

The Tender shall remain open for acceptance for a period of 90 days from the date of opening of tenders.

In exceptional circumstances, the purchaser may solicit the tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided shall also be suitably extended. The tenderer may refuse the request without forfeiting its EMD.

5) Cost of Tender Document

The bid documents shall be downloaded for free of cost from the websites www.cwc.gov.in/tenders and from CPP Portal. However the Rs.500/- towards the cost of tender in form of Demand Draft in favour of Executive Engineer, SWRD CWC, Kochi has to be submitted along with the Bid Document

6) Tender Security (EMD)

EMD of Rs.19350/- (Rupees Nineteen Thousand Three Hundred and Fifty only) shall be deposited in the form of demand Draft in favour of Executive Engineer, South Western Rivers Division, CWC, Kochi or in form of a Bank Guarantee from a scheduled bank as per Performa given in Chapter 7. In case the EMD submitted in the form of the bank guarantee it will remain valid up to 45 days beyond the final tender validity period. The tenders unaccompanied by the tender security/EMD will be rejected summarily. The EMD shall be submitted as per the format is given in chapter 7 form 1. Government Departments and Public Undertakings are exempted from furnishing this security.

The EMD will be forfeited:

- a) If a tenderer withdraws its tender during the period of tender validity specified by the tenderer; or
- b) In case of a successful tenderer, if the tenderer fails:
 - (i) To sign the Contract within 15 days of the issue of the notification for award of the contract; or
 - (ii) To furnish the specified performance security.

Refund of EMD

EMD furnished by all unsuccessful tenderers will be returned to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 days after conclusion of the contract.

6) Contents of Tender Document:

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

- (i) Notice Inviting Tender
- (ii) Instructions to the Tenderers
- (iii) Conditions of the Contract
- (iv) Schedule of requirement
- (v) Specifications and allied technical details
- (vi) Price schedule
- (ix) Performance Security Forms/Bid Security (EMD)

7) Tendering Process

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

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

Detailed guidelines for viewing Bids and submission of online Bids are given in the CPP Portal. Any Bidder can log on to this CPP Portal and view the NIT and details of Works/Goods for which Bids are invited. However, every Bidder has to enroll/register in the CPP Portal, and should have valid Digital Signature Certificate (DSC) in the form of smart card/etoken obtained from any Authorized Certifying Agency. The Bidder should register in the CPP Portal using the relevant option available. Then

the Digital Signature registration has to be done with the e-token, after logging onto the website. The Bidder can then log in the CPP Portal through the secure login by entering the password of the e-token & the user id/ password chosen during registration.

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

b) Opening of Bids:

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

c) Prices

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

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

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

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

e) Evaluation of Tenders:

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

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

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

f) Award of Contract

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

CHAPTER 2 – CONDITIONS OF CONTRACT

Definitions & Interpretations

Goods: means the Silt and Water Quality Equipments and other items to be provided at the purchaser's facility under the contract.

EE : means Executive Engineer, South Western Rivers Division, CWC, Kochi.

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

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

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

Purchaser: The President of India through the Executive Engineer, South Western Rivers Division, Central Water Commission, Jaldhara, Kasturba Nagar, Kadavanthara P.O, Kochi-682020

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

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

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

Interpretations

Language: shall be English only for the purpose of this contract

Context: the singular and plural shall be interchangeable as per the context of the contract

Supplier's responsibilities and obligations

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

Purchaser's responsibilities

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

Duration of Contract

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

Programme of work

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

Other Conditions of Contract

- a) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India.
- b) The quantity shown in tender document is approximate and this quantity may increase or decrease as per the requirements without any change in unit price or other terms and conditions.
- c) The contractor should conduct a demonstration if required at the site/place where the equipment shall be supplied at time and date decided by Executive Engineer, SWRD, CWC, Kochi.
- d) The net rate quoted per item/unit of goods shall be for purchaser destination, which should include all taxes, insurance, freight charges etc. While quoting a rate, this point should be kept in time.
- e) Goods to be supplied should be of good quality and as per technical specifications.
- f) Bidder/OEM must have a service center in the state of the consignee location for equipments such as Digital conductivity meter, Hot air oven etc.

- g) The bidder should carefully study and understand all the bid specification, commercial, technical and general conditions.
- h) Incomplete tenders/bids without specified EMD shall be rejected.
- i) Bids received without cost of tender document will be rejected.
- j) Any correction or error, the quotation should be duly authenticated by the person signing the quotation, overwriting should be avoided
- k) The materials should be supplied as per Govt. rules and regulations.
- l) The competent authority on behalf of President of India does not bind itself to accept the lowest or any tender and reserves its right to reject or postpone any or all of the tenders received without the assignment of any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- m) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection and will be treated as disqualification.
- n) The purchaser reserves the right to reject any tender on the basis of inferior quality.

Penalty

In case the supplier is unable to supply the goods in time, the Performance Guarantee amount would be forfeited (or) percentage of bill amount per week of delay in supply will be deducted from the bill which will be decided by the Competent Authority as compensation.

Force Majeure

- (i) For purposes of this clause “Force Majeure” will mean an event beyond the control of the contractor and not involving the contractor’s fault or negligence. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (ii) If a force Majeure situation arises, the contractor shall promptly notify the purchaser in writing of such condition and the causes thereof. Unless otherwise directed by the purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- (iii) If an event of Force Majeure continues for a period of ninety (90) days or more, the parties may by mutual agreement, terminate the contract without either party incurring any further liabilities towards the other with respect to the contract, other than to effect payment for product already delivered or services already performed.
- (iv) No claim or increased costs are entertained attributable for the Force Majeure.

Warranty

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

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

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

Performance Guarantee (PG)& Security Deposit

The successful bidder shall furnish an amount equivalent to 5% of the tendered value as Performance Guarantee in the form of cash (in case guarantee amount is less than Rs. 10000/-) /Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Government Securities / Fixed Deposit Receipts/Bank Guarantee of any scheduled bank in favour of Executive Engineer, SWRD, Central Water Commission payable at KOCHI within 7 days of issue of the letter of acceptance. In case the successful bidder fails to deposit the Performance Guarantee within the stipulated 12 days (7 (time allowed) + 5 (maximum extension on written request) of the communication accepting the bid, the EMD shall be forfeited to **Executive Engineer, SWRD, Central Water Commission, Kochi**.

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

Contract Price

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

Terms of Payment

- a) The payment shall be made on supply of all goods with required quality & specification at the purchaser's premises as identified in chapter 3 to the satisfaction of the purchaser and as per the terms and conditions of the contract.
- b) The payment shall be made after successful test running of equipments (Silt and Water Quality Equipments) for one week at the consignee location as specified in the SCHEDULE "A":- **SCHEDULE OF QUANTITIES**
- c) After supply, of the materials the pre-receipted bill (In duplicate) may be submitted by the contractor to the department.
- d) The payment shall be made through e-payment only as per the bank details provided by the bidder.

- e) TDS on Income Tax and GST at applicable rates will be deducted from the bill.

Tax and Duties

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

Advances

No advance payment is payable under this contract.

Termination of Contract

For Purchaser's convenience

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

b. For Contractor's Default

1. The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract.
 - i. If the contractor becomes bankrupt or insolvent.
 - ii. If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
 - iii. If the Contractor neglects its obligations under this contract.
 - iv. If the Contractor has furnished any false document.
2. The Purchaser may without prejudice to any other right issue a notice of termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the Contractor to carry out a specified work may be sufficient grounds for termination of the contract by the purchaser.

c. Termination by Contractor

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

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

Liquidated Damages

- a) ***Penalty for faulty goods:*** the purchaser has the right to return back any goods which are not as per the specifications and the same has to be replaced by the supplier failing which the entire PG would be forfeited.
- b) Notwithstanding the provisions of tender document, the Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or another failure to perform its obligations under the contract is the result of an event of Force Majeure.

Notices

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speeds post, personal or courier delivery. The transmission by electronic data exchange (fax, email) shall be reconfirmed in writing. Any change in the address etc. shall be communicated within 10 days to other party.

Disputes

The decision of the Purchaser shall be final regarding the quality of goods provided by the supplier; the other aspects arising shall only be referred as Disputes. The Contractor may address its intention with evidences for the settlement of dispute in writing to the Purchaser.

The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

Settlement of Disputes

The settlement of all the disputes of any kind arising out of this contract shall be first through a Mediator and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.

CHAPTER 3 – SCHEDULES OF REQUIREMENT

SCHEDULES

Schedule A Schedule of Quantities(Enclosed)

Schedule B Not Applicable

Schedule C Not Applicable

Schedule D Not Applicable

Schedule E Not Applicable

Schedule F

Reference to General Conditions of contract

Name of work	: “Supply of Silt and Water Quality Equipments for new H.O. sites under South Western Rivers Division, CWC, Kochi.”
Estimated cost of work:	Rs. 967500/-
Earnest Money	: Rs. 19350/-
Delivery Period	: 30 days from the date of issue of supply order.

Office inviting tender: Executive Engineer, South Western Rivers Division, CWC, Kochi

Engineer-in-Charge Executive Engineer, South Western Rivers Division, CWC, Kochi

Accepting Authority Superintending Engineer, CSRC, CWC, Bangalore.

Percentage on cost of labour to NIL

Cover all overheads and profits

Standard schedule of rates Not applicable

Department Central Water Commission

Standard CPWD Contract No, Contract form as given chapter 6

Clause1
(i)Maximum allowable extension No extension to be granted

Definitions:

Clause 2

Authority for fixing Superintending Engineer, CSRC, CWC, Bangalore.
compensation Under Clause 2

Clause 2A

Whether clause 2A shall applicable No

Clause 5

Number of days from date of issue of Nil
Letter of acceptance for reckoning due
Of start
Clause 6.6A

Clause applicable (6 or 6A) 6A

Clause 7

Gross work to be done together with N.A
Net payment/adjustment of advances
For material collected, if any since the
Last such payment for being eligible
To interim payment Clause 11

Specification to be followed for All rules & regulations of state transport department. As
Execution of work Clause 16 per the specification mentioned in Tender Document

Competent Authority for Not applicable i.e., sub-standard work is not accepted
deciding reduced rates

Clause 36 Not applicable

Clause 42 Not applicable

SCHEDULE “A”:- SCHEDULE OF QUANTITIES

“Supply of Silt and Water Quality Equipments for new H.O. sites under South Western Rivers Division, CWC, Kochi.”

Sl No	Description of equipments	Unit	Quantity required
1.	Silt Equipments		
1.1	Punjab Type Silt Sampler (As per the Specification given in Annexure-1 in chapter 4)	Nos	5
1.2	Test Sieve set with receiver (course and Medium) (As per the Specification given in Annexure-2 in chapter 4)	Nos	5
1.3	Hot air Oven (As per the Specification given in Annexure-3 in chapter 4)	Nos	5
1.4	Steel bucket with lid -SS/Enamelled (10 litre capacity)	Nos	6
1.5	Steel mug - SS/Enamelled (750 ml to 1 litre capacity)	Nos	6
1.6	Desiccator with lid (As per the Specification given in Annexure-4 in chapter 4)	Nos	6
1.7	Bed Material sampler (As per the Specification given in Annexure-5 in chapter 4)	Nos	5
1.8	Pair of tongs	Nos	5
2.	Water Quality Equipment		
2.1	Digital Conductivity meter (As per the Specification given in Annexure-6 in chapter 4)	Nos	6
2.2	D.O. Sampler (As per the Specification given in Annexure-7 in chapter 4)	Nos	6
2.3	Laboratory working table (Wooden table with table top size 2.0mx1.5m and height 0.90m)	Nos	6
2.4	Instrument table (Wooden table with table top size 0.60mx0.60m and height 0.90m)	Nos	12
2.5	Stool	Nos	12

Chapter 4- Specifications and allied Technical Details

Annexure -1

Silt Sampler (Punjab type) (As per IS : 3913-1966)

Silt, sand and other insoluble materials transported by the streams as suspended load, bed load and wash load, present problems of vital importance with regard to successful operation of many projects concerning flood control, soil conservation, irrigation, navigation, water power development etc.

Different types of samplers like suspended sediment load samplers, bed load samplers, bed material samplers exists. Sediment samplers are used for collection and estimation of the quantity of suspended materials which remain in suspension for considerable periods of time and move with almost the same velocity as the stream.

Silt Sampler (Punjab type) consists of the following main parts :

- a) Frame to hold the sampling bottle (made from metallic)
- b) Spring cylinder and pipe
- c) Lever arrangement
- d) Sampling bottle of 1 Ltr. (made from metallic)

The frame provides arrangement for housing one litre bottle in vertical direction. It is attached to a spring cylinder (or lower pipe) and to upper pipe, through which a flexible metallic wire or rod is passed. At the lower end of the a strong rubber cork to suit the size of the mouth of bottle is fixed and at the upper end of the rod a lever arrangement for raising or lowering the rubber cork is fixed. The spring fitted inside the cylinder helps in keeping the rubber cork tightly pressed against the mouth of the bottle to keep it effective closed. The lever is pressed for raising the cork and to open the mouth of the bottle for the requisite time determined earlier for the conditions under examination to fill the bottle with water sediment mixture. On release of the lever the cork again fits in the mouth of the bottle under the action of the spring.

Test Sieve set with receiver (course and Medium)

The sieves of size 212 μ and 75 μ may be used for manual course-medium-fine analyses.

- The sieves shall be supplied with cover and receiver.
- The sieves shall comply with IS 460(Part-I)-1985.
- The sieve mesh size shall be clearly and permanently marked on the sieves.
- The sieve mesh shall have a square layout.
- The sieve mesh shall be of a sturdy and stable construction and shall withstand frequent use, brushing and cleaning.

Specifications

- material stainless steel
- diameter 200 mm
- height 50 mm
- nominal aperture sizes 75 μ & 212 μ

Accessories

- Sieve brush
- Wash bottle

Hot air Oven /Electric stove

- The stove will be used to dry sediment samples for quantitative analyses.
- The stove shall be safe to operate, spilled water shall not start corrosion or reach electric components.
- The stove shall be of corrosion free service and shall comply with IS 2994-1992.

Specifications

- Dimensions approx. 0.4 x 0.3 x 0.3 m (l x w x h)
- Temperature range 50 to 150°C
- Temperature setting thermostatically controlled, $\pm 1^\circ\text{C}$
- Temperature reading at outside thermometer with good readability
- Trays 2; adjustable in height
- Power supply 220 VAC $\pm 25\%$, 47 to 53 Hz, single phase, 1000 Watt

DESICCATOR WITH LID

- The desiccator is used to keep dried sediment samples dry.
- The desiccator shall comply to IS 6128-1971.

Specifications

- Type non vacuum type
- Material Corning glass
- Diameter approx. 200 mm
- Height approx. 300 mm

BED MATERIAL SAMPLER

The sampler will be used to collect bed material ranging from gravel to compact clay from rivers, canals and reservoirs.

The 180° closure grab sampler is a widely used bed sampler. The US BM-54 sampler is well known and manufactured in India. A semi-cylindrical bucket is housed within a 45-50 kg streamlined, cast-iron fish-weight with tail fins. The bucket rotates from a position totally inside the fish till it surrounds and encloses the sample in such a way that it is not washed out when the device is raised gradually out of the water. The sample is collected in the rotating bucket from the top 5 cm of the streambed. When suspended at the steel cable, the bucket may be cocked by means of a wrench - i.e. set in open position – for taking the bed sediment. The bucket is freed and snaps shut when the tension on the cable is released. The shutting mechanism is operated by a spring whose tension can be adjusted so that the bucket can scoop bed material ranging from clay to fine sand to coarse gravel.

Requirements

- The sample shall remain intact while hoisting the sampler.
- Spares and accessories required for routine maintenance shall be supplied with the sampler.

Specifications

water velocity	up to 1 m/s
operational depth	up to 20 m
sample size	approx. 50 g material from approx. 0.05 m top layer of riverbed
operation	by winch from a Silt and Water Quality Equipments or a bridge
sampled depth in the bed	at least 0.05 m
mass	(without sample) 45 to 50 kg

Features

- Cast-iron body, equipped with tail to align the sampler in the flow.
- Spring-operated, semi-cylindrical scoop-type bucket, with adjustable spring tension.

Accessories

- Replaceable bucket.

CONDUCTIVITY METER (DIGITAL)

The Digital Conductivity Meter will be used for laboratory measurements of electrical conductivity

Specifications

- Type : Bench Type
- Conductivity cell : glass body with platinum electrodes
- Cell constant : approx.1 (adjustable /selectable)
- Range : 0 to 199 mS/cm, at least 4 range of selection, Auto ranging
- Resolution : 0.01 μ S/cm, lowest scale
- Accuracy : 1% of range
- Temp.Compensation : 0 to 100°C, automatic
- Display : LCD
- Reading : Conductivity and temperature
- Power supply : 220 VAC \pm 25%, 50 Hz
- Dimension : 175x195x69mm (approx.)
- Facility for measurement of absolute Cell constant

Accessories

- Voltage stabiliser
- Clamp and stand
- Operation manual
- Dust cover

*Test report from Central Govt/NABL/ILAC accredited lab to prove conformity to the specification to be submitted by the supplier along with equipment.

DISSOLVED OXYGEN SAMPLER

The D.O.Sampler will be used for collection of surface water sample for dissolved oxygen analysis

Specifications

- Type Standard Methods, APHA, AWWA, WPCF, 21st edition, 2005, Chapter 421, Oxygen (Dissolved) Figure 421.1, page 417 equivalent to 19th edition, 1995, Chapter 4500 – O B, page 4-97
- Size to accommodate at least two 300 ml DO bottles
- Material brass and copper

Features

- Easily removable lid fitted with water inlet and air outlet copper tubes,
- Sturdy handle for tying rope,
- Suitably weighted for immersion in water

CHAPTER 5 – TECHNICAL & FINANCIAL BIDS

TECHNICAL BID

TITLE OF TENDER: “SUPPLY OF SILT AND WATER QUALITY EQUIPMENTS FOR NEW H.O. SITES UNDER SOUTH WESTERN RIVERS DIVISION, CWC, KOCHI.”

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

Signature of the bidder with seal

FINANCIAL BID

With reference to the above tender, I hereby submit the financial bid for the above mentioned tender.

To
EXECUTIVE ENGINEER
SOUTH WESTERN RIVERS DIVISION
CWC, KOCHI

Sub : - Supply of Silt and Water Quality Equipments for new H.O. sites under South Western
Rivers Division, CWC, Kochi. - Reg.

Sir,

With reference to your tender published in dated..... on the subject
Mentioned above, I/We quote the rate for above mentioned work as under:

S.No.	Description of Item	Qty	Unit Rate (Rs.)	Amount (Rs.)
1.	Silt Equipments			
1.1	Punjab Type Silt Sampler (As per the Specification given in Annexure-1 in chapter 4)	5 Nos		
1.2	Test Sieve set with receiver (course and Medium) (As per the Specification given in Annexure-2 in chapter 4)	5 Nos		
1.3	Hot air Oven (As per the Specification given in Annexure-3 in chapter 4)	5 Nos		
1.4	Steel bucket with lid -SS/Enamelled (10 litre capacity)	6 Nos		
1.5	Steel mug - SS/Enamelled (750 ml to 1 litre capacity)	6 Nos		
1.6	Desiccator with lid (As per the Specification given in Annexure-4 in chapter 4)	6 Nos		
1.7	Bed Material sampler (As per the Specification given in Annexure-5 in chapter 4)	5 Nos	To be filled in the BOQ (Excel sheet) and submit online	
1.8	Pair of tongs	5 Nos		
2.	Water Quality Equipment			
2.1	Digital Conductivity meter (As per the Specification given in Annexure-6 in chapter 4)	6 Nos		
2.2	D.O. Sampler (As per the Specification given in Annexure-7 in chapter 4)	6 Nos		
2.3	Laboratory working table (Wooden table with table top size 2.0mx1.5m and height 0.90m)	6 Nos		
2.4	Instrument table (Wooden table with table top size 0.60mx0.60m and height 0.90m)	12 Nos		
2.5	Stool	12 Nos		
	GST @ _____%			
	Grand Total			

Grand Total Amount in words

Signature of the Bidder:

Seal:

Notes:

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

Chapter-6. Contract Form

CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the.....day of.....20.....between Executive Engineer, South Western Rivers Division, Central Water Commission, Kochi (*Name of purchaser*) (*hereinafter "the Purchaser"*) of one part and (*Name of Agency*) of..... (*City and Country of Agency*) (*Herein after called "the Agency"*) of the other part:

WHEREAS the Purchaser invited Tenders for certain work, viz **“Supply of Silt and Water Quality Equipments for new H.O. sites under South Western Rivers Division, CWC, Kochi.”** and has accepted a Tender by the Agency for the supply of services in the sum (*Contract Price in Words and Figures*) (*herein after 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 tender form, technical bid and the price schedule submitted by the Tenderer ;
 - b. Tender document
 - c. Corrigendum/Amendments to the tender document;
 - d. Post tender opening correspondence ; and
 - e. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Agency as hereinafter mentioned, the Agency hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Agency in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and

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

Sl No.	Brief description of Work	Amount in Rs.	
		in figures	in words
1.	Silt Equipments		
1.1	Punjab Type Silt Sampler (As per the Specification given in Annexure-1 in chapter 4)		
1.2	Test Sieve set with receiver (course and Medium) (As per the Specification given in Annexure-2 in chapter 4)		
1.3	Hot air Oven (As per the Specification given in Annexure-3 in chapter 4)		
1.4	Steel bucket with lid -SS/Enamelled (10 litre capacity)		
1.5	Steel mug - SS/Enamelled (750 ml to 1 litre capacity)		
1.6	Desiccator with lid (As per the Specification given in Annexure-4 in chapter 4)		
1.7	Bed Material sampler (As per the Specification given in Annexure-5 in chapter 4)		
1.8	Pair of tongs		
2.	Water Quality Equipments		

2.1	Digital Conductivity meter (As per the Specification given in Annexure-6 in chapter 4)		
2.2	D.O. Sampler (As per the Specification given in Annexure-7 in chapter 4)		
2.3	Laboratory working table (Wooden table with table top size 2.0mx1.5m and height 0.90m)		
2.4	Instrument table (Wooden table with table top size 0.60mx0.60m and height 0.90m)		
2.5	Stool		

TOTAL VALUE:

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 Agency) in the presence of:
---	---

Chapter 7. Other Standard Forms

Form 1

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas (herein after called the “tenderer”) has submitted their offer dated..... for the supply of (herein after called the “tender”) against the purchaser’s tender enquiry No. KNOW ALL MEN by these presents that WE of having our registered office at are bound unto (herein after called the “Purchaser) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

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

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Form 2

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The President of India

WHEREAS (name and address of the supplier) (herein after called “the supplier”) has undertaken, in pursuance of contract no..... dated to supply “Silt and Water Quality equipments”(description of goods and services) (herein after 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 scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW 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 limits 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.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch