

Government of India
Ministry of Water Resources, River Development & Ganga Rejuvenation
Central Water Commission



Tender No: NIT-04/Z-11011(13)/1/2018-MGD-II/1952-58

Dated: 09/04/2019

TENDER DOCUMENT

FOR

"Supply of Glassware, Plastic wares and Chemicals for Water Quality Testing for new and existing sites under Middle Ganga Divison-2, CWC, Lucknow"

Last date for submission of Tender : 23/04/2019 up to 10:00 AM

Date of opening of Tenders : 23/04/2019 at 11:00 AM

OFFICER INVITING THE TENDER:

**Executive Engineer, Middle Ganga Division-II,
CENTRAL WATER COMMISSION,
Lucknow – 226024**

(Certified that this document contains total 34 Pages including this page)

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भारतसरकार
Government of India
जल संसाधन, नदी विकास एवं गंगा पुनरोद्धार मंत्रालय
Ministry of Water Resources, RD & GR
केन्द्रीय जल आयोग
Central Water Commission
कार्यालय अधिशासी अभियंता
O/o Executive Engineer
मध्य गंगा मण्डल-द्वितीय
Middle Ganga Division-II



केंद्रीय भवन, द्वितीय तल, हाल सं०-3
सेक्टर-एच, अलीगंज
लखनऊ-226024

NIT-04/Z-11011(13)/1/2018-MGD-II/1952-58

Dated: 09/04/2019

ई-निविदा आमंत्रण सूचना

E-TENDER FOR SUPPLY OF GLASSWARE, PLASTIC WARES AND CHEMICALS FOR WATER QUALITY TESTING FOR NEW AND EXISTING SITES UNDER MIDDLE GANGA DIVISON-2, CWC, LUCKNOW

On behalf of the President of India, Executive Engineer, Middle Ganga Division-II, Central Water Commission, Lucknow invites online bids by e-tendering from the eligible suppliers/manufacturers/contractors who have carried out similar works in CWC, other Govt. offices, PSUs & any other reputed firms for the following work:

1. Name of work	:	Supply of Glassware, Plastic wares and Chemicals for Water Quality Testing for new and existing sites under Middle Ganga Divison-2, CWC, Lucknow
2. Estimated Cost	:	Rs.2,98,227/-
3. Earnest Money	:	Rs.5,965/-
4. Performance Guarantee	:	5% of tendered and accepted value
5. Delivery Period	:	30 Days
6. Cost of Tender Document	:	590/-

E-tender is available on TCIL website URL <https://www.tcil-india-electronictender.com> or www.cwc.gov.in or www.eprocure.gov.in from 09.04.2019(18:00 hrs) to 23.04.2019 (09:00 hrs).

Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Suppliers are advised to follow the instructions provided in the Instructions to the Contractors/Tenderer for the e-submission of the bids online through TCIL portal.

(एस. एफ. एच आबिदी)
अधिशासी अभियन्ता

प्रतिलिपि :-

- 1-अधीक्षण अभियंता(समन्वय), ऊपरी गंगा बेसिन संगठन, केंद्रीय जल आयोग, लखनऊ।
- 2-अधीक्षण अभियंता, जल विज्ञानीय प्रेक्षण परिमंडल, केंद्रीय जल आयोग, देहरादून।
- 3-लेखाशाखा, मध्य गंगा मण्डल-2, केंद्रीय जल आयोग, लखनऊ।
- 4-सूचनापट्ट, मध्य गंगा मण्डल-2, केंद्रीय जल आयोग, लखनऊ।
- 5-TCIL का वेबपोर्टल www.tcil-india-electronictender.com
- 6-केंद्रीय जल आयोग का वेबपोर्टल www.cwc.nic.in
- 7-ई-प्रकाशन, केंद्रीय सार्वजनिक खरीद पोर्टल www.eprocure.gov.in

e-TENDER KEY EVENTS AND DATES

1	Tender inviting authority Designation / Address	Executive Engineer Middle Ganga Division-II, 2 nd Floor, Hall No. 3, Kendriya Bhawan, Sector-H, Aliganj, Lucknow-226024.
2	Mode of submission of tender	Electronic Tenders are to be submitted on TCIL's e-Tendering portal which can be accessed using URL https://www.tcil-india-electronictender.com
3	Addressee and address at which documents are to be submitted in hard copy	Executive Engineer Middle Ganga Division-II, 2 nd Floor, Hall No. 3, Kendriya Bhawan, Sector-H, Aliganj, Lucknow-226024.
4	Job requirement	Supply of Glassware, Plastic wares and Chemicals for Water Quality Testing for new and existing sites under Middle Ganga Divison-2, CWC, Lucknow
5	Language(s) in which items to be printed	English
6	Validity of the Tender	90 Days
7	Issuance of the tender	Tender can be downloaded from 09.04.2019 18:00 hrs to 23.04.2019 upto 09:00 hrs from TCIL's e-Tendering portal with URL https://www.tcil-india-electronictender.com . or www.cwc.gov.in or www.eprocure.gov.in . However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from https://www.tcil-india-electronictender.com
8	Cost of tender	Cost of the tender i.e. Rs. 590/- is to be submitted in a sealed envelope before last date and time of submission of online bid. The cost of tender can be submitted by means of Demand Draft / Banker's Cheque drawn on any Nationalized Bank / Scheduled Bank payable to the Executive Engineer, MGD-II, CWC payable at Lucknow
9	Last date & Time for submission of Bids online	23.04.2019 up to 10:00 hrs.
10.	Earnest Money Deposit amount payable	Rs. 5,965/-
11.	Date, time and place of Public Online tender Opening Event	Online Public Opening of Bid shall commence at 11.00 hours on 23.04.2019, Interested bidder or their representative not more than 1 or 2 per bidder may be present in the office of Executive Engineer, Middle Ganga Division-II, CWC, Lucknow.
12	Performance guarantee	The successful bidders will have to deposit an amount equal to 5% of the tendered and accepted value of the work (without limit) as a performance guarantee within 7 days from the date of receipt of the acceptance letter. In case the contractor fails to deposit the said performance guarantee within the period, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor and the acceptance would be treated as null and void.

TENDERER PROFILE

1. Name of the Tenderer/ firm:
2. Name of the person submitting the Tender:.....
3. Address of the firm:
.....
4. Tel no. with STD code : (O)..... (R)..... (Fax).....
(MOB).....
5. Registration & incorporation particulars of the firm:
 - i) Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) Public Limited(Please attach copies of documents of registration)
6. Name of Proprietor/Partners/Directors.....
7. Tenderer's bank, its address and his current account number
8. PAN number
(Please attach a copy of PAN)
9. GST Registration No.....
(Please attach a copy)

I/We hereby declare that the information furnished above is true and correct.

Place:

Date:

Signature of Tenderer/Authorized signatory.....

Name of the Tenderer.....

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 TCIL website URL <https://www.tcil-india-electronictender.com> and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the tender will be completely rejected and EMD would be forfeited.
4. Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>. And CWC website www.cwc.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 2 days prior to closing date of submission of tender for any corrigendum / amendment.
5. Applicant contractor must provide demand draft for Rs 590/- (Rupees Five hundred Ninety Only) in favour of Executive Engineer, MGD-II, CWC, Lucknow obtained from any Nationalized/ scheduled Bank with their application/downloaded tenders as the cost of tender forms/ documents. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on the department. In the case of re-tendering, the firms which have submitted the DD in earlier calls will require to submit DD along with their tender/application in subsequent calls also. Tender not accompanied with the cost of tender document is liable to be rejected.
6. Bids will be opened as per date/time as mentioned in the Tender Key Event Sheet.
7. No tenderer will be allowed to amend or withdraw any terms & conditions/parts or whole /quoted prices of its tender under any circumstances after the deadline for 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 aletter 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, without the prior permission of the Chairman CWC. Such tender is liable to be rejected at any stage of work.
17. It is suggested that the tenderers may acquaint themselves with there 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 a authorize dealer/distributor/manufacturer of such items (**copy 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) The average annual turnover of firm in last three years should be at least Rs 6 lakhs and should not have incurred any loss for more than 1 year. In this context, the audited balance sheet may be appended.
- f) Should have successfully supplied similar items to any Govt./PSU/any reputed organization/firms of estimated value of 2.5 lakhs as single contract or two contracts of 1.8 lakhs each or three contract of 1 lakh each in the last 3 years. Similar items means

supply of Supply of Glassware, Plastic wares and Chemicals (**Supporting document shall be appended**).

- g) No Engineer of gazetted rank or other gazetted officer employed in Engineering or administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees found any time to be such person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
- h) The Contractor shall not be permitted to tender for works in the CWC Circle/division(responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive).He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the CWC Department or Ministry of Water Resources River Development & Ganga Rejuvenation. Any breach of this condition by the contractor would render liable to be removed from the approved list of contractors of this department.

3. Submission of Documents

- 1) The following documents are to be furnished online as technical bid by the bidder :
 - a) Signed and scanned copy of registration certificate.
 - b) Signed and scanned copy of partnership deed/authorization/dealership/OEM
 - c) Signed and scanned copy of PAN & GST number of the tenderer.
 - d) Signed and scanned copy of eligible supply orders of similar items.
 - e) Copy of audited balance sheet of last three years.
 - f) Copy of ITR of last three years.
 - g) Signed and scanned true copy of undertaking by the tenderer on his letterhead of not being blacklisted by any government department.
 - h) Signed and scanned copy of e-tender document.
- 2) The following documents are to be furnished online as financial bid by the bidder :
 - a) Signed and scanned price schedule as per the tender document.
- 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:**
 - a) Earnest Money Deposit in original.
 - b) Demand Draft towards the cost of tender document in original.
 - c) Pass Phrase for Technical & Financial bid in separately in a sealed envelope.
 - d) The bidder may also submit the literature of the equipment.

4. Period of Validity of tenders

Tenders shall remain valid up to 30/06/2019. 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. Tender Security (EMD) and Performance Guarantee

Earnest Money Deposit (EMD):

EMD of Rs 5,965/- shall be deposited in the form of Demand Draft in favour of Executive Engineer, Middle Ganga Division-II, CWC, Lucknow or in the form of a Bank Guarantee from a scheduled bank as per Performa given in Chapter 7. In case the EMD is submitted in the form of the Bank Guarantee it shall 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.

The EMD will be forfeited if:

- 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/guarantee.

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. EMD of the successful tenderer should be returned, without any interest whatsoever, after receipt of performance security from it as called for in the contract.

Performance Security/Guarantee

The successful bidder shall furnish performance security deposit @ 5% on the contract value in the form of bank guarantee/FDR within 21 days after notification of the award and it should remain valid for a period of 1 year beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. It does not carry any interest. The FDR should be pledged in favour of Executive Engineer, MGD-2, CWC, Lucknow.

Performance Security will be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects and after the above specified period. Performance security is liable to be forfeited in of case successful tenderer does not fulfill contract obligations.

6. Contents of Tender Document:

The contents of the tendering documents as listed below shall be read in conjunction with any addenda, 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
- (vii) Contract Form
- (viii) Other standard forms
- (ix) Performance Security Forms/Bid Security (EMD).

7. Tendering Process

a) Submission of tenders/Bids:

Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Suppliers are advised to follow the instructions provided in the Instructions to the Contractors/Tenderer for the e-submission of the bids online through TCIL portal.

b) Opening of Bids:

Bids will be opened on line through TCIL Portal as per the specified date & time.

c) Prices

Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract 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 the equipment's from the premises of the supplier to the facility of the purchaser 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.

1. All prices should be in Indian Rupee.
2. The amount should be written both in figures and in words.
3. Prices for each item shall be furnished in the format as given in the price schedule. Any correction, overwriting etc. should be countersigned.
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 figures and words of the Quoted Prices

Sometimes, non-conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of as indicated below:

- a) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

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. Bidders are requested to quote item wise rate.

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

f) Award of Contract

Within twenty one (21) days of the receipt of notification of award from the Purchaser, the successful tenderer shall sign the contract agreement as given at Chapter 6 and furnish the specified performance security.

However, Government Departments and Public Undertakings are exempted from furnishing this security.

CHAPTER 2-CONDITIONS OF CONTRACT

Definitions & Interpretations

Goods mean the Supply of Glassware, Plastic wares and Chemicals to be provided at the purchaser's facility under the contract.

EE means Executive Engineer, Middle Ganga Division-II, CWC, Lucknow

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, Middle Ganga Division-II, CWC, Kendriya Bhawan, 2nd Floor, Hall No. 3, Sector-H, Aliganj, Lucknow-226024.

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 Execution Period 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 equipments.

c. The purchaser does not bind himself to accept the lowest tender.

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 to the premises of the purchaser as identified in Chapter 3, Schedule of requirements.
- b. The time allowed for carrying out the supply will be 1 month from the date of supply order in accordance with the phasing, if any, indicated in the tender documents.

Confidentiality

- 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 behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as 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 written 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, MGD-II, CWC, Lucknow.
- 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 mind.
- e) Goods to be supplied should be of good quality and as per technical specifications.
- f) The bidder shall carefully study and understand all the bid specifications, commercial,

technical and general conditions.

- g) Incomplete tenders/bids without specified EMD shall be rejected.
- h) Bids received without cost of tender document is likely to be rejected.
- i) Any correction or error, the quotation should be duly authenticated by the person Signing the quotation, overwriting should be avoided.
- j) The materials should be supplied as per Govt. rules & regulations.
- k) 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 postponed 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.
- l) 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.
- m) 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 EMD amount would be forfeited

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 cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.
- 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 Products already delivered or Services already performed.
- iv) No claim or increased costs are entertained attributable to the Force Majeure.

Contract Price

Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account and shall be inclusive of all taxes, duties, octroi, transportation charges etc, including GST. 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 necessary training for operation of the instrument, which has to be provided by the supplier without any extra cost at a place specified by the Executive Engineer which may or may not be the place of supply of the instrument.
- c) After supply, the materials the pre-receipted bill (In duplicate) may be submitted by the contractor to the department.
- d) The e-payment shall be made through PFMS for which bank account details must be submitted along with the bill.

Taxes 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

a. 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 security 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 performance security 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 post or speed post.



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 Glassware, Plastic wares and Chemicals for Water Quality Testing for new and existing sites under Middle Ganga Divison-2, CWC, Lucknow "
Estimated cost of work: ₹ 2,98,227/-
Earnest Money: ₹ 5,965/-
Performance Security: 5% of tendered and accepted value
Delivery Period: 30 Days

Officer inviting tender: Executive Engineer, Middle Ganga Division-2, CWC, Lucknow

Definitions:

Engineer-in-Charge	Executive Engineer, Middle Ganga Division-2, CWC, Lucknow
Accepting Authority	Superintending Engineer, Hydrological Observation Circle, CWC, Dehradun
Percentage on cost of Labour to cover all overheads and profits	Nil
Standard schedule of Rates	Not applicable
Department	Central Water Commission
Standard CPWD Contract	No. Contract form as given Chapter 6
Clause 1	
(i) Time allowed for submission of Performance Guarantee from date of issue of letter of acceptance	7 Days (No extension to be granted)
(ii) Maximum allowable extension beyond the period provided above	(No extension to be granted)
Clause 2	
Authority for fixing compensation under Clause 2	Superintending Engineer, HOC, Dehradun
Clause 2A	

Whether clause 2A shall applicable No

Clause 5

Number of days from date of issue of letter of acceptance for reckoning date of start
10 days
Clause 6,6A

Clause applicable-(6 or 6A) 6A

Clause 7

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

Specification to be followed for execution of work All rules & regulation of state transport department. As per the Specification mentioned in Tender Document

Clause 16

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

Clause 36 Not applicable

Clause 42 Not applicable

SCHEDULE 'A':- SCHEDULE OF QUANTITIES

Sl.No.	Item	Unit	Quantity
1	BOD Sampling bottle 300 ml capacity with Interchangeable stopper and plastic cap as per IS 9213 with Individual no. printed on each bottle.	Nos.	150
2	Microbiological sampling bottle 125 ml Capacity with Interchangeable stopper and plastic cap as per IS 9213 with Individual no. printed on each bottle.	Nos.	150
3	Narrow mouth Plastic bottle 01 ltr. capacity	Nos.	200
4	Handheld Automatic Pipette controller, Vol. 50 mL	Nos.	3
5	Glass Measuring Cylinder (250 ml)	Nos.	22
6	Glass Burette (50 ml)	Nos.	4
7	Glass Pipette (10 ml)	Nos.	45
8	Glass Erlenmeyer Flask (250 ml)	Nos.	40
9	Glass Reagent Storing Bottle (250ml)	Nos.	80
10	Glass funnel (150 mm diameter)	Nos.	20
11	Glass Volumetric Flask (1 L)	Nos.	2
12	Glass Volumetric Flask (500 ml)	Nos.	2
13	Glass Volumetric Flask (250 ml)	Nos.	4
14	Glass Volumetric Flask (100 ml)	Nos.	8
15	Glass Volumetric Flask (50 ml)	Nos.	2
16	Glass Beaker (250 ml)	Nos.	25
17	Glass Beaker (100 ml)	Nos.	45
18	Plastic Indicator Dropping Bottle (100 ml)	Nos.	24
19	Burette Stand	Nos.	2
20	Rubber Pipette Controller Bulb (20 ml)	Nos.	50
21	Ice Box Sample Container (10 L)	Nos.	20
22	Manganese Sulphate ($\text{MnSO}_4 \cdot \text{H}_2\text{O}$) AR Grade	Pack of 500 gm	5
23	Potassium Iodide (KI) AR Grade	Pack of 250 gm	2
24	Sodium Hydroxide (NaOH) AR Grade	Pack of 500 gm	5
25	Sodium Iodide (NaI) AR Grade	Pack of 250 gm	2
26	Starch AR Grade	Pack of 500 gm	2
27	Sodium Azide (NaN_3) AR Grade	Pack of 250 gm	2

Tender Document for Supply of Supply of Glassware, Plastic wares and Chemicals for Water Quality Testing for new and existing sites under Middle Ganga Divison-2, CWC, Lucknow

Sl.No.	Item	Unit	Quantity
28	Sulphuric Acid (H_2SO_4) AR Grade	Pack of 500 ml	4
29	Sodium Thiosulphate ($Na_2S_2O_3 \cdot 5H_2O$) AR Grade	Pack of 500 gm	2
30	Potassium Dichromate ($K_2Cr_2O_7$) AR Grade	Pack of 250 gm	1
31	Potassium Chloride (KCl) AR Grade	Pack of 500 gm	1
32	pH Buffer Capsules, pH-4 AR Grade	Box of 10 capsules	1
33	pH Buffer Capsules, pH-7 AR Grade	Box of 10 capsules	1
34	pH Buffer Capsules, pH-10 AR Grade	Box of 10 capsules	1
35	Distilled Water Grade 2/Type 2	Pack of 5 L	6
36	Ph Indicator Solution, AR Grade	100 ml Pck	20

Note: All glass wares must be of Corning or Borosil glass only.

CHAPTER 4- FINANCIAL BIDS

**Title of Tender: E-TENDER FOR SUPPLY OF GLASSWARE, PLASTIC WARES AND
CHEMICALS FOR WATER QUALITY TESTING FOR NEW AND EXISTING SITES
UNDER MIDDLE GANGA DIVISON-2, CWC, LUCKNOW**

Sl. No.	Item	Quantity	Unit	Rate/Unit (Rs) All Inclusive		Total (Rs)
				In Fig	In Words	
1	BOD Sampling bottle 300 ml capacity with Interchangeable stopper and plastic cap as per IS 9213 with Individual no. printed on each bottle.	150	Nos.			
2	Microbiological sampling bottle 125 ml Capacity with Interchangeable stopper and plastic cap as per IS 9213 with Individual no. printed on each bottle.	150	Nos.			
3	Narrow mouth Plastic bottle 01 ltr. capacity	200	Nos.			
4	Handheld Automatic Pipette controller, Vol. 50 mL	3	Nos.			
5	Glass Measuring Cylinder(250 ml)	22	Nos.			
6	Glass Burette(50 ml)	4	Nos.			
7	Glass Pipette(10 ml)	45	Nos.			
8	Glass Erlenmeyer Flask (250 ml)	40	Nos.			
9	Glass Reagent Storing Bottle (250ml)	80	Nos.			
10	Glass funnel (150 mm diameter)	20	Nos.			
11	Glass Volumetric Flask (1 L)	2	Nos.			
12	Glass Volumetric Flask (500 ml)	2	Nos.			
13	Glass Volumetric Flask (250 ml)	4	Nos.			



Tender Document for Supply of Supply of Glassware, Plastic wares and Chemicals for Water Quality Testing for new and existing sites under Middle Ganga Divison-2, CWC, Lucknow

Sl. No.	Item	Quantity	Unit	Rate/Unit (Rs) All Inclusive		Total (Rs)
				In Fig	In Words	
14	Glass Volumetric Flask (100 ml)	8	Nos.			
15	Glass Volumetric Flask (50 ml)	2	Nos.			
16	Glass Beaker (250 ml)	25	Nos.			
17	Glass Beaker (100 ml)	45	Nos.			
18	Plastic Indicator Dropping Bottle (100 ml)	24	Nos.			
19	Burette Stand	2	Nos.			
20	Rubber Pipette Controller Bulb (20 ml)	50	Nos.			
21	Ice Box Sample Container (10 L)	20	Nos.			
22	Manganese Sulphate (MnSO ₄ .H ₂ O) AR Grade	5	Pack of 500 gm			
23	Potassium Iodide (KI) AR Grade	2	Pack of 250 gm			
24	Sodium Hydroxide (NaOH) AR Grade	5	Pack of 500 gm			
25	Sodium Iodide (NaI) AR Grade	2	Pack of 250 gm			
26	Starch AR Grade	2	Pack of 500 gm			
27	Sodium Azide (NaN ₃) AR Grade	2	Pack of 250 gm			
28	Sulphuric Acid (H ₂ SO ₄) AR Grade	4	Pack of 500 ml			
29	Sodium Thiosulphate (Na ₂ S ₂ O ₃ .5H ₂ O) AR Grade	2	Pack of 500 gm			
30	Potassium Dichromate (K ₂ Cr ₂ O ₇) AR Grade	1	Pack of 250 gm			
31	Potassium Chloride (KCl) AR Grade	1	Pack of 500 gm			
32	pH Buffer Capsules, pH-4 AR Grade	1	Box of 10 capsules			
33	pH Buffer Capsules, pH-7 AR Grade	1	Box of 10 capsules			

Sl. No.	Item	Quantity	Unit	Rate/Unit (Rs) All Inclusive		Total (Rs)
				In Fig	In Words	
34	pH Buffer Capsules, pH-10 AR Grade	1	Box of 10 capsules			
35	Distilled Water Grade 2/Type 2	6	Pack of 5 L			
36	Ph Indicator Solution, AR Grade	20	100 ml Pck			
Grand Total						

Signature of the Bidder:

Seal:

Notes:

- a. The Rates shall be quoted inclusive of all taxes FOR, O/o Executive Engineer, Middle Ganga Division-II, CWC, 2nd Floor, Hall No. 3, Kendriya Bhawan, Sector-H, Aliganj, Lucknow (UP)-226024.
- b. All glassware must be of Corning or Borosil glass only.
- c. The rate quoted by the agency shall be inclusive of all the charges including transportation etc., central, state and local taxes etc. or any other charges which may occur for carrying out contract obligations.
- d. The submission of a bid shall construe that the bidder has carefully read the terms & conditions of the tender document & agree to the same.
- e. 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 honour the warranty obligations of the equipment supplied by the supplier.



CHAPTER 5- SPECIAL INSTRUCTIONS TO BIDDERS BY TCIL FOR E-TENDERING

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secure manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, **Central Water Commission** has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user-friendly' software from Electronic Tender®. A portal built using Electronic Tender's Software is also referred to as Electronic Tender System® (ETS).

Benefits to tenderers are outlined on the Home page of the portal

Instructions

Tender Bidding Methodology:

Single Stage Envelope

Broad Outline of Activities from Bidder's Perspective:

Procure a Digital Signing Certificate (DSC)

Register on Electronic Tendering System® (ETS)

Create Marketing Authorities (MAs), Users and assign roles on ETS

View Notice Inviting Tender (NIT) on ETS

For this tender -- Assign Tender Search Code (TSC) to a MA

Download Official Copy of Tender Documents from ETS

Clarification to Tender Documents on ETS

Query to Central Water Commission (Optional)

View response to queries posted by Central Water Commission

Bid-Submission on ETS

Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

– Respond to Central Water Commission Post-TOE

queries Attend Public Online Tender Opening Event

(TOE) on ETS Opening of relevant part (i.e. Financial-Part)

(Only for Technical Responsive

Bidders) Participate in e-Reverse

Auction on ETS

For participating in this tender online, the following instructions are to be read carefully.

These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For the integrity of data and authenticity/non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]

Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior people who will be the main person coordinating the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ETS Helpdesk (as given below), to get your registration accepted/activated.

Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Help desk	
Telephone/Mobile	Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-11-26241790 (Multiple lines) Emergency Support Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	ets_support@tcil-india.com

Buyer Organization Name Contact	
Central Water Commission Contact Person Telephone/Mobile	Executive Engineer, Middle Ganga Division-II, CWC, Lucknow Telephone: 0522-2332524 [between 09:30 hrs to 17:00 hrs on working days]
E-mail Id	E-mail Id : eemgd2-cwc@gov.in

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions).

Broad outline of submissions are as follows:

Submission of Bid-Parts/ Envelopes

Single-Part

Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD) Submission of digitally signed copy of Tender Documents/

Addendum Submission of General Terms and Conditions (with/ without deviations)

Submission of Special Terms and Conditions (with/ without deviations)

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If the variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself when demanded by the concerned Tender Opening Officer.

(Optional Text in EBI, depending upon the decision of the Buyer organization):

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Buyer Organization Name in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier

organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend on the options selected by the concerned Buyer.

Other Instructions

For further instructions, the vendor should visit the home page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance Center.

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.

4. Submit your bids well in advance of tender submission deadline on ETS (There could be last-minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each bidder to remember and securely store the Pass Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annual Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. ETS will make your bid available for an opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

Minimum Requirements at Bidder's End

Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP with Service Pack 3)

Broadband connectivity

Microsoft Internet Explorer 6.0 or above

Digital Certificate(s)

CHAPTER 6-PROFORMA FOR BANK GUARANTEE & TENDER **ACCEPTANCE**

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 of Performance guarantee / Bank guarantee bond

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between.....and
(herein after called "the said Contractor(s)") for the work.....
..... (herein after called
"the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.
.....
(Rupees..... only) as a security/guarantee from the contractor(s)
for compliance of his
obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs.
..... (Rupees..... Only) on demand by the Government.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
..... (Rupeesonly)

3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineerin- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the Government that the

Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the

said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to unless extended on demand by the Government.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.

..... (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the day of for

(indicate the name of the Bank)

Form 3: TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

The
Executive Engineer
MGD-II , CWC,
Lucknow

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference:

Name of Tender / Work: - "Supply of Glassware, Plastic wares and Chemicals for Water Quality Testing for new and existing sites under Middle Ganga Divison-2, CWC, Lucknow"

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____

_____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the tender document of above mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your Division/ organization, if any, too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.

5. In case any provisions of this tender are found violated, your Division/ organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

CHAPTER 8- PROFORMA FOR CONTRACT AGREEMENT

Contract/Agreement Form

This Contract/Agreement (Agreement no.) made on the _____ day of _____ 2018 between the Executive Engineer (for and on behalf of the President of India), Middle Ganga Division-II, CWC, Lucknow (name or address of the Department) (hereinafter called "the First Party") and

____ (name and address of the contractor) (hereinafter called "the Second Party"). WHEREAS the First Party is desirous that the Contractor executes the work "Supply of Glassware, Plastic wares and Chemicals for Water Quality Testing for new and existing sites under Middle Ganga Divison-2, CWC, Lucknow (hereinafter called " the works") and the First Party has accepted the Bid by the Second Party for a contract price of Rs.....(Rupees.....) only.

Now, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. In consideration of the payments to be made by the First Party to the Second Party is hereinafter mentioned, the Second party hereby covenants with the First Party for "Supply of Glassware, Plastic wares and Chemicals", in conformity in all aspect with the provisions of the contract.
2. The First Party hereby covenants to pay the Second Party in consideration for "Supply of Supply of Glassware, Plastic wares and Chemicals", the contract rate 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.
3. The following documents shall be deemed to form and be read and construed as part of this contract, viz.:
 - a) Tender Document issued to the contractor and duly submitted by him duly signed;
 - b) Amendments/Corrigendum to the tender document, if any;
 - c) Letter of the contractor submitting the tender;
 - d) Other letters of the contractor and the departmental officers that were exchanged before the tender is accepted;
 - e) Rate and Amount of tender/bid quoted by the contractor;
 - f) General Conditions of Contract (GCC) published by CPWD with latest amendments/correction slips;
 - g) Letter of the Executive Engineer communicating acceptance of the tender;
 - h) Letter of the Executive Engineer regarding commencement of the work;
 - i) Performance security;
 - j) Other letters of the contractor and the departmental officers that were exchanged after the tender is accepted till the time of signing of this Contract/Agreement;

IN WITNESS WHEREOF the parties have caused this Contract to be executed the day and year first before written.

Binding signature of First Party Signed by _____

(for and on behalf of the President of India)

Binding signature of Second Party signed by _____

(for and on behalf of the _____ duly authorized vide resolution
No _____ dated _____ of the Board of Director of
_____)

In the presence of
(Witnesses)

(1)

(2)