



**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
YAMUNA BASIN ORGANIZATION  
HYDROLOGICAL OBSERVATION CIRCLE, NOIDA**

**TENDER NO: HOC-N/NIT/2/2015-16**

**E-Tender for :**

**SUPPLY, INSTALLATION, TESTING, COMMISSIONING, TRAINING  
AND MAINTENANCE OF GAS CHROMATOGRAPH MASS  
SPECTROMETER IN NATIONAL RIVER WATER QUALITY  
LABORATORY UNDER YAMUNA BASIN ORGANIZATION**

**COST OF TENDER DOCUMENT: Rs. 1000/-**

**Last date for online submission of e-Tender :- 09.07.2015 up to 18:00 Hrs**

**Date of opening of e-Tenders:- 10.07.2015 at 11:00 Hrs**

**JUNE, 2015**

**NOIDA**

**Certified that this tender document contains 46 Pages.**

**Superintending Engineer,  
Hydrological Observation Circle, Noida**

**Ph: 0120-2581224  
Fax: 0120-2584330**



**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
YAMUNA BASIN ORGANIZATION  
HYDROLOGICAL OBSERVATION CIRCLE, NOIDA**

**E-TENDER FOR THE WORK OF SUPPLY, INSTALLATION, TESTING,  
COMMISSIONING, TRAINING AND MAINTENANCE OF GAS  
CHROMATOGRAPH MASS SPECTROMETER IN NATIONAL RIVER WATER  
QUALITY LABORATORY UNDER YAMUNA BASIN ORGANIZATION**

<b>Tender No.</b>	<b>: HOC-N/NIT/2/2015-16</b>
<b>Estimated Cost</b>	<b>: Rs. 58,31,000</b>
<b>Earnest Money</b>	<b>: Rs. 1,16,620</b>
<b>Last Date to download official copy of tenders from <a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a></b>	<b>: 06/07/2015 (18:00 hrs)</b>
<b>Date for Pre Bid meeting</b>	<b>: 29/06/2015 (15:00 hrs)</b>
<b>Last Date &amp; Time for online submission of e-Tender</b>	<b>: 09/07/2015 (18:00 hrs)</b>
<b>Date &amp; Time of Opening of Technical Bid</b>	<b>: 10/07/2015 (11:00 hrs)</b>
<b>Cost of Tender Document</b>	<b>: Rs. 1000/-</b>

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(Press Notice)

**NOTICE INVITING TENDER  
CENTRAL WATER COMMISSION**

The Superintending Engineer, Hydrological Observation Circle, CWC, A-17, Sector-56, NOIDA (UP), PIN 201307, Phone 0120-2581224 (office) on behalf of the President of India invites item rate e-tenders from experienced manufacturers and authorized dealers for the work of **supply, installation, testing, commissioning, training and maintenance of Gas Chromatograph Mass Spectrometer (GCMS) at National River Water Quality Laboratory (NRWQL), New Delhi under Yamuna Basin Organization (YBO) along with a comprehensive warranty of two years and maintenance for five years after the expiry of the warranty period.**

Estimated Cost (Rs.)	Earnest Money Deposit (Rs.)	Cost of Tender Document (Rs)	Period of completion
<b>58,31,000</b>	<b>1,16,620</b>	<b>Rs1000/-</b>	<b>90 days</b>

1. E-tender will be available on TCIL web site URL <https://www.tcil-india-electronictender.com> Or [www.cwc.gov.in](http://www.cwc.gov.in) Or [www.eprocure.gov.in](http://www.eprocure.gov.in) from 12.06.2015 to 06.07.2015 up to 18:00 hrs.
2. Last Date & Time for online submission of e-Tender is 9<sup>th</sup> July 2015 (18:00 hrs.)
3. Technical bid will be opened on 10<sup>th</sup> July 2015 (11:00 Hrs).

Sd/-  
Superintending Engineer

## GENERAL INSTRUCTION TO BIDDERS

1.0 Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>. Tenderer/Contractor 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. The tender notice is also available at [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.cwc.gov.in](http://www.cwc.gov.in)

2.0 Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance 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.

3.0 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, tender will be completely rejected and EMD would be forfeited.

4.0 Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>. And CWC website [www.cwc.gov.in](http://www.cwc.gov.in) and CPPP website <https://eprocure.gov.in/eprocure/app> at least 7 days prior to closing date of submission of tender for any corrigendum / amendment

5.0 Applicant contractor must provide demand draft (DD) for Rs 1000/- (Rupees one thousand only ) obtained from any Nationalized/ scheduled Bank in favour of *Executive Engineer, Upper Yamuna Division, CWC, New Delhi* payable at New Delhi 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 department. In 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 documents is liable to be rejected.

6.0 Bids will be opened as per date/time as mentioned in the Tender Key Event Sheet.

7.0 The bidder has to submit following documents in hard copy in sealed envelopes to the **Research Officer, National River Water Quality Laboratory (NRWQL), Yamuna Basin Organization, B-5, Tara Crescent Road, Qutub Institutional Area, Katwaria Sarai, New Delhi-16** before the last date and time of submission of online bid otherwise the bid will not be considered for opening.

- i) Envelope 1 - Demand Draft towards tender document cost in original.
- ii) Envelope 2 - Earnest Money Deposit in original.
- iii) Envelope 3 - Pass Phrase for Technical bid.
- iv) Envelope 4 - Pass Phrase for Financial bid.

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION**

**NOTICE INVITING e-TENDER**

Item rate e-tenders are invited on behalf of the President of India from the eligible experienced manufacturers, their authorized dealers/ representatives, Indian representative of foreign manufacturers having sufficient experience of carrying out similar works for **supply, installation, testing, commissioning, training and maintenance of Gas Chromatograph Mass Spectrometer (GCMS) in National River Water Quality Laboratory (NRWQL), New Delhi under Yamuna Basin Organization (YBO) along with a comprehensive warranty of two years and maintenance for five years after the expiry of the warranty period.** The work is estimated to cost Rs. 58,31,000 / (Rupees Fifty Eight Lakhs Thirty One thousand only). This estimate, however, is tentative and indicative for guidance.

1.0 Only original Indian manufacturers, their authorized dealers/ representatives, Indian representative of foreign manufacturers having sufficient experience acting singly or in consortium with other such manufacturers/ dealers, having sufficient experience of similar works, shall be allowed to quote for the works. Similar works are defined as the works of supply, installation, testing, commissioning and maintenance of Gas Chromatograph Mass Spectrometer (GCMS). The bidder shall be required to produce proof from the appropriate authorities of having satisfactorily completed similar works during the last ten years (ending on the last day of the month previous to the one in which the tenders are invited), where the systems installed by them are working satisfactorily for two years. Such works could be inspected. The bidder shall have to fulfill the following criteria of satisfactory execution of works as given below;

1.1. Three similar works (GCMS), each of value not less than 40% of the estimated cost,

Or,

1.2. Two similar works (GCMS), each of value not less than 60% of the estimated cost,

Or,

1.3. One similar work (GCMS), of value not less than 80% of the estimated cost put to tender, during the last ten years (ending on the last day of the month previous to the one in which the tenders are invited), where the systems installed by them are working satisfactorily for two years.

And,

1.4. Having annual turnover equivalent to Indian Rs. 50 Lakhs each during last consecutive three years. Copies of audited balance sheets of the company shall be provided with the technical tender.

And,

1.5. Having successfully and satisfactorily maintained the system for at least two years during last ten years.

Prospective bidders are advised to provide complete documentary evidences towards their claim of experience, turnover and completion certificates of works completed by them.

1.6 Signed and scanned true copy of undertaking of not being blacklisted by any government department.

**After opening the e-tender, if any bidder was found to be not meeting the specified qualifying requirements during evaluation, his/ her tender would be summarily rejected.**

2. Prospective bidder may apply in single or in a consortium with other partners each one being EITHER an Original Equipment Manufacturer (OEM) or an Authorized Agent/ representative/ subsidiary having sales and full service facilities located in India. For authorized dealers, the submission of a certificate to the effect from the OEM being represented by him shall be obligatory.
3. In case of a consortium, a copy of the agreement between various partners will be submitted with the tender clearly identifying the parts and components of the system for which the concerned partner is responsible for execution. However, each of the partners of the consortium will be jointly responsible for execution and completion of the works.
4. One of the partners of the consortium will be identified as a lead partner and will be authorized to execute the contract with the department. All financial transactions and liabilities shall rest with the lead partner.
5. The qualifying criteria will be applicable to each of the partners of the consortium with scope of works limited to the extent for which the concerned partner is responsible as a member of the consortium.
6. In case of consortium of manufacturers, authorized dealers, contractors for the major components of the works the qualifying criteria will be applicable to each partner separately for the specific component of the project for which the partner will be directly responsible.
7. Tenderer shall quote his rates as per various terms and conditions in the tender document, which will form part of the agreement.
8. The time allowed for carrying out the works will be **90 days** from the 15<sup>th</sup> day after the date of written orders to commence the works.
9. The site for the work is available.
10. Last Date to download official copy of tenders from <https://www.tcil-india-electronictender.com> is 6<sup>th</sup> July 2015 (18:00 hrs).
11. Last Date & Time for online submission of e-Tender is 9<sup>th</sup> July 2015 (18:00 hrs).
12. Technical bid will be opened on 10<sup>th</sup> July 2015 (11:00 Hrs).
13. The financial bid shall be opened only after satisfying that the bidder meets the eligibility/technical requirements. Any lapse in providing documentary evidence towards meeting the eligibility/Technical requirement may lead to non-opening of the financial bid and thus rejection of the bid.
14. **The tender shall include all the relevant technical literature, brochures and other documents supporting the technical competence of the offers and shall indicate by proper cross referencing with such supporting documents as to how the specification requirements are being met by their offer.** Any additional information requested by the department during the course of evaluation of the tender shall be supplied within the time limits set by the department. **The bidder whose material specifications do not meet the required specifications shall be summarily rejected and no claims what so ever shall be entertained in this regard. The rejected tenders will not be evaluated further.**
15. The Earnest Money of Rs. 1,16,620 as Demand Draft / Banker's Cheque of a Scheduled Bank in favour of **Executive Engineer, Upper Yamuna Division, CWC, New Delhi** payable at New Delhi or Fixed Deposit Receipt of a Scheduled Bank pledged in favour of *Executive Engineer, Upper Yamuna Division, CWC, New Delhi* will have to be deposited by the due date. If the specified earnest money is not deposited by the due date, the tender will be summarily rejected.
16. The description of the work is given in Technical Specification.
17. The competent authority on behalf of President of India does not bind itself to accept the lowest or any other tender, and reserves its right to reject any or all of the tenders received without the assignment of any reason. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

18. All tenders, in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected and action as per clauses above will be taken.
19. 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.
20. The tenderer shall not be permitted to tender for works in the CWC Circle (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 Central Water Commission or in the Ministry of Water Resources. Any breach of this condition by the tenderer would render his tender liable to be rejected and action as per clauses above will be taken.
21. 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 is found any time to be such a 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.
22. The tender for the works shall remain open for acceptance for a period of **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 the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
23. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
  - a) The notice inviting tender, all the documents including General Conditions and Special Conditions of contract, technical specifications, forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - b) Standard C.P.W.D.Form-9.
27. A Pre-bid conference will be held on **29/06/2015** at 15:00 hrs in the camp office of SE (HOC), Yamuna Basin Organization, B-5, Tara Crescent Road, Qutub Institutional Area, Katwaria Sarai, New Delhi-16. The representatives of the potential tenderer and their associates (not exceeding a group of 2 persons) shall be eligible to participate in the conference and take part in the discussions. All the queries and clarifications required may be submitted in writing duly signed to the Superintending Engineer, Hydrological Observation Circle, CWC, A-17, Sector-56, NOIDA (UP), PIN 201307, Phone 0120-2581224 (office) / Fax 0120-2584330 **by 29/06/2015 (11:00 hrs)**. Only written requests will be responded in the amendments / clarifications issued by the department after the pre-bid conference. For the bidders purchasing the tender documents subsequent to the issue of the clarifications, the same shall be supplied with the tender documents and no additional queries/ clarifications will be entertained. The clarifications issued shall be treated as amendments to the tender document.

In this conference, the clarifications, if any, required by any prospective bidder on the tender documents would be discussed. If, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, the department modifies the tender documents by an amendment, the same will be sent to all prospective bidders and this shall form part of the tender document.

**Superintending Engineer,  
Hydrological Observation Circle, Noida.**



## ADDITIONAL TERMS AND CONDITIONS

- 1) At any time prior to the deadline for submission of tenders, the department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendment in writing, which will be binding on all the bidder.
- 2) The tender prepared by the bidder, as well as all correspondence and documents relating to the tender exchanged by the bidder and the department shall be written in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the tender, the translation in English Language shall govern.
- 3) All corrections/ cuttings in the tender document shall be initialed by the bidder.
- 4) The tender prepared by the bidder shall comprise the following components:
  - a) Technical specifications of the offered equipment's along with comparative statement specifying how the specification of equipments (which shall also include the brand name and manufactures details for each component) proposed to be supplied shall meet the specifications required in the tender documents. The statement shall clearly indicate variations, if any, with the term and conditions of the tender document.
  - b) Documentary evidence to establish that the bidder is eligible to tender and is qualified to perform the contract if the tender is accepted:
  - c) Documentary evidence to establish that the goods and ancillary services to be supplied by the bidder are as per specifications and conform to the tender documents. The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings and data, and shall consist of:
    - i) A detailed description of the essential technical and performance characteristics of the goods.
    - ii) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc. necessary for the proper and continuing functioning of the goods for a period of at least **TEN** years, following commencement of the use of the goods by the Department, and
    - iii) An item-by-item comments on the department's technical specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the technical specifications.
    - iv) For purposes of the comments to be furnished, the bidder shall note that standards for workmanship, material and equipment designated by the department in its technical specifications are intended not only to be descriptive but also restrictive. The bidder may substitute alternative standards provided it demonstrates, to the department's satisfaction, that the substitutions ensure substantial equivalence to those.
  - d) Earnest Money Deposit in prescribed form; and
  - e) Original tender with schedule of quantities Financial Tender Format duly completed and bearing signatures of the bidder under their seal.
  - f) The Bio-data of the Engineers/ Technicians in-charge of the work during execution as well as maintenance.
  - g) "Only such equipments or its upgrades shall be used which are working satisfactorily at least for the last two years". The bidder will furnish the definite proof to this effect from the user.
- 5) The prices quoted shall be F.O.R. Destination and all duties and taxes including custom duty, octroi, VAT, service tax, entry and other taxes, etc, have to quote separately for each component. No additional amount on the quoted prices shall be paid. During the evaluation of tender, all taxes will also be taken into account.
- 6) Prices quoted by the bidder shall remain fixed during the validity period of the Contract and shall not be subject to variation on any account. A tender submitted with an adjustable price quotation or conditionalities is liable to be treated as non-responsive and rejected.
- 7) **Prices shall be quoted in Indian Rupees only.**
- 8) During evaluation of tenders, the department may, at its discretion, ask the bidder for a clarification of its tender or ask for field/ office demonstration of the equipment, for which no charges shall be paid

to the bidder. The request for clarification and the response shall be in writing and no change in prices or substance of the Tender shall be sought, offered or permitted.

- 9) If required, specifications as mentioned by the vendors in their bids can be verified from any reliable source and / or vendor's web site.
- 10) Tenders from agents/ dealers, without proper authorization from the manufacturer, shall be treated as non-responsive.
- 11) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the contractor does not accept the correction of errors, its tender will be rejected.
- 12) The department will evaluate and compare tender which have been determined to be substantially responsive. Non-responsive tenders shall be rejected and will not be evaluated.
- 13) The evaluation for determining the lowest tender shall include:
  - a) The cost of equipment including the taxes, octroi, levies etc. as applicable at final destination and installation, testing, commissioning, maintenance and training and any other services essential for completion of works;
  - b) Cost of essential spares/ consumables as specified in tender document, required for running & maintenance of all the equipments for five years; and
  - c) Cost of Annual Maintenance Contract for all the equipment including replacement of defective material for next five (5) years beyond warranty period.
- 14) The bidder shall not contact the Department on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Department, it should do so in writing.
- 15) An affirmative determination will be a prerequisite for award of the work to the contractor.
- 16) The department, at the time of award of contract, reserves the right to increase or decrease by up to 100% the quantity of goods and services originally specified in the Schedule of Quantities & Financial Tender Format without any change in unit price or other terms and conditions.
- 17) Attention of the tenderers is drawn to the Security Deposit Clause under CPWD Forms 9 regarding the deduction of security deposit.

## KEY EVENTS AND DATES

1	Tender inviting authority Designation / Address	Superintending Engineer, Hydrological Observation Circle, CWC, A-17, Sector-56, NOIDA (UP) PIN 201307.
2	Mode of submission of tender	Electronic Tenders are to be submitted on TCIL's e-Tendering portal which can be accessed using URL <a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a>
3	Addressee and address at which documents are to be submitted in hard copy	Research Officer, National River Water Quality Laboratory (NRWQL), Yamuna Basin Organization, B-5, Tara Crescent Road, Qutub Institutional Area, Katwaria Sarai, New Delhi-16.
4	Job requirement	Supply, installation, testing, commissioning, training and maintenance of Gas Chromatograph Mass Spectrometer (GCMS) in National River Water Quality Laboratory (NRWQL), New Delhi under Yamuna Basin Organization (YBO) along with a comprehensive warranty of two years and maintenance for five years after the expiry of the warranty period.
5	Language(s) in which items to be printed	English/Hindi
6	Validity of the Tender	90 Days
7	Issuance of the tender	Tender can be downloaded from <b>12.06.2015</b> to 06.07.2015 upto 18:00 hrs from TCIL's e-Tendering portal with URL <a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a> . or <a href="http://www.cwc.gov.in">www.cwc.gov.in</a> Or <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> .  <b>However, in order to be able to participate in the tender it is mandatory to download official copy of tenders from <a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a></b>
8	Cost of tender	Cost of the tender i.e. Rs. 1000.00 is to be submitted in a sealed envelope on or 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 in favour of Executive Engineer, Upper Yamuna Division, CWC, New Delhi payable at New Delhi.
9	Last date & Time for submission of Bids online	09/07/2015 (18:00 hrs)
10.	Earnest Money Deposit amount payable	Rs. 1,16,620
11.	Date, time and address of Pre-Bid Meeting	29/06/2015 (15:00 Hrs.)

		Camp office of Superintending Engineer (HOC), Yamuna Basin Organization, CWC, B-5, Tara Crescent Road, Qutub Institutional Area, Katwaria Sarai, New Delhi-16.
12.	Date, time and address of Public Online tender Opening Event	<p>10/07/2015 (11:00 Hrs)</p> <p>Camp office of Superintending Engineer (HOC), Yamuna Basin Organization, CWC, B-5, Tara Crescent Road, Qutub Institutional Area, Katwaria Sarai, New Delhi-16.</p> <p>Interested bidder or their representative not more than 1 or 2 per bidder may be present at the above address.</p>

**Government of India  
Central Water Commission  
Hydrological Observation Circle, Noida**

**TENDER AND CONTRACT  
FOR  
SUPPLY OF MATERIALS  
(Central P.W.D. Code. Paragraph 89)**

**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

- 1 All supplies proposed to be obtained by contract will be notified in a form of invitation to tender posted in public places and signed by the Superintending Engineer, Hydrological Observation Circle, Noida.
- 2 In the event of the tender being submitted by a firm, agreement must be signed by each partner thereof, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced, and it must disclose that the firm is duly registered under the Indian Partnership Act.
- 3 Receipts for payment made to a firm, must also be signed by the several partners except where the contractors are described in their tender is a firm, in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
- 4 Any person who submits a tender shall mention at which rate he is willing to undertake each item of the work. Tenders which propose alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable to rejection. No single tenders shall include more than one work, but contractors wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.
- 5 The Superintending Engineer, Hydrological Observation Circle, Noida or duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign, copies of the specification and other documents. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall there upon be returned to the contractor.
- 6 The Officer inviting tenders shall have the right to rejecting all or any of the tenders and will not be bound to accept the lowest tender.
- 7 The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Superintending Engineer, Hydrological Observation Circle, Noida and the contractor shall be responsible for seeing that he produces a receipt signed by the Superintending Engineer, Hydrological Observation Circle, Noida or a duly authorized cashier.

**Security Deposit Clause:** The person/persons, whose tender (s) may be accepted (hereinafter called the contractor) shall permit Govt. at the time of making any payment to him for work done under the contract to deduct such sum along with the sum already deposited as earnest money will amount to 5% of the estimated cost of the work, unless he / they are exempted from payment of Security Deposit in individual cases or has/have deposited the amount of security at the rate mentioned above in cash or in the form of Govt. Securities or fixed deposit receipts or Guarantee Bonds of any scheduled bank or the State Bank of India. In case a fixed deposit receipt of any banks is furnished by the contractor to the Govt. as part of the

security deposit and the bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt, the loss caused there by shall fall on the contractor and the contractor shall forth with on demand furnish additional security to the Govt. to make good the deficit. Such deduction to be held by Govt. by way of security deposit provided always that the Govt. of this purpose shall be entitled to recover recent of the amount of each running bill till the balance of the amount of security deposit is realized. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due to may become due to the contractor by Govt. on any account whatsoever or sale as aforesaid the contractor shall within 10 days make good in cash guarantee bond in favour of the President of India executed or fixed receipt tendered by State Bank of India or by scheduled banks (in case of limits prescribed by Reserve Bank of India by Govt. securities it deposited for more than 12 months) endorsed in favour of the Engineer incharge any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money if deposited at the time of tender will be treated as part of security deposit.

- Note:-1 Govt. Papers tendered as security will be at 5% below its market value or at its full Value whichever is less. The market price of Govt. papers would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of Govt. papers will be withheld if necessary. Govt. securities will include all forms of security mentioned in rule 274 of G.F.R. except fidelity bond. This will be subject to observance of conditions under the rule against each form of security.
- 2 The contractor is to deliver the materials on or before he mention in the tender failing which he shall be subject to pay or allow one percent on the total amount of the contract every day not exceeding ten days that he shall exceed his time as and for liquidated damages.
  - 3 In every case in which the payment or allowance mentioned in clause 2 shall have incurred for then consecutive days, the Divisional Office shall have the power to annul the contract and or have the supply completed at the contractor's risk and expenses without any further notice to him and the contractor shall have no claim to compensation for any loss that he may incur in any case.
  - 4 If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender he shall apply in writing to the Divisional authority of this Divisional Officer, the contractor shall not claim exempted on from the fine line leviable under clause 2. For the completion of the rest of the works the contractor shall be entitled such extension of time as may be determined by the Engineer-in-charge.
  - 5 The contractor shall give to the Superintending Engineer, Hydrological Observation Circle, Noida (thereinafter called the Engineer-in-charge) his intention of making delivery of materials and on the material being approved, receipt shall be granted to him by the Superintending Engineer or his assistant and no material will be considered as delivered until so approved.
  - 6 On the completion of delivery of materials the contractor shall be furnished with a certificate to that effect by the Superintending Engineer, Hydrological Observation Circle, Noida (herein called the Engineer-In-charge) but the delivery will not be considered complete until the contractor shall have removed all rejected materials and shall have the approved materials stocked or placed in such positions as he pointed out to him.
  - 6-A If at any time after the commencement of the supplies, the President of India shall for any reason whatsoever not required the whole thereof as specified in the tender to be supplied, the Engineer-In-charge shall in addition to his power to annul the contract in case of default on the part of the contractor, have power to terminate all liability of the President there under at any time after giving due notice in writing to the contractor of his desire to do so, in the event of such a notice being given.

(a) The Divisional Officer shall be entitled to direct the contractor to complete the supply of the materials which are ready for delivery up to the expiry of the notice and thereafter to cease their supply, all the articles or supplies received and accepted up to that date shall be paid for at the tender rate, and.

(b) The contractor shall have no claim to any payment or compensation what-so-ever on account of any profit or advantage which he might have derived in consequence of the full execution of the contract but which he did not obtain owing to its premature termination or for any loss which he might have sustained on this account.

7 No payment should be made for a work estimated to cost rupees five thousand or less till after the whole or the work shall have been completed and certificate of completion given. But in the case of work estimated to cost more than rupees five thousand the contractor shall on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then executed to the satisfaction of the Engineer-in-charge, whose certificate of the sum of payable shall be final and conclusive against the contractor.

Payment due to the contractor may, if so desired by him, be made to this bank instead of direct to him, provided that the contractor furnishes to the engineer-in-charge (1) an authorization in the form of a legally valid documents such as a power of attorney containing authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by the Government or his signature on the bill or other claim preferred against Govt. before settlement by the Engineer-in-charge of the account of claim by the payment the contractor should wherever possible present his bills duly receipted and discharge through his bankers.

Nothing herein contained shall separate to create in favour of the bank any rights or equity vis-à-vis the President of India.

8 The materials shall be of the best description and in strict accordance with the specification and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-charge.

9 In the event of the material being considered by the Engineer-in-charge to be inferior to that described in the specifications, the contractor shall on demand in writing forthwith remove the same at his own charge and cost and in the event of his neglecting to do so within such period as may be named by the Engineer-in-charge that office may have such rejected material remove at the contractor's risk and the expenses incurred being liable to be deducted from any sums due or which may become due to the contractor.

9A The contractor/seller hereby declares that the goods stores articles sold or to be sold to the Govt. under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particular contained mentioned in clause 8 hereof and the contractor seller hereby guarantees that the said goods/stores articles shall continue to confirm to the description and quality aforesaid for a period of three months shall the date of delivery of the said goods/stores/articles to the Engineer-in-charge and that notwithstanding the fact that the Engineer-in-charge may have inspected and on approved the said good articles be discovered not be confirm to the description and quality aforesaid or to have deteriorated (and the decision of the Engineer-in-charge in that behalf will be final and conclusive a binding on the parties the Engineer-in Charge will be entitled to reject the said good/stores/articles or such portion of as may be discovered not to confirm to the said description and quality. On such rejection the goods articles stores will be at the seller's risk and the provisions contained in the clause 9 hereof shall mutatis mutandis apply to the removal of the goods/stores/articles or such portion thereof as has been rejected by the Engineer-in-charge or otherwise the contractor/seller shall pay to the Govt. such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Govt. in that behalf under this contract or otherwise.

10 If the contractor or his work people or servants shall break, deface inquire or destroy a building, road, road clubs, fence enclosure, water pipes cables drains, electric or telephone posts or wires, trees, grass or grass land of cultivated ground contiguous to the place where the materials are being supplied, he shall make good the same at his own expense and in the event or his

refusing to do so the damage shall be required at his expense by the Engineer-in-Charge, who shall deduct the cost from any sums due, or which may become due to the contractor.

11 The contractor shall supply at his expense all tools, plant and implements required for the due fulfillment of his contract and the material shall remain at his risk till the date of final delivery, unless it shall have been in the mean time remove for use by Engineer-in-charge.

12 No material shall be brought to site or delivery on sundays without the written permission of the Engineer-in-charge.

13 This contract shall not be sublet without the written permission of the divisional Officer. In the event of the contractor subletting his contract without such permission he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit and shall have no claim for any compensation for any loss that may have collected or engagement entered into.

13 A The Engineer-in-charge shall have power to make any alteration in, commissions firm, additions to or substitutions for the original specifications, drawings, designs, and instruction that may appear to him to be necessary or advisable during the course of supply of the materials and the contractor shall be bound to supply the materials in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations omissions, addition at substitutions shall not invalidate the contractor, and altered additional or substitute materials which the contractor may be directed to supply in the manner above specified as part of the work shall be supplied by the contractor on the same conditions in all respect or which he agreed to do the main work, and at the same rates, are as specified in the tender for the main work. The time for completion of the supply shall be extended in the proportion that the altered, additional or substituent quantity of materials bears to the original quantity and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered additional or substituted materials include any class of materials, for which the rate is not specified on this contract then such class of materials shall be supplied at the rates entered in the schedule of rates of the CWC 2012 and in such class of materials are not entered in the said schedule of rates, then the contractor shall within seven days of the date of his receipt of the order to supply the materials inform the Engineer-in-charge of the rate which it is his intention to charge for such class of materials and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel this to supply such class of materials and arrange the supply thereof in such manner as he may consider advisable provided always that if the contractor shall commence supply or incur any expenditure in regard thereto. Before the rates shall have been determined as lastly herein before mentioned time and in such case he shall only be entitled be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates shall be fixed by the Engineer-in-charge, in the event of a disputes the decision of the Chief Engineer (Yamuna Basin Organization) shall be final.

13 B In every case in which by virtue of the provision of Section 12 Sub Section (1) of the workman's Compensation Act, 1923. Govt. is obliged to pay compensation to a worker employed by the contractor, in execution of the works Government will recover from the contractor the amount of the compensation so paid and with prejudice to the right of Govt. under Section 12, Sub Section (2) of the Act Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Govt. to the contractor whether under this contract or otherwise.

Government shall not be bound to contract any claim made against it under Section 12 Sub Section (1) of the said Act except on the written request of the contractor upon his giving to Government full security for all costs for which Govt. might become liable in consequence of contesting such claim.

13 C (a) The contractor shall pay not less than fair wage to labourers engaged by him on the work.

Explanation: "fair Wages" means wages whether for time or place work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the C.P.W.D. for the district in which the work is done.

(b) The contractor shall notwithstanding the provisions of any contract to the contrary cause to be paid fair wages to labourers indirectly engaged on the work including any labour



engaged by his sub-contractors in connection with the said work as if the labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be completed with the C.P.W.D. contractor's labour Regulations made by Government from time to time in regard, payment wages, wage period, deductions, from wages, recovery of wages not paid and deductions unauthorizedly made maintenance of wage register wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

(d) The Executive Engineer or sub Divisional officer concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by worker or workers by reasons of non fulfillment of the contract for the benefit of justified by the terms of the contractor or non observance of the regulations.

In the case of Union Territory of Delhi however as the all inclusive minimum daily rates of wages fixed under notification of the Govt. of India in the Ministry of Labour and Employment inclusive of wages for the weekly day of rest, the question of extra payment for the weekly holidays would not arise.

(e) Under the provision of the minimum Wages Act, 1948 and the minimum Wages (Central) Rules 1950, the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day's rest for six days continuous works and pay wages at the same rate as for duty in the event of default the Engineer in charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labours and pay the same to the persons entitled thereof from money due to the contractor.

(f) Vis-à-vis the Central Government to the contract shall be primarily liable for the payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub contracts.

(g) The regulations aforesaid shall be deemed to be a part of contract and may breach thereof shall be deemed to be breach of his contract.

13-D In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with the cause to be complied with all rules framed by the Government from time to time for the protection of health and sanitary arrangements for works employed by the C.P.W.D. and its contractors.

13-E In the event of the contractor(s) committing a default of any of the provisions or of the Central Public Works Department Contractor's Labour Regulations are Model Rules for the protections of health and sanitary arrangements for the workers as amended from time to time furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is incorrect he/they shall without prejudice to any other liability pay to the Government a sum not exceeding Rs.50.00 per every default breach or furnishing making submitting filling such materially incorrect statement and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced of the Rs.50/- per day for each day of default subject to a maximum of 5 percent, of the estimated cost of the work put to tender. The decisions of the Engineer-in-charge shall be final and binding on the parties.

13 G In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of this agreement the contractor shall at his own expense arrangement for the safety provisions as per C.P.W.D. safety code framed from time to time and shall at his own expense provided for all facilities in connection therewith. In case the contractor fails for making arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs.50/- for each

default and in addition the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in that behalf from the contractor.

14 Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specification designs drawing and instructions herein mentioned as to the quality of workmanship or materials used on the work or as to any other question claim right matter or thing whatsoever in any way arising out of or relating to the contract, design drawings, specifications estimates instructions orders or these conditions or otherwise concerning the works or the execution of failure to execute the same whether arising the progress of the work after completion abandonment thereof shall be referred to the sole arbitration of the person appointed by the C.E., YBO incharge of work at the time of such appointment. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant that he had dealt with the matter to which the contract relates and that in the course of his duties as Govt. servant he had expressed views on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such C.E. or administrative head as aforesaid at the time of such transfer vacation of office or inability to act shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that one person other than a person appointed by such C.E. or administrative head of the CWC as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

Subject as aforesaid the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the parties invoking arbitration shall specify the dispute or disputes to be referred to arbitration under the clause together with the amount or amounts claimed in respect of such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

15 On the breach of any terms or conditions of this contract by the contractor, the said President shall be entitled to forfeit the security deposit or the balance thereof that may at that time be remaining and to realize and retain the same as damages and compensation for the said breach but without prejudice to right of the said President to recover any further sums as damage from any sums due or which may become due to the contractor by Government or otherwise howsoever.

Interpretation Clause:

The President means the President of India and his successors.

16 Without prejudice to any of the right or remedies under this contract. If the contractor dies the Engineer in charge on behalf of President of India shall have the option of terminating of contract on death without compensation of the contractor.

17(1) whenever any claim against the contractor for the payment of a sum or money arises out of or under the contract Government shall be entitled to recover such sum by appropriating in part or whole the security. In the event of the security being insufficient or if no security has been taken from the contractor then the balance or the total sum recoverable as the case may be, shall be deducted from any sum hence due or which at any time thereafter may become due from the contractor under this or any other contract with the Government. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Government on demand the balance remaining dues.

(1) Government shall have the right to cause an audit and technical examination of the works and the final bill of the contractor including all supporting vouchers abstract etc. to be made after payment of final bill and as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under contract and found not to have been executed, the contractor shall be liable to refund the amount of the overpayment and it shall be lawful for Government to recover the same from him in the manner described in sub clause (1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination it is found that contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor.

PROVIDED That Government shall not be entitled to recover any sum overpaid, not the contractor shall be entitled to payment of any sum paid short where such payment has been agreed under between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any terms of the contract pertaining payment for work after assessment by the Superintending Engineer or the Executive Engineer.

STANDING ORDER No.1010 dated 19.02.1963.

In form No.P.W.D.-9 in the Book of Forms (First Edition, First Reprint) referred to in para 16 of the Central P.W.D. Code Revised Edition, 1969 and the following after clause 6.

The Security Deposits of Contractor shall not be refunded before the expiry of the three months after the issue of certificate final or otherwise of completion of supply or till the final bill has been prepared and passed, whichever is later.

Contractor.....

Superintending Engineer

## **Correction Slips of P.W.D. 9 Tender Form for Supply**

**C.S. No.1 (Clause 13 A of PWD-9) :** This tender/quotation is submitted on the understanding that we shall be responsible for delay or failure to execute orders placed against this tender quotations directly or indirectly caused by or due to act of Govt. of Mobilization, demobilization requisition force major lock outs, labour disturbances trade dispute strikes fire pestilence damage or accident to our machine or by other even or circumstances whatsoever beyond our machinery or any of the above said causes or not (this includes delay or any failure to execute the order occasioned by fulfillment by us of any other commitments in cases where directly or indirectly, due to any other causes and or consequences due date or dates or such commitment have been extended.

**C.S. No.2 (Clause 13(dd) PWD-9):** In the case of Union Territory of Delhi however as the all-inclusive minimum daily rates of wages fixed under notification of the Govt. of India in the Ministry of Labour & Employment No.66(1)/69-I(B) dated 15.05.1969 are inclusive of wages for the weekly day of rest the question of extra payment for the weekly holiday would not arise.

**C.S. No.3 (Clause 14 PWD-9) :** It is also a terms of the contract that if the contractors do/does not make any demand for arbitration in respect of any claim(s) in writing with 90 days or receiving the intimation from the Govt. that the bill is ready for payment the claim of the contractors will be deemed to have waived and absolutely barred and the Govt. shall be discharged and released of all liabilities under contract in respect of these claims.

Should this tender be accepted I/We hereby do agree to abide by and fulfill all the terms and provisional of the said conditions annexed here to so far as applicable and or in default thereof to forfeit and pay to the President of India or his successor in office the sum of money mentioned in the side conditions. A sum of Rs..... is herewith forwarded in cash / treasury Challan / DD / Banker's Cheque / FDR as earnest money, if I/We fail to commence the work as specified in the said conditions of contract, I/We agree that the said President or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely otherwise the said earnest money shall be retained by him towards such security deposit. I/We further agree that the said President or his successors in office shall also be at liberty to cancel the acceptance of the tender if I/We fail to deposit security amount as aforesaid.

Give particulars & number

Signature of Tenderer

Address

Signature of Witness

Address

Dated                      the

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

Dated                      the

Signature of the officer by whom  
the tender is accepted

## Tender for the Supply of Materials

P.W.D.9 (Tender)

I/We hereby tender for the supply for the President of India of the materials described in the under mentioned memorandum according to the specification within the time specified and at the rates specified therein subject to the conditions of the contract.

- Memorandum:-
- (i) Earnest money @ 2% of estimated cost i.e. Rs.....
  - (ii) Security Deposit to be deducted from running bill including earnest money @ 5% of accepted cost i.e. Rs.....
  - (iii) Performance Guarantee payable within 14 days of issue of letter of acceptance @ 5% of accepted cost i.e. Rs.....

Description specification materials to supplied	or of be	Total quantities of each to be supplied	Place at which to be delivered	Quantities to be delivered to each place	Dates by which delivery at all places must be completed	Rate by which articles are to be supplied inclusive of every demand	Unit	Total cost of each article inclusive of every demand	Remarks

## SPECIAL CONDITIONS OF CONTRACT

### 1. Definition:

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

**“The Contract:** means the agreement entered into between the CWC and the Contractor, as recorded in the Contract Form signed by the parties, including all amendments, attachments and appendices thereto and all documents incorporated by reference therein.

**“The Contract Price”** means the price payable to the Contractor under the Contract for the full and satisfactory performance of its contractual obligations.

**“The Goods”** means all of the equipment, machinery and/ or other materials which the Contractors are required to supply to the CWC under the contract.

**“The Services”** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, warranty, annual maintenance and other such obligations of the Contractor covered under the contract for successful commissioning of the network and satisfactory performance of the commissioned network.

**“The Department/Customer/Purchaser”** means Central Water Commission through Superintending Engineer, Hydrological Observation Circle, CWC, Noida and any other specifically designated Officers of Central Water Commission purchasing the Goods.

**“The Tenderer/Bidder/Contractor/Supplier”** means the individual or firm/ agency/consortium supplying the Goods and Services under this contract.

**“The project Site”** where applicable, means the place or places named in Conditions of Contract.

**“GCC”** means General Condition of the Contract.

**“SCC”** means Special Condition of the Contract.

**“Day”** means calendar day.

**“Organisation”** shall mean Yamuna Basin Organization (YBO).

### 2. Applications: These conditions shall supersede/ modify the General Conditions of the Contract.

### 3. Governing Language

#### 3.1 The Contract shall be written in the English language. The version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

### 4. Standards

#### 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the latest Bureau of Indian

Standards. The latest may be defined as Standard issued two months prior to issue of Tender document.

**5. Use of Contract Documents and Information Inspection and audit by the Government of India**

- 5.1 The contractor shall not, without the CWCs prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the department 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.
- 5.2 The contractor shall not, without the Department's prior written consent, make use of any document or information enumerated in Clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, enumerated in Clause 5.1 shall remain the property of the department and shall be returned (all copies) to the department on completion of the Contractor's performance under the contract if so required by the department.
- 5.4 The contractor shall permit the authorized representative of the Department to inspect the contractor's accounts and records relating to the performance of the contractor and to have them audited by auditors appointed by the Department, whenever required.

**6. Patent Rights:** The contractor shall indemnify the department against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

**7 Inspections and tests**

- 7.1 The department or its representative shall have the right to inspect and/ or test the Goods to confirm their conformity to the contract specifications at no extra cost to the department. The goods proposed to be supplied and commissioned shall be accompanied with their technical specifications which shall clearly specify inspections and tests required to confirm the conformity of goods to the contract specifications. The department shall notify the contractor in writing, in a timely manner, of the identity of any representatives retained for the purposes of tests and inspections, if required. TA/ DA of the inspection team will be borne by the department.
- 7.2 The inspections and tests may be conducted on the premises of the Contractor and/ or its subcontractor(s) and/ or at point of delivery and/ or at the Good's final destination. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the department for carrying out the inspections.
- 7.3 Should any inspected or tested Goods, fail to conform to the specifications, the department may reject the Goods and the contractor shall replace the rejected Goods.
- 7.4 The department's right to inspect, test and, where necessary, reject the goods before or after the goods' installation at remote station shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the department or its representative at any point. Nothing shall in any way release the Contractor from any warranty or other obligations under this contract.
- 7.5 The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract agreement and shall be in line with the inspection/ test procedures laid down in the Technical Specifications. Complete hardware and software as specified in the contract should be supplied, installed and commissioned properly by the contractor prior to commencement of acceptance tests.
- 7.6 In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the department reserves the rights to get the equipment replaced by the contractor at no extra cost to the department.



- 7.7 Before the goods and equipment are taken over by the Department, the Contractor shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Department to operate, maintain, adjust and repair all parts of the works/ equipments as stated in the technical specifications.
- 7.8 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the Technical specifications
- 7.9 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Department.
- 7.10 For the System software & other Software's, the Contractor shall provide complete and legal documentation of hardware, all sub-systems, operating systems, compiler, system software and the other software. The Contractor shall also provide licensed software for all software products, whether developed by it or acquired from others. The contractor shall also indemnify the department against any levies/ penalties on account of any default in this regard.

## **8 Packing**

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in contract and in any subsequent instructions ordered by the Purchaser.

## **9 Insurance**

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

## **10 Incidental Services**

- 10.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC.
- a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
  - b) Furnishing of tools required for assembly and /or maintenance of the supplied Goods;
  - c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
  - d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
  - e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operations, maintenance and/or repair of the supplier Goods.
- 10.2 Prices charged by the Supplier for incidental services should be included in the Contract Price for the Goods.

## **11 Spare Parts**

- 11.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier;
- a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under Contract; and
  - b) In the event of termination of production of the spare parts;

- i) Advance notification to the Purchaser of the pending termination in sufficient time to procure needed requirements; and
- ii) Following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if required.

## **12 Transportation & Delivery**

- 12.1 The Contractor is required under the Contract to transport the Goods to a specified place of destination defined as project site. Transport of Goods to such place of destination including insurance, shall be arranged by the Contractor, and the related cost shall be included in the Contract Price.
- 12.2 Arrangement for secure storage of the goods at designated location near the project site prior to installation shall be responsibility of the Contractor. The Department may, if available, provide such unsecured accommodation as may be available for the purpose on a specific request from the contractor.
- 12.3 Delivery of the Goods shall be made by the Contractor in accordance with the terms specified by the Department in the letter of Award.
- 12.4 Contractor shall be responsible till the entire stores ordered for supplied in good condition at destination and are installed, tested and commissioned satisfactorily as per decision of Engineer-in-Charge.

## **13. Warranty and Maintenance Service**

- 13.1 The Contractor shall warrant that the goods supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The contractor further warrants that all Goods supplied and all civil works undertaken under this Contract shall have no defect, arising from design, materials or workmanship (except when the design and / or material is required by the Department's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the field conditions prevailing.
- 13.2 Without limiting the generality of the foregoing, the contractor shall further warrant that:
  - That the Hardware and Software will not abnormally end or provide invalid or incorrect results.
- 13.3 **This warranty shall remain valid for twenty four (24) months from the date of signing of the Acceptance Certificate.** The contractor shall, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the contractor, these guarantees are not attained in whole or in part, the contractor shall, make such changes, modifications, and/ or addition to the goods or any part specified in the contract at its own cost and expense and to carry out further performance tests in accordance with contract. Failure on part of contractor to ensure such performance guarantees shall make the contractor liable for deficiency in providing services and attract penal action, thereof, in form of deduction of payment towards the warranty periods.
- 13.4 The maintenance services to be provided by the contractor under this contract shall be for entire system complete, including all completed mechanical works, supplied equipment/ system, all accessories like cable etc and attachments of the equipments/ systems installed and the software installed including providing additional spare parts, repair of the defective equipment or units/parts thereof during the warranty period of two year and maintenance period of 5 years.
- 13.5 Contractor shall notify its office / residential addresses to the Engineer-in-charge, to handle the complaints within 15 days from the date of signing this contract.
- 13.6 The department shall promptly notify the contractor in writing of any claims arising under this warranty/ AMC.
- 13.7 The department shall notify Contractor of any errors and malfunctions, which occur and noticed when equipment are in use, by fax/ telephone/ e-mail/ special messenger directly or through his Service

- Engineer(s) at his office address during normal working hours or at their residence after normal office hours and/ or on holidays.
- 13.8 Periodical routine services viz., bi-monthly services shall be provided by the Contractor.
- 13.9 The authorized representative of Engineer-in-Charge shall provide free access to the National River Water Quality Laboratory where the defect has occurred. Equipment may be under lock & key for which the authorized representative of Engineer-in-Charge shall make sure that free access to such sites are made available for necessary actions at contractors end. He will also arrange for the security clearance, wherever required in advance to ensure that contractor's engineers get the access to site immediately.
- 13.10 Upon receipt of such notice, the Supplier shall, within the period not exceed 7 days repair or replace the defective goods or parts thereof, without cost to the Purchaser.
- 13.11 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC 13.10, the Purchaser may proceed to take such remedial action as may be necessary, at Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 13.12 In case equipments continue to remain "fail" **due to fault in the equipments supplied, for more than 7 days excluding the day of complaint lodged**, the contractor is liable to pay penalty from 8<sup>th</sup> day onwards @ Rs. 2000/- per day.
- 13.13 The Contractor shall, at his own cost, carry out repair of the defective equipment or parts removed from the site of installation, to the satisfaction of the engineer-in-charge and return the parts after satisfactory repair within 45 days from the date of written complaint/ request made. However contractor has to ensure that the equipment shall remain fully operational through standby parts during this period. All charges towards collection, transportation of defective equipment, return of equipment after repair including cost of repair defective equipment or parts thereof, shall be borne by the Contractor.
- 13.14 If the contractor fails to replenish the spares or return the equipment after satisfactory repairs within 45 days from date of complaint made, this will be considered as failure of equipment and a penalty @ Rs. 2000/- per Day shall be applicable.
- 13.15 The amount of penalty as indicated in the above clauses will be subject to maximum 25% of the tendered amount. The amount of penalty will be recovered from running bills/ amount withheld / Security Deposit/ Performance Guarantee during warranty. The Department may also proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Department may have against the Contractor under the Contract.
- 13.16 The authority to decide and review the penalty shall be Superintending Engineer, HOC, CWC, Noida.
- 14. Measurement**
- 14.1 The Engineer-in-charge or his authorized representative shall acknowledge the receipt of Goods subject to further verification and settlement at the time of installation at site by way of signing the delivery challan in triplicate and shall handover two copies of the same to Contractor.
- 14.2 The Contractor shall transport required goods for installation at project site and shall unpack and get the individual components, equipments, consumables and spares verified in terms of their numbers and quantities by the Engineer-in-charge or his authorized representative.
- 14.3 The Contractor shall carry out all civil, mechanical, electrical and fabrication work, as required, at work site and give a written notice of having completed these works to the satisfaction of engineer-in-charge for joint verification by engineer-in-charge or his authorized representative within 15 days of completion of works. Based on joint verification, Engineer-in-charge or his authorized representative shall get the quantities of major items of work recorded in the measurement books thereafter.

- 14.4 The Contractor shall also demonstrate performance of the installation as a whole at the work site in a mutually agreed manner so as to enable consignee to fill up the check list provided by the Engineer-in-charge for ensuring acceptable performance of the project site.
- 14.5 The Engineer-in-charge shall issue acceptance certificates as per Equipment Acceptance Protocol under clause 5.2.1 and 5.2.2.
- 14.6 The Engineer-in-charge shall issue a completion certificate after successful installation, commissioning, testing, IInd stage acceptance, completion of all training modules and handover of all documents.
- 14.7 The records generated under para 14 shall be used by Engineer-in-Charge for releasing the payments against such measurements as per Stages provided in the payment clause.

## **15 Payment**

The method and conditions of payment to be made to the Contractor under this Contract shall be strictly as per clauses of the Contract.

- (i) Payment will be made in Indian Rupees only. The payment will be released through a crossed account payee cheque/ demand draft/through online transaction in favour of the Contractor.
- (ii) Payments shall be made in running account (R/A) bills as per GCC payment terms on satisfactory completion of works/ services at following milestones;
  - (a) 1st Running Bill of amount equivalent to 80% payment of the items related to supply of goods shall be made on receipt of goods by the consignee on production of the delivery challans and after successful completion of 1st stage of Site acceptance and installation. In case of part supply, the amount to be paid under this clause shall be decided on pro-rata basis and decision of Engineer-in-Charge in this regard shall be final and binding on the contractor.
  - (b) IInd Running Bill for Balance payment (including balance 20% of supply items as withheld in 15(ii)a above) shall be made after successful completion of work i.e after successful installation, commissioning, testing, training and IInd stage acceptance.
  - (c) The cost of annual maintenance contract shall be paid in equal quarterly installments after successful maintenance of the system against a certificate to this effect from engineer-in-charge during the quarter.
  - (d) The Annual maintenance charges during any block shall be payable on pro-rata basis on the basis of actual quantities of components being covered under AMC.
- (v) **Deductions from the bill:**
  - (a) Security Deposit shall be deducted from the running bill amount at the rate mentioned in the Security Deposit Clause under CPWD Form 9. The Security Deposit so deducted shall be released on completion of work plus maintenance period.
  - (b) The goods and services under this contract are high value and technology driven items which will be providing invaluable data base for water quality purposes. Therefore, in order to ensure that equipments commissioned under the contract perform satisfactorily, an amount equivalent to 5% of total contract amount excluding AMC charges shall be pledged in form of Performance Guarantee /Bank Guarantee in favour of *Executive Engineer, Upper Yamuna Division, CWC, New Delhi*. The Performance Guarantee / bank guarantee(s)/amount so deducted shall be released on completion of warranty period of two years. In case of default and/or deficiency of services, the bank guarantee shall be encashed by the Department. It will be responsibility of contractor to ensure that bank guarantee is revalidated in favour of Department during the duration of contract.
  - (c) The Income tax as applicable shall be deducted at source from the bill.
  - (d) Sales Tax as applicable shall be deducted at source from the bill.
  - (e) Certificate on account of taxes payable/ paid to the Government shall be given to the contractor. No other certificates for claiming any other tax exemptions will be given.

## **16 Prices**

Prices payable to the contractor as stated in the contract shall be firm and not subject to adjustment during the performance of the contract. **Prices quoted shall be inclusive of all taxes and duties levied at the country of import or in India.**

## **17 Change Orders**

- 17.1 The Department may at any time, by a written order given to the Contractor, make changes within the general scope of the contract in any one or more of the following:
- i. Drawings, designs, or specifications, where Goods to be furnished under the contract are to be specifically manufactured for the Department;
  - ii. The method of shipment or packing;
  - iii. The place of delivery; and / or
  - iv. The Services to be provided by the Contractor.
  - v. If any such change causes an increase or decrease in the cost of or the time required for, the contractor's performance of any provisions under the contract, an equitable adjustment shall be made in the Contract Price or delivery schedule or both and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the Department's change order.

- 18 **Contract Amendments:** Subject to Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **19 Assignments**

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

## **20 Sub-contracts**

- 20.1 The Contractor shall notify the Department in writing of all sub-contracts awarded under this contract if not already specified in the tender. Such notifications, in the original tender or later, shall not relieve the contractor from any liability or obligation under the contract.
- 20.2 Sub-contracts must comply with the provisions of General Conditions of Contract (GCC).

## **21 Delays in the contractor's Performance**

- 21.1 Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Department in the Schedule of Requirements.
- 21.2 If at any time during performance of the Contract, the Contractor or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Contractor shall promptly notify the department in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the department shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages as per Clause of GCC, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 21.3 Except as provided under Clause 24, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to Clause 22 unless an extension of time is agreed upon pursuant to Clause 21.2 without the application of liquidated damages.

## **22 Liquidated Damages**

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

the Contract pursuant to Clause 23. The applicable rate is 1.5% per month and the maximum deduction is 10% of the contract price.

### **23 Termination for Default**

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

- i. if the Contractor fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Department pursuant to Clause 22.2;
- ii. if the Contractor fails to perform any other obligation(s) under the contract.
- iii. if the Contractor, in the judgment of the Department has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Department, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Department of the benefits of free and open competition.

23.2 In the event the Department terminates the Contract in whole or in part, pursuant to Clause 24.1, the Department may procure, upon such terms and in such manner as it deems appropriate, Goods or services similar to those undelivered and the contractor shall be liable to the Department for any excess costs for such similar Goods or Services. However, the contractor shall continue performance of the Contract to the extent not terminated.

### **24 Force Majeure**

24.1 Notwithstanding the provisions of Clause 21, 22 and 23, the Contractor shall not be liable for forfeiture of performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform the obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include but are not restricted to wars or revolutions or civil commotions, fires, epidemics, quarantine restrictions, freight embargos and strikes/bandh.

24.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek, all reasonable alternative means for performance not prevented by the force Majeure event.

### **25 Termination for Insolvency**

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

**26 Termination for Convenience:**

- 26.1 The Department, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Department's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

**27 Resolution of disputes**

- 27.1 The department and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them and or in connection with the Contract.
- 27.2 If, after thirty (30) days from the commencement of such informal negotiations, the Department and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national forum.

**27.3 Settlement of disputes**

The rules of procedure for arbitration proceedings pursuant to settlement of disputes shall be as follows:

- (a) In case of dispute or difference arising between the Department and contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Chief Engineer, Yamuna Basin Organization, Central Water Commission shall function as Arbitrator.
- (c) Arbitration proceedings shall be held at New Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the Arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the Arbitrator shall be borne by each party itself.

**28 Applicable Law**

- 28.1 The contract shall be interpreted in accordance with the laws of the India.

**29 Notices**

- 29.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or facsimile or email and confirmed in writing to the other party's address specified.
- 29.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**30.0** The contractor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

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

**32.0** The Department reserves the right to terminate the contract in full or in part with one month prior notice.

**33.0** The Contractor has to provide the list of consumables along with their unit price required for running and maintenance of equipment.

## **SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

### **1. Background:**

Central Water Commission is a premier technical organization of India in the field of Water Resources and is presently functioning as an attached office of the Ministry of Water Resources, Government of India. The Commission is entrusted with general responsibilities of initiating, coordinating and furthering in consultation of the state government concerned, schemes for control, conservation and utilization of water resources throughout the country for purpose of flood control, irrigation, navigation, drinking water supply and water power development. It is also undertake the investigations, construction and execution of any such schemes as required.

#### **1.1 Water Quality Monitoring in CWC:**

Central Water Commission is monitoring water quality at 396 key locations covering all the major river basins of India. CWC is maintaining a three tier laboratory system for analysis of the parameters. The level- I laboratories are located at 258 field water quality monitoring stations on various rivers of India where physical parameters such as temperature, colour, odour, specific conductivity, total dissolved solids, pH and dissolved oxygen of river water are observed . There are 18 level –II laboratories located at selected division offices to analyze 25 nos physio-chemical characteristics and bacteriological parameters of river water. 5 level- III / II+ laboratories are functioning at Delhi, Varanasi, Hyderabad, Guwahati and Coimbatore where 41 parameters including heavy metals / toxic parameters and pesticides are analysed.

#### **1.2 National River Water Quality Laboratory**

- The National River Water Quality Laboratory at Delhi has sophisticated equipment supported by automation.
- It has been made as the 'Referral Laboratory' to ensure uniformity in physico-chemical and biological analysis of surface waters in India.
- The laboratory has facilities and capabilities to determine water quality constituents including major and minor ions, trace elements and bacteriological parameters.
- Conduct the Training programmes and Workshops
- Preparation of the Status Reports of Indian Rivers
- Research Work on Water (Water Pollution, Fluoride and defluoridation)
- Special Study assigned by Ministry of Water Resources



**1.2.1** Presently the National River Water Quality Laboratory is analysing the following parameters-

S. No.	Parameters	SNo.	Parameters
1	Temperature*	19	Nitrate
2	Electrical conductivity*	20	Nitrite
3	pH*	21	Phosphate
4	Dissolved Oxygen*	22	Ammonia Nitrogen
5	Biochemical Oxygen Demand	TRACE & TOXIC METALS	
6	Chemical Oxygen Demand	23	Iron
7	Turbidity	24	Arsenic
8	Sodium	25	Cadmium
9	Calcium	26	Chromium
10	Magnesium	27	Lead
11	Potassium	28	Mercury
12	Iron	29	Nickel
13	Boron	30	Zinc
14	Carbonate	31	Copper
15	Bicarbonate	BIOLOGICAL PARAMETERS	
16	Fluoride	32.	Total Coliform
17	Chloride	33.	Fecal Coliform
18	Sulphate	34	E. Coli

In addition to the above, the pesticide residues such as Alpha Hexachlorocyclohexane (BHC), Beta Hexachlorocyclohexane (BHC), Gama Hexachlorocyclohexane (BHC), OP- Dichlorodiphenyltrichloro ethane (OP-DDT), PP- Dichlorodiphenyltrichloro ethane (OP-DDT), Alpha Endosulphan, Beta Endo Sulphan, Aldrin, Dieldrin, Carbaryl (Carbamate), Malathian, Methyl Parathian, Anilophos, Chloropyriphos, etc., will be analyzed with the help of GCMS.

## **2.0 Scope of Work**

The bidder presently shall be required to provide the following services:

- Supply, installation, testing, commissioning of Gas Chromatograph Mass Spectrometer (GCMS) in National River Water Quality Laboratory (NRWQL) under Yamuna Basin Organization(YBO).
- Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- Comprehensive warranty of two years and comprehensive maintenance for five years after the expiry of the warranty period which shall include performance or supervision or maintenance and/or repair of the supplied Goods including replacement of defective parts/spares if any; and
- Training of CWC personnel on-site, in assembly, start-up, operations, maintenance and/or repair of the supplier Goods.

### 3.0 SPECIFICATIONS FOR GC and MS with Headspace and Purge and Trap

#### 3.1 Gas Chromatograph with Mass Spectrometer for Environmental application

##### 3.1.1 GC Specifications

System should be capable of supporting two injector and three detector ports, should have electronic pneumatic/pressure controls for all the gases and should have Chromatography Data system which is based on Microsoft Windows operating system for instrument control, data acquisition, data analysis, quantization, automation & customization with online and offline sessions provided.

System should have capability of locking/adjusting the retention time so that same retention time can be reproduced from system to system and the method should be electronically transferred.

System should be designed and manufactured under ISO 9001 and should comply with most of international regulatory, safety and electromagnetic compatibility requirement

**The instrument should meet the following requirement:**

A	Provision to install two or more columns
B	Operating temp range of oven from near ambient to 450°C
C	Oven temp ramp rate of oven should be 120°C or better
D	Possible to program 9 temp ramps (10 plateaus) or better
E	15 EPC/PPC channels for inlets, detectors or auxiliary gases or more
F	Flow sensor for control & storage of split ratio
G	Possible to use capillary columns of 50, 100, 250, 320 microns and above
H	Injectors: One Split/Split less injector with Split ratio of 7000:1 or better and one OCI cum PTV injector for large volume injection in sub-ppm level detection. The pressure set points should be adjustable by increments of 0.001 psi up to 99 psi Maximum temperature attainable should be 400°C or more. Should have gas saver mode available.
I	Auto sampler with minimum 50 vials or more.

##### 3.1.2 MS SPECIFICATIONS

LAN based quadruple MS system with Non-coated Inert source conforming to International safety standards, designed and manufactured under a quality system registered to ISO 9001 with appropriate computer & printer

to support the system from original manufacturer. Should include turbo molecular pump of capacity 250 liter/sec or better with preferable inert EI ion source.

- Mass range of 2-1000 amu or better
- Mass axis stability should be 0.10 amu/48 hrs
- Scan speed up to 12,000 u/sec or better
- Ion source temp - up to 350°C for better sensitivity for active compounds and it should be programmable. Transfer line temp - 100-350° C; preferably heated quadrupole or equivalent.
- EI source should be inert to active compounds and should be programmable. Preferably should be made from inert material and not inert coating.
- EI scan sensitivity to demonstrate at least: 600:1 S/N for 1 pg OFN scanning from 50-300 amu at nominal m/z 272 ion
- EI SIM Instrument detection limit of 25 fg OFN standard at nominal 272 u ion should be demonstrated at site
- Mass spectrometer shall have the capability to create a 60 SIM ion groups with up to 45 ions per group or more.
- Preferably Mass Spectrometer must utilize a Quadrupole Mass filter consisting of a Monolithic Quartz Structure.
- Spectral libraries: NIST and Pesticides database library.
- The system should have the following upgrading capability for:  
Solvent Bypass - Eliminate early peaks. Lower detector maintenance cost

The system should have **preferably** the upgrading capability for Heart Cut – Cut peaks to another column; find trace levels in a complex matrix.

Back flush- Eliminate later/post-run peaks. Shorten cycle times; eliminate sample carryover, less column usage & lower detector maintenance cost

Splitting of column outlet as per requirement to send all peaks to multiple detectors, to obtain more information during each run. Find peaks of interest in unknowns.

Inlet maintenance – Replacement of GC column in MS without venting MS vacuum which results in elimination of GC/MS downtime.

### 3.2 NIST Library

The system should be provided with the latest NIST Library with original licensed version.

### 3.2 Accessories/Consumables

The following necessary accessories/consumables should be supplied for trouble free operation.

- a) Gas cylinders with SS regulator
- b) Gas purification panel for all gases to be used for operation of system and tubings
- c) Columns for use with FID (at least 4 Nos)
- d) Columns for use with MSD (at least 4 Nos)
- e) Non-stick Inlet Septa (100 Nos)
- f) Auto sampler Syringe 10 uL (2 no.)
- g) Column nuts (2 Nos)

- h) Deactivated liners (5 no)
- i) O-rings for liners (5 nos)
- j) Auto sampler via with septa and cap (1000 nos)
- k) Mass filaments (4 nos)
- l) Bocarb 3000 trap or equivalent (02 nos)
- m) 2 number of Preventive Maintenance Kit for capillary inlet and FID
- n) Capillary column for VOC and Pesticides analysis (2 nos)
- o) Pump oil

### 3.3 PURGE AND TRAP INJECTOR

PTC Sample Concentrator for liquid samples with tubing and treated fittings, heated sample mount, Dry flow Moisture System. Should be upgradable to Autosampler.

- 3.4 **HEAD SPACE** with sample capacity 8 vials or better, transfer line temperature 180<sup>0</sup> C or better, oven temperature above 150<sup>0</sup> C.

### 3.5 FID Detector

FID detector with the following specification or better:

- MDL: < 1.5 pg c/s or Better
- Dynamic range: >10<sup>6</sup>
- Data acquisition rate: up to 300 Hz or Better

All gases flow should be adjustable/controlled by software with no manual control.

- 4.0 The Desktop computer, printer and 15 KVA online UPS shall be part of supply along with equipment. Installation, testing, commissioning and maintenance of these equipments shall also be responsibility of the contractor. The minimum specification of these equipment are given below, the contractor can provide higher specification equipments.

#### 4.1 Specification of Desktop computer

**Desktop computer-CPU-** Intel Core i7, **Memory-**4GB DDR3-1333 MHz; **Chipset-** Intel H67; **Storage-** HDD, 1TB, 7200 RPM; **Display/monitor-**21 inches or more; **Operating System-** Windows 7, Home Basic 64; **Keyboard-** Wireless Keyboard; **Mouse-**Wireless Mouse; **USB port-**4 nos;

#### 4.2 Specification of 15 KVA three phase online UPS with 2 hrs minimum backup

**15KVA three phase online UPS with 2 hrs minimum backup-**  
 Output Power Capacity -12 kW / 15 kVA ; Max Configurable Power-12 kW / 15 kVA ; Nominal Output Voltage- 230V ; Output Voltage Note- Configurable for 220 : 230 or 240 nominal output voltage; Output Voltage Distortion - Less than 5%; Output Frequency (sync to mains) -50/60 Hz +/- 3 Hz user adjustable +/- 0.1 ; Waveform Type ; Input-Nominal Input Voltage 230V, 400V 3PH ,Input Frequency -40 - 70 Hz (auto sensing) ; Batteries- Maintenance-free sealed Lead-Acid battery: leakproof, Included Battery Modules

Note: Installation of UPS along with all accessories, wiring, three phase box, electrical switches, changeover switches, cables etc will be responsibility of contractor.

#### **4.3 Colour Laser A4 size Printer**

- Built in RAM (MB) 128 MB
- USB Port -1 Hi-Speed USB 2.0
- Maximum Number of Sheets (Output) 100 or above sheet output bin
- Vertical / Horizontal Resolution (dpi) - Up to 600 dpi
- Print Speed colour and Black Text (ppm) : 14 ppm
- LCD display

### **5.0 TESTING AND ACCEPTANCE**

#### **5.1 Factory Acceptance Testing**

The contractor shall provide Quality Assurance certificate after satisfactory factory acceptance tests in respect of the equipment to be supplied.

The Department or its representative shall have the right to inspect and/ or to test the Goods to confirm their conformity to the contract specifications at no extra cost to the Department. However, TA/ DA of the inspection team will be borne by the Department. The department, at its discretion may waive off the witnessing of the tests, but the Quality Assurance certificate shall be provided duly authenticated by the contractor.

#### **5.2 Equipment Acceptance Protocol**

In order to facilitate the acceptance of the equipment by the Engineer – in – charges, the Contractor should give a list of deliverables. The list shall be verified by the site – in – charge and accordingly will give a verification report whether all deliverables have been delivered properly at the site. The contractor should preferably, complete the required civil/mechanical/electrical works at the site for proper installation of the equipment before supplying the equipments at the site.

For equipment acceptance test, the supplier should give a check – list of all components and their functions. This check list shall be decided in consultation with the department. This check list shall indicate the tests to be conducted at the site and the results that are expected for each and every component that are to be installed at the site.

**5.2.1** The acceptance test will be conducted by the department or any other person nominated by the department, at its option. Site acceptance test shall be carried out in two stages. The first stage of acceptance will be based on preliminary inspection of the equipment supplied with respect to the required components, hardware, software including all associated accessories and installation.

**5.2.2** Second stage of equipment acceptance test shall be undertaken for a period of 7 days following successful completion of first stage testing to prove the equipment and the interconnecting cable installation and ensure that all operators are fully conversant with the equipment and calibration procedures, methods of operation and all facilities provided by software. During the period of 7 days, there shall be no occurrence of any malfunction in any component necessitating replacement or repairs. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors or other electro-mechanical equipment or bugs in the software should occur. All the software

should be complete and no missing modules/ sections will be allowed. The testing schedule will be agreed to by both the parties during performance of contract. In this stage a regular comprehensive check of functioning of all the components will be made. On conclusion of site acceptance, all relevant documentation pertaining to the equipment shall be handed over by the supplier to the representative of the department.

**In case of any malfunction, partial or complete failure of any part of hardware, software or other electro-mechanical equipment, the Second stage of equipment testing shall be repeated for a period of 7 days, after rectifying the malfunction and / or failure.**

## **6.0 Documentation**

Detailed operating and maintenance manuals for the control system and other equipment supplied under the contract shall be provided. Two copies of manuals are to be provided.

The manuals shall detail in full the equipment supplied under this contract, including test certificates, and the software section shall be comprehensive and in sufficient detail to allow personnel to easily modify any setting or operational parameter.

The provision of all documentation is essential and shall be specific to the contract.

## **7.0 Spare parts**

Contractor shall provide a list of recommended spares. Spare should be such which cover most common fault and does not require replacement of complete assembly. Contractor should supply spare parts for the next 10 years.

## **8.0 TRAINING**

8.1 The contractor shall provide trainings as part of the Tender given as under:

S.No.	Module Name	No. of training	Target Group	No. of officer/staff	Duration for each training in days
1	Operation and Maintenance including trouble shooting of equipment (GCMS)	2	RO, ARO, SRA, etc.	5	2

**Note: Training shall be provided at National River Water Quality Laboratory, CWC, Kalindi Bhawan, New Delhi or any other location within India as per mutual consent.**

All aspects of the electrical, instrumentation and equipment being supplied shall be covered in the courses and full documentation shall be provided. The course shall provide detail documentation and shall ensure that the Departments personnel shall be able to modify settings/ parameters without reference back to the Supplier.

8.2 TA/ DA of the trainees shall be borne by the department.

8.3 Training kit containing course material in soft as well as hard copy shall be provided by the contractor.

8.4 All logistical arrangements have to be ensured by the contractor.

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## SCHEDULE OF QUANTITIES

**TABLE 1**

<i>S. No</i>	<i>Name of item</i>	<i>Quantity</i>
1	Supply, installation, testing, commissioning and training of Gas Chromatograph Mass Spectrometer (GCMS) with Head Space and Purge & Trap including all accessories etc complete in National River Water Quality Laboratory (NRWQL), New Delhi under Yamuna Basin Organization(YBO) along with a comprehensive warranty of two years	1 no
2.	Desktop computer set with Printer Color Laser A4 size with two years warranty	1 no
3.	15 KVA three phase online UPS with 2 hrs minimum backup with installation all fittings etc complete with two years warranty	1 no
4.	Comprehensive on site annual maintenance contract of Gas Chromatograph Mass Spectrometer (GCMS) with Headspace and Purge and Trap including all accessories, desktop computer, 15 KVA UPS, printer, training etc complete in National River Water Quality Laboratory (NRWQL), New Delhi under Yamuna Basin Organization(YBO) for five year after warranty of two years.	1 job

# FINANCIAL TENDER FORMAT

The rates may be given in Indian Rupees only.

TABLE-A

<i>S · N</i>	<i>Name of item</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Tax/VAT /Duty</i>	<i>Total Amount (including all taxes/VAT/duties)</i>	
						<i>In Figure</i>	<i>In Words</i>
1	Supply, installation, testing, commissioning and training of Gas Chromatograph Mass Spectrometer (GCMS), Head Space and Purge & Trap including all accessories, complete in National River Water Quality Laboratory (NRWQL), New Delhi under Yamuna Basin Organization(YBO) along with a comprehensive warranty of two years	1	No.				
2	Desktop computer set with Printer Color Laser A4 size with two years warranty	1	No.				
3	15KVA three phase online UPS with 2 hrs minimum backup with installation all fittings etc complete with two years warranty	1	No.				
	Grand Total						



TABLE-B

The rates may be given in Indian Rupees only.

S · N	Name of item	Qty	Unit	Rate	Tax/VAT /Duty	Total Amount (including all taxes/VAT/duties)	
						In Figure	In Words
1	Comprehensive on site Annual Maintenance Contract of Gas Chromatograph Mass Spectrometer (GCMS) with Headspace and Purge and Trap including all accessories, one desktop computer set with printer and accessories, 15 KVA UPS, etc complete in National River Water Quality Laboratory (NRWQL), New Delhi under Yamuna Basin Organization (YBO) for five year after warranty of two years						
	Year-1	1	No.				
	Year-2	1	No.				
	Year-3	1	No.				
	Year-4	1	No.				
	Year-5	1	No.				
	Grand Total						

## **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 secured 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

Post-TOE Clarification on ETS (Optional)

– 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 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 persons who will be the main person coordinating for 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 Helpdesk	
Telephone/Mobile	Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-11-26202699 (Multiple lines)  Emergency Support Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	<a href="mailto:ets_support@tcil-india.com">ets_support@tcil-india.com</a>

Buyer Organization Name Contact	
Central Water Commission Contact Person	Superintending Engineer, Hydrological Observation Circle, CWC, A-17, Sector-56, NOIDA (UP), PIN 201307
Telephone/Mobile	Telephone/Mobile : 0120-2581224, Mobile No. 9871073990, [between 09:30 hrs to 18:00 hrs on working days]
E-mail Id	E-mail Id : <a href="mailto:sehoc_noidacwc@rediffmail.com">sehoc_noidacwc@rediffmail.com</a>

**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 Encrypter™ 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 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 upon the options selected by the concerned Buyer.

## **Other Instructions**

For further instructions, the vendor should visit the home-page of the portal <https://www.tcilindia-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 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. ETS will make your bid available for 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)