



सत्यमेव जयते



भारत सरकार
Government of India
केन्द्रीय जल आयोग
Central Water Commission



जल बचत - जल संयोज

जल विज्ञानीय प्रेक्षण परिमंडल

Hydrological Observation Circle

मकान संख्या-285, सैक्टर-1, वैशाली, गाजियाबाद-201010
House No.-285, Sector-1, Vaishali, Ghaziabad 201010 (UP).

HOC-N/NIT/(AAS)/ 4/2019-20/1374-75 Dated 07-06-2019

निविदा दस्तावेज
Tender Document
For

COMPREHENSIVE ANNUAL MAINTENANCE (CAMC) FOR ATOMIC ABSORPTION SPECTROPHOTOMETER (AAS) IN NATIONAL RIVER WATER QUALITY LAB, KALINDI BHAWAN, NEW DELHI. FOR THE YEAR 2019-2022.

कार्य की अनुमानित लागत (Estimated Cost) –	Rs 2,62,293.00
धरोहर राशि (Earnest Money) –	Rs. 5,246.00
निविदा की लागत (Cost of Tender) –	Rs. 500.00
निविदा खुलने की तिथि (Date of Opening – Tender)	18.06 .2019

“जून 2019”

Certified that this tender document contains 1 to 21 pages only.

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अधीक्षण अभियन्ता,
नोएडा

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जल का संरक्षण कीजिए

भारत सरकार
Government of India
केन्द्रीय जल आयोग
Central Water Commission
जल विज्ञानीय प्रेक्षण परिमंडल
Hydrological Observation Circle

Tel. 0120-4571224
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मकान संख्या-285, सैक्टर-1, वैशाली, गाजियाबाद-201010
House No.-285, Sector-1, Vaishali, Ghaziabad 201010 (UP).

निविदा आमंत्रण सूचना

भारत के राष्ट्रपति की ओर से अधीक्षण अभियंता, जल विज्ञानीय प्रेक्षण परिमंडल, केन्द्रीय जल आयोग, 285, सैक्टर-1, वैशाली, गाजियाबाद द्वारा निम्नलिखित कार्य हेतु सक्षम व पंजीकृत टेकेदारों से, जो संलग्न अर्हक मानदण्ड (Eligibility Criteria) के अनुसार उपरोक्त कार्य का पर्याप्त अनुभव रखते हैं, मद दर (Item Rate) मोहरबंद निविदाएं आमंत्रित की जाती है :-

कार्य का नाम : "COMPREHENSIVE ANNUAL MAINTENANCE (CAMC) FOR ATOMIC ABSORPTION SPECTROPHOTOMETER (AAS) IN NATIONAL RIVER WATER QUALITY LAB, KALINDI BHAWAN, NEW DELHI. FOR THE YEAR 2019-2022."

- | | |
|--|----------------------------|
| 1. कार्य की अनुमानित लागत | : ₹.2,62,293/- |
| 2. धरोहर राशि | : ₹.5,246/- |
| 3. टेण्डर फार्म जमा करने की अंतिम तिथि | : 18.06.2019 (12:00 Noon) |
| 4. टेण्डर खुलने की तिथि | : 18.06.2019 (15:00 hours) |
| 5. टेण्डर की लागत | : ₹.500/- |

अधिक जानकारी के लिए www.eprocure.gov.in and www.cwc.nic.in पर 10.06.2019 से 18.06.2019 upto 12:00 Noon तक देखें.

निविदा के साथ रजिस्ट्रेशन, कार्य अनुभव, पैन (PAN) कार्ड आदि की प्रतिलिपियां (as per eligibility criteria) आदि निविदा के साथ प्रस्तुत करनी होंगी अन्यथा निविदा निरस्त समझी जायेगी।

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अधीक्षण अभियंता



जल ही जीवन है

जल बचत - जल संयोज

जल का संरक्षण कीजिए

भारत सरकार
Government of India
केन्द्रीय जल आयोग
Central Water Commission
जल विज्ञानीय प्रेक्षण परिमंडल
Hydrological Observation Circle

Tel. 0120-4571224
Fax. 0120-4574224

मकान संख्या-285, सेक्टर-1, वैशाली, गाजियाबाद-201010
House No.-285, Sector-1, Vaishali, Ghaziabad 201010 (UP).

NOTICE INVITING TENDER

Item rate sealed tenders are hereby invited by the Superintending Engineer, Hydrological Observation Circle, Central Water Commission, 285, Sector-1, Vaishali, Ghaziabad (UP) on behalf of the President of India through www.eprocure.gov.in and www.cwc.nic.in from reputed / eligible registered agencies for **“COMPREHENSIVE ANNUAL MAINTENANCE (CAMC) FOR ATOMIC ABSORPTION SPECTROPHOTOMETER (AAS) IN NATIONAL RIVER WATER QUALITY LAB, KALINDI BHAWAN, NEW DELHI. FOR THE YEAR 2019-2022.”**.

Estimated Cost	:	Rs. 2,62,293.00
Earnest Money	:	Rs. 5,246.00
Last Date & time of Off line submission of Tender:		18.06.2019 (12:00 Noon)
Date & time of Opening of Tender	:	18.06.2019 (15:00 hours)
Cost of Tender document	:	Rs.500/-

Tender will be available on www.eprocure.gov.in and www.cwc.nic.in. from 10-06-19 to 18-06-2019 upto 12.00 Noon. and also from office of **Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP)**.

The copies of TIN/TAN, PAN card and documents in support of fulfilling the eligibility criteria shall be attached with bids, otherwise the bids shall be treated as cancelled.

-sd-
Superintending Engineer
HOC, Noida

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GENERAL INSTRUCTION TO BIDDERS

- 1.0 Tender document will be available **for download through** www.eprocure.gov.in and www.cwc.nic.in. from 10.06.2019 (18:00 hrs) to 18.06.2019 up to (12:00 Noon) and the same will also be available Off line from the O/o of **Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP)**. The tender notice is also available at www.cwc.nic.in & www.eprocure.gov.in. Sealed tenders shall be submitted at the same address
- 2.0 Not more than one tender shall be submitted by one contactor 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 www.eprocure.gov.in and www.cwc.nic.in shall not temper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- 4.0 Intending tenderers are advised to visit again www.eprocure.gov.in and www.cwc.nic.in at least 3 days prior to closing date of submission of tender for any corrigendum / amendment.
- 5.0 Applicant contractor must provide demand draft for Rs 500/- (Rupees Five hundred only) in favour of Executive Engineer, Upper Yamuna Division, CWC, New Delhi payable at New Delhi obtained from any Nationalized/ scheduled Bank with their application/downloaded tenders as the cost of tender forms/ documents. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on 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 SUBMISSION OF DOCUMENTS**
- i) Signed and scanned copy of appropriate value of valid registration certificate, experience certificates of similar works executed as per the tender notice, PAN No and Tender Acceptance Letter .
 - ii) Signed and Scanned copy of previous three years Income-tax / latest VAT Clearance Certificate, TIN No, Certificate / Affidavit of partnership firm/ Pvt. Ltd. Or Public Ltd. Company registered certificate.
 - iii) Signed and Scanned copy of audited Balance sheet of last three years.
 - iv) Signed and scanned true copy of Partnership deed as per the tender document.
 - v) Signed and scanned true copy of undertaking of not being blacklisted by any government department.

- 7.1 The following documents are to be furnished Off line in the financial bid part by the Contractor along with bid as per the tender document:
- i) Signed and scanned price schedule as per tender document.
- 7.2 The financial bid will be opened only for those bidders who qualify the eligibility criteria as per the tender document as a part of technical bid.
The bidder has to submit following documents in hard copy in a sealed envelope before last date and time of submission of Off line bid otherwise the bid will not be considered for opening:-
- i) Earnest Money Deposit in original.
 - ii) Demand Draft towards tender document cost in original.



ELIGIBILITY CONDITIONS FOR THE TENDERERS

- 1.0 They should have a Valid PAN No. (copy to be enclosed).
- 2.0 They should have a Valid Service Tax Registration No. and Valid Registration / license from Central or State Government in the same field.
- 3.0 The Firm should have a minimum experience of three years in the same field.
- 4.0 The firm should have successfully completed following works during last three years:-

- (a) **Three similar works of individual value not less than Rs. 1.05 Lakh or**
- (b) **Two works each costing not less than Rs. 1.60 Lakh or**
- (c) **One work costing not less than Rs. 2.10 Lakh.**

Also the firm should have average annual financial turnover during last three years should be more than Rs.2.60 Lakh. At least one work should have been executed for Government Departments/ Public Sector Undertaking (PSU). Similar work means “**COMPREHENSIVE ANNUAL MAINTENANCE (CAMC) FOR ATOMIC ABSORPTION SPECTROPHOTOMETER (AAS)**”

- 6.0 A performance report from the Government Department / Public under taking duly signed by the competent authority, of having successfully completed similar work mentioned at S.No. 5 above and / or satisfactory performances in works being handled.
- 7.0 An undertaking in the specified Performa that the contractor has not been blacklisted anywhere in past.
- 8.0 **Verification of Details:** Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP) reserves the right to verify the particulars furnished by the Tenderer independently. If any information furnished by the Tenderer is found to be incorrect at a later stage, his / her Earnest Money / performance guarantee shall be forfeited and he / she shall be debarred from tendering for the works of CWC in future.
- 9.0 **Agreement:** Agreement shall be drawn with the successful tenderer on prescribed Form No CPWD 7/8 (enclosed). Tenderer shall quote their rates as per terms and conditions of the said form, which shall form part of the agreement.
- 10.0 **Period of Contract:** The duration of the Contract shall be for a period for 3 years from 01.09.2019 to 31.08.2022.
- 11.0 **Visit to Work Place by Tenderer:** Tenderers are encouraged to inspect and examine the work places and its surroundings and satisfy / apprise themselves as to the nature of the work, the means of access and in general, shall obtain themselves all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender and rates, before submitting their tenders. A tenderer shall be deemed to have full knowledge of the work place whether he/ she inspects the site or not and no extra payment / compensation consequent upon any misunderstanding / miss-happening or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining all materials, tools & plants, access, facilities for his personnel and all other services required for executing the work at his / her own cost, unless it is specifically mentioned in the contract documents.
- 12.0 **Acceptance of Tender:** Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP) does not bind himself to accept the lowest or any other tender and reserves right to accept or reject any or all of the tenders received without assigning any reason. Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP) also reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the quoted rate.
- 13.0 **Tenders, in which the prescribed conditions are not fulfilled or are incomplete in**



- any respect, are liable to be rejected.**
- 14.0 **Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tender submitted by a Tenderer who resorts to canvassing is liable to rejection.**
- 15.0 The tenderer shall not be permitted to tender for the work if any of his / her near relative is posted in HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP) or other CWC offices located as an Accounts Officer / Divisional Accountant or as an Officer in any capacity from the level of Junior Engineer and above. Tenderer shall also intimate the names of persons who are presently working with him / her and are near relatives to Gazetted officers in any CWC office and Ministry of Water Resources. Any breach of this condition on the part of the tenderer would render him / her liable to be disqualified for award of work.
- 16.0 **Signing of Contract Agreement:** The successful Tenderer/Contractor on acceptance of his tender by the accepting authority of CWC shall deposit **5% of agreement cost as performance guarantee** in the form of DD/FDR/Bank guarantee issued by Nationalized Bank within 15 days from the date of issue of letter of acceptance and signed contract agreement consisting of:-
- (a) The '**Notice Inviting Tender**', all the documents including '**General Conditions & Clauses of Contract**', '**Special Terms & Conditions**', '**Scope of Work & Specifications**' and '**Drawings**', if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with all correspondence leading thereto.
 - (b) Standard CPWD Form-7/8: Item Rate Tenders & Contract for Works.

Superintending Engineer,
HOC, CWC,
285, Sector-1, Vaishali, Ghaziabad (UP)
For & on behalf of President of India



GOVERNMENT OF INDIA
Central Water Commission

STATE: Central
CIRCLE: H.O. Circle Noida
DIVISION: Hydrological Observation Circle, CWC,

ITEM RATE TENDER AND CONTRACT FOR WORKS

Tender for the work of " **COMPREHENSIVE ANNUAL MAINTENANCE (CAMC) FOR ATOMIC ABSORPTION SPECTROPHOTOMETER (AAS) IN NATIONAL RIVER WATER QUALITY LAB, KALINDI BHAWAN, NEW DELHI. FOR THE YEAR 2019-2022.**"

The Tenders to be submitted by 12:00 Noon on 18.06.2019 (Off line) to **office of the Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP)** in sealed envelope containing the tender form with the name of work and due date written on the envelope along with Tender Fees, Earnest Money, PAN No. and documentary evidence in support of his eligibility.

The tenders through www.eprocure.gov.in and www.cwc.nic.in will be opened at 15:00 Hrs. on 18.06.2019 in the presence of tenderers or their representatives who may wish to be present at their own cost in the office of the Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP).

Issued to
(Contractor)

Signature of officer issuing the documents

Designation – Superintending Engineer

Date of issue



TENDER

I/We have read and examined the notice inviting tender, Specifications applicable, Drawings, General Rules and Directions, Conditions of Contract, Clauses of contract and all other contents in the tender documents for the work.

I/We hereby tender for the execution of the work specified for the **Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP)** within the time specified in schedule of quantities and in accordance with the specifications, drawings if any and instructions in writing referred to in general rules, special rules and terms and conditions of contract.

I/We agree to keep the tender open for 90 days from the due date of submission thereof and not to make the modifications in its rates, terms and conditions etc.

A sum of Rs. 5,246.00 (Rupees five thousand two hundred forty six only) is hereby forwarded in form of DD/ Banker's cheque/ Fixed Deposit receipt (FDR) of Scheduled Bank in favour of **Executive Engineer, Upper Yamuna Division, CWC, New Delhi payable at New Delhi** as Earnest Money, if I/We, fail to commence the work specified; I/We agree that the said **Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP)** or his successors in office shall without prejudice to any other right or remedy, liberty to forfeit the said earnest money and the performance guarantee absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered upto maximum of the percentage mentioned in schedule .

Further I/We agree that in case of forfeiture of earnest money or both earnest money and performance guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Department.

Date

**Signature of Contractor
Postal Address**

**Witness
Address
Occupation**



ACCEPTANCE

The above tender (as modified by you in the letters mentioned here under) is accepted by me for and on behalf of President of India for a sum of Rs. _____ (Rupees -----)

The letters referred to below shall form part of this contract agreement.

- 1.
- 2.
- 3.

For and on behalf of President of India

Signature
Designation



SCHEDULES

SCHEDULE 'A'

Schedule of quantities (Enclosed)

SCHEDULE 'B'

N.A.

SCHEDULE 'D'

N.A.

General Conditions ,Additional Conditions, Additional Specifications, etc. Enclosed.

SCHEDULE 'E'

Reference to General Conditions of contract.

कार्य का नाम : " COMPREHENSIVE ANNUAL MAINTENANCE (CAMC) FOR ATOMIC ABSORPTION SPECTROPHOTOMETER (AAS) IN NATIONAL RIVER WATER QUALITY LAB, KALINDI BHAWAN, NEW DELHI. FOR THE YEAR 2019-2022."

Estimated Cost of work: **Rs.2,62,293/-**

(i) Earnest Money: **Rs.5,246/-**

(i) **Performance Guarantee:** 5% of tendered value.

(ii) **Security Deposit:** 5% of tendered value.

SCHEDULE 'F'

General Rules & Directions:

Officer Inviting tender

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with clauses 12.2 & 12.3.

Superintending Engineer, HOC, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP).
See below

Definitions:

2 (v) Engineer-in-charge

Superintending Engineer, HOC, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP).

2 (viii) Accepting Authority

Superintending Engineer, HOC, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP).

2 (x)	Percentage on cost of material and labour to cover all overheads and profits	N.A.
2 (xi)	Standard Schedule of Rates	
2 (xii)	Department	
9(ii)	Standard CPWD contract form	GCC-2010,CPWD Form7/8 modified & corrected

Clause 1:

(i)	Time allowed for submission of Performance guarantee from the date of issue of letter of acceptance	15 Days
(ii)	Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above	7 Days

Clause 2:

Authority for fixing compensation under clause 2	:-	Superintending Engineer, HOC, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP).
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Clause 2 A:

Whether Clause 2A shall be applicable	:-	Not Applicable
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Clause 5:

Number of days from the issue of letter of acceptance for reckoning date of start	:-	15 Days
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Mile stone(s) as per table given below:- **Not Applicable**

Table of Mile Stone (s)

Sl. No	Description of Mile Stone (Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non achievement of milestone
N/A			

Time allowed for execution of work **:-** **36 Month**

Authority to decide:

(i) Extension of time **:** **Superintending Engineer, HOC, CWC, Vaishali, Ghaziabad**

(ii) Rescheduling of mile stones : N/A

(iii) Shifting of date of start in case of delay in handing over of site : **Superintending Engineer, HOC, CWC,
House No. 285, Sector-1, Vaishali,
Ghaziabad (UP).**

Clause 6, 6A:

Clause applicable (6 or 6A) :- 6

Clause 7:

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

Clause 7A: :- N/A

Clause 10 A

List of testing equipment to be provided by the contractor at site lab.

Clause 10 B (ii)

Whether Clauses 10 B (ii) shall be applicable : No

Clause 10 C

Component of labour expressed as percent of value of work : No

Clause 10 CA

S.N.	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	Base Price of all Materials covered under clause 10 CA*
N.A.			

* Base price of all the materials covered under clause 10 CA is to be mentioned at the time of approval of NIT.

Clause 10 CC : -N. A.

Clause 11: -N.A.

Clause 12: Type of Work :- " COMPREHENSIVE ANNUAL
MAINTENANCE (CAMC) FOR
ATOMIC ABSORPTION
SPECTROPHOTOMETER (AAS)

12.2 & 12.3 Deviation limit beyond which clause :-
12.2 & 12.3 shall apply for building work **NA**

12.5 Deviation limit beyond which clause :-
12.2 & 12.3 shall apply for foundation
work.

NA

Clause 16:

Competent Authority for deciding reduced rates

:- **Superintending Engineer (HOC),
CWC, Vaishali**

Clause 18

List of mandatory, tools & plants to be
deployed by the contractor at site.

:- **As required for execution of
Work.**

Clause 25

Constitution of Dispute Redressal Committee (DRC)	Competent Authority to appoint DRC
DRC shall constitute one Chairman and two members	Chief Engineer or Additional Director General if there is no Chief Engineer

Clause 36 (i) :

Not Applicable

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.							

Assistant Engineers retired from Government services that are holding Diploma will be treated at
par with Graduate Engineers.

Clause 42 :

Not Applicable



KEY EVENTS AND DATES

1	Tender inviting authority Designation / Address	Superintending Engineer, Hydrological Observation Circle, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP) PIN-201010.
2	Mode of submission of tender	In sealed envelopes at the address given below
3	Addressee and address at which documents are to be submitted in hard copy	O/o The Superintending Engineer, Hydrological Observation Circle, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP) PIN-201010.
4	Issuance of the tender	Tender can be downloaded from 10.06.2019 to 18.06.2019 upto 12:00 Noon from www.cwc.gov.in Or www.eprocure.gov.in . Or From Superintending Engineer, Hydrological Observation Circle, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP) PIN-201010.
5	Cost of tender	Cost of the tender i.e. Rs. 500.00 is to be submitted in a sealed envelope on or before last date and time of submission of Off line 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.
6	Last date & Time for submission of Bids Off line	18/06/2019 (12:00 Noon)
7	Earnest Money Deposit amount payable	Rs. 5,246/-
8	Date, time and address of Public Off line tender Opening Event	18/06/2019 (15:00 Hrs) Superintending Engineer, Hydrological Observation Circle, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP) PIN-201010. Interested bidder or their representative not more than 1 or 2 per bidder may be present at the above address.



SPECIAL CONDITIONS OF CONTRACT

1. Scope of work:

The Scope of work covered by this contract is an integral part of the schedule and includes:

- 1.1 The above system is installed in the Research Unit, National River Water Quality Laboratory, CWC, Kalindi Bhawan, B-5, Tara Crescent, Qutab Institutional Area, New Delhi and can be inspected on any working day during 1100 hrs. to 1600 hrs. Before quoting the rates.
- 1.2 The CAMC should be cover the cost of servicing, maintenance including all software associated with AAS unit.
- 1.3 The faults should be attended with in 24 hours of the complaint.
- 1.4 Service Engineer will visit at least once in month for the routine checking & servicing of the systems.
- 1.5 Rate shall be quoted in words as well as figures inclusive of all taxes and other charges for transportation etc. Of the material to the place of work mentioned above. No other charges shall be payable for a period of three years.
- 1.6 Tender shall be addressed to Superintending Engineer, HOC, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP) PIN-201010.
- 1.7 The incomplete Tender shall be rejected.
- 1.8 The spare parts shall be genuine and as per specification.
- 1.9 The rate shall be valid up to 31.08.2022.
- 1.10 The agency/firm shall have valid Registration, TIN, PAN and service tax number.
- 1.11 The department reserves the right to terminate the contract before the expiry of the contract period without assigning any reason.

2. Terms of payment :

- 2.1 Any taxes and / or other Government levies as applicable or becoming applicable or becoming applicable later due to or under any law shall be deducted from the bill.
- 2.2 No advance payment shall be made. Payment will be made on receipt of the bill in duplicate by account through ECS/RTGS. In case the agency submits incomplete bills and/or without necessary documentary proofs, the department shall not be held responsible for any delay in making payments.

3. Period of agreement:

This agreement is initially up to 31.08.2022 from the date of start of work and can be extended further by mutual consent.

4. Jurisdiction :

All disputes or differences between the parties to this agreement, meaning of effect of this agreement of the respective rights and liabilities of the parties here to or their enforcement there under, shall be referred as per the provision of the Indian Arbitration Act and only the courts in Ghazaibad shall have jurisdiction in all matter arising out of or connected with the agreement.

5. Notices :

Any notice given by one party to other party in pursuant to this contract shall be sent in weiting by registered post or Fax confirmed in writing to the other party's address specified in this contract.

Termination of Contract.

6. The Govt. Of India shall be entitled to terminate the contract at any time by giving one month notice in writing to firm / agency.



7. Subcontracts :
The contractor shall notify the customer in writing of all subcontracts awarded under this contract and this shall not relieve any liability or obligation under the contract to the contractor.
- A) The Agency/Contractor shall carry out "Comprehensive Annual Maintenance (CAMC) For Atomic Absorption Spectrophotometer (AAS) In National River Water Quality Lab, Kalindi Bhawan, New Delhi. For The Year 2019-2022."
- 2. Penalty Clause:**
- a) If any loss to government properties/materials shall occur due to negligence of duties, it shall be responsibility of "Tenderer" and "Tenderer" shall have to pay or recovered from the bills for losses as per decision of Engineer-in-charge. The amount of losses shall be determined by department and shall be binding on the Agency. No claims of Agency in this respect shall be entertained.
- 3. Terms of payments:**
- A) Any taxes and / or other Government levies as applicable or becoming applicable later due to under any law shall be deducted from the bill.
- B) The payment will be made through ECS / RTGS after satisfactory completion of work on quarterly basis and on production of valid proof of submission / deduction of GST etc..
- C) The agency / contractor shall provide a Bank / performance Guarantee in the prescribed Perform of 5% of tendered amount. The Bank / performance Guarantee submitted by the agency / contractor shall be valid upto six months beyond the completion of work. In addition to this security deposit of 5% of tendered amount shall be deducted from the bills at the time of making payments.
- D) Payment will be made on the actual measurement basis only.
Following documents shall be enclosed with the bills:-
- i) Service Tax payment proofs.
- ii) Customer service Event Summary duly signed by office incharge of NRWQ Lab.
- E) F) The estimated cost of work has been worked out by including all taxes like services tax etc., levies, EPF, ESI etc. The rates quoted by the tenderer shall be assumed to be inclusive of all taxes etc. if they are not specially mentioned in the Schedule of quantities.
- G) Bill should be prepared and submitted by the agency in three copies to the Superintending Engineer, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP).
- 4. Withholding of Payment:** The department shall have the right to with hold payment due to the contractor under this agreement in the event of any breach of the terms and conditions of the contract. The opinion of the SE, HOC, CWC, Vaishali or his authorized representative on this aspect shall be final. No interest shall be allowed on payment with held, when released
- 5. Period of Agreement:**
- A. The contract is for a period of 3 Years from the date from 01.09.2019 to 31.08.2022, however if the Department wishes, the contract can be extended for further periods on mutually acceptable terms.
- B. **The department reserves the right to terminate the contract before the expiry of the contract period without assigning any reason.**
- 6. Jurisdiction**
All disputes or differences between the Parties to this agreement, meaning or effect of this agreement of the respective rights and liabilities of the parties here to or their enforcement there under, shall be referred as per the provision of the Indian Arbitration Act and only the courts in Delhi shall have jurisdiction in all matter arising out of or connected with the agreement.
- 7. Notice:**
Any notice given by one party to other pursuant to this contract shall be sent to the other party in witting by registered post or fax confirmed in writing to the other party's address specified in this contract.

8. Subcontracts:

The agency / contractor shall notify the customer in writing of all subcontracts awarded under this contract and this shall not relieve any; liability or obligation under the contract to the agency / contractor.

9. Assignment:

The agency / contractor shall not assign, in whole or any part, its obligations to perform under this contract, to other contractor without prior written permission of the department

A handwritten signature or mark, possibly initials, located on the right side of the page.

TECHNICAL INFORMATION AND FINANCIAL BID

Name of Work: “COMPREHENSIVE ANNUAL MAINTENANCE (CAMC) FOR ATOMIC ABSORPTION SPECTROPHOTOMETER (AAS) IN NATIONAL RIVER WATER QUALITY LAB, KALINDI BHAWAN, NEW DELHI. FOR THE YEAR 2019-2022.”

1	Name of Tendering Company/ Firm/ Agency:	
2	Full Address of Reg. Office :	
3	Telephone No.	
4	FAX No.	
5	E-Mail Address	
6	PAN / TIN No. (Attach attested copy)	
7	Service Tax Registration No. (Attach attested copy)	
8	Self attested Copy of Government or semi Government organization to which same services have been provided during last three years with period of contract may be enclosed.	
9	Agency Bank Account number and Branch name with Branch Code	
10	Amount of Earnest Money	
11	D.D. / P.O. No. & Date	
12	Drawn on Bank	

Place:

Signature of authorized person:

Date:

Name of authorized person:

Seal of Agency/Firm:

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Schedule of Quantity

Name of work :- Comprehensive Annual Maintenance (CAMS) For Atomic Absorption Spectrophotometer (AAS) In National River Water Quality Lab, Kalindi Bhawan, New Delhi. 110 066 including all hardwares, softwares and accessories.

S No	Description of work	Qty	Unit	Rate	Amount
1	Comprehensive Annual Maintenance (CAMS) For Atomic Absorption Spectrophotometer (AAS) In National River Water Quality Lab, Kalindi Bhawan, New Delhi. 110 066 including all hardwares, softwares and accessories.	1 Job	3 years (01.09.2019 to 31.08.2022)		
	Contract for a period of 3 years i.e from 01.09.2019 to 31.08.2022, including upgradation of all softwares associated with AAS unit.				
	Payment can be released on quarterly basis				
	Total Rs.				

SAY

))
GST extra at prevailing rates
(Rupees

Issuing Authority

Superintending Engineer
HOC, CWC, Vaishali, Ghaziabad

Signature of Contractor
Seal
Address

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