



भारत सरकार
Government of India
केन्द्रीय जल आयोग
Central Water Commission
जल विज्ञानीय प्रेक्षण परिमंडल
Hydrological Observation Circle
285, सैक्टर-1, वैशाली, गाज़ियाबाद
House No.-285, Sector-1, Vaishali, Ghaziabad

NO: HOC-N/NIT (Equipments)/ 11 /2019-20/2649.

Dated: 02.12.2019

निविदा दस्तावेज़ Tender Document

राष्ट्रीय नदी जल गुणवत्ता प्रयोगशाला, केन्द्रीय जल आयोग, कालिंदी भवन, नई दिल्ली के लिए उपकरणों की आपूर्ति हेतु।

For supply of equipments in National River Water Quality Laboratory, CWC, Kalindi Bhawan, New Delhi.

“दिसम्बर 2019”

प्रमाणित है कि इस निविदा दस्तावेज़ में केवल 1 से 35 पृष्ठ हैं

-sd-

अधीक्षण अभियंता Superintending Engineer

जल ही जीवन है, जल का संरक्षण कीजिये



भारत सरकार

Government of India

केन्द्रीय जल आयोग

Central Water Commission

जल विज्ञानीय प्रेक्षण परिमंडल

Hydrological Observation Circle



☎ 0120-4571224

संख्या 285, सैक्टर-1 वैशाली, गाज़ियाबाद-201010

Fax. 0120-4574224

House No.-285, Sector-1, Vaishali, Ghaziabad 201010 (UP)

NO: HOC-N/NIT(Equipments/ 11 /2019-20 / 2649.

Dated : 02.12.2019

राष्ट्रीय नदी जल गुणवत्ता प्रयोगशाला, केन्द्रीय जल आयोग, कालिंदी भवन, नई दिल्ली के लिए उपकरणों की आपूर्ति हेतु।

Supply of equipments in National River Water Quality Laboratory, CWC, Kalindi Bhawan, New Delhi

निविदा संख्या Tender No.	HOC-N/NIT (Equipments)/11/2019-20/2649, Datde:-02.12.2019
कार्य की अनुमानित लागत Estimated Cost	Rs. 2,70,000/-
धरोहर राशि Earnest Money	Rs. 5,400/-
निविदा की लागत Cost of Tender	Rs. 500/-
www.eprocure.gov.in and www.cwc.nic.in से निविदा की आधिकारिक प्रति डाउनलोड करने के लिए अंतिम तिथि Last Date for downloading official copy of tender from www.eprocure.gov.in and www.cwc.nic.in	12/12/2019 (11:00 hrs.)
टेंडर जमा करने की अंतिम तिथि Last Date & Time for online submission of Tender	12/12/2019 (11:30 hrs.)
निविदा खुलने की तिथि Date & Time of Opening of Bid	13/12/2019 (12:00 hrs.)

प्रतिलिपि सूचनार्थ प्रेषित:

1. वेतन एवं लेखाधिकारी, के०ज०आ०, आर के पुरम, सेवा भवन, नई दिल्ली।
2. सहायक अनुसंधान अधिकारी, के०ज०आ०, कालिन्दी भवन, नई दिल्ली।
3. लेखा शाखा, जल विज्ञानीय प्रेक्षण परिमंडल, के०ज०आ०, वैशाली।
4. नोटिस बोर्ड, ज०वि०प्रे०परि०, वैशाली।

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अधीक्षण अभियंता Superintending Engineer

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जल ही जीवन है

जल



जल बचत - जल संचय

का संरक्षण कीजिये

GENERAL INSTRUCTION TO BIDDERS

1.0 Bids shall be submitted offline only at **Superintending Engineer, CWC, HOC, 285, Sec-1, Vaishali, Ghaziabad (U.P.) 201010**

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 Central Public Procurement Portal (CPPP), website <https://eprocure.gov.in> and www.cwc.gov.in and shall not tamper/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 CWC website www.cwc.gov.in and CPPP website & <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / amendment

5.0 Applicant contractor must provide demand draft (DD) for Rs. 500/- (Rupees five hundred 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 **Superintending Engineer, CWC, HOC, 285, Sec-1, Vaishali, Ghaziabad (U.P.) 201010** up to the last date and time of submission of online bid otherwise the bid will not be considered for opening.

- i) Envelope 1 – Cost of tender document and Earnest Money Deposit in original.

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

NOTICE INVITING e-TENDER

Item rate tenders are invited on behalf of the President of India from the eligible experienced manufacturers, their authorized dealers / dealers, representatives, Indian representative of foreign manufacturers having sufficient experience of carrying out similar works for **Supply equipments in National River Water Quality Laboratory, HOC, CWC, Kalindi Bhawan, New Delhi**. The work is estimated to cost Rs. 2,70,000/- (Rupees Two Lakh Seventy thousand only). This estimate, however, is tentative and indicative for guidance.

1.0 Only original Indian manufacturers, their authorized dealers / 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, and Testing & Commissioning of lab related equipments. The bidder shall be required to produce proof from the appropriate authorities of having satisfactorily completed similar works during the last seven years (ending on the last day of the month previous to the one in which the tenders are invited). 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, each of value not less than 40% of the estimated cost,

Or,

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

Or,

1.3. One similar work, of value not less than 80% of the estimated cost put to tender, during the last seven years (ending on the last day of the month previous to the one in which the tenders are invited).

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

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

1.5 Signed and scanned copy of PAN Card and GSTIN.

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 supply will be **60 days** from the 15th day after the date of written orders to commence the works.
9. The site for the supply/work is available.
10. Last Date to download official copy of tenders from <https://eprocure.gov.in> and www.cwc.gov.in is 12th Dec 2019 (11:00 hrs.).
11. Last Date & Time for submission of Tender (Offline) is 12th Dec **2019 (11:30 hrs.)**.
12. Bid will be opened on 13th Dec **2019 (12:00 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. 5,400/-** 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 favor 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 **sixty 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 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.

Sd/-
Superintending Engineer,
HOC, CWC,
Vaishali Ghaziabad, U.P.

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 equipment (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 one 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) "Only such equipment 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, custom duty and other taxes etc. have to be quoted separately for each equipment. GST as applicable needs to be specified separately. 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 conditionality 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 and commissioning and any other services essential for completion of works;
- 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, House No. 285, Sector-1, Vaishali, Ghaziabad (UP) PIN-201010.
2	Mode of submission of e-tender	Online at Central Public Procurement portal i.e. www.eprocure.gov.in . EMD & tender cost shall be submitted in separate sealed envelopes at the address given below.
3	Addressee and address at which documents are to be submitted in hard copy	Superintending Engineer, Hydrological Observation Circle, CWC, House No. 285, Sector-1, Vaishali, Ghaziabad (UP) PIN-201010
4	Job requirement	Supply of Equipments in National River Water Quality Laboratory, HOC, CWC, Kalindi Bhawan, New Delhi
5	Language(s) in which items to be printed	English/Hindi
6	Validity of the Tender	60 Days
7	Time period for supply of materials	90 days from the date of issue of supply order.
9	Issuance of the tender	Tender can be downloaded from 03.12.2019 to 12.12.2019 upto 11:00 hrs from www.cwc.gov.in or www.eprocure.gov.in .
10	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 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 favor of Executive Engineer, Upper Yamuna Division, CWC, New Delhi payable at New Delhi.
11	Last date & Time for submission of Bids online	12/12/2019 (11:30hrs)
12.	Earnest Money Deposit amount payable	Rs. 5,400/-
13.	Date, time and address of Public tender Opening Event	13/12/2019 (12:00 Hrs) SE, HOC, CWC, 285, Sector-1, Vaishali, Ghaziabad (UP). Interested supplier or their representative not more than 1 or 2 per supplier may be present at the above address.

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



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

TENDER AND CONTRACT
FOR
SUPPLY OF MATERIALS
 (Central PWD. 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, HOC, CWC, Vaishali Ghaziabad (UP).
- 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, HOC, CWC Vaishali Ghaziabad 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, HOC, CWC Vaishali Ghaziabad and the contractor shall be responsible for seeing that the produces a receipt signed by the Superintending Engineer, HOC, CWC Vaishali Ghaziabad 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 favor 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 favor of the Engineer-in-charge 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 curtailed 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 livable 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, HOC, CWC Vaishali Ghaziabad (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, HOC, CWC Vaishali Ghaziabad (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 expire 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 of 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 meantime remove for use by Engineer-in-charge.

12. No material shall be brought to site or delivery on Saturday, Sunday or any other holidays without the written permission of the Engineer-in-charge.

13. This contract shall not be sublet without the written permission of the Superintending Engineer. 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.

13B. 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.

13C (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 labours 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 Superintending 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.

13G. 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 CWC, in charge 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. With out 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 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 Superintending 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 Superintending 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.

Contractor.....

Superintending Engineer

Correction Slips of P.W.D. 9 Tender Forms 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 provisions of the said conditions annexed hereto 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 said 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

C.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. 2,70,000/-
(ii) Security Deposit to be deducted from running bill including earnest money @ 5% of Accepted cost i.e. Rs.....
(iii) Performance Guarantee payable within 15 days of issue of letter of acceptance @ 5% of accepted cost i.e. Rs.

Description of materials to be supplied	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, HOC, CWC Vaishali Ghaziabad 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.

“Circle” shall mean Hydrological Observation Circle, CWC, Vaishali, Ghaziabad.

“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 as 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/ equipment 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.

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, equipment, 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, final 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) 2nd Running Bill for Balance payment (including balance 20% of supply items as withheld in 15(ii) above) shall be made after successful completion of work i.e. after successful installation, commissioning & testing and 2nd stage acceptance.
- (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 and warranty 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 equipment commissioned under the contract perform satisfactorily, an amount equivalent to 5% of total contract charges shall be pledged in form of Performance Guarantee /Bank Guarantee in favour of **EE, UYD, CWC, New Delhi**. The Performance Guarantee / bank guarantee(s)/amount so deducted shall be released on completion of warranty period of one year. 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) 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 freight, all taxes and duties levied at the country of import or in India. Only GST shall be paid extra as per prevailing rates.**

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 Fifteen (15) 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, up to a maximum deduction as 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 5% 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.

28.1 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.

29 Applicable Law

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

30 Notices

- a. 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.
- b. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- c. The contractor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
- d. 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.
- e. The Department reserves the right to terminate the contract in full or in part with one month prior notice.
- f. 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

1.1 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. physical-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 analyzed.

2.0 Scope of Work : As detailed in Schedule of Quantities, TABLE-1

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

As detailed in Schedule of Quantities, TABLE-1

- b) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- d) Training of CWC personnel on-site, in assembly, start-up, operations, maintenance and /or repair of the supplied Goods.

3.0 Specification :-As given below AND As per Schedule of quantity.

1). Bottle top dispenser

- Bottle Top Dispenser with Spring Loaded Piston
- Cleaning and Maintenance should be easy
- All parts of Dispenser should be replaced without using any tool.
- **Make- Brand (cat. No. 4720 150)**

Material of Construction

Pump Assembly	PC
Lifting Spring	Spring Steel
Dispensing Cartridge	PE/PP
Valve Block	PP
valve	PP/EPDM
Discharge Tube	FEP
Filling Tube	PP
Cap for discharge tube	Stopper Cap, PP

Operating Limits

Vapor Pressure	up to 500 mbar
Density	up to 2.2 g/cm ³
Temperature	15 to 40 °C, agar cultures up to 60 °C
Viscosity	25 ml instrument: 75 mm ² /s

2). Digital Burette of 50ml capacity

Accuracy	+/- 0.06% - Precise Titration With the error Limits of Class A
Handling	No Switching between Fill and Titrate
Functions	Should have Separate buttons for ON/OFF and Pause/Easy –grip hand Wheel action and smooth Precision gears for fast or drop wise Titration. The Drop Size approximately 30µl
Display	(a) Digital Display is Continuous with a display from 0 to 99.99 ml Option of 0.001 ml or 0.01 ml (b) Should have Micro burette Option. Switching the Titrated Volume display from 2 to 3 decimal places below 20 ml (C) Zero Reset of display by press of a button (d) Programmable auto power off from 1 – 30 minutes, with previous reading display on switching on (e) Batteries and electronic circuits are totally concealed to prevent any corrosion (f) Provision for storing the next calibration date in memory of the instrument
Operation	Smooth, Low force Operation for Sensitive, drop wise Titration
Photo Sensitive Titrations	Should have Clear/ amber-(Inspection window Provision For light-sensitive media titration.
Dispensing Tube	Should have Adjustable dispensing tube in both horizontal and vertical directions
Filling Tube	Should have Telescopic filling tube to adjust the length depending on the depth of the bottle
Safety Valve	Safety valve is built in to each and every instrument for better safety and precaution
Optional Drying Tube	Optional drying tube connection provision for hygroscopic reagents
Maintenance	Should have filling and dispensing system can be dismantled for cleaning and maintenance by the user without any change in the accuracy or calibration of the instrument.
Calibration Certificate	(a)Should Supply with Calibration certificate for each individual instrument with identification number. (b)Easy calibration facility, pictorial description provided in the manual supplied with the instrument.

3). Supply of Hot Plate

Number of stirring positions	1
Stirring quantity max. per stirring position (H2O)	20 l
Motor rating output	9 W
Direction of rotation	right
Speed display set-value	LED
Speed display actual-value	LED
Speed control	Turning knob
Speed range	2200 rpm
Setting accuracy speed	10 rpm
Stirring bar length	20 - 80 mm
Heat output	600 W
Temperature display set-value	LED
Temperature display actual-value	LED
Temperature unit	°C
Heating temperature range	Room temp. + device self-heating - 550 °C
Temperature setting range	0 - 550 °C
Heating rate heating plate	6.5 K/min
Set-up plate material	Ceramic
Set-up plate dimensions	Ø 135 mm
Sensor in medium detection (Error 5)	yes
Dimensions (W x H x D)	220 x 330 x 115 mm
Voltage	220 - 230 / 115 / 100 V
Frequency	50/60 Hz
Power input	650 W

4.0 deleted

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 equipment 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.

8.1 TRAINING

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

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.

SCHEDULE OF QUANTITIES

TABLE 1

Name of Tender: - Supply of Equipments in National River Water Quality Laboratory, CWC, Kalindi Bhawan, New Delhi.

Sl. No.	Name of Equipment	Qty	Unit	Rate (Rs.)	Amount (Rs.)
1	Supply of Bottle top dispenser with Spring Loaded Piston • Make- Brand (cat. No. 4720 150) As per specifications.	1	No		
2	Digital Burette of 50ml capacity As per specifications.	2	Nos		
3	Hot Plate As per specifications.	1	No		
	TOTAL				

CHECK LIST

S. No.	Documents	Page No. of document uploaded
1	Signed copy of PAN Card	
2	Signed copy of GST No.	
3	Signed and scanned true copy of undertaking of not being blacklisted by any government department	
4	Income Tax Return (during the previous three financial years)	
5		
6		
7		
8	Additional information , if any	

Place:

Signature of authorized person:

Date:

Name of authorized person:

Seal of Agency/Firm:



Technical Bid and Financial Bid

Technical Bid

(TABLE –A)

Name of Tender: - **Supply of Equipments in National River Water Quality Laboratory, CWC, Kalindi Bhawan, New Delhi**

Sl. No.	Name of Instrument/Equipment	Specifications offered by the bidders	Whether matching as per tender document
1			

Signature of the Bidder

Seal