



भारतसरकार

GOVERNMENT OF INDIA

जलसंसाधन, नदीविकासएवंगंगासंरक्षणमंत्रालय

Ministry of Water Resources, River Development and Ganga Rejuvenation

केंद्रीयजलआयोग

CENTRAL WATER COMMISSION

**TENDER FOR SUPPLY OF ULTRA PURE WATER PURIFICATION SYSTEM FOR
LOWER CAUVERY WATER QUALITY LAB UNDER SOUTHERN RIVERS
DIVISION, CWC, COIMBATORE**

TENDER NO: 10/SRD/CWC/2019-20/1164-66

dated:03/06/2019

COST OF TENDER DOCUMENT: Rs. 500/-

Date of opening of Tender:- 12/06/2019 @ 15.00 Hrs

JUNE - 2019

**EXECUTIVE ENGINEER
SOUTHERN RIVERS DIVISION
'SANGAMAM' GANDIMAANAGAR,
PEELAMEDU, COIMBATORE-641004**

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Government of India
Central Water Commission
Southern Rivers Division
Coimbatore

NOTICE INVITING TENDER

For and on behalf of the President of India online **Single bid system tenders** are invited by the **EXECUTIVE ENGINEER, SOUTHERN RIVERS DIVISION, CENTRAL WATER COMMISSION, "SANGAMAM", GANDHIMAANAGAR, PEELAMEDU-PO., COIMBATORE-641004** for the work prescribed below from the eligible/bonafide suppliers as per terms and conditions prescribed in the tender document.

1. **Name of work:** Supply of Ultra Pure Water Purification System for Lower Cauvery Water Quality Lab under Southern Rivers Division, CWC, Coimbatore
2. **Estimated Cost:** Rs.6,95,736
4. **Earnest Money:** Rs. 13,915/-
5. **Cost of Tender Document:** Rs 500.00

Schedule of Tender

Tender inviting authority Designation/Address	EE,SRD, CWC, Coimbatore
Mode of submission of tender	Offline mode
Addressee which EMD & documents to be submitted	Executive Engineer, Southern Rivers Division Central Water Commission, Sangamam, Gandhi Maanagar, Peelamedu, Coimbatore – 641004.
Job requirement	As per tender documents
Language(s) in which items to be Printed	English
Validity of Tender	90 days
Cost of Tender	Rs. 500/-
Last date & Time for download/submission of tender on line.	12/06/2019 up to 11.00 Hrs
EMD amount payable	Rs.13,915/-
Date, time and place of tender opening Event	12/06/2019 @ 12.00 Hrs Executive Engineer, Southern Rivers Division Central Water Commission, Sangamam, Gandhi Maanagar, Peelamedu, Coimbatore – 641004
Performance guarantee	5% of tender amount

Tender forms along with terms and conditions can be downloaded from the website <http://cwc.nic.in> from 04/06/2019 to 12/06/2019. The tender fee of Rs. 500/-for the downloaded tender document is to be deposited along with the submission of bid in the form of Demand Draft/Banker's Cheque in favour of the "Executive Engineer, Southern Rivers Division, CWC, Coimbatore" payable at Coimbatore. **Non-submission of these would result in summarily rejection of the Tender.**

-sd-

Executive Engineer
SRD, CWC, Coimbatore

Copy to:

1. The Superintending Engineer, C&SR Circle, CWC, Bangalore. for information please
2. Accounts Branch, SRD, Coimbatore
3. Notice Board

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Executive Engineer

Chapter 1

Instructions to Bidders

1. General Conditions

1.0 Not more than one tender shall be submitted by one supplier or suppliers having a business relationship. Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

2.0 Applicant contractor must provide demand draft for Rs 500/- (Rupees Five hundred) in favour of Executive Engineer, Southern Rivers Division, CWC, Coimbatore obtained from any Nationalized/scheduled Bank with their application/downloaded tenders as the cost of tender forms/ documents. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on the department. In the case of re-tendering, the firms which have submitted the DD in earlier calls will require to submit DD along with their tender/application in subsequent calls also. Tender not accompanied with the cost of tender document is liable to be rejected.

3.0 Bids will be opened as per date/time as mentioned in the Tender document.

4.0 Before submitting the tender the tenderer must ensure that he/she has understood the exact requirement of the Purchaser. In the case of any discrepancy or ambiguity felt by the tenderer in the scope of work and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing by the tenderer and in turn get that clarified from the purchaser in writing at least three days before the last date of tender submission. In the case of no such clarification required by the tenderer, it will be construed that all the requirements of the purchaser are understood by the tenderer. No communications will be entertained in this regard at any stage of work after the opening of the Tenders.

5.0 No tenderer will be allowed to amend or withdraw any terms & conditions/parts or whole /quoted prices of its tender under any circumstances after the deadline for submission of the tender.

6.0 The Purchaser has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.

7.0 Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works/purchases.

8.0 The tenderers are expected to understand the forms, terms, specifications and other details mentioned in the tender document.

9.0 Each tenderer is entitled to submit only one set of tender. The tender document is non-transferable.

10.0 At any time prior to the deadline for submission of tenders, the Purchaser, for any reason, whether at its own initiative may modify the scope of work or any condition of the tendering documents by amendments.

11.0 The tenderers must quote the rates keeping in mind all the terms and conditions mentioned in this document.

12.0 The valid means of communications for this tender shall be in writing a letter through e-mail or fax followed in original by speed/registered post.

13.0 The Director(s)/Owners of the tendering firms having near relative working at the Gazetted rank post in CWC are debarred from tendering. Any breach of this condition would result in the blacklisting in all future works by Central water Commission.

14.0 The tendering firm may ensure that it has no engineer of Gazetted rank, earlier employed in CWC [who has not completed two years after his retirement or leaving of services], and is on its Board of Directors. Such Firms are debarred from participating in tendering, without the prior permission of the Chairman CWC. Such tender is liable to be rejected at any stage of work.

15.0 It is suggested that the tenderers may acquaint themselves with the requirements before submitting the tender.

16.0 No deviation in the payment terms mentioned in the tender document is permissible. The tenderer shall be deemed to agree with the payment terms mentioned in the tender document for submission of the bid.

17.0 The words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively. The term "contractor" has been used interchangeably with "supplier".

2. Eligibility Criteria for the Tenderers:

- a) Should be a authorized dealer/ distributor of such item (**copy dealership / distributor may be appended**)
- b) Should be a Government registered Firm/Agency.
- c) The average turnover of firm in last three years should be Rs 10 lakhs and should not have incurred any loss for more than 1 year. In this context, the audited balance sheet may be appended.
- d) No Engineer of gazetted rank or other gazetted officer employed in Engineering or administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees

found any time to be such person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

- f) The tenderer shall have a valid TIN/ GST number.
- g) The tenderer shall have a valid PAN number.

3. SUBMISSION OF DOCUMENTS

A. The following documents are to be furnished by the Supplier as per the tender document:

- 1. Signed copy of PAN/GST number of the tenderer.

2. Signed true copy of undertaking by the tenderer on his letter head of not being blacklisted by any government department.
3. ITRs of last 03 (three) years.

B. The following documents are to be furnished by the Contractor along with bid as per the tender document:

- i) Signed price schedule as per the tender document.

4. PERIOD OF VALIDITY OF TENDERS :

Tenders shall remain valid for 90 days after the date of tender opening. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided shall also be suitably extended. The Tenderer may refuse the request without forfeiting its EMD.

5. TENDER SECURITY AND PERFORMANCE GUARANTEE:

Earnest Money Deposit (EMD):-

EMD of Rs.13,915/- shall be deposited in the form of Crossed Demand Draft in favour of Executive Engineer, Southern Rivers Division, CWC, Coimbatore or in the form of a Bank Guarantee from a scheduled bank as per Proforma given in Chapter 6. In case the EMD is submitted in the form of the Bank Guarantee it shall remain valid up to 45 days beyond the final tender validity period. The tenders unaccompanied by the Tender Security / EMD will be rejected summarily. The EMD shall be submitted as per the format is given in Chapter 6 form 1.

The EMD will be forfeited if:

- a. If a tenderer withdraws its tender during the period of tender validity specified by the tenderer; or
- b. in the case of a successful tenderer, if the tenderer fails to produce either of the two with the final bill:
 - (i) A certificate from Original Equipment Manufacturer/authorized dealer that it will provide back to back support and honour the warranty obligations of the equipment supplied by the supplier.
or
 - (ii) A certificate of authorized dealership

Refund of EMD

EMD furnished by all unsuccessful tenderers will be returned to them without any interest whatsoever, at the earliest after the issue of Letter of Acceptance /Supply order.

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

Security deposit of 2.5% will be deducted from the bill and it will be refunded after the completion of warranty period of instruments.

Security Deposit/Performance Guarantee

The successful bidder shall furnish an amount equivalent to 5% of the tendered value as Performance Guarantee in the form of cash (in case guarantee amount is less than Rs. 10000/-) /Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/ Government Securities / Fixed Deposit Receipts/Bank Guarantee of any scheduled bank in favour of **Executive Engineer, SRD,**

Central Water Commission payable at **COIMBATORE** within 7 days of issue of the letter of acceptance. In case the successful bidder fails to deposit the Security Deposit/Performance Guarantee within the stipulated 12 days (7 (time allowed) + 5 (maximum extension on written request) of the communication accepting the bid, the EMD shall be forfeited to **Executive Engineer, SRD, Central Water Commission**.

Further a sum @ **2.5%** of the gross amount of the bill shall be deducted from each running bill **as well as final bill** of the contractor as security deposit and the earnest money that is deposited at the time of tender, (if not returned to the successful bidder) can be adjusted against the security deposit. Earnest money shall be adjusted first in the Security Deposit and further recovery of security deposit shall commence only when up to date amount of security deposit starts exceeding the earnest money. The security deposit will be released after the completion of warranty period of instruments.

Chapter 2. Conditions of Contract

Definitions & Interpretations

Goods mean the **Water Quality Instruments** and other items to be provided at the purchaser's facility under the contract.

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

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

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

Purchaser: The President of India through the *EXECUTIVE ENGINEER, SOUTHERN RIVERS DIVISION, CENTRAL WATER COMMISSION, "SANGAMAM", GANDHIMAANAGAR, PEELAMEDU-PO., COIMBATORE-641004.*

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

The Execution Period is the period during which the Contractor is liable to provide goods without any additional cost to the purchaser.

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

Interpretations

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

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

Supplier's responsibilities and Obligations

a. The Contractor is responsible for conducting all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.

b. The Contractor is obliged to work closely with the Purchaser and abide by directives that are consistent with the terms of the Contract.

Purchaser's responsibilities

a. The purchaser will ensure the accuracy of all information.

b. The purchaser will ensure the availability of sites for supply of Instruments.

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

Duration of contract

The period of operation of the contract shall be till the supply of goods(i.e 1 month) to the satisfaction of the purchaser.

Programme of work

- a. Immediately after the signing of the contract, the Contractor shall make necessary arrangements for the supply of goods to the premises of the purchaser as identified in Chapter 3, Schedule A. (i.e. O/o EE, SRD, CWC, COimbatore)
- b. The time allowed for carrying out the supply will be 1 month from the date of supply order in accordance with the phasing, if any, indicated in the tender documents.

Specification

All goods to be supplied must be new and of best quality. Specification of most of the goods to be supplied has been mentioned in Chapter 4. In case of goods whose specification has not been given should be of ISI standard. However Engineer-in-charge can reject any or all goods if he thinks the goods supplied is/are of interior quality.

Confidentiality

- a. The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- b. Any document, other than the Contract itself, shall remain the property of the Purchaser and all copies thereof shall be returned to the Purchaser on termination of the Contract.
- c. The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in this document except for purpose of performing the Contract.
- d. The Purchaser shall not, without the Contractor's prior written consent, disclose any documents, data or other information furnished by the Contractor in connection with the Contract, and clearly identified in advance by the Contractor as being confidential, to parties not directly involved in the project(s) covered by the Contract.

Other Conditions of Contract:

- a. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India.
- b. The quantity shown in tender document is approximate and this quantity may increase or decrease as per the requirements without any change in unit price or other terms and conditions.

- c. The contractor should conduct a demonstration if required at the site where the equipment shall be supplied at time and date decided by Executive Engineer, SRD, CWC, Coimbatore.
- d. The net rate quoted per item/unit of goods shall be for CIP, destination, which should include all taxes, insurance, freight charges, etc. while quoting a rate, this point should be kept in mind.
- e. Goods to be supplied should be of good quality and as per technical specifications.
- f. The bidder shall carefully study and understand all the bid specifications, commercial, technical and general conditions.
- g. Incomplete tenders/tenders without specified EMD shall be rejected.
- h. Any correction or error, the tender should be duly authenticated by the person Signing the tender, overwriting should be avoided.
- i. Any kind of canvassing in regard of the offered stores after submitting tender will be treated as disqualification.
- j. The materials should be supplied as per Govt. rules & regulations.
- k. The competent authority on behalf of President of India does not bind itself to accept the lowest or any tender and reserves its right to reject or postponed any or all of the tenders received without the assignment of any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- l. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- m. The Agencies shall submit the documents for supplying similar Instruments to any Government agencies.
- n. **The purchaser reserves the right to reject any tender on the basis of inferior quality.**
- o. **The undersigned reserve the right to break the supply order as part of item rate contract, and allowed to give supply order for the part of the material for the lowest quoted amount.**

Penalty:

In case the supplier is unable to supply the goods in time or not as per specification on quality, the performance guarantee will be forfeited.

Warranty :

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

OEM

A certificate from Original Equipment Manufacturer/authorized dealer that it will provide back to back support and honour the warranty obligations of the equipment supplied by the supplier.

The supplier should get a certificate from Original Equipment Manufacturer that if the supplier does not provide the satisfactory support services during the AMC period the OEM will maintain the equipment with the same price quoted by the vendor.

TRAINING

Training shall be imparted to our staff at the time of installation.

Force Majeure

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

Contract Price

Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account and shall be inclusive of all taxes, duties, octroi, transportation charges etc,. The transportation of goods is the responsibility of the tenderer. No extra charges are payable on this account. The prices should be given as per the format given in price schedule.

Terms of Payment

- a. The payment shall be made on supply of all goods at the purchaser's premises to the satisfaction of the purchaser and as per the terms and conditions of the contract.
- b. The payment shall be made after necessary installation and training for operation of the instrument has been provided by the supplier at a place specified by the Executive Engineer which may or may not be the place of supply of the instrument.
- c. After supply, the materials the pre-receipted bill (In duplicate) with Bank Account Detail may be submitted by the contractor to the department.
- d. The payment shall be made partly as per the availability of funds and full payment will be made not later than October 2019 through e-Payment.

Taxes and Duties

All the existing and new taxes, levies, custom and other charges levied on the goods and services rendered by the Contractor shall be borne by the Contractor only within the quoted rates except GST which shall be paid by contractors. Later on the GST shall be reimbursed on production of GST paid Receipt.

Advances

No advance payment is payable under this contract.

Termination of Contract

a. For Purchaser's convenience

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

b. For Contractor's Default

I. The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract

- i.* If the Contractor becomes bankrupt or insolvent;
- ii.* If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract;
- iii.* If the Contractor neglects its obligations under this contract; *iv.* If the contractor has furnished any false document.

II. The Purchaser may without prejudice to any other right issue a notice of termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the Contractor to carry out a specified work may be sufficient grounds for termination of the contract by the purchaser.

c. Termination by Contractor

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

- i) The Contractor is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.

Liquidated Damages

a. ***Penalty for faulty goods:*** the purchaser has the right to return back any goods which are not as per the specifications and the same has to be replaced by the supplier failing which the entire performance guarantee will be forfeited.

b. Notwithstanding the provisions of tender document, the Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or another failure to perform its obligations under the Contract is the result of an event of Force Majeure.

Notices

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered post or speed post.

Chapter 3

Schedules of Requirement

SCHEDULES

Schedule 'A'	Schedule of Quantities (Enclosed)
Schedule 'B'	Not applicable
Schedule 'C'	Not applicable
Schedule 'D'	Not applicable
Schedule 'E'	Not applicable
Schedule 'F'	Reference to General Conditions of contract

Definitions:

Clause 2	
Authority for Fixing of Compensation under clause 2	SE, CSRC CWC, Bangalore
2 (v) Engineer-in-charge	Executive Engineer, SRD, CWC, Coimbatore,
2(x) Percentage of cost of labour to cover all overheads	Nil
2(xi) Standard Schedule of Rates	Not applicable
2(xii) Department	Central Water Commission
9(ii) Standard CPWD Contract	Contract Form as given in Chapter 6
Clause I	
(i) Time allowed for submission of Performance Guarantee from the date of issue of letter	7 days
(ii) Maximum allowable extension beyond the period (provided in (i) above.	5 days
Clause 2A	
Whether Clause 2A shall be applicable	No
Clause 5	
Number of days from date of issue of letter of acceptance for reckoning date of start	Nil
Clause 6 or 6A	
Clause applicable (6 or 6A)	6A

Clause 7	
Gross work to be done together with net payment / adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment	Not Applicable

Clause 11	
Specifications to be followed for execution of work	As per specification mentioned in Tender Document
Clause 16	
Competent authority for deciding the reduced rate	Not applicable
Clause 36	Not applicable
Clause 42	Not applicable

Chapter -4

Specifications and allied Technical Details

Specifications of the equipment to be supplied under this contract are as under:

1. Water Purification System, Merck – Millipore make or equivalent, Model Direct Q3

Ultrapure (Type I) Product Water Quality*	Direct – Q R System
Resistivity	18.2 MΩ cm @ 2.5 ° C
Production flow rate Direct – Q 3 R	3 l/h @ 25° C +/- 15%
Instant flow rate (with application pak final filter)	➤ 0.51/min
TOC (w/o 185/254 nm UV lamp)	< 10 ppb
TOC (with 185/254 nm UV Lamp)	< 5 ppb
Particulars (size > 0.22 µm)**	< 1 particulate/ml
Bacteria**	< 0.1 cfu/ml

* In regular operating conditions

**With Millipore Express 20 (0.22 µm) membrane filter

Pure (Type III) product water quality*	
Ionic Rejection	> 96%
Organic rejection for MW> 200	> 99%
Bacteria and particulates	>99%
*In regular operating conditions	

System Information	
Dimensions (HxWxD)	54x29x38 cm (21.3x11.4x15 inches)
Net weight (Direct QR 3 system with 185/254 nm UV Lamp)	8.6 kg (19.0 lb)
Operating weight (Direct QR 3 system with 185/254 nm UV Lamp)	18.2 kg (40.1 lb)
Net weight (Remote dispenser)	2.15 kg(4.8 lb)
Operating weight (Remote dispenser)	2.68 kg 5.91 lb)
Built in reservoir volume	6 l
Electrical feed voltage	100-250 V+/- 10%
Electrical feed frequency	50-60 Hz +/- 10 %
Tap feed water connection	½" Gaz M
Tap feed water pressure	05. to 6 bar
With UV 185/254 nm	
With Remote dispenser	
With Built in 6 l reservoir	

Chapter 5
Schedule of Quantities
Supply of Ultra Pure Water Purification System for Lower Cauvery Water Quality
Lab under Southern Rivers Division, CWC, Coimbatore

S.No.	Description of Item	Qty	Rate	Unit	Amount in Rs.	Amount in words
1.	Water Purification System, Merck-Millipore make/ equivalent, Model Direct Q-3 (Specification as per Chapter 4	1		Each		
2.	Buy back of old water purification system – Model Elix 5	1		Each		
3.	GST @					
	Total					

In words

Signature of the Bidder

Seal

Notes:

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

Chapter 6

Proforma For Bank Guarantee & Tender Acceptance

Form 1 MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas
(hereinafter called the "tenderer")
has submitted their offer dated..... for the supply of
.....
(hereinafter called the "tender")
against the purchaser's tender enquiry No.

KNOW ALL MEN by these presents that WE of
..... having our registered office at
..... are bound unto
(hereinafter called the "Purchaser")

in the sum of..... for which payment will
and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these
presents. Sealed with the Common Seal of the said Bank this..... day of 20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

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

.....
.....
Name and designation of the officer

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

Form of Performance guarantee / Bank guarantee bond

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

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees..... Only) on demand by the Government.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineerin- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.

..... (Rupees)

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

Dated theday offor.....

(Indicate the name of the Bank)

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

Date:

To
The
Executive Engineer
Southern Rivers Division,
Central Water Commission,
Coimbatore – 641 004

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference *TENDER NO:*

dated:- .

Name of Tender / Work: - Supply of Ultra Pure Water Purification System for Lower Cauvery Water Quality Lab under Southern Rivers Division, CWC, Coimbatore

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____
_____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the tender document of above mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your Division/ organization, if any, too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your Division/ organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Chapter 8

Proforma For Contract Agreement

CONTRACT/AGREEMENT FORM

This Contract made in the _____ day of _____
between the President of India acting through **The Executive Engineer, Southern Rivers Division, Central water commission, Coimbatore, Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India** (hereinafter called "the Employer ") and **M/s.....**
(hereinafter called "the Contractor " of the other party)

WHEREAS the Employer is desirous that the Contractor executes the work of Supply of Ultra Pure Water Purification System for Lower Cauvery Water Quality Lab under Southern Rivers Division, CWC, Coimbatore (hereinafter called "the Works") in response to **NIT No.10/SRD/CWC/2019-20** and the Employer has accepted the Bid by the Contractor for the above said work **at a contract price of Rs.....**

I/We have read and examined the Notice Inviting Tender, schedule 'A' to 'F' , specifications applicable, drawings and designs, general rules and directions, conditions of contract, clauses of contract and rules referred to in the conditions of contract and all other contents in the tender document for the work

I/We hereby tender for the execution of the work specified for the President of India within the time specified in schedule 'F', viz. Schedule of quantities.

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 to whom I/We may authorise to communicate the same or use the information in any manner Prejudicial to the safety of the state.

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

1. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer for Supply of Ultra Pure Water Purification System for Lower Cauvery Water Quality Lab under Southern Rivers Division, CWC, Coimbatore in conformity in all aspects with the provisions of the contract.
2. The Employer hereby covenants to pay the Contractor in consideration Supply of Ultra Pure Water Purification System for Lower Cauvery Water Quality Lab under Southern Rivers Division, CWC, Coimbatore, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
3. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
 - a) Notice of Invitation to Bids
 - b) Terms and condition of the contract
 - c) Letter of Acceptance
 - d) Issue of notice to proceed with works
 - e) Agreement form
 - f) Schedule of work.

IN WITNESS WHEREOF the Parties have caused this Contract to be executed the day and year first before written.
Binding signature of Employer Signed by _____
(For and on behalf of the President of India)

Binding signature of Contractor Signed by _____
(For and on behalf of _____ duly authorized vide Resolution
No _____ dated _____ of the Board of Directors of _____)

In the presence of (Witnesses)

(1)

(2)

KEY EVENTS AND DATES

1	Tender inviting authority Designation / Address	Executive Engineer, Southern Rivers Division, Central Water Commission, Gandhimaanagar, Sangamam Peelmedu, Coimbatore-641004
2	Mode of submission of tender	Offline Tender
3	Addressee and address at which documents are to be submitted in hard copy	Executive Engineer, Southern Rivers Division, Central Water Commission, Gandhimaanagar, Sangamam Peelmedu, Coimbatore-641004
4	Job requirement	Supply of Ultra Pure Water Purification System for Lower Cauvery Water Quality Lab under Southern Rivers Division, CWC, Coimbatore
6	Validity of the Tender	90 Days
7	Issuance of the tender	Tender can be downloaded from 04/06/2019 to 12/06/2019 from the website www.cwc.gov.in .
8	Cost of tender	Cost of the tender i.e. Rs. 500.00 is to be submitted along with the tender document in the form of Demand Draft / Banker's Cheque drawn on any Scheduled Bank in favour of Executive Engineer, Southern Rivers Division payable at Coimbatore
9	Last date & Time for submission of Bids	12/06/2019 (11.00 Hrs)
10	Earnest Money Deposit amount payable	Rs.13,915/-
11	Date, time and place of tender Opening	Opening of Bid shall commence at 12.00 hours on 12/06/2019, Interested bidder or their representative not more than 1 or 2 per bidder may be present in SRD, CWC, Coimbatore-641004
12	Performance guarantee	The successful bidders will have to deposit an amount equal to 5% of the tendered /accepted value of the work.