



भारतसरकार
GOVERNMENT OF INDIA
जलसंसाधन, नदीविकासएवंगंगासंरक्षणमंत्रालय
Ministry of Water Resources, River Development and Ganga Rejuvenation
केंद्रीयजलआयोग
CENTRAL WATER COMMISSION

**TENDER FOR REPAIRING OF VARIAN MAKE GRAPHITE FURNACE ASSEMBLY
(MODEL: GTA 110) IN LOWER CAUVERY WATER QUALITY LAB UNDER
SOUTHERN RIVERS DIVISION, CWC, COIMBATORE**

TENDER NO: 11/SRD/CWC/2019-20/1419-21

dated:24/06/2019

COST OF TENDER DOCUMENT: Rs. 500/-

Date of opening of -Tender:- 06/07/2019 @ 15.30 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 E-TENDER

For and on behalf of the President of India **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:** Repairing of Varian make Graphite Furnace Assembly (Model: GTA 110) in Lower Cauvery Water Quality Lab under Southern Rivers Division, CWC, Coimbatore
2. **Estimated Cost:** Rs. 96,760/-
4. **Earnest Money:** Rs.1,935/-
5. **Cost of Tender Document:** Rs 500.00

Schedule of e- Tender

| | |
|--|--|
| Tender inviting authority Designation/Address | EE,SRD, CWC, Coimbatore |
| Mode of submission of e-tender | Offline |
| Addressee which tender 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 submission of tender | 06/07/2019 up to 15.00 Hrs |
| EMD amount payable | Rs.1,935/- |
| Date, time and place of private Online tender opening Event | 06/07/2019 @ 15.30 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 25/06/2019 to 06/07/2019. 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

-sd-

Executive Engineer

Chapter 1

Instructions to Bidders

1. General Conditions

1.0 Not more than one tender shall be submitted by one tenderer or tenderer 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 mentioned.

4.0 Before submitting the tender the tenderer must ensure that it has understood the exact requirement. 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 undersigned 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 competent authority on behalf of President of India, 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.

2. Eligibility Criteria for the Tenderers:

- a) Should be a authorized dealer of maintenance of such item .
- b) 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.
- c) 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 GST number.
- g) The tenderer shall have a valid PAN number.

h) The Agency should have 2 years experience of similar works.

i) An undertaking that the firm has not been blacklisted anywhere in past must be furnished.

3. SUBMISSION OF DOCUMENTS

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

1. Signed and scanned copy of PAN/GST number of the tenderer.
2. Signed and scanned true copy of undertaking by the tenderer on his letter head of not being blacklisted by any government department.
3. ITRs of last 02 (two) 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.1,935/- 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 Performa 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;

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 /work 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 6 months from the completion of work.

Chapter 2. Conditions of Contract

Eligibility Criteria of Bidder :

This invitation to bid is open to any bidder meeting the following requirements :

- a) Copies of IT return and Balance Sheet of last two years.
- b) Should have valid GST Registration number and PAN number.
- c) The Agency should have 2 years experience of similar works.
- d) An undertaking that the firm has not been blacklisted anywhere in past must be furnished.

The firm should submit documentary proof / evidence to substantiate the eligibility criteria given at a, b , c & d above along with bid. **Non-submission of these would result in summarily rejection of the Tender.**

2. One Bid per Bidder :

Each bidder shall submit only one bid either by himself or as a partner in a joint venture. Bidder who submits or participates in more than one bid will be disqualified.

3 Amendment of Bidding Document:

At any time prior to the deadline for submission of bids, the Employer may amend bidding documents by issuing addendum. Any addendum thus issued, shall be part of the bidding document and shall be communicated in writing to all bidders of the bidding document. To give prospective bidders, reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

4. Language of the Bid

All documents relating to the bid shall be in the English language. However, the documentary proofs such as registration certificate etc. can be in English or local language.

5. Bid Security /EMD

The bidder shall furnish as part of its bid an EMD of Rs.1935/- (Rupees One Thousand Nine Hundred Thirty Five Only) in the form of DD/Banker's Cheque of any scheduled bank/cash. The EMD may be forfeited in the following cases:

- i) If a bidder withdraws its bid during the period of bid validity specified in the terms and condition of the contract.

- ii) If a bidder does not accept the correction of errors, (i.e. if there is a discrepancy between unit cost and total cost then unit cost will prevail. If there is a difference between words and figures the amount in words will prevail)
- iii) If a successful bidder fails to sign the contract or fails to submit the performance guarantee within the stipulated time given in the terms and conditions of the contract.

Tenders not accompanied by EMD shall be liable for rejection. Tenderer exempted from depositing earnest money in individual cases, shall attach with the tender a signed copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so.

THE EARNEST MONEY WILL BE RETURNED WITHOUT ANY INTEREST TO THE UNSUCCESSFUL BIDDERS AFTER THE FINALIZATION OF THE ORDER WITH THE SUCCESSFUL BIDDER. The earnest money shall be returned to the successful bidder after the performance guarantee equivalent to 5% of the tendered value in Indian rupees has been furnished.

6. 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 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 the up to date amount of security deposit starts exceeding the earnest money. The security deposit will be released after 6 months from the date of issue of work completion certificate.

7.Bid Prices:

- a) The bid shall be for the full quantity as described in the schedule of work, corrections, if any, shall be made by crossing out, initialing, dating and re writing.

- b) The rates quoted by the tenderer shall remain fixed for the duration of the contract and shall not be subject to adjustment on any account.
- c) No additional charges will be paid over and above the quoted rates of the Agency and the department shall also not pay any extra amount on any account during the contract period.
- d) The rates shall be quoted in Indian Rupee only.
- e) GST rate shall be mentioned separately.

8. Bid Validity:

Bid shall remain valid for the period of 90 days from the date of opening of bid. In exceptional circumstances prior of the original bid validity period, the employer may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. During the validity period, the successful bidder shall not be allowed to withdraw, in case of withdrawal the EMD shall be forfeited to **Executive Engineer, SRD, Central Water Commission** absolutely and no claims shall be admitted in this regard. Such bidder shall not be allowed to participate in the retender process.

9. Corrupt and fraudulent practices

It is expected that Bidders under this contract observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the employer;

- (a) Defines for purpose of these provisions, the terms set forth below as follows:-
 - (i) 'Corrupt practice' means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the contract execution, and
 - (ii) 'Fraudulent practice' means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive the employer of the benefits of free and open competition.
- b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for contract in question.

10. Clarification of Bidding Documents

To assist in the examination, evaluation and comparison of bids, the Employer may at its discretion, ask any bidder for clarification of its bid,. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought

or offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids.

11. Examination of Bids and Determination of Responsiveness :

A substantially responsive bid is one that confirms to all the terms and conditions of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the work and which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract, or whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal and the non-confirming deviations or reservations.

12. Award criteria

The employer shall award the contract to the Bidder whose Bid has been found to be substantially responsive and who has offered the lowest evaluated Bid Price.

13. Notification of Award.

The bidder whose bid has been accepted will be notified of the award by the employer prior to expiry of the Bid validity period. This letter of acceptance will state the sum that the employer will pay the contractor in consideration of the execution of the works by the contractor.

14. Dispute Resolution Mechanism :

Any disputes arising on the contract will be referred to SE, C&SRC, CWC, Bengaluru and the decision of SE, C&SRC, CWC, Bengaluru will be final and binding to the bidder.

15. Signing of Contract:

The successful bidder, on acceptance of his bid by the Accepting Authority, shall, within 7 days from the stipulated date of start of the work, sign and execute the Contract in the contract/agreement form.

16. Changes in Contractor's organization to be approved:

Where the contractor is a partnership firm, the previous approval in writing of the Employer shall be obtained before any change is made in the constitution of the firm. If prior approval from the employer is not obtained action may be taken against the contractor as per relevant rules in force.

17. Payment Terms:

The payment will be released to the agency by the Executive Engineer after obtaining the Running/ /Final Bill in duplicate. The Final Bill should be enclosed along with the completion certificate of work done, countersigned by the concerned Assistant Research Officer. The payment will be made on the basis of the actual measurement.

18. Labour Laws to be Complied:

The contractor shall comply with the provisions of the relevant central and state labour laws.

19. Termination of Contract:

Without prejudice to any of the rights or remedies under this contract if the Contractor dies, the Executive Engineer on behalf of the President of India shall have the option of terminating the contract without compensation to the Contractor.

20. Materials:

- All the material required for the work is to be procured in advance by the tenderer only. The Executive Engineer will not entertain any request of the tenderer in this regard for the delay in completion of work due to non-availability of any materials.
- The contractor shall bear all incidental charges for cartage, storage and safe custody of the materials

22. Time schedule:

- The entire work shall be completed within 45 days from the date of work started, in all respects. The work shall not be considered as complete until the Assistant Research Officer has certified virtual completion in writing. The defects liability period shall commence from the date of such certificate.

23. Suspension of Work:

The contractor may be granted extension of time with the approval of the Superintending Engineer for the works delayed due to heavy rains, natural calamities etc. The contractor shall not be entitled to any compensation on account of such delay.

24. Penalty:

For any delay in completion of the work other than by reason of any exceptionally inclement weather, a penalty as decided by Superintending Engineer, CSRC, CWC, Bangalore.

25. Safety Measures:

- 1) In respect of all labour directly or indirectly employed in the work for the performance of the contractors part of this agreement, the contractor shall at his own expense arrange for the safety provisions as per DAE safety code framed from time to time and shall at his own expense provide for all facilities in connection therewith.
- 2) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.
- 3) The contractor shall be responsible for the safety of the persons employed by him on the works and shall report serious accidents to any of them.

26. Other terms and conditions:

1. The contract shall not employ the worker below the age of 18 years on the work. All necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work. The Department will not be responsible for any injury sustained to the Agency workers during the performance of their duties and also for any damage or compensation due to any dispute between the Agency and its workers. Any expenditure incurred by the department to face the situation arising out of act of his workers will be made good by the agency. The Agency will be responsible for the payment of compensation.
2. The Agency should register themselves in the Labour enforcement Departments and should deal with the Labour Department directly and shall meet all the requirements of Central Labour (Regulation and Abolition) ct, 1970, contract Labour (Regulation and Abolition) Central Rules 1971 and child Labour

(Prohibition and Regulation) Act, 1986. Nothing extra will be paid on this account.

3. In case it is noticed by the Executive Engineer or his representative that the work carried out by the Agency is not up to the mark / required standard, 2 days written notice will be given to the Agency, warning the inefficient state of work and asking Agency to improve upon the performance of work with in this period. In the event of the department finding that there is no improvement and the work is not being carried out as per instructions, the contract shall be terminated by giving 24 hours notice.
4. The agency shall provide their officers and other inspecting staff for visit the office premises periodically. No claim should be entertained for rendering such services
5. The undersigned reserves the right to accept/reject all or any of the tender without assigning any reasons
6. The performance guarantee will be forfeited in case termination of the contract by the Department due to lapse on the part of contractor/Agency.
7. The department shall have no involvement in claim submitted by staff for permanent absorption in the Department on the plea of working / engaged on Government duty.

Chapter 3

Schedules of Requirement

SCHEDULES

SCHEDULE 'A' - Schedule of quantities (Enclosed at Annexure I)

SCHEDULE 'B' - Not applicable

SCHEDULE 'C' - Not applicable

SCHEDULE 'D' - NA

SCHEDULE 'E' - Reference to general conditions of contract

SCHEDULE 'F' - Applicable

1. Name of Work: – Repairing of Varian make Graphite Furnace Assembly (Model: GTA 110)
in Lower Cauvery Water Quality Lab under Southern Rivers Division, CWC, Coimbatore

Estimated cost of work: Rs.96,760/-
Earnest Money: Rs.1,935/-
Performance Guarantee 5% of tendered value
Security Deposit: 2.5% of bill amount

Officer Inviting Tender: Executive Engineer, Southern Rivers Division, CWC,
Sangamam, Peelamedu, Coimbatore-641004

Definitions:

Engineer-in-Charge: Executive Engineer,
Southern Rivers Division
Central Water Commission,

Accepting Authority: Superintending Engineer,
CSRC, CWC
Bangalore.

Percentage on cost of materials and
labour to cover all overheads and profits. NA

Standard scheduled of rates : NA

Department : Central Water Commission

Clause-1

Time allowed for submission of Performance Guarantee : 7 days
from the date of issue of letter of acceptance

Maximum allowable extension beyond the period above : 5 days
(with a written request)

Clause 2 Authority for fixing
Compensation under clause 2 : Superintending Engineer, Cauvery & Southern
Rivers Circle, Bengaluru

Clause 5 Time allowed for execution of : **45 days**
work. Authority to give fair and
reasonable extension of time for
completion of the work. Executive Engineer,
Southern Rivers Division, Coimbatore

Clause 7 Gross work to be done :
together with net payment/adjustment
advances for materials 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. NA.

Clause 12:

12.2 & 12.3: Deviation Limit beyond which clauses
12.2 & 12.3 shall apply for building work
12.5: Deviation Limit beyond which clauses
12.2 & 12.3 shall apply for Foundation work
As per Rules

Clause 16 Competent authority for
deciding reduced rates. Superintending Engineer,
Southern Rivers Division,
Coimbatore, CWC

CHAPTER - 4
SCHEDULE 'A':- SCHEDULE OF QUANTITIES
Repairing of Varian make Graphite Furnace Assembly (Model: GTA 110) in
Lower Cauvery Water Quality Lab under Southern Rivers Division, CWC,
Coimbatore

| S.No. | Description | Qty | Rate | Unit | Amount in Rs. |
|-------|--|-----|------|------|---------------|
| 1. | Material expenses for repairing the Control Board | | | | |
| a) | Replacement of Logic Array Section Components | 1 | | Job | |
| b) | Replacement of A/D Section Components | 1 | | Job | |
| 2. | Service charge towards Repairs / Commissioning | 1 | | Job | |
| | Total | | | | |
| | GST | | | | |
| | Grand Total | | | | |

In
words

Signature of the
Bidder

Seal

Notes:

- a. The rate quoted by the agency shall be inclusive of all the charges.
- b. The submission of a bid shall construe that the bidder has carefully read the terms & conditions of the tender document & agree to the same.

Chapter 5

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)

Chapter 6

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, water commission, Coimbatore, Ministry of Water Resources, River Development and Rejuvenation, Government of India** (hereinafter called "the Employer ") and **Central Ganga M/s.....** (hereinafter called "the Contractor " of the other party) WHEREAS the Employer is desirous that the Contractor executes the work of Repairing of Varian make Graphite Furnace Assembly (Model: GTA 110) in Lower Cauvery Water Quality Lab under Southern Rivers Division, CWC, Coimbatore (hereinafter called "the Works") in response to **NIT No.11/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 Repairing of Varian make Graphite Furnace Assembly (Model: GTA 110) in 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 Repairing of Varian make Graphite Furnace Assembly (Model: GTA 110) in 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)

| | | |
|----|---|--|
| 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 tenders |
| 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 | Repairing of Varian make Graphite Furnace Assembly (Model: GTA 110) in 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 25/06/2019 to 06/07/2019 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 | 06/07/2019 (15.00 Hrs) |
| 10 | Earnest Money Deposit amount payable | Rs.1,935/- |
| 11 | Date, time and place of tender Opening | Opening of Bid shall commence at 15.30 hours on 06/07/2019, 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. |

CHAPTER 7
KEY EVENTS AND DATES