



भारत सरकार
GOVERNMENT OF INDIA
जल संसाधन नदी विकास एवं गंगा संरक्षण मन्त्रालय
Ministry of Water Resources, River Development and Ganga Rejuvenation
केन्द्रीय जल आयोग
CENTRAL WATER COMMISSION

Tender for Supply and Installation Local Area Network (LAN) at O/o Chief Engineer, B&BBO, Shillong & O/o Superintending Engineer, NEIC, Shillong & supply of video conferencing equipment at O/o CE, B&BBO, Shillong.

NIT NO: NEID-III/NIT/2019-20/40 Date: 06.06.19

COST OF TENDER DOCUMENT: Rs. 500/-

Date of Sale of Tender: 06-06-2019 (9.30 Hrs) to 15.06.19 (up to 12.00Hrs)

Last date for online submission of e-Tender:-15-06-2019 up to 14:00 Hrs

Date of opening of e-Tender:-15-06-2019 at 10:00 Hrs

Certified that this tender document contains 27 Pages including this page

Executive Engineer
North Eastern Investigation Division-III, Itanagar
E-mail: exencwc@rediffmail.com

NOTICE INVITING E-TENDER

For and on behalf of the President of India sealed item rate tenders are invited by the Executive Engineer, North Eastern Investigation Division-III, CWC Complex, Itanagar-791111 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 and Installation Local Area Network (LAN) at O/o Chief Engineer, B&BBO, Shillong & O/o Superintending Engineer, NEIC, Shillong & supply of video conferencing equipment at O/o CE, B&BBO, Shillong.
2. **Time of completion of work:** 75 days from the date of execution of Contract Agreement.
3. **Estimated Cost:** Rs.1256732 /-
4. **Earnest Money:** Rs. 25000/-
5. **Cost of Tender Document:** Rs 500/-

tender will be available on www.cwc.gov.in or www.eprocure.gov.in
Bids shall be submitted offline only.

(Sd/-)
Executive Engineer

Copy for information:

1. Chief Engineer, B&BBO, CWC, Shillong.
2. Superintending Engineer, NEIC, CWC, Shillong.
3. Sr. Technical Director, NIC, Shillong
4. Executive Engineer NEID-I & II, CWC, Aizwal / Silchar.
5. Drawing Branch NEID-III, Itanagar for uploading e-tender on CWC/TCIL/CPD portal.
6. Accounts Branch, NEID-III, CWC, Itanagar
7. Notice Board

e-TENDER KEY EVENTS SHEET

Tender inviting authority Designation/Address	EE, NEID-III, CWC, Itanagar
Mode of submission of e-tender	Offline
Addressee which EMD & documents to be submitted	Executive Engineer, NEID-III, CWC Complex Chimpu, Itanagar (A.P) 791111
Job requirement	As per tender documents
Language(s) in which items to be Printed	English
Validity of Tender	Sixty (60) days
Issuance of tender	06.06.19
Cost of Tender	Rs. 500/-
Time of Completion of Work	75 days from the date of execution of Contract Agreement.
Last date & Time for submission of tender	15.06.2019 upto 14:00 hrs
EMD amount payable	25000/-
Date, time and place of tender opening Event	O/o EE, NEID-III, CWC COMPLEX, CHIMPU, ITANAGAR, Arunachal Pradesh On 10.04.2019 (10:00 hrs)
Performance guarantee	5% of tender and excepted value of supply of items
Security deposit	5% of tender and excepted value of supply of items
Any inquiry	exencwc@rediffmail.com

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 Tenderer who has downloaded the tender from Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the tender will be completely rejected and EMD would be forfeited.

3.0 Intending tenderers are advised to visit again CWC website www.cwc.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 2 days prior to closing date of submission of tender for any corrigendum / amendment.

4.0 Applicant contractor must provide demand draft/ cash for Rs 500/- (Rupees Five Hundred only) in favor of Executive Engineer, North Eastern Investigation Division-III, CWC Complex,Chimpu,Itanagar-791111 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. ***Tender document can also be downloaded from the above web sites without any changes/tempering and submitted DD /Cash(at Accounts Branch ,NEID-III, Itanagar) along with the sealed bid before last date of submission.***

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

6.0 Before submitting the tender the tenderer must ensure that it 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.

7.0 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.

8.0 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.

9.0 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.

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

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

12.0 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.

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

14.0 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.

15.0 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.

16.0 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.

17.0 It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender.

18.0 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.

19.0 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 an authorized agency of executing such work
- b) Should be a Government registered Firm/Agency.
- c) The average turnover of firm in last three years should be Rs 25 lakhs
- d) And should not have incurred any loss for more than 1 year. In this context, the audited balance sheet should be appended.
- e) The firm should have successfully executed similar works of minimum of 40% of estimated cost of this supply (Supporting document should be appended)
- f) 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(undertaking may be submitted)
- g) The tenderer shall have a valid TIN/ GST number.
- h) The tenderer shall have a valid PAN number.

3. SUBMISSION OF DOCUMENTS

Envelop -1

A. The following documents are to be furnished offline as **the technical bid part** by the Supplier as per the tender document:

- i. Signed copy of PAN/GST number of the tenderer.
- ii. Signed true copy of undertaking by the tenderer on his letterhead of not being blacklisted by any government department.
- iii. Technical Bid of instruments as specified in Chapter 4
- iv. ITRs of last 03 (three) years.
- v. Signed copy of all documents required as per eligibility criteria of this tender document.
- vi. The bidder may also submit the literature of the equipments.

Envelop -2

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

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

Envelop -3

C. The bidder has to submit following documents in hard copy in a sealed envelope in office before last date and time of opening otherwise, the bid will not be considered for opening:

- i) Earnest Money Deposit in original.
- ii) Demand Draft towards the cost of tender document in original.

4. PERIOD OF VALIDITY OF TENDERS:

Tenders shall remain valid for 60 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 25000/- shall be deposited in the form of Crossed Demand Draft in favor of Executive Engineer, North Eastern Investigation Division-III, CWC Complex, Chimpu, Itanagar-791111 or in the form of a Bank Guarantee from a scheduled bank as per Performa given in **Chapter 7**. 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 7 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 honor 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 /Award of Work/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.

Opening of Tenders:

The tender shall be opened offline on 15-06-2019 at 16.00 hrs in the office of the Executive Engineer, North Eastern Investigation Division-III, CWC Complex,Chimpu,Itanagar-791111 in the presence of those tenderer/bidder or Their authorized representative who choose to attend.

Chapter 2. Conditions of Contract

Definitions & Interpretations

Goods mean the Surveying & Hydro meteorological Equipments and other items to be provided at the purchaser's facility under the contract.

EE, NEID-III, CWC, means Executive Engineer, North Eastern Investigation Division-III, CWC Itanagar

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, North Eastern Investigation Division-III, CWC Complex, Chimpu, Itanagar-791111.

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 equipments.

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

Duration of contract

The period of operation of the contract shall be 90 days.

Payment Schedule

90% payment shall be released after successful completion of work as per tender requirements and balance 10 % shall be released after 6 months of completion of work after assessing performance of work.

Programme of work

a. Immediately after the signing of the contract, the Contractor shall make necessary arrangements for the execution of work at the premises of O/o CE, B&BBO, Shillong & O/o SE, NEIC, Shillong.

b. The time allowed for carrying out the work will be 3 month from the date of work order in accordance with the phasing, if any, indicated in the tender documents.

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 as 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, NEID-III, CWC.
- 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 quotation should be duly authenticated by the person Signing the quotation, 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 purchaser reserves the right to reject any tender on the basis of inferior quality.

Penalty

In case the supplier is unable to supply the goods in time the EMD amount would be forfeited

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, **exclusive GST**. 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 and **successfully instillation** as identified in Chapter 3 to the satisfaction of the purchaser and as per the terms and conditions of the contract.

b. The payment shall be made after necessary 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) may be submitted by the contractor to the department.

d. The payment shall be made through cross cheque /demand draft payable by SBI, Itanagar.

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 including GST.

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 EMD would 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 it's 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	Chief Engineer, B&BBO, Central Water Commission, Shillong
2 (v) Engineer-in-charge	Executive Engineer, North Eastern Investigation Division-III, CWC Complex, Chimpur, Itanagar-791111
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.	Nil
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	Not Applicable

to interim payment	
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 Technical & Financial Bids

Title of Tender: Tender for Supply and Installation Local Area Network (LAN) at O/o Chief Engineer, B&BBO, Shillong & O/o Superintending Engineer, NEIC, Shillong & supply of video conferencing equipment at O/o CE, B&BBO, Shillong.

(A) SUPPLY (Active Component)

Sl. No.	Equipment	Unit	Qty	Rate (Rs)	Total	Remarks
1	CISCO Router-ISR-4321-ax-K9; 5 year warranty	nos	1			
2	CISCOWS-C2960XR-24TD-I; layer 2 24 Port Switch 10/100/500 Mbps with 2 SFP+Uplink & stacking Ports with 5 years warranty	Nos	2			
TOTAL (Rs)						

B) SUPPLY (Passive Component) (UTP)

	Equipment	Unit	Qty	Rate (Rs)	Total	Remarks
1	12U Rack	nos	2			
2	Wire Manager (CAT6A)	nos	2			
3	24 Port, Cat 6 Jack Panel (Loaded with UTP I/O)	nos	2			
4	Cat 6 Cable (305mtr per box)	box	4			
5	I/O Box (Single SMB)	mos	40			
6	UTB Patch Cord-1 mtr (CAT 6)	mtr	45			
7	UTP Patch Cord-3 mtr (CAT 6)	mtr	45			
8	Supply of marked PVC duct of Size (Per Meter) 45 X 25 mm	mtr	450			
9	Supply of PVC conduit of OD Size (Per Meter) 32mm	Mtr	130			
10	Labels for Jackpanel/face Plate/Patch Cords (set of 100)	set	2			
TOTAL (Rs)						

(C) INSTALLATION (Passive Component) (UTP)

Sl no.	Equipment	Unit	Qty	Rate (Rs)	Total
1	Installation of 12U Rack	nos	2		
2	Installation of Wire Manager	nos	2		
3	Installation of Patch Panel	nos	2		
4	Installation of marked PVC Duct of size (Per Meter) 45x25	mtr	450		
5	Supply of PVC conduit of OD Size (Per Meter) 32mm	mtr	130		
6	In-Building Laying CAT6 UTP Cable (per mtr)	nos	1220		
	Termination of Cat6/Cat 6A UTP/FTP/SFTP/STP/FFTP Information outlet (Both End)	node	40		
7	Installation of Face Plate with the SMB Box	node	40		
	Labelling & Dressing of Cat6/Cat 6A UTP Patch Cords	node	40		
8	Testing, Certification & Documentation of Cat6 nodes (Penta scanner report & documentation)	node	40		
TOTAL (Rs)					

(D) SUPPLY (Hardware)

Sl no	Equipment	Unit	qty	rate	total	Remarks
1	Elnova 1KVA online ups with 30 min back up on full load With 1 years warranty	nos	2			
TOTAL (Rs)						
GRAND TOTAL (Rs) (A+B+C+D) =						

A.SUPPLY

Sl no	item	Qty	Rate (Rs)	Total	Remarks
1	Polycom Real Presence Group 500 (Polycom) with 1 year warranty	1			
2	LG 55'FHD LED TV with 3 Years warranty	1			
TOTAL (Rs)					

B.SUPPLY (Hardware)						
Sl no	Equipment	Unit	qty	Rate (Rs)	Total	Remarks
1	Microtek 2KVA online UPS With 30 minutes backup with1 Year warranty on batteries	nos	1			
	Grand Total					

Signature of the Bidder

Seal .

Notes:

- a. **The Rates shall be quoted inclusive of GST FOR , O/o CE, B&BBO, Shillong & O/o SE, NEIC, Shillong**
- b. 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.
- c. The submission of a bid shall construe that the bidder has carefully read the terms & conditions of the tender document & agree to the same.
- d. 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 honor the warranty obligations of the equipment supplied by the supplier.

Chapter 7 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 of20.....

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 Engineer in- 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
NEID-III , CWC,
Chimpu, Itanagar

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No-

Name of Tender / Work: Supply and Installation Local Area Network (LAN) at O/o Chief Engineer, B&BBO, Shillong & O/o Superintending Engineer, NEIC, Shillong & supply of video conferencing equipment at O/o CE, B&BBO, Shillong.

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/ organization 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/Agreement (Agreement no.) made on the ____ day of _____ 2019 between the Executive Engineer (for and on behalf of the President of India), North Eastern Investigation Division-III, CWC Complex, Chimpu, Itanagar- (name or address of the Department) (hereinafter called "the First Party") and

____ (name and address of the contractor) (hereinafter called "the Second Party"). WHEREAS the First Party is desirous that the Contractor executes the work "Supply and Installation Local Area Network (LAN) at O/o Chief Engineer, B&BBO, Shillong & O/o Superintending Engineer, NEIC, Shillong & supply of video conferencing equipment at O/o CE, B&BBO, Shillong." (Hereinafter called "the works") and the First Party has accepted the Bid by the Second Party for a contract price of Rs.....(Rupees.....) only.

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

1. In consideration of the payments to be made by the First Party to the Second Party is hereinafter mentioned, the Second party hereby covenants with the First Party for "Supply and Installation Local Area Network (LAN) at O/o Chief Engineer, B&BBO, Shillong & O/o Superintending Engineer, NEIC, Shillong & supply of video conferencing equipment at O/o CE, B&BBO, Shillong.", in conformity in all aspect with the provisions of the contract.
2. The First Party hereby covenants to pay the Second Party in consideration for "Supply and Installation Local Area Network (LAN) at O/o Chief Engineer, B&BBO, Shillong & O/o Superintending Engineer, NEIC, Shillong & supply of video conferencing equipment at O/o CE, B&BBO, Shillong.", the contract rate 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) Tender Document issued to the contractor and duly submitted by him duly signed;
 - b) Amendments/Corrigendum to the tender document, if any;
 - c) Letter of the contractor submitting the tender;
 - d) Other letters of the contractor and the departmental officers that were exchanged before the tender is accepted;
 - e) Rate and Amount of tender/bid quoted by the contractor;
 - f) General Conditions of Contract (GCC) published by CPWD with latest amendments/correction slips;

 - g) Letter of the Executive Engineer communicating acceptance of the tender;
 - h) Letter of the Executive Engineer regarding commencement of the work;
 - i) Performance security;
 - j) Other letters of the contractor and the departmental officers that were exchanged after the tender is accepted till the time of signing of this Contract/Agreement;

IN WITNESS WHEREOF the parties have caused this Contract to be executed the day and year first before written.

Binding signature of First Party Signed by _____

(for and on behalf of the President of India)

Binding signature of Second Party signed by _____
(for and on behalf of the _____ duly authorized vide resolution
No _____ dated _____ of the Board of Director of
_____)

In the presence of
(Witnesses)

(1)

(2)
