

## Advertised Tender Enquiry Documents

**NATIONAL INSTITUTE OF HYDROLOGY**  
(A Govt. of India Society under Ministry of Water Resources, River Development & Ganga  
Rejuvenation)  
**JALVIGYAN BHAWAN, ROORKEE- 247 667 (UTTARAKHAND)**

No. 5(IV)/NIH-2017/Pur-2

Dated: 04.10.2017

### (NOTICE INVITING TENDER)

On behalf of the Director, National Institute of Hydrology (NIH), Roorkee, sealed item rate tenders from manufactures (or their 'authorized' dealers by submitting letters/certificates, in original, from the manufacturers that they have been authorized to quote in response to this NIT) of the following items are invited:

Sl. No.	Name of Items	Quantity	Specification	E.M.D.
1.	Autoclave Fully Automatic	Two	As per Annexure-II	Rs. 4,000.00

The Tender Document will be on two-Bid System consisting of Technical Bid and Price Bid. The Tender Document will be submitted in two separate sealed covers clearly mentioning on the envelope "Tender for Procurement of Autoclave Fully Automatic".

The Tender Document (non-transferable) along with detailed specifications, terms and conditions may be downloaded from the institute website ([www.nihroorkee.gov.in](http://www.nihroorkee.gov.in)) by the interested supplier along with payment of non-refundable Tender price as mentioned below. The Tender price may be paid in the form of Bank Draft in favour of National Institute of Hydrology, payable at Roorkee.

- a) Price of Tender Document: Rs. 590/- (Rs. five hundred ninety only - Non-refundable)
- b) Last date and time for receipt of Tender Document: 30.10.2017 (up to 3:00 pm).

The Technical Bids will be opened on 30.10.2017 at 4.00 P.M. in the chamber of Chairman, Tender Opening Committee of the Institute.

The tender should be addressed to The Senior Administrative Officer, National Institute of Hydrology (NIH), Jalvigyan Bhawan, Roorkee – 247 667 (Uttarakhand), and should be delivered in person or sent by registered post so as to reach the institute on/before the last date up-to 3:00 pm. No tender will be accepted after the due date and time.

All Tender Documents must be accompanied by the Bid Security Form/Earnest Money Deposit (Refundable) as mentioned above against each Instrument by the bidder. The Earnest Money Deposit is to be paid in the form of Bank Draft/Bank Guarantee in favour of the National Institute of Hydrology, payable at Roorkee. The Bid Security Form/Earnest Money Deposit Bank Draft/Bank Guarantee must be enclosed with Technical Bid in a separate sealed envelope. The details of Bank Draft Number of Earnest Money Deposit must be endorsed on top of envelope containing Technical Bid.

The Institute shall not be responsible for any delay in receiving Bids/sending of Tender Document by post. The Institute reserves the right to accept or reject any bid, cancel the purchase without assigning any reason thereof. No correspondence in this regard will be entertained. Earnest Money shall be forfeited in case it is found at any stage that information/particulars regarding supply of tendered item (s) is false.

(Sanjay Kumar)  
Scientist E & Senior Admn. Officer

## TENDER DOCUMENT FOR: WATER QUALITY EQUIPMENT

BID REFERENCE	No. 5(IV)/NIH-2017/Pur-02, Dated: 04.10.2017
LAST DATE AND TIME FOR RECEIPT OF BIDS	30.10.2017 (UP TO 3:00 PM)
ADDRESS FOR COMMUNICATION	The Senior Admn. Officer, National Institute of Technology, Jalvigyan Bhawan, ROORKEE – 247 667, UTTARAKHAND Phone: +91-1332-272108 Fax: +91-1332-272123 E-mail: <a href="mailto:sao.nihr@Gov.in">sao.nihr@Gov.in</a> .

## TENDER DOCUMENT FOR WATER QUALITY EQUIPMENT

### INVITATION FOR BIDS

1. Sealed bids in two parts (techno commercial un-priced & Priced bids) are invited from eligible bidders for the following

Sl. No.	Tender No	Subject Name of Equipment	Earnest Money Deposit (EMD)
1.	No. 5(IV)/2017/Pur-02 Dated 04.10.2017  Last date and time for receipt of Tender Documents: 30.10.2017 (up to 3.00 pm)	Autoclave Fully Automatic Quantity: Two  (Technical Specifications as per Annexure-II)	Rs. 4,000.00

2. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of the Senior Admn. Officer, National Institute of Hydrology (NIH), Jalvigyan Bhawan, Roorkee – 247 667, Uttarakhand, INDIA or on NIH website: [www.nihroorkee.gov.in](http://www.nihroorkee.gov.in).

3. Each set of bidding document can be downloaded from the institute website by any interested eligible bidder on payment of the cost of tender document. The cost of bidding documents as indicated above should be submitted in the form of a Bank Draft/Bank Guarantee in favour of the National Institute of Hydrology payable at Roorkee.

4. All bids must be accompanied by earnest money deposit as specified above and must be delivered to the Senior Admn. Officer, National Institute of Hydrology (NIH), Jalvigyan Bhawan, Roorkee – 247 667, Uttarakhand office up-to 3.00 pm of the last date of receiving the tender document as specified.

5. The Institute reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons thereof.

6. This Tender Document contains the following:

- A. Instructions to Bidders
- B. General conditions of contract (GCC)
- C. Special conditions of contract (SCC)
- D. Tender form (Techno commercial un-priced Bid)
- E. Tender form (priced Bid)
- F. Check-list for Bid/Tender submission
- G. Bank guarantee form
- H. Declaration Certificate
- J. Technical specification of the instrument

## **A-INSTRUCTIONS TO BIDDERS**

### **A. Introduction**

#### 1. Qualification criteria/ Eligible Bidders

1.1 This Invitation for Bid is open to all manufacturers & their dealers authorized to quote in response to this NIT.

1.2 Copies of valid GST registration certificate, Income tax clearance certificate, proof of manufacturing unit/dealership & general order suppliers and copies of two major supply orders valuing more than Rs. 20,000/- executed during the preceding two years for Govt. depts. /PSUs and Central Autonomous bodies have to be submitted.

#### 2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **B. The Bidding Documents**

#### 3. Cost of Bidding Documents

Interested eligible bidders may purchase the bidding document on payment of the cost of bidding document as indicated in the invitation for bids. The cost of bidding document should be submitted in the form of a Demand Draft in favour of the National Institute of Hydrology payable at Roorkee.

#### 4. Content of Bidding Documents

4.1 The goods required, bidding procedures and contract terms are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instruction to Bidders (ITB);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of requirements;
- (e) Tender form (technical bid).
- (f) Tender form (financial bid)

4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will be at the Bidder's risk and may result in rejection of its bid.

#### 5. Amendment of Bidding Document

5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by amendment.

5.2 All prospective bidders who have received the bidding document will be notified of the amendment in writing, which will be binding on them.

5.3 In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

### **C. Preparation of Bids**

#### 6. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language.

#### 7. Documents Comprising the Bid

### 7.1 Techno commercial un-priced bid and priced Bids:

The bids are to be submitted in two parts in separate sealed envelopes i.e. Techno commercial un-priced bid and priced Bids.

(a) Techno commercial un-priced bid along with Earnest Money Deposit (EMD) as shown in invitation to bids may be submitted either through Bank Guarantee valid for the duration of contract as per enclosure to the bidding documents or by a Bank Draft/Bank Guarantee of Nationalised Bank in favour of the Senior Admn. Officer, National Institute of Hydrology (NIH), payable at Roorkee. If the EMD is not received along with the technical bid, such bid will not be considered.

(b) Priced bid.

7.2 Techno commercial un-priced bid: The Techno commercial un-priced bid prepared by the bidder shall be provided in the following Model Response format:

Model Response format

(a) Standing of each Bidder Manufacturer/Dealer and past experience in supply of the material (certificates to be enclosed), proof of manufacturing Unit/Dealership letter and general order supplier.

(b) List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a certificate regarding the satisfactory performance of the contract.

(c) Copy of the audited balance sheet of the vendor for the previous financial year indicating the turnover in supply of the material.

(d) Details of Permanent Account Number and latest income tax clearance certificate.

(e) GST registration No. along with a copy of certificate to be attached.

(f) The make of item proposed to be supplied should be indicated in the format of the schedule of requirements and submitted along with the techno commercial un-priced bid without indicating the pricing components.

(g) Willingness to execute all orders which are placed to meet emergency requirement on priority basis. The Bidder shall note that standards for workmanship, material and equipment, and references to brand names designated by the Purchaser in the schedule of requirements are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in his bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

### 7.3 Priced Bid

The priced bid shall comprise the techno commercial bid along with the price component indicating the Unit prices for item indicated in the schedule of requirements.

(a) The prices quoted must be net per unit as shown in the Schedule and must include all charges for delivery at the designated stores.

(b) The rate must be stated for item separately both in words and figures. If there is a discrepancy between the price quoted in word and figures the higher price quoted will be treated as final.

(c) The price quoted by the tenderers should be exclusive of Excise Duty & GST. However, the Excise Duty & GST payable should be quoted separately in the schedule enclosed.

(d) Quoted prices should be firm and inclusive of octroi, freight and forwarding charges, handling charges, loading and unloading charges, and insurance charges etc.

(e) The prices once accepted by the Institute shall remain valid till the successful execution of the order and till supplies is fully effected and accepted or 12 months from the date of acceptance of tender whichever is later. The Institute shall not entertain any increase in the rates during the period. However, in the event there is

a reduction or increase in Government levy/duties during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/excise duty.

NOTE

1. THE TWO BIDS (BOTH TECHNO COMMERCIAL UNPRICED BID) ALONG WITH EARNEST MONEY DEPOSIT (EMD) AND THE PRICED BID SHOULD BE SUBMITTED SEPARATELY FOR EACH TENDER.

2. CONDITIONAL BIDS WILL NOT BE ACCEPTED

8. Bid Prices

8.1 The Bidder shall indicate on the Schedule of requirements, the unit prices of the goods it proposes to supply under the Contract and enclose it with the priced bid.

8.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) The prices quoted must be net per unit as shown in the schedule of requirements and must include all charges for delivery at the designated stores.

(ii) Any Indian duties and GST which will be payable on the goods if this Contract is awarded;

8.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

9. Bid Currencies

Prices shall be quoted in Indian Rupees only. In case of direct import the prices may be indicated in the foreign currency. The Institute may, at its discretion, arrive at approximate Rupee equivalent on the basis of exchange rate on the date of opening of price bid.

10. Period of Validity of Bids

10.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

10.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify the bid.

10.3 Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

**D. Submission of Bids**

11. Sealing and Marking of Bids

11.1 The outer envelope containing Techno commercial un-priced bid along with Tender cost, EMD and Brochure, if required, and priced bid shall be addressed to The Senior Admn. Officer, National Institute of Hydrology (NIH), Jalvighyan Bhawan, Roorkee – 247 667 and shall indicate tender number and due date.

11.2 The inner envelope shall indicate the name and address of the bidder, tender number due date and contents i.e. "Techno commercial un-priced bid along with Tender cost & EMD" and "Priced bid".

11.3 If the outer envelope is not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

12. Deadline for Submission of Bids

12.1 Bids must be received by the Purchaser at the address specified not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up-to the appointed time on the next working day.

12.2 The Purchaser may, at his discretion, extend this deadline for submission of bids by

amending the bid documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

13. Late/Delayed Bids

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to Clause 5 of invitation of bids will be rejected and/or returned unopened to the Bidder.

14. Modifications and Withdrawal of Bids

14.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

14.2 The Bidder's modification or withdrawal notice shall be prepared, marked and dispatched in a sealed envelope. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

14.3 No bid may be modified subsequent to the deadline for submission of bids.

14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

**E. Bid Opening and Evaluation of Bids**

15. Opening of Techno commercial un-priced Bids

The purchaser will open all techno commercial un-priced bids in the first instance. Techno commercial un-priced bids will be opened on 30.10.2017 at 4.00 P.M. in the chamber of Chairman, Tender Opening Committee.

16. Clarification of Bids

16.1 During evaluation of the bids, the purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

16.2 No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Institute it should be done in writing.

16.3 Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

17. Evaluation of Techno commercial un-priced Bid

17.1 Prior to the detailed technical evaluation, the purchaser will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations.

17.2 The purchaser will reject a bid determined as not substantially responsive.

17.3 The bidders may be called for discussion and may be allowed to modify their technical bids to suit the organization's requirement. The idea is to arrive at a threshold level of acceptability above which all the bidders shall be treated on par. Those whose technical specifications do not reach the threshold level of acceptability shall be rejected as technically un-suitable. The price bids of the bidders who finally emerge as technically acceptable shall be opened, evaluated and the contract awarded to the lowest evaluated bidder.

17.4 The bidders short-listed by the purchaser based on evaluation of their technical bids may be called for detailed discussions with a team selected for the purpose, at a specified date, time and venue, if needed.

18. Opening of Priced Bids

18.1 The Purchaser will open the Priced Bids of only those bidders whose techno commercial bids have been found to be substantially responsive.

18.2 The priced Bids of the technically qualified bidders shall be opened by the tender opening committee.

19. Evaluation and Comparison of priced Bids

19.1 Bidding Documents should include a clause that "If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered".

19.2 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price. If the Vendor does not accept the correction of errors, its bid will be rejected

19.3 Bidders shall state their bid price for the payment schedule outlined in the Clause 14 of General Conditions of Contract. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The purchaser may consider the alternative payment schedule offered by the selected Bidder but it may not be binding on the purchaser.

19.4 The purchaser, at its option may ask some more bidders to match the rates of the lowest bidder for creating parallel suppliers.

20. Purchasers right to accept any bid and to reject any bid or all bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

21 Award Criteria

Subject to Clause 19, the purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

22. Notification of Award

Prior to the expiration of the period validity, the purchaser will notify the successful Bidder in writing by letter or by fax, to be confirmed in writing by speed post or hand delivered letter, that its bid has been accepted.

23. Factors Affecting the Award of Supply

23.1 The bidder should have its own Contract support facilities. The support facilities should be fully owned and managed by the bidder.

23.2 Conformity with the Request for Bid/Tender required and conditions.

23.3 The assessment based on the response to Model Response Outline.

23.4 The assessment of the capability of the bidder to meet the terms and conditions.

23.5 The bidders must have executed similar orders, for which the bidder is quoting, as indicated in clause 1 for Govt./Semi-Govt./Autonomous Organizations.

23.6 The cost and the discount offered, if any.

24. Fall clause

24.1 The price quoted by the supplier should not be higher than the maximum retail price, if any, for the stores



and the same shall not be higher than the price usually charged by the supplier for stores of the same nature, class or description to any other purchaser.

24.2 The price charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduces the sale price of such stores or sells such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchaser and the price payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

24.3 If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to (a) revise the price at any stage so as to bring it in conformity with sub-clause(i) above, or (b) to terminate the contract and purchase the items of stores at the risk and cost of the supplier and in that event the provisions of Clause 28 of General Conditions of Contract shall, as far as possible, be applicable or recover the loss.

## **B-GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1 Definitions**

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (i) "The Order" means the Purchase Order placed by the Purchaser including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (ii) "The Contract Price" means the price payable to the Supplier under the Order for the full and proper performance of its contractual obligations;
- (iii) "The Goods" means all the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract;
- (iv) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- (v) "GCC" mean the General Conditions of Contract contained in this section.
- (vi) "SCC" means the Special Conditions of Contract.
- (vii) "The Purchaser" as specified in Special Conditions of Contract.
- (viii) "The Purchaser's country" is "India".
- (ix) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (x) "Day" means calendar day.

### **2 Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **3 Standards**

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

### **4 Use of Contract Documents and Information**

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in 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. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.2 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

4.3 The purchaser may be under obligation to make any document/information submitted by the bidder in response to this bid public if required under the provision of Right to Information Act 2005. Therefore, bidder may explicitly indicate if any document/information in his tender includes information of commercial confidence, trade secrets or intellectual property, the disclosure of which would jeopardize the competitive position of the bidder.

### **5 Patent Rights**

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

### **6 Submission of the bids**

6.1 All bids complete in every respect must reach this office within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders, Tenders received without Bid security/ Earnest Money, cost of bidding documents, if applicable etc. shall be rejected summarily.

6.2 Tender documents are available for sale as per the information specified in Invitation for Bids. Interested bidders may purchase the tender documents on payment of the cost there of or download directly from our website, as indicated in invitation for bids. The Purchaser is not liable for either non-receipt of the tender document or for late receipt of the tender documents.

### **7 Performance Security**

7.1 Within 21 days of receipt of the notification of contract award/purchase order, the Supplier shall furnish performance security for the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The Performance Security shall be submitted in one of the following forms:

- (i) Indian manufacturers/suppliers or Authorized Indian Agents of the Foreign Principals can submit the performance security on behalf of their foreign principals in the form of Bank Guarantee issued by a Nationalized/Scheduled bank located in India on the format provided in the bidding documents.

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC.

7.5 In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

## **8 Inspections and Tests**

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **9 Packing**

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

## **10 Delivery and Documents**

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the order within the period as indicated in the SCC. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

## **11 Insurance**

11.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

## **12 Transportation**

12.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

## **13 Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, specified in SCC, if any:

- (i) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- (ii) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (iii) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (iv) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (v) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

## **14 Spare Parts**

14.1 As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (i) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (ii) In the event of termination of production of the spare parts:
- (iii) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to

- procure needed requirements; and
- (iv) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.
- 14.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.
- 15 Warranty**
- 15.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. **The warranty should be comprehensive and on site.**
- 15.2 This warranty shall remain valid for 24 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 30 months after the date of shipment whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall immediately within in 02 days arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 07 days. If the supplier having been notified fails to remedy the defects within 07 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
- 16 Payment**
- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the Purchaser normally within forty-five (45) days after submission of the invoice or claim by the Supplier.
- 16.4 Payment shall be made in currency as indicated in the order.
- 17 Prices**
- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
- 18 Change Orders**
- 18.1 The Purchaser may at any time, by written notice given to the Supplier pursuant to GCC Clause 30, make changes within the general scope of the Contract in any one or more of the following:
- (i) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (ii) The method of shipping or packing;
  - (iii) The place of delivery; and/or
  - (iv) The Services to be provided by the Supplier.
  - (v) The delivery schedule.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.
- 19 Contract Amendments**
- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20 Assignment**
- 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
- 21 Subcontracts**
- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Sub-contract shall be only for bought-out items and sub-assemblies.

## **22 Delays in the Supplier's Performance**

22.1 Since time is the essence of the contract, delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Contract.

22.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s).

22.3 As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

22.4 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalty clause.

## **23 Penalty**

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

## **24 Termination for Default**

24.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- (i) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- (iii) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

24.2 For the purpose of this Clause:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"

24.3 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## **25 Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22, 23 and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.

## **26 Termination for Insolvency**

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

## **27 Resolution of Disputes**

27.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for

resolution to the formal mechanisms specified in the SCC. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.

**28 Governing Language**

28.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

**29 Applicable Law**

29.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

**30 Notices**

30.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address specified in the SCC.

30.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**30 GST and Duties**

30.1 Suppliers shall be entirely responsible for GST, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, GST in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.

### C-SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses

**1 Definitions (GCC Clause 1)**

1.1 The Purchaser is 'The Director, National Institute of Hydrology (NIH), Roorkee (Uttarakhand), INDIA.

**2 Performance Security (GCC Clause 7)** Substitute clause 7.1 of the GCC by the following:

2.1 Within 21 days after the Supplier's receipt of order, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations.

2.2 If the performance security is not furnished within the stipulated time as per 2.1 above, the contract shall be deemed terminated in pursuance of GCC Clause 24.

**3 Inspection and Tests:** Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

3.1 After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The location where the inspection is required to be conducted should be clearly indicated. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance.

3.2 The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.

3.3 In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.

3.4 Successful conduct and conclusion of the acceptance test for the installed goods and equipments shall also be the responsibility and at the cost of the Supplier.

**4 Manuals and Drawings**

4.1 Before the goods and equipments are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

4.2 The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.

4.3 Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.

**5 Packing (GCC Clause 9)** Add as Clause 9.3 of the GCC of the following:

5.1 Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following:

- (i) Item Nomenclature
- (ii) Order/Contract No.

- (iii) Country of Origin of Goods
- (iv) Supplier's Name and
- (v) Packing list reference number

**6 Delivery and Documents (GCC Clause 10)**

- 6.1 Delivery of the goods should be made within a maximum of 12 weeks from the date of placement of purchase order. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AWB etc and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:
- (i) 4 Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
  - (ii) Acknowledgment of receipt of goods from the consignee(s) by the transporter;
  - (iii) Insurance Certificate if applicable;
  - (iv) Manufacturer's/Supplier's warranty certificate;
  - (v) Inspection Certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report; and
  - (vi) Certificate of Origin.
  - (vii) Two copies of the packing list identifying the contents of each package.
- 6.2 The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

**7 Insurance (GCC Clause 11)**

- 7.1 For delivery of goods at the purchaser's premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from supplier place to final destination at National Institute of Hydrology, Roorkee on "All Risks" basis including War Risks and Strikes.

**8 Incidental services (GCC clause 13)** The incidental services also include:

- 8.1 Furnishing of 01 set of detailed operations & maintenance manual.

**9 Warranty (GCC Clause 15)**

- 9.1 Warranty period shall be **24 months** from date of acceptance, installation and testing of Goods or **30 months** from the dates of Shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. **The warranty should be comprehensive on site.**
- 9.2 If a different (*read* higher) period of warranty has been specified in the 'Technical Specifications' Chapter then the period mentioned in Clause 9.1 above shall stand modified to that extent.

**10 Payment (GCC Clause 16)**

- 10.1 (A) For Indigenous Suppliers: 100% Payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at National Institute of Hydrology, Roorkee in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 2.1 of SCC.
- (B) For Foreign Suppliers: Payment shall be made by a Letter of Credit. 90% payment will be made on delivery/proof of dispatch and 10% after successful installation, commissioning and acceptance of the equipment at National Institute of Hydrology, Roorkee in good condition and to the entire satisfaction and on production of unconditional performance bank guarantee as specified in Clause 2.1 of SCC.

**11. Penalty Clause (GCC Clause 23)**

- 11.1** For delays: GCC Clause 23.1 - The applicable rate is 1% per week and the maximum deduction is 10% of the contract price.

**12. Resolution of Disputes (Clause 28):** Add as GCC Clause 27.3 the following:

- 12.1 The dispute resolution mechanism to be applied pursuant to GCC Clause 27 shall be as follows:
- (i) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director National Institute of Hydrology, Roorkee and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
  - (ii) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (i) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
  - (iii) The venue of the arbitration shall be the place from where the order is issued.

**13. Applicable Law (GCC Clause 29)** Add as Clause 29.2 of the GCC the following:

- 13.1** The place of jurisdiction would be Roorkee (Uttarakhand) INDIA.

**14. Notices (GCC Clause 30)**

14.1 For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

(i) **Purchaser:** The Director,  
National Institute of Hydrology,  
Jal Vigyan Bhawan,  
Roorkee –247 667 (Uttarakhand) INDIA.

(ii) **Supplier:** (To be filled in by the supplier)

.....  
.....  
.....

15. Progress of Supply

15.1 Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- (i) Quantity offered for inspection and date;
- (ii) Quantity accepted/rejected by inspecting agency and date;
- (iii) Quantity dispatched/delivered to consignees and date;
- (iv) Quantity where incidental services have been satisfactorily completed with date;
- (v) Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- (vi) Date of completion of entire Contract including incidental services, if any; and
- (vii) Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).

16. **Right to Use Defective Goods**

16.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

17. **Supplier Integrity**

17.1 The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

17.2 **Integrity pact is to be signed by the Bidder. Annexure 'A'**

18. **Training**

18.1 The Supplier is required to train the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.



**D-TENDER FORM**

**(Techno commercial un-priced Bid)**

(On the letter head of the firm submitting the bid)

Tender No. ....

To  
The \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

1. I/We hereby offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 90 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

2. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.

3. A crossed Bank Draft/Bank Guarantee in favour of the National Institute of Hydrology for Rs. \_\_\_\_\_, (Rupees only) as Earnest Money is enclosed. The Bank Draft/Bank Guarantee is drawn on \_\_\_\_\_ Bank payable at Roorkee

4. The following have been added to form part of this tender.

- (a) Samples of items quoted for, as per instructions provided in the schedule of requirement.
- (b) Schedule of requirements, quoting the make only duly signed and stamped.(without indicating price)
- (c) Income Tax clearance certificate.
- (d) Copy of last audited balance sheet.
- (e) Copy of Valid GST registration certificate.
- (f) Copy of relevant major purchase orders valuing more than Rs. 20000/- executed during last two years for Govt. Departments., PSUs & Central Autonomous bodies..
- (g) Proof of manufacturing Unit, dealership certificate/general order suppliers.
- (h) Statement of deviations from financial terms & conditions, if any.
- (i) Any other enclosure. (Please give details)

5. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.

6. Certified that the bidder is: A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document).

7. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.

Yours faithfully,  
(Signature of bidder)

Dated this day of \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX \_\_\_\_\_  
E-mail \_\_\_\_\_  
Company seal

**E-Tender Form**  
(Priced Bid)

(On the letter head of the firm submitting the bid document)

To \_\_\_\_\_  
The \_\_\_\_\_  
\_\_\_\_\_

Ref: Tender No....

Dated-----

Sir,

Having examined the bidding documents and having submitted the techno commercial un-priced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges net CIF N. Delhi or F.O.R NIH, Roorkee. We enclose herewith the complete Financial Bid as required by you. This includes:

Price Schedule as per schedule of requirement.

Statement of deviations from financial terms and conditions.

We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/ constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorised to sign the bid document.)

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of \_\_\_\_\_

Signature of Bidder

Details of enclosures

Full Address:

Telephone No.:

Fax No.

E-mail:

COMPANY SEAL

## F-Checklist for Bid/Tender Submission

The following check-list must be filled in and submitted with the bid document:

### Pre-qualification Bid

1. Was the bid document issued to you? Yes/No
2. Have you attached the techno commercial un-priced bid form duly filled in appropriately? Yes/No
3. Have you attached a copy of a compliance list against the technical specification (for each point) ? Yes/No
3. Have you attached a copy of the last audited balance sheet of your firm Yes/No
4. Have you attached the details of the income tax clearance certificate, proof of manufacturing unit/ dealership letter/general order suppliers and copy of GST registration certificate. Yes/No
5. Have you attached the copies of relevant work orders from Govt. Deptt. /PSUs and Central Autonomous Bodies. Yes/No
6. EMD: Have you submitted EMD asked for- Yes/No
7. Have you submitted samples of all items indicated in the respective schedule of requirements. Yes/No
8. Have you enclosed the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial un-priced bid. Yes/No
9. Have you submitted the bids both techno commercial un-priced and priced bid separately for each tender? Yes/No
10. Have you enclosed the statement of deviations from financial terms and conditions, if any? Yes/No

### Priced Bid:

1. Have you signed and attached the priced bid form. Yes/No
2. Have you attached the schedule of requirements duly priced Yes/No
3. Have you attached the Declaration / integrity pact (as applicable) Yes/No

**G-FORMAT OF BANK GUARANTEE FORM**

1. This guarantee should be furnished by a Nationalized Bank / scheduled Bank, authorized by RBI to issue a Bank Guarantee.
2. This bank guarantee should be furnished on stamp paper of Rs. 100/-
3. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.
4. In the case of foreign bidder the B.G may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Nationalized / Scheduled Bank in India authorized by Reserve Bank of India.

-----  
DATE

BANK GUARANTEE NO:

Ref :  
To  
National Institute of Hydrology,  
Jalvigyan Bhawan,  
Roorkee – 247 667

Dear Sirs,

In accordance with your 'Invitation to Bid' under your Tender No: .....  
M/s:....., herein after called the Contractor/supplier, with the following Directors on their Board of Directors / partners of the firm.

- |         |         |
|---------|---------|
| 1. .... | 2. .... |
| 3. .... | 4. .... |

Agrees for the contract/supplies:

As an irrevocable Bank Guarantee for an amount of Rs. ....(in words and figures) valid for . days from is required to be submitted by the Contractor/Supplier which amount is liable to be forfeited by the purchaser in the event of 1) the withdrawal or revision of the offer by the Bidder as a condition within the validity period. (2) non-acceptance of the Letter of Intent / purchase order by the bidder when issued within the validity period. (3) failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the purchase order and (4) on the happening of any contingencies mentioned in the bid documents such as .....

We, the .. Bank at .. having our Head office at .. (Local address) Guarantee and undertake to pay immediately on first demand by IIT (RKE) the amount of .. (in figure and words) without any reservation, protest, demur and recourse. Any such demand made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to .. (This date should be 6 months after execution of the order). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s. .... on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this .. day of .. at .. witness (Signature)

.....  
.....  
.....

WITNESS

(Signature)

Name in (Block letters)

Designation

(Staff Code No.)

(Bank's common Seal)

Official address:

Attorney as per power of Attorney No.

Date:

**G-DECLARATION**

1. I, ----- Son /Daughter of Shri -----

----- Proprietor/Partner/CEO/MD/Director/ Authorized

Signatory of M/s. ----- am competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.

4. I/ we/ am are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

5. Each page of the tender document and papers submitted by my Company is authenticated, sealed and signed, and I take full responsibility for the entire documents submitted.

-----  
Signature of the Authorized Person

Date: -----

Place: -----

Full Name: -----

Company Seal: -----

**H-Technical Specifications of Autoclave Fully Automatic**

**Working chamber size / Capacity :**40 cm Dia x 60 cm Depth / 75 Lit

**Carrier** : 1 (35 cm Dia x 55 cm Depth)

**Power Supply:**230 V AC, 50 HZ Single Phase

**Construction :**

- Chamber should be manufactured as per ASME standards
- Chamber should be hydrostatically tested as per national and international standards and CE certified
- Internal chamber and cover lid along with all wetted parts should be of stainless steel 304 grade.
- Single lever pronged closure system with silicone gasket.
- Single lever lock for lid with single hand opening.
- The lid should be provided with auto purge cum vacuum breaker valve and a manually operable valve for exhaust.
- The unit should have a solenoid valve for auto purging of air & normal exhaust.
- The Vertical Autoclave should have stainless steel pressure gauge with dual range dial display in KPA and PSI along with a co-related temperature scale for steam in degree Celsius.
- External vertical panels should be of MS duly heat cured epoxy coated.
- Easy lift & closing of the lid by assisted support.
- Castors for ease of movement out of which at least 2 should have locking mechanism

**Control System :**

- Microprocessor based controller for time and temperature programmable for repeatability and high accuracy. It should provide high control accuracy along with user level flexibility for sterilizing various types of loads efficiently.
- The user should be able to set the temperature up to 122°C in steps of 0.1°C each.
- The user should be able to set the Sterilization hold time in steps of 1 minute each.
- The timer range should be up to 95 minutes.
- In case of abrupt power failure / switching off, the Last Cycle which was set should remain in the memory.

**•Safety:**

- Autoclave chamber should be hydro-statistically tested to 1.5 times its operating pressure
- Low water detection in case of low water in the chamber with Audio-Visual alarm and cut off the supply to the heater
- Spring loaded safety valve for over pressure.
- The Lid should be equipped with pressure interlock device. Also the heater should not start if the Lid is open.
- MCB for electrical safety.
- Independent over temperature safety cut-out.