



UTTAR PRADESH JAL NIGAM

ORIGINAL/DUPLICATE/TRIPPLICATE

OFFICE OF THE COMMUNITY PARTICIPATION UNIT,
U. P. JAL NIGAM, 6, RANA PRATAP MARG, LUCKNOW - 226001.

Tender form for Supply and Installation of Laboratory Equipments and Apparatus

(Tender Notice No. 751/W-16/ 37 Dated: 17.07.12)

Cost of one set of tender form (Set of three forms)	:	Rs. 2000.00 + 13.5% VAT
Earnest money to be deposited with the tender	:	Rs. 5.00 Lacs
Date of opening of tender	:	08.08.2012

Tender form issued to:

M/s

.....

.....

Joint Director
C.P.Unit
U. P. JAL NIGAM
LUCKNOW.

Note:- Rs.50/- will be charged extra towards postal charges if tender form is desired by post.

Tender Form with General Guideline and Instructions For Tenderers

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DISCLAIMER

1. Though adequate care has been taken in the preparation of this Tender Document, the Tenderer should satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the Joint Director Community Participation Unit, U.P.Jal Nigam immediately. If UP Jal Nigam receives no intimation, it shall be deemed that the Tenderer is satisfied that the Tender Document is complete in all respects.
2. Joint Director Community Participation Unit, U.P.Jal Nigam reserve the right to reject any or all of the Bids submitted in response to this Tender at any stage without assigning any reasons whatsoever.
3. Joint Director Community Participation Unit, U.P.Jal Nigam reserves the right to change any or all of the provisions of this Tender. Such changes would be intimated to all parties procuring this Tender Document.
4. Tenderers are expected to examine and go through all terms and condition and instructions contained in these Documents, and ensure that all the information is furnished in the desired manner.

GUIDE LINE FOR TENDERERS

- 1- The tenderers should read carefully Important Notes on Page No. 6 to 8 of the tender documents before filling the tender documents.
- 2- The tenderers are required to provide all the information in the fill in blanks at Page No. 9, 10, 12 & 28-43.
- 3- The tenderers are required to furnish bank Guarantee Bond for Earnest Money as per format given on page No.44-45.
- 4- Tenders are to be submitted in two bids, which will consist of 2 separate parts one Technical and other Financial. Technical bid will be opened first. Financial bid of only those tenderers whose technical bid has been found satisfactory will be opened. The technical bid shall include Documents supporting the eligibility of tenderer as well as the Technical specifications of the project etc.

Please note that if the tenderers do not furnish the above information, their tender is likely to be rejected.

5. Tenderers are expected to examine and go through all terms and condition and instructions contained in these Documents, and ensure that all the information is furnished in the desired manner.

OTHER INSTRUCTIONS TO TENDERERS

1. Tenderers are expected to examine and go through all terms and condition and instructions contained in these Documents, and ensure that all the information is furnished in the desired manner.
2. The tenders are invited under two bids in which tendering process will be completed in following 3 stages Each stage will take place as below, on the date and time mentioned against them.

Stages of Tendering	Scheduled time	Scheduled date
Opening of technico-commercial bid. (Containing Technical bid)	13:00 hrs	08/08/2012
Opening of Financial bid	12:00 hrs	09/08/2012



U. P. JAL NIGAM

6, RANA PRATAP MARG, LUCKNOW

No. 751 / W-16 / 37

Dated : 17.07.2012

" NOTICE INVITING TENDER (NIT) "

Sealed tenders on behalf of Chairman, U.P. Jal Nigam, are invited from experienced & reputed manufacturers/ suppliers having requisite experience and financial capabilities for works for establishment of Water Quality Testing Laboratories at different locations as per following details:-

Sl. No.	Name of work	Earnest Money (in Rs.)	Date of Sale of Document	Last Date of Submission	Date of Opening	Completion Period (Month)
1	Supply and Installation of Laboratory Equipments and Apparatus, as per specifications and quantity mentioned in tender document for District level Water Quality Testing Laboratories in 75 districts of state.	5.00 Lacs	up to 06.08.2012	08.08.2012 By 12:00 hrs.	1. Technical bid on 08.08.2012, By 13:00 hrs 2. Financial bid on 09.08.2012 By 12:00 hrs	1 months

Terms & Conditions

1. Tender document can be obtained by the eligible bidders from the Office of the Joint Director, Community Participation Unit, Head office U.P. Jal Nigam, Lucknow during above mentioned period, on all working days between 10.30 AM to 16.30 hours against the payment of non-reimbursable / non refundable Rs. 2000.00+ 13.5% VAT (per set of three copies) by cash or by Demand Draft favouring the **Joint Director, Community Participation Unit, U.P. Jal Nigam, Lucknow**. The tender documents can also be obtained by post on bidder's risk for which Rs. 500.00 shall be payable extra as postal charges.
2. Interested bidders may also obtain tender document, by downloading it from U.P. Jal Nigam's website: www.upjn.org. The bids may be submitted, by remitting requisite cost of bid document in the form of DD/ pay order in favour of Joint Director, Community Participation Unit, U.P. Jal Nigam, Lucknow, in a separate envelope along with the bid. Bidder should not tamper any part of the document, under any circumstance, in the downloaded bid document. If found so, bidder shall be disqualified from bidding process and his bid security will be forfeited.
3. Cost of tender form is not refundable and tender form is non-transferable.
4. Tenders are to be submitted by eligible tenderers, in sealed envelope, on the departmental tender document which must be accompanied with required earnest money amounting to Rs. 5.00 lacs in the shape of NSC/ Post Office Saving Certificate/ F.D.R/C.D.R./Bank Draft/ Bank Guarantee of any Nationalised/ Scheduled Bank in India in the name of Joint Director, Community Participation Unit, U. P. Jal Nigam, Lucknow.
5. Tenders are invited on 2-bid system i.e. (1)Technical Bid (2)Financial Bid.
6. The undersigned reserves the right to reject any or all tenders without assigning any reason whatsoever, further no claims of applicant shall be considered in this regard.

Note:- Other necessary information, terms & conditions has been incorporated in the tender document.

(Satya Prakash)
Chief Engineer(Rural)

Copy:

1. PS to Managing Director, U.P. Jal Nigam for cognizance of Managing Director, U.P. Jal Nigam.
2. All Zonal Chief Engineers, U.P. Jal Nigam.
3. Joint Director, Community Participation Unit, U.P. Jal Nigam Lucknow, for necessary action. .
4. Joint Director Industries (Lucknow Circle) Kaiser Bagh, Lucknow for information.
5. Public Relation Officer. U. P. Jal Nigam, Lucknow, along with six copies of tender notice and CD of the same for immediate vide Publicity through Newspapers, with the request to send the intimation regarding date of first insertion of the tender notice in the News Papers (Lucknow/New Delhi).
6. Executive Engineer (EDP), with CD of tender notice for posting at U.P. Jal Nigam Website.
7. Notice Board.

Chief Engineer (Rural)

IMPORTANT NOTES

1.1 Tenderers may please note very carefully that tenders without earnest money and concurrence to deposit security amount in the event of acceptance will not be entertained.

MOST IMPORTANT:

1.1.1 Tenderers must note it carefully that the tenders of only those tenderers will be considered who are willing to carry out the complete work of Supply of equipments, Installation and 5 years Comprehensive Maintenance.

1.2 Earnest Money of Rs. 5.00 Lacs should be in the form of Bank Guarantee Bond from any Nationalised/ Scheduled Bank in India should invariably be put in a separate envelope. The Bank Guarantee Bond should be on non judicial stamp paper of Rs. 100/- and it should be valid for 12 months from the date of opening of tender in the prescribed form enclosed with this tender document.

1.3 **THE TENDER SHOULD BE SUBMITTED IN 3 ENVELOPES, and these three envelopes will be put in one big sealed envelope containing the complete tender documents.**

1.3.1 **ENVELOPE MARKED AS “ENVELOPE-1” CONTAINING THE EARNEST MONEY SHOULD ALSO CONTAIN THE FOLLOWING DETAILS. THIS ENVELOPE SHOULD BE SEALED TAGGED TO THE SEALED ENVELOPES CONTAINING THE BIDS :**

1.3.1.1 Whether period of validity of offer is as per **Clause 6 (Part-A)** of tender document or not.

1.3.1.2 Whether rates have been quoted F.O.R destination as required in tender documents.

1.3.1.3 Copy of valid Sales Tax/VAT registration certificate issued by the competent authority.

1.3.1.4 Details of Service Tax Registration along with a copy of Service Tax registration.

1.3.1.5 Income Tax and Sales tax Clearance.

This envelope shall be first opened. If it is found in order as per terms & conditions of the tender, then the envelopes containing the bids shall be opened and rates announced, otherwise the bid will be rejected.

1.3.2 **ENVELOPE MARKED AS “ENVELOPE-II (TECHNICAL BID)” SHALL CONTAIN TECHNICAL DETAILS as following;**

1.3.2.1 The filled up information on Annexure- 1 to 4

1.3.2.2 **Technical Specifications and drawings of Equipments being offered in the tender. The details should also include information as given in annexure-1**

1.3.2.3 **Experience certificates/ details of executed works.**

1.3.2.4 **Details of Turnover for the last 3 years.**

1.3.3 **ENVELOPE MARKED AS “ENVELOPE-III (FINANCIAL BID)” SHALL CONTAIN PRICE OFFER in Duplicate on the tender form.**

1.4 Tenderers may also note that registration with DGS&D, Director of Industries, Small Scale Industries Corporation etc. or experience of supply in the erstwhile LSGED shall not entitle them to any relaxation in so far as provision in Para 1.1 is concerned.

2.1 The tenderers are required to quote their rate as per terms & conditions specified in the tender documents.

2.2 TENDERS SUBMITTED AGAINST THE TERMS OF THE TENDER DOCUMENTS ARE LIKELY TO BE SUMMARILY REJECTED AND WILL NOT BE INCLUDED IN THE COMPARATIVE STATEMENT. IN VIEW OF THIS THE TENDERERS ARE REQUIRED TO SUBMIT DECLARATION PART-I REGARDING ACCEPTANCE OF ALL THE TERMS & CONDITIONS OF THE TENDER DOCUMENT.

3. Sales Tax/VAT, Excise Duty & any other statutory levy on the finished product should in no case be included in the rates tendered in the schedule of rates but these shall be quoted separately.
4. Only tenders from manufacturers / Authorized distributors will be accepted.
5. Telegraphic offer shall not be entertained.
- 6.1 The tenderers are required to submit their experience certificate along with other details as per annexure given on page-12 of the tender documents.
- 6.2 **The tenderers are required to submit the following along with their offer.**
 - 6.2.1 Whether the industry is Small Scale or Large/Medium & a scanned copy in support of above is to be attached.
 - 6.2.2 Installed capacity.
 - 6.2.3 Licensed capacity.
 - 6.2.4 Actual production in the previous years.
 - 6.2.5 A duly authorized officer of the Jal Nigam may inspect the factory of the successful tenderer and after receipt of the satisfactory inspection report from him the question of entering in to contract/agreement will be considered.
7. The tender should be signed only by a person to whom the power is delegated by the competent authority and who is authorized in the name and on behalf of company/ firm to do so and become a party.
8. The tenderer shall ensure that the tender is positively received in the designated offices before or on the date and up to the time of receipt of tender as per schedule given in the tender notice. However, if any tender is received by post up to the scheduled date and time of opening of tender, the same shall also be considered. U.P. Jal Nigam will not be responsible for late receipt of tender in the office of Joint Director, Community Participation Unit on account of postal delay etc. and such tender(s) shall not be entertained.
9. Documents what-so-ever submitted after the schedule time of receipt of tenders as per Clause-8 above, on the date of opening of the tender shall not be considered. All papers must invariably be submitted with the tender in duplicate.
10. **Tender forms are given in triplicate from this office. The tenderers are required to submit the tenders in duplicate duly filled in and signed properly. The tender document issued shall be filled. In case of any discrepancy in rates in copies of Schedule-A, the rates of envelope opened first will be treated as authentic.**
11. Enclosed proforma of Check-list as per Annexure-4 must be filled and signed by the tenderers.
12. **Tenderers must note it carefully that form of declarations and other such forms and memorandums etc. attached with this tender document must invariably be filled up completely and duly signed by a person(s) authorised to do so. Other blank spaces meant to be filled by tenderers must also be filled up, otherwise the offer will be treated incomplete and will be liable for rejection.**
13. In case the date of opening of tender is declared a Public Holiday, the tenders shall be opened **on the next working day**. If the last date for sale of tenders is declared a public holiday, the tenders would be sold up to the next working day and the tenders would then be opened on the next working day thereto.
14. **The prices quoted shall remain firm during the period of the currency of the contract and subsequent contract to accomplish the work mentioned in tender notice in totality**, but any increase/decrease in any statutory levy on the finished product shall be adjustable on production of satisfactory documentary proof.
15. **BRIEF DESCRIPTION OF WORK :**

The Laboratory equipments and apparatus are to be supplied at 75 different District Level Laboratories. The total quantity will be same as shown in the Schedule-A, however the quantities of each item may vary from district to district.

16. ELIGIBILITY :

The Manufacturer/ Distributer should comply the criteria mentioned in above Paras and should have technical experience, implementation experience and financial capability to undertake Supply, Installation and Maintenance of Laboratory Equipments

17. SCOPE OF WORK :

The work includes: Supply, Installation and Maintenance of Laboratory Equipments at different locations in 75 districts of State.

Agreement for Supply, in various districts of Uttar Pradesh as detailed in Schedule-A shall be executed between Joint Director, Community Participation Unit and tenderers will have to supply the material to the district level offices as per the dispatch instructions given by him.

18. NOTE :

AFTER OPENING OF TENDERS/ OR ON A SUITABLE TIME, THE TENDERERS WILL HAVE TO GIVE A LIVE DEMONSTRATION BEFORE OFFICERS OF U.P. JAL NIGAM, AT LUCKNOW, OF THEIR SYSTEMS FOR WHICH THE RATES HAVE BEEN QUOTED BY THEM. ALL COSTS IN THIS REGARD WILL HAVE TO BE BORNE BY THE TENDERERS.

DECLARATION PART-I

(Item-2.2 of IMPORTANT NOTE)

It is hereby declared that I/We the undersigned have read and examined all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender under proper lawful power of attorney.

It is also certified that all the terms and conditions etc. of the tender document are fully acceptable to me/us except the following clauses / sub-clauses.

Sl. No.	Clause/Sub Clause No.	Remarks
i)		
ii)		
iii)		

Date :

SIGNATURE

Address :

NAME

DESIGNATION ON BEHALF OF

DECLARATION PART-II

I/We deposit herewith an earnest money of **Rs. 5.00 Lacs** in the following form as per item **1.2 of Important Note**.

I/We also agree to deposit requisite security money as per Clause-15 of this tender document.

The details of deposit of earnest money are given below.

Sl. No.	Description	Amount Rs.	Name of Issuing Bank
1.	Bank Guarantee No. & Date of any Nationalised/Scheduled Bank in India.	5,00,000/-	

Note : 1) EACH CUTTING IN BANK GUARANTEE SHALL HAVE TO BE SIGNED & STAMPED BY THE BANK OFFICIAL WHO HAS ISSUED THE BANK GUARANTEE, OTHERWISE THE BANK GUARANTEE SHALL NOT BE ACCEPTED.

2) The Stamp Papers used for above cited earnest money or any other declaration shall invariably be purchased from any Government Treasury/Sub Treasury only.

Date :

SIGNATURE

Address :

NAME

DESIGNATION ON BEHALF OF

MEMORANDUM

FOR THE SUPPLY OF FLUORIDE REMOVAL UNITS

Should my/our offer is accepted, I/We hereby agree to abide and fulfil the terms and conditions annexed, hereto and within 15 days of the date of receipt of an information of acceptance of my/our offer from the Chief Engineer (Rural), U.P. Jal Nigam, Lucknow we shall communicate in writing my/our acceptance of such offer and shall also execute an agreement embodying the conditions hereto attached. I/We also agree that the specifications, terms and conditions set forth in the offer from the Chief Engineer (Rural), Uttar Pradesh Jal Nigam, Lucknow together with its acceptance thereof in writing by me/us shall be the agreement.

I/We further agree that in the event of my/our failure to convey my/our acceptance of the offer from the said Chief Engineer (Rural) within **7 days (Seven days)** of its receipt as above, it will be open to the said Joint Director, Community Participation Unit to withdraw the offer and forfeit the earnest money deposited by me/us.

Date : The day of , 2012.

Supplier : Signature:

Name:

Address:

Witness : Signature:

Name:

Address:

(FORM OF EXPERIENCE)

(TO BE FILLED BY THE TENDRER)

I/We have supplied the equipments noted below to various organisations to their entire satisfaction. I / We also enclose true copies of certificates of our experience.

Sl. No.	Order No. & Date	Address by whom order placed	Details of materials ordered & supplied	Value of the material ordered and supplied
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DATED :

**SIGNATURE & ADDRESS
OF THE TENDERER**

UTTAR PRADESH JAL NIGAM
6, RANA PRATAP MARG, LUCKNOW

PART- 'A'

GENERAL GUIDE LINES AND INSTRUCTIONS/NOTE FOR TENDERERS

Please carefully go through these papers and ensure compliance as non compliance of any of these conditions may make your offer invalid.

1. DEFINITIONS

1.1 NIGAM/DEPARTMENT

Uttar Pradesh Jal Nigam.

1.2 MANAGING DIRECTOR

Managing Director of U.P. Jal Nigam.

1.3 CHIEF ENGINEER (Rural)

Chief Engineer of Uttar Pradesh Jal Nigam, In charge of Rural Water Supply at Jal Nigam Head Quarter, Lucknow.

1.4 CHIEF ENGINEERS(ZONE)

Chief Engineers of Uttar Pradesh Jal Nigam, having administrative control of consigees of their Zones. At present the Chief Engineers (Zone) are stationed at Gorakhpur, Allahabad, Lucknow, Kanpur, Jhansi, Agra, Faizabad, Moradabad & Ghaziabad.

1.5 JOINT DIRECTOR, COMMUNITY PARTICIPATION UNIT

Joint Director, Community Participation Unit of U.P. Jal Nigam, Lucknow who will operate the contract for Schedule-A (here in-after called the Engineer).

1.6 CONSIGNEE

Executive Engineer/Project Manager of U.P. Jal Nigam having control of the Laboratories for which material is ordered or any other officer who will be authorised by the Engineer.

1.7 SUPPLIER

The party (ies) with whom the contract may be entered for supply, installation commissioning AND comprehensive maintenance of equipments for a period of 5 Years from the date of commissioning.

Note: (i) The Nigam reserves the right to reject any or all the tenders without assigning any reasons thereof.

(ii) The Nigam also reserves the right to split the tender among one or more suppliers and any supplier can be asked to supply any item (full or part requirement) as given in Schedule -A

2.1 DEPOSIT

The tenderers shall deposit Rs. 5.00 Lacs as Earnest Money in the forms mentioned in item 1.2 of important note along with the tenders.

The Engineer shall have the right to enhance the amount of Earnest Money as and when required.

2.2 After the acceptance of the offer for supply, the part of the amount of earnest money deposited in the shape of fixed deposit receipt/call deposit/bank draft will be retained as a part of the security money for the satisfactory completion of the agreement and will be refunded 6 month after completion of supply of all orders placed up to twelve calendar months after the date of entering into an agreement under this contract and for this purpose the date up to which the deposit should be valid shall be extended to the extent considered necessary by the Engineer.

2.3 The supplier shall also have to deposit security as detailed in Clause-15 of this document for the performance of all the conditions and stipulation of the agreements in addition to earnest money deposited with the tender (Para-2.1). No interest will be payable by the Nigam on the Earnest Money or Security Deposit.

3. **SIGNING OF TENDER**

3.1 The tender is liable to be ignored if complete information is not given therein. Please note that conditions given in the tender documents shall govern the contract. It may please be noted carefully that till such time that a fresh agreement is drawn up embodying the agreed conditions, the conditions given in the tender document shall govern the contract. The tenderers should note this carefully.

3.2 The individual signing the tenders and/or other documents should specify whether:

3.2.1 He is the sole proprietor of the firm or constituted attorney of such sole proprietor.

3.2.2 A partner of the firm, if it is a partnership firm. In such case he must have authority to refer to arbitration dispute concerning the business of the membership by virtue of partnership agreement or a power of Attorney.

3.2.3 Constituted attorney of the firm, if it is a company under the meaning of Company Law, a scanned copy of the power of attorney should be attached.

3.2.4 Managing Director/President/Chairman/Company Secretary in case of limited Co. having authorization for committing the company from its Board of Director or as is required under Co. Law and.

3.2.5 President or Secretary in case of registered co-operative society having such power through Law/Bylaws or by special resolution.

4. **Important Notes**

4.1 In case of partnership firms, where no authority to refer disputes concerning the business of the partnership to arbitration has been conferred on any partner, the tender and all documents attached there-to must be signed by each and every partner of the firm.

4.2 A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind each other and if on inquiry it appears that the person so signing has no authority to do so, the Chief Engineer may without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

4.3 In other cases, scanned copy of the resolution/authorization/attorney should be submitted with the tender.

4.4 **VAGUE OFFERS :**

Offers indicating a number of manufacturers shall not be considered and as such the tenderer must make SPECIFIC MENTION of the particulars of the manufacturer on whose behalf the tenderer has quoted the rates. In case the tender is submitted by supplier and the Annexure-B regarding undertaking from manufacturer is not enclosed duly filled up on the prescribed proforma, the offer will be treated as vague and will not be considered.

5. **IMPORT LICENSE**

No assistance for the procurement of import license or raw materials will be given unless otherwise specified in the tender notice.

6. PERIOD FOR WHICH THE OFFER SHALL BE VALID

- 6.1** The tenders should remain open for acceptance for a period of 150 days from the date of opening unless otherwise specified. The validity period can be extended if the Engineer and the supplier both agree mutually. In case, however, the day up to which the offer is to remain open happens to be a public holiday/is declared public holiday for Govt. offices, the offer shall remain open for acceptance till the next working day.
- 6.2** The offer/tender of the firm shall, for all purposes, deemed to have been accepted and contract made the moment the acceptance letter is signed by the Chief Engineer or Joint Director, Community Participation Unit and posted and become out of hand of Joint Director, Community Participation Unit.

7. AUTHORITY LETTER

- 7.1.1** The tendering firm (other than manufacturers) should submit along with their offer an authority letter from their principals (who should be the manufacturer) that they are authorised suppliers, along with the manufacturers undertaking in the prescribed Annexure-B.
- 7.1.2** In normal course, a dealer agreement (copy attested by Notary Public) once in each year or whenever there is a change should be submitted to the Joint Director, Community Participation Unit.
- 7.1.3** It shall be the duty of the tenderer as well as the principal to inform the Engineer any material change that takes place in the above agreement during the finalisation/pendency of the contract. Failure to do so may entail civil as well as criminal liability and this is without prejudice to the Chief Engineer's rights to cancel the order or take such necessary action as he may deem fit.
- 7.2** The authority letter should be speaking and specific and should clearly bring out the relation of the Principal and Supplier. It should speak of territory and acts assigned to the supplier.
- 7.3** The Principal should commit themselves through this authority letter for shortcomings/defects/sub-standard supply/supplies not according to norms of law of land etc.
- 7.4** Vague authority letters, business letters shall not be considered as authority letters and such offer may be ignored outright.

8. Deleted.

9. PAPERS RELATING TO SALES TAX/VALUE ADDED TAX(VAT)

- 9.1** Please mention Central Sales Tax/VAT registration number in the tender.
- 9.2** Firms registered with Commercial Tax Department and/or U.P. firms should enclose scanned copy of VAT clearance certificate (not older than 6 month) on the date of opening of tender in the form prescribed by Commercial Tax Department, without which the tender shall be liable to be ignored.
- 9.3** Outside U.P. firms who do not come within the purview of Commercial Tax Department should submit scanned copy of valid Sales Tax registration certificate issued by the competent authority failing which tenders shall be liable to be ignored.

10 EXPIRY OF VALIDITY OF DOCUMENTS

When the validity of certain documents called for has expired and renewal has been applied for, but issuing authority has not issued the revalidated documents, affidavit on general stamp paper of Rs. 10/- should accompany the tender. Please do not forget this, as tender otherwise shall be liable to be ignored.

11 SUBMISSION OF DOCUMENTS

Until & unless asked by the Engineer specifically, documents, whatsoever, submitted after the scheduled time of receipt of tender on the date of opening of tender shall not be considered. **Please submit all papers in duplicate.**

12.1 CANCELLATION OF TENDER

Successful tenderers may be asked to deposit security by the date specified in the acceptance letter. In case they fail to deposit the security by the specified date. The Chief Engineer reserves the right to withdraw the acceptance letter without any prior notice to the party concerned and the earnest money will be forfeited.

12.2 The Chief Engineer reserves the right to Quash/Reject all or any one of the tenders, or to split up the contract without assigning any reason and in super session of any of the conditions given herein or after.

13. WITHDRAWAL AND RESUBMISSION OF TENDER

Once the tender has been submitted, it can not be withdrawn till the deadline for submission of tenders. If a tenderer desires to withdraw his tender before the expiry of the validity period, the Chief Engineer may agree to allow such withdrawal but in such a case the earnest money may be forfeited. If the Chief Engineer does not allow such withdrawal and accepts the tender and the tenderer fails to perform his part of the contract, the earnest money deposited shall be forfeited besides other consequences for breach of the contract.

14. REJECTION OF DEFECTIVE MATERIALS:

14.1 Suppliers out of any one lot not acceptable and rejected by any or more of the consignees because of being of inferior quality shall be replaced with the material of proper and acceptable quality as per laid down specifications, by the supplier at his own cost & risk within 30 days of receipt of notice to that effect. In addition to the replacement of the sub standard material as aforesaid the supplier shall be liable to pay to the department 2% of the cost of the material so rejected & same shall be deducted from the bill of the supplier by the consignee.

14.2 In case the supplies made in any subsequent lot by the same supplier are also found to be sub standard & are rejected by any one or more of the consignees, the supplier shall be required to replace the sub standard materials as aforesaid in Para 14.1 above but for such rejection out of the IInd lot, the liability of the supplier shall be to pay @ 5% of the value of the rejected material.

14.3 In case the supplies are found to be sub-standard & of inferior quality given in the IIIrd consecutive lot & the same be established after joint sampling as per respective clause of tender in the presence of Superintending Engineer & authorised representative of the supplier, notwithstanding actions being taken as per paras 14.1 & 14.2 above, supplier shall be taken to black list for next 3 years & his security money lying with the department shall be forfeited.

- 14.4** Subject to provision of this agreement, the supplier will have the right to appeal before the Chief Engineer (Rural), U.P.Jal Nigam, Lucknow, in case of action against him as per Para 14.1 & 14.2, provided that the appeal is filed within 10 days of the receipt of the notice & that the decision of Chief Engineer (Rural) shall be final in this respect. In case of rejection as per Para 14.3, the appeal shall be filed before the Managing Director/Chairman, U.P. Jal Nigam within 15 days of the receipt of the notice & the decision of Managing Director/Chairman shall be final in this respect.
- 14.5** In the event of non-removal of rejected material by the supplier as aforesaid within the said period of 30 days, it shall be lawful for the Chief Engineer to authorise the Indenting officer to sell by public auction any rejected materials or goods and in such case the supplier shall be credited with the sale proceeds thereof after deducting all penalty/cost incurred but will not be entitled to any loss or damage that may be occasioned by such sale.

PART- 'B'

TERM AND CONDITIONS

15. SECURITY CLAUSE

The Security money will be 10% of the cost of work allotted to the tenderer. The security money would be kept deposit by the Engineer which would be released after 12 months from the successful completion of the contract period. The security money will be a cash security of the aforesaid amount in the form of bank draft or a Bank Guarantee of the aforesaid amount from any Schedule/Nationalised Bank on the prescribed proforma of the department. Such security in the form of Bank Guarantee Shall be valid for 12 months from the date of start of the contract bond in the first instance but may have to be extended by the supplier when required and ordered by the Engineer to cover the 12 months period from the date of last supply under the contract. However if the Engineer so desires, the value of security to be deposited may be increased at his discretion at any stage and at any time.

The firm will have to enter into an MOU with U.P.Jal Nigam, at the time of agreement, for maintenance of equipments for 5 years after installation and commissioning of equipment.

15.1 IN CASE OF A BANK GUARANTEE

If the period of contract or supply or for any reason extended, the supplier shall have the Bank Guarantee extended up to the period of 12 month after the date up to which the contract or the supply period is extended or he shall furnish a fresh Bank Guarantee for the same amount or as directed by Engineer to cover a period of 12 months beyond the extended period and if the supplier fails to do so, it will amount to a breach of the contract there by entitling the Engineer to encash the Bank Guarantee."

- 15.2 The security money shall be released after satisfactory completion of 5 year maintenance period of all the work against the orders placed under this contract and after deduction of any sum or sums, which may become due from the supplier.

16. RATES

- 16.1 The rates for supply of materials as per attached specifications and quoted in Schedule-A for each item are on the basis of F.O.R. respective sites in various districts of Uttar Pradesh including cost of materials, packing & forwarding charges, insurance charges and freight etc., but are exclusive of statutory duties such as Central Sales Tax/VAT, Excise Duty, Octroi and any other Central/State Govt. levies which are to be shown separately and shall be payable as applicable. **The rates should be quoted after taking into account any benefits accruing under MODVAT SCHEME.**

Any increase decrease in the rate of Excise Duty or Central Sales Tax/VAT on the finished product shall be payable or recovered as the case may be.

The Form-C for concessional Central Sales Tax, if necessary shall be furnished to the supplier by the consignee on written demand of the supplier. Since the materials are required at a number of stations, the order can be for part truck load also.

16.1.1 Present rates of Taxes and Duties or any other levies to be charged extra over the quoted rates in Schedule-A will be as under :

- (a) Value Added Tax (VAT).
- (b) Concessional Central Sales Tax against Form-C.
- (c) Excise Duty.
- (d) Any other Taxes/Levies.

16.2 PRICE VARIATION :

16.2.1 The prices quoted in Schedule-A shall **remain firm** during the period of currency of the contract. Only increase/decrease on account of any statutory levy on finished product shall be adjustable on production of documentary evidence.

16.2.2 In case of any decrease in statutory levy on the finished product, it will be the responsibility of the supplier to furnish details of such reduction to U.P. Jal Nigam latest within **30 (Thirty) days** of release of such Notification.

17. MODE OF TRANSPORTATION :

17.1 The rates given in Schedule-'A' are F.O.R. respective sites in various districts of Uttar Pradesh by road transport, including unloading and stacking etc at site.

18. TRANSIT INSURANCE :

Material is to be supplied duly insured against all risks during transit.

19. OCTROI CHARGES :

The consignee shall pay octroi charges direct to the municipal authorities, if applicable and the same shall not be on supplier's account. The arranging of octroi exemption passes shall be the responsibility of consignee without any liability on the supplier

20. BANK CHARGES :

Bank charges, whatsoever, shall have to be borne by the supplier and shall not be paid by the Nigam in any case.

21. GUARANTEED QUANTITY :

21.1 The quarterly guaranteed quantity is during the currency of the agreement. The supply will be in proportion to the guaranteed quantity during every month. After placing of firm order the supplies should be started within a week's time if materials are available in ready stock otherwise within four weeks time positively.

22. FORCE MAJEURE :

The contract shall be governed by the force majeure clause as specified below:-

If at any time during the acceptance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reasons of any war, hostility, acts of this public enemy, civil commotion, sabotage, fires, floods, strikes, lockouts, explosions, epidemics, quarantine restrictions or other acts of God, King, Government Ruler (here-in-after reference to as eventualities) then provided notice of the happening of any such eventuality is given by either party to other within 15 days from the

date of occurrence there of, neither party shall by reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance and deliveries under this contract shall be resumed as soon as possible after such eventuality has come to an end or ceased to exist, and the decision of the Chief Engineer as to whether the deliveries have to be so resumed or not shall be final and conclusive.

23. VALIDITY :

23.1 The contract for supply shall ordinarily remain in force up to twelve calendar months from the date of entering in to contract but it can be terminated at any time and at any stage by the Engineer during the validity of the contract without assigning reason. No claim or damage on account of such termination of the contract shall be entertained.

23.2 The validity period can, however, be extended if the Engineer and the supplier both agree mutually.

23.3 Order received during the closing days shall be completed in due course in accordance with the condition and terms of this contract even though in some cases supplies cannot be arranged within the stipulated date of the currency of the contract.

24. ORDERS :

24.1 After the rates quoted by the supplier are accepted and the contract is executed, order/orders shall be placed under this contract by the Engineer or his authorized representative.

24.2 CANCELLATION OF SUPPLY :

The Engineer shall have the right to cancel, modify reduce or suspend the quantity of the materials ordered to any extent, at any time before the supply is completely affected without assigning any reason. The supplier will not have objection to this and will also not be entitled to any claim compensation for any cancellation, modification, reduction or suspension of any order in part or full at any time and at any stage on the ground that such materials were manufactured or purchased from other firm for supply to Jal Nigam. But the materials actually loaded in to railway wagons if supported by documentary proof before the date of receipt of cancellation, modification, reduction, suspension or amendment of the order by the supplier, will be accepted by the department.

25. TRANSFER OF AGREEMENT :

The supplier shall not transfer or assign this agreement to any other person or firm without permission of the Engineer. In the event of the suppliers transferring or assigning the order whole or part to anyone without permission, he shall be considered as having thereby committed a breach of agreement in question and shall make the supply order liable to be cancelled and the earnest money and security money shall be liable to be forfeited.

26. SUPPLY :

- 26.1** The materials shall be despatched to the consignees(s) at the place(s) stated in the order or as desired by the consignee(s) duly insured against all risks during the transit.
- 26.2** The supplier shall also furnish a statement to the Engineer by 7th of every month indicating consignee wise the quantity supplied during the preceding month and cumulative quantities supplied up to the preceding month on the prescribed proforma attached as Annexure-'C' or on any other proforma which the Engineer may prescribe from time to time.
- 26.3** The materials ordered are to be dispatched by the supplier only after it has been checked that the materials fulfil all the tests and specifications referred to in this contract. The supplier will also furnish the following undertaking in writing along with each consignment to the consignee :

The materials booked under GTR.No. _____ dated _____ have been manufactured as per relevant standard specifications and dispatches have been made after checking that the materials supplied have successfully withstood all the tests required and also in accordance with the terms and conditions of the contract. We also undertake to replace or rectify part or whole quantity as the case may be, free of cost or to take back the materials and remit cost there of, at the discretion of the Engineer. If the materials are found defective either before or after installation and commissioning, the cost of the removal of defective materials, along with all liabilities, expenditure resulting from such removal will be payable by us on receipt of necessary intimation from the consignee.

- 26.4** Materials rejected or refused by the consignee(s) on account of inferior quality or any other reason even after pre-delivery inspection, if any, shall have to be removed by the supplier at his own risk and expenses within 30 days from the date of issue of notice of such rejection or refusal. In the event of default/incompliance of the notice by the supplier it shall be lawful for the consignee to sell by auction any rejected material and in such case the supplier shall be credited with the sale proceeds after the deduction of all the costs and expenses incurred on such sale and the materials rejected and auctioned.
- 26.5** In the event of any dispute between the supplier and consignee, the matter narrated in clause 26.5 above would be referred to the Engineer and the decision taken by him is to be followed.
- 26.6** In case of any dispute not settled, the matter would be referred to Chief Engineer who will act as an arbitrator and his decision would be final and binding on supplier and as well as on the Engineer.

26.7 DATE OF COMPLETION OF SUPPLY :

The date of actual receipt of materials by the consignee shall be taken as the date of completion of supply.

27. PAYMENTS :

- 27.1** 75% of payment of the value of supplies shall be released after receipt of material in satisfactory condition at the laboratory (as directed by Engineer). Remaining 25% of value of supplies shall be released after satisfactory completion of work including the installation, commissioning & satisfactory trial run for 30 days of the system(s).
- 27.2** Payment for Comprehensive Maintenance shall be paid pro-rata.

28. LIQUIDATED DAMAGES ETC. :

- 28.1** In the event of the materials not having been supplied in accordance with the order and as per terms and conditions of the agreement and not despatched by the time and/or to the place specified therein, the Engineer/consignee shall recover from the supplier the amount of liquidated damages from any money due to the supplier or from the sum held as earnest/security money or dues pending in the Nigam. This recovery shall be @1% per day of the value of materials remaining to be supplied at the end of due date for completion of supply up to a maximum of 25 days during which the supply is not completely effected.
- 28.2** Further on the expiry of 25 days after the due date for completion of supply, it shall also be lawful for the Engineer to purchase the required materials of any suitable quantity containable in the open market at the risk and cost of the supplier, who, in addition to the aforesaid liquidated damage, shall be liable to pay loss or damage caused by the said purchase.
- 28.3** The Chief Engineer may allow additional time for completion of supply in consideration of circumstances beyond the control of the supplier to the extent considered justifiable and may decide to forego the whole or part of the aforesaid liquidated damage.
- 28.4** In case of non-performance in any form or shape of the terms and conditions of the contract, the Chief Engineer shall have the power to annul, rescind or cancel this contract and upon his notice in writing that he has done so, given by registered letter, the contract shall absolutely determine on the date of issue of such notice.

29. PARALLEL CONTRACT :

The Chief Engineer's right to place parallel contract(s) at a later date is reserved. Parallel contract for these stores with other firms will be arranged as and when needed. It will be the discretion of the Chief Engineer to place supply order with such holders of contract as will be considered more convenient and suitable to meet the requirements during the currency of the contract.

30. ARBITRATION CLAUSE :

- 30.1** In case of Dispute or difference arising between the Engineer and the Supplier OR the Chief Engineers (Zone) and the Supplier relating to any matter arising out of or connected with this agreement, such disputes or differences shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 (three) arbitrators, one each to be appointed by the Engineer and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration/The Institution of Engineers (India).
- 30.2** If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (30.1) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Indian Council of Arbitration/The Institution of Engineers (India), shall appoint the Arbitrator. A certified copy of the order of the Indian Council of Arbitration/The Institution of Engineers (India), making such an appointment shall be furnished to each of the parties.

30.3 Arbitration proceedings shall be held at **LUCKNOW, U.P., India** and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

30.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.

30.5 Where the value of the contract is **Rs. 500 Lacs** and below, the disputes or differences arising shall be referred to the sole Arbitrator. The sole Arbitrator should be appointed by agreement between the parties, failing such agreement, the sole Arbitrator would be appointed by the appointing authority, namely Indian Council of Arbitration/The Institution of Engineers (India).

31. APPLICABLE LAW :

The parties to this agreement agree to **LUCKNOW COURTS ALONE** shall have the jurisdiction over all matters including arbitration matters arising out of this agreement.

31.(A) ADDRESS OF THE FIRM :

The address of the supplier mentioned as under will be deemed to be relevant for all correspondence that the Engineer/Consignee may enter into with the supplier. All letters sent on the aforesaid address will be deemed to have been delivered to the supplier.

ADDRESS

PART- 'C'

SPECIFICATION AND ANNEXURES

32. SPECIFICATIONS GENERAL :

- 32.1** The equipment should be capable to work/operate in the laboratories, under normal conditions, at different locations in the state of Uttar Pradesh.
- 32.2** The equipment should be packed in appropriate & sturdy boxes for safe transportation and storage. Packing should be sturdy and adequate to protect all parts, components and accessories from injury by corrosion, dampness, heavy rains, breaking and vibration encountered during transportation, handling and storage at the site. In the event of any deviation, the responsibility for damage to the consignment shall rest with the supplier.
- 32.3** The suppliers should have adequate testing facilities in their factories to carry out required tests to ascertain the proper functioning of the equipment.
- 32.4** The factories/ warehouse of the suppliers are likely to be inspected by the Engineer or his authorized representative to verify that the supplier manufactures quality goods and they have necessary testing facilities as required. The supplier will have to give the following undertaking with this tender:-

I/We _____ hereby certify that I/We Manufacture/Supply all the materials for which we have offered rates in this tender/contract. I/We further certify that I/we have all necessary equipments/facilities for producing quality goods and have all necessary facilities to carry out various required tests.

- 32.5** In the event of the suppliers not being found to qualify as per requirements laid down, the earnest money or security money deposited by him/them shall be liable to be forfeited.

33. SPECIFICATIONS :

33.1.1 Turbidity Meter

Principle of Operation	Nephelometric non-ratio
Turbidity Range	0 to 1000 NTU
	0.01 NTU (0 to 19.9 NTU)
	0.1 NTU (20.0 to 99.9 NTU)
Resolution & Accuracy	1 NTU (100 to 1000 NTU)
	& $\pm 2\%$ of reading + 0.01 NTU
Repeatability	$\pm 1\%$ of reading or ± 0.01 NTU
Special Functions	Auto-Ranging; Self-diagnostic
Power Requirements	Battery operated

33.1.2 VISIBLE SPECTROPHOTOMETER SPECIFICATION –

The spectrophotometer instrument shall be a multi-wavelength, Visible spectrophotometer designed for laboratory analysis of multiple analytes. System should be preprogrammed for environment parameter application like Arsenic, Fluoride, Iron, Nitrate, Chloride, Nitrite, Sulphate, **Phosphate, Copper, Lead, Manganese, Mercury, Zinc, Boron, Cyanide, Chromium, Cadmium, Barium, Ammonia (Total and albuminoid), Nitrogen (Kjeldahl Nitrogen), TOC, Dissolved Oxygen**, Phenols, Poly-Chlorinated Biphenyls, Surfactants, Metalochlor, Chloramines, Benzotrizole, Total Petroleum Hydrocarbon (Organic/Volatile/Acid), Detergents (Anionic Surfactants), Anionic, Triazole, Trihalomethanes, QAC (in ppm/ppb ranges) etc.

Technical Specification :-

- WAVELENGTH RANGE : Visible Range; Accuracy: +/-1nm; Resolution: 0.1nm
- SPECTRAL BANDWIDTH : 2 nm
- LAMP/LIGHT SOURCE : Gas filled tungsten (VIS)
- PHOTOMETRIC RANGE : +/-3.00 ABS
- DISPLAY : Backlit LCD, Touch screen graphical.
- READOUT MODES : Concentration, Absorbance, Transmittance (%).
- Self-test at power up including wavelength calibration and automatic Lamp alignment
- Should be capable of working as a stand-alone and as well as possess a PC and Printer Interface facility with USB.
- Memory capacity for 1000 Single measured values from the measuring modes {Concentration, Absorbance, Transmittance (%)}
- Internal memory sufficient for 100 spectra and 400 curves.
- System should come with multi-cell holder, power cord (230V), 1-inch matched glass sample cells, 1-cm matched quartz sample cell, manual and Dust Cover for Equipment.
- **Optional:** Flow Through Attachment.

Analytical Balance With External Calibration

Precision Balance should be auto setting with glass cabinet, analytical draft shield chamber, level indicator, AC adopter and Dust Cover (Capacity: 200 grams ;Accuracy: 0.0001 gram)

Readability	0.1mg
Capacity	Not less than 200g
Repeatability	0.1mg
Linearity	0.2mg
Tare Range (subtractive)	210g
Calibration	Automatic External Calibration

33.1.3 Specification for Conductivity/ TDS Meter

Microprocessor based Conductivity meter with parallel temperature indication, TDS measurement, automatic temperature compensation, selectable & variable cell constant and memory for last 100 data sets. The instrument should have following features:

- Large screen that displays Conductivity or TDS readings with Temperature in °C or °F
- Auto-ranging across 5 Conductivity and TDS ranges
- Memory to holds data points
- Integral electrode holder

Conductivity	Range	1 μ S/cm to 200.0 mS/cm
	Resolution	0.01 μ S; 0.1 μ S ; 1 μ S ; 0.01 mS ; 0.1 mS
	Accuracy	± 1 % full scale
	Cal. Points	Automatic (4 points); maximum 1 per range; manual (5 points); maximum 1 per range
TDS	Range	1. to 100 ppt @ 0.5 TDS factor (to 200 ppt @ 1.0 TDS factor)
	Resolution	0.01 ppm; 0.1 ppm ; 1 ppm ; 0.01 ppt ; 0.1 ppt
	Accuracy	± 1 % full scale
Temperature	Range	0.0 to 100.0 °C / 32.0 to 212.0 °F
	Resolution	0.1 °C
	Accuracy	± 0.5 °C / ± 0.9 °F
	Coefficient (Per °C)	0.00 to 10.00 %

33.1.4 Specification of other items are mentioned in the schedule-A

33.2 **MARKING :**

33.2.1 Each system shall be marked with the following :

- Manufacturers name or trade mark or both.**
- Make & model.**
- Year of manufacture.**
- Supplied to U.P. Jal Nigam.**

34. **The tenderer should also provide the following details along with the tender :**

- Details of Components of System being offered :
- Type of equipment :
- Make :
- Model;
- Capacity of Equipment

35. **TEST REPORT :**

Each quoted product must accompany valid test certificate by accredited Laboratory. The test report must be enclosed with the tender.

36. **TEST OF EQUIPMENT AT USER LEVEL :**

36.1 All equipments covered under under the tender, on completion of installation and commissioning shall be subjected to inspection and test by the Inspecting agency authorised by UPJN/Govt. of U.P.

36.2 After supply and installation at site, all components, equipment as described under different category shall be checked to prove satisfactory performance and/ or fulfilment of functional requirements without showing any sign of defect as individual equipment and as well as a system.

37. **INSPECTION BY JAL NIGAM :**

37.1 An authorised officer of U.P. Jal Nigam not below the rank of Assistant Engineer could inspect the works of the manufacturer / authorised distributor for pre-delivery inspection of equipments to be supplied. The manufacturer/ authorised distributor shall have to provide facility for utilising testing equipments and machinery available in their units with their technical staff to be used by the Inspecting Officer of U.P. Jal Nigam **without charging any**

extra cost. All required tests shall be carried out by the technical staff of the firm under the guidance of inspecting officer. The manufacturer shall have to fully cooperate in this regard and shall not act in any way so as to cause any complaint, failing which, action will be taken against the manufacturer/supplier as the Engineer may deem fit.

38. USER'S MANUAL & TECHNICAL LITERATURE :

The technical literature and user's manual related to equipments shall be made available by the manufacturer in English. It should be in book form, using good quality paper with large font size. The manufacturer shall have to train the concerned laboratory staff thoroughly for smooth operation of the system and day-to-day routine maintenance.

INSTALLATION AND COMMISSIONING (E&C) :

39. The supplier shall be responsible for satisfying himself and local authorities deputed to this job, as to the correctness of the electrical and mechanical connections between all equipment in his supply. For all above work, the supplier shall furnish the required services of qualified engineer and other skilled and unskilled labour, erection tools, tackles and other required equipment. These materials shall be taken back by the supplier after the erection is complete.

40. MAINTENANCE :

During the maintenance period of five years the supplier shall ensure minimum four regular services in a year and replacement of any part equipment throughout the service contract as and when required. At the time of every service the consumables shall be changed invariably, or at regular interval whenever required. If necessary on request from the department, the supplier shall immediately attend the mal-functioning/non-functioning of the system and repair/replace the parts and ensure that the system is put into efficient working condition within five days of the breakdown reported, else penalty of 1% of the cost of equipment per day shall be imposed for delay and shall be recovered from the maintenance charges to be paid for that year.

41. The supplier shall ensure that the spare parts & accessories of the system for which rates are quoted by them should be available for a period of minimum five years from the date of commissioning of the system.

42. The supplier shall maintain a helpline no. and sufficient number of trained technicians.

**Joint Director
Community Participation Unit**

SCHEDULE - A (RATES)

RATES FOR SUPPLY OF LABORATORY EQUIPMENTS

IMPORTANT NOTE :

1. The rates must be quoted F.O.R. respective sites, in various districts of Uttar Pradesh by Road Transport inclusive of cost of materials, transit insurance, packing & forwarding charges, unloading & stacking at site etc.
2. Rates of comprehensive maintenance for 5 years shall be given total for 5 years. the payment shall be made on pro-rata basis.

Sl. No.	Description of Material	Unit	Qty	Rate (In figures and words)			Amount (In figures and words)
				Rate of Equipment	Tax	Rate of Comprehensive maintenance for 5 years.	
1	Hot Plate 300x 450 mm with thermostatic control (1500/2000 watts)	Nos.	75				
2	Precision Balance, auto setting with glass cabinet. Readability- 0.1mg Capacity- Not less than 200g Repeatability- 0.1mg Linearity- 0.2mg Tare Range (subtractive)- 210g Calibration- Automatic External Calibration	Nos.	15				
3	Double pan, chainomatic air damped analytical balance 200gm capacity with external manipulation of weight including weight box		75				

Sl. No.	Description of Material	Unit	Qty	Rate (In figures and words)			Amount (In figures and words)
				Rate of Equipment	Tax	Rate of Comprehensive maintenance for 5 years.	
4	<p>Conductivity/ TDS meter: Microprocessor based with parallel temperature indication in °C or °F, Conductivity/TDS measurement, Direct reading, Digital display automatic temperature compensation, selectable & variable cell constant and memory for last 100 data sets. With following specifications:</p> <ul style="list-style-type: none"> • Auto-ranging across 5 Conductivity and TDS ranges • Up to 5-point push button calibration • Integral electrode holder • <u>Conductivity</u> Range - 1 µS/cm to 200.0 mS/cm Resolution -0.01 µS; 0.1 µS ; 1 µS ; 0.01 mS ; 0.1 mS Accuracy ±1 % full scale Cal. Points : Automatic (4 points); maximum 1 per range; manual (5 points); maximum 1 per range • <u>TDS</u> Range -1. to 100 ppt @ 0.5 TDS factor; 101 to 200 ppt @ 1.0 TDS factor Resolution - 0.01 ppm; 0.1 ppm ; 1 ppm ; 0.01 ppt ; 0.1 ppt Accuracy ± 1 % full scale • <u>Temperature :</u> Range 0.0 to 100.0 °C / 32.0 to 212.0 °F Resolution 0.1 °C Accuracy ± 0.5 °C / ± 0.9 °F Coefficient (Per °C) 0.00 to 10.00 % 	Nos.	60				
5	<p>Nephelo meter (Turbidity meter), dual power operated (power/ battery).</p> <ul style="list-style-type: none"> • Turbidity Range- 0 to 1000 NTU • Resolution & Accuracy: <ul style="list-style-type: none"> ○ 0.01 NTU (0 to 19.9 NTU) ○ 0.1 NTU (20.0 to 99.9 NTU) ○ 1 NTU (100 to 1000 NTU) ○ ± 2% of reading + 0.01 NTU • ± 1% of reading or ± 0.01 NTU • Auto-Ranging; Self-diagnostic 	Nos.	60				

Sl. No.	Description of Material	Unit	Qty	Rate (In figures and words)			Amount (In figures and words)
				Rate of Equipment	Tax	Rate of Comprehensive maintenance for 5 years.	
6(a)	<p>Visual Spectro –photometer (Multi-wavelength, Visible spectrophotometer designed for laboratory analysis of multiple analytes, preprogrammed for environment parameter including Arsenic, Fluoride, Iron, Nitrate, Chloride, Nitrite, Sulphate, Phosphate, Copper, Lead, Manganese, Mercury, Zinc, Boron, Cyanide, Chromium, Cadmium, Barium, Ammonia (Total and albuminoid), Nitrogen (Kjeldahl Nitrogen), TOC, Dissolved Oxygen, Phenols, Poly-Chlorinated Biphenyls, Surfactants, Metalochlor, Chloramines, Benzotrizole, Total Petroleum Hydrocarbon (Organic/ Volatile/Acid), Detergents (Anionic Surfactants), Anionic, Triazole, Trihalomethanes, QAC (in ppm/ppb ranges) etc.</p> <p>Technical Specification :- - WAVELENGTH RANGE: Visible Range; Accuracy: +/-1nm; Resolution : 0.1nm - SPECTRAL BANDWIDTH : 2 nm - LAMP/LIGHT SOURCE : Gas filled tungsten (VIS) - PHOTOMETRIC RANGE : +/-3.00 ABS - DISPLAY : Backlit LCD, Touch screen graphical. - READOUT MODES : Concentration. Absorbance, Transmittance (%). - Self-test at power up including wavelength calibration and automatic Lamp alignment - Should be capable of working as a stand-alone and as well as possess a PC and Printer Interface facility with USB. - Memory capacity for 1000 Single measured values from the measuring modes {Concentration. Absorbance, Transmittance (%)}</p> - Internal memory sufficient for 100 spectra and 400 curves. - System should come with multi-cell holder, power cord (230V), 1-inch matched glass sample cells, 1-cm matched quartz sample cell, manual and Dust Cover for Equipment. - Optional: Flow Through Attachment.	Nos.	50				
6(b)	<p>Reagents for use in testing by Visible Spectrophotometer as in above item 6(a). For 1000 tests of Arsenic, Fluoride, Iron, Nitrate, Chloride, Nitrite, Sulphate</p>	Set	50 set				

Sl. No.	Description of Material	Unit	Qty	Rate (In figures and words)			Amount (In figures and words)
				Rate of Equipment	Tax	Rate of Comprehensive maintenance for 5 years.	
6(c)	Reagents for use in testing by Visible Spectrophotometer as in above item 6(a) for 100 tests for Phosphate, Copper, Lead, Manganese, Mercury, Zinc, Boron, Cyanide, Chromium, Cadmium, Barium, Ammonia (Total and albuminoid), Nitrogen (Kjeldahl Nitrogen), TOC, Dissolved Oxygen, Phenols, Poly-Chlorinated Biphenyls, Surfactants, Metalochlor, Chloramines, Benzotrizole, Total Petroleum Hydrocarbon (Organic/ Volatile/Acid), Detergents (Anionic Surfactants), Anionic, Triazole, Trihalomethanes, QAC (in ppm/ppb ranges) etc.	Set	50 set				
7	Magnetic stirrer, with speed control device and Teflon paddle	Nos.	60	50+15			
8	Water Bath (thermostatic), ± 0.25 C with <ul style="list-style-type: none"> • Range 0 to 100° C Accuracy 0.1° C • Size: 330 X300 X 175 mm 	Nos.	60	65			
9	Distillation Unit Stainless steel capacity 5 litre/ hour (water purification system) with fixing etc complete.	Nos.	60	15			
10	Autoclave: Inner chamber made of SS304 grade, outer of MS fitted with pressure gauge, steam release valve, pressure regulator. 450mm x 250mm dia.	Nos.	75				
11 (a)	Aluminium Tray 12" X 15"	Nos.	150				
11 (b)	Aluminium Tray 12" X 12"	Nos.	150				
12	Sample carrying ice box 12 litre capacity	Nos.	225				

Sl. No.	Description of Material	Unit	Qty	Rate (In figures and words)			Amount (In figures and words)
				Rate of Equipment	Tax	Rate of Comprehensive maintenance for 5 years.	
13	O.T.Test Kit	Nos	75				
14	<p>pH Meter- Microprocessor based pH/mV/Temperature meter with LCD display, BNC connection pH electrodes, automatic multipoint calibration, automatic temperature compensation between 0 to 50°C, parallel temperature display. Consisting of the following: Basic meter, Temperature probe, Buffer Gel for pH 4.01, 7.00 & 10.01, Single junction pH electrode, stand with flexible arm, electrode holder and universal power adapter.</p> <ul style="list-style-type: none"> ● Large, easy-to-read display ● Up to 5-point calibration with auto-buffer recognition ● Memory to hold up to 100 data points ● Integral electrode holder ● Accuracy 0.01 pH, Range: 0-14 ph and Built in GLP function. 	Nos	75				
15	<p>Hot Air oven 15" x 15" x 18" Temperature Range upto 250°C</p> <ul style="list-style-type: none"> ➤ Size: 455 X 455 X 455 mm ➤ Complete Stainless steel 304 qty. with epoxy powder coating 	Nos	75				
16	Test tube stand (aluminium) for 18mm test tube	Nos	375				
17	Pipette Case made of Aluminium for Autoclaving	Nos	150				
18	Non-Absorbant cotton (450 gm packing)	Packet	750				

Sl. No.	Description of Material	Unit	Qty	Rate (In figures and words)			Amount (In figures and words)
				Rate of Equipment	Tax	Rate of Comprehensive maintenance for 5 years.	
19	Incubator 18" x 18" x 24" of aluminium chamber	Nos	75				

Signature of tenderer

NOTE :

1. Concessional Central Sales Tax against Form-C / VAT @ is payable extra on Ex-Works Rates.
2. Rates must be quoted in Figures and Words both.
3. All columns and 'fill in the blanks' of Schedule-A must be filled by the tenderers.

Signature of tenderer

ANNEXURE-1

FORMAT FOR TECHNICAL BID

NOTE :

1. **PLEASE FILL UP ALL THE INFORMATION IN THIS QUESTIONNAIRE CAREFULLY AND ATTACH WITH TECHNICAL BID**
2. **Please attach relevant document to support the information given in the format and wherever any document is attached the serial no. of attachment show also be mentioned.**

A. QUALIFICATION CRITERIA

Sr. No.	Criteria	Mention Compliance Yes/No
	<u>Eligibility for participation in the Tender:</u>	
	The work is addressing the drinking water quality testing in rural areas throughout the State. Only the manufacturers/ authorised distributors of equipment or their authorised representatives, having technical experience, implementation experience and financial capability to undertake implementation and maintenance contract for 5 years efficiently are required to be participate in the tendering process, under following criteria. <u>(The Tendering firm must fulfil all the following Criteria) :</u>	
1	<u>Technical Criteria:</u>	
a	Bidder should be a registered manufacturing / assembling unit or its authorised representative. Bidder must submit a self certified copy of manufacturing certificate issued by competent authority in favour of manufacturer	
b	The bidder should have minimum 3 years experience in the field of manufacturing / Assembling and servicing of equipments. Self certified copies of 05 supply orders, at least 01 for each of last three years, received from Govt. departments/PSUs, along with certificate of successful commissioning and functioning of equipments be submitted.	
2	<u>Financial Criteria:</u>	
a	Average annual turnover for last three years should be at least Rs. 500.00 Lacs (Year 2011-12, 2010-11, 2009-10. Self certified Copies of audited balance sheet for each financial year must be attached.	
b	The Bidder should have a registration of IT/VAT, a self certified copy of registration certificate must be attached.	
3	<u>After Sale Support:</u>	
	Existing Servicing Network in the Districts of the State for efficient, adequate and Uninterrupted servicing is preferable. List having complete address contact person and contact Nos. of service centres in Uttar Pradesh State is to be attached with Technical Bid.	

Note: The Bid not fulfilling the above criteria may be rejected.

B. BIDDER QUALIFICATION DATA

1. Name of the Firm:
2. Address Head Office:
3. Address of Manufacturing/Assembly Premises:
4. Telephone Nos. :
5. Fax No. :
6. E-mail :
7. Status (Attach documentation / tick mark and initial):

(a) Individual	<input type="checkbox"/>	(b) Partnership firm	<input type="checkbox"/>
(c) Private Limited Company	<input type="checkbox"/>	(d) Limited Company	<input type="checkbox"/>
8. Date of Company's Incorporation:
9. Company's PAN No. :
10. Services Tax Registration No. :
11. P. F. Registration No.:
12. Date of starting business:
13. Fields of professional expertise:
14. Total Experience in the required project related fields –
15. Total Nos. of equipments and manufactured, supplied and installed in last ten years _____ nos.
16. Total Nos. of equipments on hand for installing and commissioning _____ nos.
17. Annual Financial Turnover (Rs. In lacs):
 - i. 2011 – 12 : Rs. _____ Lacs
 - ii. 2010 – 11 : Rs. _____ Lacs
 - iii. 2009 – 10 : Rs. _____ Lacs
18. No of Service centres in Uttar Pradesh (List with complete address, Contact person, contact nos. is to be attached separately on letter head) _____ nos.
19. Whether the company is currently possessing : ISO-9001:2000 and if so certification no. _____ : Y/N
Certificate No.:
20. Whether the company is Uttar Pradesh based SSI unit :
SSI Registration No. Y/N Certificate No.:
21. Whether company is Registered with NSIC : Y/N
NSIC Registration No. and Valid till date:
Company Rubber Seal and Sign Date :

C. Special Terms & Conditions:

Sr. No.	Terms & Conditions	Compliance Yes/No
1	A copy of price bid duly filled in with the details of quoted products & its Make & Models, without mentioning the price must be submitted with the Technical Bid.	
2	In case of non-submission/non-availability of desired information and documents in the Technical Bid, the Technical Bid shall be rejected and submission of related information/documents later will not be accepted.	
3	The bidder(s), penalized or debarred by any Govt. Deptt./Semi Govt. Deptt., Institution or PSU or marketing facility/assistance extended to them is withdrawn, are not eligible for participating in this Tender, during the period of such penalty(s). Wherever, in such cases the period of penalty imposed is not specified, it will be treated for 02 years.	
4	Supply, Installation and Maintenance for 5 years shall be carried out by the supplier, and for this purpose all types of arrangements shall have to be made by the supplier.	
5	The supplier shall also carry out training and orientation of laboratory staff for the proper use of equipments.	
6	Schedule of payment	
7	The payment shall be made in the following manner:	
	1. On receipt of supply in departmental store or Site (as decided by Engineer/ Consignee) - 75% of quoted cost.	
	2. After installation, testing, commissioning & trial run of 30 days - Balance of total cost (subject to condition that 10% security in form of Bank Gaurentee/ deduction from bills is available with the department).	
8.	The technical literature and user manual related to supplied equipments shall be made available by the manufacturer.	
9.	The manufacturers have to provide a comprehensive service contract for the equipments continuously for five years from the date of installation and commission.	
10.	During comprehensive service contract of five years the supplier shall ensure minimum four services in a year and replacement of any part of purification system throughout the service contract as routine maintenance. At the time of every service the consumables shall be changed invariably, or at regular interval whenever required. If necessary on request from the department, the supplier shall immediately attend the mal-functioning, non-functioning of the equipment and repair/replace the parts and ensure that the system is put into efficient working condition within five days of the breakdown reported else penalty equivalent to 1% cost of equipment shall be imposed for delay and shall be recovered from the security deposited by the firm.	

**D. GENERAL TERMS & CONDITIONS
(To be submitted with Technical Bid)**

Sl. No	Detail	Compliance Yes/No
1	The tenderers should quote rates for onsite comprehensive guarantee/warranty of min. five year from the date of installation and commissioning of Unit. The manufacturers have to provide a comprehensive service contract for the equipment continuously for five years from the date of installation and commission.	
2	The tenderers may also quote charges for Onsite Comprehensive Annual Maintenance Service Contract for post guarantee/warranty after five years, which shall be applicable only after expiry of the guarantee/warrantee period of five years.	
3	Tenderers shall furnish original technical literature in two sets, with the Technical Bid.	
4	Deviation from tender specification, tender conditions etc. must be clearly mentioned and should be indicated wherever applicable against the tender specification.	
5	The quoted rates for Supply and Installation shall be FOR destination any where in Uttar Pradesh, exclusive of excise/custom duty, sales/commercial tax, service tax if applicable, installation, transit, insurance, packing, forwarding, and freight etc.	
	OTHER REQUIREMENTS RELATED WITH MAHCINES:	
6	Technical broucher giving details of Major Components of the System, dimensions, technical details, accuracy, least count and other features should be provided for each equipment. The above details should be given in the Annexure- F	
7	Warrantee: The manufacturers have to provide a comprehensive service contract for the equipment continuously for five years from the date of installation and commission.	
8	Demonstration: The tenderers are required to demonstrate the Equipment /Machine on receipt of information for date and venue after the technical evaluation of offers are carried.	

F. Technical Specifications of items to be supplied.

The tenderer are required to submit the technical details of each item in following manner:

Sl. No.	Description of Material	Specifications offered by tenderer	Make/ Model	Broucher of model attached (yes/no)
1	2	7		
1	Hot Plate 300x 450 mm with thermostatic control (1500/2000 watts)			
2	Precision Balance, auto setting with glass cabinet. Readability- 0.1mg Capacity- Not less than 200g Repeatability- 0.1mg Linearity- 0.2mg Tare Range (subtractive)- 210g Calibration- Automatic External Calibration			
3	Double pan, chainomatic air damped analytical balance 200gm capacity with external manipulation of weight including weight box			
4	Conductivity/ TDS meter: Microprocessor based with parallel temperature indication in °C or °F, Conductivity/TDS measurement, Direct reading, Digital display automatic temperature compensation, selectable & variable cell constant and memory for last 100 data sets. With following specifications: <ul style="list-style-type: none"> • Auto-ranging across 5 Conductivity and TDS ranges • Up to 5-point push button calibration • Integral electrode holder • <u>Conductivity</u> Range - 1 µS/cm to 200.0 mS/cm Resolution -0.01 µS; 0.1 µS ; 1 µS ; 0.01 mS ; 0.1 mS Accuracy -±1 % full scale Cal. Points : Automatic (4 points); maximum 1 per range; manual (5 points); maximum 1 per range • <u>TDS</u> Range -1. to 100 ppt @ 0.5 TDS factor; 101 to 200 ppt @ 1.0 TDS factor Resolution - 0.01 ppm; 0.1 ppm ; 1 ppm ; 0.01 ppt ; 0.1 ppt Accuracy ± 1 % full scale • <u>Temperature :</u> Range 0.0 to 100.0 °C / 32.0 to 212.0 °F Resolution 0.1 °C Accuracy ± 0.5 °C / ± 0.9 °F Coefficient (Per °C) 0.00 to 10.00 % 			
5	Nephelo meter (Turbidity meter), dual power operated (power/ battery). <ul style="list-style-type: none"> • Turbidity Range- 0 to 1000 NTU • Resolution & Accuracy: <ul style="list-style-type: none"> ○ 0.01 NTU (0 to 19.9 NTU) ○ 0.1 NTU (20.0 to 99.9 NTU) ○ 1 NTU (100 to 1000 NTU) ○ ± 2% of reading + 0.01 NTU • ± 1% of reading or ± 0.01 NTU • Auto-Ranging; Self-diagnostic 			

Sl. No.	Description of Material	Specifications offered by tenderer	Make/ Model	Broucher of model attached (yes/no)
6(a)	<p>Visual Spectro –photometer (Multi-wavelength, Visible spectrophotometer designed for laboratory analysis of multiple analytes, preprogrammed for environment parameter including Arsenic, Fluoride, Iron, Nitrate, Chloride, Nitrite, Sulphate, Phosphate, Copper, Lead, Manganese, Mercury, Zinc, Boron, Cyanide, Chromium, Cadmium, Barium, Ammonia (Total and albuminoid), Nitrogen (Kjeldahl Nitrogen), TOC, Dissolved Oxygen, Phenols, Poly-Chlorinated Biphenyls, Surfactants, Metalochlor, Chloramines, Benzotrizole, Total Petroleum Hydrocarbon (Organic/ Volatile/Acid), Detergents (Anionic Surfactants), Anionic, Triazole, Trihalomethanes, QAC (in ppm/ppb ranges) etc.</p> <p>Technical Specification :- - WAVELENGTH RANGE: Visible Range; Accuracy: +/-1nm; Resolution : 0.1nm - SPECTRAL BANDWIDTH : 2 nm - LAMP/LIGHT SOURCE : Gas filled tungsten (VIS) - PHOTOMETRIC RANGE : +/-3.00 ABS - DISPLAY : Backlit LCD, Touch screen graphical. - READOUT MODES : Concentration. Absorbance, Transmittance (%). - Self-test at power up including wavelength calibration and automatic Lamp alignment - Should be capable of working as a stand-alone and as well as possess a PC and Printer Interface facility with USB. - Memory capacity for 1000 Single measured values from the measuring modes {Concentration. Absorbance, Transmittance (%)} - Internal memory sufficient for 100 spectra and 400 curves. - System should come with multi-cell holder, power cord (230V), 1-inch matched glass sample cells, 1-cm matched quartz sample cell, manual and Dust Cover for Equipment. - Optional: Flow Through Attachment.</p>			
6(b)	Reagents for use in testing by Visible Spectrophotometer as in above item 6(a). For 1000 tests of Arsenic, Fluoride, Iron, Nitrate, Chloride, Nitrite, Sulphate			
6(c)	Reagents for use in testing by Visible Spectrophotometer as in above item 6(a) for 100 tests for Phosphate, Copper, Lead, Manganese, Mercury, Zinc, Boron, Cyanide, Chromium, Cadmium, Barium, Ammonia (Total and albuminoid), Nitrogen (Kjeldahl Nitrogen), TOC, Dissolved Oxygen, Phenols, Poly-Chlorinated Biphenyls, Surfactants, Metalochlor, Chloramines, Benzotrizole, Total Petroleum Hydrocarbon (Organic/ Volatile/Acid), Detergents (Anionic Surfactants), Anionic, Triazole, Trihalomethanes, QAC (in ppm/ppb ranges) etc.			
7	Magnetic stirrer, with speed control device and Teflon paddle			
8	Water Bath (thermostatic), ±0.25 C with <ul style="list-style-type: none"> • Range 0 to 100° C Accuracy 0.1° C • Size: 330 X300 X 175 mm 			
9	Distillation Unit Stainless steel capacity 5 litre/ hour (water purification system) with fixing etc complete.			
10	Autoclave: Inner chamber made of SS304 grade, outer of MS fitted with pressure gauge, steam release valve, pressure regulator. 450mm x 250mm dia.			

Sl. No.	Description of Material	Specifications offered by tenderer	Make/ Model	Broucher of model attached (yes/no)
11 (a)	Aluminium Tray 12" X 15"			
11 (b)	Aluminium Tray 12" X 12"			
12	Sample carrying ice box 12 litre capacity			
13	O.T.Test Kit			
14	<p>pH Meter- Microprocessor based pH/mV/Temperature meter with LCD display, BNC connection pH electrodes, automatic multipoint calibration, automatic temperature compensation between 0 to 50°C, parallel temperature display. Consisting of the following: Basic meter, Temperature probe, Buffer Gel for pH 4.01, 7.00 & 10.01, Single junction pH electrode, stand with flexible arm, electrode holder and universal power adapter.</p> <ul style="list-style-type: none"> ● Large, easy-to-read display ● Up to 5-point calibration with auto-buffer recognition ● Memory to hold up to 100 data points ● Integral electrode holder ● Accuracy 0.01 pH, Range: 0-14 ph and Built in GLP function. 			
15	<p>Hot Air oven 15" x 15" x 18" Temperature Range upto 250°C</p> <ul style="list-style-type: none"> ➤ Size: 455 X 455 X 455 mm ➤ Complete Stainless steel 304 qty. with epoxy powder coating 			
16	Test tube stand (aluminium) for 18mm test tube			
17	Pipette Case made of Aluminium for Autoclaving			
18	Non-Absorbant cotton (450 gm packing)			
19	Incubator 18" x 18" x 24" of aluminium chamber			

G. Testing and inspection:

Sl. No.	Requirements	Compliance YES/NO
	Pre dispatch inspection:	
1	The equipments shall be subjected to a thorough pre dispatch inspection. All equipments shall be subjected to a random pre-dispatch inspection. The pre dispatch inspection will be carried out by any agency/ person authorised by the Engineer.	
2	During inspection the supplier should produce manual and technical details of equipments to be supplied under this contract. These document including guarantees / warranties / test certificate etc will be verified and authenticated by the inspecting officers/agencies. Such authenticated document should form a part of the total document required for claiming the bill for payment as per the schedule of payment.	
3	The supplier should offer total facility for pre dispatch inspection. At least one equipment in a lot of 25 equipments will be tested for proper functioning, under desired conditions.	

G. Packing, forwarding and transportation:

Sl. No.	Requirements	Compliance YES/NO
1	All accessories which are likely to get damaged during transit, if transported mounted on the equipment, shall be removed adequately packed and shipped separately. All inlet and outlet flanges shall be blanked with thick bolted wooden planks.	
2	Packing shall be sturdy and adequate to protect all assemblies' components and accessories from injury by corrosion, dampness, heavy rains breakage and vibration encountered during transportation, handling and storage at the plant site.	

H. Installation and Commissioning (E&C):

Sl. No.	Requirements	Compliance YES/NO
1	The tenderer shall be responsible for satisfying himself and local authorities deputed to this job, as to the proper installation and commissioning of the equipment. For this the tenderer shall furnish the required services of skilled and unskilled manpower as per requirement of work.	

ON NON JUDICIAL STAMP PAPER OF Rs.10/-

ANNEXURE-'2'

UNDERTAKING

WHEREAS M/s who are our suppliers have tendered to supply the materials manufactured by us to U.P. Jal Nigam and the U.P. Jal Nigam have required us to guarantee the quality, quantity and delivery schedule of our manufactured materials to be supplied by the above supplier, **we hereby guarantee as under :-**

1. That we shall be responsible for the quality and standard of the materials supplied by the above supplier in the same way as if it was supplied by us.
2. That in case any materials is found sub-standard or defective the same will be immediately replaced by the above supplier, failing which we ourselves undertake to replace such materials free of cost.
3. That we guarantee to supply the quantity guaranteed by the above supplier so that the U.P. Jal Nigam is able to get the required quantities according to the delivery schedule given by the U.P. Jal Nigam. In case of failure of the supplier we ourselves undertake to supply the materials at the prices quoted by the supplier. The necessary adjustment in prices, if any, will be settled by us with the supplier directly.
4. That the U.P. Jal Nigam will have the right of pre-delivery testing and inspection in our factory of the materials to be supplied through the supplier in the same way as it was supplied by us.

.....
(MANUFACTURER)

ANNEXURE- 3

DETAILS OF SUPPLY POSITION UP TO THE MONTH

C.B. No.....Dated.....

Name of Firm.....

Name of Material.....

Sl. No.	S.O. No. & Date & names of consignees with destination station	Position of Firm order(s) or dispatch instructions		Quantity in Nos.	Date of start of supply	Qty. supplied during the month	Cumulat-ive supply up to the month
		Date of sending by the consignee	Date of receipt by the Firm				
1	2	3	4	5	6	7	8

Notes:-

1. Supply position on this proforma in four copies should be furnished to the Engineer by 7th of every month.

ANNEXURE-'4'

CHECK LIST

NOTE : PLEASE FILL UP ALL THE INFORMATION IN THIS QUESTIONNAIRE CAREFULLY

1. NAME OF THE FIRM
2. POSTAL ADDRESS
- 3.1 TELEGRAPHIC ADDRESS
- 3.2 TELEPHONE NO(s)
4. LOCATION & ADDRESS OF WORKS
5. PARTICULARS REGARDING REGISTRATION
 - 5.1 WITH INDUSTRIES DEPTT
 - 5.1.1 AS SMALL SCALE OR MEDIUM OR LARGE INDUSTRY
 - 5.2 REGISTRATION NUMBER
 - 5.2.1 WITH UPSIC KANPUR.
5. IN CASE OF HAVING RATE CONTRACT WITH DGS&D FOR THE ITEMS COVERED UNDER THIS TENDER
 - 5.1 REFERENCE NO. OF RATE CONTRACT
 - 5.2 PARTICULAR OF ITEMS COVERED UNDER THE RATE CONTRACT.
 - 5.3 DATE UP TO WHICH THE RATE CONTRACT IS VALID.
- 6.0 WHAT IS YOUR:
 - 6.1 LICENSED PRODUCTION CAPACITY.
 - 6.2 INSTALLED PRODUCTION CAPACITY.
 - 6.3 ACTUAL PRODUCTION IN PREVIOUS YEAR (MENTION YEAR ALSO).
 - 6.4 QUARTERLY COMMITTED QUANTITY OFFERED TO U.P JAL NIGAM.
7. HAVE YOU ATTACHED PHOTOCOPY OF VALID
 - 7.1 INCOME TAX CLEARANCE CERTIFICATE
 - 7.2 VAT CLEARANCE CERTIFICATE
(In case of U.P. firms) which would preferably be not more than six months old.)
 - 7.3 VALID SALES TAX REGISTRATION CERTIFICATE.
8. NAME, DESIGNATION & ADDRESS OF AUTHORISED DEALER /AGENT/REPRESENTATIVE INCLUDING LOCAL AGENT, IF ANY.

SIGNATURE OF TENDERER(S)

Annexure-5
PROFORMA FOR BANK GUARANTEE BOND
(ON STAMP PAPER FOR RS.100/-)

This guarantee made this.....day ofby (Hereinafter called 'the Bank' which expression shall unless repugnant to the context include its successors and assigns) of the one part, IN FAVOUR OF THE UTTAR PRADESH JAL NIGAM, a Statutory Public Corporation established under Section-3 of the Uttar Pradesh Water Supply & Sewerage Act, 1975 [U.P. Act No. 43 of 1975] (hereinafter called U.P.Jal Nigam, which expression shall unless repugnant to the context, include its successors and assign) of the other part.

WHEREAS M/S (hereinafter called the contractors) have agreed to participate in the Tender for.....invited by U.P.Jal Nigam vide their Tender Notice No. /W-16/..... Dated 05.05.2011.....

AND WHEREAS in accordance with the tender notice the contractor have to furnish earnest money in the form of bank guarantee in the sum of Rs 15000000.00 (Rupees One Crore Fifty Lacs only) AND WHEREAS the Bank has accordingly at request of the contractors agreed to furnish this guarantee.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the premises the Bank hereby undertakes to pay on demand to the Corporation the sum of Rs 500000.00 (Rupees Five Lacs only).
2. The Bank shall pay to U.P.Jal Nigam on demand the sum under clause above without demur and without requiring U.P.Jal Nigam to invoke any legal remedy that may be available to it, it being understood and agreed FIRSTLY that U.P.Jal Nigam shall be the sole judge of and as to whether the contractors have committed breach or breaches, if any, of the terms and conditions of the said tender documents/contract and the extent of losses, damages, costs, charges, expenses caused to or suffered by or that may be caused to or suffered by U.P.Jal Nigam from time to time, shall be final and binding on the Bank and SECONDLY that the right of U.P.Jal Nigam to recover from the bank any amount under this guarantee shall not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the contractors with regard to their liability or the proceedings are pending before any Tribunal, Arbitrator, Court with regard thereto or in connection there with, and THIRDLY that the bank shall immediately pay the sum under clause to U.P.Jal Nigam on demand and it shall not be open to the Bank to know the reason of or to investigate or to go into the merits of the demands or to question or to challenge the demander to know any facts affecting the demand, and LASTLY that it shall not be open to the BANK to require proof of the liability of the supplier to pay the amount before paying the sum demanded under clause above.
3. The guarantee is in addition to and not in substitution for any other guarantee executed by the Bank in favour of U.P.Jal Nigam on behalf of the Contractors.

4. The contractors and U.P.Jal Nigam will be at liberty to vary and modify the terms and condition of the tender document/contract without affecting this guarantee, notice of which modifications to the bank hereby waived.

5. This guarantee shall not be affected by any change in the constitution of the Bank or of the suppliers nor shall the guarantee be affected by any change in the constitution of U.P.Jal Nigam or any amalgamation or absorption with any other body corporate and this guarantee will be available to or enforceable by such body corporate.

6. The neglect or forbearance of U.P.Jal Nigam in enforcing any payments of money, the payments whereof is intended to be hereby secured or the giving of time by U.P.Jal Nigam for the payments thereof shall in no way release the Bank from its liability under this deed.

7. This guarantee is irrevocable except with the written consent of U.P.Jal Nigam.

8. This guarantee shall come into force from the date hereof and shall remain valid till.....but if the period of the tender/contract is, for any reason, extended and upon such extension if the contractors fail to furnish fresh or renewed guarantee for the extended period, the Bank shall pay to the U.P.Jal Nigam the said of Rs.....or such lesser sum as U.P.Jal Nigam may demand.

IN WITNESS WHEREOF

for and on behalf of the Bank have signed this deed on the day and year above written.

Witnesses:

- 1.
- 2.

Signed by for and on
behalf of the Bank