



No. NIT- 20 / MGD-1 – Lko - HQ-I / 2009 – 10 / 1190 - 1204

Government of India  
Central Water Commission  
Middle Ganga Division No.I

Phone: (0522)2322181

FAX: (0522)2325028

Email: mgdlko2005@yahoo.co.in

Jaltarang Bhawan,  
Pratapbagh, Aliganj,  
Lucknow-226024

Dated: 12/03/2010

### NOTICE INVITING TENDER

Sealed Tenders are hereby invited by the undersigned on behalf of the President of India from the bonafide eligible reputed firms for the supply of items as per list enclosed, at MGD-1, Jaltarang Bhawan, Central Water Commission, Lucknow on or before 20/03/2010 upto 1500 hrs. The Tender shall be opened on the same day at 15.30 hours. Interested Tenderers may participate in the bid opening at 15.30 hours.

1. Name of Work : **Supply of Hydrological Equipment – Echo - Sounder.**
2. Estimated Cost : Rs. 3,00,000 /- (Rupees Three Lacs Only)
3. Earnest Money Deposit : @ 2.0% of Estimated Cost i.e. **Rs.6,000/- (Rupees Six Thousand Only )** by Cash / Demand Draft only in favour of the Executive Engineer, MGD-1, CWC, Lucknow payable at SBI, Lucknow for the firms who are not registered with the office of The C.E., UGBO, CWC, Lucknow. for supply of survey equipments.
4. Performance guarantee : @ 5 % of the tender & accepted value shall be deposited as performance guarantee by the successful tenderer.
5. Cost of tender paper : Rs.500/- (Rupees Five hundred only) Non-refundable and Non-transferable by Demand Draft only, in favour of the Executive Engineer, MGD-1,CWC, Lucknow payable at SBI, Lucknow.
6. Period of Sale of tender paper : The NIT forms can be purchase from the office of the Executive Engineer, MGD-1, CWC, Lucknow from 12/03/2010 to 19/03/2010 between 11.00 hrs. to 16.00 hrs. on all working days.  
**Tender document is also available on web site <http://www.cwc.nic.in>.**
7. Last Date of Receipt of tender paper : Dt: 20 / 03 / 2010 up to 15.00 hrs.
8. Date of Opening of tender paper : 20 / 03 / 2010 at 15.30 hrs. at the office of the Executive Engineer, MGD-1, CWC, Lucknow.
9. Time for Completion of Supply : 10 (Ten) days from the date of issue of letter of acceptance of tender.

Executive Engineer  
MGD-1,CWC, Lucknow

Copy for information / insertion in cwc web site / display on Notice board to :-

- 1) The Director, SMD, Central Water Commission, 628 Sewa Bhawan, RK Puram, New Delhi-110066.
- 2) The Superintending Engineer, H.O. Circle, CWC, Varanasi.
- 3) The Executive Engineer, MGD-II, CWC, Lucknow.
- 4) The Executive Engineer, LCD, CPWD, Lucknow
- 5) The Accounts Branch, MGD-1,CWC, Lucknow
- 6) Notice Board. UGBO, CWC, Indira Nagar, Lucknow.
- 7) Notice Board MGD-1,CWC,Lucknow
- 8)

Executive Engineer  
MGD-1, CWC, Lucknow.

EE, MGD-1,  
CWC, Lucknow

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION**

**REGION : UGBO, CWC, LUCKNOW**  
**CIRCLE : H.O. Circle, Varanasi**  
**DIVISION : MGD-1,CWC, Lucknow.**

**Tender & Contract for Supply**

Tender for the supply of: **Supply of Hydrological Equipment – Echo - sounder.**

- (i) To be submitted by 15.00 hours on 20/03/2010 to Executive Engineer, MGD1, CWC, Lucknow.
- (ii) To be opened in presence of tenderer(s) who may be present at 1530 hours on 20/03/2010 in the office of the Executive Engineer, MGD1, CWC, Lucknow.

Issued \_\_\_\_\_ to:

\_\_\_\_\_  
(Contractor)

Signature of officer issuing the documents \_\_\_\_\_

Designation \_\_\_\_\_

Date of Issue \_\_\_\_\_

**TENDER**

I/We have read and examined the notice inviting tender, all the terms and conditions, Schedules & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the supply of hydrological Equipments.

I/We hereby tender for the supply of hydrological Equipments specified for the President of India within the time specified and in accordance in all respects with the specifications and instructions in writing referred to in this tender document.

We agree to keep the tender open for one hundred and eighty (180) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs.6,000/- (Rupees Six Thousand Only) is hereby forwarded in Cash / Demand Draft of a Scheduled Bank as earnest money. If I/We fail to complete the supply specified I/We agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit for this supply referred to in the tender documents upon the terms and conditions contained or referred to therein.

I/We hereby declare that I/We shall treat the tender documents and other records connected with the supply as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/We agree that should I/We fail to complete the supply specified in the above memorandum within the time specified, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the president of India and in case of non-delivery of the ordered materials in time or/and for any other bad delivery performance or/and failure to render contracted service during the warranty period (summarily non compliance of due performance of contract by the supplier to whom order has been awarded), the Performance Security Deposit will be forfeited.

I/We hereby certify that none of my relative(s) is/are employed in the Central Water Commission.

**Dated.....**

**Signature of Contractor**

**Postal Address**

**Witness:**

**Address:**

**Occupation:**

## **ACCEPTANCE**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs. \_\_\_\_\_ )  
(Rupees

The letters referred to below shall form part of this contract agreement :-

- i) Notice Inviting Tender
- ii) Letter of contractor submitting tender.
- iii) Terms and Conditions of tender for the supply of "Hydrological Equipment", terms and conditions for contractor & schedule of rates
- iv) Other letters of contractor and the departmental officers that were exchanged before the tender is accepted.
- v) Letter of Executive Engineer communicating acceptance of the tender.
- vi) Purchase order issued by the Executive Engineer regarding supply (after submission of the PG by the contractor.)
- vii) Contract agreement in the given proforma.

For & on behalf of the President of India  
Signature:-

Designation: - Executive Engineer, Middle Ganga Division 1, Central Water Commission, Lucknow.

Date :-

## **Terms and Conditions of tender for the supply of “Hydrological Equipment- Echo - sounder”**

1. Blank tender document can be had in person by depositing the cost of tender as mentioned above (non-refundable) with the EE, MGD-1, CWC, Lucknow between 1100 Hrs to 1630 Hrs on all working days from 12/03/2010 to 19/03/2010.

2. While applying for the tender documents, Permanent Account Number and Service Tax Number should be quoted in the application along with the proof of having carried out the works as stated above and latest ITCC (proof of tax paid).

3. The Tender accompanied with Earnest Money must be submitted not later than 1500 Hrs on 20/03/2010 into specified tender box placed at the office of EE, MGD-1, CWC, Lucknow. Tenders received thereafter will not be accepted

The tender shall be placed in a sealed envelop, marked on it “Tender for the supply of Hydrological Equipment”. The tender received after due date will not be accepted and will be returned un - opened to the supplier. The undersigned will not be responsible for the postal delays.

The Tenders will be opened on the same day at 1530 Hrs in the presence of the tenderers or their authorized representatives, if any.

Blank tender document can also be downloaded from our website [www.cwc.nic.in](http://www.cwc.nic.in) in this case, the bids should be accompanied with the documents:

- a) the cost of blank tender document in the form of Bank draft of Rs 500/- in the name of EE, MGD-1, CWC, Lucknow payable at State Bank of India, Chowk Branch, Lucknow
- b) application having quoted rates by downloading from website along with the proof of supply experience, PAN, latest income tax return also.

THE EE, MGD-1, RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS OR ALLOT PART OF THE SUPPLY OF SUPPLY TO DIFFERENT AGENCIES WITHOUT ASSIGNING ANY REASON THEREOF.

4. Telegraphic Tender/Tender through FAX will not be considered.

5. Every tenderer must go through the terms and conditions carefully and understand them before submitting his tender. No excuse that the conditions have not been read or understood will be entertained later.

6. Tenderers participating in the tender should have at least 3 years standing in the supply of Hydrological Equipments. Similar equipments should have been supplied to a government department or Institution. List of such supply in the last three years along-with performance certificate from such purchasers on the satisfactory maintenance of the equipment supplied / commissioned / maintained should be enclosed to the application for purchase of tender document.

**7. Rate quoted should clearly mention at least one year warranty. The tenderers offering the rates should undertake the maintenance and supply of spares during the warranty. After sale , service facilities may be specifically mentioned.**

8. Tender should be submitted only for the Equipment asked for; Specifications are given in the schedule. When the offer is for an item having different specifications/ features functions, the difference between the item called for and the one offered by the tender shall be highlighted in the offer itself. The advantages shall also be mentioned.

9. The schedule of equipments attached gives only estimated requirements of this office. Notwithstanding the estimate or probable quantity or number, the Executive Engineer, Middle Ganga Division-1, Central water Commission, Lucknow has the right to order any quantity or any number of the articles mentioned in the schedule from time to time or not to order any quantity or any number of any such articles at all.

10. Instrument / Equipment to be supplied should be branded and their technical specification must be enclosed with the tender. The brochures/leaflets of products shall also be enclosed with the tender.

11. Any attempt on the part of the tenderer or their agent to influence the department will disqualify such tender.

12. a) Each tender must be accompanied by an Earnest Money Deposit of Rs. 6000/- otherwise, the tender will be rejected without notice. The amount should be paid either by Cash or by demand draft/banker's cheque payable to the Executive Engineer, Middle Ganga Division-1, Central water Commission, Lucknow. Non enclosure of EMD with the tender will result in rejection of the tender without further scrutiny.

b) The earnest money will be returned to the unsuccessful tenderers but retained in the case of successful tenderer for a period of six month.

13. In the case of firms which are registered with the Chief Engineer, Upper Ganga Basin, Central Water Commission, Lucknow attested Photostat copy of the certificate issued by the above office should be furnished along with the tender for exempting them from payment of E.M.D.

14. No interest will be allowed on E.M.D.

15. The tenderer is at liberty to quote for one or more or all the items. The rates of these items will be considered separately and individually.

16. The rates are to be quoted FOR destination inclusive of packing forwarding, freight, insurance if any at the office of the Executive Engineer, MGD – I, CWC, Jaltarang Bhawan, Pratapbagh, Aliganj, Lucknow – 24.

17. The rate should be quoted both in figure and in words. Special care should be taken to write the rate in figure as well as in words in such a way that interpolation is not possible

18. No insurance charges are payable. The supply should be made at the supplier's own risk for damages and breakages occurring in transit, the articles thereof should be replaced. VAT at the rate admissible may be levied.

19. The rate quoted should be valid for acceptance for a period of 180 days from the date of opening of the tender and once accepted should be firm and unaltered during the contract period.

20. THE FIRMS ARE REQUIRED TO QUOTE THEIR LOWEST RATES COMPARABLE TO THE RATE QUOTED FOR OTHER INSTITUTIONS ELSEWHERE. THE QUOTED RATE, IF FOUND AT A LATER DATE TO BE HIGHER COMPARED TO THE RATES OFFERED TO ANY OTHER INSTITUTION, THE DIFFERENCE IN COST WILL BE LIABLE TO BE RECOVERED/ADJUSTED FROM THE SUBSEQUENT PAYMENTS INCLUDING SECURITY DEPOSIT ETC., TO THE SUPPLIER FIRM.

21. No tenderer shall be allowed at any time and on any ground whatsoever, any claim for revision or modification of the rate quoted by him during the currency of the contract period. Clerical error, typographical error etc., committed by the tenderer in the tender form shall not ordinarily be considered after the opening of the tender.

22. Conditional tender will not be considered under any circumstance and the tender containing any conditions shall be summarily rejected without any further correspondence.

23. Tender not stipulating period of delivery and tender with price variation clause/subject to prior sale conditions shall be rejected.

24. Every correction in the tender should invariably be authenticated by the tenderer, failing which the tender will be rejected. Tender submitted should be duly authenticated( signed by the tenderer) on each page of tender.

25. The equipment shall be installed and commissioned by the trained engineers of supplier-firm, free of cost.

26. Test Certificate of the manufacturer should be furnished along with the supply.

27. Training of personnel shall be arranged at the place(s) where such equipment functions, at the expense of the supplier.

28. Selection of tenders would very much depend upon the efficacy/quality of the products offered. Sample/Demonstration if required, should be produced/arranged before the Executive Engineer, Middle Ganga Division-1, Central water Commission, Lucknow at the expense of the tenderer/contractor.

## **Terms and conditions for contractor**

1. In this deed of contract, unless the context otherwise requires:  
EE shall mean the Executive Engineer, MGD-1, CWC, Lucknow or Head Office of MGD-1, Central Water Commission, Jaltarang Bhawan, Pratapbagh, Aliganj, Lucknow-226024, and shall include his successors .  
The contractor shall mean the tenderer whose tender shall be accepted by Executive Engineer, MGD-1,CWC,Lucknow and shall include such tenderers heirs, legal representatives, successors and assignees.
  - 1.1. The contractor shall be deemed to have carefully examined all the papers, schedules, etc. attached to the NIT. If he has any doubt as to the meaning of any portion of any condition/ specification, etc. he shall before signing the contract submit the particulars thereof to Executive Engineer, MGD-1,CWC,Lucknow in order that such doubts are removed.
  - 1.2. The Supply, shall be completed within stipulated time/period as mentioned in the supply order. If the contractor fails to make the supply within stipulated time Executive Engineer, MGD-1,CWC,Lucknow may recover it from the contractor in manner mentioned in subsequent clauses of this section.
  - 1.3 In case of withdrawals or amends or impairs or derogates or non-compliance of Tender condition(s) of the offer in any respect within the validity period of the tender or refusal of furnishing PERFORMANCE GUARANTEE in the event of getting intimation of awarding the Purchase Order or If the contractor fails to make the supply within stipulated time, the Earnest Money Deposit will be forfeited.
  - 1.4 All items should be supplied strictly in accordance with the approved specifications.  
The article supplied by the contractor which in the opinion of the Executive Engineer, MGD-1, CWC, Lucknow, is found faulty or unfit for use shall be rejected. The opinion of Executive Engineer, MGD-1, CWC, Lucknow thereon in all respects will be final and conclusive and altogether operative and binding on the contractor and shall not be open or subject to question or dispute by the contractor on any ground whatsoever. If the equipments are not satisfactory and do not meet the specification offered by the firm the same will have to be removed from the institution immediately after receipt of intimation at the firm's own expenses.
  - 1.5. If the equipment supplied by the contractor has been partially or wholly used in the offices and subsequently found to be inferior in quality or description or are not in accordance with the specification or otherwise faulty or unfit for or unwholesome, then the contract price or prices of the equipment will be recovered from the contractor, if payment had already been made to him. Otherwise contractor will not be entitled to any payment whatsoever.
  - 1.6. The contractor should be prepared to accept orders subject to the penalty clause for forfeiture of security deposit in the event of default or failure to supply within the stipulated period.
2. **TERMS OF PAYMENTS:**
  - 2.1 The payment will be made on receipt of said items at site in good condition of the equipment and inspection of the Executive Engineer, MGD-1, CWC, Lucknow subject to fulfillment of all other terms and conditions of agreement to be entered into subsequently
  - 2.2 The firm (supplier) shall submit bill (in triplicate) along with an advance stamped receipt immediately after execution of the supply order in full for arranging payment.
  - 2.3 VAT will be deducted @ as applicable as per Govt. rules.

### 3. PERFORMANCE GUARANTEE

(I) The contractor shall submit an irrecoverable PERFORMANCE GUARANTEE of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) within three days of the date of issue of acceptance of tender. This guarantee shall be in the form of :

(a) Bank Guarantee in the form to be provided on next page.

(b) Fixed Deposit Receipt from a reputed Commercial Bank

In case a fixed deposit receipt of Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

(II) A letter of acceptance of tender shall be issued in the first instance informing the successful tendered of the decision of the competent authority to accept his tender and the purchase order shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure by the contractor to furnish the performance guarantee within the specified period, Government shall without prejudice to any other right or remedy available in law be at liberty to forfeit the earnest money absolutely.

(III) The Performance Guarantee shall be valid up to the date of completion of supply plus the warranty period of the delivered stores. In case the time for completion of supply gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time as well as the warranty period of the delivered stores.

The Performance Guarantee will be returned to the Supplier after satisfactory completion of the delivery as well as the warranty period of the delivered stores as per terms and condition of the contract

#### **No interest is payable on the Performance Guarantee amount.**

(IV) The Executive Engineer, MGD-1, CWC, Lucknow shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and / or without prejudice to any other provisions in the contract agreement) in the event of :-

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Executive Engineer, MGD-1, CWC, Lucknow may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the Agreement, within 30 days of the service of notice to this effect by Executive Engineer, MGD-1, CWC, Lucknow.

(V) In the event of the contract being determined or rescinded provisions of any of the clause / condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

**FORM OF PERFORMANCE SECURITY BANK GUARANTEE BOND**

1. In consideration of the President of India (hereinafter called The government) having agreed under the terms and conditions of Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ made between Executive Engineer, MGD-1,CWC,Lucknow and

\_\_\_\_\_ [hereinafter called the said contractor(s)\*] for the supply" Supply of Hydrological Equipment - Echo - Sounder at MGD-I, CWC, Lucknow" - (hereinafter called the said agreement) having agreed to production of a irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) as a performance guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we \_\_\_\_\_ (Indicate the name of the Bank) (hereinafter referred to as the Bank) hereby undertake to pay to the government on amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) on demand by the Government.

2. We \_\_\_\_\_ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

3. We, the said Bank further undertake to pay to the Govt. any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, out liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We \_\_\_\_\_ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and a fact during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Govt. under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Executive Engineer, MGD-1, CWC, Lucknow on behalf of the Govt. certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We \_\_\_\_\_ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary only of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or postpone for any time or from time to time any of the powers exercisable by the Govt. against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Govt. or any indulgence by the Govt. to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due o the change in the Constitution of the Bank or the contractor(s).

7. We \_\_\_\_\_ (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Govt. in writing.

8. This guarantee shall be valid up to \_\_\_\_\_ Unless extended on demand by Govt. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ (indicating the name of Bank).

EE, MGD-1,  
CWC, Lucknow

4. **The successful tenderer shall be required to sign the contract agreement in the given proforma with the Executive Engineer, MGD-1, CWC, Lucknow within 3 days from the date of issue of purchase order.**

5. **ESCALATION:**

No escalation is applicable in this contract.

6. **TERMINATION OF CONTRACT:**

6.1 Executive Engineer, MGD-1,CWC,Lucknow reserves the right to cancel the contract at any moment without assigning any reason thereof, in which event the Executive Engineer, MGD-1,CWC,Lucknow shall forfeit the Security Deposit.

6.2 Executive Engineer, MGD-1,CWC,Lucknow reserves the right of deciding any matter arising during the tenure of the contract, but not covered specifically by the conditions mentioned in the tender and that decision of the corporation in this regard shall be final and binding on the contractor.

7. **ARBITRATION (CLAUSE 59 OF G.C.C.)**

The Sub Section V "Arbitration and laws etc." of the General Conditions of the contract for works as stated below shall be applicable to this contract/agreement also:

Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawing and instructions herein before contained in this contract or as to the quality of the workmanship or materials used on the supply or arising out of the terms & conditions of the contract whether during the progress of the supply or after the completion or abandonment thereof, at to the sole arbitration of the person nominated and appointed by the **Chief Engineer, UGBO, CWC, LUCKNOW** in respect of the contracts entered for and on behalf of the **President of India**.

The parties of the contract agree there it will be no objection to any such appointment that the sole arbitrator so appointed is originally referred being transferred or having vacated his office or being unable to act for any reason whatsoever, **Chief Engineer, UGBO, CWC, LUCKNOW** as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person as and when appointed shall proceed with the reference from the stage at which it was left by his predecessor in accordance with the rules, regulation and the law of the land, It is also a term of this contract that no person other than a person appointed by the Chief Engineer, UGBO, CWC, LUCKNOW, as aforesaid should act as Arbitrator and if any reason that is not possible, the matter is not to be referred to arbitration at all.

It is also the term of the contract that the party invoking the arbitration clause shall specify the dispute(s) to be referred to the arbitration under this contract together with amount(s) claimed in respect of each such dispute(s) or difference(s). In an arbitration invoked at the instance of either party to the contract, the Arbitrator would be free to consider the counterclaims of the other party or even though they are not mentioned in the reference to arbitration. Subject as aforesaid, the provisions of the Arbitration and conciliation Act 1996 (No 26 of 1996) or any statutory modification or re-enactment thereof and rules made there-under and for the time being in force shall apply to the arbitration proceeding under this clause.

8. **SUB CONTRACTS:**

Subletting of the whole or any party of supply is not permissible.

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
MGD-1,CWC, LUCKNOW**

**SCHEDULE OF RATES FOR SUPPLY OF HYDROLOGICAL EQUIPMENT – ECHO - SOUNDER**

Sl. No.	Description of Equipment	Brand Name	Qty.	Rate ( In Rupees )		Amount ( In Rupees )	
				In figure	In words	In figure	In words
1.	<b><u>Echo sounder :</u></b>		<b>05 Nos.</b>				
(a)	<b>Specifications :</b> 1. Depth Range : 0.30 to 180.00 M. 2. Frequency : 80 KHz ( wide beam ) And 200 KHz ( narrow beam ) 3. Transducer beam width for narrow beam : Approx 8°. 4. Coverage : a) Narrow beam : At 09 M depth, area covered 02 M dia.. b) Wide beam : At 09 M depth, area covered 06 M dia. 5. Display Resolution : 64 x 128 pixel 6. Display Size : Minimum 4.5 cm. x 8.0 cm. 7. Display type : Black & White. 8. Accuracy Range : < 0.2 %. 9. Temperature range: -15°c to 65 °c 10. Operating humidity : 100% 11. Waterproof level : 18 x -7 12. Unit measurement : In meters. 13. Cable length : 10 M minimum. 14. Sonar out put : 100 Watts (Root Mean Square) and 750 watts ( Peak)						
(b)	<b>Accessories :</b> 1. Battery Charger with battery. 2. Carry Case.						

## CONTRACT AGREEMENT

No.:

Dated:

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, **2010** between Executive Engineer, Middle Ganga Division No.I, Central Water Commission, Jaltarang Bhawan, Pratapbagh, Aliganj, Lucknow (herein after called the Purchaser) of the one part and M/S

(herein after called the supplier) of the other part.

WHEREAS the purchaser is desirous that following hydrological equipments should be supplied:

S.N.	Name of Equipment	particular	Qty.
------	-------------------	------------	------

and has placed a purchase order, on the basis of your tender no. \_\_\_\_\_ submitted to the Executive Engineer, Middle Ganga Division-1, Central Water Commission, Lucknow for the supply of above mentioned hydrological equipments in the sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only ) inclusive of sales tax, excise duty, packing and forwarding, freight, octroi and other charges etc.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz:
  - i. Notice Inviting Tender
  - ii. Letter of contractor submitting tender.
  - iii. Terms and Conditions of tender for the supply of "Hydrological Equipment", terms and conditions for contractor & schedule of rates
  - iv. Other letters of contractor and the departmental officers that were exchanged before the tender is accepted.
  - v. Letter of Executive Engineer communicating acceptance of the tender.
  - vi. Purchase order no. \_\_\_\_\_ dt. \_\_\_\_\_ issued by the Executive Engineer regarding supply (after submission of the PG by the contractor.)
3. The consideration of the payments to be made by the purchaser to the supplier as herein after mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in the conformity in all respects with the provisions of the contract.
4. The purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract price of such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

5. Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under :-

<u>Description of Item</u>	<u>Qty.</u>	<u>Rate</u> (inclusive of all taxes etc.)	<u>Amount</u>	<u>Warranty Period</u>
----------------------------	-------------	--	---------------	------------------------

6. Delivery Schedule : The delivery of the equipment covered in contract will commence immediately after the contract is signed and will be completed up to                      The date of delivery is not negotiable.
7. The performance security of Rs                      (Rs                      ) submitted by the supplier in the shape of Bank Guarantee/Demand Draft shall be released after date of completion of performance obligations including warranty period of one year.

IN WITNESS whereof the parties hereto have caused the agreement to be executed in accordance with their respective laws and day and year first above written.

Signed, Sealed and delivered by the

For & on behalf of the President of India

Said

Executive Engineer  
Middle Ganga Division No.1  
Central Water Commission  
Jaltarang Bhawan, Pratapbagh, Aliganj  
Lucknow.

(For the Purchaser)

In the presence of

Signed, Sealed and delivered by the

Said  
M/S

(For the Supplier)

In the presence of