

Tender No.03/SO(HG)/CMO(S)/PHL/2017-18

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**NAME OF WORK:- Purchasing of reagents for toxicological parameters for water testing for Public Health Laboratory, Vinay marg ,Chanakyapuri, New Delhi.**

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**Medical Officer Of Health**

**PUBLIC HEALTH DEPARTMENT  
NEW DELHI MUNICIPAL COUNCIL  
PALIKA KENDRA, SANSAD MARG, NEW DELHI-110001**

**E-procurement Tender Notice**

**Sub:- Purchasing of reagents for toxicological parameters for water testing for Public Health Laboratory.**

Estimate cost Rs. 3,38,558/

Date of release of tender through e- procurement solution dt.23/05/2017

Last date /time for receipt of tenders through e- procurement solution dt.13/06/2017  
Further detail can be seen at [www.ndmc.gov.in](http://www.ndmc.gov.in) or <http://delhi.govprocurement.com>.

**Note:-**To participate in e-tender in NDMC,registration with NIC is mandatory.

**NEW DELHI MUNICIPAL COUNCIL  
PALIKA KENDRA : NEW DELHI**

**TENDER NOTICE**

Date of Release of Tender through e-procurement solution dt 23/05/2017

Last date/time for bid submission through e-procurement solution: Upto 03:00 P.M. on dt 13/06/2017

The Medical Officer of Health, NDMC, invites on behalf of NDMC, item rate tenders in Two Bid system through E-procurement portal for the Purchasing of reagents for toxicological parameters for water testing for Public Health Laboratory, Vinay Marg from the experienced dealers/ suppliers of reagents for DR 5000 toxicological parameters tests of water..The Tenderer must be registered with the Income Tax Authority with allotment of Tax Deduction Account Number (TAN) & Permanent Account Number (PAN).

The tenders will be invited in two Bid systems (TECHNICAL BID & FINANCIAL BID).

**TECHNICAL BID:-**

Earnest Money of Rs. 6771/- in the form of Treasury challan or demand draft or pay order or bankers cheque or deposit at call receipt or fixed deposit receipt (drawn in favour of secretary, NDMC) shall be scanned and uploaded to the e-tendering website within the period of bid submission.

The original EMD should be deposited either in the office of MOH NDMC or any division /office /department of New Delhi Municipal Council within the period of bid submission .The EMD receiving division /office/department shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format(enclosed) uploaded by tender inviting authority i.e.MOH in the NIT. This receipt shall also be uploaded to the e- tendering website by the intending bidder up to the specific bid submission date and time

The Tenderer should submit the scanned copy of documents required in the Technical Bid:

All the documents should be submitted through scanned copy online only and no physical documents would be accepted by the department/division. It shall be the responsibility of the contractor to keep the original documents ready for inspection of the scanned copy submitted with the tender, if required.

Only online bid would be accepted and no physical bids would be accepted by the department/division.

The tenderer/bidder must submit an undertaking that he is not blacklisted/ debarred from any Govt. department.

**ELIGIBILITY CRITERIA:**

1. The bidders Average Annual Financial turnover during the last three consecutive financial years ending 31<sup>st</sup> March of previous financial year should be at least 30% of the estimated cost, i.e. Rs. 1,01,567/- each year duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average. Further the bidder should not have incurred any loss in more than two years during the immediate last five consecutive financial years, duly certified by the Chartered Accountant.
2. The bidder should have a solvency of Rs 1,35,423/- Certified by his banker.
3. The bidder should have minimum experience of having successful completed similar works during the last seven years ending last day of month previous to the one in which applications are invited, should be either of the following:-
  - a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost i.e. Rs 1,35,423/- each year.
  - b) Two similar completed works costing not less than the amount equal to 60% of the estimated cost i.e. Rs. 2,03,135/- each year.
  - c) One similar completed work costing not less than the amount equal to 80% of the estimated cost i.e. Rs 2,70,846/- each year.

The **tenderer must scanned the copy of following documents along with the technical bid:-**

- a) Copy of VAT/TIN Number.
- b) Copy of latest Income Tax Return.
- c) Proof of fulfilling the eligibility criteria as mentioned above.
- d) Copy of Draft/Pay Order for EMD.
- e) Copy of registration with the Income Tax Authority with allotment of Tax Deduction Account Number (TAN) and Permanent Account Number (PAN).
- f) Copy of undertaking that the firm is not blacklisted/debarred from any govt. department, on a non judicial stamp paper of Rs. 50/-
- g) Copy of completion certificate for the works done in support of experience in the similar field.
- h) Copy of declaration as per clause 26 of NIT.
- i) Copy of latest solvency certificate from his banker which should not be more than 6 months older.
- j) Signed completed tender documents.
- k) A certificate from chartered accountant in respect of average annual turnover of last three consecutive years.

The tender documents are available on the website of NDMC i.e. [www.ndmc.gov.in](http://www.ndmc.gov.in) or GNCT of Delhi website i.e. <https://delhi.govtprocurement.com>,

The tenders of the contractors/agencies, who do not deposit earnest money in the prescribed manner and/or do not super scribe the number & date of receipt number on the E-procurement system containing tender documents as stated above shall not be considered.

The Technical Bid containing the earnest money & other documents will be opened on the same day at 3.30 PM in the room of MOH, NDMC in the presence of tenderers or their authorized representatives who may like to be present. **Tenders without scanned copy of earnest money will be rejected automatically.**

New Delhi Municipal Council reserves the right to reject any or all the tenders without assigning any reasons.

**Medical Officer of Health**

**HEALTH DEPARTMENT**  
**NDMC, PALIKA KENDRA : NEW DELHI**

M/s. _____ _____ _____	1.	Date of Release of Tender through e-procurement solution.	Dt.23/05/2017
	2.	Last Date/Time for bid submission Through e-procurement solution	Upto 3.00 P.M.dt13/06/2017
	3.	Last Date/Time for opening of Tenders (Technical Bid)	Upto 3.30 P.M.dt.13/06/2017
	4.	Estimated Cost	Rs.3,38,558/-
	5.	Earnest Money	Rs.6771/-

**NOTICE INVITING TENDER**

The Medical Officer of Health, NDMC, invites on behalf of NDMC, item rate tenders in Two Bid system through E-procurement portal for the Purchasing of reagents for toxicological parameters for water testing for Public Health Laboratory, Vinay marg, the experienced dealers/ suppliers/ manufacturers of reagents for DR 5000 toxicological parameters tests of water .The Tenderer must be registered with the Income Tax Authority with allotment of Tax Deduction Account Number (TAN) & Permanent Account Number (PAN).

The tenders are invited in two Bid systems (TECHNICAL BID & FINANCIAL BID).

**TECHNICAL BID:-**

Earnest Money of Rs. 6771/-in the form of Treasury challan or demand draft or pay order or bankers cheque or deposit at call receipt or fixed deposit receipt (drawn in favour of secretary, NDMC) shall be scanned and uploaded to the e-tendering website within the period of bid submission.

The original EMD should be deposited either in the office of MOH NDMC or any division /office /department of New Delhi Municipal Council within the period of bid submission .The EMD receiving division /office/department shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format(enclosed) uploaded by tender inviting authority i.e.MOH in the NIT. This receipt shall also be uploaded to the e- tendering website by the intending bidder up to the specific bid submission date and time

The Tenderer should submit the scanned copy of documents required in the Technical Bid:

All the documents should be submitted through scanned copy online only and no physical documents would be accepted by the department/division. It shall be the responsibility of the contractor to keep the original documents ready for inspection of the scanned copy submitted with the tender, if required.

Only online bid would be accepted and no physical bids would be accepted by the department/division.

The tenderer/bidder must submit an undertaking that he is not blacklisted/ debarred from any Govt. department.

**ELIGIBILITY CRITERIA:**

1. The bidder Average Annual Financial turnover during the last three consecutive financial years ending 31<sup>st</sup> March of previous financial year should be at least 30% of the estimated cost i.e. Rs. 1,01,567/- each year duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average. Further the bidder should not have incurred any loss in more than two years during the immediate last five consecutive financial years, duly certified by the Chartered Accountant.

2. The bidder should have a solvency of Rs 1,35,423/- certified by his banker.

3. The bidders should have minimum experience of having successful completed similar works during the last seven years ending last day of month previous to the one in which application are invited should be either of the following:-

- d) Three similar completed works costing not less than the amount equal to 40% of the estimated cost i.e. Rs 1,35,423/- each year.
- e) Two similar completed works costing not less than the amount equal to 60% of the estimated cost i.e. Rs. 2,03,135/- each year.
- f) One similar completed works costing not less than the amount equal to 80% of the estimated cost i.e. 2,70,846/- each year.

**The tenderer must scanned the copy of following documents along with the technical bid:-**

- a) Copy of Service Tax/DVAT/TIN Number.
- b) Copy of latest Income Tax Return.
- c) Proof of fulfilling the eligibility criteria as mentioned above.
- d) Copy of Draft/Pay Order for EMD.
- e) Copy of registration with the Income Tax Authority with allotment of Tax Deduction Account Number (TAN) and Permanent Account Number (PAN)
- f) Copy of undertaking that the firm is not blacklisted/debarred from any govt. department, on a non judicial stamp paper of Rs. 50/-
- g) Copy of completion certificate for the works done in support of experience in the similar field.
- h) Copy of declaration as per clause 26 of NIT.
- i) Copy of latest solvency certificate from his banker which should not be more than 6 months older..
- j) Signed completed tender documents.
- k) A certificate from chartered accountant in respect of average annual turnover of last three consecutive years.

**The general terms and conditions will be as under: -**

1. In the event of the bid being submitted by a Partnership firm, it must be signed by all partners or authorized signatories, if authorized through a proper general power of attorney. Such authority letter with a copy of G.P.A. is to be produced with the bid and it must be disclosed that the firm is duly registered under the Indian Partnership Act, 1952 and authenticated copy of the partnership deed should be enclosed with the application form or placed in cover No.1.
2. The rates of items must be quoted clearly both in words and figures without cutting or overwriting etc. No overwriting is allowed. All cuttings, additions and omissions should be initialized by the tenderer.
3. Tenders of the firms imposing their own terms and conditions are liable to be rejected.
4. Incomplete tenders and late tenders will be rejected.
5. The price quoted must be inclusive of all taxes, freight and incidental expenses and not subject to fluctuation and must include packing, cartage forwarding and all other charges.
6. The Council has the absolute right of accepting and rejecting any or all the tenders without assigning any reason or increasing or decreasing the quantity. The Council will not be bound to accept the lowest rates.
7. The supplier whose tender is accepted in whole or in part will have to execute an agreement on non judicial stamp paper of appropriate value within 15 days from the date of issue of supply order. Failing which the P.G. deposited by him shall be forfeited. On issue of supply order, shall permit the NDMC at the time of making any payment to him for the supplies made under the contract, to deduct such sum at the rate of 5% of the gross value of the supplies made including earnest money already deposited.

Such deductions will be held by the NDMC by way of security deposit. In case supplier fails to deposit the balance security, the same will be recovered from the first bill of the supplier Provided always that the NDMC for this purpose shall be entitled to recover from the running bills at the rate mentioned above including earnest money till the balance amount of security deposit is realized. The security deposit shall be collected from the running bills of the supplier at the rate mentioned above and the earnest money if deposited at the time of tenders will be treated as part of security deposit.

All compensation or the other sums of money payable by the supplier under the terms of this contract may be deducted from, or adjusted from the security deposit or from any sums which may be due or may become due to the supplier, by the NDMC on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the supplier shall within 10 days make good in cash or Guarantee bonds in favour of the Secretary, NDMC executed by the State Bank of India. The payment of the security amount deducted from all the bills will be released after 12 months from the date of material is received at Public Health Laboratory, Amrit Bhawan, Vinay Marg, Chanakyapuri, New Delhi.

8. The supplier shall submit an irrevocable Performance Guarantee of 5% (Five Per Cent) of the tendered amount in addition to other deposit mentioned elsewhere in the contract for proper performance of the contract within 5 days of the letter of acceptance, before issue

of supply order in the form of deposit at call receipt, banker's cheque/DD/Pay Order of any scheduled bank or FDR. The Performance Guarantee shall be initially valid upto stipulated date of completion plus 60 days beyond that. In case the time for completion of the supply gets enlarged the supplier shall get the validity of the performance guarantee extended to cover such enlarged times of completion of the supply .

9. Earnest Money/Security Deposit against a tender shall not be adjusted against another tender.
10. Minimum 24 months self life and during the supply should have minimum 20 months of self life. If product not used and self life of product expires same should be replaced free of cost by supplier with fresh stock.
11. The supply of goods shall be subject to the approval of the Sub-Committee, whose decision in regard to the quality of the goods shall be final and binding on the parties. Goods rejected shall be taken back by the supplier at his own cost. In case the supplier fails to lift the rejected goods within two weeks time, storage charges will be levied @10% for every fortnight on the total cost of the rejected goods, subject to maximum of 50% of the total cost of rejected goods shall be recovered from the 1st bill of the supplier.
12. In the event of any dispute between the parties, same shall be referred to the Sole Arbitration of the Chairperson, NDMC or any person appointed by the Chairperson whose decision shall be final and binding on both the parties.
13. The delivery of goods shall be made at the Public Health Laboratory, Amrit Bhawan, Vinay Marg, Chanakyapuri, New Delhi.
14. The goods shall be delivered strictly within the period mentioned in the supply order and time shall be taken as essence of the contract. If the supplier fails to deliver the store within the period fixed for such delivery, the Council shall have the right to arrange the supply from elsewhere at his risk and cost. However, in case of genuine difficulties, extension of time, may be allowed but shall recover from the supplier, as agreed liquidated damages and not by way of penalty, a sum equivalent to ½% of the price of any stores which the contractor fails to supply for every 07 days or part thereof. The liquidated damages in any case will not exceed 5% of the contract price for undelivered portion of the supply.
15. MOH shall have absolute right to deviate from the quantity of the material upto ± 25%, even after issuance of the supply order and the supplier shall be bound to supply the material at his quoted rates in this tender as per directions of the MOH.
16. Payment will be made only after receipt of the complete supply and final approval of the supply by the Sub-Committee.
17. Any attempt for negotiation, direct or indirect or to make any Endeavour to secure any interest by the prospective tenderer or to influence by any means of the acceptance of a particular tender will render the tenderer liable to exclusion from consideration.
18. The tenderer will not be entitled to any claim for interest on the earnest money/security deposit money.
19. The rate quoted by tenderer shall be valid for 90 days from the date of opening of the financial bid. In the event of non-finalisation of the tender, validity of rates can be got extended from the contractor.
20. No materials shall be brought to site or delivered on Saturdays/Sundays & Public Holidays without the written permission of the MOH.
21. Supplier will not sub-let this contract. If he commits a breach of this clause of contract, MOH shall have power to forfeit his security deposit and to terminate his agreement and supplier shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into whatsoever.
22. The MOH shall have power to make any alterations in, omissions from, additions to or substitutions for the original specifications, sizes, designs and instructions that may appear

to him to be necessary or advisable during the course of supply of the materials and the supplier shall be bound to supply the materials in accordance with any instruction which may be given to him in writing by the MOH and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted, materials which the supplier may be directed to supply in the manner above specified as part of the supplies shall be supplied by the supplier on the same conditions in all respects including price on which he agreed to do the main work and within stipulated date.

23. Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, sizes and instructions herein before mentioned and as to materials supplied or as to any other question, claim right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, sizes, specifications, estimates, instructions order or these conditions or otherwise concerning the supply of material, or failure to supply the same whether arising during the progress of the supply of materials, or after the completion or abandonment thereof, shall be decided by Sub.- Committee, and if the same is not resolved, will be referred to sole arbitration of the Chairperson, NDMC.
24. The supplier shall fully indemnify the NDMC against any action/claim or loss incurred by NDMC or proceeding relating to infringement or use of any patent or designs or any alleged patent or right and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against the NDMC in respect of any such matters as aforesaid, the supplier shall be liable to pay such amount to settle any dispute or to conduct any litigation that may arise there from.
25. The supplier shall abide by all the terms and conditions of the contract of supply. In case the tender is accepted and tenderer refuses or is not willing to execute the order or commits breach of any terms and condition of the tender or that of the agreement, the Council may not only forfeit part or whole of the security deposit/earnest money and performance guarantee but shall have the option to have the supply from another supplier at the risk & cost of the original tenderer and recover the difference in tendered amount and that payable to the later agency. NDMC shall be at liberty to terminate the contract without any notice to him and the supplier/tenderer shall have no claim for compensation for any loss that he may suffer on this account.
26. All the conditions mentioned in the tender notice, will be binding on the tenderer and he will furnish a declaration to this effect, in the absence of which tender is liable to be rejected without assigning any reason.
27. The Supply Order for any tendered items can be issued in full or in parts as per the requirement of the department, within one year from the date of opening of the financial bids and the supplier shall be bound to supply the same at quoted rates.
28. In the event of the materials being considered by the Sub-Committee to be inferior to that described in the specifications/samples, the supplier shall on demand in writing, forthwith remove the same at his own charge and in the event of his neglecting to do so within such period as may be fixed by MOH, such rejected materials will be removed at the supplier's risk and the expense incurred being liable to be deducted from any sum due or which may become due to the supplier.
29. Without prejudice to any of the right or remedies under this contract if the supplier dies, the MOH on behalf of the NDMC shall have the option of terminating the contract without compensation to the supplier.
30. Income Tax & other taxes, if any, as per the guidelines of Govt. of India will be deducted from the suppliers' bill.
31. The Accepting Authority (MOH or Chairperson or New Delhi Municipal Council as the case may be) does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all of the tenders received without the assignment of any reason. Not all tenders in which any of the prescribed conditions are fulfilled or for



any condition, including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

32. Canvassing, whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Tenderer who resort to canvassing will be liable to rejection.
33. The Accepting Authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
34. The Tenderer shall not be permitted to tender for works if his near relative is posted as Divisional Accountant or as an officer in any capacity in New Delhi Municipal Council. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives so any Officer of New Delhi Municipal Council. Any breach of this condition by the Tenderer would render him liable to be removed from the approved list of Tenderers, if however, the Tenderer is registered in any other organization, he shall be debarred from tendering in NDMC.
35. Contract is liable to be terminated by the NDMC without payment of any compensation, if subsequent to the acceptance of tender the Tenderer is black-listed by, or enters into partnership or employs any black listed Tenderer of the NDMC or any other deptt., Or Govt. or its, undertakings.
36. The Tenderers who have qualify in the Technical Bid, will be informed about the date of opening of the Financial Bids.
37. The period of completion of supply is 30 (thirty) days from the date of supply order.

**Medical Officer of Health**

Encl.: Memorandum of Information  
i.e. Specifications and quantity  
etc. with declaration form and eligibility criteria.

I/We have gone through the contents of the NIT carefully. The information supplied by me/us is/are true to the best of my knowledge and belief and nothing has been concealed there from and I/We shall abide by the terms and conditions of the tender.

**Signature of the tenderer  
Address of the firm  
(RUBBER STAMP)**

## **CONDITIONS OF CONTRACT**

### **Definitions:**

1. The contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between the NDMC and the supplier together with documents referred to therein including these conditions and specifications, design seen by the supplier and instructions issued from time to time by the MOH and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expression shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them.
  - a. The 'Supplier' shall mean the individual or firm or company whether incorporated or not, undertaking the supply of Conservancy Articles, and shall include the personal representatives of such individuals of the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individuals or firm or company.
  - b. The Director-in-charge means the MOH who shall supervise and be in charge of the supply of materials.
  - c. NDMC means the "New Delhi Municipal Council".

### **CLAUSES OF CONTRACT**

Clause 1: The person(s) whose tender may be accepted (hereinafter called the supplier) shall permit the NDMC at the time of making any payment to him for the supplies made under the contract, to deduct such sum at the rate of 5% of the gross value of the supplies made including earnest money already deposited.

Such deductions will be held by the NDMC by way of security deposit. In case supplier fails to deposit the balance security, the same will be recovered from the first bill of the supplier. Provided always that the NDMC for this purpose shall be entitled to recover from the running bills at the rate mentioned above including earnest money till the balance amount of security deposit is realized. The security deposit shall be collected from the running bills of the supplier at the rate mentioned above and the earnest money if deposited at the time of tenders will be treated as part of security deposit.

All compensation or the other sums of money payable by the supplier under the terms of this contract may be deducted from, or adjusted from the security deposit or from any sums which may be due or may become due to the supplier, by the NDMC on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the supplier shall within 10 days make good in cash or Guarantee bonds in favour of the Secretary, NDMC executed by the State Bank of India. The payment of the security amount deducted from all the bills will be released after 12 months from the date of final testing and commissioning of the instruments and equipments.

Clause 2: The time allowed for completion of supply is essence of the contract. The supplier shall deliver the materials on or before the date mentioned in the supply order failing which recovery will be made from the supplier as agreed liquidated damages and not by way of penalty, a sum equivalent to ½ % of the price, of any stores which the supplier fails to deliver within the period fixed for delivery in the schedule, for every 07 days or part thereof. The liquidated damages, in any case, will not exceed 5% of the contract price for undelivered delayed portion of the supply.

- Clause 3: In every case in which delay in the delivery of goods mentioned in clause 2 shall have been incurred for ten consecutive days, the MOH shall have power to terminate the contract altogether and to have the supply completed at the supplier's risk and expense without any further notice to him and the supplier shall have no claim to compensation for any loss that he may incur in any other case.
- Clause 4: The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and less and considering more than fifty paise as rupee one.
- Clause 5: The supplier shall give notice to the MOH of his intention of making delivery of material, and, on the materials, being delivered a receipt shall be granted to him by the MOH or his representative, as no material will be considered as 'delivered' until approved by the Sub.-Committee.
- Clause 6: On the completion of the delivery of the materials, the supplier shall be furnished with a certificate to that effect by the MOH but the delivery will not be considered complete until the supplier shall have removed all rejected materials, and shall have the approved materials stacked or placed in such position as may be pointed out to him.
- Clause 7: If at any time after the commencement of the supplies the NDMC shall for any reason whatsoever not require the whole or part thereof as specified in the tender to be supplied, the MOH shall in addition to his power to annul the contract in case of default on the part of the supplier, have power to terminate all liability of the NDMC there under at any time after giving due notice in writing to the supplier of his desire to do so.
- a. The MOH shall be entitled to direct the supplier to complete the supply of the materials which are ready for delivery up to the date of expiry of the notice and thereafter to cease their supply; all the supplies received and accepted upto the date shall be paid for at the tendered rate; and
  - b. The supplier shall not claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full execution of the contract but which he did not obtain owing to its premature terminations, or for any loss which he might have sustained on this account.
- Clause 8: No payment shall be made for part supplies. Payment will be released only after receipt of complete supply to the entire satisfaction of the Sub-Committee/MOH whose decision shall be final and binding on the supplier.
- Clause 9: Payment due to the supplier may, if so desired by him, be made to his bank instead of the direct to him provided that the supplier furnishes to the MOH (1) an authorization in the form of legally valid documents such as a power-of-attorney conferring authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by the NDMC or his signature on the bill or other claim preferred against the NDMC before settlement by the MOH can make the payment to the bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the supplier should wherever possible, present his bills duly receipted and discharged through his bankers.
- Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the NDMC.
- Clause 10: The materials shall be of the best description and in accordance with the approved specifications/samples and the supplier shall receive payments for such materials only as are approved and passed by the Sub-Committee/MOH.

Clause 11: In the event of the materials being considered by the Sub-Committee/MOH to be inferior to that described in the specifications/samples, the supplier shall on demand in writing, forthwith remove the same at his own charge and in the event of his neglecting to do so within such period as may be fixed by MOH that officer may have remove such rejected materials at the supplier's risk and expense, the expense incurred being liable to be deducted from any sum due or which may become due to the supplier.

Clause 12: The supplier hereby declares that the materials supplied or to be supplied to the NDMC under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications/samples and particulars mentioned in Clause 10 hereof and the supplier hereby guarantees that the said materials shall continue to conform to the description and quality aforesaid for a period of 03 months from the date of completion of the delivery of the said materials to the MOH and that notwithstanding the fact that the MOH may have inspected and/or approved the same material if during the aforesaid period of 03 months, the said materials be discovered not to conform to the description and the quality aforesaid or to have deteriorated (and the decision of the MOH in that behalf will be final, conclusive and binding on the supplier) the MOH will be entitled to reject the said materials or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the materials will be at the supplier risk and the provisions contained in Clause 11 thereof shall be mutates-mutandis apply to the removal of such materials when required upon to do so and replace the said materials or such portion thereof as has been rejected by the MOH or otherwise the supplier shall pay to the NDMC such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the NDMC in this behalf under this contract otherwise.

Clause 13: Withholding and lien in respect of sums claimed.

(i) Whenever any claim or claims for payment of a sum of money out of or under the contract against the supplier, the MOH or the NDMC shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the supplier and for the purpose aforesaid, the MOH or the NDMC shall be entitled to withhold the security deposit, if any, furnished, as the case may be, and also have a lien over the same pending finalization or adjudication of any such sum. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the supplier, the MOH or the NDMC shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which at any time thereafter may become payable to the supplier under the same contract or any other contract with the MOH or the NDMC or any supplying person through the MOH pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the MOH or NDMC, will be kept withheld or retained as such by the MOH or NDMC till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the supplier. For the purpose of this clause, where the supplier is a partnership firm or a limited company, the MOH or the NDMC shall be entitled to withheld and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be whether in his individual capacity or otherwise.

- (ii) The NDMC shall have the right to cause an audit and technical examination of the material and finalization of the supplies including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination, any sum is found to have been overpaid in respect of any supplies made by the supplier under the contract or any supply claimed by him to have been made by him under the contract and found not to have been made, the supplier shall be liable to refund the amount of overpayment and it shall be lawful for the NDMC to recover the same from him in the manner prescribed in sub-clause (i) of this clause in any other manner legally permissible, and if it is found that the supplier was paid less than what was due to him under the contract in respect of any supplies made by him under it, the amount of such under payment shall be duly paid by the NDMC to the supplier.

Clause 14: Lien in respect of claims in other suppliers.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the MOH or the NDMC will be kept withheld or retained as such by the MOH or the NDMC or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the Arbitration Clause or by the competent court as the case may be, and that the supplier shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the supplier.

Clause 15: The supplier shall fully indemnify the NDMC against any action/claim or loss incurred by NDMC or proceeding relating to infringement or use of any patent or designs or any alleged patent or right and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against the NDMC in respect of any such matters as aforesaid, the supplier shall be liable to pay such amount to settle any dispute or to conduct any litigation that may arise there- from.

Clause 16: All disputes will be settled in the jurisdiction of Delhi only.

**DECLARATION**

1. I/We hereby offer to supply the goods, detailed in the schedule hereto at the price given in the said schedule. It is confirmed that no charges other than the price indicated in the said schedule would be payable to me/us.
2. I/We have thoroughly examined and understood the terms and conditions of the contract together with their annexure and schedule and hereby agree to abide by them.
3. I/We have thoroughly examined and understood the specifications, drawing, design, colour and size etc. and am/are fully aware of the nature of the goods required and my/our offer is to supply stores strictly in accordance with the requirement under the terms & conditions detailed in the tender documents.
4. I/We agree to hold the offer open for 90 days from the date of opening of financial bids. I/We further undertake that this offer shall not be retracted or withdrawn by me/us after opening of the tender.
5. Bank Draft/Banker's Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of the Secretary, NDMC for Rs. \_\_\_\_\_ drawn on \_\_\_\_\_ is enclosed on account of Earnest Money.
6. The papers containing terms & conditions of the tender have been added to form a part of this tender.
7. I/We hereby declare that I/We shall treat the tender documents and other records connected with the supplies as secret/confidential documents and shall not communicate information delivered there from to any person other than a person to whom I/We have authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.
8. I/We agree that should I/We fail to commence the supplies specified in the schedule, an amount equal to the amount of the earnest money mentioned in the form of invitation to tender shall be absolutely forfeited by the NDMC and the same may at the option of the NDMC be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may be extended in terms of the said bond and in the event of deficiency, out of any other money due to me/us under this contract or otherwise.

(Signature of the tenderer and status,  
state the capacity in which the  
signatory is signing)  
Address of the firm

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM**

**NAME OF THE WORK:** Purchasing of reagents for DR5000 toxicological parameter tests of water for the Public Health Laboratory, Vinay Marg, Chanakyapuri, New Delhi.

Estimated cost Rs. 3,38,558/-

- (a) Earnest money **Rs..6771/-**
- (b) Security deposit: 5% of tendered value
- (c) Performance guarantee 5%of tendered value
- (d) Time allowed for completion of supply will be **30 days** from the date of supply order.

**I/We agree to keep the tender open for ninety days from the due date of submission thereof and not to make any modification in its terms and conditions.**

A sum of Rs.6771/-is hereby forwarded in the form of EMD receipted treasury Challan/demand draft/deposit-at-call receipt of State Bank of India/Scheduled Bank in favour of Secretary, NDMC as earnest money.

If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the NDMC shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

If I/We fail to commence the supply as specified, I/We agree that the NDMC shall without prejudice to any other right or remedy available in law be at liberty to forfeit the said earnest money and the performance guarantee absolutely otherwise the said earnest money retained by them towards security deposit, (ii) to execute all the supplies referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered at the rates quoted in the tender document.

I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with the supplies 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.

Dated.....

Signature of Tenderer

Witness:

Address

Address:

**SCHEDULE OF QUANTITY**

**NAME OF THE WORK:** Purchasing of reagents for DR5000 toxicological parameter tests of water for the Public Health Laboratory, Vinay Marg, Chanakyapuri, New Delhi.

<b>S.No</b>	<b>NAME OF THE ITEM</b>	<b>Required quantity</b>
1	Aluminum Reagent Set, PK/100 tests, Range: 0.008 to 0.800 mg/L, Cat No: 2242000, Make: HACH USA.	1 Pkt
2	Nitrogen-Ammonia Reagent Set, PK/100, Range: 0.01 - 0.50 mg/L, Cat No: 2668000, Make: Hach, U.S.A.	2 Pkt
3	Nitriver 2, Nitrite Reagent power pillow, PK/100 tests Range: 2 to 250 mg/L, Cat No: 2107569, Make: Hach, U.S.A.	2 Pkt
4	Ferrover, Iron Reagent, PK/100 tests, Range: 0.02 to 3.00 mg/L, Cat No: 2105769, Make: Hach U.S.A.	2 Pkt
5	Manganese LR Reagent Set, PK/50 tests, Range: 0.006-0.700 mg/L, Cat No: 2651700, Make: Hach, U.S.A.	2 Pkt
6	Cuver 1, Copper Reagent, PK/100 tests, Range: upto 5.00 mg./L Cat No: 2105869, Make: Hach, U.S.A.	2 Pkt
7	DPD Free Chlorine Reagent power pillow, PK/100 tests, Range: 0.02 to 2.00 mg./L, Cat No: 2105569, Make: Hach, U.S.A.	2 Pkt
8	Zinc Reagent Set, Zincon, PK/100 tests, Range: 0.01 - 3.00 mg./L, Cat No: 2429300, Make: Hach, U.S.A.	2 Pkt
9	Cyanide Reagent Set, Cyniver, PK/100 tests, Range: 0.002 to 0.240 mg/L, Cat No: 2430200, Make: Hach, U.S.A.	2 Pkt
10	Chromium, Hexavalent, PK/100 tests, Range: 0.01 to 0.70 mg/L, Cat No: 1271099, Make: Hach, U.S.A.	2 Pkt
11	Lead Reagent Set, PK/20 tests, Range: 5 to 150 micro g/L, Cat No: 2375000, Make: Hach, U.S.A.	2 Pkt
12	Arsenic Low Range test kit, PK/100, Range: 0 to 500 ppb, Cat No: 2800000, Make: Hach, U.S.A.	2 Pkt
13	pH Buffer Solution Kit, pH 4.01, pH 7.00 & pH 10.01, 500 ml each, Cat No: 2947600, Make: Hach, U.S.A.	1 Pkt
14	Sodium Chloride Standard Solution, 100 mL, 491 mg/L, Cat No: 1440042, Make: Hach, U.S.A.	1 Pkt
15	Sample Cell: 1 inch square glass, 10 ml PK/2, matched pair, Cat No: 2495402, Make: Hach, U.S.A.	1 Pkt
16	Ph Gel Probe, std. w/ 1m. cable, Cat No: PHC 10101, Range: 2 to 14 P <sup>H</sup> , Make: Hach, U.S.A.	1 No

I/We hereby offer the above mentioned rates for the Purchasing of reagents for DR5000 toxicological parameter tests of water for the Public Health Laboratory, Vinay Marg, Chanakyapuri, New Delhi. The offer submitted is unconditional.

Signature of Tenderer

Address: -----  
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Tel. No. (OFF.)

(Mobile)



**PERFORMA FOR RECEIPT OF DEPOSITION OF ORIGINAL EMD**

**RECEIPT NO...../DATE.....**

- 1.Name of the work:-
- 2.NIT No.:- .....
- 3.Estimated cost:- .....
- 4.Amount of Earnest money Deposit:- .....
- 5.Last Date of submission of Bid:- .....

.....

- 1.Name of contractor: .....
- 2.Form of EMD: .....
- 3.Estimated Cost.: .....
- 4.Amount of Earnest money Deposit: .....
- 5.Last date of submission of EMD: .....

**Signature of the EMD receiving Officer**



