

GOVERNMENT OF MAHARASHTRA

SOCIAL JUSTICE DEPARTMENT

e – BIDDING FORM

NIT NO – SWD/OWP/2014 – 15/7

NAME OF WORK – SUPPLY OF WATER PURIFIER FOR BPL FAMILIES UNDER SOCIAL JUSTICE DEPARTMENT

ESTIMATED COST	:	Rs 4500 Lakhs
EARNEST MONEY DEPOSIT	:	Rs 135 Lakhs
SUPPLY COMPLETION TIME	:	4 Months from the date of receipt of work order along with consignee & beneficiary wise distribution list.
COST OF BID DOCUMENT	:	Rs 50,000/-
DATE & TIME FOR DOWNLOADING OF BID DOCUMENTS	:	2.02.2014 at 16.01 pm to 22.02.2014 up to 4.00 pm
LAST DATE & TIME FOR SUBMISSION OF DD TOWARDS BID COST, SAMPLE TESTING CHARGES EMD AND SAMPLES	:	24.02.2014 up to 5.30 PM
LAST DATE AND TIME FOR UPLOADING THE BIDS	:	24.02.2014 up to 3.00 PM
TIME AND DATE OF OPENING OF TECHNICAL BID	:	24.02.2014 at 5.40 PM
ADDRESS FOR COMMUNICATION	:	The Commissioner, Social Welfare Department Maharashtra State, 3, Church Road, Pune – 411001 Tel – 020 – 26122652/26126307 Fax – 020 – 26126698/26120560 Mail – directorsocialwelfare@yahoo.co.in sakalyanpunenahas@gmail.com

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SECTION – I
BID NOTICE

SOCIAL JUSTICE DEPARTMENT

Commissioner, Social Welfare Department,
Maharashtra State,
3, Church Road, Pune – 411001
Tel – 020 – 26122652/26126307
Fax – 020 – 26126698/26120560
Mail – directorsocialwelfare@yahoo.co.in

BID NOTICE

The Commissioner, SWD invites sealed bids from eligible Indian Manufacturers of Water Purifiers or their authorised dealers for the BPL Families under Social Welfare Department, during the year 2014 – 2015.

BID REFERENCE NO	:	SWD/OWP/2014 – 2015/7
BID FOR	:	Supply of Water Purifiers for BPL families under Social Justice Department during the year 2014 - 2015
APPROXIMATE COST (RS. IN LAKHS)	:	RS. 4500 Lakhs
SUPPLY COMPLETION TIME	:	4 Months from the date of receipt of work order along with consignee wise distribution list.
AMOUNT OF BID SECURITY	:	Rs 135 Lakhs
COST OF BID FORM	:	Rs 50000/-
ONLINE SALE OF BID DOCUMENTS	:	From 02.02.2014 at 4.01 pm to 22.02.2014 up to 4.00 pm
LAST DATE & TIME FOR SUBMISSION OF DD TOWARDS BID COST, SAMPLE TESTING CHARGES EMD AND SAMPLES	:	24.02.2014 up to 5.30 PM
LAST DATE FOR UPLOADING OF BIDS	:	24.02.2014 up to 3.00 PM
TECHNICAL BID OPENING DATE	:	24.02.2014 at 5.40 PM

Bid documents can be downloaded from website on payment of Rs 50,000/- by D.D. from 02.02.2014 at 04.01 pm to 22.02.2014 up to 4.00 pm. The bidders downloading tender form and those who are interested to participate in the bids shall pay requisite Bid Form Fees as given in Bid Notice in form of DD in favor of **ACCOUNT OFFICER (LOANS) DIRECTOR, SOCIAL WELFARE M.S.PUNE** Payable at Pune.

The Commissioner SWD reserves the right to reject or accept any bids without assigning any reason thereof. The Commissioner, SWD shall not be responsible for any loss as a result for rejection or acceptance of any of the bids.

All eligible / interested tenders are required to be enrolled on portal required to be enrolled on ports <https://swd.maharashtra.etenders.in> before down loading tender documents and participate in e tendering.

Tenders are required to contact on following telephone numbers, for any doubts / information / difficulty regarding on line enrollment or obtaining digital certificate Sify Technologies Ltd. Nextender (India) Pvt Ltd on 020-25315555 / 25315556 (Pune).

The Electronic tendering system for Public Works Department of Government of Maharashtra will be available on separate Sub Portal with URL <https://swd.maharashtra.etenders.in> as part of the Electronic Tendering system of Government of Maharashtra which is available on the Portal <https://maharashtra.etenders.in>.

The Tenderers have to make a payment of Rs 1038/- online as service charges for the use of Electronic Tendering during Online Bid Data Decryption and Re-encryption stage of the Tender.

**Sd/-
Commissioner
Social Welfare Department**

SECTION – II
INSTRUCTIONS FOR BIDDERS

INSTRCUTIONS FOR BIDDERS

1. GENERAL

This Section of the bidding documents provides the information necessary for bidder to prepare responsive bids, in accordance with the requirements of the CSWD. It also provides information on bid submission, opening and on contract award. Matters governing the performance of the Contractor, payments under the contract of matters affecting the risks, rights and obligations of the parties under the contract are not normally included in this section, but are included under Terms & Conditions of Contract.

2. COST OF BIDDING

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

3. BID PRICES

- The bidders shall quote for the entire work on a single responsibility basis such that the total bid price covers all the contractors' obligations under the contract.
- The unit rates of Water Purifiers shall be in Nos to be provided under this contract shall be fixed in the duration of the contract and shall be for free delivery to the consignees at site inclusive of transportation and all applicable taxes & duties.

4. LANGUAGE OF BID

The ruling language of the bid and correspondence exchanged between the bidder and the CSWD shall be English.

5. EARNEST MONEY DEPOSIT

- Earnest money deposit must be submitted before the deadline date as mentioned in bid notice. This deposit shall be in favor of **ACCOUNT OFFICER (LOANS) DIRECTOR, SOCIAL WELFARE M.S.PUNE** Payable at Pune should be in the form of demand draft of any Nationalized Bank / Scheduled bank.
- Bids submitted without Earnest money deposit shall be rejected and dealt as per the policy of the SWD, if during the bid validity period the bidders withdraws his bid the Earnest Money Deposit shall be forfeited.
- The Earnest Money Deposit will be returned to the unsuccessful bidders immediately after finalization of award of the work.

6. BID VALIDITY

Bids shall remain valid for a period of at least 180 days from the closing date prescribed by the Commissioner, SWD for the receipt of the bids. A bid valid for a shorter period shall be rejected by the CSWD as being non – responsive. In

exceptional circumstances, the CSWD may solicit the bidders consent to extension of the bid validity period the request and response thereto shall be made in writing. A bidder granting the request will neither be required nor be permitted to modify its bid.

7. UPLOADING OF BIDS

Bid document must be uploaded duly signed by the authorised Signatory / representative of the company as below:-

- a) Bid form fees demand draft.
- b) Earnest money deposit Demand Draft Or EMD exemption letter form Competent Authority.
- c) Bid form downloaded duly stamped and signed on all pages.
- d) Addendum/Amendment/Corrigendum/Notification duly stamped and signed on all pages **(if applicable)**.
- e) Sample testing charges demand draft.
- f) VAT Registration Certificate.
- g) CST Registration Certificate.
- h) VAT Clearance Certificate update.
- i) Pan Card of firm and all partners/directors/power of attorney holder as the case may be on letter head of bidding concern.
- j) Bank Solvency Certificate for Rs 500 Lakhs issue date not older than 6 months prior to due date.
- k) Power of Attorney in case of Public Ltd/ Pvt. Ltd/ Partnership/Co-operative Societies/ Mahila Sansthas/ Government/Semi Government organizations.
- l) Partnership Deed in case of Partnership Concerns, Register of Firms, Indian Partnership Act 1932/ Articles of Association/ Memorandum in case of Public Ltd and Pvt Ltd Companies. Registration Certificate for Co-operatives, Mahila Sansthas, Government and Semi Government Organizations.
- m) IT Acknowledgement for last 3 years.
- n) CA Certificate indicating Manufacturer average turn over minimum Rs 20000 Lakhs for the last 3 financial years.
- o) Manufacturers Authorisation Letter as per Annexure D.
- p) Undertaking for payment of testing charges difference amount if any as per Annexure E.
- q) Undertaking from Manufacturer regarding supply of material and samples confirming to specifications as per Annexure F.
- r) All other documents as per **Qualification Criteria**.

8. SUBMISSION OF SAMPLES AND PAYMENT OF TESTING CHARGES

- I. Bidder must submit 2 samples of the product as per specification in the office of the CSWD on or before due date as mentioned in the Bid Notice without which the technical bids shall not be opened.
- II. The bids received without samples will not be opened. The samples will not be accepted after the due date and time as mentioned in bid notice. The

samples should be submitted duly sealed and labeled size not less than 10cm x 5cm with details on one side and keeping blank on another side.

- III. The bidder shall pay testing charges of Rs 50000/- (Rupees Fifty thousand only) in the office of the CSWD, Pune on or before due date and time as mentioned in bid notice.
- IV. Bidders are requested to note that they will have to upload an undertaking as per Annexure E in technical bid agreeing to pay difference of testing charges if any. The bid samples of only the bidders would be forwarded to Government / Government approved laboratory. The bidders whose documents uploaded in technical bid are found as per the bid requirement. Reports of the laboratory on samples will be considered final and no correspondence in such regards will be entertained.
- V. The samples submitted by the bidder will not be returned nor shall the cost for the same be reimbursed. The further processing of tender will not be done unless the test report from the laboratories on the samples submitted by the bidders is received.
- VI. The CSWD may at its discretion, extend the deadline for submission of bids by issuing amendment / addendum / corrigendum / notification. All such amendment /addendum / corrigendum / notification shall be the part of original bid document. The same shall be uploaded duly stamped and signed in technical bid. The bidders are not allowed to amend or alter any contents in the bid form.
- VII. The bid shall be submitted in the prescribed form and the same shall be signed properly as laid down hereunder:
 - A. If the bid is submitted by a proprietary concern, it shall be signed by the proprietor with the stamp of company.
 - B. If the bid is submitted by a partnership concern/ Public Ltd/Pvt Ltd/Co-operative/ Mahila Sansthas/Government/Semi Government organizations then same shall be signed by the competent person having a power of attorney to sign along with the stamp on behalf of the company.

9. BID OPENING

The CSWD will open/download the technical envelopes only of those bidders who have paid Bid Form Fees, Earnest money deposit, Sample testing Charges and have submitted the samples as mentioned in the bid document. The bidders or their representatives can attend the bid opening with an authorisation letter for attend the bid opening. If the procedure of downloading of bids is not completed during the office working hours then same will be continued on next working day. The opening date and time of the Commercial bids of successful bidders will be communicated via telephone, fax or e-mail.

10. EVALUATION OF BIDS

- a) The CSWD will determine whether each bid is generally complete and is substantially responsive as per the terms of the bid document. For the purposes of this determination, a substantially responsive to the bid is one that conforms to all bid terms, conditions & specifications without any deviations, conditions or reservations.
- b) The CSWD determination of bids responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- c) If a bid is not substantially responsive, it will be rejected and will not subsequently be made responsive by the bidder by correction of the non – conformity.
- d) The bid that does not meet minimum acceptable standards of completeness, consistency and details will be rejected for non – responsive.
- e) The bidder should not have been blacklisted by any government, semi government organisation or any corporation.
- f) If any of the information furnished by the bidder is found to be incorrect or false the bid/contract is liable to be terminated and the Earnest money deposit / performance security of such bidders will be forfeited.

11. AWARD CRITERIA

The CSWD will award the contract to the successful bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated techno – commercially acceptable bid. Canvassing in any form, or any approach, official or otherwise, by the bidder to influence the consideration of its bid shall render the bid liable to be summarily rejected.

12. COMMISSIONER SWD RIGHT TO ACCEPT OR REJECT

The CSWD reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the CSWD action. The CSWD also reserves the right to itself take over full or part of the work from the contractor after its award of the work or during its execution.

13. NOTIFICATION OF AWARD

Prior to the expiration of the period of the bid validity, the Commissioner SWD will notify the successful bidder in writing that its bid has been accepted. The notification of award will constitute the formation of the contract. After award of work, the Commissioner SWD will promptly notify each unsuccessful bidder and will discharge its Earnest money deposit.

14. SIGNING OF CONTRACT

The successful bidder will have to formally sign the contract agreement within 20 days of issue of Letter of Award of Contract. The successful bidder shall also be required to submit performance Bank Guarantee as per terms and conditions of contract, before signing of contract agreement. Failure to comply with the provisions of signing of contract agreement shall constitute sufficient grounds for annulment of award.

15. ADDRESS FOR COMMUNUCIATION

All the communications and correspondence with regards to the bids shall be done at following mentioned address:-

The Commissioner, Social Welfare Department

Maharashtra State,

3, Church Road, Pune – 411001

Tel – 020 – 26122652/26126307

Fax – 020 – 26126698/26120560

Mail – directorsocialwelfare@yahoo.co.in

SECTION – III
SCOPE OF WORK

SCOPE OF WORK

The Commissioner, Social Welfare Department intends to procure 150000 Nos of Water Purifiers for the BPL Families under Social Justice Department to be delivered to all the beneficiary as directed all across the state of Maharashtra.

**Sd/-
Commissioner
Social Welfare Department**

SECTION – IV

TERMS AND CONDITIONS OF CONTRACT

TERMS & CONDITIONS OF CONTRACT

1) DEFINITIONS

In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings thereby respectively assigned to them;

- I. **Contract:** Contract means the document forming the tender acceptance thereof and the formal agreement executed between COMMISSIONER SWD and the Contractor, together with documents referred therein. Otherwise, it shall mean the Bid Notice, Information and instructions for bidders, bid schedules, terms and conditions of Contract, Specifications, and letter of award thereof.
- II. **Contract Sum:** means the amount arrived at by multiplying the quantities shown in the Section V by the respective item rates as allowed.
- III. **Contractor:** means the successful bidder or who is awarded contract to perform the work covered under these bid documents and shall be deemed to include the contractors successors, executors, representatives or assignees thereof approved by the CSWD.
- IV. **CSWD:** means Commissioner Social Welfare Department, Pune and includes their legal representatives, successors and assignees.
- V. **SWD:** means Social Welfare Department, Pune.
- VI. **Day:** means a calendar day beginning and ending at midnight.
- VII. **Week:** means seven consecutive calendar days.
- VIII. **Month:** means a calendar month.
- IX. **Letter of award:** means a letter from the CSWD conveying the acceptance of the bid/ offer subject to such reservations as may have stated therein.

2) COUNTRY OF ORIGIN

The Water Purifiers should be manufactured by a registered manufacturing company of Indian origin.

3) GOVERNING LANGUAGE

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

4) INSPECTIONS AND TESTS

- a. The Commissioner or its representative shall have the right to inspect and/ or test the material to confirm the conformity in accordance to specifications at no extra cost. The terms and conditions and specifications shall specify what inspections and tests the commissioner requires and where are the same to be conducted. The Commissioner or its representative shall notify the bidder in writing regarding the witnessing the inspection and tests for random sampling for these purposes.
- b. The Commissioner has the right to conduct test without any cost to him.
- c. If any goods fails/do not confirm to the specifications during the inspections and tests as mentioned in the bid document then same shall be replaced by the successful bidder free of cost.
- d. The Commissioners right to inspect test and, where necessary, reject the goods after the goods arrive at destination shall in no way be limited or

waived by reason of the goods having previously been inspected, tested and passed by the purchaser or its representative prior to the goods delivery.

- e. Nothing shall in any way release the contractor from any other obligations under this contract.
- f. Acceptance Certificates: On successful completion of acceptability test, receipt of deliverable etc, and after the commissioner is satisfied with the material, the acceptance certificate signed by the contractor beneficiary & representative of Assistant commissioner shall be submitted. The date on which such certificate is submitted to the office shall be deemed to be the date of receipt of the material.

5) DELIVERY AND DOCUMENTS

Upon delivery of goods, the contractor shall submit two copies of invoice indicating goods description, units, quantities, rates and amount, delivery challan showing acknowledgement of goods delivered to consignees within 120 days from the date of receipt of work order along with consignee wise distribution list.

6) TRANSPORTATION

Where the Contractor is required under the Contract to transport the Goods to a specified place of destination within Maharashtra, transport to such place & other cost, must be arranged by the Contractor, and the related cost must be included in the Contract Price.

7) WARRANTY

- The Contractor warrants that the goods supplied under this Contract are new, unused, as per technical specifications as per Section – VI. The Contractor further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- The purchaser shall promptly notify the contractor in writing of any claims arising under this warranty.
- Upon receipt of such notice, the Contractor, within the period, replace the defective goods thereof, free of cost at the ultimate destination. The Contractor shall take over the replaced goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser may have against the Contractor under the contract.

8) PAYMENT

Payment for goods shall be made as follows

- On delivery 90% (Ninety) of the Contract price, shall be paid on receipt of goods.

- On final acceptance 10% (Ten) of the Contract price, shall be released immediately after completion of quality verification, and after deducting penalty / costs, if any.

9) PRICE

The price schedule is to be quoted must be inclusive of all existing taxes, duties, levies, cess, and payment towards all statutory obligations, overheads & profits. The rates shall remain fixed & firm during the period of Contract and no payment on account of inflation/price escalation shall be admissible.

10) CHANGE IN ORDERS

- The Purchaser may at any time, by written order given to the contractor make changes within the general scope of the Contract in any one or more of the following:
 - a) Designs or Specifications, where Goods to be furnished under the Contract is to be specifically manufactured for the purchaser,
 - b) The method of packing or
 - c) The place of delivery.
- If any such change causes an increase or decrease in the cost of, or the time required for, the Contractors performance of any provisions under the contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractors receipt of the Purchasers change order.

11) CONTRACT AMENDMENTS

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

12) ASSIGNMENT

The contractor shall not assign, in whole or part, its obligations to perform under the contract, except with the purchaser's prior written consent.

13) SUBCONTRACTS

The Contractor shall not subcontract the award in full or partially under this contract.

14) DELAYS IN CONTRACTORS PERFORMANCE

- Delivery of the Goods shall be made by the Contractor in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.
- If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely delivery of the Goods, the contractor shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause (s). as soon as practicable after receipt of the Contractors notice, the Purchaser shall evaluate the situation and may, waive liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

- A delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

15) LIQUIDATED DAMAGES

If the Contractor fails to deliver any or all of the Goods within the period specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price as liquidated damages. In case of delay in the supply of the goods, liquidated damages of 0.5% per week to a maximum of 10% of the value of the goods supplied with delay will be charged as penalty.

16) TERMINATION FOR DEFAULT

- The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or part:-
 - a) If the contractor fails to deliver any or all of the goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser.
 - b) If the Contractor fails to perform any other obligation under the Contract.
 - c) If the Contractor, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid Submission) designed to establish bid prices at artificial non – competitive levels and to deprive the Borrower to the benefits of free and open competition.

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

17) FORCE MAJEURE CLAUSE

- Notwithstanding, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- For purposes of this Clause, “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractors fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the contractors shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18) TERMINATION FOR INSOLVENCY

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

19) PENALTY FOR QUALITY DEVIATION

Water Purifiers supplied should meet technical specification specified in bid document. The purchaser shall conduct necessary tests for the purpose of verification of adherence to quality specifications. The method of verification and levy of penalty will be decided by the CSWD, Pune. The CSWD, Pune may levy Penalty as deemed fit of cost of the inferior rejected/ testing report. In case of deviations from the specifications are found to be highly unacceptable the purchaser reserves the right to reject the quantity supplied and ask for replacement.

20) TERMINATION FOR CONVENIENCE

- The purchaser, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchasers Convenience, the extent to which performance of the Contractor under the contract is terminated, and the date upon which such termination becomes effective.
- The goods those are complete and ready for shipment within 30 days after the contractors receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices for the remaining goods, the purchaser may elect:
 - a) To have any portion completed and delivered at the Contract terms and prices; and/or
 - b) To cancel the remainder and pay to the Contractor an agreed amount for partially completed goods and for materials and parts previously procured by the contractor.

21) SECURITY DEPOSIT

- As soon as the letter of award is issued to the contractor, the contractor is required to submit security deposit for due performance of the contract a sum equal to 5% of the contract sum in the form of Bank Guarantee from any scheduled / Nationalized bank as per the format prescribed within 7 (Seven days). Such Guarantee shall be valid / kept valid and binding up to a period of 90 days after contractual period/ extended period.
- On completion of due date of bank guarantee, the same will be returned to the Contractor within One (01) month, provided the CSWD is satisfied that there is no demand outstanding against the Contractor & Fulfillment of all statutory liabilities by the Contractor.
- On submission of Bank Guarantee the EMD will be refunded to the contractor at the earliest.

22) REFUND OF SECURITY DEPOSIT

The Security Deposit less any amount due shall, on demand, be returned to the Contractor on the expiry of defects liability period of 90 days or on payment of amount of the final bill whichever is later, provided the CSWD is satisfied that there is no demand outstanding against the Contractor. No interest on the amount of security deposit shall be paid to the contractor at the time of release of security deposit as above.

23) SUFFICIENCY OF BID

The Contractor shall be deemed to have satisfied himself before tendering as to, the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of quantities and prices which shall (except as otherwise provided in the contract), cover all his obligations under the contract and all matters and things necessary for the proper execution and completion of the work in accordance with the provisions of the contract.

24) BID DOCUMENTS

The language in which the bid documents shall be drawn up shall be English. The language according to which the contract is to be constructed and interpreted shall be English and designated as the "Ruling Language". The contractor shall be furnished; free of charge, certified true copies of the contract documents. The contractor shall use none of these documents for any purpose other than that of this contract.

25) INCOME TAX

Income tax as applicable shall be deducted at source as per prevalent rates in force and will have to be borne by the contractor. TDS certificate will be issued as per the prevalent norms of the Government.

26) CONTRACT PERIOD AND EXTENSION THEREOF

The contractor shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this contract to the satisfaction of and directed by the CSWD up to a period of Twenty Four (24) months (completion

period) reckoned from the date as notified in the Letter of award and may be extended for further up to Six (6) months on satisfactory performance by the contractor. However, even in case, the contractor is not interested to extend the contract for 6 months period, he will be essentially required to execute the work at least for next 3 months period on the same rates and terms and conditions of the contract.

27) AGREEMENT

Within 7 days from the date of issue of Letter of award of the work, the contractor shall execute the deed of agreement on stamp paper of requisite value as per prescribed format. The contractor shall be furnished with a copy of executed agreement duly signed by the authorized officer of the CSWD and contractor.

28) DISPUTES

In case of any dispute or differences in interpretation of any clause of this contract, the same be got resolved by referring the matter to the sole arbitrator as appointed by the CSWD, Pune whose decision shall be final and binding on both the parties.

29) PATENT RIGHT

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the goods or any part thereof in the Purchasers country , the contractor shall act expeditiously to extinguish such claim. If the contractor fails to comply and the purchaser is required to pay compensation to a third party resulting from such infringement, the contractor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The purchaser will give notice to the Contractor of such claim, if it is made, without delay.

30) ORDER OF PRECEDENCE

In the event of any ambiguity or conflict between various sections of the contract document, the following order of precedence shall prevail:

- I. Letter of award.
- II. Instructions for bidders.
- III. Scope of work.
- IV. Terms and conditions of bid.
- V. Schedule of Requirement.
- VI. Technical specification.
- VII. Bid Submission & Price Schedule.
- VIII. Formats.

Sd/-
Commissioner
Social Welfare Department

SECTION – V
SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

Delivery Schedule:-

Supply to be completed within 120 days from the date of receipt of work order along with consignee wise distribution list

Earnest money deposit :-

Amount Rs 135 Lakhs

The Commissioner, Social Welfare Department intends to procure 150000 Nos Water Purifiers for the BPL Families under Social Justice Department to be delivered to all the beneficiaries as directed all across the state of Maharashtra.

SECTION – VI
TECHNICAL SPECIFICATIONS & QUALIFICATION
CRITERIA

TECHNICAL SPECIFICATIONS FOR WATER PURIFIERS

1. The Water purifier shall be an Offline Table Top product (i.e. it shouldn't require any running water or Electricity connection for the purpose of purification of water).
2. The water purifier unit shall be easy to install and simple to maintain.
3. the water purifier should have operational ease in such a way that its day to day functioning and regular maintenance can be ensured by target population in the category on un skilled people.
4. The water purifier should have 'easy-to-replace and maintain' consumable and the consumable should be available all across the Maharashtra.
5. The water purifier should be of well established manufacture and should have service network all over Maharashtra.
6. The water purifier shall have bottom purified water storage tank capacity of minimum 10 liters (post filtration) and top raw water storage tank capacity of minimum 8 liters (pre filtration).
7. The Construction of Water Purifier shall be such that after top and bottom tanks are completely filled with water there should be no overflow of water.
8. The body material of Water Purifier should be food grade/normally unbreakable/non – toxic/ unbreakable/ odourless/ transparent hard quality plastic
9. The Carbon Filters/Cartridges/UF Membranes installed in the unit should be able to remove dissolved Bacterial impurities listed below and should give normal taste to the water.

No	Parameters	Specified Requirements	
		Input	Output
1	E.Coli	10 ⁴ - 10 ⁵ / ml	Nil
2	Salmonella typhi	10 ⁴ - 10 ⁵ / ml	Nil
3	Shigella flexneri	10 ⁴ - 10 ⁵ / ml	Nil or 99.99% reduction
4	Vibrio Cholerae	10 ⁴ - 10 ⁵ / ml	Nil or 99.99% reduction
5	Enterococcus faecalis	10 ⁴ - 10 ⁵ / ml	Nil or 99.99% reduction
6	Klebsiella aerogenes	10 ⁴ - 10 ⁵ / ml	Nil or 99.99% reduction
7	Proteus Vulgaris	10 ⁴ - 10 ⁵ / ml	Nil or 99.99% reduction
8	Pseudomonas aeruginosa	10 ⁴ - 10 ⁵ / ml	Nil or 99.99% reduction
9	Sarcina Lutea	10 ⁴ - 10 ⁵ / ml	Nil or 99.99% reduction

10. The water purifier shall not require major replaceable consumables (Cartridge) for minimum upto 4000 liters water purification.
11. The supplied water purifier should be accompanied with user manual / user instructions in Marathi.
12. The bidder shall upload a certificate from recognized laboratory to certify the protozoa cyst test as per NSE/ANSI 53 Standard.
13. The Water purifier shall be Co-branded with Social Welfare Department Logo which will be provided by, The Commissioner, Social Welfare Department. In addition the water purifier should also have impression on the outer case "NOT FOR SALE".

QUALIFICATION CRITERIA

1. The bids are invited from Indian Registered renowned brand O.E.M or their authorised dealers only. (The Authorised Dealers will have to upload a letter of authority from Manufacturer as per Proforma)
2. The O.E.M should have minimum Experience of 3 years in Manufacturing, Designing & Commissioning of Water Purifiers. (Factory License Copy to be uploaded).
3. The O.E.M should have average turnover minimum of Rs 200 Crores in the last 3 financial years for Water Purifiers only. (Copies of Annual Report/P & L Account/ CA Certificate to be uploaded).
4. The O.E.M should have network in the Maharashtra Region.
5. The O.E.M and also the bidders shall be an ISO certified company.
6. The O.E.M should possess minimum 2 international certifications for the water purifiers.
7. The distribution/delivery of Water purifiers shall be done to actual beneficiary all across the Maharashtra. At the time of distribution/delivery to BPL beneficiaries the O.E.M or authorised dealer shall also make necessary arrangements for operational presentation to the beneficiary.
8. The bidders should upload a latest test report from any NABL accredited laboratory for the quality performance life of Cartridges/UF Membranes/Water Filters withstanding purification of 4000 liters of waters minimum.
9. CE certified product will be preferred.

SECTION – VII
FORMATS

Annexure A

AGREEMENT FORM

This Agreement is made on --- day of ----- 201- between the Commissioner, SWD, Pune bearings its registered office at 3, Church Road, Pune – 411001 which expression shall include its successors and assignees, represented by -----(Name and Address of Contractor), which expression shall include their successors and assignees of the other part.

Whereas the SWD has invited tenders for supply of ----- at CSWD (hereinafter called the work) and the contractor has furnished his tender and other conditions in response to the invitation of tenders. Whereas the CSWD has accepted the tender submitted by the Contractor for execution of the works covered under and required to be done under this agreement upon the terms and subject to the conditions as mentioned herein below and in this Agreement the contract comprises the following component parts, all of which shall form an integral part of this contract as if herein set out verbatim or if not attached, as if hereto attached.

1	Document No. I	:	LETTER OF AWARD AND LETTER OF ACCEPTANCE
2	Document No. II Section – I Section – II Section – III Section – IV Section – V Section – VI	:	BID NOTICE INSTRUCTIONS FOR TENDERERS SCOPE OF WORK TERMS & CONDITIONS OF CONTRACT SCHEDULE OF REQUIREMENTS TECHNICAL SPECIFICATIONS

NOW THESE PRESENT WITNESS and the parties hereto hereby agree and declare as follows; that is to say in consideration of the payments to be made, the contractor shall execute the said works in the manner as prescribed in the Agreement or which are implied or may be reasonably necessarily for the completion of the said work on the terms and conditions mentioned in the contract.

IN WITNESS WHEREOF THE PARTIES hereto have signed this agreement hereunder on the sate respectively mentioned against the signature of each at -----

For and on behalf of Contractor

For and on behalf of CSWD

SIGNATURE (Designation)

SIGNATURE (Designation)

Place _____

Witnessed by:
Name and Address

Name and Address

Place _____

Witnessed by:
Name and Address

Name and Address

Annexure B

PROFORMA FOR PERFORMANCE SECURITY (BANKERS GUARANTEE)

Bank Guarantee No -----

Date -----

To,
The Commissioner,
Social Welfare Department,
Maharashtra State,
3, Church Road,
Pune – 411001

Dear Sir,

In consideration of the CSWD, Pune (hereinafter referred to as the “Department” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s _____ (Name of Contractor) with its Registered /Head office at _____ (hereinafter referred to as the “Contractor”, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Institution of Award No _____ dated _____ and the same having being unequivocally accepted by the contractor, resulting into a contract bearing No _____ dated _____ valued at _____ for _____ and the contractor having agreed to provide a contract performance Guarantee for the faithful performance of the entire Contract equivalent to _____ (*) _____ % (____%) of the said value of the contract to the institution.

We _____ (Name and Address, of the Bank) _____ having its Head office at _____ (hereinafter referred to as the “Bank”, which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the department on demand any and all monies payable by the Contractor to the extent of _____ (*) _____ as aforesaid at any time up to _____ (@) _____ (days/month/year) without any demur, reservation, contest, recourse or protest and / or without any reference to the Contractor. Any such demand made by the CSWD on the bank shall be conclusive and binding notwithstanding any difference between the department and the Contractor or any dispute pending before any court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the DSWD and further agrees that the guarantee herein contained shall continue to be enforceable till the CSWD discharges this guarantee.

The CSWD shall have the fullest liberty, without affecting in any way the liability of the bank under this guarantee, from time to extend the time for performance of the Contract by the Contractor. The CSWD shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the CSWD and the Contractor or any other course or remedy or security available to the CSWD. The Bank shall not be released of its obligations under these presents by any exercise by the CSWD of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of commission or commission on the part of the CSWD or any other indulgence shown by the CSWD or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the CSWD as its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the CSWD may have in relation to the Contractors liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to -----(*)----- and it shall remain in force up to and including -----(@)----- and shall be extended from time to time for such period as may be desired by M/s ----- (Contractors Name)----- on whose behalf this guarantee has been given.

Dated this ----- day of ----- 201

At----- witness

----- (Signature)

----- (Signature)

----- (Name)

----- (Name)

(Office Address)

(Designation with Bank Stamp)

Notes:-

1. The sum shall be 3% of the Contract awarded.
2. The date shall be 90 days beyond the expiry of warranty period stipulated in the Contract.
3. The stamp papers, of appropriate value, the present value of stamp paper shall be Rs 250/-, which may vary shall be purchased in the name of guarantee issuing bank.

Annexure C

WARRANTY FORM ON BIDDERS LETTER HEAD

M/s ----- having its registered office at -----
(hereinafter referred to as “the contractor”) having carefully studied all the documents
pertaining to the contract for supply of ----- during the year 201- to
201-. ----- And the local and site conditions and
having undertaken to execute the said works.

I do hereby warrant that:

1. The Contractor is familiar with all requirements of the Contract.
2. The Contractor has investigated the site and satisfied himself regarding the character of the work and local conditions that may affect the work or its performance.
3. The Contractor is satisfied that the work can be performed and completed as required in the contract.
4. The Contractor accepts all risk directly or indirectly connected with the performance of the Contract.
5. The Contractor has had no collusion with other Contractors, with any of the men of the Commissioner or with any other person in CSWD to execute the said works according to the terms and conditions of the contract.
6. The Contractor has not been influenced by any statement or promise of the CSWD but only by the contract documents.
7. The Contractor is finally solvent.
8. The Contractor is experienced and competent to perform the Contract to the satisfaction CSWD.
9. The Statements submitted by the Contractor are true.
10. The Contractor is familiar with all general and special laws, acts, ordinances, Rules and Regulations of the State and Central Government of India that may affect the work, its performance or personnel employed therein.
- 11.

(Sign, Name, Designation & Seal)
For and on behalf of the Contractor
Seal of the Contractor

Annexure D

PROFORMA FOR MANUFACTURERS AUTHORIZATION LETTER ON MANUFACTURER LETTER HEAD

No:

Date:

To,
The Commissioner,
Social Welfare Department,
Maharashtra State,
3, Church Road,
Pune – 411001

Subject – Authorization Letter

Bid No –

Dear Sir,

We ----- (Name of Manufacturer) an Established and reputed manufacturer of -----having factory at ----- do hereby authorize M/s ----- (Name and Address of the Bidder) to represent us to tender, negotiate and conclude the contract for the above goods, manufactured by us, with you against invitation for bid no ----- due on -----

Yours Faithfully,

Name for & on behalf of
M/s (Name of Manufacturers)

Annexure E

PROFORMA FOR UNDERTAKING ON RS 100/- STAMP PAPER FROM MANUFACTURER

Date -----

To,
The Commissioner,
Social Welfare Department,
Maharashtra State,
3, Church Road, Pune – 411001

Sub – Undertaking

Ref – Bid No -----

Dear Sir,

I / We, the undersigned undertake that:

1. We undertake that we shall manufacture Water Purifiers as per the technical specifications mentioned in the bid forms required in Schedule of Requirements.

Yours Faithfully,

Name for & on behalf of
M/s (Name of Manufacturers)

Annexure F

PROFORMA FOR UNDERTAKING FOR PAYMENT OF TESTING CHARGES ON BIDDERS LETTER HEAD

Date -----

To,
The Commissioner,
Social Welfare Department,
Maharashtra State,
3, Church Road, Pune – 411001

Sub – Undertaking

Ref – Bid No -----

Dear Sir,

I / We _____ (Name of Bidder) hereby undertake that the prescribed difference of amount of testing charges if any to be paid to Govt. / Govt. approved lab for sample testing will be paid by me in cash within 2 days from receipt of intimation letter from CSWD, Pune. It is also understood that if, I/ We fail to pay charges on demand by CSWD, Pune my/our bid will not be processed and will be kept out of consideration and the action deem fit will be initiated against me/us.

Yours Faithfully,

Annexure G

PROFORMA FOR BID SUBMISSION FORM ON BIDDERS LETTER HEAD

Date -----

To,
The Commissioner,
Social Welfare Department,
Maharashtra State,
3, Church Road, Pune – 411001

Sub – Bid Submission Form

Ref – Bid No -----

Dear Sir,

I / We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents.
2. We offer to supply in conformity with the Bidding Documents and in accordance with the schedule of Requirements.
3. Our bid shall be valid for the period of time specified in of 120 days from the date fixed for the bid submission deadline, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
4. If our bid is accepted, we commit to furnish a performance security in 20 days for the due performance of the contract.
5. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
6. We understand that you are not bound to accept the lowest evaluated commercial bid or any other bid that you may receive.

Dated On _____ day of _____ 2013

Bidders Name & Signature

Annexure H

PRICE SCHEDULE FORM

[The Bidder shall fill in these Price Schedule Forms]

Sr. No.	Item Name	Rate per Unit	
		In figure	In Words
1	Water Purifier		

Note: I) Conditional discounts will not be considered for evaluation.

ii) In case of discrepancy between prices, in figures & in words the prices in Figures shall prevail.

Place :

Date :

Name:

Signature:

Business Address: