

Cost of Tender Document Rs.500/-



**TENDER DOCUMENT**  
**for**  
**“Supply of 02 Nos Out Board Engine (75HP) & 01 No. Out Board Engine (50HP) usable in Steel boat for Hydrological observation in rivers by Eastern Rivers Division, CWC , Bhubaneswar”**



**NIT No.:** ERD/JE(HQ)/NIT/2018-19/919-22. **Dated:** 29-04-2019  
**TO BE SUBMITTED ONLINE BY:** 13-05-2019 (Up to 16:00 hrs.)

**TECHNICAL BID TO BE OPENED ON:** 15-05-2019 (At 11:00 hrs.)

**Executive Engineer,  
Eastern Rivers Division  
Central Water Commission  
Bhubaneswar**

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Government of India  
Central Water Commission  
Eastern Rivers DIVISION, Bhubaneswar

## NOTICE INVITING E-TENDER

NIT No: MD/JE (HQ)/CWC/NIT/2019/919-22

Dt: 29-04-2019

The Executive Engineer, *EASTERN RIVERS DIVISION, Bhubaneswar* invites online e-tender on behalf of President of India, comprising of technical and financial bids from experienced manufacturers OR authorized dealers for "Supply of 02 Nos. Out Board Engine(75HP, 4 stroke) & 01 No Out Board Engine(50HP, 4 stroke) usable in Steel Boats for Hydrological observation in rivers by Eastern Rivers Division CWC Bhubaneswar" with all accessories and peripheral including delivery at sites, with a warranty of one years.

Estimated Cost (Rs. in Crore)	Earnest Money Deposit (Rs. in Lakh)	Cost of Tender Document (Rs)	Period of completion
0.25	@2% of Estimated cost i.e.Rs. 50000/-	Rs.500/-	90 days

- 1. Date of Issue of tender document: 29-04-2019 at 14:00hrs**
- 2. Last date of submission of Tender is 13-05-2019 up to 16.00 Hrs.**
- 3. Pre – bid conference will be held at 11:00 hrs on 06-05-2019** in the office of the Chief Engineer, M&ERO, CWC, BBSR.
- 4. Technical bids will be opened at 11.00 Hrs on 15-05-2019.**
5. The interested tenderers may also download the tender document and other details from the website <http://eprocure.gov.in/cppp/>, the Central Public Procurement Portal of Government of India or TCIL's e- tendering portal [www.tcil-india-electronictender.com](http://www.tcil-india-electronictender.com).The same is also available at tender page on the CWC website at <http://www.cwc.nic.in>. However, their tenders shall only be accepted on receipt of the cost of tender document as specified before submission of the tender. The Tender cost shall be paid through A/C payee Demand Draft (non - refundable) drawn on any scheduled bank in favor of the Executive Engineer, Eastern Rivers DIVISION, Central Water Commission, Payable at Bhubaneswar.

**Sd/-**  
Executive Engineer,  
Eastern Rivers DIVISION, CWC, Bhubaneswar  
For & on behalf of President of India

copy to: for kind information and publicity to be :-

- 1 The Chief Engineer, M&ERO, CWC, Bhubaneswar.
- 2 The Superintending Engineer, Hydrological Observation Circle, CWC, Bhubaneswar.
- 3 Sub-Divisional Engineer, Subarnarekha Sub-Division, CWC, /Balasore
- 4 Sub-Divisional Engineer, Baitarani Sub-Division, CWC, /Bhubaneswar.
- 5 Sub-Divisional Engineer, Vamsadhara Dub Division, CWC, Berhampur
- 6 Sub-Divisional Engineer, Brahmani Dub Division, CWC, Rourkela
- 7 The Accounts Branch, Eastern Rivers Division, CWC, Bhubaneswar
- 8 Junior Engineer(HQ), Eastern Rivers Division, CWC, Bhubaneswar
- 9 Notice Board, Eastern Rivers Division, CWC, Bhubaneswar

अधिकासी अभियंता  
Eastern Rivers Division, CWC, Bhubaneswar

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION  
Eastern Rivers DIVISION Bhubaneswar**

**NOTICE INVITING e-TENDER**

The Executive Engineer, *Eastern Rivers DIVISION, CWC, Bhubaneswar* invites, on behalf of The President of India, e-tender comprising of technical and financial bids from an experienced manufacturers OR authorized dealers for “*Supply of Out Board Engine (75HP) usable in steel boats for Hydrological observation in rivers by Eastern rivers Division CWC Bhubaneswar*” with all accessories and peripheral including delivery at sites, with a warranty of one years.

The procurement is estimated to cost at 0.25 Cr./- (Rupees Twenty seven lakh only) excluding taxes. This estimate, however, is given merely as a rough guide.

1. Only Original Equipment Manufacturers or their authorized dealers acting singly or in consortium with other such manufacturers/ dealers, having sufficient experience of similar works, shall be eligible to quote for the supply. Similar works are defined as those works involving supplying of OB Engine and having experience and suitable manpower and machinery for servicing OB Engine at remote locations. The tenderers shall produce proof from the appropriate authorities of having satisfactorily completed similar supplies during the last five years (ending on the last day of the month previous to the one in which the tenders are invited) where the OB Engines are supplied by them are working satisfactorily and the same could be inspected. The bidder shall have to fulfill the following criteria of satisfactory execution of supplies as given below:

1.1 Having annual turnover equivalent to INR 100.00 lakhs or more during each of the last three years. Copies of audited balance sheets of the company shall be provided with the technical tender.

and

1.2 If any bidder has supplied Out Board Engine to CWC during the past five years, then a satisfactory performance certificate of from concerned Division office should be provided.

2. A prospective bidder may apply singly or in a consortium with other partners, each one being an Original Equipment Manufacturer (OEM) or an Authorized Agent/ subsidiary having sales and full service facilities located in India. For authorized dealers, the submission of an ink signed certificate to the effect from the OEM being represented by him shall be obligatory. The period of validity of the dealership certificate issued by OEM to the authorized dealer and certificate of assured supply of services/spares during the warranty period is to be provided by the OEM.
3. In case of a consortium, the agreement in original between various partners will be submitted with the bid clearly identifying the parts and components of the system for which the concerned partner is responsible for execution. However, each of the partners of the consortium will be jointly responsible for execution and completion of the supply.
4. Wholly owned subsidiary can include the experience of its parent company.
5. One of the partners of the consortium will be identified in the agreement, mentioned in point no. 3 above, as a lead partner and will be authorized to execute the contract with the purchaser. All financial transactions and liabilities shall rest with the lead partner.
6. The qualifying criteria will be applicable to each of the partners of the consortium with a limited scope of works for which the concerned partner is responsible as a member of the consortium.

7. In case of consortium of manufacturers, authorized dealers, contractors for the major components of the works, such as Supply of Out Board Engine etc. the qualifying criteria will be applicable to each partner separately for the specific portion of the project which is to be the direct responsibility of the partner.
8. Agreement shall be drawn with the successful bidder on prescribed Form CPWD-9; Bidder shall quote his rates as per various terms and conditions of the said form, which will form part of the agreement.
9. The time allowed for carrying out the works shall be 90 days from the 30<sup>th</sup> day after the date of written orders by the purchaser.
10. **The NIT and tender can be downloaded from TCIL's e-tendering portal with URL <https://www.tcil-india-electronictender.com> or [www.cwc.gov.in](http://www.cwc.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in). However, in order to be able to participate in the tender, it is mandatory to download official copy of tenders from <https://www.tcil-india-electronictender.com>**
11. The tenderers downloading the tender document from website shall enclose the cost of tender document, i.e., **Rs. 500/- (Rupees Five Hundred Only)** in the form of A/C payee Demand Draft (non - refundable) drawn on any scheduled bank in favour of the Executive Engineer, *Eastern Rivers DIVISION, CWC, Bhubaneswar* payable at *Bhubaneswar* on or before last date of submission of the e-Tender.
12. Tenders, in two bid system, containing technical bid and the other containing financial bid will be received online by the Executive Engineer, *Eastern Rivers DIVISION, CWC, Bhubaneswar* (hereinafter called Purchaser) **online up to 16.00 hours on 13-05-2019**. The technical bid will be opened online by the Purchaser or his authorized representative on **15-05-2019 at 11.00 hours** for preliminary inspection of requisite documents of each bid. However detailed technical examination shall be carried out subsequently. Only those tenders, which are successful in technical evaluation, shall be considered further for financial evaluation. The date and time for opening of financial bids of technically qualified bidders shall be intimated.
13. The technical bid shall include all the relevant technical literature, brochures and other documents supporting the technical competence of the offers and shall indicate by proper cross referencing with such supporting documents as to how the specification requirements are being met by their offer. Any additional information requested by the purchaser during the course of evaluation of the technical and financial bid shall be supplied within the time limits set by the purchaser.
14. The Earnest Money, (unless exempted) of **Rs 50,000/- (Rupees Fifty thousand only)** as Demand Draft drawn on a Scheduled Bank in favour of Purchaser, or in any other forms as per **CPWD works manual 2014** [clause 19.4(i) Cash up to 10,000 (ii) Treasury challan (iii) Deposit at call Receipt of a scheduled Bank guaranteed by the RBI (IV) Banker's cheque of a scheduled Bank (v) Fixed Deposit receipt (FDR) of a Scheduled Bank. **((a)A part of earnest money is acceptable in the form of bank guarantee also. In such cases 50% of earnest money or Rs. 20 Lakh whichever is less will have to be deposited in shape prescribed above and balance can be accepted in form of bank Guarantee issued by a scheduled bank (b) It should be ensured that the FDR is pledged in favour of the Purchaser. It is the tenderer's own interest to keep the FDR valid as long as it is required]** has to be submitted on or before the last date of submission of the tender. Tenderer exempted from depositing earnest money in individual cases, shall attach with the tender an attested copy of the letter exempting him from depositing earnest money and shall produce the original when called upon to do so. The technical bid of the tenderer whose specified earnest money is not received within stipulated time, will not be considered for opening and summarily rejected. No further communication shall be entertained in this regard.
15. The details of the supplies are given under the Schedules, Special Conditions of Contract, Scope of Supply and Technical Specification.
16. Detailed information pertaining to the supplies will be open for inspection by the tenderers at the office of the Purchaser. Tenderers are advised to inspect and examine the locations where the Out

Board Engine is to be delivered, at his own cost, and satisfy themselves before submitting their tenders, the form and nature of the site, the means of access to the site and other requirements in general, obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their subsequent work at these sites. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the supply to be done and other factors having a bearing on the execution of the work. No extra claim shall be entertained in this regard.

17. The competent authority, on behalf of President of India, does not bind itself to accept the lowest or any other tender, and reserves its right to reject any or all of the tenders received without the assignment of any reason. The competent authority on behalf of President of India 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.
18. The tenderer who wants purchase preference shall clearly indicate so in financial bid along with copy of the document based on which such claim is made. The competent authority reserves its right to allow to the Central Government Public Sector Enterprises a purchase preference with reference to the lowest valid price bid as per Government of India rules prevalent on the date of opening of bid.
19. All such tenders, in which any of the prescribed conditions of the tender document are not fulfilled or are incomplete in any respect are liable to be rejected.
- 20. The terms and conditions mentioned in the NIT, Additional instruction to the bidders and SCC shall override those given under CPWD Form 9 General terms and Conditions.**
21. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be summarily rejected by Purchaser. The tenderer shall not be permitted to tender for works in the CWC circle(responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer of the concerned Circle, and Junior Engineer (both inclusive). 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 to any Gazetted officer in the Central Water Commission or in the Ministry of Water Resources, RD & GR. Any breach of this condition by the tenderer would render his tender liable to be rejected.
22. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
23. The tender for the works shall remain open for acceptance for a period of Ninety (90) days from the due date of submission of tenders. If any tenderer withdraws his tender before the aforesaid period or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
24. This Tender/Bid Document comprises of the following parts:
  - Notice Inviting e-Tender
  - Additional Instruction to Tenderers
  - CPWD Form –9 with GCC
  - Acceptance Certificate
  - Scope of Supplies
  - Schedule of quantities
  - Technical Specifications

- Special Conditions of Contract (SCC)
- Financial Bid Format
- Annexures (Bank Guarantee format, Integrity Pact )

25. A Pre – bid conference will be held at 11:00 hrs on 06-05-2019 in the office of the chief Engineer, M&ERO, CWC, Bhubaneswar. The representatives of the tenderer who wish to participate in the tender and their associates (not exceeding 4 persons) shall be eligible to participate in the conference and take part in the discussions. A potential tenderer may send, by 16.00 hrs. of 05-05-2019 the issues in writing on which clarifications are required. All the queries and clarifications required by them will be submitted in writing duly signed preferably prior to the convening of the conference and in any case not later than 1 hour after the conclusion of the conference. Only written requests will be responded in the amendments/ clarifications issued by the department after the pre-bid conference. All responses to the clarifications will be supplied to all the bidder without identifying the individual tenderer who raised the request. For the bidders purchasing the tender documents subsequent to the issue of the clarifications, no additional queries/ clarifications will be entertained. The clarifications issued shall be treated as amendments to the tender requirements.
26. In this conference, the clarifications, if any, required by any prospective bidder on the tender documents would be discussed. If, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, the department modifies the tender documents by an amendment, the same will be uploaded on the TCIL portal as an amendment.
27. The Tender Document shall form a part of the contract agreement. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the issue of acceptance letter, shall sign the contract agreement.

Executive Engineer,  
*Eastern Rivers DIVISION, CWC, Bhubaneswar.*



## ADDITIONAL INSTRUCTIONS TO TENDERERS

1. At any time prior to the deadline for submission of bids, the department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the bidding documents by amendment in writing, which will be binding on all the Tenderers.
2. The bid prepared by the Tenderer, as well as all correspondence and documents relating to the bid exchanged by the Tenderer and the department shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation in English Language shall govern.
3. All corrections/ cuttings/over writings in the tender document shall be initialed by the Tenderer.
4. The technical bid prepared by the Tenderer shall comprise the following components:
  - a. Technical specifications of the offered equipment with comparison sheet with the specifications as required in the tender documents. ;
  - b. All the terms and conditions clearly indicating variation, if any, with tender requirements;
  - c. Documentary evidence to establish that the Tenderer is eligible to bid and is qualified to perform the contract if the bid is accepted;
  - d. Documentary evidence to establish that the Out Board Engine and accessories to be supplied by the Tenderer are as per specifications and conform to the bidding documents;
  - e. Earnest Money Deposit in prescribed form; and
  - f. Original tender with schedule of quantities without any pricing information.
5. The financial bid shall comprise the following components:
  - a. Schedule of Quantities and Financial Bid Format duly completed.
6. **Bids shall be submitted online only at TCIL website URL <https://www.tcil-india-electronictender.com>.Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractor/Tenderer for the e-submission of the bids online through TCIL portal. The tender notice is also available at [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.cwc.nic.in](http://www.cwc.nic.in).**

**For the evaluation and submission purpose only online bid is permissible. However, the bidder are requested to submit the hard copies of the technical bids in the office of Purchaser (After opening of online bids)that would be only be for reference, and cannot be construed as a substitute of online bid.**
7. Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>,and CWC website [www.cwc.nic.in](http://www.cwc.nic.in) and CPPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum /amendment
8. Evaluation of Bids: Initially only the Technical Bids shall be opened and evaluated. If the bidder meets the qualifying criteria as specified in the bid document, and the solution offered by him meets the requirement of the tenderer, then the bidder shall be shortlisted for financial evaluation. Otherwise the bidder would be rejected at this stage itself.

The date and time of opening of the financial bids shall be fixed subsequently and intimated to the technically qualified bidders in advance. The bidder whose bid is in order and evaluated to be financially lowest, after considering any loadings that are decided at the technical evaluation stage, shall be considered for negotiations(not involving financial aspects) for award of the contract.

- Please Note:**
1. Bidders are requested to submit their technical bids with all the supporting documents in the above order only for the purpose of technical evaluation
  2. Wholly owned subsidiary can include the experience of its parent company.
9. The prices quoted shall be **F.O.R.** destination (at Site) and inclusive of all duties and taxes including Custom Duty, Octroi, VAT, service tax, Entry and Other taxes etc. and no additional amount on the quoted prices shall be paid on account of such duties, taxes and octroi etc.
  10. Fixed price. Prices quoted by the Tenderer shall be fixed during the validity period of the Contract and not subject to variation on any account. A Tender submitted with an adjustable price quotation is liable to be treated as non-responsive and rejected.
  11. Prices shall be quoted in **Indian Rupees only**.
  12. The Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the bidding documents of all Out Board Engine and services, which the Tenderer proposes to supply under the Contract.
  13. The documentary evidence of conformity of the Out Board Engine and services to the tender documents may be in the form of literature, drawings and data, and shall consist of:
    - a. A detailed description of the essential technical and performance characteristics of the Out Board Engine.
    - b. A list giving full particulars, including available sources and current prices of spare parts, special tools, etc. necessary for the proper and continuing functioning of the Out Board Engine for a period of Five years, following commencement of the use of the Out Board Engine by the Department, and
    - c. An item-by-item comments on the department's technical specifications demonstrating substantial responsiveness of the Out Board Engine and services to those specifications or a statement of deviations and exceptions to the provisions of the technical specifications.
  14. For purposes of the comments to be furnished, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the department in its technical specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates, to the department's satisfaction, that the substitutions ensure substantial equivalence to those.
  15. During evaluation of technical bids, the department may, at its discretion, ask the Tenderer for a clarification of its bid or ask for field/office demonstration of the equipment, for which no charges shall be paid to the Tenderers. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
  16. Tenders from Agents/dealers, without proper authorization from the manufacturer, shall be treated as non-responsive.
  17. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the contractor does not accept the correction of errors, its tender will be rejected.
  18. The department will evaluate and compare tender which have been determined to be substantially responsive and the financial tender shall be opened only of the Tenderers whose technical bids are found acceptable. The date and time shall be fixed subsequently and intimated to the technically qualified Tenderers in advance.
  19. The evaluation of Financial Bids shall include the cost of equipment including the taxes, octroi, levies etc. as applicable at final destination and testing, commissioning, maintenance and training and any other services essential for completion of the supplies;

20. The Tenderer shall not contact the Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Department, it should do so in writing.
21. An affirmative determination will be a prerequisite for award of the work to the contractor.
22. The department reserves the right at the time of contract award to increase or decrease by up to **25% the quantity of** Out Board Engine originally specified in the Schedule of Quantities & Financial Bid Format without any change in unit price or other terms and conditions.

### **23. SPECIAL INSTRUCTIONS TO BIDDERS BY TCIL FOR E - TENDERING**

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Central Water Commission has decided to use the portal <https://www.tcil-indiaelectronic tender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's Software is also referred to as Electronic Tender System® (ETS).

Benefits to tenderers are outlined on the Home-page of the portal.

#### **Instructions**

#### **Tender Bidding Methodology:**

Single Stage Envelope

#### **Broad Outline of Activities from Bidder's Perspective:**

Procure a Digital Signing Certificate (DSC)  
Register on Electronic Tendering System® (ETS)  
Create Marketing Authorities (MAs),  
Users and assign roles on ETS  
View Notice Inviting Tender (NIT) on ETS  
For this tender -- Assign Tender Search Code (TSC) to a MA

Download Official Copy of Tender Documents from ETS  
Clarification to Tender Documents on ETS  
Query to Central Water Commission (Optional)  
View response to queries posted by Central Water Commission  
Bid-Submission on ETS  
Attend Public Online Tender Opening Event (TOE) on ETS  
    – Opening of relevant Bid-Part  
Post-TOE Clarification on ETS (Optional)  
    – Respond to Central Water Commission Post-TOE queries  
Attend Public Online Tender Opening Event (TOE) on ETS  
    Opening of relevant part (i.e. Financial-Part)  
    (Only for Technical Responsive Bidders)  
    Participate in e-Reverse Auction on ETS

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

#### **Digital Certificates**

For integrity of data and authenticity/non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). Also referred to as Digital

Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

## **Registration**

To use the Electronic Tender® portal <https://www.tcil-india-electronic tender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ETS Helpdesk (as given below), to get your registration accepted/activated.

Important Note: To minimize teething problems during the use of ETS (including Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

**TCIL/ ETS Helpdesk Telephone/ Mobile Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-1126241790 (Multiple lines) Emergency Support Mobile Numbers: +919868393775, 9868393717, 9868393792 E-mail ID [ets\\_support@tcil-india.com](mailto:ets_support@tcil-india.com)**

## **Some Bidding related Information for this Tender (Bid)**

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows: Submission of Bid-Parts/ Envelopes Single-Part Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD), Submission of digitally signed copy of Tender Documents/ Addendum Submission of General Terms and Conditions (with/ without deviations), Submission of Special Terms and Conditions (with/ without deviations).

## **Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below: As part of the Electronic Encrypter™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate PassPhrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

**CAUTION:** All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic

Forms™ and the ‘Main-Bid’, the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, ‘Pass-Phrase’ of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

(Optional Text in EBI, depending upon the decision of the Buyer organization): Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Buyer Organization Name in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

**OR**

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the ‘Time Locked Electronic Key Box (EKB)’ after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the ‘Time Locked Electronic Key Box’ is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/portal. Public Online Tender Opening Event (TOE) ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE. Every legal requirement for a transparent and secure ‘Public Online Tender OpeningEvent (TOE)’, including digital counter-signing of each opened bid by the authorized TOEevent (TOE)’, including digital counter-signing of each opened bid by the authorized TOEofficer(s)in the simultaneous online presence of the participating bidders’ representatives, hasbeen implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’. ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens. ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/ Downloading’. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

**Other Instructions**

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronicstender.com>, and go to the User-Guidance Centre. The help information provided through ‘ETS User-Guidance Centre’ is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories. Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

## **SIX CRITICAL DO'S AND DON'TS FOR BIDDERS**

Specifically for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)
5. It is the responsibility of each bidder to remember and securely store the PassPhrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'.

For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

### **NOTE :**

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

### **Minimum Requirements at Bidder's End:**

Computer System with Boat configuration (Min core i3, 3.4 GHz,4 GB DDR 3, 500GB HDD, Windows7 professional), Broadbandconnectivity, Microsoft Internet Explorer 6.0 or above, Digital Certificate(s).

C.P.W.D-9

**Tender for Supply of 02 Nos Out Board Engine (75HP, 4 stroke) & 01 No Out Board Engine (50HP, 4 stroke) usable in Steel Boats for Hydrological observation in rivers by Eastern Rivers Division CWC Bhubaneswar**

Price of Tender: [ Rs.500/- ]

Estimated Cost: [ Rs. 0.25 cr ]

I/We hereby tender for the supply to the President of India of the materials described in the under mentioned memorandum according to the specifications within the time specified and the rates specified therein to the conditions of the contract.

Memorandum: (i) Earnest money: [ Rs. 50,000/- ]

(ii) Security Deposit: @ mentioned in clause no. 8, Page No. 17

(a) Payable immediately on the acceptance of the tender (including earnest money if deposited with tender Rs.[ ]).

(b) Percentage to be deducted from bills[ ] [Rs. ]

Description of specifications of materials to be supplied	Total quantities of each to be supplied	Places at which to be delivered	Quantities to be delivered to each place	Dates by which delivery at all places must be completed	Rates by which articles are to be supplied inclusive of taxes and all charges	Unit	Total cost of each articles inclusive of every demand(INR)	Remarks
As per attached specifications	As per NIT	As given under Schedule 'A'	As given under Schedule 'A'	As per NIT				

Should this tender be accepted. I/We hereby do agree to abide by and fulfill all the terms and provisional of the said conditions annexed hereto so far as applicable and or in default thereof to forfeit and pay to the President of India or his successor in office the sum of money mentioned in the side conditions. A sum of Rs. ....is herewith forwarded in form of Demand draft/treasury Challan/Treasury challan/ Deposit at call Receipt of a scheduled Bank guaranteed by the RBI/Banker's cheque of a scheduled Bank/Fixed Deposit receipt (FDR) of a Scheduled Bank. as earnest money. if I/we fail to commence the work to specified in the above memorandum or I/we fail to deposit the clause I of the said conditions of contract (ii) (a) in the above memorandum in accordance with the clause I of the said conditions of contract, I/We agree that the said President or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely otherwise the said earnest money shall be retained by him towards such security deposit. I/ We further agree that the said President or his successors in office shall also be at liberty to cancel the acceptance of the tender if I/We fail to deposit security amount as aforesaid.

Signature of Tenderer

Signature of Witness with date  
Bhubaneswar

The above tender is hereby accepted by me on the behalf of the President of India.

Dated:

Signature of the officer by  
Whom the tender is accepted

**GOVERNMENT OF INDIA  
CENTRAL WATER COMMISSION**

Executive Engineer, *Eastern Rivers DIVISION, Bhubaneswar*

**TENDER AND CONTRACT  
FOR  
SUPPLY OF MATERIALS  
(Central P.W.D. Code. Paragraph 89)**

**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

1. All suppliers proposed to be obtained by contract will be notified in a form of invitation to tender posted on public places and signed by the Engineer in charge of his authorized representative. This form will state the supplies to be made as well as the date for Submitting and opening tenders and the time allowed for carrying out the work, also the amount of the earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tender and the percentages, to be deducted from bills Copies of the Specifications and any other documents required in connection with the work, signed for the purpose of identification by the Engineer in charge of his authorised representative shall also be open for inspection by the contractor of the Office of the Engineer in charge of his authorised representative during Office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorising him to do so, such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under the India Partnership Act.
3. Receipts for payment made to a firm, must also be signed by the several partners except where the contactors are described in their tender is a firm, in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effect full receipt for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Tenders which purpose alteration in the work specified in the said form of invitation to tender or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work, but contractors wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelop.
5. The Executive Engineer, *Eastern Rivers DIVISION,CWC, Bhubaneswar*, or duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form, In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign, copies of the specification and other documents mentioned in rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted under shall there upon be returned to the contractor making the same.
6. The Officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the tendering authority and the contractor shall be responsible foreseeing that he produces a receipt signed by the Executive Engineer, *Eastern Rivers DIVISION, CWC, Bhubaneswar*, or a duly authorized cashier.



8. Security Deposit Clause: The person/ persons, whose tender (s) may be accepted (herein after called the contractor) shall permit Govt. at the time of making any payment to him for work done under the contract to deduct such sum as long with the sum already deposited as earnest money will amount.

- (i) In the case of works costing upto Rs. 1,00,000/- to 10 % of the estimated cost of the work put to tender.
- (ii) In the case of works costing more than Rs. 1,00,000/- and upto Rs. 2,00,000/- 10% on the first 1,00,000/- 7-1/2% on the balance.
- (iii) In the case of working costing more than Rs. 2,00,000/- to 10% on the first Rs. 1,00,000/- 7-1/2 on the next Rs. 1 Lakh and 5 % on the balance, subject to a maximum of Rs. 1,00,000/- only unless he is they are exempted from payment of Security Deposit in individual cases or has/ have deposited the amount of security at the rate mentioned above in case or in the form of Govt Securities of First deposit Receipts or Guarantee Bonds of any scheduled bank or the State Bank of India in case a fixed deposit receipt of any bank is furnished by the contractor to the Govt. as part of the security deposit and the bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt, the loss caused there by shall fall on the contractor and the contractor shall forth with on demand furnish additional security to the Govt. to compensate the deficit, Such deduction to be held by Govt. by way of security deposit provided always that the Govt, for this purpose shall be entitled to recover recent of the amount of each running bill till the balance of the amount of security deposit is realised. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due to may become due to the contractor by Govt. on any account whatsoever an in the event of his security deposit being reduced by reasons of any such deductions or sales as aforesaid the contractor shall within 10 days in cash of guarantee bound in favour of the President of India executed or fixed deposit receipt tendered by State Bank of India or by scheduled banks (In case of limits prescribed by Reserve Bank of India by Govt. securities it deposited for more than 12 months) endorsed in favour of the Engineer in charge any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money if deposited in each at the time of tender will be treated as part of security deposit.

**Note:-**

1. Govt. papers tendered as security will be at 5 % below its market value on its full value Whichever is less. The market price of Govt. papers would be curtailed by the Engineer in charge of his authorized representative at the time of collection of interest and the amount of interest of the deficiency in value of Govt. papers will be withheld if necessary Govt. securities will include all forms of security mentioned in rule 274 of GFR except fidelity bond. This will be subject to observance of conditions under the rule against each form of security.
2. The contractor is to deliver the materials on or before he mention in the tender. Failing which he shall be subject to pay or allow 1.5 percent per month on the Contract amount & the maximum deduction is 10%.
3. In every case in which the payment or allowance mentioned in clause 2 shall have incurred for then consecutive days, the Engineer in charge of his authorized representative shall have the power to annual the contract and or have the supply completed at the contractor's risk and expenses without any further notice to him and the contractor shall have no claim to compensation for any loss that he may incur in any case.

4. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender he shall apply in writing to the Divisional authority of this Engineer in charge of his authorized representative. The period of hindrance will not be counted in the stipulated period of supply mentioned in the tender. Proper reason for hindrance with necessary documents should also be submitted to the Division office.
  5. The contractor shall give to the Engineer in charge of his authorized representative (hereinafter called the Engineer-in-charge) of his intention of making delivery of materials and on the materials being approved, as receipt shall be granted to him by the Engineer in charge of his authorized representative or his assistant and not no material will be considered as delivered until so approved.
  6. On the completion of the delivery of materials the contractor shall be furnished with a certificate to that effect by the Engineer in charge or his authorized representative (hereafter contractor shall Engineer-in-charge) but the delivery will not be considered complete until the contractor shall have removed all rejected materials and shall the approved materials stocked or placed in such positions as he pointed out to him.
- 6A If at any time after the commencement of the supplies the President of India shall for any reason whatsoever not require the whole thereof as specified in the tender to be supplied the Engineer in charge of his authorized representative shall in addition to his power to annual the contract in case of default on the part of the contractor, have power to terminate all liability of the President there under at any time after giving due notice in writing to the contractor of his desire to do so, In the event of such a notice being given.
- (a) The Tenderer shall be entitled to direct the contractor to complete the supply of the material which are ready for delivery up to the expire of the notice and thereafter to case their supply, all the articles or supplies received and accepted up to that date shall be paid for at the tender rate, and.
  - (b) The contractor shall have no claim to any payment or compensation what-so-ever 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 termination or for any loss which he might have sustained on this account.
7. No payment shall be made for a work estimated to cost rupees five thousand or less till after the whole or the work shall have been completed and certificate of completion given. But in the case of work estimated to cost more than rupees five thousand the contractor shall on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then executed to the satisfaction of the Engineer-in-charge, whose certificate of the sum of payable shall be final and conclusive against the contractor.
  8. Payment due to the contractor may, if so desire by him, be made to his bank instead of direct to him, provided that the contractor furnishes to the engineer-in-charge (1) an authorization in the form of a legally valid documents such as power of attorney containing authority on the bank to receive payment and (2) his own acceptance of the contractness of the account made out as being due to him by the Government or his signature on the bill or other claim preferred against Govt. before settlement by the Engineer-in-charge of the account of claim by payment to the bank while the receipt by such bank shall constitute a full and sufficient discharge for the payment the contractor should, wherever possible present his bills duly received and discharge through his bankers.

However, nothing herein contained shall separate to create in favour of the bank any rights or equite vis-a-vis the President of India.

8. The materials shall be of the best description and in strict accordance with the specification and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-charge.
9. In the event of the material being considered by the Engineer-in-charge to be inferior to that described in the specifications, the contractor shall on demand in writing forthwith remove the same at his own charge and cost and in the event of his neglecting to do so within such period as may be named by the Engineer-in-charge that office may have such rejected material remove at the contractor's risk and the expenses incurred being liable to be deducted from any sums due or which may become due to the contractor.
- 9-A The contractor/ seller hereby declares that the articles sold or to be sold to the Govt. under this contract shall be of the best quality (and work mark ship) and shall be strictly in accordance with the specifications and particular contained mentioned in clause 8 hereof and the contractor seller hereby guarantees that the said articles shall continue to confirm to the description and quality aforesaid for a period of three months shall the date of delivery of the said article to the Engineer-in-charge and that notwithstanding the fact that the Engineer-in-charge may have inspected and on approved the said articles be discovered not to confirm to the description and quality aforesaid or to have deteriorated (and the decision of the Engineer-in-charge in that behalf will be final and conclusive a binding on the parties the Engineer-in-charge will be entitled to reject the said articles or portion thereof as may be discovered not to confirm to the said description and quality. On such rejection the articles store will be at the seller's risk and the provisions contained in the clause hereof shall mutatis mutandis apply to the removal of articles rejected under this clause. The contractor/seller shall if called upon to replace the said articles or such portion thereof as has been rejected by the Engineer-in-charge or otherwise the contractor/ seller shall pay to the Govt. 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 Govt. in that behalf under this contract or otherwise.
10. If the contractor or his work people or servants shall break, deface injure or destroy a building, road, road clubs, fence enclosure, water pipes cables drains, electric or telephone posts or wires, trees, grass land of cultivated ground contiguous to the place where the materials are being supplied, he shall make the same at his own expense and in the event of his refusing or quailing to do so the damage shall be required at his expense by the Engineer-in-charge, who shall deduct the cost from any sums due, or which may become due to the contractor.
11. The contractor shall supply at his own expense all tools, plant and implements required for the due fulfillment of his contract and the material shall remain at his risk till the date of final delivery, unless it shall have been in the mean time remove for use by the Engineer-in-charge.
12. No material shall be brought to site or delivery on Sundays without the written permission of the Engineer-in-charge.
13. This contract shall not be sublet without the written permission of the Engineer in charge of his authorized representative. In the event of the contractor subletting his contract without such permission he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit and shall have no claim for any compensation for any loss that may have collected or engagement entered into.
- 13A. The Engineer-in-charge shall have power to make any alternation in, commissions firm, additions to or substitutions for the original specifications, designs, and instruction that may appear to him to be necessary or advisable during the course of supply of the materials and the contractor shall be bound to supply the materials in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations omissions, addition at substitutions shall not invalidate the contractor, and altered additional or subsisted materials which the

contractor may be directed to supply in the manner above specified as part of the work shall be supplied by the contractor on the same conditions in all respect or which he agreed to do the main work, and at the same rates, are as specified in the tender for the main work. The time for the completion of the supply shall be extended in the proportion that the altered, additional or substituent quantity of materials bears to the original quantity and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered additional or substituted materials include any class of materials, for which the rate is specified on this contract than such class of materials shall be supplied at the rates entered in the schedule of the .....direct on which the estimated cost shown on page 2 of the tender is passed and in such class of materials are not entered in the said schedule of rates, than the contractor shall within seven days of the date or his receipt of the order to supply the materials inform the Engineer-in-charge of the rate which it is his intention to charge for such class of materials and if the Engineer-in-charge does not agree to this rate he shall by notice in writing be at liberty to cancel this to supply such class of materials and arrange the supply thereof in such manner as he may consider advisable provided always that if the contractor shall commence supply or incur any expenditure in regard thereto. Before the rates shall have been determine as lastly herein before mentioned time and in such case he shall only be entitled be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination of the rate as aforesaid accounting to such rate or rates shall be fixed by the Engineer-in-charge in the event of a disputes the decision of the Superintending Engineer of the circle shall be final.

13B. In every case in which by virtue of the provision of Section 12 Sub Section (1) of the workman's Compensation Act, 1923. Govt is obliged to pay compensation to a worker employed by the contractor, in execution of the works Government will recover from the contractor the amount of the compensation so paid and with prejudice to the rights of Govt. under Section 12, Sub Section (2) of the said Act Government shall be at liberty to recover such amount or any part thereof by deducting if from the security deposit or from any sum due by Govt. to the contractor whether under this contractor otherwise. Government shall not be bound to contract any claim made against it under Section 12 Sub Section(1) of the said Act. Except on the written request of the contractor upon his giving to Government full security for all costs for which Govt. might become liable in consequence of contesting such claim.

13 C (a). The contractor shall pay not less than fair wage to labourers engaged by him on the \_\_\_\_\_ work.

Explanation:

- (a) "Fair Wages" means wages whether for time or place work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the C.P.W.D. for the district in which the work is done.
- (b) The contractor shall notwithstanding the provisions of any contract to the contrary cause to be paid fair wages to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said as if the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply or cause to be completed with the C.P.W.D. contractor's labour Regulations made by Government from time to time in regard, payment wages, wage period, deductions, from wages, recovery of wages not paid and deductions unauthorizedly made maintenance of wage register wage cards, publication of scale of wages and other terms of employment, inspection and submissions of periodical returns and all other matters of a like nature. The Executive Engineer or sub Engineer in charge of his authorised representative concerned shall have the right to deduct, from the money due to the contractor any sum required or estimated to be required for making

Boat the loss suffered by a worker or workers by reasons of nonfulfilment of the contract for the benefit of the workers, non-payment, of wage or of deductions made from his or their wages which are not justified by the terms of the contractor or non observance of the regulations.

- (d) In the case of Union Territory of Delhi however as the all inclusive minimum daily rates of wages fixed under notification of the Govt. of India in the Ministry of Labour and Employment and forwarded by Chief Engineer vide No. SSW (NDZ)/SWI/SP/S-60/73/109-819 dated 6.6.73 etc. Inclusive of wages for the weekly day of rest the question of extra payment for the weekly holidays would not arise.
- (e) Under the provision of the minimum Wages Act, 1948 and the minimum Wages (Central) Rules 1950 modified from time to time. The contractor is bound to allow or cause to be allow to the labourers directly or indirectly employed in the works one day's rest for six days continuous work and pay wages at the same rate as for duty in the event of default the Executive Engineer or Sub Engineer in charge of his authorised representative concerned shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labours and pay the same to the persons entitled thereto from money due to the contractor.
- (f) Vis-a-vis the Central Government to the contract shall be primarily liable for the payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub contracts.
- (g) The regulations aforesaid shall be deemed to be a part of contract and may breach thereof shall be deemed to be breach of his contract.

13-D In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with the cause to be complied with all rules frame by Government from time to time for the protection of health and sanitary arrangements for workers employed by the C.P.W.D. and its contractors.

13-E In the event of the contractor (s) committing a default of any of the provisions or of the Central Public Works Department Contractor's Labour Regulation are Modal Rules for the protections of health and sanitary arrangements for the workers as amended form time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is waterlally incorrect he/ they shall without prejudice to any other liability pay to the Government a sum not exceeding Rs. 50.00 per every default breach or furnishing making submitting filling such materially incorrect statement and in the event of the contractor (s) defaulting continuously in this respect, the penalty may be enhanced of the 50/- per day for each day of default subject to a maximum of 5 percent, of the estimate cost the estimate of the work put to tender. The decisions of the Engineer-in-charge shall be final and binding on the parties.

Standing order No. 101 dated 19.2.1963

In form No. P.W.D.-9 in the Books of forms (First Edition, First Reprint) referred to in para 16 of the Central P.W.D. Code Revised Edition, 1969, and the following after clause 6.

The Security Deposits of Contractors shall not be refunded before the expiry of the three months after the issue of certificate, final or otherwise of completion of supply or till the final bill has been prepared and passed, whichever is later.

Correction Slips of P.W.D. 9 Tender Form for Supply

C.S. No. 1 (Clause 13 A of PWD -9) : This tender/ quotation is submitted on the understanding that we shall responsible for delay or failure to execute orders placed against this tenders quotations directly or indirectly caused by or due to act of Govt. of Mobilisation, demobilisation requisition force major lock outs, labour disturbances trade disputes strikes fire pertilence damage or accident to our machine or by other even or circumstances whatsoever beyond our machinery or nay of the above said causes or not (this includes delay or any failure to execute the order occasioned by fulfillment by us of any other commitments in cases where directly or indirectly, due to any other causes and or consequences due date or dates or such commitment have been extended).

C.S. No2 (Clause 13 (dd) PWD-9) : In the case of Union Territory of Delhi however as the all inclusive minimum daily rates of wages fixed under notification of the Govt. of India in the ministry of labour& employment No. 66 (1)/69-I (B) dt. 15-5-69 are inclusive of wages of the weekly day of rest the question of extra payment for the weekly holiday would not arise.

C.S. No.3 (Clause 14 PWD-9) L It is also a term of the Contract that if the contractors do/ does not make any demand for arbitration in respect of any claim (s) in writing with 90 days or receiving the intimation from the Govt. that the bill is ready for payment the claim of the contractors will be deemed to have waived and absolutely barred and the Govt. shall be discharged and released of all liabilities under contract in respect of these claims.

## ACCEPTANCE

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

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

- i)
- ii)
- iii)

For & on behalf of President of India

Signature.....

Designation.....

Dated.....

## **SCOPE OF SUPPLY**

The contractor shall be required to supply the following equipment and services:÷

**“Supply of Out Board Engine (75HP) usable in Steel Boats for Hydrological observation in rivers by Eastern Rivers Division CWC Bhubaneswar**

- i. "with all accessories and peripheral including delivery at sites, with a warranty of one years.
- ii. Performing on-site assembly, start-up of the supplied Out Board Engine.
- iii. Clearances and obtaining approvals/ permissions from various Govt. agencies for supply of Out Board Engine.
- iv. Supply of tools required for assembly and/or maintenance of the supplied Out Board Engine.
- v. Supply of detailed operations and maintenance manual in original of each for each appropriate unit of supplied Out Board Engine
- vi. Provision of Warranty services after handover of the Out Board Engine for all supplied Out Board Engine and accessories and parts thereof, for a period of one (1) year. The services during the warranty period relates to rectification of any defect either due defective material or equipment/ due to wear or tear of equipment material due to normal use.
- vii. Training to staff of CWC will be imparted by the supplier. Training shall include all aspects of Out Board Engine operation, maintenance and minor repairing of Out Board Engine.
- viii. The maximum period allowed for rectification/replacement of the defects or errors shall be 15 days from the date of lodging of the complaint with the vendor. During repair one or two workman from site will be trained.
- ix. In case of any conflict arising in interpretation of any Para of NIT, the decision of the Purchaser shall be final & binding.



## **SPECIAL CONDITIONS OF CONTRACT**

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30. Notices
31. Payment

### **1. Definition:**

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

**“The Contract:** means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all amendments, attachments and appendices thereto and all documents incorporated by reference therein.

**“The Contract Price”** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

“**The Out Board Engine**” means all of the equipment, machinery and / or other materials which the Contractors are required to supply to the Purchaser under the contract.

“**The Services**” means those services ancillary to the supply of the Out Board Engine, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, warranty, annual maintenance and other such obligations of the Contractor covered under the contract.

“**The Purchaser/Department**” means Central Water Commission through the Executive Engineer, CWC, Bhubaneswar.

“**The Tenderer/Bidder/Contractor/ Vendor/ Supplier**” means the individual or firm supplying the Boats and Services under this contract.

“**The Project Site**” where applicable, means the place or places named in Conditions of Contract.

**2. Applications:** These conditions shall supplement / modify the General Conditions of the Contract.

**3. Country of Origin**

**3.1** For purposes of this Clause, “Origin” means the place where the Boats were mined, grown, or produced, or from which the services are supplied. Boats are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

**4. Standards**

**4.1** The Out Board Engine supplied under this Contract shall conform to the standards mentioned in the Technical Specifications. Such standards shall be the latest issued by the concerned institution.

**5. Use of Contract Documents and Information Inspection and audit by the Government of India**

**5.1** The contractor shall not, without the Purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

**5.2** The contractor shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in Clause 5.1 except for purposes of performing the contract.

**5.3** Any document, other than the contract itself, enumerated in Clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the Contractor’s performance under the contract if so required by the purchaser.

- 5.4** The contractor shall permit the authorized representative of the Purchaser to inspect the contractor's accounts and records relating to the performance of the contractor and to have them audited by auditors appointed by the Purchaser if so required by the Purchaser.
- 6. Patent Rights:** The contractor shall indemnify the purchaser against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Out Board Engine or any part thereof in the Purchaser's country.
- 7. Inspections and tests**
- 7.1** The purchaser or its representative shall have the right to inspect and / or test the Out Board Engine to confirm their conformity to the contract specifications at no extra cost to the purchaser. The technical specifications shall specify what inspections and tests the purchaser requires and where they are to be conducted. The purchaser shall notify the contractor in writing, in a timely manner, of the identity of any representatives retained for these purposes. TA/DA of the inspection team will be borne by the purchaser.
- 7.2** The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at point of delivery, and / or at the Out Board Engine's final destination. If conducted on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 7.3** Should any inspected or tested Out Board Engine, fail to conform to the specifications, the purchaser may reject the Out Board Engine and the contractor shall either replace the rejected Out Board Engine or make alterations necessary to meet specification requirements free of cost to the purchaser.
- 7.4** The inspection of the Out Board Engine shall be carried out to check whether the Out Board Engine are in conformity with the technical specifications attached to the contract agreement and shall be in line with the inspection/test procedures laid down in the Technical Specifications. Complete hardware and software as specified in the contract should be supplied, installed and commissioned properly by the contractor prior to commencement of acceptance tests.
- 7.5** In the event of the Out Board Engine failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the equipment replaced by the contractor at no extra cost to the purchaser.
- 7.6** The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the Technical specifications.
- 7.7** Unless and otherwise agreed, the Out Board Engine and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.
- 7.8** Acceptance Certificates: On successful completion of acceptability test, receipt of deliverables etc, and after the purchaser is satisfied with the working on the system, the acceptance certificate will be issued as under:
- 7.9** Acceptance Certificate for the supplied Out Board Engine shall be issued by representative of the Engineer-in-charge to after his satisfaction as per the tender document.
- 8. Packing**

- 8.1** The contractor shall provide such packing of the Out Board Engine as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit, and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of heavy handling facilities at all points in transit.
- 8.2** The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in clause 8.3, and in any subsequent instructions ordered by the Purchaser.
- 8.3** Packing Instructions: The Contractor will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink with the following:
- (i) Project; (ii) Contract No.; (iii) Contractor's Name;(iv)Packing List Reference number.

**9. Transportation & Delivery including loading and unloading:**

- 9.1** The Contractor is required under the Contract to transport the Out Board Engine to the specified place of destination defined as project site. Transport of Out Board Engine to such place of destination including insurance, shall be arranged by the Contractor, and the related cost shall be included in the Contract Price. The safe loading of Out Board Engine with suitable mechanism including hiring of crane etc if required. The boat will be safely unloaded and safely transported to the hydrological observation station of CWC and fixing it with Steel Boat.
- 9.2** Arrangement for secure storage of the Out Board Engine at designated location near the project site prior to delivery shall be responsibility of the Contractor.
- 9.3** Delivery of the Out Board Engine shall be made by the Contractor in accordance with the terms specified by the Department in the Notification of Award.
- 9.4** Contractor shall be responsible till the entire Out Board Engine ordered for arrive at destination and are installed, tested and commissioned.
- 9.5** Unloading of Out Board Engine at sites shall be the responsibility of the supplier. No extra payment shall be made for unloading.

**10. Site preparation and installation**

- 10.1** The Purchaser will provide details of the installations sites before the scheduled delivery date to allow the Contractor to perform a site inspection.
- 10.2** The contractor should complete the required supply of Out Board Engine at the site for proper use of the equipment.

**11. Incidental Services**

The contractor shall be required to provide any or all of the following services:

- i. Performance or supervision of the on-site assembly and/or start-up of the supplied Out Board Engine;
- ii. Performance or supervision or maintenance and/or repair/replacement of the supplied Out Board Engine, during warranty period.

- iii. Training of the Department's personnel, in assembly, start-up, operation, maintenance and/or repair of the supplied Out Board Engine at the stations to be decided by the purchaser.
- iv. The travel, boarding, lodging and other payment to his staff for supply and commissioning of the Out Board Engine s at the sites shall be the responsibility of the Contractor.

## **12. Warranty**

- 12.1** The Contractor shall warrant that the Out Board Engine supplied under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The contractor further warrants that all Out Board Engine supplied 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 Out Board Engine in the conditions prevailing in the country of final destination.
- 12.2** This warranty for the supplied Out Board Engine which have been accepted as a part of the acceptance certification shall remain valid for (12) months from the date of signing of the Complete Acceptance Certificate after successful completion of the Completion Acceptance Test. The contractor shall, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the contractor, these guarantees are not attained in whole or in part, the contractor shall, make such changes, modifications, and /or addition to the Out Board Engine or any part specified in the contract at its own cost and expense and to carry out further performance tests.
- 12.3** The purchaser shall promptly notify the contractor in writing of any claims arising under this warranty.
- 12.4** The purchaser shall notify Contractor of any errors and malfunctions, which occur and noticed when equipment are in use, by fax/telephone/e-mail/special messenger directly or through his Service Engineer(s) at his office during normal working hours .
- 12.5** The maximum response time for a complaint from any of the destination specified in the schedule of requirements i.e time required for contractor's maintenance engineers to rectify the defects shall not exceed 15 days. Upon receipt of such notice, the Contractor shall, visit the site and shall restore/replace the defective Boats or parts thereof, without cost to the Department within 15 days' time.
- 12.6** If the Contractor, having been notified, fails to remedy the defect(s) within the time specified the purchaser may proceed to take such remedial action as may be necessary, at the contractor's risk and expense as specified and without prejudice to any other rights which the purchaser may have against the contractor under the contract.
- 12.7** The amount of penalty as indicated in the above clauses will be subject to maximum 10% of the cost of the equipment. The amount of penalty will be recovered from balance amount withheld Security Deposit/ Performance Guarantee during warranty or from any payment due to contractor. The Department may also proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Department may have against the Contractor under the Contract.
- 12.8** The authority to review the penalty shall be Superintending Engineer (HOC) concerned.

## **13. Maintenance Service**

- 13.1** Onsite (H.O site) free maintenance services for the supplied Boats and other related accessories shall be provided by the contractor during the period of warranty.

- 13.2 Contractor shall provide contact mobile number/e-mail/postal to handle the complaints.
- 13.3 Contractor shall provide services of qualified personnel in resolving defects arising in the Out Board Engine supplied during the warranty period, job training and maintenance manual will also be provided on site.
- 13.4 **The Contractor/agency shall provide on site training to CWC personnel at place(s) specified by the purchaser. (Details of places may be indicated by the purchaser in the contract document) at each site at least One staffs**

#### 14. Measurement

- 14.1 The measurements shall be carried out as per procedure.
- 14.2 Engineer-in charge shall designate an Assistant Engineer/ Junior Engineer/authorized official who will be responsible for recording the measurements and forwarding the same to Engineer-in-charge.
- 14.3 The Junior Engineer shall acknowledge the receipt of Out Board Engine subject to further verification and settlement after the successful acceptance of the Out Board Engine at site after proper unloading and carriage to discharge site & fixing it with steel boat.
- 14.4 The Contractor shall transport required Out Board Engine at project site and shall unpack and get the individual components, equipment, consumables and spares verified in terms of their numbers and quantities by the Junior Engineer.
- 14.5 The Contractor shall also demonstrate performance of the Out Board Engine as a whole at the site in a mutually agreed manner so as to enable the Junior Engineer to fill up the check list provided by the Engineer-in-charge for ensuring acceptable performance of the site.
- 14.6 The Assistant Engineer/Junior Engineer shall issue an Acceptance Certificate on demonstration by the Contractor towards satisfactory performance of the supplied Out Board Engine..
- 14.7 The records generated at para 14.3 to 14.7 shall be provided by the Junior Engineer to Engineer-in-Charge for releasing the payments against such measurements as per Stages provided in the payment clause.

#### 15. Payment

The method and conditions of payment to be made to the Contractor under this Contract shall be as follows.

- 15.1 Payment shall be made in Indian Rupees only. The payment will be released through Electronic Bank Transfer in favor of Contractor.
- 15.2 Payment shall be made for Out Board Engine and services.
- 15.3 90% of contract price shall be paid after successful supply and acceptance of the Out Board Engine in the designated H.O sites and fixing it with steel boat and make operative.
- 15.4 **Balance 10%** of the Contract price shall be paid after successful completion of the warranty period.

**15.5 Deductions from the bill:**

- 15.5.1 Security Deposit shall be deducted as per Standard/General Contract Conditions under CPWD-9.
- 15.5.2 The Income tax as applicable shall be deducted at source from the bill.
- 15.5.3 Certificate on account of taxes payable/paid to the Government shall be given to the contractor.
- 15.5.4 No other certificate for claiming any other tax exemptions shall be given.
- 15.5.5 The contractor shall be responsible for payment of all taxes and levies as per prevailing Govt. rules. A declaration in this regard is required to be submitted by the Contractor before release of payment.

**16. Prices**

Prices payable to the contractor as stated in the contract shall be firm and not subject to adjustment during the performance of the contract, i.e., warranty period (1years). Prices quoted shall be inclusive off all taxes and duties levied at the country of origin or in India.

**17. Change Orders**

The Purchaser may at any time, by a written order given to the Contractor, make changes within the general scope of the contract in any one or more of the following:

- 17.1 The method of shipment or packing;
- 17.2 The place of delivery; and / or
- 17.3 The Services to be provided by the Contractor.
- 17.4 If any such change causes an increase or decrease in the cost of, or the time required for, the contractor's performance of any provisions under the contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the Purchaser's change order.

**18. Contract Amendments:**

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

**19. Assignments**

The contractor shall not assign, in whole or in part to the other firm/person, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

**20. Sub-contracts**

- 20.1 The Contractor shall notify the Purchaser in writing of all sub-contracts awarded under this contract if not already specified in the tender. Such notifications, in the original tender or later, shall not relieve the contractor from any liability or obligation under the contract.

**21. Delays in the contractor's Performance**

- 21.1** Delivery of the fixing it with steel boat and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 21.2** If at any time during performance of the Contract, the Contractor or its sub-contractor(s) should encounter conditions impeding timely delivery of the fixing it with steel boat and performance of Services, 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 Contractor's notice, the purchaser shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 21.3** Except as provided, 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 pursuant to Clause 21 without the application of liquidated damages.

**22. Liquidated Damages**

If the Contractor fails to deliver any or all of the fixing it with steel boat or to perform the Services within the period(s) specified in the Contract, the purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified of the delivered price of the delayed fixing it with steel boat upto a maximum deduction of the percentage specified .Once the maximum is reached, the purchaser may consider termination of the Contract. The applicable rate is 1.5% per month and the Maximum deduction is 10% of the contract price.

**23. Termination for Default**

- 23.1** The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part.
- 23.1.1 If the Contractor fails to deliver any or all of the fixing it with steel boat within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant.
- 23.1.2 If the Contractor fails to perform any other obligation(s) under the contract.
- 23.1.3 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 Purchaser, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

- 23.2** In the event the Purchaser terminates the Contract in whole or in part, , the Purchaser may procure, upon such terms and in such manner as it deems appropriate, fixing it with steel boat or services similar to those undelivered and the contractor shall be liable to the Purchaser for any excess costs for such similar fixing it with steel boat or Services. However, the contractor shall continue performance of the Contract to the extent not terminated.

**24. Force Majeure**



- 24.1** The Contractor shall not be liable for forfeiture of performance security liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform the obligations under the Contract is the result of an event of Force Majeure.
- 24.2** For purposes of this Clause, “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, epidemics, quarantine restrictions, and freight embargos.
- 24.3** If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition 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 reasonably practical, and shall seek, all reasonable alternative means for performance not prevented by the force Majeure event.

**25. 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 not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

**26. Termination for Convenience:**

**26.1** 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 Purchaser’s convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

**26.2** The fixing it with steel boat that are complete and ready for shipment within thirty (30) days after the Contractor’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining fixing it with steel boat, the Purchaser may elect:

26.2.1 to have any portion completed and delivered at the Contract terms and prices; and/ or

26.2.2 to cancel the remainder and pay to the Contractor as agreed amount for partially completed fixing it with steel boat and Services and for materials and parts previously procured by the Contractor.

**27. Resolution of disputes**

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

**27.2** If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national forum.

**27.3 Settlement of disputes**

The Sub-Section V “Arbitration and laws etc.” of the General Conditions of the contractor works as stated below shall be applicable to this contract / agreement also: Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the specifications, drawing and instructions herein before contained in this contract or as title

quality of the workmanship or materials used on the supply or arising out of the terms & conditions of the contract whether during the progress of the supply or after the completion or abandonment thereof, at to the sole arbitration of the person nominated and appointed by the Chief Engineer concerned in respect of the contracts entered for and on behalf of the President of India. The parties of the contract agree there it will be no objection to any such appointment that the sole arbitrator so appointed is originally referred being transferred or having vacated his office or being unable to act for any reason whatsoever, Superintending Engineer concerned as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person as and when appointed shall proceed with the reference from the stage at which it was left by his predecessor in accordance with the rules, regulation and the law of the land, It is also a term of this contract that no person other than a person appointed by the Chief Engineer concerned as aforesaid should act as Arbitrator and if any reason that is not possible, the matter is not to be referred to arbitration at all. It is also the term of the contract that the party invoking the arbitration clause shall specify the dispute(s) to be referred to the arbitration under this contract together with amount(s) claimed in respect of each such dispute(s) or difference(s). In an arbitration invoked at the instance of either party to the contract, the Arbitrator would be free to consider the counterclaims of the other party or even though they are not mentioned in the reference to arbitration. Subject as aforesaid, the provisions of the Arbitration and conciliation Act 1996 (No 26 of 1996) or any statutory modification or re-enactment thereof and rules made there-under and for the time being in force shall apply to the arbitration proceeding under this clause.

**28. Governing Language**

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

**29. Applicable Law**

The contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified.

**30. Notices**

**30.1** Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by mail, fax and confirmed in writing to the other party's specified. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**31. Payment**

The payment shall be released by Executive Engineer, *Eastern Rivers DIVISION, CWC, Bhubaneswar*

## SCHEDULE OF QUANTITIES

TABLE 1

Sl.No.	Name of Item	Total in Numbers
1	A. Out Board Engine (75 hp) 4 stroke alongwith accessories for fitting with steel boat and on-board spare as indicated in the specification sheet	02
	B. Out Board Engine (50 hp) 4 stroke alongwith accessories for fitting with steel boat and on-board spare as indicated in the specification sheet	01

## **1. SPECIFICATIONS OF Out Boar Engine (75 HP, 4 stroke & 50 HP, 4 stroke)**

### **1.1. Purpose**

One or two outboard engines are to propel the survey boat during bathymetric and discharge measurements and sampling. Conditions & Requirements

- 1.1.1. The outboard engine shall be of such a design that it operates reliably and safely under the prevailing environmental and hydraulic conditions.
- 1.1.2. The engine will be used in sediment and debris laden water.
- 1.1.3. The engine will be used in shallow water with a rocky bottom.
- 1.1.4. The engine shall be easy to operate and maintain.
- 1.1.5. The engine shall be supplied with the accessories as needed for effective use.
- 1.1.6. All materials on the engine shall be non-corrosive.
- 1.1.7. The engine shall have an expected technical lifetime of not less than 5 years.
- 1.1.8. The engine shall be very sturdy.
- 1.1.9. Operator's and maintenance manuals, related to the type and model of the outboard engine, shall be part of the delivery.
- 1.1.10. The design of the cooling system shall be sediment and debris tolerant.
- 1.1.11. The propeller and tail shall be impact resistant.
- 1.1.12. The propeller shall be fitted with an adequate type of breaking pin.
- 1.1.13. The engine shall have a provision to adjust its trimming.
- 1.1.14. The engines shall be operated by a remote control system, located at the stern side bulkhead of the cabin.
- 1.1.15. The control system shall have a starting switch, gear switch and a throttle system for each outboard engine and a steering wheel and emergency stop switch for simultaneous operation of the engines.
- 1.1.16. For a Boat serviceability, the engines shall be of a commonly used brand in India.

### **1.2. Specifications**

- 1.2.1. capacity 55.9 kW (75 HP) & 37.28 KW (50 HP)
- 1.2.2. operation remote controlled twin engine, electric start
- 1.2.3. fuel petrol start, petrol running
- 1.2.4. propeller workhorse type, to be selected during trials with boat
- 1.2.5. tail length to match with boat
- 1.2.6. alarms overheating, oil pressure

### **1.3. Accessories**

- 1.3.1. toolkit
- 1.3.2. breaking pins
- 1.3.3. spare propellers
- 1.3.4. maintenance instructions
- 1.3.5. manual
- 1.3.6. petrol tank and hoses etc.

#### **1.4. OUT BOARD MOTOR SPECIFICATION:-**

- a. The make & model of OBM shall be of reputed make (Honda/Yamaha/Mercury/Mariner/ other reputed firm). OBM make should have indigenous product support throughout India.
- b. OBM shall be compatible (throttle response throughout its speed range, shaft length, propeller etc.) with Steel Boat and can be quickly attached to boat whenever required.
- c. The Outboard motor shall be of four strokes, in-line gasoline engine with suitable propeller.
- d. The OBM should be capable of developing 75/50 HP (power of OBM as per requirement of owner).
- e. The OBM shall have electronic fuel injection system.
- f. The engine cooling system shall be water cooled with thermostat.
- g. The OBM shall be provided with tiller handle/ remote steering (arrangement to be decided based on requirement) for steering.
- h. The OBM shall be provided with power trim & tilt.
- i. The exhaust shall be through propeller.
- j. The lubrication system shall be wet sump.
- k. The OBM shall be ultra low emission ratings.
- l. The length of the shaft of OBM shall be compatible with transom height of Boat.
- m. The engine and drive line shall be fitted in enclosed housing to protect from water.
- n. OBM shall be electric & manual started.
- o. OBM shall have forward, neutral & reverse gear shifting arrangement.
- p. The OBM shall be provided with OEM supplied standard fuel tank, connecting fuel hoses.
- q. The OBM shall be provided with maintenance free battery of reputed make of suitable amperage capable of starting of OBM.
- r. OBM shall be provided with owner's manual & service manual.
- s. OEM recommended standard spares are to be provided.
- t. OBM Shall be provided with suitable storage stand.

##### **1.4.1. On-board spares (OBS) – quantities specified are for each OB Engine to be supplied:**

- i. Engine oil filter - 03 nos.
- ii. Fuel Filter - 06 nos.
- iii. Air Filter - 02 nos.
- iv. Fuel line with priming valve and connectors – 01 no.
- v. Spark plug - 03 nos.
- vi. Spark plug wrench -01 no.
- vii. Water pump repair kit – 01 set
- viii. Gear oil drawn screw washer – 06 nos.
- ix. Lubrication oil drain plug washer – 02 nos.
- x. Fuses of all system complete - 02 set

#### **1.5. Test & Trials**

Test & Trial will be carried out at sites for the full satisfaction of Engineer-in-charge.

