



TENDER DOCUMENT

for

Supply, Testing, Commissioning of Steel Boats having arrangement for Out Board Engine for use in Hydrological observation at various sites of Lower Yamuna Division, CWC, Agra



NIT No.: 1/2/23/LYD-2018/ 1006-11

Dated: 15/03/2019

TO BE SUBMITTED BY: 06/04/2019 (Up to 11:00 hrs.)

TECHNICAL BID TO BE OPENED ON: 06/04/2019 (At 12:00hrs.)

**Executive Engineer,
Lower Yamuna Division
Central Water Commission
Agra**

[March,2019]

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भारत सरकार
केन्द्रीय जल आयोग
निचली यमुना मण्डल
आगरा

निविदा आमंत्रण सूचना

एन.आइ.टी सं०-1/2/23/ नि.य.म-2018/ 1006-11

दिनांक:15/03/2019

भारत के राष्ट्रपति की ओर से अधिशासी अभियंता, निचली यमुना मण्डल, केन्द्रीय जल आयोग, 404-409, सेक्टर 12सी, आवास विकास कॉलोनी, सिकन्दरा, आगरा, फोन० न-0562-2604424, द्वारा निचली यमुना मण्डल, आगरा के अन्तर्गत विभिन्न स्थलों पर जल विज्ञानीय ऑकड़ों में प्रयोग हेतु स्टील नौकाओं की एक साल की वारंटी के साथ आपूर्ति हेतु अनुभवी निर्माताओं या अधिकृत वितरकों से ई-निविदा जिसमें तकनीकी और वित्तीय निविदा भी शामिल है, आमंत्रित की जाती है।

क्रम संख्या	प्राक्कलित कीमत	बयाना राशि	निविदा फार्म की कीमत	कार्य पूर्ण करने का समय
1	रु.24,75,000 (बिना जी.एस.टी)	रु. 49,500 /-.	रु. 500 /-	45 दिन

1. निविदा जारी करने की तिथि : 26.03.2019 (15:00 बजे)

2. निविदा जमा करने की अंतिम तिथि : 06.04.2019 (11:00 बजे)

3. तकनीकी निविदा खोलने की तिथि : 06.04.2019 (12:00 बजे)

4. इच्छुक निविदादाता वेबसाइट <https://eprocure.gov.in/cppp/> <https://www.tcil-india-electronicstender.com>, से निविदा प्रलेख और अन्य विवरण डाउनलोड कर सकते हैं। यह निविदा केन्द्रीय जल आयोग की वेबसाइट <https://www.cwc.nic.in> पर भी उपलब्ध है। हालांकि निविदा प्रलेख की कीमत की प्राप्ति होने पर ही उनकी निविदा स्वीकार्य की जाएगी। निविदा कीमत (अप्रतिदेय) किसी अनुसूचित बैंक द्वारा अधिशासी अभियंता, निचली यमुना मण्डल, केन्द्रीय जल आयोग, आगरा के पक्ष में जारी किये गए डिमांड ड्राफ्ट के द्वारा भुगतान की जाएगी।

ह०/-

अधिशासी अभियंता,
निचली यमुना मण्डल,
केन्द्रीय जल आयोग,
कृते भारत के राष्ट्रपति की ओर से

प्रतिलिपि सूचनार्थ:-

1. अधीक्षण अभियन्ता, जल विज्ञानीय प्रेक्षण परिमण्डल, केन्द्रीय जल आयोग, वैशाली, गाजियाबाद।
2. सहायक अधिशासी अभियन्ता/उपमण्डलीय अभियन्ता(मु०), आगरा।
3. लेखा शाखा, निचली यमुना मण्डल, केन्द्रीय जल आयोग, आगरा।
4. सूचना पटल, निचली यमुना मण्डल, आगरा/सी०पी०डब्ल्यू०डी, आगरा/मॉनीटरिंग डायरेक्टर, आगरा।

Government of India
Central Water Commission
Lower Yamuna Division
Central Water Commission
Agra

NOTICE INVITING E-TENDER

NIT No.: 1/2/23/LYD-2018/ 1006-11

Dated:15/03/2019

The Executive Engineer, *Lower Yamuna Division, CWC, 404-409, Sector 12C, Avas Vikas Colony, Sikandra, Agra -282007* Phone (O) 0562-2604424 invites online e-tenders on behalf of President of India, comprising of technical and financial bids from experienced manufacturers OR authorized dealers for “**Supply of Steel Boats for use in Hydrological observation at various sites under LYD, Agra** ” with all accessories and peripheral including delivery at sites, with a warranty of one years.

<i>Estimated Cost (Rs)</i>	<i>Earnest Money Deposit (Rs)</i>	<i>Cost Cost of Tender Document (Rs)</i>	<i>Period of Completion</i>
24,75,000/- (without GST)	49,500/-	500/-	45 days

- 1. Bid Issue date is 26/03/2019 Time 15:00Hrs**
- 2. Last date of submission of Tender is 06/04/2019 up to 11.00 Hrs.**
- 3. Technical bids will be opened at 12.00 Hrs 06/04/2019**
4. 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. 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 document. 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, Lower Yamuna Division Central Water Commission, Agra.

Sd/-
Executive Engineer,
Lower Yamuna Division, CWC
For & on behalf of President of India

Copy for Information:

1. Superintending Engineer, HOC, Vaishali
2. AEE (HQ)/SDE(HQ), LYD, Agra
3. Account Branch, LYD, Agra
4. Notice Board-LYD, Agra/ CPWD, Agra/Monitoring Dte. Agra

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
Lower Yamuna Division
 Central Water Commission
 Agra

NOTICE INVITING TENDER

The Executive Engineer, *Lower Yamuna Division, CWC, Agra*, invites, on behalf of The President of India, e-tenders comprising of technical and financial bids from an experienced manufacturers OR authorized dealers for “**Supply of steel Boat for use in Hydrological observation at various sites under LYD, Agra**” with all accessories and peripheral including delivery at sites as per list enclosed at annexure-I), with a warranty of one years.

The procurement is estimated to cost at **24, 75, 000 /-** (Rupees Twenty Four lakh Seventy five thousand only). This estimate, however, is given merely as a rough guide.

1. Only Original Equipment Manufacturers, 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 manufacturing of Boats (Steel/FRP/Wooden) or Launches and having experience and suitable manpower and machinery for servicing boats 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 Boats 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 Supplied and maintained at least 03 Steel Boats to any government agency/department during last 05 Year. A satisfactory performance certificate from concerned government agency/department should be provided.

And

 - 1.2 Having annual turnover equivalent to INR 24.75 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.
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 a 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 telemetry, etc. the qualifying criteria will be applicable to each partner separately for the specific portion of the project which are 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 45 days from 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 or 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/-** in the form of A/C payee Demand Draft (non - refundable) drawn on any scheduled bank in favour of the Executive Engineer, *Lower Yamuna Division*, CWC payable at *Agra* 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, *Lower Yamuna Division*, CWC, Agra (hereinafter called Purchaser) **online up to 11.00 hours on 06/04/2019** . The technical bid will be opened online by the Purchaser or his authorized representative on **06/04/2019 at 12.00 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 **49,500/- (Rupees Forty Nine thousand five hundred)** 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 Boat 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 Assistant 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 sixty (60) 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
25. 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.

Sd/-
Executive Engineer,
Lower Yamuna Division,CWC
Agra

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 goods 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.

6) The financial bid shall comprise the following components:

- a) Schedule of Quantities and Financial Bid Format duly completed.

7) 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 and 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.

8) Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com> and CWC website 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

9) 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.

10) The prices quoted shall be F.O.R. destination (at Site) and inclusive of all duties and taxes including Custom Duty, Octroi, 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.

11) 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.

12) Prices shall be quoted in **Indian Rupees only**.

13) The Tenderer shall furnish, as part of its Tender, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Tenderer proposes to supply under the Contract.

14) The documentary evidence of conformity of the goods 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 goods.
- 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 goods for a period of ten years, following commencement of the use of the goods by the Department, and
- c. An item-by-item comments on the department's technical specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the technical specifications.

15) 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.

16) 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.

17) Tenders from Agents/dealers, without proper authorization from the manufacturer, shall be treated as non-responsive.

18) 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.

19) 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.

20) 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;

21) 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.

22) An affirmative determination will be a prerequisite for award of the work to the contractor.

23) The department reserves the right at the time of contract award to increase or decrease by up to **20% the quantity of goods** originally specified in the Schedule of Quantities & Financial Bid Format without any change in unit price or other terms and conditions.

24) 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-electronictender.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

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 'Electronic Forms' 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 Pass Phrase 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 Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders' representatives, has been 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-electronictender.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 Pass Phrase 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 good configuration (Min core i3, 3.4 GHz, 4 GB DDR 3, 500GB HDD, Windows 7 professional), Broad band connectivity, Microsoft Internet Explorer 6.0 or above, Digital Certificate(s).

TENDER FOR SUPPLY OF STEEL BOAT

Price of Tender: Rs. 500/-

Estimated Cost: Rs 24,75,000/-

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. 49,500/-

(ii) Performance Guaranty: 5% payable on the acceptance value of the tender

Description of specifications of materials to be supplied	Places at which to be delivered	Dates by which delivery at all places must be completed	Rates by which articles are to be supplied inclusive of every tax(INR)	Unit	Total cost of each articles inclusive of every demand(INR)	Remarks
As per attached specifications	As given under Schedule 'A'	As per NIT		Executive Engineer, LYD, CWC, Agra		

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

Name & Address

Signature of Witness with date

Address

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,
Lower Yamuna Division
Central Water Commission
Agra

**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 authorised 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 contractors are described in their tender as 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 propose 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, *Lower Yamuna Division, CWC, Agra* , or duly authorised representative 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 for seeing that he produces a receipt signed by the Executive Engineer, *Lower Yamuna Division, CWC, Agra* or a duly authorised cashier.
8. Security Deposit Clause: A Sum @ 2.5% of the gross amount of the bill shall be deducted from each running bill as well as final bill of the contractor,

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 ascertained by the Engineer in charge or his authorised representative at the time of collection of interest and the amount of interest on 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 frivolity 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 mentions in the tender. Failing which he shall be subject to pay or allow one percent on the total amount of the contract every day not exceeding ten days that he shall exceed his time as and for liquidated damages.
 3. In every case in which the payment or allowance mentioned in clause 2 shall have been incurred for then consecutive days, the Engineer in charge or his authorised representative shall have the power to annul 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 or his authorised representative, the contractor shall not claim exemption from the fine leviable under clause 2 for the completion of the rest of the work the contractor shall be entitled such extension of time as may be determined by the Engineer-in-charge.
 5. The contractor shall give to the Engineer in charge or his authorised representative (hereinafter called the Engineer-in-charge) of his intention of making delivery of materials and on the materials being approved, a receipt shall be granted to him by the Engineer in charge or his authorised 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 authorised representative (hereafter contractor shall Engineer- in-charge) but the delivery will not be considered complete until the contractor shall have re-complied all rejected materials and shall the approved materials have 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 or his authorised 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 authorisation 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 receipted and discharge through his bankers.

However, nothing herein contained shall separate to create in favour of the bank any rights or equate 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 interior 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 goods stores articles sold or to be sold to the Govt. under this contract shall be or 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 goods/ stores 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 goods/ stores/ article to the Engineer-in-charge and that notwithstanding the fact

that the Engineer-in-charge may have inspected and on approved the said good articles be discovered not be 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 goods/ stores/ articles or portion thereof as may be discovered not to confirm to the said description and quality. On such rejection the goods articles store will be at the seller's risk and the provisions contained in the clause hereof shall mutates muendis apply to the removal of the goods/ stores/ articles rejected under this clause. The contractor/seller shall if called upon to replace the said goods/ store/ 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 of 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 contagious to the place where the materials are being supplied, he shall make good the same at his own expense and in the event or 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 fulfilment 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 authorised 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, drawings, 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 determined as lastly herein before mentioned time and in such case he shall only be entitled to 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 dispute 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 contract or 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.

13C. 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 piece 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 not withstand 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 unauthorisedly 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 good the loss suffered by a worker or workers by reasons of non fulfilment 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.

13-F Hutting for labour the contractor (s) shall at his / their own cost provide his their labour with a sufficient number of huts (thereinafter referred to as the camp of the following specification on a suitable plot of land to be approved by the Engineer-in-Charge.)

1. (a) The minimum height of each hut at eve level shall be 7 „" and the following provident will be at the of 30 sq. ft. for each member of the workers family staying with the labourer.
- (b)The contractor (s) shall in addition construction suitable cooking place having a minimum area 6 X 5" adjacent to the hut for each family.

- (c) The contractor (s) also construct temporary latrines & urinals for the use of the labourers each on the scale not less than four per each one hundred of the total strength separate latrines and urinals being provided for woman.
 - (d) The contractor (s) construct sufficient number of bathing and washing places one unit for every 25 persons residing in the camp these bathing and washing places shall be suitable screened.
2. (a) All the huts shall walls of sun dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge in case of sun dried bricks the walls should be plastered with gobri on both sides. The floor may be Kutcha but plastered with gobri and shall be at least 6" " above the surrounding grounds the roofs shall be laid with thatched or any other material as may be approved by the Engineer-in-Charge and the contractor shall insure that throughout the period of their occupation the roofs remain water-tight.

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 be 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 Mobilization, demobilization requisition force major lock outs, labour disturbances trade disputes strikes fire pertinence damage or accident to our machine or by other even or circumstances whatsoever beyond our machinery or any of the above said causes or not (this includes delay or any failure to execute the order occasioned by fulfilment 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.....

....

Dated.....

Designation.....

SCOPE OF SUPPLY

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

- i. **“Supply of Steel Boats for use in Hydrological observation at Various sites under LYD, CWC, Agra”** 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 Goods.
- iii. Clearances and obtaining approvals/ permissions from various Govt. agencies for supply of goods.
- iv. Supply of tools required for assembly and/or maintenance of the supplied Goods.
- v. Supply of detailed operations and maintenance manual in original of each for each appropriate unit of supplied Goods.
- vi. Provision of Warranty services after handover of the Boat for all supplied boats 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. 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.
- viii. 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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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 Goods” 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 Goods, 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 Executive Engineer, Lower Yamuna Division, CWC, Agra

“The Tenderer/Bidder/Contractor/ Vendor/ Supplier” means the individual or firm supplying the Goods 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 Goods were mined, grown, or produced, or from which the services are supplied. Goods 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.

3.2 The origin of Goods and Services is distinct from the nationality of the Contractor.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. 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 Goods 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 Goods 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.
- 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 Good'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 Goods, fail to conform to the specifications, the purchaser may reject the Goods and the contractor shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the purchaser.
- 7.4 The purchaser's right to inspect, test and, where necessary, reject the goods after the goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the purchaser or its representative prior to the Goods shipment from the country of origin. Nothing shall in any way release the Contractor from any warranty or other obligations under this contract.
- 7.5 The inspection of the Goods shall be carried out to check whether the Goods 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.

- 7.6** In the event of the Goods 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.
- 7.7** The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the Technical specifications.
- 7.8** Unless and otherwise agreed, the goods 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.
- 7.9** 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:
- 7.10** Acceptance Certificate for the supplied Goods 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 Goods 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) Country of Origin of Goods; (iv) Contractor's Name;(v)Packing List Reference number.

9. Transportation & Delivery

- 9.1** The Contractor is required under the Contract to transport the Goods to a specified place of destination defined as project site. Transport of Goods to such place of destination including insurance, shall be arranged by the Contractor, and the related cost shall be included in the Contract Price.

- 9.2** Arrangement for secure storage of the goods at designated location near the project site prior to delivery shall be responsibility of the Contractor.
- 9.3** Delivery of the Goods 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 stores ordered for arrive in good condition at destination and are installed, tested and commissioned.

10. Site preparation and installation

- 10.1** The Purchaser will provide details of the installation's 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 Goods at the site for proper use of the equipment before receipt 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 Goods;
- ii. Performance or supervision or maintenance and/or repair/replacement of the supplied Goods, during warranty period.
- iii. Training of the Department's personnel, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods 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 Goods at the sites shall be the responsibility of the Contractor.

12. Warranty

- 12.1** The Contractor shall warrant that the Goods 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 Goods 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 Goods in the conditions prevailing in the country of final destination.
- 12.2** This warranty for the supplied Goods 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 goods 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 address 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 Goods 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** Free maintenance services for the supplied Goods 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 address to handle the complaints.
- 13.3** Contractor shall provide services of qualified personnel in resolving defects arising in the Goods supplied during the warranty period.

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 Goods subject to further verification and settlement after the successful acceptance of the Goods at site.
- 14.4** The Contractor shall transport required goods for installation 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 Goods 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 Goods..
- 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 Goods and services.
- 15.3** **90%** of contract shall be paid after successful supply and acceptance of the Goods.
- 15.4** **Balance 10%** of the Contract price shall be paid after 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 (1 years).

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 Drawings, designs, or specifications, where Goods to be furnished under the contract are to be specifically manufactured for the Purchaser;
- 17.2 The method of shipment or packing;
- 17.3 The place of delivery; and / or
- 17.4 The Services to be provided by the Contractor.
- 17.5 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 Goods 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 Goods and performance of Services, the Contractor shall promptly notify the purchaser in writing of the fact of the delay, its 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 Goods 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 Goods up to 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 Goods 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, Goods or services similar to those undelivered and the contractor shall be liable to the Purchaser for any excess costs for such similar Goods 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 Goods 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 Goods, 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 Goods 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, designs, drawing and instructions herein before contained in this contract or as the quality of the workmanship or materials used on the supply or arising out of the terms & conditions of the contract whether during the progress of the supply or after the completion or abandonment thereof, at to the sole arbitration of the person nominated and appointed by the Chief Engineer 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 address 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 the Executive Engineer, Lower Yamuna Division, CWC, *Agra*.

SCHEDULE OF QUANTITIES

TABLE 1

Sl.No.	Name of Item	Total in Numbers
1	<p>A. Supply of Steel Boat (5.5m) with accessories as detailed in the specifications to be supplied at the following sites:</p> <ul style="list-style-type: none">a) Dholpur Site on River Chambalb) Hamirpur site on River Yamunac) Rajapur Site on River Yamunad) Pratappur Site on River Yamunae) Auraiya Site on River Yamuna	05 Nos.

TECHNICAL SPECIFICATIONS

Detailed Specifications of 5.5 M Steel boat for use in Hydrological Observation

I. Dimensions	
Length	5.5 Mtr.
Width	2.5 Mtr.
Depth	0.75 Mtr.
Bottom Shape	Flat
II. Carrying Capacity	
No. of Perosns	10
Equipments	750 kg
III. Material	Over all 14-gauge MS Sheet with riveted and weld joint Frame work is made from MS angle of 40x 40x5 mm and MS flat
IV. Buoyancy	HD Polystyrene blocks PVC Protected
V. Powered	The Boat has provision of fixing the Out-Board Engine at the transom of the Boat and can be powered with 25 HP, 40-90 HP OBM.
VI. Seating Arrangement	Seating are such placed that it allows free and easy movement to the passenger and seat are properly cushioned to provide seating comfort
VII. Surface	Slightly Curve
VIII. Deck Construction	Non skid, Stainless steel safety rails where ever required
IX. Accessories	
Oars	6 Nos.
Row lock	6 Nos.
Seat Cushion with good quality resin covers	1sets.
Sisal Moving Rope 1” dia. 30 M long	1Nos.
Anchor	1Nos.
Life Buoys	2 Nos.
Life Jackets	4 Nos.
X. General	<p>The boat must be sturdy and have an adequate stability for flood relief, discharge observation. Joints must be water tight. It shall have a wooden frame at the inner bottom surface and benches of seasoned wood on side for sitting purpose. It should have floatation chamber filled with buoyancy material to provide adequate buoyancy.</p> <p>Boat must have non-skid wooden floor laminate with FRP corrosion epoxy paint, Adequate buoyancy shall be provided. The outer Portion of the boat must be marked with Central Water Commission, Lower Yamuna Division all around with red strip.</p>

STRUCTURAL PARTICULARS

- a)** The boat shall be operated in turbulence water it should be stable, reliable and steady under the prevailing environment and hydraulic condition enabling movement of personnel and equipment without restriction
- b)** The boat shall be capable to operate in shallow water where the hull may repeatedly impact with rock or sediment
- c)** The boat should have expected technical life time of not less than 10 years.
- d)** The hull of the boat should be moulded as a single homogeneous unit and the material used are Conforming to the I.S.I. & International Standards.
- e)** The full keel should be standard non-water absorbing material for stability and buoyancy and the floor surface of the boat should be flat and finished with non-skidding steel sheet material with 14gauge
- f)** Steel plate of 5 mm thick and 50 mm width ballast shall be provided both longitudinal and lateral direction of the boat at suitable interval and this steel should be suitably embedded inside and welded with the bottom steel sheet.
- g)** The boat should have flotation chambers filled with cell foam or polyurethane foam under pressure to ensure sturdy and un sinkable as well as to provide reserve buoyancy even on the movement of persons working, approximately ten members, in the boat and also equipment of about 750 Kg.
- h)** The boat shall be provided with appropriate fenders
- i)** All necessary fittings should be provided for rowing, paddling, sailing, anchoring. Arrangement should also be provided for manual operation of the boat.
- j)** The entire deck finishing should be leak proof and non-skid/ knurling so as to enable the persons to walk easily and for pulling of anchor rope, silt collections and for lowering current meters.
- k)** Provisions should be made for anchorage of the boat, at fore and aft peaks. And also iron pulley should be provided for lowering and lifting anchor.
- l)** A break water arrangement shall be provided in the front.
- m)** Provision should be made for fixing the boat out fit for lowering the current meters and other measuring equipments.
- n)** Provision has to be made for seating arrangement for 10 persons and space should be provided for storage of equipment at the fore deck with door, lock and key

arrangement.

o) All the required tests and trials are to be carried out before delivery of boat so as to ensure its Stability, water tightness and the boat should meet all the requirements as specified above.

p) Structural drawing indicating only general arrangement of the boat should be enclosed along with the bid falling with the bid with not be consider

q) Inspection If any will be carried out at firms Premises and Test and Trial of the Boat

1.1. Remarks

For the installation of winches, fitting of survey echo-sounder transducers etc. some local reinforcements and/or supports may be required. Arrangements shall be possible for mounting a duly compensated magnetic compass on to the boat for use in positioning the boat for flow measurements. Arrangements shall exist for mounting the boat outfit (Bracket) and for dropping of the anchor to keep the boat stationary, during velocity measurements. These can only be specified after selection of the survey instruments and other relevant equipment. Arrangements shall be made for safe working on the boat.

FINANCIAL BID FORMAT**Table-A****(The rates may be quoted in Indian Rupees only)**

Sl.No.	Name of Item	Quantity	Rate in Rs	Amount in Rupees	
				In Figures	In Words
1	<p>A. Supply of Steel Boat (5.5m) with accessories as detailed in the specifications to be supplied at the following sites:</p> <p>a) Dholpur Site on River Chambal</p> <p>b) Hamirpur site on River Yamuna</p> <p>c) Rajapur Site on River Yamuna</p> <p>d) Pratappur Site on River Yamuna</p> <p>e) Auraiya Site on River Yamuna</p>	5 Nos			
Total					
GST@					
Grand Total					

Name of the Firm:**Seal & Signature:**