

TENDER NO: 07/01/HGD-2015/749 Dated 18/11/2015
(TCIL tender search code(TSC)- CWC-2015-TN000029)

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
HIMALAYAN GANGA DIVISION

7-B Sewak Ashram Road Dehradun

Ph:-0135-2745882, Fax:-0135-2742418

e-mail: hgdcwc@gmail.com



e-TENDER FOR SUPPLY OF O.B. Engine(45hp or 50hp)

TENDER NO: 07/01/HGD-2015/749....Dated 18/11/2015

DATE FOR PURCHASING TENDER FROM 19/11/2015 1000hrs to 03/12/2015 upto 1600hrs

LAST DATE OF RECEIPT OF QUERIES 03/12/2015 upto 1600hrs
PERTAINING TO TENDER DOCUMENT

LAST DATE FOR SUBMITTING TENDER 05/12/2015 upto 1100 hrs
ONLINE

DUE DATE FOR OPENING OF TENDER 05/12/2015 at 1130 hrs
ONLINE:

OFFICER INVITING TENDER EXECUTIVE ENGINEER
HIMALAYAN GANGA DIVISION
CWC, DEHRADUN

PRICE OF TENDER DOCUMENT: Rs. 500/-+VAT @13.5% extra

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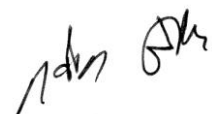
**HIMALAYAN GANGA DIVISION, CENTRAL WATER COMMISSION,
DEHRADUN**

NOTICE INVITING TENDER

Sealed online tenders are invited for and on behalf of the President of India by the Executive Engineer (EE), Himalayan Ganga Division (HGD), Central Water Commission (CWC), 7-B Sewak Ashram Road, Dehradun, Uttarakhand-248001 through e-procurement mode only for the work prescribed below from the eligible contractors who have carried out similar works in CWC, other Govt. offices, PSUs & any other reputed firms.

- | |
|--|
| <ol style="list-style-type: none">1. Name of work: Supply of Out Board Engine (OB) 45 HP or 50HP2. Estimated Cost: ₹ 5,00,000/-3. Earnest Money: 2% of estimated cost (₹ 10,000/-)4. Performance Guarantee: 5 % of tendered value.5. Cost of Tender Document: Rs 500/- +Vat @13.5% |
|--|

2. Tender along with Terms and Conditions can be purchased from the office of EE, HGD, 7-B, Sewak Ashram Road, Dehradun-248001, Ph No 0135-2745882, Email hggd_cwc@yahoo.co.in or hgdcwc@gmail.com from **19/11/2015 1100hrs to 03/12/2015 upto 1600hrs** on all working days during the office hours (11:00 to 16:00 hours) on payment of the following:-
 - (i) Rs. 500/- plus VAT in cash as cost of tender or through A/C payee Demand Draft (Non-Refundable) drawn on any schedule bank in favour of the Executive Engineer, Himalayan Ganga Division, CWC payable at Dehradun and
 - (ii) Tender can be freely downloaded from central procurement portal (www.eprocure.gov.in, www.cwc.nic.in and www.tcil-electronictender.com). But tender will be opened only after payment is made as per point (i) above as cost of tender.
3. The tender forms complete in all respects should be submitted online by **1100 hrs** on **05/12/2015**. Offline submission of tender is not permitted.
4. The Bids of the tender will be opened online at **05/12/2015 at 1130 Hrs** in presence of the tenders who wish to see the online opening of tender or offline through their authorized representative who may choose to attend online opening in the office of EE, HGD, 7-B, Sewak Ashram Road, Dehradun-248001.
5. 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>.
6. Bids shall be accepted through e-procurement only at e-tendering portal of TCIL www.tcil-electronictender.com.



Executive Engineer

Chapter 1 Instructions to Bidders

1. General

Before submitting the tender the tenderer must ensure that it has understood the exact requirement of the Purchaser. In case of any discrepancy or ambiguity felt by the tenderer in the scope of work and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing by the tenderer and in turn get that clarified from the purchaser in writing at least three days before the last date of tender submission. In case of no such clarification required by the tenderer, it will be construed that all the requirements of the purchaser are understood by the tenderer. **No communications will be entertained in this regard at any stage of work after the opening of the Tenders.** The general instructions are as given below:-

- i. No tenderer will be allowed to amend or withdraw any terms & conditions/parts or whole /quoted prices of its tender under any circumstances after the deadline for submission of the tender.
- ii. The Purchaser has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- iii. Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works/purchases.
- iv. The tenderers are expected to understand the forms, terms, specifications and other details mentioned in the tender document.
- v. Each tenderer is entitled to submit only one online bid under his digital signature certificate. The tender document is non transferable.
- vi. At any time prior to the deadline for submission of tenders, the Purchaser, for any reason, whether at its own initiative may modify the scope of work or any condition of the tendering documents by amendments and same will be communicated.
- vii. The tenderers must quote the rates keeping in mind all the terms and conditions mentioned in this document.
- viii. The valid means of communications for this tender shall be in writing, through e-mail and fax followed by confirmation by post.
- ix. The Director(s) of the tendering firms having near relative working at the Gazetted rank post in CWC are debarred from tendering. Any breach of this condition would result in the blacklisting in all future works by Central water Commission.
- x. The tendering firm may ensure that it has no engineer of Gazetted rank, earlier employed in CWC [who has not completed two years after his retirement or leaving of services], and is in its Board of Directors. Such Firms are debarred to participate in tendering, without the prior permission of the Chairman CWC. Such tender is liable to be rejected at any stage of work.
- xi. It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender.
- xii. No deviation in the payment terms mentioned above is permissible in the tender. If a tenderer does not explicitly agree with the payment terms mentioned above, the tender shall be rejected for non-responsiveness.
- xiii. The words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively.
- xiv. 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 Contractors/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.gov.in.

- xv. Tenderer who has downloaded the tender from the TCIL website URL <https://www.tcil-india-electronictender.com>, Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> and www.cwc.nic.in shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- xvi. Intending tenderers are advised to visit again TCIL website URL <https://www.tcil-india-electronictender.com>. And CWC website www.cwc.gov.in and CPPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum / amendment.
- xvii. For the purpose of this tender the Contract Agreement with the successful tenderer shall comprise of:
 - a. the tender form and Financial bid submitted by the tenderer online;
 - b. Tender document
 - c. Amendment to the tender document;
 - d. Post tender opening Correspondences both online and offline; and
 - e. Purchaser's notification of award of the contract.

2. SUBMISSION OF DOCUMENTS

- i. The following documents are to be furnished online in the technical bid part by the Contractor along with bid as per the tender document:
 - a. Signed and scanned copy of appropriate value of valid registration certificate, experience certificates of similar works executed as per the tender notice, PAN and Tender Acceptance Letter (Form 3 chapter 7).
 - b. Signed and Scanned copy of previous three years Income-tax / latest VAT Clearance Certificate, TIN No, Certificate / Affidavit of partnership firm/ Pvt. Ltd. Or public Ltd. Company registered certificate.
 - c. Signed and Scanned copy of audited Balance sheet of last five years.
 - d. Signed and scanned true copy of Partnership deed, if any as per the tender document.
 - e. Any other document in support of the Bid.
- ii. The following documents are to be furnished online in the financial bid part by the Contractor along with bid as per the tender document:
 - a. Signed and scanned price schedule as per tender document.
- iii. Before tender opening date bidders are required to furnish following at the office of EE, HGD, Dehradun.
 - a. Cost of the tender
 - b. EMD
 - c. Hard copies of documents in support of their bid.
 - d. Pass-phrase for opening of Technical and Financial Bids. Passphrase shall be supplied in one big sealed envelope containing two small sealed envelopes having passphrase for technical & financial bids. Each envelope shall clearly marked "pass-phrase for technical bid" and "pass-phrase for financial bid". Bigger envelope shall be marked as "pass-phrases for supply of OB engine"

3. Eligibility Criteria for the Tenderers:

- i. The agency shall be registered in India.

- ii. The agency shall have permission to operate and work in Uttarakhand state by relevant government agencies.
- iii. The Contractor 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 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 CWC Department or Ministry of Water Resources River Development & Ganga Rejuvenation (MoWR, RD & GR). Any breach of this condition by the contractor would render liable to be removed from the approved list of contractors of this department.
- iv. 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 found any time to be such 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.
- v. Contractor shall produce definite proof of doing similar work with CWC, any Govt. /PSU/any reputed organization/firms..

4. Period of Validity of tenders :

Tenders shall remain valid for 60 days after the date of tender opening. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided shall also be suitably extended. Tenderer may refuse the request without forfeiting its EMD.

5. Tender Security and Performance Security

i. Earnest Money Deposit (EMD):-

EMD shall be deposited in the form of Crossed Demand Draft in favour of Executive Engineer, HGD,CWC payable at Dehradun or in the form of a Bank Guarantee from a scheduled bank as per performa given in Chapter 7. In case the EMD is submitted in the form of the Bank Guarantee it shall remain valid upto 45 days beyond the final tender validity period. The tenders unaccompanied by the Tender Security/EMD will be rejected summarily.

The EMD will be forfeited if:

- a. if a tenderer withdraws its tender during the period of tender validity specified by the tenderer; or
- b. in case of a successful tenderer, if the tenderer fails:
 - (i) to sign the Contract within 15 days of the issue of the notification for award of the contract; or
 - (ii) to furnish the specified performance security.
 Government Departments and Public Undertakings are exempted from furnishing this security.

Refund of EMD

EMD furnished by all unsuccessful tenderers will be returned to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 days after conclusion of the contract. EMD of the successful tenderer should be returned, without any interest whatsoever, after receipt of performance security from it as called for in the contract.

ii. **Performance security**

The successful bidder shall furnish performance security deposit at the rate **5%** on the contract value within 7 days after notification of the award and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. It does not carry any interest/FDR in favour of EE/HGD/CWC Dehradun.

Performance Security will be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

Performance security may be furnished in the form of account payee Demand Draft in favour of Executive Engineer, HGD, CWC payable at Dehradun or Fixed Deposit Receipt from a commercial bank or Bank Guarantee from commercial bank in a prescribed format as given in chapter 7 form 2.

Performance security is liable to be forfeited in case successful tenderer does not fulfill contract obligations.

6. Contents of Tender Document:

The contents of the tendering documents as listed below shall be read in conjunction with any corrigendum/addenda, if issued. All the components of the tender shall be considered as a single tender document and include:

- (i) Notice Inviting Tender
- (ii) Instructions to the Tenderers
- (iii) Conditions of the Contract
- (iv) Schedule of requirement.
- (v) Specifications and allied technical details.
- (vi) Price schedule
- (vii) Contract Form
- (viii) Other standard forms
- (ix) Performance Security Forms/Bid Security (EMD).

7. Tendering Process

i. **Marking and submission of tenders:**

The tender shall be submitted online only.

The tenderers should submit both “Technical bid” and “Financial Bid” online. The specifications should be same as given in this tender or higher. The EMD should be sealed in envelope duly marked as “EMD” and must reach office of Executive Engineer before opening of tender. Tenders of bidder whose EMD would not reach in time will not be opened online and will be archived.

Tenders must be submitted by the bidder online no later than the time and date specified in the NIT.

The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tendering documents, in which case all rights and obligations of the Purchaser and tenderers previously subjected to the deadline will thereafter be subjected to the deadline as extended.

No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form.

Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security.

ii. Opening of Bids:

The bids shall be opened online on the date and time mentioned in the NIT. Tenders unaccompanied by the Tender Security (EMD) shall be archived and will not be opened.

Financial Bids of only those bidders who are found technically acceptable would be considered in the presence of tenderers or their representatives, who choose to be present online or offline or both.

iii. Prices

Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account and shall be inclusive of all taxes, duties, octroi, transportation charges etc. The prices should be given as per the format given in price schedule.

- a. All prices should be in Indian Rupee.
 - b. The amount should be written both in figures and in words.
 - c. Prices for each item shall be furnished online only.
 - d. The tenderer should quote for all the items mentioned in the schedule of requirement. The tenders not quoting for all the items are liable to be rejected.
 - e. The tender for the works shall remain open for acceptance for a period of 60 sixty days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to government, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
- i. **Non-conformities between the figures and words of the Quoted Prices** – Sometimes, non-conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of as indicated below:
- a) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

iv. Evaluation of Tenders

The tenders will be evaluated on the basis of specifications as given the tender document and unit rate of each item and total cost.

- a) The Technical Bids will be evaluated based on the track record and past experience of the firm in providing similar goods to Government/Semi-Government Agencies.

- b) The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document. Further, in case the same lowest rate is quoted by more than one eligible firm, the selection will be based on the Technical Bid analysis.

The purchaser does not bind himself to accept the lowest or any other tender.

v. Award of Work

Within seven (7) days of the receipt of notification of award from the Purchaser, the successful tenderer shall sign the contract agreement as given at Chapter 6 and furnish the specified performance security.

However, Government Departments and Public Undertakings are exempted from furnishing this security.

vi. 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-india-electronictender.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 the

Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' 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): +91-11-26202699 (Multiple lines) Emergency Support Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	ets_support@tcil-india.com

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

Submission of Bid-Parts/ Envelopes

Single-Part

Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)

Submission of digitally signed copy of Tender Documents/ Addendum

Submission of General Terms and Conditions (with/ without deviations)

Submission of Special Terms and Conditions (with/ without deviations).

Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate 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 Center

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

5. It is the responsibility of each bidder to remember and securely store the PassPhrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
6. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'.

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

NOTE :

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

Minimum Requirements at Bidder's End

Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP with Service Pack 3)

Broadband connectivity

Microsoft Internet Explorer 6.0 or above

Digital Certificate(s)

Chapter 2. Conditions of Contract

1. Definitions & Interpretations

Goods mean the goods as identified in the tender document and to be provided at the purchaser's facility as per the contract.

EE, HGD, CWC, means Executive Engineer, Himalayan Ganga Division, Central Water Commission, Dehradun under Upper Ganga Basin Organization, CWC.

Contract means the agreement reached by the Purchaser and the Contractor for the purpose of the work mentioned in this document. All documents, letters, correspondences exchanged for this work shall be the part of the contract.

Contract Price: The cost of work identified in the Contractor proposal is included in the Contract Price in their entirety. This will include such additions/ deductions made under variation order as allowed under this contract.

Notices shall be deemed to include any approvals, consents, Instructions, certificates and clarifications to be given under this contract.

The Purchaser is: The President of India through The Executive Engineer, Himalayan Ganga Division, Central Water Commission, 7B, Sewak Ashram Road, Karanpur, Dehradun 248001.

Contractor: The Contractor is the agency of the successful tenderer with whom the purchaser enters into a contract for the supply of goods detailed in this document.

The Execution Period is the period during which the Contractor is liable to carry out work without any additional cost to the purchaser.

Non-Responsive tender: Any tender not meeting all the requirements mentioned in the tender document.

e-procurement: e-procurement is web based tendering/procurement process in which buyer puts its requirements online and suppliers bid online. This tender will be processed through e-tendering web portal of TCIL(www.tcil-electronictender.com).

2. Scope of the work

The scope of the work is **Supply of Out Board Engine (OBE) 45hp or 50hp preferably 45hp** as specified in schedule of quantities to the purchaser.

3. Documents of Contract

All the documents shall be considered as correlative, complementary and mutually explanatory. The contract shall be read as a whole for the interpretations. All correspondences, notices etc. shall form a part of the contract.

4. Interpretations

Language: shall be English only for the purpose of this contract.

Context: the singular and plural shall be interchangeable as per the context of the contract.

5. Contractor's responsibilities and Obligations

- a. The Contractor will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force and will be liable to indemnify the Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Contractor's negligence. The Contractor will pay all indemnities arising from such incidents and will not hold the Purchaser responsible in any manner.
- b. The Contractor is responsible to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.
- c. The Contractor is obliged to work closely with the Purchaser and abide by directives that are consistent with the terms of the Contract.
- d. The Contractor whose tender is accepted, will be required to furnish:-
 - i. Performance security
 - ii. Certificate of Service Tax Registration.
 - iii. Photo copy of registration certificate.
 - iv. Photo copy of PAN
 - v. Up-to date VAT & Service Tax clearance certified along-with the bid documents,

6. Purchaser's responsibilities

- a. The purchaser will ensure accuracy of all information.
- b. The purchaser will ensure the availability of sites for the work.
- c. The site for the work is available.

7. Duration of contract

The period of operation of the contract shall be till the supply of goods to the satisfaction of the purchaser and till the end of guarantee on supply goods, if any.

8. Programme of work

- a. Immediately after signing of the contract the Contractor shall make necessary arrangements for supply of goods to the premises of the purchaser as identified in the Chapter 3, Schedule A.
- b. The time allowed for carrying out the supply will be 1 month from the date of signing of contract or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents..

9. Confidentiality

- a. The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification 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.
- b. Any document, other than the Contract itself, shall remain the property of the Purchaser and all copies thereof shall be returned to the Purchaser on termination of the Contract.
- c. The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in this document except for purpose of performing the Contract.
- d. The Purchaser shall not, without the Contractor's prior written consent, disclose any documents, data or other information furnished by the Contractor in connection with the Contract, and clearly identified in advance by the Contractor as being confidential, to parties not directly involved in the project(s) covered by the Contract.

10. General Conditions of Contract:

- 1) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India and Government of Uttarakhand or any other government agency in India.
- 2) Incomplete tenders/tenders without specified EMD shall be rejected.
- 3) The bidder should not have been black listed by any Government or non Government institutions or Government Department undertaking/public enterprises.
- 4) The Firms shall be registered in India.
- 5) The contractor should be professionals & having experience for relevant works.
- 6) The competent authority on behalf of President of India does not bind itself to accept the lowest or any tender, and reserves its right to reject or postponed any or all of the tenders received without the assignment of any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- 7) 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 liable to rejection.
- 8) Copies of other documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer. Tenderer are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders, the form and nature of the site, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tender shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other documents and has made himself aware of the scope and specifications of the work to be done.
- 9) For bidding, bidder must have valid Digital Signature Certificate (DSC) and registered with e-tendering web portal of Telecommunications Consultants of India Limited (TCIL) as supplier.
- 10) Bidding only through e-procurement is acceptable under this contract.

11. Special Conditions of Contract

- 1) The permits require for supply of goods from various government agencies shall be taken by the supplier only.
- 2) The delivery of goods shall be on CIP (Carriage and Insurance paid), destination terms.
- 3) The supplied good shall have warranty of at-least one year from date of delivery.

12. Penalty

In case the supplier is unable to supply the goods in time 2% penalty may be imposed on the contractor along with forfeiting of performance security.

13. Loss of Property

The Contractor shall indemnify and hold harmless the Purchaser and its employees from any losses, liabilities and costs resulting from the death, personal injury or loss to damage to the property, loss to the system arising due to the performance of contract.

14. Force Majeure

- a. For purposes of this Clause, "Force Majeure" will mean an event beyond the control of the **Contractor** and not involving the **Contractor's** fault or negligence. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- b. 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 is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.
- c. If an event of Force Majeure, continues for a period of ninety (90) days or more, the parties may by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for Products already delivered or Services already performed.
- d. No claim or increased costs be entertained attributable to the Force Majeure's

15. Contract Price

Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account and shall be inclusive of all taxes, etc.. The prices should be given as per the format given in price schedule.

16. Terms of Payment

- a. The payment shall be made on supply of all goods at the purchaser's premises as identified in Chapter 3 to the satisfaction of the purchaser and as per the terms and conditions of the contract.
- b. After supply the materials the pre-receipted bill (In duplicate) may be submitted by the contractor to the department.
- c. Deduction of tax at source (TDS) as per applicable rates prescribed under the Income- tax Act, 1961, shall be made by the Executive Engineer, HGD, CWC, Dehradun from every payment made under this contract.
- d. The payment may be made through cross cheque /demand draft payable at SBI Dehradun.
- e. Govt.Tax/Levy/Duty, other than Service Tax for the work will be borne by tenderer.

17. Taxes and Duties

All the existing and new taxes, levies, octroi, custom and other charges levied on the goods and services rendered by the Contractor shall be borne by the Contractor only within the quoted rates. The TDS shall be deducted at source as per the prevailing Government rules from time to time.

18. Advances

No advance payment is payable under this contract.

19. Release of Claims

After completion of work and at the time of final payment the Contractor shall give in writing, releasing the Purchaser for all the claims arising out of this contract other than specifically accepted in this contract.

20. Observance of Law

- a. The contract shall be construed and operated as an Indian contract and as per Indian laws applicable from time to time.

- b. The parties to the contract shall protect and indemnify each other against all claims or liabilities arising from the action of violation of all such laws.
- c. Contractor shall observe all laws related to the supply of goods of both Government of India and Government of Uttarakhand or any other government agency as applicable from time to time.
- d. The resultant contract will be interpreted under Indian laws.

21. Termination of Contract

a. *For Purchaser's convenience*

The Purchaser can terminate the contract at any time by giving a notice of 30 days to the Contractor. The Contractor shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived.

b. *For Contractor's Default*

- I. The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract
 - i. If the Contractor becomes bankrupt or insolvent
 - ii. If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
 - iii. If the Contractor neglects its obligations under this contract.
 - iv. If the contractor has furnished any false document.
- II. The Purchaser may without prejudice to any other right issue a notice for termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the Contractor to carry out a specified work may be sufficient grounds for termination of the contract by the purchaser.

c. *Termination by Contractor*

The Contractor can terminate the contract with 30 days notice only in case:

The Contractor is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.

If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc and any amount due to the Service Provider from the office shall be forfeited.

d. *On every termination*

- I. The Contractor shall cease further work.
- II. Under such circumstance, only the contract price properly attributable to the part of the work duly valued by the Purchaser shall be payable by the Purchaser to the Contractor. The decision of the purchaser shall be final in this respect.

22. Liquidated Damages

- a. If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same.
- b. The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency.
- c. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.
- d. Notwithstanding the provisions of tender document, the Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

23. Notices

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speed post, personal or courier delivery. The transmission by electronic data exchange (fax, email) shall be reconfirmed in writing. Any change in the address etc. shall be communicated within 10 days to other party.

24. Disputes

The decision of the Purchaser shall be final regarding the quality of goods provided by the supplier, the other aspects arising shall only be referred as Disputes. The Contractor may address its intention with evidences for the settlement of dispute in writing to the Purchaser. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

25. Settlement of Disputes

The settlement of all the disputes of any kind arising out of this contract shall be first through a Mediator and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.

Chapter 3 Schedules of requirement
SCHEDULE 'A':- SCHEDULE OF QUANTITIES

“Supply of Out Board Engine of 45hp or 50hp capacity at Rishkesh site under HGD, Dehradun ”

<i>S.No.</i>	<i>Name of sites</i>	<i>Number of OBE required</i>
1.	Rishkesh, HO site of CWC	1
Total		1

Chapter 4 Specifications and allied Technical Details

The specifications of each item is as given below:-

S.N	Description and technical specification of Item
1.	<p>Out Board Engine 45 hp or 50 hp, (with minimum one year manufacturer's warranty).</p> <p>Specifications</p> <ul style="list-style-type: none">• capacity 45hp or 50 hp, preferably 45hp• Condition: New• Engine: 2 Stroke• Fuel : Petrol start and petrol running• Cylinders: 3• twin engine, electric start• fuel petrol start,• propeller workhorse type,• tail length to match with boat• alarms for overheating, oil pressure• Special Aluminum alloy and 5 layers of anti-corrosion paint <p>Accessories</p> <ul style="list-style-type: none">• toolkit• breaking pins• spare propellers• maintenance instructions• manual• petrol tank and hoses etc.

General technical specifications applicable to all above items:-

- The outboard engine shall be of such a design that it operates reliably and safely under the prevailing environmental and hydraulic conditions.
- The engine will be used in sediment and debris laden water.
- The engine will be used in shallow water with a rocky bottom.
- The engine shall be easy to operate and maintain.
- The engine shall be supplied with the accessories as needed for effective use.
- All materials on the engine shall be non-corrosive.
- The engine shall have an expected technical lifetime of not less than 5 years.
- The engine shall be very sturdy.
- Operator's and maintenance manuals, related to the type and model of the outboard engine, shall be part of the delivery.
- The design of the cooling system shall be sediment and debris tolerant.
- The propeller and tail shall be impact resistant.
- The propeller shall be fitted with an adequate type of breaking pin.
- The engine shall have a provision to adjust its trimming.
- The control system shall have a starting switch, gear switch and a throttle system for each outboard engine and a steering wheel and emergency stop switch for simultaneous operation of the engines.
- For a good serviceability, the engines shall be of a commonly used brand in India.

Chapter 5 Price Schedule

Technical Bid

(To be furnished online only. Offline bids are not acceptable under this contract)

Sl.No	Particulars	To be filled by the tenderer
1.	Name of the Agency	
2.	Date of establishment of the agency	
3.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
4.	Whether agency is registered with and holding valid licenses from all concerned Government Authorities (Copies of all certificates of registration to be enclosed)	
5.	PAN/TAN Number (copy to be enclosed)	
6.	Service Tax Registration Number (copy to be enclosed)	
7.	Income Tax return filed (Attach proof)	
8.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard)	
9.	Length of experience in the field	
10.	Experience in dealing with Govt. Departments (indicate the names of the Departments and years of dealing with those Departments and attach copies of contract orders placed on the agency)	
11.	Whether agency profile is attached?	
12.	Financial turnover of the tendering company/firm/agency for the last 2 financial year with supported documents (copy of balance sheet, duly certified by Auditors/CAs to be attached)	
13.	Whether any show cause notice was ever issued by any Government Agency? If so, details thereof (please attach the copies of communications, if any).	

S.N	Description and technical specification of Item	Do goods provided by the supplier meets all technical specifications, if not please indicate variation from specification.
1.	Out Board Engine 45hp or 50 hp	

Signature of the bidder with seal

FINANCIAL BID

(To be furnished online only. Offline bids are not acceptable under this contract)

TENDER NO: 07/01/HGD-2015/749 Dated 18/11/2015

With reference to the above tender, I hereby submit the financial bid for the above mentioned tender.

To
EXECUTIVE ENGINEER

HIMALAYAN GANGA DIVISION

CWC, DEHRADUN

Subject :- Quotation for Supply of OB engine (45hp or 50hp)– Reg.

Sir,

With reference to your tender published in dated..... on the subject mentioned above, I/We quote the rate for above mentioned work as under:

S.N	Description of Item	Qty	Unit Rate (INR)	Amount (INR)
1.	Out Board Engine 45hp or 50hp	1		
Total				
VAT and any other taxes				
Grand Total				

Rate quoted must be inclusive of everything. Any addition in above mentioned rates shall not be accepted.

Any other points to be mentioned:

1. I/We accept all the terms and conditions of your Tender Notice referred to above. Certified that the above quoted rate is in compliance with Minimum Wages Act and all the statutory provisions and rules as applicable. The above rate is inclusive of Service Tax or any other tax payable to the Government.

Yours faithfully,

(Authorised Signatory)
(with name/designation, contact No.& seal)

Chapter 6 Contract Form

CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the.....day of.....20.....between Executive Engineer, Himalayan Ganga Division, Central Water Commission, Dehradun (*Name of purchaser*) (*hereinafter "the Purchaser"*) of one part and (*Name of Contractor*) of..... (*City and Country of Contractor*) (*hereinafter called "the Contractor"*) of the other part:

WHEREAS the Purchaser invited Tenders for certain goods, viz **Supply of Out Board Engine** at Rishikesh site of HGD, CWC, Dehradun and has accepted a Tender by the Contractor for the supply of services in the sum (*Contract Price in Words and Figures*) (*hereinafter called "the Contract Price"*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. the tender form, technical bid and the price schedule submitted by the Tenderer ;
 - b. Tender document
 - c. amendments to the tender document;
 - d. Post tender opening correspondence ; and
 - e. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and

Brief particulars of the services which shall be supplied/provided by the Contractor are as under :

Brief description of Work	Amount in Rs.	
	in figures	in words
Supply of Out Board Engine at Rishikesh site of HGD, CWC, Dehradun		

TOTAL VALUE:

DELIVERY SCHEDULE: Within 21 days of signing of contract.

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

Signed, Sealed and Delivered by the said..... (For the Purchaser)	Signed, Sealed and Delivered by the said (For the Contractor)
in the presence of:.....	in the presence of:

Chapter 7 Other Standard Forms

Form 1 MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas
(hereinafter called the “tenderer”)
has submitted their offer dated..... for
the supply of
(hereinafter called the “tender”)
against the purchaser’s tender enquiry No.
KNOW ALL MEN by these presents that WE of
..... having our registered office at
..... are bound unto
(hereinafter called the “Purchaser”)
in the sum of
..... for which
payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and
assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of
.....20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)
.....
.....
Name and designation of the officer
.....
Seal, name & address of the Bank and address of the Branch

Form 2. MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The President of India

WHEREAS (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... dated to supply “OB engine”(description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank and address of the Branch

Form 3: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

The
Executive Engineer
Himalayan Ganga Division
Central Water Commission

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: - Supply of Out Board Engine

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the tender document of above mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your Division/ organization, if any, too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your Division/ organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
HIMALAYAN GANGA DIVISION

This Tender document contains 30 pages

Issued to :

Date of receipt of tender fee :

Date of issue :

Signature of the issuing
Authority :