

OFFICE OF THE DIVISIONAL FOREST OFFICER, BERHAMPUR DIVISION AT-COURTPETA, BRAHMAPUR-760004

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No. 195/01F-120/2021, Dated, Brahmapur the 13th May'2021

TENDER NOTICE FOR SELECTION OF A COMPANY/ FIRM FOR SUPPLY, INSTALLATION AND COMMISSIONING OF BOAT ENGINES

Divisional Forest Officer Berhampur Forest Division

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SL NO.	PARTICULARS	DATE & TIME / DETAILS	LOCATION / DETAILS	
1	RFP No. & Date	No. 195/01F-120/2021, Dated, Brahmapur the 13th May'2021		
2	Commencement of Download of RFP Document	17.05.2021 11.00AM ONWARDS	www.odisha.gov.in and www.odishaforest.in and www.wildlife.odisha.gov.in	
3	Due date for submission of pre-bid queries through email and in standard format on Ms Word	Within a Week of Publish of this Tender	Email- dfobhmpr@yahoo.co.in	
4	Date of Pre-bid conference	02/06/2021 (11:00 AM)	Office of the Divisional Forest Officer, Berhampur Forest Division, Courtpeta, Berhampur -760004 or over online Video Conference	
5	Release of Corrigendum at website	03/06/2021 (By 11:00 AM)	www.odisha.gov.in and www.odishaforest.in and www.wildlife.odisha.gov.in	
6	Date of Bid Submission (By Messenger / Courier / Post)	16/06/2021 (Up to 3:00 PM)	Office of the Divisional Forest Officer, Berhampur Forest Division, Courtpeta, Berhampur -760004	
7	Date of General and Technical Bid opening	16/06/2021 (4.00 PM)	Office of the Divisional Forest Officer, Berhampur Forest Division, Courtpeta, Berhampur -760004	
8	Date of Financial Bid opening	To be declared after technical bid opening	Office of the Divisional Forest Officer, Berhampur Forest Division, Courtpeta, Berhampur -760004	
9	Contact Person for Queries	DIVISIONAL FOREST OFFICER, BERHAMPUR DIVISION AT-COURTPETA, BRAHMAPUR-760004 Phone/Fax- 0680-2281354, Mob- +91 7653908594, Email- dfobhmpr@yahoo.co.in		
10	Address of Bid Submission.		nal Forest Officer, Berhampur Forest Division, urtpeta, Berhampur -760004	
11	RFP Document Cost (Non-refundable)	Rs.10,000/- (Rupees Ten thousand only) By Demand Draft issued by a nationalized or scheduled bank in favour of "Divisional Forest Offic Berhampur Forest Division" payar Berhampur		
12	Bid validity period	1 years from the last date (deadline) from the last date of submission of bids.		
13	Latest Tender document and addendum/corrigendum, if any, will be published at the websites: www.odisha.gov.in and www.odisha.gov.in and www.odisha.gov.in			
14	Disclaimer: Notwithstanding anything else contained to the contrary in this tender document, DFO Berhampur Division reserves the right to cancel / withdraw / modify fully or partially the "Invitation of Bids" or to reject one or more of the bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.			

Section – I: Invitation for Bids

1.1 Objective

The Divisional Forest Officer, Berhampur Forest Division (The Purchaser) invites sealed tenders/bids from established / reputed, registered, experienced and accredited manufacturers/resellers for

"Supply and installation and commissioning of two numbers of 50 HP outboard boat engines in existing boats as per specifications in the tender document"

1.2 About the bid documents

The tender document comprises of the following:

Sections	Chapters
Section – I	Invitation for Bids
Section – II	Eligibility & Evaluation Criteria
Section – III	Scope of Work
Section – IV	Instruction to Bidders
Section – V	General Terms & Conditions of the Contract
Section – VI	Technical Specifications of Items
Section – VII	Annexure(s) of Formats

1.3 About the Tender process:

- A. The tender will have 2 (Two) parts Technical Bid and Financial Bid.
- B. The tender document including addendum/corrigendum, if any, will be available only at websites www.odisha.gov.in, www.odishaforest.in, www.wildlife.odisha.gov.in
- C. Bidders are requested to download the tender document from website and the tender document cost must be submitted along with the technical bid documents.
- D. The tender document, after duly filled in, should be submitted in Office of the Divisional Forest Officer, Berhampur Forest Division AT/P.O/P.S.-Courtpeta, District-Ganjam, Pin-760004 on or before the due date and time.
- E. Cost of the Tender Document must be submitted along with the Technical Bid Documents Only.
- F. Bids received without or with inadequate Tender Document Cost shall be rejected.
- G. Normally inclusion of missing documents will not be entertained after submission of the bid.
- H. Technical Bids and Financial Bids shall be opened by the respective committees designated for the same in the presence of bidders who may choose to attend the Bid Opening Event.

Section – II: Eligibility Criteria

The Bidder should have the following eligibility Criteria to participate in this Tender.

General Eligibility Criteria (Necessary support documents are to be enclosed):

A. The Bidder should not bid under any Consortium. No Consortium bid shall be allowed for this Tender.

- B. The bidder should be an OEM/ registered company/industry under Indian Companies act 1956 or a Registered Proprietorship firm with established / reputed, registered, experienced and accredited manufacturers/ authorised resellers/ installers of boat engines and having at least 10 (ten) years experience in construction and/or delivery/supply of speed boats with outboard engines to the State/ Central Government Organisations.
- C. The bidder must have been registered with GST and must furnish the GST registration certificate, PAN and copy of up to date IT return along with the technical bid.
- D. Average annual turnover of the bidder in Supply of Boats and associated structures and Service Segment for last 3 (Three) financial years ending on 31 March, 2021, should not be less than Rs. 40.00 Lakhs (Fourty Lakhs of Indian Rupees). Copies of Filed Audited Statements, IT Returns are to be submitted to corroborate this.
- E. The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India or any State Governments in the country of India. (Self declaration to be furnished)
- F. The bidder must not have any history of defaulting in execution of work orders issued by Government of India or any State Government in the country of India. A self-declaration certificate to this effect should be enclosed.
- G. The bidder hasn't been blacklisted by any Central/State Government institution and there has been no pending litigation with any government department on account of similar services. A self-declaration certificate to this effect should be enclosed.
- H. No Criminal Proceedings in any Court of Law should pending against the bidding Firm Or its Promotors Or its Directors in the Company Board who is directly involved in this tender. (A self-declaration certificate to this effect should be enclosed)

Note: Affidavits from E-H can be submitted under one Self Declaration Certificate.

Technical Eligibility Criteria: (Necessary support documents are to be enclosed)

- A. The bidder should be a reputed, registered, experienced and accredited manufacturer/reseller and having at least 10 (ten) years experience in construction and/or delivery/supply of boats to the State/ Central Government Organisations with Outboard Engine.
- B. The bidder / OEM should be ISO certified organization/s.
- C. The bidder must submit in writing that it would facilitate Full Comprehensive Warranty Supports, Updates of Technology/product updates during the entire 1(one) year of free warranty period.
- D. The bidder should have its own service center /personnel in Odisha for providing minimum Full Comprehensive Warranty Services and Support including after-sales service and support.
- E. The Bidder Shall Submit an undertaking that: Maximum 48 hours resolution time for all support-request / problem / issues.
- F. The Bidder Shall Submit an undertaking that: periodic check & maintenance are to be provided within the warranty period.
- H. All the OEM / OEM Authorizations and Certificates must be Specific to this Tender
- I. Bidder must have satisfactorily supplied Boats of 5.6 meters and above fitted with out-board engine in a single order having a minimum value Rs. 20.00 Lakhs (Rupees Twenty Lakhs) or above to the Government offices in Odisha/ Central Govt. organizations in last three years. Copies of the supply order/s and delivery reports and payment details indicating the value of supply should be submitted by the bidder.

Necessary supporting documents on fulfilment of eligibility criteria should be attached for authentication along with a signed copy of the tender document including addendum/corrigendum, if any, to indicate acceptance of all terms and conditions set forth in the tender. Original copies of the submitted documents should be produced for verification when required. Organizations failing to provide complete information on any of the requirements are liable to be rejected.

Section – III: Scope of Work

The broad scope of work is defined as under:

- A. The bidder/supplier shall provide solution for the requirement and include any missing item(s) notwithstanding the detailed Bill of Material (BOM) in the specifications given in the tender document for the successful end to end implementation.
- B. The successful bidder/supplier shall not cause any damage to Government buildings/other premises/property during supply/ transportation. If any damage occurs, the successful bidder/supplier will perform restoration.
- C. The successful bidder/supplier shall provide warranty for all the components and subcomponents for the warranty period.
- D. Detailed training for operation and management of equipment/infrastructure will be provided to the selected representative Staff. No separate cost will be added for this purpose.
- E. The delivery of the items as per the specification, is to be within a period of **3(three) months** from the date of issue of the work order.
- F. The time frame for delivery is most important and should be strictly adhered to.
- G. The supplier shall be responsible for despatching the items to the **concerned sites as** required by the Forest Department and will be responsible for **installation and commissioning** of the vessels with the items tendered. The boats are already existing with Berhampur Forest Division and may be inspected anytime by the prospective bidders starting from the date of hosting of the tender document.
- H. The supplier shall hand over the boats engines as per the specifications, within the time specified above to the individual sites and commission them. Payments will be made after successful delivery and installation certificate countersigned by the Divisional Forest Officer and authenticated by the personnel of IWT

Section – IV: Instruction to Bidders

- 1. The bidder will be responsible for supply of the iatemss per specification mentioned in the technical bid. The items will be supplied and installed in the designated location/s as mentioned in the tender document.
- 2. Delivery of the items for the above supply shall be completed within 3 (three) months from the date of issue of Supply/ purchase /work order positively without fail. Time overrun for installation and commissioning may lead to imposition of fine by the Purchaser @ 0.5 % of Bid Value per Week of Time Overrun and the order is liable to be cancelled.
- 3. There are 2 (Two) parts of tender papers namely Technical Bid, and Financial Bid. The bidder is required to fill out both parts of tender document and place them in 2 (Two) separate sealed envelopes which should be superscribed as: (a) Technical Bid for Tender No. 195/1F-120/2021, Dated 13.05.2021 and (b) Financial Bid for Tender No. 195/1F-120/2021, Dated 13.05.2021 These envelopes should be placed in another sealed envelope and addressed to "Divisional Forest Officer, Berhampur Forest Division.
- 4. The envelope containing the Technical Bid and financial Bid envelopes must show the name of the tenderer, address and should be superscribed as "TENDER NOTICE FOR SELECTION OF A COMPANY/ FIRM FOR SUPPLY, INSTALLATION AND COMMISSIONING OF BOAT ENGINES"- Tender No. 195/1F-120/2021, Dated 13.05.2021 on the top of the envelope.
- 5. A non-refundable demand draft of Rs. 10,000/- (Rupees Ten Thousand only as Tender Document Cost in the form of a Demand Draft/ Bank Guarantee issued by a Nationalized Bank/ Scheduled bank must be enclosed along with the General Bid documents which must be payable at Berhampur.
- 6. General bid document not accompanying the requisite Tender document fee shall be considered as non-compliant, summarily rejected and will not be considered for further evaluation. Exemptions, if any, must be clearly spelt out by the bidding firm and the purchaser has the sole discretion of granting such exemptions as per provisions/ guidelines of the State Govt/ Central Govt.

7. Pre Bid Queries:

- a. Bidders are not bound to attend Pre Bid Query Meeting in order to participate in the bidding, it is purely optional.
- b. Purchaser is not bound to answer or respond or incorporate the requests made under all Pre Bid Queries by the Bidders.
- c. Pre Bid Queries are to be submitted by the bidders before designated date by e-Mail only and these queries should be specific with respect to this tender document and under the following tabular format only in an MS Word File Attachment.

#	RFP Document Reference by Sections &	Exact and Contents of RFP that require	
	Page Numbers	Clarifications in a Pointed Manner.	

- d. Pre-Bid queries in the form of advisory notes shall not be entertained.
- e. The Bidder or Bidder's designated representative (with authorization and credentials from the vendor citing his position and domain expertise) are invited to attend the Pre Bid Meeting at their own cost, which will take place on the date and time stipulated in the Schedule of Events.
- f. Keeping with the space constraint of the meeting space, maximum one person per bidder are allowed in the Pre Bid Meeting Sessions. In view of the COVID -19 restrictions of Govt. Online VC may be held. The link will be passed on by email to the firms well in advance who have raised queries.
- g. The Bidders / their representatives are requested to carry a hard copy of the tender document with them for their ready and handy reference.
- h. The purpose of the meeting will be to clarify pertinent issues with respect to the relevant and pertinent Pre Bid queries mailed by the bidders and other pertinent queries by the bidders with respect to the clause and section of the tender document in a Serial and Sequential Order Only, i.e. from start to the end clause of the document with economics of time in the deliberations.
- j. Any modification / corrigenda / addenda of the tender document if at all necessary as a result of the Pre Bid Meeting and necessity of the purchaser only shall be published in the websites www.odishaforest.in and www.odishaforest.in an
- k. Any such corrigendum/addendum shall be deemed to be incorporated into this RFP and shall be binding on all bidders.
- 8. The sealed tenders will be opened as per the indicated schedule in presence of the tenderers or their authorized representatives as may desire to be present. Authorized representatives will be required to produce their authorization letter before opening of the tender, failing which they will not be allowed to be present.
- 9. Technically qualified bidders will only be informed for their financial bid opening within stipulated time as approved by the PCCF(WL)& CWLW, Odisha and this will be communicated to the firm through e-mail.
- Any clarification/alteration in specification found suitable by the technical committee will be informed to the successful bidders for commercial inclusion.
- 10. Tenders shall be fully in accordance with the requirements of the general terms and conditions and the technical specifications attached hereto. Appropriate formats furnished with this specification shall be used in quoting tender prices. Incomplete, illegible, unsealed and without signature tenders will be rejected. Telegraphic tenders will not be accepted.
- 11. All offers should be made in English and clearly type written. Offers if submitted in any other language must be accompanied by its English Translation in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.
- 12. The bidders should furnish the Technical and Financial Bids since it will be a two bid system.

- 13. Tender should be submitted in the Tender Box kept at the O/o the DFO, Berhampur Forest Division, Berhampur. No tender is to be handed over to office staffs unless otherwise specified officially.
- 14. In case due date happens to be holiday the tender will be accepted and opened on the next working day. No separate intimation will be sent to bidders in this regard.
- 15. Bidders shall bear all costs associated with the preparation and submission of its bid, and the purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 16. Alternative bids / Bids on Alternate Format than Prescribed in this Tender Document shall not be considered and Conditional Tenders will be summarily rejected. Bids are to be submitted in the Prescribed Formats Only. Submission of alternative bids or conditional bids shall be treated as attempt to vitiate the bidding process by the bidder.
- 17. The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract.
- 18. The leaflets/catalogue and standard technical literature etc. of the technical features of the offered equipment's must be submitted for proper evaluation.
- 19. Warranty/Guarantee: Minimum one (01) year of On-Site Comprehensive Warranty is to be provided on the product so quoted from date of satisfactory delivery and commissioning.
- 20. Tenders shall be fully in accordance with the requirements of the general terms and conditions and the technical specifications attached hereto. Appropriate formats furnished with this specification shall be used in quoting tender prices. Incomplete, illegible, unsealed and without signature tenders will be rejected. Telegraphic tenders will not be accepted.
- 21. PRICE BID MUST BE SUBMITTED IN ENCLOSED PRICE BID FORMAT ONLY.
- 22. Quantity: The quantity shown in the tender will not be deviated under normal conditions.
- 23. The rates quoted by the bidder against items contained in bill of quantity of the Tender document, shall be inclusive of all Taxes. The various items of testing, commissioning and maintenance shall be inclusive of all costs such as GST applicable in Odisha.
- 24. The price and conditions of the offer should be valid for at least a period of 1 year from the date of tender opening. Tender with validity of less than 60 days may be rejected.
- 25. Bid Security:
- a. There will be no bid security for this tender.
- b. The bidder will sign a contract with the purchaser within a week of issue of supply / work order and the Bidder shall submit an irrevocable Performance Bank Guarantee before signing the contract. The Performance Bank Guarantee is to be issued by a Nationalized/Scheduled Bank Payable at Berhmapur and it will be 3 % of the Bid Value for the Contract Period including warranty. This will be invoked by the purchaser in case of default of T & C of contract by the bidder.

- 26. Bidders shall carefully examine the tender documents and the technical specification and fully inform themselves as to all the conditions and matters, which may in any way, affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from the specification or other documents, or should there be any doubt as to their meaning, they should at once notify the purchaser and obtain clarification in writing. This however does not entitle the bidder to ask for *time beyond the due date fixed for receipt of tenders*.
- 27. Verbal clarification and/or information given by the purchaser or its employees or representatives shall not be binding on the purchaser.
- 28. Submitted tender forms with *overwritten or erased or illegible rate or rates* not shown in *figures and words in English* will be liable for rejection. In case of discrepancy between words and figures noted against the item of the tender and between unit rates and the total amount, the decision of the competent authority accepting the tender will be final and binding on the bidders. Corrections in the tender, if unavoidable, should be made by rewriting with date and initial of the tenderer after scoring out of the wrong entries. *Clerical and arithmetical* mistakes may result in *rejection* of the tender.
- 29. While tenders are under consideration, bidders and their representatives or other interested parties, are advised to *refrain from contacting by any means*, *and Purchaser's personnel or representatives* on matters relating to the tenders under study. The purchaser if necessary will obtain clarification on tenders by requesting such information from any or all the bidders either in writing or through personal contact as may be necessary. The bidder will not be permitted to change the substance of his offer after the tenders have been opened. This includes any post tender price revision/major modifications. In the event of non-compliance with this provision, the tender is liable to be disqualified.
- 30. The rate should be quoted in figures as well as in words, if there is variation between the rates quoted in figures and in words, the rates quoted in 'Words' shall be taken as correct.
- 31. Evaluation criteria:
- a. Only the bidder who qualifies in general bid criteria will qualify for technical bid Opening.
- b. The bidders who are shortlisted based upon general eligibility criteria and technical criteria, are required to demonstrate their item samples of the quoted BoQ along with the demonstration falling which tender shall be rejected.
- c. The evaluation committee may invite the eligible bidders to make a Demonstration to them at a date, time and location notified. The purpose of such Demonstration would be to allow the bidders to present their quoted items to the committee if required.
- d. Only the bidder who qualifies in technical criteria will qualify for financial bid Opening.
- e. Award of the contract shall be made to the bidder with the lowest (**L1**) commercial value by taking in to account all the items. The Base Price of the Items will be considered in Evaluation of Financial Bid that excludes all taxes

- f. Taxes will borne by the Purchaser at the prevailing Tax Rate as it is a transfer payment between Govt-Govt. However Tax is to be indicated in the Financial Bid for the Purpose of Information Only.
- g. Purchaser reserves the right to negotiate specifications, prices during evaluation if found necessary.
- 32. Bidders must sign and stamp each page of their tender without which the tender will be considered incomplete.

Section – V: General Terms & Conditions

1. PURCHASER

Divisional Forest Officer, Berhampur Forest Division, Berhampur

2. RELEASE OF EQUIPMENT

The bidders shall be responsible for releasing the equipment's/items from the carriers/ transporters. The equipment's shall be delivered and installed in the designated location as mentioned in the tender document / as determined by the DFO, Berhampur Division.

3. PERFORMANCE BANK GUARANTEE (PERFORMANCE SECURITY)

For items mentioned in Table-1 Section -III, after successful installation at site, the bidder shall furnish an irrevocable *Performance Bank Guarantee (PBG)/TDR pledged to the DFO Berhampur for 3% (three percent)* of the contract price prior to the release of any payment. The BG should cover due fulfilment by the bidder of all the terms and conditions of the contract inclusive of guarantee to the purchaser the delivery, installation / commissioning of equipment, the restitution of advances to the supplier in advance of delivery in case of non-delivery and the contractor's full compliance with the warranty and guarantee provisions here in the form to be prescribed. This bank guarantee/ TDR shall remain valid till the end of support period/warranty period.

4. PRICE

The prices quoted should be in Rupees for delivery F.O.R. destination. *Any price other than F.O.R. destination price will not be considered*. The F.O.R. destination price should be inclusive of *Entry Tax*. GST amount should be mentioned clearly and separately.

5. TERMS OF PAYMENTS

A. 100% of the contract price (i.e cost of the Items actually supplied) shall be paid within the time period to be mentioned in the agreement but will not exceed 30 days of successful delivery, Installation, Commission and Testing of all the Equipments at site with certification thereof by designated departmental authority submission of Performance Security and bill by the Bidder in normal conditions

6. BILLING

The supplier shall specify the **Branch / Location** from which they will raise the bill and in whose favour payment will be released.

7. DELIVERY AND INSTALLATION

The supply and delivery of the engines as per the specification, is to be within a period of 3(three) months from the date of issue of the supply order.

8. PENALTY FOR DELAY IN COMPLETION OF CONTRACT

The delivery/ installation/commissioning period quoted in the tenders should be guaranteed under a *penalty* @ 0.5% on total value of the equipment per week or amount thereof of delay subject to maximum 5% of the contract/purchase order value. The purchaser reserves the right to cancel the order if it is not executed within the prescribed completion time. Delay in supply / installation /commissioning in the part of the supplier for equipment shall be treated as delay in the delivery/ installation of the goods. The purchaser reserves the right to cancel the order in full or in part. In the event of such cancellation, the purchaser shall have the right to *collect penalty from the performance guarantee*. However, for valid reasons (like any unavoidable situation at the client site) duly notified in advance and considered by the purchaser, revised delivery schedule may be accepted at the sole discretion of the purchaser.

9. FORCE MAJEURE CONDITION

If the execution of the contract/supply order is delayed beyond the period stipulated in the supply order as result of outbreak of hostilities, declaration of an embargo or blockade of fire, flood, acts of God, then purchaser may allow such additional time by extending the time frame as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the purchaser, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.

10. STANDARDS

The equipments shall confirm to the National / Internationally Accepted standards as applicable. Necessary Documentation on compliance to standards are to be provided against each item.

11. COMPLETENESS OF EQUIPMENT

The equipment shall be complete in all respects. Any components fitting, etc. which may for the equipment shall be deemed to have been included in the contract and shall be supplied by the supplier/bidder at no extra cost.

12. INTERCHANGEABILITY

All similar materials shall be identical and interchangeable with one another in order to minimize the number of spare parts.

13. SALES TAX AND INCOME TAX CLEARANCE

The attested copies of GST & Income Tax Clearance Certificate should be enclosed with the tender. Certificate validity must be available on the date of opening of General Bid.

14. INSURANCE OF EQUIPMENTS

The materials to be supplied should be *insured* by the vendor on behalf of the purchaser from his warehouse to the purchaser's site. The insurance coverage should cover the transport of materials

by Rail/Road/ Waterway to the destination. The insurance policy shall remain valid for minimum period of 60 days after installation and commissioning of equipment at site. The materials/equipment found lost or damaged in transit or during installation and commissioning should be immediately replaced.

15. REPLACEMENT

If the material/ equipment or any portion thereof gets damaged or lost during the transit and installation, the vendor shall effect the replacement of such materials/ equipment within a reasonable time to avoid delay in commissioning the equipment. The boats/ equipment which are Defective on Arrival(DoA) must be replace immediately without any negotiation with the purchaser.

16. RIGHT TO REJECT/ACCEPT THE TENDER

The purchaser reserves the right either to reject or accept any or all tenders. The purchaser has exclusive right to alter the quantities of materials at the time of placing the final purchase order. The type and quantity of items indicated in the tender are provisional and may change as per the actual requirement. After placing the purchase order, the purchaser may order to defer the delivery of the material. It may be clearly understood by the bidders that the purchaser need not assign any reason for the above action.

17. INSPECTION

The purchaser or his authorized representatives/ representatives of the Department of Ports and IWT, Odisha, IIT Madras etc. as designated by the purchaser may inspect during the delivery, installation and commissioning of the equipments/items at the client site and the vendor shall afford all facilities for such inspection at the site. The bills shall be submitted by the bidder after such inspection.

18. WARRANTY

The equipment / stores covered by this specification should be under free guarantee for satisfactory operation for a period **of 1 year** from the date of successful installation and commissioning

19. REJECTION

Before acceptance of the system if the equipment supplied by the vendor is found defective in materials or workmanship or otherwise not in conformity with the requirements of the contract, the purchaser shall have the right to either reject or to request in writing for rectification of the defects. Then the bidder shall with utmost diligence, at his own expense, make good the defects so specified or replace the defective equipment if the bidder fails to do so, the purchaser either. A. May at its option replace or rectify such defective equipment and charge to the bidder the excess cost incurred by the purchaser plus 15% (Fifteen percent) extra.

OR

B. Terminate the contract for default. Further, in the event, the vendor is not able to rectify or replace the faulty equipment within reasonable time, the purchaser reserves the right to acquire the said equipment at a reduced price considered equitable under the circumstances, and under such conditions the decision of the purchaser shall be final.

20. PATENT RIGHTS ETC.

The bidder shall indemnify the purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copy write protected either in the country of origin or in India by use of any equipment supplied by the vendor claims if made on the purchaser, shall be notified to the vendor of the same and the vendor shall at his own expense either settled such dispute or conduct any litigation that may arise there from.

21. JURISDICTION OF HIGH COURT OF ODISHA

Suites, if any arising out of the contract shall be filed by either party in a court of Law to which the jurisdiction of the High Court of Odisha extends.

22. EXTRAS

The bidder shall when asked in writing by the purchaser, perform extra work and furnish extra materials, not covered by the specifications or included in the schedule, but forming and inseparable part of the work contracted for the terms of payment for such extra work or materials shall be mutually agreed upon in advance.

23. INSTALLATION SUPERVISION AND SERVICES

The bidder shall depute experienced Engineer/Technicians for installation, commissioning and testing of equipments supplied.

24. EXTENSION OF DELIVERY PERIOD AND TERMINATION OF CONTRACT

In no case extension of delivery time will be allowed and any extension will lead to termination of contract.

27. OBLIGATION TO CARRY OUT PURCHASER'S INSTRUCTION

The Vendor/Supplier shall also satisfy the purchaser or his inspector that adequate provision has been made to carry out his instructions fully and with prompt attitude.

28. TIME AND DATE OF COMPLETION OF CONTRACT

The time and date stipulated in the tender for the completion of the work shall be deemed to be of the essence of the contract. In case of delay the vendor shall in addition to other liabilities under the contract be liable for all cost of damage and/or hold up in the work due to his failure to complete the contract or portion thereof. The purchaser shall be entitled to withhold any payment

until the whole work is completed and recover from the vendor cost damages and/or held up in the work as stated above. But if the delay is due to any cause such as strike, lockout fire, accident, riot that the purchaser may admit as reasonable ground for further time, the purchaser shall allow such additional time as he may consider to have been required by the circumstances of the case.

29. FINAL AUTHORITY

The final authority for payments will be the purchaser except otherwise specifically stated and if the bidder desires to appeal against any matter he shall appeal to "The Principal Conservator of Forests, Wildlife & Chief Wildlife Warden , Odisha" whose decision on such matters shall be final and conclusive.

<u>Section – VI: Technical Specifications</u>

SPECIFICATIONS of the 50 HP boat engines to be installed in the existing 2 nos. of boats.

Performance			
Max Prop. Shaft Output	36.8 KW (50 ps) @5500		
	r/min		
Full Throttle Operating	5000 - 6000 r/min		
Range			
Idling Speed	$850 \pm 50 \text{ r/min}$ or $950 \pm 50 \text{ r/min}$		
Fuel consumption	(15.7 <i>L</i> /h @5500 r/min or 16.0 <i>L</i> / h @6000 r/min)		
	* Reference data		
Engine			
Engine Type	SOHC, In-line 4		
Displacement	935 cm ³		
Bore X Stroke	63.0 mm X 75.0 mm		
Compression Ratio	9.3		
Starting Device	Prime Start		
Fuel Induction System	4 carburetors		
Lubrication System	Wet sump		
Engine Oil capacity	2.2 L / 2.0 L (with/ without exchange of oil filter)		
Ignition System	CDI – Micro computer		
Ignition Timing	BTDC 5 ~ BTDC 35 deg.		
Spark Plug	DPR6EA-9		
Alternator	10 Amp with Rectifier regulator		
Cooling System	Raw-water, thermostatically controlled		
Exhaust System	Through propeller hub		
Bracket / Drive			
Trim	Hydro: 5 positions, PTT: (Continuously variable)		
Shallow water drive	(continuously variable)		
Steering angle	40 deg. Each direction		
Gear Shift	F-N-R		
Gear Ratio	1.85 (24/13) or 2.31 (30/13)		
Propeller Fitting	Spline		
Propeller rotation	Clockwise		

Shaft Length	L	or	LX
Engine Transom height	L: 533 mm (21.0 inch) or		L: 536 mm (21.1 inch)
			X: 647 mm (25.5 inch)

Features-

- More resistance to leaded, Sulphurous and low octane fuel;
- Anti abrasion piston rings
- Hardened valve train.
- Stainless steel long exhaust pipe.
- More resistant in muddy water.
- Chrome-plated water pump
- Dry weight- 110 to 121 kg

Divisional Forest Officer Berhampur Forest Division

Section - VII

(Annexures)

Note:

All the Annexures pertaining to Bidder's Firm are to be furnished under letter Head of the company and signed by Executives not below the Rank of a Director / Power of Attorney Holder of the Company or the Promoter himself if the Bidder's Firm is proprietorship firm.

Annexure-1

GENERAL INFORMATION

Company Name		
Registered Office Address		
	City	PIN
	State	Website
	Telephone	Cell
	Fax	Email
Office Address (In Odisha)	,	
	City	PIN
	State	Website
	Telephone	Cell
	Fax	Email
Address of service centres in	,	
Odisha		
	City	PIN
	State	Website
	Telephone	Cell
	Fax	Email

Signature of Bidder with Company Seal

Annexure-2 SERVICE NETWORK DETAILS

Sl. No.	Service	Officer-in-	No. of Service	Contact	Area Covered
	Station with	chrage	Engineers	Phone/Mobile	
	Address				
1					
2					
3					

Signature of Bidder with Company Seal

Annexure-3

SELF DECLARATION Date:	
Ref:	
To,	
The Divisional Forest Officer, Berha	ampur Forest Division
<< Address >>	
Ref: Tender enquiry no. XXXX	
In response to enquiry no. XXXX, M/s/Mr.	as a
I/We hereby declare that	t our company is
having unblemished past record and was not	declared ineligible for corrupt & fraudulent
practices either indefinitely or for a particular	ar period of time.
Signature of Witness	Signature of Bidder
Date:	Date:
Place:	Place:
Compa	ny seal

Annexure-4

SELF DECLARATION Date:	
Ref:	
To,	
The Divisional Forest Officer, Berham	pur Forest Division
<< Address >>	
Ref: Tender enquiry no. XXXX	
In response to enquiry no. XXXX, M/s/Mr	as a
I/We hereby declare that of	our company is
having unblemished past record and have not b	een declared blacklisted by any Central/State
Government/PSU institution and there has been	n no pending litigation with any government
department on account of similar services. I/W	efurther declare that our company has not
defaulted in executing any Government order i	n the past.
Signature of Witness	Signature of Bidder
Date:	Date:
Place:	Place:
Company	seal

REPRESENTATIVE AUTHORIZATION LETTER Ref: _____ To, The Divisional Forest Officer, Berhampur Forest Division << Address >> Ref: Tender enquiry no. XXXX In response to enquiry no. XXXX, M/s/Mr. _______ is hereby authorized to sign relevant documents on behalf of the company. She/he is also authorized to attend meetings and submit technical & commercial information as may be required by you in the course of processing above said application. Thanking You. (Authorized Signatory) (Representative signature) (Signature attested)

Company seal

ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN THE TENDER **DOCUMENTS** Date: _____ To, The Divisional Forest Officer, Berhampur Forest Division << Address >> Ref: Tender enquiry no. XXXX In response to enquiry no. XXXX, I have carefully gone through the terms and conditions contained in the above tender. I declare that all the provisions of the tender document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration. Signature of Witness Signature of Bidder Date: Date:

Company seal

Place:

Place:

LIST OF ENCLOSURES

SL.	Enclosure description	Enclosed	Annexure/Attachment/Page
No.	-	(Yes/No)	No./Envelop No. of the
			enclosure
1	Copy of Registration Certificate of		
	the firm/industry/incorporation cert.		
2	Organization Profile		
3	Annexure-1		
4	Annexure-2		
5	Annexure-3		
6	Annexure-4		
7	Annexure-5		
8	Annexure-6		
9	GST registration certificate		
10	Copy of PAN no allotted by Income		
	Tax Department		
11	Copies of Annual audited accounts		
	statements certified by a chartered		
	Accountant as mentioned in the bid		
	document		
12	Documentary proof of authorized		
	partners or manufactures or resellers		
	of items quoted		
13	Tender Paper Cost in a sealed		DD No.
	envelope with general bid (Super		Amount:
	scribe Tender document cost on the		
	top of the sealed envelope and write		
	name of the firm on the back side of		
	DD)		
14	Technical bid duly signed (sealed		
	envelope) – Annexure T1		
15	Financial bid duly signed (sealed		
	envelope) – Annexure F1		
16	Signature with Date		
17	Name		

Company seal

Annexure-T1

STATEMENT OF TECHNICAL COMPLIANCE (Tech Bid)

Sl. No.	Specifications as per the tender document	Brand, Mfg. Yr. , Model No. of the Offered Item	Compliance to RFP Spec (Yes/No)

Signature of the Bidder with Seal

FINANCIAL BID FORMAT (Fin Bid)

(To be furnished in separate sealed envelope as Financial Bid)

Amount in Rupees including the cost of Comprehensive Warranty, Support and Services as defined in the Technical Eligibility. The proposer may see the actual boats before quoting the costs.

Sl. No.	Items	Brand, Mfg. Yr. , Model & Part No	Quantity	Unit Cost	Pre-Tax Total Cost	Tax at current Rate	Total Cost With Tax
1	Cost of 50 HP		2 Nos				
	outboard boat						
	engines						
2	Cost of		2nos				
	installation in						
	two boats						
	including all						
	accessories,						
	transportation,						
	labour charge						
	etc. (nothing						
	to be left out)						
Total Cost (In							
Figures)							
Total Cost (In							
Words)							

Signature of Bidder with Seal

End of the Tender Document at this 28th Page

Divisional Forest Officer, Berhampur Forest Division

 $\begin{tabular}{ll} Memo~No.~4730~01F-120/2021,~Dated,~Brahmapur~the~13th.~May'2021\\ Copy~forwarded~to \end{tabular}$

- 1. PCCF WL & CWLW Odisha with a request to host the tender document in the website www.wildlife.odisha.gov.in.
- 2. Addl. PCCF, IT &GIS, O/o the PCCF, Odisha for kind hosting in the website www.odishaforest.in
- 3. RCCF, Berhampur for kind information.
- 4. The State Head IT Portal, Secretariat Bhubaneswar for hosting in All tenders section of www.odisha.gov.in.

Divisional Forest Officer, Berhampur Forest Division