

**Government of Odisha,
Department of Water Resources**


Office of the Chief Engineer, Quality Control & Research,
H. P. Administrative Building, Delta Square, Unit VIII,
Bhubaneswar.

Email Id- ceqcrbbsr@rediffmail.com, Phone No- 0674-2560089

EXPRESSION OF INTEREST

Quotation for Supplying of Tilting Flume.

The Chief Engineer, Quality Control & Research, Bhubaneswar invites **EXPRESSION OF INTEREST** from reputed firms / manufacturers to provide quotation for supply of tilting flume for Model Studies and Research Division, Burla. The last date of receipt of **EXPRESSION OF INTEREST through Email** is 06.02.2019 up to 4 PM. For details of specification of equipment and other conditions, please visit the Govt. web site www.tendersorissa.gov.in/ www.dowrorissa.gov.in. The undersigned reserves the right of accepting or rejecting the EOI without assigning any reason thereof.


Chief Engineer,
Quality Control & Research,
Bhubaneswar.

Expression of Interest for providing quotation for Supplying of tilting flume for Model Studies and Research Division, Burla, Dist- Sambalpur, (Odisha).

| Sl. No. | Items of work | Unit | Quantity | Rate Quoted | |
|---------|---|--------|----------|-------------|----------|
| | | | | In figure | In word. |
| 1. | Supply, installation, commissioning and training of tilting flume of size 8 m long, 0.75 m wide and 1.5 m height fully toughened glass of 18 mm thick for total visibility, with one side of wall should be collapsible, digital level gauges, electromagnetic flow meter with rectangular notch in downstream side with accurate slope adjustment, a stilling arrangement to diffuse the water flow prior to the entry in to the flume, provision of bed pressure tapings and fixing points for models, designed for use with standard water circulation system, pumped water flow, flow control valve and a volumetric tank, orifice meter with pressure gauge, comprehensive instruction manual, software for calculation and data processing including all cost, labour charges, carriage and all other incidental charges if any including custom duty and GST with minimum one year warrantee etc complete. | 1 unit | 1 unit | | |


 Chief Engineer,
 Quality Control & Research,
 Bhubaneswar.

TERMS AND CONDITIONS OF EXPRESSION OF INTEREST.

1. Scope of the EOI:

The scope of the contract shall be for quotations to supply of equipments / materials as per the specifications at the consignee's site, and rendering services in accordance with the enclosed technical specifications and bill of quantities.

2. Manner of supply :

All equipments / materials supplied under the contract shall be manufactured in the manner, set out in the specification or where not set out, to the reasonable satisfaction of the Purchaser's representative.

3. Inspection and Testing:

[i] The purchaser's representative shall, if desired / felt necessary, be entitled at all reasonable times during manufacture to inspect, examine and test at the supplier's premises, the materials and workmanship of all equipments / materials to be supplied under this contract and if part of the said equipment is being manufactured in other premises, the supplier shall obtain for the purchaser's representative permission to inspect, examine and test as if the equipment were being manufactured in the supplier's premises. Such inspection, examination and testing shall not release the supplier from his obligations under the contract.

[ii] The Supplier shall give to the purchaser adequate time / notice (at least clear 15 days for inside the state suppliers and 20 days for outside the state suppliers) in writing for inspection of materials indicating the place at which the equipment / material is ready for testing and inspection and shall also furnish the shop Routine Test Certificate, Calibration Certificates of Testing instruments, calibrated in Govt. approved laboratory with authenticity letter of that laboratory along with the offer for inspection. A packing list along with the offer, indicating the quantity which can be delivered in full truck load / Mini truck load to facilitate issue of dispatch instruction shall also be furnished.

[iii] Where the contract provides for test at the Premises of the supplier or any of his sub - vendors, the supplier shall provide such assistance, labour, materials, electricity, fuel and instruments, as may be required or as may be reasonably demanded by the Purchaser's representative to carry out such tests efficiently. The supplier is required to produce shop routine test Certificate, calibration certificates of Testing Instruments before offering their materials / equipment for inspection & testing. The test house / laboratory where tests are to be carried out must be approved by the Govt. A letter pertaining to Govt. approved laboratory must be furnished to the purchaser along with the offer for inspection.

[iv] After completion of the tests, the Purchaser's representative shall forward the test results to the Purchaser. If the test results conform to the specific standard and specification, the Purchaser shall approve the test results and communicate the same to the supplier in writing. The supplier shall provide at least five copies of the test certificates to the Purchaser.

[v] The Purchaser has the right to have the tests carried out at his own cost by an independent agency whenever there is dispute regarding the quality of supply.

[vi] If the Firm fails to present the offered items for inspection / testing as per their inspection call due to any reasons during the visit of the inspecting officer at the testing site, the Firm have to bear all expenses towards the repetition of inspection / testing of the total offered quantity or part thereof.

4. Training facilities.

The supplier shall provide all possible facilities for training of Purchaser's Technical personnel, when deputed by the Purchaser for acquiring firsthand knowledge in assembly of the equipment, its erection, commissioning and for its proper operation and maintenance in service, wherein it is thought necessary by the purchaser.

5. Rejection of Materials.

In the event any of the equipments / materials, supplied by the manufacturer is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the equipment or ask the supplier in writing to rectify or replace the defective equipment free of cost to the purchaser. The supplier on receipt of such notification shall either rectify or replace the defective equipment free of cost to the purchase within 15 days from the date of issue of such notification by the purchaser. If the supplier fails to do so, the Purchaser may:-

[a] At its option replace or rectify such defective equipments / materials and recover the extra costs so involved from the supplier plus fifteen percent and / or.

[b] Terminate the contract for balance supplies, with enforcement of penalty Clause as per contract for the undelivered goods and with forfeiture of Performance security.

[c] Acquire the defective equipment / materials at reduced price, considered equitable under the circumstances.

6. Experience of Suppliers:

The bidders should furnish information regarding experience particularly on the following points:

[i] Name of the manufacturer with a copy of manufacturing license.

[ii] Standing of the firm and experience in manufacture of equipment / material quoted:

[iii] Description of equipment / material similar to that quoted, supplied and installed during last three years with the name(s) of the Organizations to whom supplies were made wherein, at least one (1) certificate shall be from a State / central P.S.U / Govt. technical institutions.

[iv] Details as to where installed etc.

[v] Testing facilities at manufacturer's works.

[vi] If the manufacturer is having collaboration with another firm [s], details regarding the same.

[vii] A list of purchase orders of identical material / equipments / materials offered as per technical specification executed during the last three years along with users certificate. User's certificate shall be legible and must indicate user's name, address, designation, place of use, and satisfactory performance of the equipment / materials for at least three years from the date of commissioning.

7. Language and measures:

All documents pertaining to the contract including specifications, schedule, notices, correspondence, operating and maintenance instructions., drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

8. Deviation from specification:

It is in the interest of the Supplier to study the specifications, specified in the Expression of Interest thoroughly before quoting the rates. So that, if any deviations are made by the SUPPLIER,(both commercial and Technical), the same are prominently brought out on a separate sheet under heading "Deviations Commercial" and "Deviations Technical".

A list of deviations shall be enclosed with the tender. Unless deviations in scope, technical and commercial stipulations are specifically mentioned in the list of deviations, it shall be presumed that the SUPPLIER has accepted all the conditions, stipulated in the tender specification, not withstanding any exemptions mentioned therein.

9. Right to reject / accept of EOI:

The purchaser reserves the right either to reject or to accept of EOI if the situation so warrants in the interest of the purchaser. The purchaser has exclusive right to alter the quantities of materials / equipment at the time of placing final purchase order. After placing of the order, the purchaser may defer the delivery of the materials. It may be clearly understood by the SUPPLIER that the purchaser need not assign any reason for any of the above action [s]

10. Supplier to inform himself fully:

The supplier shall examine the instructions to SUPPLIER, conditions of EOI, specification and the schedules of quantity and delivery to satisfy himself as to all terms and conditions and

circumstances affecting the EOI price. He shall quote price [s] according to his own views on these matters and understand that no additional allowances except as otherwise provided there in will be admissible. The purchaser shall not be responsible for any misunderstanding or incorrect information, obtained by the supplier other than the information given to the supplier in writing by the purchaser.

11. Patent rights Etc.

The supplier shall indemnify the Purchaser against all claims, actions, suits and proceedings for the infringement of any patent design or copy right protected either in the country of origin or in India by the use of any equipment supplied by the manufacturer. Such indemnity shall also cover any use of the equipment, other than for the purpose indicated by or reasonably to be inferred from the specification.

12. Delivery:-

[a] Time being the essence of the contract; the equipment shall be supplied within the delivery period, specified in the contract. The Purchaser, however, reserves the right to reschedule the delivery and change the destination if required. The delivery period shall be reckoned from the date of placing the Letter of Intent / Purchase order, as may be specified in LOI / Purchase order. No way bill or declaration format shall be issued by the purchaser for the purpose of supply.

13. Despatch instructions.

I] The equipments / materials should be securely packed and dispatched directly to the specified site at the supplier's risk.

II] Loading & unloading of Ordered Materials.

It will be the sole responsibility of the supplier for loading and unloading of materials both at the factory site and at the destination site / store.

The Purchaser shall have no responsibility on this account

14. Supplier's Default Liability.

[i] The Purchaser may, upon written notice of default to the supplier, terminate the contract in circumstances detailed hereunder.

[a] If in the judgment of the Purchaser, the supplier fails to make delivery of all Equipment / material within the time specified in the contract or within the period for which if extension has been granted by the Purchaser in writing in response to written request of the supplier.

[b] If in the judgment of the Purchaser, the supplier fails to comply with any of the provisions of this contract.

[ii] In the event, Purchaser terminates the contract in whole or in part as provided in **Clause- 15**

(i) of this section, the Purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate in relation to the equipment / material similar to that terminated and the supplier will be liable to the Purchaser for any additional costs for such similar equipment / material and / or for penalty for delay as defined in **clause-22** of this section until such reasonable time as may be required for the final supply of equipment.

[iii] In the event the Purchaser does not terminate the contract as provided in **clause 15 (i)** of this Section, supplier shall be liable to the Purchaser for penalty for delay as set out in **Clause-22** of this section until the equipment is accepted. This shall be based only on written request of the supplier and written willingness of the Purchaser.

15. Force Majeure:

The supplier shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the supplier shall within **Ten (10) days** from the beginning of delay on such account notify the purchaser in writing of the cause of delay. The purchaser shall verify the facts and grant such extension, if facts justify.

16. Extension of time:-

If the delivery of equipment / material is delayed due to reasons beyond the control of the supplier, the supplier shall without delay give notice to the purchaser in writing of his claim for an extension of time. The purchaser on receipt of such notice may or may not agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

17. Guarantee period: -[i] The stores (Equipment / materials) covered by this specification should be guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of at least 36 [thirty six] months from the date of commissioning after receipt of equipment / material along with free service for an additional period of 24 months including calibration and testing so as to assure trouble free performance beyond the guarantee period. During the free service period the cost of spare parts to be replaced will be made as per prevailing price list of the company. The above guarantee certificate shall be furnished in triplicate to the purchaser for his approval. Any defect noticed during this period should be rectified / replaced by the supplier free of cost to the purchaser provided such defects are due to faulty design, bad workmanship or bad materials used, within one month upon written notice from the purchaser failing which provision of **clause 22 (ii)** shall apply.

18. Security deposit, and performance guarantee:

[i] To ensure the performance of the contract, performance security is to be obtained from the successful bidder awarded with the contract. Performance security for an amount of 10% (ten percent) of the value of the contract shall be furnished in the form of fixed deposit receipt from a Nationalized bank etc. safe guarding the purchaser's interest in all respects.

[ii] Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including guarantee and free service obligations.

[iii] Bid security should be refunded to the successful bidder on receipt of performance security.

[iv] Performance security will be released @5% on each completed year of the free service period for two years.

[vi] In case of non-fulfillment of contractual obligation, as required in the detail purchase order / specification, the security deposit shall be forfeited.

19. Import License

In case imported materials are offered, no assistance will be given for release of Foreign Exchange. The firm should arrange to import materials from their own quota. Equipment of indigenous origin will be preferred. The foreign exchange, costume duty if etc if any will not be born by the purchaser at any cost.

20. (A) Terms of Payment.

(i) 85% of the contract value shall be released in favour of the supplier after supply of the entire consignment in good condition at stores / desired site, installation, testing, satisfactory commissioning of the equipments and imparting training for operation.

The balance 15% of the contract value shall be released @5% on each completed year for the first three years.

(ii) **Payment of Freight & Insurance charges and Entry Tax.**

The quoted rate put by the bidder shall be inclusive of all taxes like GST, excise duty and costume duty etc.

21. Penalty for Delay in Completion of Contract

l) If the Supplier fails to deliver the equipments / materials within the delivery schedule, specified in the contract including delivery time extension, if any, granted thereto, the Purchaser shall recover from the Supplier, penalty for a sum of half percent (0.5 percent) of the Basic price of the un-delivered equipment for each calendar week of delay or part thereof

For this purpose, the date of received challan shall be reckoned as the date of delivery. The total amount of penalty shall not exceed five percent (5%) of the basic price of the unit or units

so delayed. Equipment will be deemed to have been delivered only when all its components and accessories as per technical Specification are also delivered. If certain components & accessories are not delivered in time, the equipment will be considered delayed until such time as the missing parts are delivered.

II) If the Supplier fails to rectify / replace the equipment / material within 30 days from the date of intimation of the defect, so noticed by the purchaser within the guarantee period then the penalty for sum of one half of the one percent (0.5%) of the total Purchase order amount for each calendar week of delay shall be recovered by the purchaser within the guarantee period. For this purpose, penalty date will start from the 30th day from the date of issue of letter on defectiveness of equipment / material, so supplied, by the purchaser. The total amount of penalty in this case shall not exceed 10% (TEN PERCENT) of the purchase order amount. If the defects so intimated will not be rectified by the supplier within the guarantee period, then whole of the performance security will be forfeited by the purchaser, without any intimation to the Supplier.

22. Insurance

The Supplier shall undertake insurance of stores covered by this Specification unless otherwise stated. The responsibility of delivery of the stores at destination in good condition rests with the Supplier. Any claim with the Insurance Company or transport agency arising due to loss or damage in transit has to be settled by the supplier. The Supplier shall undertake free replacement of materials damaged or lost, which will be reported by the consignee within 30 days of receipt of the materials at destination without awaiting for the settlement of their claims with the carriers and underwriters.

23. Payment Due from the Supplier. All costs and damages, for which the supplier is liable to the purchaser, will be deducted by the purchaser from any money, due to the supplier, under any of the contract (s), executed with Executive Engineer, Model studies and Research Division, Burla.

24. Sales Tax clearance certificate and Balance sheet and profit & Loss Account:

- i. Sales Tax clearance certificate for the previous year shall be enclosed with the tender.
- ii. Audited Balance Sheet and Profit & Loss Account of the bidder for the previous three years shall be enclosed to assess the financial soundness of the bidder(s).

25. Certificate of Exemption from Excise Duty / Sales tax.

Offers with exemption from Excise duty including sales tax shall be accompanied with authenticated proof of such exemption. Authenticated proof for this clause shall mean attested Photostat copy of exemption certificate.

26. Supplier's Responsibility.

Notwithstanding anything mentioned in the Specification or subsequent approval or acceptance by the Purchaser, the ultimate responsibility for design, manufacture, materials used and satisfactory performance shall rest with the BIDDER. The Supplier(s) shall be responsible for any discrepancy noticed in the documents, submitted by them along with the bid(s)

27. Validity

Prices and conditions contained in the offer should be kept valid for a minimum period of 90 (ninety) days from the date of opening of the tender, failing which the tender shall be rejected.

28. EVALUATION.

(i) Evaluation of bids will be on the basis of the FOR DESTINATION PRICE (By Road Transport) including GST, costume duty Excise duty, Sales Tax & other levies as may be applicable. The

Quoted Price shall consist of the following components

- a) Ex-works price.
- b) Packing & Forwarding charges.
- c) Freight
- d) Insurance.
- e) Excise Duty/ costume duty (if a foreign material).
- f) GSTIN.
- g) Other levies.
- h) Mandatory spares, if any for maintenance of equipment. (At the discretion of the purchaser)
- i) Test & Calibration charges, if any. .
- j) Erection, testing and commissioning and training charges, if any.
- k) Any other items, such as guarantee card and undertaking form for maintenance beyond guarantee period.

29. Jurisdiction of the High Court of Orissa.

Legal issues / `Suits, if any, arising out of this contract shall be filed by either Party in a court of Law to which the jurisdiction of High court of Orissa extends.

30. Correspondences.

- i) Any notice to the supplier under the terms of the contract shall be served by Registered Post or by hand at the Supplier's Principal Place of Business.
- i) Any notice to the Purchaser shall be served at the Purchaser's Principal Office in the same manner.

31. Official Address of the Parties to the Contract

The address of the parties to the contract shall be specified:-

[i] **Purchaser:** Executive Engineer, Model Studies & Research Division, Burla. Dist-Sambalpur
Pin-768017 State-Odisha. (India).

[ii] **Supplier:** Address

Telephone No.

Fax No.

32. Outright Rejection of EOI.

- i. The supplier shall submit the bid in electronic mode and percentage rate basis only.
- ii. The supplier shall furnish the tender cost and Bid security as applicable (on line).
- iii. The EOI shall keep valid for a minimum period of 90 days and Bid security should be kept valid for 40 days from the date of opening of tender.
- iv. The Bid shall be accompany relevant documents like channel partner of OEM, GST clearance certificate, PAN Card, No relation certificate, Affidavit and other documents like performance, calibration of equipments from NABL etc.