



TENDER DOCUMENT

PROCUREMENT OF CHAIN & ACCESSORISE

JUNE- 2011

TENDER No. : IWAI/KOL/MM(13)09-10/MISC.SUPPLY

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Road Transport & Highways, Govt. of India)

P-78, Garden Reach Road, Kolkata-700043 (W.B)



भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण
पोत परिवहन मंत्रालय, भारत सरकार
INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)
p-78, Garden Reach Road
Kolkata-700043

Tel (033) 24395577, 24391710, Fax (033) 24395570

Web site: <http://iwai.nic.in>, E-mail: iwaical@yahoo.com

IWAI/KOL/MM/(13)/09-10/MISC.SUPPLY

DATE:-

To

Sub: Tender document for supply of IRS certified chain, D-shackle, Monkey plate etc. at KolkataNW-1.

Ref: Your letter No. _____ dt. _____

Sir,

The Inland Waterways Authority of India, Noida, invites sealed tenders from the Manufacturers, authorized dealer for supply of IRS certified chain, D-Shackle, Monkey plate and Swivel piece. Completed bids to be received in the office of the Director, P-78, Garden Reach Road, Kolkata-700043., Inland Waterways Authority of India, P-78, Garden Reach Road, Kolkata-700043, India, not later than 1500 hrs (IST) on or before 06.07.2011.

Tender document for above work is enclosed herewith.

Yours faithfully,

DIRECTOR
IWAI

Encl: as in above

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(Tender for procurement of Chain and its accessories for FRP Buoy)

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TOTAL 45 (Forty five only) PAGES

Notice Inviting Tender
Tender No.IWAI/KOL/MM(13)/09-10/MISC.SUPPLY

Sealed tender in two cover system (cover-I technical bid and cover –II Financial Bid) are invited from the manufacturer, authorized dealer, distributors, for supply of the following materials of IRS certified :-

SI. No	Name of work	Type of work	Completion Period	Estimated cost (in Rs.)	E.M.D. (in Rs.)	Place of supply	B.O.Q.
1)	Supply of IRS certified chains,D-shackle ,Monkey plate and Swivel piece	Supply	15 days	2,07,168.00	4200/-	IWAI Kolkata office at P-78,Garden Reach Road,Kolkata-43,(W.B)	Annexure

Term and conditions:

Interested bidders may obtain non-transferable tender document by submitting non-refundable Demand draft for Rs.500/- drawn from any Nationalized /schedule bank in favour of “IWAI FUND” payable at Kolkata.

Tender document will be available for sale w.e.f. 30th June, 2011 to 5th July , 2011 during working hours from the office of Director, IWAI, p-78, Garden Reach Road, Kolkata-43.

The tender document can also be downloaded from the website www.iwai.nic.in Detailed information and instructions to the bidders are available in the tender document. Those who are using downloaded tender document from the website may submit the cost of tender documents in the form of separate DD along with technical bid, while submitting the bid.

A signed declaration stating that no alteration has been made in any form in the downloaded tender document is to be enclosed with the tender by the bidder for downloaded tenders.

The completed bids as per terms and conditions mentioned in the tender document should be submitted in the above address latest by 1500 hrs on 06th July, 2011 and Technical bids shall be opened on the same day at 1530 hours.

IWAI reserves the right to accept or reject any or all bids without assigning any reason and no correspondence shall be entertained in this regard.

Other terms and conditions are as per tender documents.

DIRECTOR

2. INSTRUCTION TO THE SUPPLIER
(Tender for Procurement of Chains and accessories)

1. Inland waterways Authority of India herein after referred to “THE AUTHORITY” wishes to receive sealed tenders for “Procurement of IRS certified chain etc.”, which includes supply at Kolkata office, herein after referred as “materials”.
2. **“TENDER DOCUMENT”:-** The required equipment and field delivery, tender procedure and contract terms are prescribed in the tender documents. In addition to the invitation for tender, the tender documents include the following.
 - (i) Notice Inviting Tender
 - (ii) Instruction to the Tenderer
 - (iii) Details to Accompany Technical Bid
 - (iv) General Condition of Contract
 - (v) Special Terms and Condition of Contract
 - (vi) Warranty Form
 - (vii) Technical Specifications
 - (viii) Tender Form
 - (ix) Cost Schedule
 - (x) Agreement Form
 - (xi) Performance Guarantee Form
3. The Tenderer is expected to examine the tender document carefully including all instructions, conditions, forms, terms, special conditions, technical specifications etc. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender documents in every respect will result in “**REJECTION OF TENDER BID**” submitted by the individual Tenderer.
 - 3.1 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Tenderer who resort to any form of canvassing shall be summarily rejected.
 - 3.2 Those Tenderer(s) whose near relatives are posted in any capacity in the Inland Waterways Authority of India (IWAI) shall not be permitted to bid. The prospective Tenderer shall also intimate the names of persons who are working with him In any capacity or subsequently employed by him & who are near relative to any officer in the IWAI or in the Ministry of Shipping. Any breach of this condition by the Tenderer shall render him ineligible. By the term ‘near relative’ is meant wife, husband, parents and grand parents, children & grand children, brothers and sisters, uncles, aunts & corresponding in laws.
 - 3.3 No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering Deptt. Of Govt. of

India is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without the prior permission of the government of India in writing. The contract is liable to be cancelled if either the contractor or any of his employees is found anytime to be such a person who had not obtained the permission of Govt. of India as aforesaid, before submission of the bid or engagement in the contractor's service.

4. The **IWAI** reserves the right to reject any or all of the tenders received without assigning any reasons what so ever. He also reserves right for himself of accepting the whole or any part of the tender and Tenderer shall be bound to perform the same at the rates quoted. The tender in which, any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
5. At any time prior to the dead line for submission of tender, the Authority may for any reason, whether by its own initiation or in response to clarification requested by a prospective Tenderer, modify the tender document by amendments.

5.1 In order to afford prospective Tenderer reasonable time in which to make amendment on this account in their tender document, the Authority may at its discretion fix fresh dead line for submission of bid.

6. The tender document filled by the Tenderer and all correspondence and documents relating Tender and the bid exchanged by the Tenderer and the Authority shall be written in ENGLISH. Any document enclosed with the tender that is not in English shall be accompanied by the certified English translation.
7. **EARNEST MONEY DEPOSIT (EMD)**

The bidder shall furnish as part of its tender, EMD of Rs. 4200/- (Rupees Four thousand two hundred only).

The EMD shall be drawn in the form of Crossed Demand Draft (DD) from any Nationalized/ Schedule bank (Schedule I & II as per RBI guidelines) in favour of "INLAND WATERWAYS AUTHORITY OF INDIA FUND" payable at KOLKATA. No other form of payment, e.g. Fixed Deposit, BG etc., shall be accepted for EMD. No bidder shall be exempted from submission of EMD under any circumstances.

Those who are using downloaded tender document from the website shall submit the cost of tender document (Rs. 500.00) in the form of separate DD along with EMD, while submitting the bid.

- 7.1 The successful Tenderer EMD will be converted into Security Deposit (SD) and the successful Tenderer has to remit balance amount of SD in the form of Demand Draft (DD) .

- 7.2 The EMD may be forfeited if,
- (a) Tender withdraws his bid in part or in full or modifies his tender, during the period of bid validity specified on the bid form, or
 - (b) Make any modification in terms & conditions of tender, which is not acceptable to the Authority, then the Authority shall, without prejudice to any right or remedy, be at liberty to forfeit the EMD absolutely.
 - (c) The successful Tenderer fails to furnish in full all the information as required by the tender, withdraws his tender or refuses to sign the contract in accordance with Clause –15 of “ Instructions to the Tenderer” on issue of letter on intent, or refuses to provide the Security Deposit in accordance with Clause 25 of “ General Conditions of the Contract”
- 7.3 The EMD will be returned to the unsuccessful Tenderer after finalization of the tender and no interest will be paid on EMD.
8. The bid shall not contain erasure/over writing except as necessary to correct errors by the Tenderer in which case the person signing the bid shall initial such correction(s).
- 8.1 Tender forms are not transferable and its cost is not refundable.
- 8.2 “Authority” will in no way be responsible for any expenditure incurred by the Tenderer in the preparation and submission of tender.

9. Submission of Bid

Duly sealed covers containing the technical and financial bids will be put in a separate single cover which should be sealed and super scribed as “**Tender for Procurement of IRS certified chains etc.**” and “**Don’t Open before 06.07.2011 at 1530 hrs**”.

The offer, complete in all respects, should be submitted by 1500 hours IST on 06.07.2011 in the office of the Director, **Inland Waterways Authority of India, P-78,Garden Reach Road, Kolkata-43, India.**

“Authority shall not be responsible for delay caused due to postal/courier or any other modes of delivery. Local Tenderer may, if so desire, deposit tenders in the tender box provided in the office for this purpose.

The Authority may at its discretion extend the dead line for the submission of bids in accordance with Clause-5.1 above, in which case all rights and obligation of the Authority and Tendered previously subjected to the dead line will thereafter be subjected to the dead line as extended.

Late bids will be rejected and returned unopened to the Tenderer.

Telex, FAX, E-mail and cable offer will not be considered under any circumstances.

Tender shall be placed in two sealed covers super-scribing “**Tender for supply of IRS certified chains & accessories**” and shall be received in this Office on or before **1500 hours IST on 06.7.2011** And shall be opened by the TEC of Inland Waterways Authority of India at **1530 hrs on the same day**. Tenderer may remain present at the time of opening, if they so desire.

The Tenderer shall submit the Tender in two sealed covers marked “Cover 1st” and “Cover 2nd”. The cover 1st shall contain the Earnest Money Deposit as mentioned in clause 7 above and technical bids. The cover 2nd shall contain the Commercial bids. In case the first cover is not submitted with Earnest Money in a proper form, the second cover shall not be opened and rejected summarily.

10. Period of Validity of Bid

10.1 **Bid shall remain valid for 90 days from the date of bid closing** prescribed by the Authority as per the Clause-18.

10.2 Notwithstanding Clause – 10.1 above, the Authority may solicit the Supplier’s consent for extension of the bid validity. The request and the response shall be made in writing.

11. **All pages of the bid shall be duly signed by the person/(s) signing the bid.** The name of and position held by the person signing the bid must be typed or printed below the signature.

12. The bid shall not contain erasure/over writing except as necessary to correct errors by the Supplier in which case the person signing the bid shall initial such correction(s).

12.1 Tender forms are not transferable and its cost is not refundable.

12.2 “Authority” will in no way be responsible for any expenditure incurred by the tenderer in the preparation and submission of the tender.

13. Submission of Bid

The tenderers are required to submit their tender in two parts in separate sealed envelopes as given below:

13.1 Technical Bid

The tenderer shall submit the technical proposal keeping in view the equipment specification and quantity of this tender. **The technical proposal would include the following for evaluation of technical bids:**

The Earnest Money Deposit and tender cost as specified in Clause –7 above.

Bank Solvency for **Rs. 65,000**

The Bank Solvency should be in the name of the bidder and not from the Manufacturer/OEM.

The original tender document duly signed in every page by authorized signatory of the tenderer.

Acceptance to tender terms & conditions to be confirmed.

Acceptance of clause 10 for validity of bid of “Instruction to the bidder”.

Acceptance of clause 17 for quantity of equipment of “Instruction to the bidder”.

Acceptance of clause 10 (Delivery) of “Special Conditions of the Contract”.

Acceptance of clause 5 (Guarantee) of “Special Conditions of the Contract”.

Duly filled “Tender Form”.

Acceptance of clause 3 (Training) of “Special Conditions of the Contract”.

List of Spares as per clause 10.(a) of “Special Conditions of the Contract”.

Post warranty Maintenance as per clause 5.8 of “Special Conditions of the Contract”.

Acceptance of payment terms clause 14 of “General Conditions of the Contract”.

Tenderer has to clearly mention the name of manufacturer (OEM), quoted item specifications vis-à-vis specification of item mentioned in this tender document, detailed technical specifications / literature / brochure of quoted equipment, accessories etc.

Document evidence such as manufacturer valid registration certificate for manufacturing equipment / Authorization certificate as Dealer / Supplier of reputed brand of the equipment for which the bidder intended to quote.

Valid latest Income Tax Return proof / Audit report / Balance Sheet for the last three years and Registration Certificate with attested copies as applicable shall be furnished with the technical bid. Copy of valid PAN Card is also to be submitted.

Background of the organization with respect to similar experience and brief description of projects recently undertaken in the relevant field.

Copies of similar supply orders / performance certificates / job completion certificates for individual item for which the bid is submitted, issued by the client during the past 3 years, for evaluation of financial & technical capabilities of the bidders.

The bidder should have supplied at least 3 similar materials during the past 3 yrs period. The tenderer should provide a list of the materials supplied in various reputed Govt. / PSU's / Private sector organizations.

The documentary evidence about bidder's financial and technical capability necessary to perform the contract / supply.

Documentary evidence such as brochures establishing that the materials to be supplied by the Supplier conform to the tender document.

Proven design means:

- a) One should have executed similar order.
- b) Should have supplied similar materials.
- c) Should have proven track record of timely delivery without cost over run.
- d) Similar materials supplied should have performed to the satisfaction of the owner.

The technical proposal shall not contain any reference to the prices quoted.

The Tenderer has to submit signed and sealed Warranty Form (as prescribed in this tender document) along with the technical bid.

The Tender shall give a declaration that they have not been banned or de-listed by any Govt. or quasi Govt. agency or Public Sector Undertaking.

ALL TENDERERS ARE CAUTIONED THAT TENDERS CONTAINING ANY DEVIATIONS WHATSOEVER FROM THE TERMS AND CONDITIONS, SPECIFICATIONS AS CONTAINED IN THE TENDER DOCUMENTS ARE LIABLE TO BE REJECTED AS NON-RESPONSIVE.

Any other details which tenderer may feel relevant to carry out the present assignment.

If there is any deviation from any condition, it should be clearly mentioned in the technical bid.

The Envelope containing Technical bid will be sealed and super scribed **“Technical bid for Procurement of IRS CERTIFIED CHAINS & ACCESSORIES”**.

13.2 Financial Bid

Separate envelope containing financial bids should be sealed and superscripted as **“Price bid for Procurement of IRS CERTIFIED CHAINS & ACCESSORIES”**.

The Tenderer shall complete the price schedule included herein stating the unit price and total prices of materials, complete in all respect, duly complying all requirements, to be supplied, tested and supplied under the contract. **Prices quoted by the Tenderer shall remain firm and fixed and valid till the validity time.**

The Tenderer shall quote rate in figures as well as in words for amount tendered by him. Special care shall be taken to write the rates in figures and in words in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures, the word ‘Rs’ shall be written before the figures e.g. ‘Rs 2.15P’ . In case of words the word ‘Rupees’ shall precede and the word Paise’ shall be written at the end unless the rate is in whole rupee. The figure in word shall invariably be followed by the word ‘Only’. It would invariably be up to two decimal places. While quoting the rate in schedule of quantities in price schedule, the word ‘Only’ shall be written closely following the amount and it shall not be written in the next line.

The prices quoted shall be of F.O.R. destination of the consignees. The Tender shall indicate the rates including of Custom duty, excise duty, sales tax, Service tax etc against each item of Price Schedule.

This will contain prices to be charged for completing the work and will comprise of the bid form and price schedule duly filled in and signed.

The prices quoted shall be Basic cost and other taxes (VAT, ST, CST, Road Permit, Octroi etc.), duties (Excise Custom etc.), insurance, freight, transportation, packing inspection charges and cost of trials etc. Form No. 'C' or 'D' & 31/32 will not be issued by the "Authority" Road permit, way bill, WPC licence etc. are to be arranged by the Supplier. Import License and Foreign exchange required, if any, shall be arranged by the Supplier himself. With regard to the import of materials, " Authority" will issue only a letter stating that the materials is for the official use of "Authority".

If required, End-User Certificate will be provided by "Authority".

Suppliers will have to quote entirely in Indian Rupees. The payment to bidder will be made only in Indian Rupees. No provision exists for payments of foreign exchange to Suppliers.

14. Bid Opening and Evaluation

The Authority shall open the technical bid in the presence of Suppliers representatives who choose to attend, at the opening time at the location prescribed for submission of bid under Clause-13. Price bids will be opened at a later date after evaluation of technical bids. The opening date for price bids will be informed to the tenderer whose bids would qualify technically.

Technical Bids will be evaluated and compared based on documents furnished as per clause 17 of "Instruction to the Supplier" & "Details to accompany tender bid".

The Authority may call bidder for practical demonstration and Power Point Presentation, if feel required.

Price bids will be evaluated and compared based on lowest prices quoted as per clause 17 of "Instruction to the Supplier" for individual item. No weightage carry over on technical evaluation shall be there at the time of financial evaluation.

15. Clarification of Bids

To assist in the examination, evaluation and comparison of bids the Authority shall at its discretion call the Tenderer for clarification on its bids including presentation. All responses to request for clarification shall be in writing within two days and no change in price or substance of the bid shall be sought offered or permitted. The Authority shall not be responsible for expenses for obtaining clarifications.

16. The Authority shall not bind itself to accept the lowest bid and reserves the right to split the order if necessary and also to accept or reject any or all bids or part there of without assigning any reason whatsoever, prior to award of contract without thereby incurring and liability to the affected

Tenderer or any obligation to inform the affected Tenderer of the ground for the Authority's action.

17. The Authority reserves the right at the time of award of order to increase or decrease the quantity of equipment specified in the price schedule without any change in unit prices or other terms and conditions. The successful Tenderer will be bound to supply the items at the same rate and terms conditions.
18. The Authority will notify the successful Tenderer in writing that the bid has been accepted. The successful Tenderer will be required to enter into a contract with the Authority in the form given in these documents and has to submit security deposit as per Clause 8 of "General Conditions of the Contract", within 10 days of award of work. security deposit shall be kept valid till expiry of warranty period of Equipment.
19. The Authority shall forward a draft contract to the Tenderer along with award of work order. Within 10 days of receipt of such documents the successful Tenderer shall sign the contract on non-judicial stamp paper of Rs. 100/- under the terms and conditions as indicated in the "DRAFT CONTRACT" forwarded by the Authority. The contract shall be submitted in duplicate.
- 19.1 One copy of the Contract furnished to the successful Tenderer as a foresaid shall be kept by the successful Tenderer on each site in good order and the same shall at all reasonable time be available for inspection sand use by the "Authority" or his representative or by other Inspecting officers of the Authority.
- 19.2 None of these documents shall be used by the successful Tenderer for any purpose other than of this contract.

3. DETAILS TO ACCOMPANY TECHNICAL BID
(Tender for Procurement of IRS certified chain & accessories)

- Enclosure I List of any deviation from the enclosed conditions or contract, giving reference to the Article on which the tenderer proposes to deviate.
- Enclosure II Elaborate technical specification giving details of equipment to be submitted. These should be conforming to the general details given in the technical specification enclosed with the tender documents.
- Enclosure III List of any deviations from the enclosed basic technical specification giving reference to the Clause of specification which the tenderer proposes to deviate from and reason for such deviations.
- Enclosure IV Detailed Supplier's specifications and drawing(s) of the equipment, showing the correct sizes of equipment offered.
- Enclosure V Delivery schedule of materials shall be enclosed, indicating tentative dates of supply.
- Enclosure VI Particulars of collaborators / agents, with whom the tenderer, wishes to associate for supply of equipment, along with the details of scope of work.

“Authority” reserves the right to select the materials from the above list at its sole discretion and place order for them.

4. GENERAL CONDITIONS OF CONTRACT
(Tender for Procurement of IRS certified chain & accessories)

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GENERAL CONDITIONS OF CONTRACT
(Tender for Procurement of IRS certified chain & accessories)

1. DEFINITIONS

(i) In this Tender and specification, the words and expressions given below shall have the following meaning:-

(a) Chairman

Means Chairman of Inland Waterways Authority of India.

(b) Supplier

Means the Company, Firm, person or person who's tender has been accepted by the Authority and includes Supplier's successors, representatives, heirs, executors and administrative unless excluded by contract.

(c) Authority

Means Inland Waterways Authority of India, a statutory body set up under Inland Waterways Authority of India Act 1985 in the Ministry of Shipping, Government of India, represented by Chairman.

(d) Drawings

Means the drawing and specified in the specifications. The expression "Work" means all the works specified or set forth and required in and by the said specifications, are drawing and schedule or to be implied there from or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings being in conformity with the said original specifications, drawing and a schedule and also in such additional instructions and drawing not being in conformity as aforesaid as shall from time to time, during the progress of the work hereby contracted for, be supplied by the Supplier.

(e) Government

Means the Government of India.

(f) Inspection Authority of Inspector

Means the Officer of the Authority or any other person from time to time appointed by the Authority to act as an inspecting authority or inspector for the purpose of the contract.

(g) Equipment

Means all the equipments/ items which is manufactured by reputed yard/ firm shall be of accredited IRS certified.

h) Purchaser

Means "INLAND WATERWAYS AUTHORITY OF INDIA" represented by Competent authority and includes his successor assignees.

i) **Representative**

Means the officer appointed by the Chairman on behalf of the Authority to receive the materials, on their behalf upon delivery at the specified destination.

j) **Test**

Shall mean test or tests as are prescribed by the specification to be made by the IRS or their nominee, before the materials are taken over by the purchaser.

k) **Variation**

Variation includes alterations, amendments, omissions addition or suspensions of the work.

ii) **MARGINAL HEADING**

The marginal headings or notes of each of the Clause in these conditions shall not be deemed as a part thereof or to be taken into consideration in the interpretation or construction thereof or of the contract.

iii) **WORDS IMPARTING SINGULAR**

Words imparting the singular only also include the plural and vice versa where the context requires.

2.

(a) **PARTIES**

The parties to the contract are the supplier and the purchaser.

(b) **AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE SUPPLIER**

A person signing the tender or any other document in respect of the contract on behalf of the supplier without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the supplier. If it is discovered at any time that the person so signing had no authority to do so, the Chairman on behalf of Authority may, without prejudice to any other right or remedy of the purchaser, cancel the contract and make or authorize the making of a purchase of the Equipment at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.

(c) ADDRESS OF THE SUPPLIER AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE PURCHASER

For all purposes of the contract including arbitration there under, the address of the supplier mentioned in tender shall be the address to which all communication addressed to the supplier shall be sent, unless the supplier has notified a change by a separate letter containing no other communication and sent by registered post due to Chairman, Inland waterways Authority of India, A-13, Sector-1, NOIDA, Gautam Budh Nagar District (U.P.) 201 301. The supplier shall be solely responsible for the consequence of an omission to notify a change or address in the matter aforesaid.

Any communication or notice on behalf of the purchaser, in relation to the contract may be issued to the supplier by Chairman, and such communication and notices may be served on the supplier either by fax or courier or registered post or under certificate of posting or by ordinary post or by hand delivery at the option of Chairman.

3. AUTHORITY OF THE CHAIRMAN

For all purposes of the contract including arbitration proceeding their under the Chairman on behalf Authority shall be entitled to exercise all the rights and powers of the purchaser.

4. DELEGATION OF POWERS

The Chairman on behalf of Authority may from time to time delegate to any person operations to be named by him such of the powers, authorities and discretion's vested in him by the contract as he may think fit and the supplier shall recognize such person or persons on written notice from the Chairman of his or their appointment and of the powers, authorities and discretion's respectively delegated to him or them as lawfully exercising for the purpose of this contract the powers, authorities and discretion's so delegated provided that the Chairman on behalf of Authority shall not delegate the powers, authorities and discretion's conferred on him by the Clause 21 hereof.

5. RESPONSIBILITY OF THE SUPPLIER FOR EXECUTION OF THE CONTRACT

I) RISK IN THE SUPPLY OF EQUIPMENT

The Supplier shall perform the contract in all respects in accordance with the terms and conditions thereof. The Equipment and every constituent part thereof, whether in the possession or control of the supplier, his agents or employees or in the joint possession of the supplier, his agents or employ and the purchaser, his agent or employees shall remain in every respect of at the risk of the supplier until their actual delivery to the

representative at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the schedule as interim consignee for the purpose of dispatch to the consignee. The supplier shall be responsible for all loss, destruction, damage or deterioration of or to the Equipment from any cause whatever while the Equipment after approval by the inspector are awaiting delivery or are on the course of transit from the supplier to the consignee or, interim consignee as the case may be.

(II) RESPONSIBILITY FOR COMPLETENESS

Irrespective of any inspection and tests made by the inspector, the supplier shall be entirely responsible for the proper execution of the contract notwithstanding any approval, which may have been given by the inspector or the supplier.

Any fitting accessories which may not be specially mentioned in the specification but which are usual or necessary are to be provided by the supplier without extra charge.

(III) SUBLETTING THE CONTRACT

The supplier shall not assign lease or sublet or cede this contract or the benefit hereof or any part thereof or any money payable hereunder or sublet the services to be rendered as aforesaid or any part thereof to any other person or company without the previous permission of the Authority certified in writing under the hands of the Chairman and no assignment, lease, cession or subletting although so permitted shall exonerate the supplier from his liability under this contract and the Authority shall not be bound or required to take notice or give effect to any such assignment, lease cession or subletting unless the same shall have been made with such permission as aforesaid PROVIDED ALWAYS the supplier may procure any necessary materials to be manufactured for the purposes of, this contract by any person, firm or company whose names shall have been submitted to and approved by the Chairman on behalf of the Authority before the said materials are ordered but no such approval shall relieve the Supplier from any responsibility or obligations with reference to any such materials.

(a) CHANGES IN A FIRM

Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Chairman on behalf of Authority which may be granted only upon acceptance of a written undertaking by the new partner to perform the contract of accept all liabilities incurred by the Firm under the contract prior to the date of such undertaking.

On the death or retirement of any partner of the supplier firm before complete performance of the contract the Chairman on behalf of Authority may, at his opinion cancel the contract and in such a case the supplier shall have no claim whatsoever to compensation against the purchaser.

If that the contract is not determined as provided in sub-Clause (ii) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the partnership Act has been sent by him to the Chairman registered post acknowledgement due.

CONSEQUENCE OF BREACH

Should the supplier or a partner in the supplier firm commit breach of either of the conditions(II) or (III) (a) (i) of this sub Clause it shall be lawful for the Chairman to cancel the contract and purchase or authorize the purchase of the Equipment at the risk and cost of the supplier and in that event the provisions of Clause 24 of GENERAL CONDITIONS AND CLAUSE 12 OF SPECIAL CONDITIONS shall as far as applicable. The decision of the Chairman on behalf of Authority as to any matter or thing concerning or arising out of this sub-Clause or any question whether the supplier or any partner of the contract firm has committed a breach of any of the conditions in this sub-Clause contained shall be final and binding on the contract.

(IV) ASSISTANCE TO THE SUPPLIER

The Supplier shall solely be responsible to procure any equipment or obtain any import or other license or permit required for fulfillment of the contract and the grant by the Chairman or any other authority of a quota certificate or permit required under any law for distribution or acquisition of equipment or any other commodity or any other form of equipment, or any other commodity or any other form of assistance in the procurement of the equipment aforesaid, shall not be construed as a representation & the part of the purchase that the equipment covered by such license or permit quota certificate is available or constitute any promise, undertaking or assurance on the part of the purchaser regarding the procurement of the same or effect any variation in the rights and liabilities of the parties under the contract. But, if by reason

of any such assistance as aforesaid, the supplier obtains any equipment at less than their market price or the cost of production of the Equipment is lowered, the price of the Equipment payable under the contract shall be reduced proportionately and the extent of such reduction shall be determined by the Chairman whose decision shall be final and binding on the supplier.

Every agreement made by Chairman on behalf of authority to supply or give assistance in the procurement of equipment, whether from the Govt. Stock or by purchase under permit or release order issued by or by any officer empowered in

That behalf of Govt. shall be deemed to be subject to the condition that it will be performed with due regard to other demands and only if it is found practicable to do so within the stipulated time and the decision of the Chairman on behalf of authority whether it was practicable to supply or give assistance as aforesaid or not shall be final and binding on the supplier.

6. INABILITY TO PERFORM CONTRACT

Should the Supplier's preparation for the commencement of the work, or any portion of it or his subsequent rate of progress may be, from any cause whatever, so slow that in the opinion of the inspector, which shall be conclusive, the supplier will be unable to complete the work or any portion thereof as agreed upon, or should he not have the work ready for delivery in conformity with the contract or should he neglect to comply with any directions given to him by the inspector or in any respect fail to perform the contract, the purchaser shall have power to declare the contract at an end, in which case the supplier shall be liable for any expense, loss or damage which the purchaser may incur or sustain by reason, of or in connection with supplier's default.

7. QUOTATION OF RATES BY SUPPLIER

The price(s) quoted by supplier shall be firm with no provision for any deviation as per in the cost schedule. All the price(s) quoted shall be indicated both in figures and in words. The price(s) quoted shall be Basic cost and other taxes (VAT, ST, CST, Road Permit, Octroi etc.), duties (Excise, Custom etc.), insurance, freight, transportation, packing inspection charges, etc. Form No. 'C' or 'D' & 31/32 will not be issued by the "Authority". Import License and Foreign exchange required, if any, shall be arranged by the Supplier himself.

The price(s) quoted shall not exceed the prices or contravene the norms for fixation of price laid down by Government or where no such prices or norms have been fixed by Government it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with Government.

8. SECURITY DEPOSIT

10. Security Deposit including EMD already submitted will be 10% (Ten percent) of the contract value of the work. The EMD received from successful Tenderer will be converted as Security Deposit on signing of the agreement. Balance Security Deposit (i.e. Total 8% SD deducting EMD submitted with technical bid) will have to submitted before made the agreement.
11. No claim shall lie against the purchase either in respect of interest or any depreciation in value of any security.
12. If the supplier fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Chairman or his duly authorized representative to forfeit either in whole or in part, the security deposit furnished by the supplier. Save as aforesaid, if the supplier duly performs and completes the contract in all respect and presents in absolute **“NO DEMAND CERTIFICATE”** in the prescribed form, the Chairman on behalf of authority shall refund the security deposit to the supplier after deducting all costs and other expenses that the purchaser may have incurred and all dues and other money including all losses and damages which the purchaser is entitled to recover from the supplier.

9. RISK OF LOSS OR DAMAGE TO AUTHORITY OR PURCHASER PROPERTY

- (i) All the property of the Authority of purchaser loaned whether with or without deposit to the supplier in connection with the contract shall remain the property of the authority or the purchaser as the case may be. The supplier shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.
- (ii) All such property shall be deemed to be in good condition when received by the supplier unless he shall have within seven days of the receipt thereof notified the Chairman to the contrary. If the supplier fails to notify and defect in the condition or equality of such properties he shall be deemed to have lost the right to do so at any subsequent stage.
- (iii) The supplier shall return all such property in good condition. The supplier shall be able for loss or damage to such property in the possession of or under the control of the supplier, his employees or agents and responsible for the full value thereof to be assessed by the Chairman on behalf of authority whose decision shall be final and binding on the supplier.
- (iv) Where such property is insured by the supply against loss or fires at the request of the authority or the purchaser such insurance shall be

deemed to be effected by way of additional precaution and shall not prejudice the liability of the supplier as aforesaid.

CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT

The supplier shall pay all charges for handling, stamping printing, painting, marking and for protecting and preserving patent rights and for all such measure which the inspector may require the supplier to take for the proper completion of the contract though no special provision in respect thereof may have been able in the particulars.

TIME AND DATE OF COMPLETION OF WORK

The time and date stipulated in the tender for the completion of the work shall be deemed to be the essence of the contract. In case of delay the supplier shall in addition to other liabilities mentioned in the special conditions of contract be liable for all cost of inspection, which may be incurred after the date on which the work ought to have been completed. But if the delay shall have arisen from any cause such as strikes, locations fire, accident, riot, etc. which the purchaser may admit as reasonable ground for further time, the purchaser will allow such additional time as he may consider to have been required by the circumstances of the case.

PROGRESS REPORT

The supplier shall from time to time tender reports concerning the progress of the contract in each form as may be required by the Chairman on behalf of Authority.

The submission, receipts and acceptance of such reports shall not prejudice the rights of the purchaser under the contract, nor shall operate as an estoppel against the purchaser merely by the reason of the fact that he has not taken notice of or objected to any information contained in such report.

CERTIFICATE AND FEES

All test certificates and other certificates are to be handed over to the Chairman or his representative on completion of supply and delivery of the Equipment by the supplier with the report that the Equipment are ready for installation. The supplier shall pay all the fees in connection with the certificates and all realities or incurred other fees during the Supply of the Equipment.

14. (a) **PAYMENT**

Subject to any deduction and addition authorized by and to the other provision of this contract authority shall apply to supplier for the supply, testing at specified destination the IRS certified chain and accessories and for all other works, matters, things and obligations to be executed, done, supplied and performed by the supplier under this contract including the provision of the spare parts as specified (which said amount is herein called the contract price) by the time and in the manner following viz.:

- (i) **Payment of the contract value will be paid within 15 days of delivery in good condition, without any transit damage. Inspection of materials in their Physical condition and the supplier will furnish the bill duly certified by the "Authority" authorized representative for delivery in good condition. The Officer-in-charge of the Authority or their representatives, having received the items in good condition, would certify the bills within 15 days of supply.**
- (ii) **Security Deposit will be released on expiry of warranty period of 12 months subject to Clause 8 in general conditions of contract or final settlement of all claims of the purchases under the terms of contract whichever occurs later.**

No part payment will be allowed against the contract prices.

The supplier will have to produce a copy of custom clearance certificates (Bill entry for Home Consumption) & copy of delivery challan issued by the manufacturer of equipment for imported equipment only.

SYSTEM OF PAYMENT

Unless otherwise agreed in written between Chairman on behalf of Authority and the supplier payment for the works shall be made by Chairman on behalf of Authority, by crossed cheque/RTGS on a branch of SBI Bank as in Clause 14 (a) upon production of the certificate of the inspector and the Director/Dy Director appointed by Competent authority for the inspection of the Supply of the materials. The supplier must submit the bills and necessary documents allowing 30 days from the date of submission for the payment subject to the condition that the amount to be paid shall in no case exceed the value of the work done.

Suppliers will have to quote entirely in Indian Rupees No provision exists for payments of foreign exchange to Suppliers.

22. WITHOLDING AND LIEN IN RESPECT OF SUM CLAIMED

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the supplier, the purchaser shall be entitled to withhold and

also have a lien to retain such sum or sums in whole or in part from the security, deposited by the supplier and for the purpose aforesaid the purchaser shall be entitled to withhold the said security deposit furnished and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the supplier, the purchaser shall be entitled of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the supplier under the same contract or any other contract with the purchaser or the government or any person contracting through the Chairman pending finalization or adjudication of any such money so withheld or retained under the lien referred to above, by the purchaser will claim arising out of or under the contract is determined by the arbitrator.

23. INDEMNITY

The supplier shall at all time indemnify the purchaser against all claims which may be made in respect of the materials for infringement of any right protected by patent, registration of design or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall at his own expense either settle any such dispute or conduct and litigation's that may arise there from.

The supplier shall not be liable for payment of any royalty, license fee or other expenses in respect of for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of the patent of trade mark for fulfillment of the contract.

24. CORRUPT PRACTICE

The supplier shall not offer or to give to any person in the employment of the purchaser or working under the orders of the Chairman any gift of consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or favour or disfavour to any person in relation to the contract or any other contract with the purchaser.

Any breach of the aforesaid condition by the contract, or any one employed, by him or acting on his behalf (whether with or without the knowledge of the supplier) or the commission of any offence by the supplier or by any one employed by him or acting on his behalf under chapter IX of the Indian Penal Code, 1860 or the preservation of Corporation Act, 1947 or any other Act enacted for the prevention of corruption by public servants shall entitle the Chairman on behalf of authority to cancel the contract and all or any loss arising from such cancellation in accordance with the provisions of special condition and general conditions.

Any dispute or difference in respect of either the interpretation effect or application of the above conditions or of the amount recoverable there under by the purchaser from the supplier, shall be decided by the Chairman on behalf of authority.

INSOLVENCY AND BREACH OF CONTRACT

The Chairman on behalf of authority may at any time, by notice in writing, summarily terminate the contract without compensation to the supplier in any of the following events, that is to say:

- (i) If the supplier being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or other for administration of his estate made against him or shall take any proceeding for composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment of if the firm be dissolved under the partnership act, or
- (ii) If the supplier being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the debenture holders is appointed or circumstances shall have arisen which entitled the court or debenture-holders to appoint a Receiver, Liquidator or Manager, or
- (iii) If the supplier commits any breach of the contract not herein specifically provided for : provided always that such determination shall not prejudice any right of action

or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser. For any extra expenditure is thereby put to and the supplier shall under no circumstances be entitled to any gain on re-purchase.

ARBITRATION

19.1 Except as otherwise provided herein before, all questions, disputes or difference in respect of which the decision has not been final and conclusive arising between the supplier and the authority in relating to or in connection with contract shall be referred for arbitration in the manner provided a under and to the sole arbitrator appointed as follows:

- (i) Either of the parties may give to the other notice in writing of the existence of such question dispute or difference.
- (ii) Within thirty (30) days of receipts of such notice from either party the Director / Dy. Director in charge of work at the time of such dispute shall send to the supplier a panel of three persons and there after the supplier within fifteen (15) days of receipt of such panel communicate to the Director / Dy. Director in charge the name of one of the person from such panel and such a person shall then be appointed a sole arbitrator by the Chairman "Authority". However, the arbitrator so appointed shall not be an officer or the employee of the Inland Waterways Authority of India.
- (iii) Provided that if the supplier fails to communicate the selection of a name out of the panel so forwarded to him the Director / Dy. Director in charge than after the expiry at the aforesaid stipulated period the Chairman "Authority" shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.

19.2 The arbitrator to whom the mater is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chairman shall appoint another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which, it was left by the predecessor.

19.3 The award of the arbitrator shall be final and binding the arbitrator shall decide in what proportion the arbitrator's fees, as well as the cost of Arbitration proceeding shall be borne by either party.

19.4 The arbitrator with the consent of the parties can enlarge the time, from time to time to make and publish his award.

19.5 A notice of the existence in question dispute or difference in connection with the contract unless served by either party within 30 days of the expiry of the defects liability period, failing which all rights

and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.

- 19.6 Where the amount of claim is Rs. 1, 00, 000.00 (Rs. ONE LAKH ONLY) and above the arbitrator shall give reasons for the award for each item of Rs. 75, 000.00 & more.
- 19.7 The work under this contract shall continue during arbitration proceedings and no valid payments due from or payment by the authority shall be withheld on account of such proceedings except to the extent, which may be in dispute.
- 19.8 The arbitration and conciliation act 1996 together with any statutory modifications or re-enactment thereof and the rules made there under for being in force shall apply to the arbitration proceeding under this Clause.

NOTE: In case of contract with another public sector undertaking the Clause 19.1 to 19.8 shall stand deleted and the following arbitration Clause shall apply:

“Except as otherwise provided in case of a contract with a Public Sector Undertaking if at any time any question dispute or difference whatsoever arises between the parties upon or in relation to, or in connection with this agreement, the same shall be settled by arbitration in term of the Ministry of Industry, department of Public/enterprises O.M. No. 3/5/93-PMA dt. 30.06.93 or any modification/amendments thereof.”

The Arbitrator shall have the power to enlarge the term to rate the award with the consent of the parties provided always that the commencement or continuation of the arbitration proceeding shall not result in cessation or suspension of any of other rights and obligations of the parties of any payments due to them hereunder.

The venue of the arbitration proceedings shall be at Noida/New Delhi. If is further clarified that both the parties to this agreement hereby undertake not to have recourse to civil to solve any of their dispute whatsoever, arising out of this agreement except through arbitration.

LAWS GOVERNING THE CONTRACT

- (i) This contract shall be governed by, the laws of India for the time being in force.
- (ii) Irrespective of the place of delivery the place of performance or place or payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- (iii) Jurisdiction of Courts the courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of contract.

21. APPEAL

If the supplier desires to appeal against the decision of the Inspector against the rejection of any work as not being in accordance with the contract, he shall appeal to the Chairman within fourteen days after the Inspector's decision and if an appeal is so preferred, the decision of the Chairman on behalf of Authority shall be final and conclusive.

CHAIRMAN'S CERTIFICATE TO BE FINAL

Wherever in this contract provision is made for any question, arrangement, amount matter or things being settled, decided, certified or determined by the Chairman or by the Inspecting Authority or officer or by the representative or resting upon or being governed or controlled by or submitted to the judgment or opinion of them/him or any or them/their/his assessment, decision, certificate, determination judgment or opinion shall unless otherwise stated therein be final and conclusive for all purposes and shall be binding on the Authority and the supplier notwithstanding anything contained in this contract.

AUTHORITY AND THEIR STAFF NOT TO BE PERSONALLY LIABLE:

Nothing in these presents shall be deemed to or shall impose any personal liability of the Authority or their staff.

STANDARD BREAK CLAUSE

The purchaser shall in addition to this power under other Clause to determine this contract have power to terminate his liability there under at any time by giving one month (or such shorter period as may be mutually agreed) notice in writing to the supplier of the purchaser's desire to do so and upon the expiration of the notice the contract shall be determined without prejudice to the rights of the parties accrued to the date of determination but subject to the operation of the following provisions of this Clause.

In the event of this, notice being given the Purchaser shall be entitled to exercise as soon as may be reasonable practicable within that period the following powers or any of them: -

(a) To direct the Contract to complete in accordance with the contract all or any equipment, parts of such equipment or components in course of manufacture at the expiration of the notice and to deliver the same at such rate of delivery do may be mutually agreed or in detail of agreement at the contract rate. All articles delivered by the supplier in accordance with such directions and accepted shall be paid at a fair and reasonable price assessed in the basis of the contract price when it exists.

(b) To require the supplier on receipt of the notice of termination.

(1) Immediately to take such steps as will ensure that the production rate of the articles specified in the schedule and parts thereof is reduced as rapidly as possible.

- (2) As far as possible consistent with (I) above to concentrate work on the completion of parts already in partly manufactured state: and
 - (3) To terminate on the best possible terms such orders for materials and parts bought out in a partly manufactured or wholly manufactured state as have not been completed, observing in this connection any directions given under this paragraphs (a) and (b) (I) and (II) above as far as this may be possible.
- (iii) In the event on such notice being given provided the supplier has reasonably performed all the provisions of the contract binding upon him down to the date of this notice.
- (a) The purchaser shall take over from the supplier at a fair and reasonable price (assessed on the basis of the contract price of the completed articles), all unused, undamaged and acceptable materials, bought to components and articles in the course of manufacture in possession of the supplier at the expiration of the notice and properly provided by or supplied to the supplier for the performance of this contract except such materials, bought out components are supplied to the supplier through the intervention of the purchaser or on his behalf:-
- (1) The said fair and reasonable price shall be assessed on the basis of the cost price of such materials and
 - (2) If the supplier elects to retain any materials bought-out components and articles as in this Clause provided, he shall settle all claims of supplier in respect of the materials supplied to him as aforesaid including any claims to any extra charge (if the original stipulated terms has been concessional) and shall keep the purchaser indemnified against the same:
- (b) The supplier shall deliver in accordance with the direction of the Purchaser all such unused, undamaged and acceptable materials, in course of the manufacture (except as aforesaid) taken over by or previously belonging to the Purchase and their Purchaser shall pay to the supplier fair and reasonable handling and delivery charges therefore,
- (c) The Purchaser shall indemnify the supplier against the commitments, liabilities or expenditure which in the opinion of the Purchaser are reasonable and properly chargeable by the supplier in connection with the contract to the extent to which the Purchaser is satisfied that such commitments, liabilities or expenditure would otherwise represent and unavoidable loss by the supplier by reason of the termination of the contract. Provided that in the event of the supplier not having observed any direction given to him under the sub Clause (2) hereof the Purchaser shall not be liable under the sub Clause to pay any sums in excess of those for which the Purchaser would have been able had the supplier observed that direction.

If in any particular case exceptional hardship to the supplier should arise from the operation of this Clause it shall be open to the supplier to refer the circumstances to the Chairman acting on behalf of the Purchaser who on being satisfied that such hardship exists shall make such allowance if any as in his opinion is reasonable.

The Purchaser shall not in any case be liable to pay under the provisions of the Clause any such sum which when taken together with any sums paid or due to becoming due to the supplier under this contract shall exceed the total price of the article specified in the schedule payable under this Contract.

The supplier shall in any substantial order or sub-contract planned or made by him in connection with or for the purpose of this contract take power wherever possible by securing the acceptance of the sub-supplier to terminate such order or sub-contract in the event of the termination of this contract by the Purchaser of this Clause and save only that: -

The name of the contract shall be substituted for the purchaser throughout except in sub-Clause (c) where it occurs for the second and third times:

The period of the notice of termination shall be one month or such shorter period as may be mutually agreed upon. Substantial order or sublet contracts of or over Rs. 1, 00, 000 (Rupees One lakh) in value.

5. SPECIAL CONDITIONS OF CONTRACT
(Tender for Procurement of IRS certified chain & accessories)

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SPECIAL CONDITIONS OF THE CONTRACT

1. **PERFORMANCE OF THE WORK**

The work shall be performed at the place or places named in the tender or at such other place or places named in the tender or at such other place or places as may be approved by the Purchaser.

2. **SPECIFICATION**

In particular and without prejudice to the foregoing condition, when tenders are called for in accordance with the particulars, the supplier's tender to supply the materials in accordance with such particulars shall be deemed to be an admission his part that he has acquainted himself with the details thereof and no claim shall lie against the purchaser on the ground that the supplier did not examine or acquaint himself with such particulars.

3. **GUARANTEE FOR THE MATERIALS SUPPLIED / FITTED**

3.1 Supplier will be required to obtain and furnish a guarantee for the materials supplied to the effect from the date of delivery for the period of 1 year or as provided by manufacturer whichever shall be later.

3.2 Supplier shall warrant to the Authority that the equipment and services supplied under the contract will comply strictly with the contract shall be first class in every particular case and shall be free from defects. The supplier further warrants to the Authority that all materials, and supplies furnished by the supplier for the purpose of the equipment will be of the most suitable grade, and for their intended purposes. The supplier shall further warrant that the services to be carried out under this contract will conform with generally accepted professional standards.

3.3 This warranty shall remain valid for minimum twelve (12) calendar months from the final acceptance unless specified otherwise in the special conditions of contract. During the warranty period the supplier has to make all arrangement to rectify the defects and this should be "free of cost at the ultimate destination". No other forms of warranty like labour only, offsite diagnosis on telephone warranties are accepted.

3.4 The Authority shall promptly notify the supplier in writing of claim arising under this warranty.

3.5 On receipt of such notice, the supplier shall promptly repair or replace the defective materials or parts thereof.

3.6 Without prejudice to clause 3.4 and 3.5 the supplier shall promptly correct, at no cost to the Authority any defect in any work of correction performed pursuant to clauses 3.4 and 3.5 above, upon receipt of written notice of defect within 10 days from acceptance of the corrected defect.

3.7 If the supplier, having been notified, fails to remedy the defect(s) in accordance with the contract the Authority may proceed to take such remedial action as may be necessary at the supplier's expense. The supplier's warranty pursuant to this clause is without prejudice to any other rights or remedies, which the Authority may have against the supplier under the contract.

4. **VARIATIONS(i.e. MODIFICATION IN DESIGN AND DIMENSION)**

Should any alternations in or additions to the works as specified in the said specifications not involving extra cost to the supplier be considered necessary or expedient by the supplier or by the Chairman, "Authority" or the inspecting Authority or officer and be mutually agreed on in writing the supplier shall execute the same without any charge beyond the Contract Price. But if the Chairman, "Authority" shall desire any alternation or additions involving extra cost to the supplier the supplier before executing the same shall tender to the Chairman, "Authority" a written offer stating the nature and cost of such alternations or additions and the extension of time if any required for making them and if the Chairman, "Authority" shall accept the said offer and allow such extension of time in writing the supplier shall be bound to execute shall be paid for by the supplier except such as may be embraced in such offer and acceptance. The supplier shall allow the "Authority" the value as shall be mutually agreed writing or any materials and value as shall be mutually agreed in writing or any materials and workmanship dispensed with by any such alterations or additions.

Provided that no such variations shall excepts with the instructions from the inspector as to carry out the work which either than or later will in the opinion of the supplier, involve a claim for additional payment, the supplier shall, as soon as reasonable possible after receipt of instructions aforesaid advise the Inspector to that effect.

5. SUPPLIER TO SUPPLY, MATERIAL, TEST AND DELIVER THE MATERIAL

Subject to and in accordance with the provisions of the contract, the supplier shall and in the best and most workman like manner and with material, thing and workmanship respectively of the best kinds build, material, test and install to the satisfaction of the Chairman, "Authority" deliver to the representatives of "Authority" and in the conditions provided by this contract, the equipment of the description dimensions containing all apparatus, permanent and temporary fittings mentioned and described in or to be informed from the modifications hereto attached and from the specifications furnished by the supplier and accepted by him (Chairman) for the purposes of this contract, both of which hereinafter called the said specifications hereto attached and hereinafter called the said specifications hereto attached and from the plan or plans which have for purposes of identification been signed on behalf of the Chairman and by the supplier and shall supply and deliver as hereinafter mentioned the materials as specified in all respects with this contract, the said specifications and the said plans, supplementary drawings, instructions and explanations as shall from time to time hereinafter be furnished and given by the supplier to and be approved by the Chairman," Authority".

6. REPLACEMENT OF DEFECTIVE WORK, MATERIAL AND FITTINGS

All materials, machinery and workmanship used and employed in carrying out this contract shall be to the entire satisfaction of the Chairman or the inspecting authority or officer. Any portion or portions of the material or any of the works done under this contract which may be considered by the Chairman or the inspecting authority or officers to be defective or unsatisfactory or not in accordance with the said specifications and plans and the requirements of the material and which he shall reject shall be replaced in a manner satisfactory sole expense of the supplier. If the inspector shall find any work to be not in accordance with the contract, he shall be entitled to give the supplier notice thereof and the Supplier shall forthwith make the defective work good or alter the same to make it comply with the requirements of the contract. Should he fail to do so within a reasonable time (as to which the inspector shall be the judge), the purchaser may reject and replace at the cost of the Supplier the whole or any portion of the work as the case may be, which is defective or fails to fulfill the requirement of the contract. The Purchaser shall carry out such replacement within a reasonable time to the same specifications and under competitive conditions. The Supplier's full and extreme liability under this Clause shall be satisfied by the payment to the Purchaser, of the extra cost, if any, of such replacement delivered and / or constructed as provided for in the original contract, such extra cost being the ascertained difference between the price paid by the purchaser, under the provisions above mentioned for such replacement and the contract price for

the work so replaced, and the repayment of any sum paid by the purchaser to the Supplier in respect of such defective work. Should the Purchaser not so replaced the rejected work within reasonable time, the Supplier's full and extra liability under this Clause shall be satisfied by the repaying of all moneys paid by the Purchaser to him in respect of such work.

7. DELIVERY

The completion of delivery will be within 15 days at IWAI, Kolkata from the date of issuance of work order:

SL.NO.	ITEMS	QTY (No)
1	17.5 mm nom dia. Stud link chain, U2 grade 20mts. Long with one end link of 20mm dia. On either end.	4
2	"D" type end shackle for 17.5 mm nom dia chain	20
3	Monkey plate (Four holed) suitable for 17.5 mm nom dia chain	4
4	Swivel piece for 17.5 mm chain with one end link on either side	4

The bidder while submitting contract to the authority will submit brief schedule of delivery.

The materials supplied will bear the manufacturer's serial numbers if applicable.

The authority will accept no transportation delay.

The supplier shall comply with all Department of Shipping Rules, if any and must also satisfy the requirements of the insurance broker, underwriters and surveyors and not do anything.

Spare parts

Should it be necessary for the supplier to send any of the spare parts by a separate means, the supplier shall be responsible for the proper packing, storage and protection whilst on the board and for their subsequent reception and landing at IWAI, Kolkata and deliver to the representative.

Equipment to be at Supplier's risk until the issue of certificate of delivery

The said delivery of the materials at IWAI, Kolkata shall be at the expense and risk of the Supplier who shall (in accordance with Clause 12 of General Conditions) pay and such case the Supplier shall at his own expense forthwith make good such loss subject in the case of total or constructive total loss.

As to acceptance of delivery

The materials shall be delivered to the representative of Chairman who shall the thereupon give to the Supplier or to such other persons who may be appointed by the Supplier to receive the certificates of such delivery and of the date thereof and the granting of such certificates shall along be evidence of the acceptance by the "Authority" of the delivery and of the date thereof.

DELIVERY SCHEDULE

SL#	Items	Period
1	Award of work order	ZERO DATE
2	Submission of security deposit	WITHIN TEN DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER
3	Signing of agreement	WITHIN TEN DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER
4	Testing of equipment	WITHIN FIFTEEN DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER
5	Delivery of materials	WITHIN FIFTEEN DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER
6	Warranty period	ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE/DELIVERY OR AS PROVIDED BY MANUFACTURER WHICHEVER SHALL BE LATER

Location / address of delivery of Materials

Director,
Inland Waterways Authority of India
P-78, Garden Reach Road
Kolkata-
PIN-700043

8. **TRANSPORTATION AND PACKING**

The supplier shall ensure all necessary precautions for safe transportation and delivery of materials. The Authority shall not be held responsible for transshipment losses. The supplier for transportation and packing of the materials shall obtain all necessary clearances as per the prevailing rules. The packing shall be in such a way as to prevent damages or deterioration in transit to the final destination indicated in the bidding documents. The packing should be sufficient to withstand rough handling and atmospheric conditions.

9. **LIQUIDATED DAMAGE FOR DELAY IN THE DELIVERY AND FORCE MAJEURE**

If the supplier fails to deliver the materials within the period fixed for delivery of for tests as per Clause above or at any time repudiates the contract before the expiry of such period the authority may without prejudice to its right, recover

damages for breach of the contract damages equivalent to 0.5 % of the contract price of the delayed equipment per week of delay subject to maximum of 10 % of the contract price.

Where delivery is accepted after expiry of the aforesaid period and in case of repudiation of the contract the security of the supplier shall be liable to be forfeited and shall also be liable for any loss, which the authority may sustain on that account. PROVIDED ALWAYS that if the Chairman shall certify in writing that such delay or any portion thereof has arisen either in connection with the works of the supplier or their authorized sub supplier from a general strike or sectional disputes of workman or employees or combinations of workmen or employers or accidental fire or destruction of the supplier's works from storms or exceptionally bad weather. Act of God or other causes which in the opinion of the Chairman on behalf of Govt. were unavoidable and could not be foreseen or overcome by the supplier then and in such cases the liquidated damages shall not be payable in respect of the period certified to be due such cause and the Chairman on behalf of Govt. shall have power to extend accordingly the time fixed for completion.

6. WARRANTY FORM

M/s (hereinafter referred to as the Tenderer) having carefully studied all the tender documents pertaining to the Contract for “procurement of survey equipment” and the local conditions having undertaken to execute the said works.

DO HEREBY WARRANT THAT:-

The Tenderer is familiar with all the requirements of the Contract.

The Tenderer has investigated the work site & also visited IWAI office and satisfied himself regarding the nature of work, and local conditions that may affect the work or its performance.

The Tenderer shall mobilize the necessary materials, qualified & experienced manpower as per tender conditions.

The Tenderer is satisfied that the work may be performed and completed as required in the Contract.

The Tenderer accepts all risks directly or indirectly connected with the performance of the Contract.

The Tenderer has/had/have no collusion with other Tenderer, with any of the men of the Engineer-in-Charge or with any other person in Authority to execute. The said works according to the terms and conditions of the said Contract.

The Tenderer has not been influenced by any statement of promise of the Authority or E-I-C but only the Contract Documents.

The Tenderer is financially solvent.

The Tenderer is experienced and competent to perform the Contract to the satisfaction of the E-I-C.

The Tenderer is familiar with all General and Special Laws, Acts, Ordinances, Rules and Regulations of the Municipalities, District, State and Central Govt., that may affect the work, its performance or personnel employed therein.

I/We hereby give undertaking that the information, certificates and documents furnished by me/us with my/our offer and subsequently regarding works mentioned are true, correct, valid and complete to the best of my/us knowledge and nothing has been concealed/distorted any material as mentioned above I/We am/are agreeable for termination of Contract between me/us an Inland Waterways Authority of India regarding works mentioned in the tender without any notice, reason or compensation and non-issue of tender documents in future.

For and on behalf of the Tenderer

7. Technical Specifications

<u>Schedule "A"</u>		
1	17.5 mm nom dia. Stud link chain, U2 grade 20mts. Long with one end link of 20mm dia. On either end.	Chain must have IRS certification for proof load as per IRS classification rulrs.
2	"D" type end shackle for 17.5 mm nom dia chain.	IRS certification
3	3Monkey plate (Four holed) suitable for 17.5 mm nom dia chain.	IRS certification
4	Swivel piece for 17.5 mm chain with one end link on either side.	IRS certification

8.TENDER FORM

___ . __. 2011

To

Director
Inland Waterways Authority of India
P-78, Garden Reach Road
Kolkata-700043
India

I/We have read and examined the following documents relating to -----
----- as specified, of Inland Waterways Authority of
India, Noida (IWAI):

Tender notice
Instructions to the Tenderer
Details to Accompany Technical Bid
General Conditions of Contract
Special Terms and Conditions of Contract
Warrenty Form
Technical specifications
Tender Form
Cost schedule
Agreement Form

1. I/We hereby tender for the execution of the works referred to in the aforesaid document upon the terms and conditions contained or referred to therein and in accordance in all respects, with the specifications, designs, and other terms and conditions of the contract and within the period of completion as stipulated in the tender document.
2. I/We agree to keep the tender open for acceptance for one year counted from the last date specified for the submission thereof and not to make any modifications in its terms and conditions, which are not acceptable to “Authority”. We also agree that any terms or condition in the tender at variance with the above stipulation will render the tender liable to rejection summarily.
3. Rs..... (Rupees) only as the case may be is attached herewith as Earnest Money.
4. If, after the tender is accepted, we fail to execute the contract deed within 10 days of the receipt of the order to do so, we agree that “Authority” shall without prejudice to any terms and conditions of the tender, forfeit the earnest money absolutely.

I/We undertake to commence the work within 2 (two) days of the date of issue of the work order of “Authority” and to complete and deliver whole of the work comprised in the contract and detailed plans, specifications and schedule of works within 15 days from the date on which “Authority” issues written order to abide

by and fulfill all the terms and conditions and provisions of the aforesaid documents or in default thereof to forfeit the security at the hands of "Authority" the liquidated damages in terms of the contract.

Until a formal contract is prepared and executed this bid, together with your written acceptance thereof in your notification of award shall constitute a part of the contract between us.

I/We understand that you are not bound to accept the lowest priced or any bid that you may receive.

Signature _____

In the capacity of

Duly authorized to sign the
Tender on behalf of (in block
Capitals). _____

Witness _____

Date _____

Address _____

Postal
Address _____

Telephone No. _____

Telegraphic address _____

E-mail

9.BILL OF QUANTITY
(Procurement of IRS certified chain & accessories)

Schedule 'A'

Sl no.	Description	Qty. (nos.)	Rate/Unit (Rs)	Amount (Rs._
1	17.5 mm nom dia. Stud link chain, U2 grade 20mts. Long with one end link of 20mm dia. On either end.	4		
2	"D" type end shackle for 17.5 mm nom dia chain	20		
3	<u>Monkey plate (Four holed) suitable for 17.5 mm nom dia chain</u>	4		
4	<u>Swivel piece for 17.5 mm chain with one end link on either side</u>	4		
	Total cost (Including all taxes etc.)		<u>RS</u>	

10. AGREEMENT FORM

The contract made the ...day of...2011. between M/s. Inland waterways Authority of India, A-13, Sector, 1, NOIDA-201301 [UP] (herein after "the Authority") of one part and M/S.....

.....Of..... (herein after "the Tenderer") of the other part

WHEREAS the Authority is desirous that as per work order as identified in the bid form and price schedule and has accepted a Bid by the Tenderer for the supply, installation, commencement and training of the..... for the sum of Rs..... (.....) (herein after "THE CONTACT PRICE")

(PRICE SHALL NOT BE FILLED IN HERE)

Now in this contract witnessed as follows: -

1. The contract shall consist of this contract form and the following documents and the exhibits, specification and other documents referred to therein (herein after called the "contract document") all of which by this reference are incorporated herein and made part thereof.

- a] Notification of award
- b] Bid form and price schedules
- c] Tender document containing:
 - Instructions to the supplier
 - General conditions of contract
 - Delivery schedule
 - Special Terms and Condition of Contract
 - Tender Form
- d] Technical Specifications.
- e] Correspondence between Tenderer & Authority from date of submission of tender to signing of agreement.

1. This contract sets forth the entire contract and agreement between the parties pertaining to the supply and delivery of the materials described herein and supersedes all earlier verbal or written agreements pertaining to supply on **IRS certified chain & accessories** as per work order. This contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the contract documents then the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Authority to the Tenderer, the Tenderer hereby covenants with the Authority to supply **IRS certified chain & accessories**, as per work order and to remedy defects / replacement therein in conformity in all respects within the provisions of the contract.

3. Any notice under this contract shall be in the form of letter, telex, fax or cable. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice

to the contrary, notice to the Authority shall be properly addressed to: -

Director

Inland Waterways Authority of India

P-78, Garden Reach Road

Kolkata-700043.

Tel (033) 24395570/77

Fax (033) 24395570/1710

(Tenderer address, telex number and cable address)

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

In WITNESS WHERE OF the parties hereto have caused this contract to be executed in accordance with their respective laws the day and year first above written.

Signature of Authority (seal)

Signature for Tenderer

Signed sealed and delivered by the said

(for the Authority) in the presence of

Signed. Sealed and delivered by the said

..... (for the Tenderer) in the presence of

.....

