

TENDER DOCUMENT

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR DIGITAL ECHOSOUNDERS

TENDER NO.: IWAI/SURVEY/02/AMC/ES/2014

March 2014



भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण

(पोत परिवहन मंत्रालय, भारत सरकार)

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

Gai Ghat Terminal – Cum office , Gulzarbagh, **Patna** – 7

Tel. No.0612- 2630100, 2630012, 2630005, 2630114 - E-mail: iwaipn@rediffmail.com



Comprehensive Annual Maintenance Contract (CAMC) for Digital Echosounders

PART – I

TECHNICAL BID

CONTENTS

(Tender for Comprehensive Annual Maintenance Contract (CAMC) for digital Echosounders)

SI No	DESCRIPTION	PAGE
1	Notice Inviting Tender	4-5
2	Tender Form	6-7
3	Instructions for submission of bids	8-14
4	General Conditions of Contract	15-28
5	Special Conditions of Contract	29-31
6	Terms of Reference for Comprehensive Annual Maintenance Contract (CAMC) for Digital Echosounders	32-34
7	Tender Acceptance Letter	35
8	Warranty Form	36
9	Agreement Form	37-38
10	Security deposit Bank Guarantee Form	39-40
11	Price Bid	41-43
12	Details of Bank Account for Release of Payment through Electronic Fund Transfer System	44

TOTAL 44 (Forty Four) PAGES

NIT FOR PUBLICATION IN NEWSPAPER



INLAND WATERWAYS AUTHORITY OF INDIA,

Gai Ghat , Gulzarbagh, Patna – 7

Tender for Comprehensive Annual Maintenance Contract (CAMC) for digital Echosounders

Sealed Tender is invited from reputed & experienced annual maintenance contract providers for digital echo sounders. The details of NIT: - Tender document cost: Rs. 1,000/-

Date of download of Tenders is 29.03.2014 to 09.04.2014. Pre-bid meeting: 04.04.2014 at 1500 hrs. Last date of submission of tender: 10.04.2014 up to 1500 hrs. Date of opening: 10.04.2014 at 1530 hrs. **Detailed eligibility criteria and tender document along with Instruction to the Bidders can be seen at IWAI's website i.e.**

**www.iwai.nic.in and
<http://eprocure.gov.in/epublish/app>**

DIRECTOR



भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण

INLAND WATERWAYS AUTHORITY OF INDIA

(पोत परिवहन मंत्रालय, भारत सरकार)

(M/O. Shipping, Govt. of India)

Gaighat Terminal – Cum office , Gulzarbagh, Patna – 7

Tel. No.0612- 2630012 ,2630005, 2630114

- E-mail: iwaiptn@rediffmail.com

NOTICE INVITING TENDER

Tender No. IWAI/SURVEY/02/AMC/ES/2014

Sealed Tender in two cover system (cover I- Technical bid and cover II- Financial bid) are invited from reputed & experienced annual maintenance contract providers for digital echo sounders of model Bathy 500 MF, Bathy 500 DF and Bathy 500MF Syquest:-

Schedule	Description	Qty.(nos)	EMD (in Indian Rs.)	Estimated cost (in Indian Rs.)
A	Patna R.O.	14	20,000.00	Rs. 9.80 lakhs

Terms and Conditions:

- Tender document will be available for download w.e.f. 29th March 2014 to 09th April 2014. The completed bids as per terms and conditions mentioned in the tender document should be submitted latest by 1500 hrs on 10th April 2014 and shall be opened on the same day at 1530 hours.**
- Time for Comprehensive Annual Maintenance Contract (CAMC):** One year from the date of issuance of award of work order.
- Interested bidders may download tender document online from the site <http://eprocure.gov.in/epublish/app> and IWAI's website "www.iwai.nic.in" and are advised for paying Rs. 1,000/- (Rupees one thousand only) in the form of non-refundable demand draft in favour of 'IWAI Fund' payable at Patna of any Nationalized/scheduled bank for submitting the bids. There is only single Tender fee for one or more schedules.
- A pre bid meeting is scheduled to be held at 1500 hrs on 04.04.2014 at IWAI, Patna
- The Hard Copy of original instruments in respect of cost of tender document, earnest money, other documents in original as asked in this tender document must be delivered to the office of Hydrographic Chief on or before bid closing or opening date/time as mentioned in critical date sheet. Bidder shall likely be liable for legal action for non-submission of original payment instrument like DD, etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable.**
- The bidders may quote for any or all schedules.
- IWAI reserves the right to accept or reject any or all bids without assigning any reasons and no correspondence shall be entertained in this regard.
- Other terms and conditions are as per tender document.

Director

2. TENDER FORM

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To

The Director
Inland Waterways Authority of India
IWT Terminal,
Gaighat Patna,

I/We have read and examined the following documents relating to **Tender for Comprehensive Annual Maintenance Contract (CAMC) for digital Echosounders** as specified, of Inland Waterways Authority of India, Noida (IWAI):

- i. Notice Inviting Tender
- ii. Tender Form
- iii. Instructions for submission of bids
- iv. General Conditions of Contract
- v. Special Terms and Conditions of Contract
- vi. Warranty Form
- vii. Technical Specifications
- viii. Agreement Form
- ix. Security Deposit Guarantee Form
- x. Price Bid

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 180 days 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.
1. I/We undertake to commence the work within 10 (ten) days of the date of issue of the work order of “Authority” and to undertake repair and maintenance of digital Echosounders comprised in the contract, abide by terms of reference, schedule of works within specified time 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.
2. 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.
3. 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 _____

3. INSTRUCTIONS FOR SUBMISSION OF BIDS

(Tender for Comprehensive Annual Maintenance Contract (CAMC) for digital Echosounders)

1. Inland Waterways Authority of India herein after referred to "THE AUTHORITY" wishes to receive online tenders for "**Tender for Comprehensive Annual Maintenance Contract (CAMC) for digital Echosounders**", which includes repair and maintenance of digital Echosounders in all respect herein after referred as "equipment".
2. **"TENDER DOCUMENT"**: - The required repair and maintenance of equipment, 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. Tender Form
 - iii. Instructions for submission of bids
 - iv. General Conditions of Contract
 - v. Special Conditions of Contract
 - vi. Terms of Reference for Comprehensive Annual Maintenance Contract (CAMC) for Digital Echosounders
 - vii. Tender Acceptance Letter
 - viii. Warranty Form
 - ix. Agreement Form
 - x. Security Deposit Bank Guarantee Form
 - xi. Price Bid
 - xii. Details of Bank Account for Release of Payment through Electronic Fund Transfer System
3. The Bidder 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 online 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 Bidder.
 - 3.1. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Bidder who resort to any form of canvassing shall be summarily rejected.
 - 3.2. Those Bidder(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 Bidder 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 Bidder shall render him ineligible. By the term 'near relative' is meant wife, husband, parents and grandparents, 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.
 - 3.4 **The Bidder has been advised to examine all the tender conditions and satisfy himself about the works prior to quoting.**
4. The **Director, 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 Bidder 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 online submission of tender, the Authority may for any reason, whether by its own initiation or in response to clarification requested by a prospective Bidder, modify the tender document by amendments.

- 5.1 Pre-bid meeting will be held on **04.04.2014 at 1500 hrs.** at IWAI, Patna. Prospective bidders may attend pre-bid meeting and all clarifications required should be submitted in writing during pre-bid meeting only. Clarifications asked before and after the pre-bid meeting will not be entertained. The decision taken during pre-bid meeting will replace / add the corresponding clauses/ specifications already figured in the tender document and also form part of the specifications/ other conditions of this tender document. The amendments shall be part of the tender documents described at Clause-2 above and will be notified in writing.

- 5.2 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. Any annotation or accompanying documentation in the bid shall be in Hindi or English language only and in metric system. Bid filled in any other language will be summarily rejected.

7. **EARNEST MONEY DEPOSIT (EMD)**

The bidder shall furnish as part of its tender,

EMD of Rs. 20, 000/- (Rupees Twenty Two Thousand only) for Schedule 'A',

If the bidder wishes to quote for more than one schedule, then consolidated EMD's for all such schedules should be submitted. If any bidder wishes to quote only for a single schedule, then the bidder should furnish the stipulated EMD for that schedule 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 Patna(Bihar). 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.

- 7.1 The successful Bidder(s) EMD will be converted into Security Deposit (SD) and the successful Bidder has to remit balance amount of SD in the form of Demand Draft (DD) / Bank Guarantee as per clause 9 of "General Conditions of the Contract". However, the validity of BG shall be till expiry of the warranty / Guarantee period.

- 7.2 The EMD may be forfeited if,

- a] Bidder 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 Bidder 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 -26 of “Instructions to the Bidder” on issue of letter of intent, or refuses to provide the Security Deposit in accordance with Clause 9 of “General Conditions of the Contract”.

7.3 The EMD will be returned to the unsuccessful Bidder 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 Bidder in which case the person signing the bid shall initial such correction(s).

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

9. Bank Solvency Certificate for the following amounts are to be submitted:

Schedule ‘A’ – Rs. 3.92 lakhs

If the bidder wishes to quote for more than one schedule, then consolidated Bank Solvency for all such schedules should be submitted. If any bidder wishes to quote only for a schedule, then also the bidder should furnish the stipulated Bank Solvency for that schedule.

The Bank Solvency should be in the name of the bidder and not in the name of the Manufacturer/OEM. The banker address, issuing authority, date of issue, validity, contact phone, e-mail ID of Bank are to be mentioned clearly in the Bank solvency. The Bank Solvency should be for minimum amount as mentioned above and should be issued in the current financial year, preferably after publication of NIT.

10. **Submission of Bid**

Tender/Bid should be submitted in two covers viz. Envelope-1 (containing technical bid) and Envelope-2 (containing price bid) and both of these covers should be placed IWAI, IWT Terminal, GaiGhat, Patna-800007

The first cover/envelope containing Part-1 shall be submitted online & hard copy along with the following documents (documents should be clearly annexed as per following serial number):-

- a) Tender cost (Rs. 1,000/-) (Demand Draft in favour of IWAI fund payable at Patna).
- b) Earnest Money Deposit as per clause 7 above.
- c) Bank Solvency certificate from any nationalized /scheduled bank (as per clause 9 above).
- d) Copy of Letter of Authority for signing and negotiation of bid.
- e) Copy of duly filled “Tender Form”.
- f) Copy of Duly filled “Warranty Form”.
- g) Copy of Duly filled up and signed tender acceptance letter.
- h) Original bid document duly filled in and completed in all respects except prices, signed with rubber seal on each page as a proof of acceptance.
- i) Copy of Signed declaration stating that no alteration has been made in any form in the downloaded tender document.
- j) Copy of Downloaded Minutes of the pre-bid meeting, sealed and signed as a proof of acceptance.
- k) Copy of Declaration that Bidder have not been banned or de-listed by any Govt. or quasi Govt. agency or Public Sector Undertaking.
- l) Copy of Acceptance of payment terms clause 12 of “General Conditions of the Contract”.
- m) Copy of Acceptance of “Terms of Reference for Comprehensive Annual

- Maintenance Contract of Digital Echosounders.
- n) Copy of Acceptance of guarantee clause 8 of “General Conditions of the Contract”.
 - o) Copy of Acceptance to all tender terms & conditions to be confirmed.
 - p) Copy of Bidders Registration Certificate.
 - q) Copy of Document in the respect of PAN, service tax, VAT number.
 - r) Copy of Documentary evidence such as authorized service provider for digital Echosounders of reputed brand for which the bidder intended to quote.
 - s) Copy of Audit report / balance Sheet for the last three financial years (2010-11, 2011-12 & 2012-13). Submitted Audit report / Balance Sheet should be clearly sealed & signed by the Auditor / Directors of the firm.
 - t) Average annual financial turnover during last three years ending 31st March of the previous financial year, should be at least Rs. 3.0 lakhs for Schedule ‘A’. A statement is to be submitted clearly showing annual financial turnover for the years 2010-11, 2011-12 & 2012-13.
 - u) Similar work orders and performance certificates / job completion certificates for each individual item for which the bid is submitted, issued by the client during the past 7 years, for evaluation of financial & technical capabilities of the bidders. Work orders and performance certificates / job completion certificates shall be in the name of bidder only, **clearly indicating the value of work.**

Note: - 1. The work experience of specialized firms / authorized service providers in this field would be considered for evaluation.

2. The firm should be in existence for over 5 years in the trade with the maintenance business.

3. The firm must have expertise in preventive on-site maintenance and repair of marine equipment.

- v) Copy of background of the organization with respect to similar experience and brief description of projects recently undertaken in the relevant field and list of the equipment maintained in various reputed Govt. / PSU's / Private sector organizations.
- w) The Bidder should have office and Service Center in India to provide maintenance support. Scanned copy of addresses of Office and Service Center in India is to be provided.
- x) Copy of list of any deviation from the enclosed conditions or contract, giving reference to the Article on which the Bidder proposes to deviate.
- y) Copy of any other details which Bidder may feel relevant to carry out the present assignment.
- z) Copy of duly filled details of Bank Account for Release of Payment through Electronic Fund Transfer System.

**Note: - The Tenderer shall also submit the hard copies & soft copy of Tender in two sealed covers (apart from online copy) marked “Cover 1st” and “Cover 2nd”. The Cover 1st shall contain the Earnest Money Deposit 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. Both the Cover-1 & Cover-2 are to be placed in a single cover. Duly sealed covers containing the hard copies of technical and financial bids will be put in a separate single cover which should be sealed. The Second cover containing Part-2 shall be submitted along with the following documents:-
Price Bid (BoQ_XXXXX) as per format provided along with this tender.**

It may please be noted that:-

- (a) The price bid part shall not contain any terms and conditions whatsoever. These, if any, must be brought out in Part- I only. Any condition given in the price bid will not be taken into account and it will be sufficient cause for rejection of bid.
- (b) Price bids of only those bidders whose technical and commercial proposals are complete and found acceptable, shall be opened online in the presence of bidders or their authorized representatives who may like to be present, on a suitable date to be intimated to such bidders separately.
- 11 Bidders are advised to submit their offers strictly based upon the detail terms and conditions contained in “INSTRUCTION TO BIDDERS” being a part of this tender document /corrigenda issued from time to time and not to stipulate any deviations. IWAI reserves the right to evaluate bids containing such deviations and accept or reject any part or whole of the same without showing any reason whatsoever.
- 12 IWAI reserves the right to reject any or all bids without assigning any reasons.
- 13 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.
14. Any annotation or accompanying documentation in the bid shall be in Hindi or English language only and in metric system. Bid filled in any other language will be summarily rejected.
15. The firms interested in the work must have a good track record and must not have been black-listed by any Government Organization/ PSUs / Statutory Body / Major Ports in course of last 5 years. Bids of such black listed firms will not be considered by the Authority.
16. Bidder shall sign their proposal with the exact name of the firm. The bid shall be duly signed and sealed by an authorized person of the bidders’ organization as following:
- (a) If the Tender is submitted by an individual, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
- (b) If the Tender is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.
- (c) If the Tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above, their full names and current business address, or by a partner holding the power of attorney for the firm for signing the Tender in which cases a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the Tender.
- (d) If the Tender is submitted by a limited company, or a limited Corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. ‘Satisfactory evidence’ means the certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956.
- (e) Two or more firms interested in work may also submit joint bid. In such case, all the firms have to submit a memorandum of understanding along with the joint bid. In that case, the lead partner will sign all tender documents. The sponsoring firm/lead partner shall submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract document. The full information and satisfactory

evidence pertaining to the participation of each member of the group in the firm in the Tender shall be furnished along with the Tender.

17. Bidders shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The owner may reject outright any bid unsupported by inadequate proof of the signatory's authority.
18. **The bid document shall be complete in all respects and The Tenderer shall also submit the hard copies of Tender in two sealed covers marked "Cover 1st" and "Cover 2nd". They shall be complete and free from ambiguity, change or interlineation together with the requisite information and appendices.**
19. If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be page numbered & signed by the Bidder.

20. Period of Validity of Bid

20.1 **Bid shall remain valid for 180 days from the date of bid closing.**

20.2 Notwithstanding Clause -20.1 above, the Authority may solicit the Bidder's consent for extension of the bid validity. The request and the response shall be made in writing.

21. Financial Bid

Tender Document/Bidders are to download through IWAI Website <http://iwai.nic.in> & <http://eprocure.gov.in/epublish/app> and cannot modify the BOQ. The Bidder shall quote rate for Per item Basic price , VAT / S.TAX / C.ST/ ROAD PERMIT , SERVICE TAX , Freight, Insurance, Transportation, packing, Inspection, Trial Charges etc, if applicable.

Prices quoted by the Bidder shall remain firm and fixed and valid till the validity time. The prices quoted shall be of F.O.R. destination of the consignees.

Form No. 'C' or 'D' & 31/32 will not be issued by the "Authority". Road permit, way bill, WPC license etc. are to be arranged by the Bidder. Import License and Foreign exchange required, if any, shall be arranged by the Bidder himself. With regard to the import of equipment/spare parts, "Authority" will issue only a letter stating that the equipment is for the official use of "Authority". If required, End-User Certificate will be provided by "Authority".

Bidders 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 Bidders.

22. Bid Evaluation

Technical Bids will be evaluated and compared based on documents furnished as per clause 10 above.

Price bids of only those bidders whose technical and commercial proposals are complete and found acceptable, shall be opened online in the presence of bidders or their authorized representatives who may like to be present, on a suitable date to be intimated to such bidders separately.

23. **Clarification of Bids**

To assist in the examination, evaluation and comparison of bids the Authority shall at its discretion call the Bidder 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.

24. 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 thereof without assigning any reason whatsoever, prior to award of contract without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the ground for the Authority's action.
25. The Authority reserves the right at the time of awards 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 Bidder will be bound to carry out the CAMC at the same rate and terms & conditions.
26. The Authority will notify the successful Bidder in writing that the bid has been accepted. The successful Bidder will be required to enter into a contract with the Authority in the form given in these documents and has to submit Security deposit in the form of DD & Bank Guarantee as per Clause 9 of "General Conditions of the Contract", within 10 days of award of work. Bank Guarantee(s) shall be kept valid till expiry of warranty period of Equipment.
27. The Authority shall forward a draft contract to the Bidder along with award of work order. Within 10 days of receipt of such documents the successful Bidder 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.
- 27.1. One copy of the Contract furnished to the successful Bidder as aforesaid shall be kept by the successful Bidder on each site in good order and the same shall at all reasonable time be available for inspection and use by the 'Authority' or his representative or by other Inspecting officers of the Authority.
- 27.2. None of these documents shall be used by the successful Bidder for any purpose other than that of this contract.

4. GENERAL CONDITIONS OF CONTRACT **(Tender for CAMC for digital Echosounders)**

Index

1. Definitions
 - (i) (a) Director; (b) Bidder; (c) Authority, (d) Government, (e) Inspecting Authority or Inspector; (f) Equipment, (g) Purchaser, (h) Representative, (i) Test, (j) Variation
 - (ii) Marginal headings
 - (iii) Words imparting singular
2.
 - (a) Parties
 - (b) Authority of person signing the contract on behalf of the Bidder
 - (c) Address of the Bidder and notices and communication on behalf of the purchaser.
3. Authority of the Chairman
4. Delegation of powers
5. Responsibility of the Bidder for execution of the contract.
 - I) Risk in the repair & delivery of Equipment
 - II) Responsibility for completeness
 - III) Subletting the contract
 - (a) Change in a firm
 - (b) Consequences of breach
 - IV) Assistance to the Bidder
6. Inability to perform the contract
7. Quotation of rates by Bidder
8. Guarantee for the equipment supplied/fitted
9. Security deposit
10. Risk of loss or damage to Authority or purchaser's property
11. Time and date of completion of work
12. Payment
 - (iv) Tax Deduction at Source
 - (b) System of payment
13. Withholding and lien in respect of sums claimed
14. Indemnity
15. Liquidity Damage for delay in the delivery and Force Majeure
16. Insurance.
17. Corrupt Practice
18. Insolvency and breach of contract.
19. Arbitration.
20. Laws governing the contract

21. Director's certificate to be final.
22. Authority & their staff not to be personally liable.
23. Standard Break Clause.

GENERAL CONDITIONS OF CONTRACT

(Tender for CAMC for digital Echosounders)

1. DEFINITIONS

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

a) **Director**

Director of IWAI Patna, Inland Waterways Authority of India.

b) **Bidder**

Means the Company, Firm, person or persons who's tender has been accepted by the Authority and includes Bidder's successors, representatives, heirs, executors and administrators 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) **Government**

Means the Government of India.

e) **Inspection Authority or 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.

f) **Equipment**

Means **39nos. Digital Echosounders (including their transducers)** to be repaired & maintained under Comprehensive Annual Maintenance Contract (CAMC) in accordance with the contract and with modification, if any, as mutually agreed upon.

All the equipments/ spare parts shall be of accredited international brands. Proven Indian products of internationally acclaimed brands will also be considered. However, assembled equipment will not be acceptable.

g) **Purchaser**

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

h) **Representative**

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

i) **Test**

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

Trial and testing of the equipment would be done as per respective tender clauses.

j) **Variation**

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

ii) MARGINAL HEADINGS

The marginal headings or notes of each of the Clauses 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 Bidder and the purchaser.

(b) AUTHORITY OF PERSONS SIGNING THE CONTRACT ON BEHALF OF THE BIDDER

A person signing the tender or any other document in respect of the contract on behalf of the Bidder without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Bidder. 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 BIDDER AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE PURCHASER

(i) For all purposes of the contract including arbitration there under, the address of the Bidder mentioned in tender shall be the address to which all communication addressed to the Bidder shall be sent, unless the Bidder has notified a change by a separate letter containing no other communication and sent by registered post due to the Director, Inland Waterways Authority of India, IWT Terminal, Gai Ghat, Gulzar Bagh, Patna. The Bidder shall be solely responsible for the consequence of an omission to notify a change or address in the matter aforesaid.

(ii) Any communication or notice on behalf of the purchaser, in relation to the contract may be issued to the Bidder by the Director, and such communications and notices may be served on the Bidder 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 the Director.

3. AUTHORITY OF THE DIRECTOR

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

4. DELEGATION OF POWERS

The Director 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 Bidder shall recognize such person or persons on written notice from the Director 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 Director 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 BIDDER FOR EXECUTION OF THE CONTRACT

I) RISK IN THE REPAIR & DELIVERY OF EQUIPMENT

The Bidder 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 Bidder, his agents or employees or in the joint possession of the Bidder, his agents or employ and the purchaser, his agent or employees shall remain in every respect of at the risk of the Bidder until their actual delivery to the representatives 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 Bidder 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 after repair or are in the course of transit from the Bidder 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 Bidder shall be entirely responsible for the proper execution of the contract notwithstanding any approval, which may have been given by the inspector.

(III) SUBLETTING THE CONTRACT

The Bidder 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 Director and no assignment, lease, cession or subletting although so permitted shall exonerate the Bidder 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 Bidder 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 Director on behalf of the Authority before the said materials are ordered but no such approval shall relieve the Bidder from any responsibility or obligations with reference to any such materials.

(a) CHANGES IN A FIRM

- (i) Where the Bidder is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Director 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.
- (ii) On the death or retirement of any partner of the Bidder firm before complete performance of the contract the Director on behalf of Authority may, at his opinion cancel the contract and in such case the Bidder shall have no claim whatsoever to compensation against the purchaser.
- (iii) 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.

(b) CONSEQUENCE OF BREACH

Should the Bidder or a partner in the Bidder 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 Bidder and in that event the provisions of Clauses 15 and 23 of GENERAL CONDITIONS OF CONTRACT shall be 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 Bidder 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 BIDDER

- (a) The Bidder shall solely be responsible to procure any spare part / 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 spare part / 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 spare part / 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.
- (b) Every agreement made by Director on behalf of authority to repair & maintenance or give assistance in the procurement of spare parts/ 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 repair or give assistance as aforesaid or not shall be final and binding on the Bidder.

6. INABILITY TO PERFORM CONTRACT

Should the Bidder'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 Bidder will be unable to complete the work or any portion thereof as agreed upon, or should the bidder not have the work ready for repair & maintenance in conformity with the contract are should the bidder 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 Bidder shall be liable for any expense, loss or damage which the purchaser may incur or sustain by reason, of or in connection with Bidder's default.

7 QUOTATION OF RATES BY BIDDER

The price(s) quoted by Bidder 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, service tax etc.), duties (Excise, Custom etc.), insurance, freight, transportation, packing inspection charges and cost of trials etc. separately at the respective repair & maintenance locations specified in the tender, (as the case may be) India. 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 Bidder 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. GUARANTEE FOR THE EQUIPMENT SUPPLIED / FITTED

8.1. Bidder will be required to obtain and furnish a guarantee for the repaired equipment to the effect that Bidders will be in a position to replace the spare parts of the equipment and the spares will continue to be available from the stock for a period of at least one year from the date of the receipt of the equipment.

8.2. Bidder 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 Bidder further warrants to the Authority that all materials, equipment and supplies furnished by the Bidder for the purpose of the equipment will be of the most suitable grade, and for their intended purposes. The Bidder shall further warrant that the services to be carried out under this contract will conform with generally accepted professional standards.

8.3. This warranty of the replaced parts shall remain valid for minimum six (06) calendar months from the date of handing over of repaired equipment and its final acceptance after testing, unless specified otherwise in the special conditions of contract. During the warranty period the Bidder has to make all arrangement to rectify the defects including cost of spare parts, 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.

8.4. The Authority shall promptly notify the Bidder in writing of claim arising under this warranty.

8.5. On receipt of such notice, the Bidder shall promptly repair or replace the defective equipment or parts thereof.

8.6. Without prejudice to clause 8.4 and 8.5 the Bidder shall promptly correct, at no cost to the Authority any defect in any work of correction performed pursuant to clauses 8.4 and 8.5 above, upon receipt of written notice of defect within 10 days from acceptance of the corrected defect.

8.7 If the Bidder, 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 Bidder's expense. The Bidder's warranty pursuant to this clause is without prejudice to any other rights or remedies, which the Authority may have against the Bidder under the contract.

9 SECURITY DEPOSIT

- (i) The Security Deposit including EMD already submitted will be 5% (five 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 5% SD deducting EMD submitted with technical bid) shall be paid in the form of Demand Draft before signing of Agreement. Bank guarantee will not be accepted as security deposit
- (ii) In addition, the Performance Guarantee shall be submitted in the form of DD from a Nationalized/Reputed International Bank within 10 days of award of work for an amount

equal to 5% (five percent) of the contract value of the work. Performance Guarantee(s) shall be kept valid till expiry of Warranty period.

- (iii) There shall not be any additional payment to the supplier for obtaining bank guarantees.
- (iv) No claim shall lie against the purchase either in respect of interest or any depreciation in value of any security.
- (v) The Bank Guarantee shall be kept valid till expiry of warranty period of Equipment to the representatives of “Authority” in good condition.
- (vi) If the Bidder 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 Bidder. Save as aforesaid, if the Bidder duly performs and completes the contract in all respects and presents in absolute “NO DEMAND CERTIFICATE”, the Director on behalf of authority shall refund the security deposit to the Bidder 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 Bidder.

10 RISK OF LOSS OR DAMAGE TO AUTHORITY OR PURCHASER'S PROPERTY

- (i) All the property of the Authority or purchaser loaned whether with or without deposit to the Bidder in connection with the contract shall remain the property of the authority or the purchaser as the case may be. The Bidder 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 Bidder unless he shall have within seven days of the receipt thereof notified the Director to the contrary. If the Bidder fails to notify any 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 Bidder shall return all such property in good condition. The Bidder shall be able for loss or damage to such property in the possession of or under the control of the Bidder, his employees or agents and responsible for the full value thereof to be assessed by the Director on behalf of authority whose decision shall be final and binding on the Bidder.
- (iv) Where such property is insured by the Bidder 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 Bidder as aforesaid.

11. TIME AND DATE OF COMPLETION OF WORK

The time and the 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 Bidder 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.

12. (a) PAYMENT

Subject to any deduction and addition authorized by and to the other provisions of this contract authority shall apply to Bidder for the repair & maintenance under Comprehensive Annual Maintenance Contract (CAMC) at specified destination of **39nos. Digital Echosounders including all taxes and duties** and for all other works, matters, things and obligations to be executed, done, supplied and performed by the Bidder 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 will be made in 12 (Twelve) equal installment of the contract value every month during the CAMC period of 12 (twelve month). The successful bidder will furnish the bill to respective IWAI regional office within first five days of every month for the previous month. The Officer-in-charge of the Authority or their representatives, having received the bill, would certify the bill in accordance with agreement clauses, within 10 days of receipt of bill.**
- ii) **Security Deposit will be released on expiry of warranty period 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.**

On receipt of certified bills from IWAI R.O., payment will be made by IWAI, Patna. Payment will be made as per respective IWAI R.O. No advance payment in any case would be made.

iii) TAX DEDUCTION AT SOURCE

TDS at the applicable rate as per Income Tax Act/Rules shall be deducted from all the payment/advances made against the contract.

b) SYSTEM OF PAYMENT

Unless otherwise agreed in written between Director on behalf of Authority and the Bidder payment for the works shall be made by Director on behalf of Authority, by either crossed cheque or by RTGS in installments which will be due as per Clause 12 (a) upon production of the certificate of the inspector and the Director / Dy. Director / Officer-In-Charge appointed by Director for the CAMC of the Equipment against the installment due. The Bidder must submit the bills and necessary documents allowing 30 days from the date of submission for the payment of installment subject to the condition that the amount of an installment payment shall in no case exceed the value of the work done.

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

13. WITHHOLDING 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 Bidder, 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 Bidder 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 Bidder, 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 Bidder 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.

14. INDEMNITY

- (i) The Bidder shall at all time indemnify the purchaser against all claims which may be made in respect of the Equipment for infringement of any right protected by patent, registration of designs 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 Bidder of the same and the Bidder shall at his own expense either settle any such dispute or conduct and litigation's that may arise there from.

- (ii) The Bidder 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.

15. LIQUIDATED DAMAGE FOR DELAY IN THE DELIVERY AND FORCE MAJEURE

15.1 If the Bidder fails to deliver the services to the equipment as per agreement within the period fixed for such services as per **TERMS OF REFERENCE FOR CAMC** for Digital Echosounders 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 those equipment (as per list in the BOQ), which have not been repaired in time (as per clause no. 4.7. of "Special Conditions of Contract"), per week or part of week of delay subject to a maximum of 10% of the contract price.**

15.2 Where service is accepted after expiry of the aforesaid period and in case of repudiation of the contract the security of the Bidder 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 Bidder or their authorized sub Bidder from a general strike or sectional disputes of workman or employees or combinations of workmen or employers or accidental fire or destruction of the Bidder'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 Bidder 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.

16. INSURANCE

The Bidder shall of his own cost fully insure and keep insured in the joint names of the authority and the Bidder the Equipment. Insurance cover should be required to cover all essential risk in connection with carrying out the contract. The insurance cover required is for the equipment during transportation, storage, delivery and during testing completely at Bidder's cost.

17. CORRUPT PRACTICE

- (i) The Bidder 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 Bidder) or the commission of any offence by the Bidder 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 entitled the Chairman on behalf of authority to cancel the contract and all or any other contracts with the Bidder and to recover from the Bidder the amount

of any loss arising from such cancellation in accordance with the provisions of special condition and general condition.

- (ii) 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 Bidder, shall be decided by the Chairman on behalf of authority.

18. 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 Bidder in any of the following events, that is to say:

- (i) if the Bidder 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 or if the firm be dissolved under the partnership act, or
- (ii) if the Bidder being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manger 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 Bidder 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 Bidder shall be liable to pay / make good to the purchaser all consequential expenses / losses and the Bidder shall under no circumstances be entitled to any gain on re-purchase by the purchasers from any third party.

19. 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 Bidder and the authority in relating to or in connection with contract shall be referred for arbitration in the manner provided as 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 Bidder a panel of three persons and there after the Bidder 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 Bidder 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 matter 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 Where the amount of claim is Rs. 1, 00, 000.00 (Rs. ONE LAKS ONLY) and above the arbitrator shall give reasons for the award for each item of Rs 75, 000.00 & more.
- 19.6 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.
- 19.7 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 19.7 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. It is further clarified that both the parties to this agreement hereby undertake not to have recourse to civil court to solve any of their dispute whatsoever, arising out of this agreement except through arbitration.

20. 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 of 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) 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. 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 judgement or opinion of them/him or any or them/their/his assessment, decision, certificate, determination judgement or opinion shall unless otherwise stated therein be final and conclusive for all purposes and shall be

binding on the Authority and the Bidder notwithstanding anything contained in this contract.

22. 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.

23. STANDARD BREAK CLAUSE

- (i) The purchaser shall in addition to this power under other Clauses 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 Bidder 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.
- (ii) In the event of this, notice being given the Purchaser shall be entitled to exercise as soon as may be reasonably 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder at the expiration of the notice and properly provided by or supplied to the Bidder for the performance of this contract except such materials, bought out components are supplied to the Bidder 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 Bidder elects to retain any materials bought-out components and articles as in this Clause provided, he shall settle all claims of Bidder 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 Bidder 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 Purchaser and their Purchaser shall pay to the Bidder fair and reasonable handling and delivery charges therefore,

- (c) The Purchaser shall indemnify the Bidder against the commitments, liabilities or expenditure which in the opinion of the Purchaser are reasonable and properly chargeable by the Bidder 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 Bidder by reason of the termination of the contract. Provided that in the event of the Bidder 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 Bidder observed that direction.
- (iv) If in any particular case exceptional hardship to the Bidder should arise from the operation of this Clause it shall be open to the Bidder 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.
- (v) The Purchaser shall not in any case be liable to pay under the provisions of this Clause any such sum which when taken together with any sums paid or due to becoming due to the Bidder under this contract shall exceed the total price of the article specified in the schedule payable under this Contract.
- (vi) The Bidder 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-Bidder 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: -
 - (a) 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;
 - (b) 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 CAMC for digital Echosounders)

INDEX

1. Performance of the work
2. Specification
3. Spare parts
4. Work Schedule
5. Status of Digital Echosounders
6. Addresses of IWAI Offices
7. Trial / Testing / Acceptance Schedule of repaired Digital Echosounder
8. Transportation and Packing

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 Bidder's tender to repair & maintained the Equipment 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 Bidder did not examine or acquaint himself with such particulars.

1. SPARE PARTS

The manufacturer recommended spare parts as required to be supplied under the contract shall be supplied at respective location at the expense of the Bidder and deliver to the representative.

Should it be necessary for the Bidder to send any of the spare parts by a separate means, the Bidder shall be responsible for the cost of delivery and also for the proper packing, storage and protection whilst on the board and for their subsequent reception and landing at the respective location and deliver to the representative.

4. WORK SCHEDULE

SL#	Items	Period
1	Award of work order	ZERO DATE
2	Submission of Security Deposit in the form of DD (5% of Contract Value-EMD)	WITHIN TEN DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER. As per clause 9 (i) of general Conditions of Contract
3	Submission of Performance Guarantee in the form of Bank Guarantee / DD (5% of Contract Value)	WITHIN TEN DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER. As per clause 9 (ii) of general Conditions of Contract
4	Signing of agreement	WITHIN TEN DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER.
5	Period of CAMC	One year from the date of signing of agreement.
6	Reporting time of Contractor Service Engineer at site	WITHIN 72 HOURS OF REPORTING OF FAULT
7	Repairing and handing over of repaired equipment	WITHIN TWENTY DAYS FROM THE DATE OF EQUIPMENT RECEIVED BY CONTRACTOR SERVICE ENGINEER
8	Testing of equipment	WITHIN FIVE DAYS FROM THE DATE OF DELIVERY OF REPAIRED EQUIPMENT.
9	Warranty period of repaired / replaced part	SIX MONTHS FROM THE DATE OF SUCCESSFUL TESTING OF EQUIPMENT

STATUS OF DIGITAL ECHOSOUNDER

SI #	Model	Date of procurement	SL#	Presently in Office	Present working condition
SCHEDULE 'A'					
1	Bathy 500MF	16.04.2001	B5MF0142	Allahabad	
2	Bathy 500DF	28.03.2003	B5DF0023	Varanasi	
3	Bathy 500DF	28.03.2003	B5DF0024	Bhagalpur	
4	Bathy 500DF	28.03.2003	B5DF0025	Patna	
5	Bathy 500DF	28.03.2003	B5DF0026	Patna	
6	Bathy 500DF	02.08.2004	B5DF0037	Allahabad	
7	Bathy 500DF	02.08.2004	B5DF0038	Varanasi	
8	Bathy 500DF	06.08.2004	B5DF0039	Patna	
9	Bathy 500MF	28.02.2006	B5MF0283	Patna	
10	Bathy 500MF	28.02.2006	B5MF0286	Patna	
11	Bathy 500MF Syquest	31.03.2008	B5MF0341	Bhagalpur	
12	Bathy 500MF Syquest	31.03.2008	B5MF0342	Patna	
13	Bathy 500MF Syquest	31.03.2008	B5MF0343	Varanasi	
14	Bathy 500MF Syquest	31.03.2008	B5MF0344	Patna	

6. **TRIAL / TESTING / ACCEPTANCE SCHEDULE OF REPAIRED DIGITAL ECHOSOUNDER:** 1 hour continuous operation after installation & interfacing with supported sensors on board survey launches in different speeds. Actual field survey is to be carried out in different Depths, with different speeds. Bar Check & Calibration are to be clearly checked. Logging of Echo Sounder & GPS data in Survey Software.

7. **TRANSPORTATION AND PACKING**

The Bidder shall ensure all necessary precautions for safe transportation, Insurance coverage and delivery of equipment. The Authority shall not be held responsible for transshipment losses. The Bidder for transportation and packing of the equipment 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.

6. TERMS OF REFERENCE FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR DIGITAL ECHOSOUNDERS

1. The Comprehensive Annual Maintenance Contract (CAMC) includes the cost of repairing / replacement of the defective parts as well as maintenance support, labour charges (of any type), cost of all special tools, test equipment, transportation of equipment & personnel, lodging, packaging, insurance etc.; but does not include the cost of Consumable items like Thermal Paper, Printer Head, Cables, Fuses etc.
2. Contractor may quote separately for above consumables, which may be procured by IWAI R.O. directly, on need basis.
3. The transducer of the Digital Echosounders is also part of the Equipment and cost of the Transducer is 20% of the Equipment. In case of already damaged Transducer, the 20% CAMC cost of that particular equipment will be deducted.
4. The present working / non-working condition of all the equipment listed in clause 5 of Special Condition of the Contract will be provided along with pre-bid minutes. The repairing cost for already defective equipment before commencement of CAMC period will be paid extra by IWAI R.O., as per mutually agreed terms.
5. The Contract includes Repairing / Replacement of defective parts, Preventive Maintenance, Corrective and Remedial Maintenance Service of Hardware to set right malfunction of the Equipment.
6. Whether the defective item or components are to be replaced or repaired shall be the sole discretion of the Contractor. In case of replacements of part (s), the defective / removed part from the equipment will become the property of the Contractor.
7. In case the repair work or services is delayed, the Authority has full right to get the repair work done from outside agency and the cost incurred will be deducted from the Contractor's running bills.
8. The Contractor will prepare separate Log-books for each of the equipment to be taken under the CAMC and is to be signed by representatives of Authority & Contractor, on every visit. Copy of the log-book should be attached along with the bill.
9. Similar type of equipment may be added during the CAMC period.
10. In case of equipment are added or become unserviceable, CAMC charges would change accordingly.
11. In the event of the Contractor's Engineer declaring an equipment unserviceable, the final decision shall be that of the IWAI. However, the Contractor will continue to be liable to repair such equipment till the end of the CAMC. The equipment will be treated as Unserviceable, when the Contractor will submit a certificate from the OEM of the equipment that they no longer support this type of equipment and spare parts are no longer available. The remaining proportionate amount shall be adjusted to the future payments against CAMC from the date of rendering the equipment 'Unserviceable'.
12. The contract shall continue to be applicable under the same terms and conditions in the event of any of the equipment being transferred temporarily / permanently to any other IWAI R.O. with prior intimation to the Contractor. The difference in CAMC charges for new location, if any, will be paid as per the rates of CAMC at that IWAI R.O. of same Contractor or other Contractor finalized through this tender. The difference will be paid, if cost of CAMC at new location is higher, otherwise, charges of CAMC will remain same as that of old location.
13. The contract is initially for a period of one year from the date of agreement and shall be renewed at expiry, for a further period of one year each time and so on, depending upon the performance of the Contractor. The Contractor shall quote separately for extended years (Five years).

(A) The procedures to be followed for the CAMC / Repairs

1. The Contractor shall devise a set of diagnostics test to be carried out at the IWAI R.O., prior to reporting on the defective system.
2. As and when the fault occurs on the system, the IWAI R.O. shall inform the same to the Contractor by letter, Fax or E-mail. Any notice under this contract shall be in the form of letter, fax or e-mail. 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.
3. From fault report, if it is concluded by the Contractor that the system cannot be made operational upon support over phone, e-mail, Contractor will employ the duly trained competent Engineer at site within 72 hours of reporting of fault for repair and the time should be strictly adhered to.
4. If the Contractor Engineer finds that the fault cannot be repaired at site, Contractor Engineer may take the equipment with him for Contractor's service centre, and will return the same after repair within 20 (twenty) days from the day the equipment was taken.
5. Contractor will bear all the cost of transportation, packaging, insurance etc. from IWAI site to his service centre and vice versa. Contractor will carry out the successful testing at IWAI R.O. after repair / servicing.
6. All the 39nos. digital Echosounders will be serviced / preventive maintenance by the Contractor on quarterly basis. Preventive maintenance includes cleaning, thorough checking, parameter adjustment, calibration and replacement of damaged / defective parts to up keep the equipment.
7. The quarterly maintenance of the equipment can be combined with the visit of the Contractors Engineer required to be made for repair of the equipment provided that duration between the preceding and the succeeding quarterly visit is not less than 2 months and not more than 4 months.

(B) Obligations of the Contractor

The Contractor shall

1. Employ the expertise of the well-qualified engineers duly trained on the equipment.
2. Contractor Engineer reporting for repair & carrying the equipment to Contractor's service centre should have the valid Identification Card issued by the Contractor and will give receipt for carrying the equipment to the Contractors service centre.
3. Ensure that the scope of the servicing of the equipment includes necessary checks, trouble shooting of the equipment as required, identification and rectification of equipment fault. Preventive maintenance also includes cleaning of the equipment (inside & outside) as per Equipment Manual.
4. Bear the cost of all spares, labour and expertise charges incurred for repairs and maintenance. This shall include the cost of special tools, and equipment, etc., which may be necessary for servicing and defect rectification.
5. Maintain stock of generally used spares for repairs and servicing of the equipment.
6. Repair and replace parts that become defective, and test in the service centre / IWAI site, the complete equipment post repairs for functionality, so as to ensure trouble free operation of the equipment.
7. Undertake repair as per the specification of the Original Equipment Manufacturer and utilize only the standard spares and repair practices.
8. Not be liable in any manner whatsoever to the IWAI in the event of Contractor being prevented or delayed in performance of any of its obligations under the agreement due to conditions constituting force majeure such as natural calamity, strike by airlines / railway, civil disturbance, National holidays etc.
9. Not be responsible under this CAMC for repairs of equipment rendered unserviceable due to fire, accidents, explosion, tampering, riots accidents and other exceptional circumstances.
10. Contractor shall be responsible for the damages / loss which may occur during repairing by Contractor's service Engineers, transportation etc and in the event of loss of the equipment,

Contractor will be liable to pay the present value of the equipment (book value – depreciation).

11. Not be liable in any manner whatsoever to indemnify the IWAI for any loss, injury that is not attributed to the operation of the equipment.
12. Shall equip the Service Centre from time to time with the latest test facility, PCB testers and OEM recommended test equipment.
13. CAMC also include field visit (IWAI offices / vessels)) for repair and maintenance (quarterly service).
14. Should the Authority decide to induct additional similar model of equipment into the service or decide to exclude any equipment from the service falling under the same category under existing rate of CAMC, then the Authority will have the discretion to direct the Contractor to include or exclude that equipment also within the ambit of the Contractor starting from the date of induction of the equipment till expiry of the CAMC and the Contractor is bound to carry out the same on pro rata rates of the CAMC.
15. The Contractor will prepare separate Log-books for each of the equipment to be taken under the CAMC and is to be signed by representatives of Authority & Contractor, on every visit. Copy of the log-book should be attached along with the bill.
16. The Contractor shall provide training to the IWAI personnel, free of cost, if necessary.

(C) Obligations of the IWAI

1. Ensure that installation area, electrical outlets, power supplies and electrical connections in the boat / office are suitable in accordance with operational requirement of the equipment.
2. Defective equipment will be made available at office for checking Contractor's service Engineer. Repaired equipment will also be received at IWAI office. However, testing of repaired equipment will be carried out at nearest available vessel / boat.
3. Quarterly servicing / preventive maintenance of the equipment will be done by the Contractor service engineer at the present location (office / vessel) of the equipment. However, IWAI will provide the vessel at approachable (by rail / road) location.
4. Contractor will provide the schedule for servicing of the equipment to respective IWAI, R.O., 15 days in advance and IWAI R.O. will confirm the same within 7 days of receipt of schedule, as per availability of vessel, Surveyors etc. IWAI R.O. will also provide the details of present locations of equipment.
5. Provide all necessary assistance such as security clearance if any and power at site to the Contractor in maintenance during the visit.
6. Road permit / waybill Form will be filled-up and signed by the IWAI R.O. for transportation of the equipment. However, charges, if any, and follow-up action is to be taken by the Contractor. IWAI R.O. will also issue End-User Certificate for transportation of defective equipment.
7. Pay additionally for any repairs to equipment failures caused due to unapproved power supply, any alteration / attachment to the configuration supplied, accidents, tampering and / or other outside causes.
8. Inform the Contractor about the National holidays and other holidays (in which days access to the premises is restricted, like office will be closed due to strike, Sunday, second Saturday etc.), or the handing over / taking over officials would not be available.
9. Pay the CAMC charges as per the Payment Schedule clauses.

Date:
Seal

Signature of bidder
Name of agency

7. TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name	of	Tender	/	Work:	-

Dear Sir,

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

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated by us, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

8. WARRANTY FORM

M/s..... (hereinafter referred to as the Bidder) having carefully studied all the tender documents pertaining to the Contract for “**Comprehensive Annual Maintenance Contract (CAMC) for digital Echosounders**” and the local conditions having undertaken to execute the said works.

DO HEREBY WARRANT THAT:-

1. The Bidder is familiar with all the requirements of the Contract.
2. The Bidder 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.
3. The Bidder shall mobilize the necessary equipment, qualified & experienced manpower as per tender conditions.
4. The Bidder is satisfied that the work may be performed and completed as required in the Contract.
5. The Bidder accepts all risks directly or indirectly connected with the performance of the Contract.
6. The Bidder has/had/have no collusion with other Bidder, 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.
7. The Bidder has not been influenced by any statement or promise of the Authority or E-I-C but only the Contract Documents.
8. The Bidder is financially solvent.
9. The Bidder is experienced and competent to perform the Contract to the satisfaction of the E-I-C.
10. The Bidder 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.
11. 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.

Date

For and on behalf of the Bidder

9. AGREEMENT FORM

The contract made the ...day of...20.... 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 Bidder") of the other part WHEREAS the Authority is desirous that work of **Comprehensive Annual Maintenance Contract (CAMC) for digital Echosounders** as per work order as identified in the bid form and price schedule and has accepted a Bid by the Bidder for the **Comprehensive Annual Maintenance Contract (CAMC) for digital Echosounders** 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 for submission of bids
 - General conditions of contract
 - Special conditions of contract
- d) Terms for Reference for Comprehensive Annual Maintenance Contract (CAMC) for Digital Echosounders.
- e) Correspondence between Bidder & 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 CAMC of the equipment described herein and supersedes all earlier verbal or written agreements pertaining to **Comprehensive Annual Maintenance Contract (CAMC) for digital Echosounders** 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 Bidder, the Bidder hereby covenants with the Authority for **Comprehensive Annual Maintenance Contract (CAMC) for digital Echosounders** as per work order and to remedy defects / replacement therein in conformity in all respects within the provisions of the contract.

3. The Authority hereby covenants to pay the Bidder in consideration of the provision and delivery of the equipment and the remedying of defects/ replacement therein the contract price of such other sum as may become payable under the provisions of the contract, at the times and in the manner prescribed in the contract.

4. 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, Patna

Inland Waterways Authority of India

IWT Terminal, Gaighat, Patna-800007.

Tele.: 0612-2630012, 2630005, 2630114 Fax : 0612-263100;

E-mail: iwaipn@rediffmail.com, ptn.survey@gmail.com

(Bidder 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 Bidder

Signed sealed and delivered by the said (for the Authority) in the presence of Signed. Sealed and delivered by the said (for the Bidder) in the presence of

10. SECURITY DEPOSIT

BANK GUARANTEE

In consideration of the Chairman, **INLAND WATERWAYS AUTHORITY OF INDIA**, Ministry of Shipping, A-13, Sector-1, NOIDA-201301, U.P. hereinafter referred to as the "Authority" having agreed to exempt, hereinafter called "the Contractors" from the demand, under the terms and conditions of an agreement No. entered between "Authority" and "the Contractors" for the work "**Comprehensive Annual Maintenance Contract (CAMC) for nos. digital Echosounders**" hereinafter called the said "Agreement" of Security Deposit for the due fulfillment by the said contractor of the terms and conditions in the said agreement, on production of the Bank Guarantee of (Rupees only) for the due observance and performance of the terms and conditions of the said agreement, we _____ bank, a banking company within the meaning of Banking Regulation Act, 1949 and having its registered office at _____ at the request of the contractor hereby irrevocably and unconditionally guarantee to the Authority to pay an amount of (Rupees only) on demand against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Agreement.

1. We the bank do hereby undertake to pay (Rupees only) the amounts due and payable under this Guarantee without any protest or demur, merely on a demand from the Authority stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding (Rupees only).
2. We, the bank hereby, in pursuance of the terms of the said Agreement absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of (Rupees only) to the Authority to secure due and faithful performance by the Contractor of all his/their obligations under the said Agreement.
3. We, the Bank undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Contractors in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment hereunder and the Contractor shall have no claim against us for making such payments.
4. We, the bank, do hereby agree that the decision of the Authority as to whether the Contractor has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said Agreement and as to the amount payable to the Authority by the Bank hereunder shall be final and binding on the Bank.
5. WE, THE BANK, DO HEREBY DECLARE AND AGREE that:
 - a) The Guarantee herein contained shall remain in full force and effect for a period of fourteen months from the date hereof and that it shall continue to be enforceable till all the dues of the Authority and by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Authority satisfies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharged this Guarantee.

- b) The Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance of any obligations by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Contractor and to forbear or to enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any variation or extension being granted to the said Contractor or forbearance act or omission on the part of the Authority or any indulgence by the Authority to the said Contractor or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
 - c) Any claim which we have against the Contractor shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the Authority exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.
 - d) This Guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the Contractor.
 - e) This Guarantee will not be discharged due to the change in the constitution of the bank or the Contractor.
 - f) We the Bank undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
6. This Guarantee shall be valid up to unless extended on demand by the Authority. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated the ____ day of _____ 20....



COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT (CAMC) FOR DIGITAL
ECHOSOUNDERS

PART – II

11.PRICE BID

BILL OF QUANTITIES

The below mentioned Commercial bid format is provided as BoQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.

Note: The Bidder shall enter a firm price against each item and fill up the table. The tender is “One Tender, Separate Prices”. Prices should be in rupees (in figures). Total Amount is automatically calculated and written in words.

- 1. The price(s) quoted shall be Basic cost and other taxes & duties (VAT, ST, CST, Road Permit, Service Tax, Octroi etc.), insurance, freight, transportation, packing, inspection charges and cost of trials etc. separately at the CAMC at respective IWAI Offices / Launches, (as the case may be) India.**
2. Rate quoted should be inclusive of cost of all accessories as details given in this tender document or recommended by the Manufacturer.
3. No Form C/D, Road permit, way bill, any tax exemption certificate or 31/32 will be provided by the Authority.
- 4. Import License, WPC clearance and Foreign exchange required, if any, shall be arranged by the Bidder himself.**
5. The Authority reserves the right at the time of award of order to increase the quantity of equipment specified in the price schedule without any change in unit prices or

SCHEDULE A : CAMC FOR DIGITAL ECHOSOUNDER AT PATNA R.O.**SCHEDULED : CAMC FOR DIGITAL ECHOSOUNDER AT PATNA
SECTOR****Tender Inviting Authority: Inland Waterways Authority of India**

Tender Inviting Authority: Inland Waterways Authority of India

Name of Work: Comprehensive Annual Maintenance Contract (CAMC) for Digital Echosounders (Schedule A)

Contract No. IWAI/SURVEY/02/AMC/ES/2014**Bidder Name:****PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Item Description	Item Code / Make	Qty	Units	Basic CAMC Price (in. Rs.)	VAT / S.TAX / C.ST/ ROAD PERMIT	SERVICE TAX	Freight, Insurance, Transportation, lodging, packing, Inspection, Trial Charges	Total Price In Rs. For Per item (5+6+7+8)	Total Amount In Rs. (9x4)
	1	2	3	4	5	6	7	8	9	10
1	Bathy 500MF Serial No. B5MF0142	Allahabad	1	1 No						
2	Bathy 500MF Serial No. B5DF0023	Varanasi	1	1 No						
3	Bathy 500DF Serial No. B5DF0024	Bhagalpur	1	1 No						
4	Bathy 500DF Serial No. B5DF0025	Patna	1	1 No						
5	Bathy 500DF Serial No. B5DF0026	Patna	1	1 No						
6	Bathy 500DF Serial No. B5DF0037	Allahabad	1	1 No						
7	Bathy 500DF Serial No. B5DF0038	Varanasi	1	1 No						
8	Bathy 500DF Serial No. B5DF0039	Patna	1	1 No						
9	Bathy 500MF Serial No. B5MF0283	Patna	1	1 No						
10	Bathy 500MF Serial No. B5MF0286	Patna	1	1 No						
11	Bathy 500MF Syquest Serial No. B5MF0341	Bhagalpur	1	1 No						
12	Bathy 500MF Syquest Serial No. B5MF0342	Patna	1	1 No						
13	Bathy 500MF Syquest Serial No. B5MF0343	Varanasi	1	1 No						
14	Bathy 500MF Syquest Serial No. B5MF0344	Patna	1	1 No						

Seal & Signature of the Contractor

12. DETAILS OF BANK ACCOUNT FOR RELEASE OF PAYMENT THROUGH ELECTRONIC FUND TRANSFER SYSTEM.

(TO BE FURNISHED BY THE BIDDER ON ITS LETTER HEAD)

NAME OF THE PROJECT: Comprehensive Annual Maintenance Contract (CAMC) for digital Echosounders

THE BANK ACCOUNT DETAILS ARE FURNISHED AS BELOW.

We _____ (Name of the Bidder) hereby request you to give our payments by crediting our bank account directly by E-payment mode as per account details give below. We hereby undertake to intimate IWAI in case of any change in particulars given below and will not hold IWAI responsible for any delay I default due to any technical reasons beyond IWAI's control:-

Bank Account Number : _____

RTGS/NEFT/IFSC Code : _____

NAME OF THE BANK : _____

ADDRESS OF THE BRANCH OF THE BANK : _____

BRANCH CODE : _____

ACCOUNT TYPE (SAVING/CURRENT/OTHERS): _____

A BLANK CHEQUE (CANCELLED) IS ENCLOSED HEREWITH.

I/WE hereby declare that the particulars given above are correct and complete if the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information. I/We would not hold IWAI responsible.

Signature of Authorized Signatory

Date:

BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a bank account No _____ with our branch and the bank particulars mentioned above are correct.

Date

Authorized Signatory

Authorization No. _____

Name: _____

Official Seal/Stamp