

# TENDER DOCUMENT

## PROCUREMENT OF NIGHT VISION BINOCULARS / PASSIVE NIGHT VISION DEVICES

TENDER NO.: IWAI/HY/2(9)NVB/2013

September 2013



**आजपा, वलरुनरु, त्येकळरु/रुदु.क**

(रु इरुगु रकु;] आरु रुदु)

**INLAND WATERWAYS AUTHORITY OF INDIA**

(Ministry of Shipping, Govt. of India)

Head Office: A-13, Sector -1, NOIDA, Distt. Gautam Budh Nagar - 201 301 (U.P.)

Tele.: 0120-4218865, 2527667, 2522969 Fax : 2522969, 2544041;

Website: [www.iwai.nic.in](http://www.iwai.nic.in)

E-mail:- [hc.iwai@nic.in](mailto:hc.iwai@nic.in)



**Procurement of Night Vision**  
**BINOCULARS / Passive Night Vision**  
**Devices**

**PART – I**

**TECHNICAL BID**

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**(Tender for Procurement of Night Vision Binoculars / Passive Night Vision Devices)**

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**TOTAL 50 (Fifty) PAGES**

## NIT FOR PUBLICATION IN NEWSPAPER



### INLAND WATERWAYS AUTHORITY OF INDIA,

A-13, Sector-1, NOIDA-201 301

#### **Tender for Procurement of Night Vision Binoculars / Passive Night Vision Devices**

Sealed bids are invited from authorized Suppliers, distributors, agents and manufacturers for supply and commissioning of **Night Vision Binoculars / Passive Night Vision Devices**. The details of NIT: - Tender document cost: Rs. 500/- Date of download of Tenders is 17.09.2013 to 17.10.2013. Pre-bid meeting: 26.09.2013 at 1100 hrs. Last date of submission of tender: 17.10.2013 up to 1500 hrs. Date of opening: 17.10.2013 at 1600 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](http://www.iwai.nic.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in) .**

HYDROGRAPHIC CHIEF



## 2. TENDER FORM

\_\_ . \_\_ . 20\_\_

To

The Hydrographic Chief  
Inland Waterways Authority of India  
A-13, Sector 1  
NOIDA 201 301  
U P, India

I/We have read and examined the following documents relating to Procurement of Night Vision Binoculars / Passive Night Vision Devices 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 complete and deliver whole of the work comprised in the contract and detailed plans, specifications and 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 Procurement of Night Vision Binoculars / Passive Night Vision Devices)**

1. Inland Waterways Authority of India herein after referred to "THE AUTHORITY" wishes to receive tenders for "Procurement of Night Vision Binoculars / Passive Night Vision Devices", which includes supply and commissioning of Night Vision Binoculars / Passive Night Vision Devices in all respect herein after referred as "equipment".
2. **"TENDER DOCUMENT"**: - The required equipment and field delivery, tender procedure and contract terms are prescribed in the tender documents. In addition to the invitation for tender, the tender documents include the following: -
  - i. Notice Inviting Tender
  - ii. 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
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 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.
4. The **Chairman, 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 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 **26.09.2013 at 1100 hrs.** at IWAI, Noida. Prospective bidder 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 document 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. 18, 000/- (Rupees Eighteen thousand only) for Schedule 'A'.**

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 NOIDA / NEW DELHI. 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 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 8 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 -15 of "Instructions to the Bidder" on issue of letter of intent, or refuses to provide the Security Deposit in accordance with Clause 25 of "General Conditions of the Contract".

7.3 The EMD will be returned to the unsuccessful 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 for the following amounts:

Schedule ‘A’ – Rs. 3.6 lakhs

**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**

Sealed Tender/Bid should be submitted in two covers viz. Envelope-1 (containing technical bid) and Envelope-2 (containing price bid).

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

- a) Tender cost (Rs. 500/-) (Demand Draft in favour of IWAI fund payable at Noida).
- b) Earnest Money Deposit (Rs. 18,000/-) (Demand Draft in favour of IWAI fund payable at Noida).
- c) Bank Solvency certificate from any nationalized /scheduled bank (as per clause 9 above).
- d) Letter of Authority for signing and negotiation of bid.
- e) Duly filled “Tender Form”.
- f) Duly filled “Warranty Form”.
- g) Duly filled up and signed tender acceptance letter.
- h) Original tender document duly filled in and completed in all respects except prices, signed with rubber seal on each page as a proof of acceptance.
- i) A 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) A declaration that Bidder have not been banned or de-listed by any Govt. or quasi Govt. agency or Public Sector Undertaking.
- l) Acceptance of payment terms clause 14 of “General Conditions of the Contract”.
- m) Acceptance of quantity & delivery clause 10 of “Special Conditions of the Contract”.
- n) Acceptance of guarantee clause 5 of “Special Conditions of the Contract”.
- o) Acceptance to all tender terms & conditions to be confirmed.
- p) Bidders Registration Certificate.
- q) Document in the respect of PAN, service tax, VAT number.
- r) Documentary evidence such as manufacturer valid registration certificate for manufacturing equipment / Authorization certificate as Dealer / Bidder of reputed brand of the equipment for which the bidder intended to quote.
- s) Audit report / Balance Sheet for the last three financial years (2009-10, 2010-11 & 2011-12). 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 31<sup>st</sup> March of the previous financial year, should be at least Rs. 2.7 lakhs. A statement is to be submitted clearly showing annual financial turnover for the years 2009-10, 2010-11 & 2011-12.

- u) Detailed technical drawing / literature / brochure of quoted equipment etc.
- v) Comparative statement - Bidder has to clearly mention the name of manufacturer (OEM), Model no. of quoted item, quoted item specifications vis-à-vis specification of item mentioned in this tender document
- w) List of any deviations from the enclosed basic technical specification giving reference to the Clause of specification which the Bidder proposes to deviate from and reason for such deviations.
- x) Copies of similar Supply 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. Supply 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 dealers in this field would be considered for evaluation. The experience of OEM would only be considered, if he is bidder for this tender.**

**2. Similar works means supply, commissioning & commissioning of Night Vision Binoculars / Passive Night Vision Devices.**

- y) 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 commissioned in various reputed Govt. / PSU's / Private sector organizations.
- z) The Bidder should have office and Service Center in India to provide after sales support. Addresses of Office and Service Center in India is to be provided.
- aa) List of any deviation from the enclosed conditions or contract, giving reference to the Article on which the Bidder proposes to deviate.
- bb) Any other details which Bidder may feel relevant to carry out the present assignment.
- cc) Duly filled details of Bank Account for Release of Payment through Electronic Fund Transfer System at Appendix I-(A).

**Note: - The Tenderer shall also submit the hard copies & soft copy of Tender in two sealed covers marked "Cover 1<sup>st</sup>" and "Cover 2<sup>nd</sup>". The Cover 1<sup>st</sup> shall contain the Earnest Money Deposit and technical bids. The Cover 2<sup>nd</sup> 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 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 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 of firm 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 completed in all respects and shall be submitted with the requisite information and appendices. They shall be complete and free from ambiguity, change or inter-lineation.**
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**

The Bidder shall quote rate for Per item Basic price, VAT / S.TAX / C.ST/ ROAD PERMIT, SERVICE TAX, OCTROI, Freight, Insurance, Transportation, packing, Inspection, Trial Charges, Commissioning charges, Training charges 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.

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

**Road permit / waybill Form will be filled-up and signed by the IWAI R.O. However, charges, if any, and follow-up action is to be taken by the successful bidder. Import License and Foreign exchange required, if any, shall be arranged by the Bidder himself. With regard to the import of equipment, "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 and clause 22.1 below.

22.1 The Authority may call bidder for practical demonstration and Power Point Presentation.

**Bidder has to arrange for practical demonstration of Night Vision Binoculars /**

**Passive Night Vision Devices at IWAI, Kolkata, within 30 days time after receiving request from IWAI. After successful testing / trial of this Night Vision Binoculars / Passive Night Vision Devices as per field requirement of IWAI for IWT type of job and confirmation of technical specifications by IWAI officials, the bidder will be treated as technically qualified for opening of their price bid.**

Price bids of only those bidders whose technical and commercial proposals are complete and found acceptable, shall be opened 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 supply the items 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 Bank Guarantee as per Clause 8 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 Procurement of Night Vision Binoculars / Passive Night Vision Devices)**

**Index**

1. Definitions
  - (i) (a) Chairman; (b) Bidder; (c) Authority, (d) Drawings, (e) Government, (f) Inspecting Authority or Inspector; (g) Equipment, (h) Purchaser, (i) Representative, (j) Test, (k) Variation
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# **GENERAL CONDITIONS OF CONTRACT**

(Tender for Procurement of Night Vision Binoculars / Passive Night Vision Devices)

## **1. DEFINITIONS**

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

a) **Chairman**

Means Chairman of Inland Waterways Authority of India.

b) **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) **Drawings**

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

e) **Government**

Means the Government of India.

f) **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.

g) **Equipment**

Means **16nos. Night Vision Binoculars / Passive Night Vision Devices** to be delivered and commissioned in accordance with the contract and with modification, if any, as mutually agreed upon.

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

h) **Purchaser**

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

- i) **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.
- j) **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 commissioning of the equipment would be done only at the place of delivery.
- k) **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 Chairman, Inland Waterways Authority of India, A-13, Sector-1, NOIDA, Gautam Budh Nagar District (U.P.) 201 301. 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 Chairman or his representatives, 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 Chairman.

**3. AUTHORITY OF THE CHAIRMAN**

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

**4. DELEGATION OF POWERS**

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

**5. RESPONSIBILITY OF THE BIDDER FOR EXECUTION OF THE CONTRACT**

**I) RISK IN THE SUPPLY 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 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.

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

**(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 Chairman 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 Chairman 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 Chairman on behalf of Authority which may be granted only upon acceptance of a written undertaking by the new partner to perform the contract of accept all liabilities incurred by the Firm under the contract prior to the date of such undertaking.
- (ii) On the death or retirement of any partner of the Bidder firm before complete performance of the contract the Chairman 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 Clause 24 of **GENERAL CONDITIONS AND CLAUSE 12 OF SPECIAL CONDITIONS** 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 equipment or obtain any import or other license or permit required for fulfillment of the contract and the grant by the Chairman or any other authority of a quota certificate or permit required under any law for distribution or acquisition of equipment or any other commodity or any other form of equipment, or any other commodity or any other form of assistance in the procurement of the equipment aforesaid, shall not be construed as a representation & the part of the purchase that the equipment covered by such license or permit quota certificate is available or constitute any promise, undertaking or assurance on the part of the purchaser regarding the procurement of the same or effect any variation in the rights and liabilities of the parties under the contract. But, if by reason of any such assistance as aforesaid, the Bidder obtains any equipment at less than their market price or the cost of production of the Equipment is lowered, the price of the Equipment payable under the contract shall be reduced proportionately and the extent of such reduction shall be determined by the Chairman whose decision shall be final and binding on the Bidder.
- (b) Every agreement made by Chairman on behalf of authority to supply or give assistance in the procurement of equipment, whether from the Govt. Stock or by purchase under permit or release order issued by or by any officer empowered in that behalf of Govt. shall be deemed to be subject to the condition that it will be performed with due regard to other demands and only if it is found practicable to do so within the stipulated time and the decision of the Chairman on behalf of authority whether it was practicable to supply or give assistance as aforesaid or not shall be final and binding on the 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 delivery 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, training charges, commissioning charges and cost of trials etc. separately at the delivery & commissioning at respective deliver locations specified in the tender, (as the case may be) India.**

**Road permit / waybill Form will be filled-up and signed by the IWAI R.O. However, charges, if any, and follow-up action is to be taken by the successful bidder. Import License and Foreign exchange required, if any, shall be arranged by the Bidder himself. With regard to the import of equipment, "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".**

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

## **8 SECURITY DEPOSIT**

- (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/BG 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 Contract.
- (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" in the prescribed form, the Chairman 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.

## **9 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 Chairman 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 Chairman 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.

## **10. CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT**

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

## **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. PROGRESS REPORT**

- (1) The Bidder shall from time to time tender reports concerning the progress of the contract in each form as may be required by the Chairman on behalf of Authority.
- (2) The submission, receipts and acceptance of such reports shall not prejudice the rights of the purchaser under the contract, nor shall operate as an estoppels against the purchaser merely by the reason of the fact that he has not taken notice of or objected to any information contained in such report.

## **13. CERTIFICATE AND FEES**

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

**14. (a) PAYMENT**

Subject to any deduction and addition authorized by and to the other provisions of this contract authority shall apply to Bidder for the supply, commissioning and training at specified destination the **16nos. Night Vision Binoculars / Passive Night Vision Devices 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) 80% (Eighty percent) of the contract value will be paid within 15 days of delivery in good condition, without any transit damage. Inspection of Equipment in their Physical Condition only and no trials. For the equipment supplied at various locations, the Bidder will furnish the bill duly certified by the “Authority” authorized representative for delivery in good condition. The Officer-in-charge of the Authority or their representatives, having received the items in good condition, would certify the bills within 15 days of supply.**

*As per Clause 8 in general condition of contract, Security Deposit (5%), the balance Security Deposit (i.e. Total 5 % SD after adjusting EMD submitted with technical bid) shall be paid in the form of Demand Draft before signing of Agreement.*

**ii) 20% (Twenty percent) of the contract value will be paid after satisfactory commissioning and successful completion of 2 days training to “Authority” personnel, complete in all respect at respective locations. The respective officer in charge of the authority or their representative would certify for commissioning & training within 30 days of completion of training & commissioning.**

**iii) Performance Guarantee and Security Deposit will be released on expiry of warranty period of 12 months subject to Clause 8 in general conditions of contract or final settlement of all claims of the purchases under the terms of contract whichever occurs later.**

No part payment will be allowed against the contract prices, other than 80% first stage payment as mentioned in clause 14 (a) (i). Part payment is permitted for first stage 80% payment only and it would be location-wise for the particular item.

The Bidder will have to produce a copy of custom clearance certificates (Bill entry for Home Consumption) & copy of delivery challan.

**iv) 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 Chairman on behalf of Authority and the Bidder payment for the works shall be made by Chairman on behalf of Authority, by either crossed cheque or by RTGS in commissionments which will be due as per Clause 14 (a) upon production of the certificate of the inspector and the Director / Dy. Director appointed by Chairman for the inspection of the Supply of the Equipment against the commissionment due. The Bidder must submit the bills and necessary documents allowing 30 days from the date of submission for the payment of commissionment subject to the condition that the amount of a commissionment 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.

**15. 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.

**16. 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.

**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 entitle 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 Manager on behalf of the debenture holders is appointed or circumstances shall have arisen which entitle 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 Procurement of Night Vision Binoculars / Passive Night Vision Devices)**

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# **SPECIAL CONDITIONS OF THE CONTRACT**

## **1. PERFORMANCE OF THE WORK**

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

## **2. SPECIFICATION**

In particular and without prejudice to the foregoing condition, when tenders are called for in accordance with the particulars, the Bidder's tender to supply 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.

## **3. TRAINING**

- a) **Night Vision Binoculars / Passive Night Vision Devices** is to be supplied and its workability is to be shown.
- b) Training on functions of the equipment to be given to "Authority" employees / surveyors through qualified hardware specialist for a period of 2 (two) days. The training is aimed for making "Authority" surveyors / staff familiar and capable for operating the equipment independently after the training and also for rectification of trouble shooting with the equipment if any during operation. Training would be given by Equipment expert who should be able to clarify all queries raised by "Authority" at the time of training itself.
- c) Bidder should be able to troubleshoot the problem within 72 hours of reporting by "Authority" in the form of after sales support during warranty period. The defects reported for any equipment/items supplied are to be attended on site within 72 hours of reporting. Noncompliance of this condition will result in extension of the guarantee period and/or deductions of repair cost from the security deposit.
- d) All expenditure towards hardware experts, transportation, accommodation lodging etc. for commissioning of equipment and training shall be deemed to be included in the rate offered. No additional payment in this regard shall be considered.
- e) The number of trainees undertaking the training shall be at the discretion of the Authority.
- f) Successful bidder has to submit the training program for approval of "Authority" so as to ensure the availability of Survey launches, Surveyor etc.

## **4. COMMISSIONING**

Bidder will commission the Equipment within 30 days after delivery of the equipment or as directed.

## **5. GUARANTEE FOR THE EQUIPMENT SUPPLIED / FITTED**

5.1. Bidder will be required to obtain and furnish a guarantee for the equipment supplied to the effect that General spares Bidders will be in a position to supply the spare parts of the equipment and the spares will continue to be available from the stock for a period of at least seven years from the date of the receipt of the equipment.

5.2. 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.

**5.3. This warranty shall remain valid for minimum twelve (12) calendar months from the final acceptance unless specified otherwise in the special conditions of contract.** During the warranty period the 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.

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

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

5.6. Without prejudice to clause 5.4 and 5.5 the Bidder shall promptly correct, at no cost to the Authority any defect in any work of correction performed pursuant to clauses 5.4 and 5.5 above, upon receipt of written notice of defect within 10 days from acceptance of the corrected defect.

5.7 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.

5.8 Rates and terms and condition for **annual maintenance contract (AMC)** after expiry of warranty period may be specified clearly along with the tender document. AMC charges & terms may be submitted in the separate sealed cover.

## **6. VARIATIONS (i.e., MODIFICATION IN DESIGN AND DIMENSION)**

Should any alternations in or additions to the works as specified in the said specifications not involving extra cost to the Bidder be considered necessary or expedient by the Bidder or by the Chairman, “Authority” or the inspecting Authority or officer and be mutually agreed on in writing the Bidder shall execute the same without any charge beyond the Contract Price. But if the Chairman, “Authority” shall desire any alternation or additions involving extra cost to the Bidder the Bidder before executing the same shall tender to the Chairman, “Authority” a written offer stating the nature and cost of such alternations or additions and the extension of time if any required for making them and if the Chairman, “Authority” shall accept the said offer and allow such extension of time in writing the Bidder shall be bound to execute the work. No extra work shall be executed by the Bidder or if executed shall be paid for by the Bidder except such as may be embraced in such offer and acceptance. The Bidder shall allow the “Authority” the value as shall be mutually agreed writing or any materials and value as shall be mutually agreed in writing or any materials and workmanship dispensed with by any such alterations or additions.

Provided that no such variations shall except with the instructions from the inspector as to carry out the work which either than or later will in the opinion of the Bidder, involve a

claim for additional payment, the Bidder shall, as soon as reasonably possible after receipt of instructions aforesaid advise the Inspector to that effect.

## **7. BIDDER TO SUPPLY, EQUIP, TEST AND DELIVER THE EQUIPMENT**

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

The equipment supplied will bear the manufacture's serial numbers. The software manuals should be supplied in original. Subscription of technical journals of the software issued by the principal if any be made without any additional cost.

## **8. MATERIALS**

8.1 The contractor shall at his own expenses provide / arrange all materials required for the confide use on work under the contract.

8.2 All materials parts to be provided by the contractor shall be in conformity with the specifications laid down in the contract and the contractor shall furnish from time to time proof and samples, at his cost, of the materials parts as may be specified by the Engineer-in-Charge shall also have powers to have such tests, in addition to those specified in the contract, as may be required and the contractor shall provide all facilities to carry out the same. The cost of materials parts consumed in such tests and also expenses incurred thereon shall be borne by the contractor in all cases and also where such tests which are in addition to those provided in the contract disclose that the materials are in conformity with the provisions of the contract.

8.3 The Engineer-in-Charge or his representative shall be entitled at any time to inspect and examine any materials parts intended to be used in or the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or any place where these are lying or from where these are being obtained. For this, purpose, the contractor shall afford such facilities as may be required for such inspection and examination.

**8.4: LAWS GOVERNING THE CONTRACT** The Courts at Patna only shall have the jurisdiction for filing the award of the arbitration and for any other judicial proceedings.

**8.5: WATCHING AND LIGHTING** The Contractor shall provide and maintain at his expense all lights, guards, fencing and watching when and where necessary or as required by the Engineer-in- Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.



**8.6: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS** Subject to any provisions to the contrary contained in the contract, none of the works shall be carried out during national holidays without the permission in writing of the Engineer-in-Charge. However, when work is unavoidable or necessary for safety of life, property or works, contractor shall take necessary action immediately and advise the Engineer-in-Charge accordingly.

8.6.1 The Engineer-in-Charge at its discretion may, however, direct the contractor that the work may be carried out on holidays, Sundays and/ or extra shifts to ensure completion of works under the contract as scheduled.

**8.7: LABOUR**

8.7.1 (a) The contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any person who has not completed eighteen years of age the minimum age specified in Indian Labour Law.

(b) If any foreigner is employed by the contractor to work within the site the later shall ensure that such foreigner possesses the necessary special permit issued by the civil Authorities in writing and also comply with the instructions issued therefore from time to time. In the event of any lapse in this regard on the part of such foreigner the contractor shall be personally held responsible for the lapse & Authority shall not be liable in any event.

(c) The Contract is liable for cancellation if either the contractor himself or any of his employee is found to be a person who has held class-I post under the Authority immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Authority or of the Chairman as the case may be and employment as contractor for, or in connection with the execution of the public works, or as an employee of such contractor. If the contract is terminated on account of the failure of the contractor to comply with the above clause, The Authority shall be entitled to recover from him such damages as may be determined by the Engineer-in-Charge with due regard to the inconvenience caused to the Authority on account of such termination without prejudice to the Authority's right to proceed against such officer.

8.7.2 The contractor shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by trades of the works of people employed on the works. The contractor shall also submit on the 4th and 19th of every month for the period of second half of the preceding month and first half of the current month respectively to the Engineer-in-Charge, a true statement in respect of the following.

i) Any accidents if occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and.

ii) The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made thereunder and the amount paid to them.

8.7.3 The Contractor shall pay to labourer employed by him either directly or through sub-contractors wages not less than wages as defined in Minimum Wages Act and amendments made from time to time.

8.7.4 The Contractor shall in respect of labour employed by him either directly or though sub-contractor comply with or cause to be complied with the contract labour (Regulation and Abolition) Act 1970 and Rules framed thereunder in regard to all matters provided therein.

8.7.5 The Contractor shall comply with the provision of all the Acts Laws, any Regulation or Bye Laws of any Local or other Statutory Authority applicable in relation to the execution of works such as : i) Payment of wages Act.1936 (Amended) ii) Minimum wages Act. 1948 (Amended). iii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended. iv) Workmen Compensation Act. 1923 as amended by Amendment Act No. 65 of 1976. v) Employer's Liability Act 1938 (Amended) vi) Maternity Benefit Act. 1961 (Amended) vii) The Industrial Employment (Standing orders) Act 1946 (Amended). viii) The Industrial Disputes Act. 1947 (Amended) ix) Payment of bonus Act.1965 and Amended Act No. 43 of 1977 and No. 48 of 1978 and any amended thereof: x) The Personal Injuries (Compensation Insurance) Act 1963 and any modifications thereof and rules made there under from time to time. The Contractor shall take into account all the above and financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

8.7.6 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "the Employees State insurance Act 1948" as amended from time to time. The contractor agrees to indemnify and hold the owner harmless from any liability or penalty which may be imposed by any central or state Authority and also of any claims, suits or proceedings that may be brought against the Authority arising under, growing out of or by reasons of work proved by this contract whether brought by employees of the Contractor, by third parties or by Central or State Authority or any political sub division thereof. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable the Engineer-in-Charge shall recover from the running bills of the contribution an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance. 8.7.7 The Engineer-in-Charge shall on a report having been made by an inspecting officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the contractor any sum required on estimated to be required for making good the loss suffered by worker(s) by reason of non-fulfilment of the conditions of the Contract for the benefit of Workers, non-payment of wages or of deduction made from him for wages which are not justified by the terms of the contract or non- observance of the said Act and Rules framed there under with amendments made from time to time.

8.7.8 The Contractor shall indemnify the Authority against any payments to be made under and for observance of the Regulation Laws, Rules as stipulated in Clause-8.7.5 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the contractor's failure to comply with the provisions of all the Act/Laws stipulated in Clause-8.7.5 or in the event of decree or award or order against the contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of the Act/Law/Rules mentioned in Sub-Clause 8.7.5 above , the Engineer-in-Charge without prejudice to any other right or remedy under the contract shall be empowered to deduct such sum or sums from the Bill of the contractor or from his security deposit or from other payment due under this contract or any other contract to satisfy within a reasonable time the provisions of the various Act/Laws/Rules/Codes as mentioned under Sub-Clause 8.7.5 above, on the part of the contractor under the contract on behalf of and at the expenses of the contractor and make payment and /or provide amenities/facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.

8.7.9 In the event or the Contractor committing a default or breach of any of the provisions of the aforesaid Contract's Labour (Regulation and Abolition) Act and Rules as amended

from time to time or furnishing any information or submitting or filling any form/Register/Slip under the provisions of these Regulations which is materially incorrect then on the report of the Inspecting officer as defined in the relevant Acts and Rules as referred in Clause 8.7.5 above, the Contractor shall without prejudice to any other liability pay to the Authority a sum not exceeding Rs.50/- (Rs. fifty only) as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge. The decision of the Engineer-in-Charge in this respect shall be final & binding.

8.7.10 The Contractor shall at his own expenses Comply with or cause to be complied with the Provisions/ Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation and Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Authority in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.

8.7.11 The Contractor shall at his own expense arrange for the safety or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the contractor of his responsibility or otherwise thereof.

8.7.12 Failure to comply with "Provisions/Rules made for Welfare and Health of Contract Labour" Safety Manual, or the provisions relating to report on accidents and grant of maternity benefits to female workers and the relevant Act/Rules referred in clause 8.7.5 above shall make the contractor liable to pay to the Authority as liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the inspecting Officers as defined in the relevant Acts and Rules as referred in clause 8.7.5 above shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the contractor. In the event of any injury, disability or death of any workmen in or about the work employed by the contractor either directly or through his sub-contractor, contractor shall at all time indemnify and save harmless the Authority against all claims, damages and compensation under the Workmen Compensation Act, 1923 as amended from time to time or in other Law for the time being in force and Rules there-under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-Charge from any sum then due or that may become due to the contractor or from his security deposit or sale thereof in full or part under the contract or any other contract with the Authority towards fulfilment of the said decree, award or orders.

8.7.13 Provided always that the contractor shall have no right to claim payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation.

**8.7.14 ALCOHOLIC LIQUOR OR DRUGS.** The contractor shall not otherwise than in accordance with the statutes ordinance and Government Regulations or orders for the time being in force import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs to permit or suffer any such import, sale, gift, barter or disposal by his sub-contractor, agent or employees.

**8.7.15 ARMS AND AMMUNITION** The contractor shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit to suffer the same as aforesaid.

**8.7.16 REMOVAL OF CONTRACTOR'S MEN** The Contractor shall employ for the execution of the works only such persons as are skilled and experienced in their respective trades and Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor for the execution of the works who, in the opinion of the Engineer-in-Charge, misconduct himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forthwith comply with such requisition and such person shall not be again employed upon the works without written permission of the Engineer-in-Charge. Any person so removed from the work shall be immediately replaced at the expense of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the work, he shall do so and shall bear all costs in connection herewith.

**8.8: MATERIALS OBTAINED FROM EXCAVATION AND TREASURE TROVE, FOSSILS, ETC.** 8.8.1 Materials of any kind obtained from excavation on the site shall remain the property of the Authority and shall be disposed off as directed by the Engineer-in-Charge.

8.8.2 However if any of the materials thus obtained from excavation on the site is such as can be used in the execution of the work under the contract, the contractor will be allowed to use the same free of cost (except that any amount of royalty paid for in this regard by the Authority shall be recoverable from the contractor) for the aforesaid purpose provided the same is found suitable and is approved by the Engineer-in-Charge.

8.8.3 Fossils, coins, articles of value, structures and other remains or things of geological or Archeological interest discovered on the site shall be the absolute property of the Authority. The contractor shall take reasonable precautions to prevent his labour or any other person from removing or damaging any such article or thing and shall acquaint the Engineer-in-Charge with such discovery and carryout the Engineer-in-Charge's directions as to the disposal of the same at the expense of the Authority.

## **8.9 REPLACEMENT OF DEFECTIVE WORK, MATERIAL AND FITTINGS**

All materials, machinery and workmanship used and employed in carrying out this contract shall be to the entire satisfaction of the Chairman or the inspecting authority or officer. Any portion or portions of the equipment or any of the works done under this contract which may be considered by the Chairman or the inspecting authority or officers to be defective or unsatisfactory or not in accordance with the said specifications and plans and the requirements of the equipment and which he shall reject shall be replaced in a manner satisfactory sole expense of the Bidder. If the inspector shall find any work to be not in accordance with the contract, he shall be entitled to give the Bidder notice thereof and the Bidder shall forthwith make the defective work good or alter the same to make it comply with the requirements of the contract. Should he fail to do so within a reasonable time (as to which the inspector shall be the judge), the purchaser may reject and replace at the cost of the Bidder the whole or any portion of the work as the case may

be, which is defective or fails to fulfill the requirement of the contract. The Purchaser shall carry out such replacement within a reasonable time to the same specifications and under competitive conditions. The Bidder's full and extreme liability under this Clause shall be satisfied by the payment to the Purchaser, of the extra cost, if any, of such replacement delivered and / or constructed as provided for in the original contract, such extra cost being the ascertained difference between the price paid by the purchaser, under the provisions above mentioned for such replacement and the contract price for the work so replaced, and the repayment of any sum paid by the purchaser to the Bidder in respect of such defective work. Should the Purchaser not so replaced the rejected work within reasonable time, the Bidder's full and extra liability under this Clause shall be satisfied by the repaying of all moneys paid by the Purchaser to him in respect of such work.

## **9. COMMISSIONING TRIALS**

Forthwith after the commissioning of the equipment in manner expressed in the last proceeding Clause the equipment shall undergo commissioning trials for 15 days, in the presence of the Chairman / representative and the Inspecting Authority of Officer or their representative at any place as mutually agreed upon in accordance with the provisions of the specifications and as directed by the Chairman or the Inspecting Authority or Officer.

## **10. QUANTITY and DELIVERY**

**(i) The completion of delivery will be within 90 (Ninety) days from the date of issuance of work order.**

(ii) Quantity for supply & commissioning of Night Vision BINOCULARS / Passive Night Vision Devices is 16 (sixteen) nos. However, IWAI reserves the right at the time of awards of order to increase the quantity of equipment specified in the price schedule without any change in unit prices or other terms and conditions.

(iii) The bidder while submitting contract to the authority will submit brief schedule of delivery, commissioning & training.

The equipment supplied will bear the manufacturer's serial numbers.

The hardware manuals should be supplied in original.

The authority will accept no transportation delay.

The Bidder shall comply with all Department of Shipping Rules, if any and must also satisfy the requirements of the insurance broker, underwriters and surveyors and not do anything or leave anything undone whereby the cost of insurance premium is increased. Should the cost of insurance be in any way increased by the failure of the Bidder to meet such requirements any such increased cost shall be borne by the Bidder.

### **a) 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.

### **b) Equipment to be at Bidder's risk until the issue of certificate of delivery**

The said delivery of the Equipment at respective locations shall be at the expense and risk of the Bidder who shall (in accordance with Clause 12 of General Conditions) pay and such case the Bidder shall at his own expense forthwith make good such loss subject in the case of total or constructive total loss.

(c) **As to acceptance of delivery**

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

(d) **DELIVERY SCHEDULE**

SL#	Items	Period
1	Award of work order	ZERO DATE
2	Submission of Security Deposit Bank Guarantee (5% of Contract Value)	WITHIN TEN DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER.
3	Signing of agreement	WITHIN TEN DAYS FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER.
4	Delivery of equipment	WITHIN <b>NINETY DAYS</b> FROM THE DATE OF ISSUANCE OF AWARD OF WORK ORDER.
5	Testing of equipment	WITHIN THIRTY DAYS FROM THE DATE OF DELIVERY OF EQUIPMENT.
6	Commissioning & Training	WITHIN THIRTY DAYS FROM THE DATE OF DELIVERY OF EQUIPMENT
7	Training period	AS PER CLAUSE 3 OF SPECIAL CONDITIONS OF THE CONTRACT
8	Final acceptance	FROM THE DATE OF COMMISSIONING
9	Warranty period	ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE

**Location / Address of delivery and commissioning of equipment**

Schedule #	Description	Qty. ( nos)	LOCATION
A	Night Vision Binoculars / Passive Night Vision Devices	16	<b>4nos. at Kolkata</b> (1no. each for S.L. Dwarkeshwar, S.L. Meghna, S.L. Anupallav & S.L. Koel) <b>6nos. at Patna</b> (1no. each for S.L. Ghaghra, S.L. Kamla, S.L. Rihand, S.L. Gandak, S.L. Punpun & S.L. Kosi) <b>5nos. at Guwahati</b> (1no. each for S.L. Burhi Dihing, S.L. Subansiri, S.L. Dibang, S.L. Lohit & S.L. Barak) <b>1no. at Kochi</b> (for S.L. Pamba)

Note:- After supply & testing of Night Vision Binoculars / Passive Night Vision Devices, IWAI, R.O. will issue Night Vision Binoculars / Passive Night Vision Devices to respective Survey Vessels.

<b>Hydrographic Chief</b> A-13, Sector – 1, <b>Noida</b> , Distt. Gautam Budh Nagar, (U.P.) – 201 301 Tel (0120) 2527667 (telefax), 2522969, Fax (0120) 2543973, 2544041, 2544005 <a href="mailto:hc.iwai@nic.in">hc.iwai@nic.in</a>	<b>Director, IWAI</b> Pandu Port Complex Pandu, Guwahati 781 012 Tel No.0361-2570055, 2570109 Fax No.0361-2570099 <a href="mailto:iwaiguw@asm.nic.in">iwaiguw@asm.nic.in</a> , <a href="mailto:iwaighy@yahoo.co.in">iwaighy@yahoo.co.in</a> , <a href="mailto:dirguw.iwai@nic.in">dirguw.iwai@nic.in</a>
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<p style="text-align: center;"><b>Director, IWAI</b> National Waterways Road, Kannadikkadu, Behind Nair's Hospital NH-47, Bypass, Maradu Kochi-682304 0484-2395064, 2389804 Fax : 0484-2389445 <a href="mailto:iwai_kochi@yahoo.co.in">iwai_kochi@yahoo.co.in</a>, <a href="mailto:dirkoc.iwai@nic.in">dirkoc.iwai@nic.in</a></p>	<p style="text-align: center;"><b>Director, IWAI</b> P-76, Garden Reach Road Kolkata 700 043 Tel No. 033-24395570, 24395577, 24396055, 24391710 Fax No. 033-24395570, 24391710 <a href="mailto:iwaical@wb.nic.in">iwaical@wb.nic.in</a>, <a href="mailto:iwaical@yahoo.com">iwaical@yahoo.com</a>, <a href="mailto:dirkol.iwai@nic.in">dirkol.iwai@nic.in</a></p>
<p><b>Director, IWAI</b> IWAI, IWT Terminal , Gaighat, P.O.- Gulzarbagh, Patna - 800 007 Tel. No.0612-2630100 Fax No. 0612-2630100 <a href="mailto:ptn.survey@gmail.com">ptn.survey@gmail.com</a>, <a href="mailto:dirpat.iwai@nic.in">dirpat.iwai@nic.in</a></p>	

## 11. TRANSPORTATION AND PACKING

The Bidder shall ensure all necessary precautions for safe transportation 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.

## 12. LIQUIDATED DAMAGE FOR DELAY IN THE DELIVERY AND FORCE MAJEURE

- 12.1 If the Bidder fails to deliver the equipment within the period fixed for such delivery or for tests as per Clause - 10 above or at any time repudiates the contract before the expiry of such period the authority may without prejudice to its right, recover damages for breach of the contract damages equivalent to **0.5 % of the contract price of the delayed equipment per week or part of week of delay subject to a maximum of 10% of the contract price.**
- 12.2 Where delivery 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.

## 13. 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 commissioning completely at Bidder's cost.

**14. UP GRADATION**

If any upgraded revised version of the supplied Software with the equipment has been made by its Principal manufacturer during the warranty period, then it should be supplied free of cost to the Authority by the Bidder.



## **6. WARRANTY FORM**

M/s..... (hereinafter referred to as the Bidder) having carefully studied all the tender documents pertaining to the Contract for “procurement of Night Vision Binoculars / Passive Night Vision Devices” 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**

## 7. TECHNICAL SPECIFICATIONS

### SCHEDULE#A : NIGHT VISION BINOCULARS / PASSIVE NIGHT VISION DEVICES WITH ALL ACCESSORIES

SL #	TECHNICAL SPECIFICATIONS	
1	Rugged Modern Ergonomically-Designed Body, Lightweight, Multi-Coated Optics, Central Focusing, Built-in PULSE IR Illuminator, Eclipse Lens Cap System, High Resolution Intensifiers, Waterproof & Fog Proof, Long & Short Distance Observation	
2	Magnification (x)	Minimum 2
3	Field of View (deg.)	Minimum 20
4	Image Tube Generation	1
5	Resolution (Ip/mm)	Minimum 32
6	Focus Range (yd)	1 to Inf.
7	Detection Distance (yd)	Minimum 200
8	Min. Range of Detection (m)	1
9	IR Illuminator Effective Distance (yd)	Minimum 150
10	Eye Relief (mm)	Minimum 12
11	Diopter Adjustment	Minimum +/- 4
12	Lens Diameter (mm)	Minimum 24
13	Weight (oz)	Light Weight
14	Operating temperature (°C)	Minimum -20 to +40
15	Estimated Power Life (w/o IR)	Minimum 8 Hours
16	Accessories	Protective Carrying Case, Neck Strap
	Other accessories, if required are to be supplied with the system	

Note: 1. **All the equipments/ items shall be of accredited international brands with the above mentioned minimum assured specifications or higher are envisaged by this tender.. Proven Indian products of internationally acclaimed brands will also be considered. However, assembled equipment will not be acceptable.**

2. The manufacturer recommended spare parts as mandatory required to be supplied along with the items under the contract shall be supplied and delivered at respective location at the expense of the Bidder.

3. Bidder has to clearly mention the name of manufacturer (OEM), Model no. of quoted item, quoted item detailed specifications vis-à-vis specification of item mentioned in this tender document, detailed technical drawing / literature / brochure of quoted equipment with all accessories etc.

Date:

Signature of bidder  
Name of the firm

Seal

## 8. 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 Night Vision Binoculars / Passive Night Vision Devices as per work order as identified in the bid form and price schedule and has accepted a Bid by the Bidder for the supply, commissioning and training of the..... for the sum of Rs..... (.....) (herein after "THE CONTACT PRICE")

(PRICE SHALL NOT BE FILLED IN HERE)

Now in this contract witnessed as follows: -

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

- a] Notification of award
- b] Bid form and price schedules
- c] Tender document containing:
  - Instructions to the Bidder
  - General conditions of contract
  - Delivery Schedule
  - Special condition of contract
- d] Technical Specifications.
- 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 supply and delivery of the equipment described herein and supersedes all earlier verbal or written agreements pertaining to supply, commission & training on Night Vision BINOCULARS / Passive Night Vision Devices 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 to supply, commission & training on Night Vision BINOCULARS / Passive Night Vision Devices 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: -

Hydrographic Chief

Inland Waterways Authority of India

A-13, Sector-1, NOIDA-201 301 (UP).

**Tele.: 0120-2527667, 4218865, 2522969 Fax : 2522969, 2544041;**

**E-mail:hc.iwai@nic.in**

(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 .....

## **9. 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 “Supply and Commissioning of .... nos. ....” 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 obliger 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 thereunder 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....

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

Date:

To,

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Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name                      of                      Tender                      /                      Work:                      -

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Dear Sir,

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

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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)

**11. 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:** \_\_\_\_\_

**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





**Procurement of Night Vision**  
**BINOCULARS / Passive Night Vision**  
**Devices**

**PART – II**

**12. PRICE BID**

## **BILL OF QUANTITIES**

**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 words & figures).

<b>Sl. No.</b>	<b>Description</b>	<b>Qty. (nos.)</b>	<b>Rate/ Unit (Rs)</b>	<b>Amount (Rs)</b>
1.	<b>BASIC COST FOR NIGHT VISION BINOCULARS / PASSIVE NIGHT VISION DEVICES WITH ALL ACCESSORIES</b>	<b>16</b>		
2.	<b>VAT/S.TAX/C.ST/ROAD PERMIT/OCTROI</b>			
3.	<b>SERVICE TAX</b>			
4.	<b>FREIGHT, INSURANCE, TRANSPORTATION, PACKING, INSPECTION, TRIAL CHARGES</b>			
5.	<b>COMMISSIONING CHARGES</b>			
6.	<b>TRAINING CHARGES</b>			
	<b>TOTAL</b>			

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, training charges, commissioning charges and cost of trials etc. separately at the delivery & commissioning 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. Road permit / waybill Form will be filled-up and signed by the IWAI R.O. However, charges, if any, and follow-up action is to be taken by the successful bidder. Import License and Foreign exchange required, if any, shall be arranged by the Bidder himself. With regard to the import of equipment, “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”.
4. The Authority reserves the right at the time of awards of order to increase the quantity of equipment specified in the price schedule without any change in unit prices or other terms and conditions.

**Seal & Signature of the Bidder**