

TENDER DOCUMENT

for

Procurement of Survey Instruments for National Waterway No. 1 (River Ganga)

TENDER NO. 4-IWAI-P-SUR(59)/SurveyEquipment/2017-18



भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण

INLAND WATERWAYS AUTHORITY OF INDIA

(पोत परिवहन मंत्रालय, भारत सरकार)

(Ministry of Shipping, Govt. of India)

Gaighat, P.O.- Gulzarbagh, Patna- 800007

Telephone No.06122310026,2310029

E-mail: dirpat.iwai@nic.in

Website: <http://iwai.gov.in>, <http://eprocure.gov.in/eprocure/app>



Procurement of Survey Instruments
for National Waterway No. 1
(River Ganga)

PART – I

TECHNICAL BID

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INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)
Gaighat, P.O.- Gulzarbagh, Patna- 800007

Websites: www.iwai.nic.in and <https://eprocure.gov.in/eprocure/app>.

1. Tender Issue Letter

TENDER NO: 4-IWAI-P-SUR(59)/SurveyEquipment/2017-18

To,

.....
.....
.....
.....

Sub: Tender for Procurement of Survey Instruments for National Waterway No. 1 (River Ganga)

Ref: Your letter no....., Dated:

Sir,

With reference to your letter cited above on the subject, please find enclosed herewith one set of tender documents for the subject work. You are requested to go through the terms and conditions carefully and submit your tender as per procedure explained therein.

The tender document can be downloaded from the IWAI's website www.iwai.nic.in and CPP Portal Website <https://eprocure.gov.in/eprocure/app>. The last date for online submission of tender on CPP Portal is on 20.11.2017 up to 10.00 AM. Issuance of tender document will not construe that such bidders are automatically considered qualified.

Yours faithfully

Director

NIT FOR PUBLICATION IN NEWSPAPER

INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)
Gaighat, P.O.- Gulzarbagh, Patna- 800007
Telephone No.0612-2310026, 2310029



Procurement of Survey Instruments for National Waterway No. 1 (River Ganga)

Bids are invited from reputed firms for the procurement of survey instruments for our regional office at Patna. The details of NIT: Tender document cost- Rs. 500/- Estimated cost- Rs. 3.6 Lakhs, Period of Completion- 30 Days, EMD - Rs. 7200/- Start date of Tender download is 09.11.2017. Last date of submission of online tender 20.11.2017 up to 10:00 hrs. Date of opening: 21.11.2017 at 10:30 hrs. **Detailed eligibility criteria and tender document along with Instruction to the Bidders can be seen at IWAI's website i.e. www.iwai.nic.in and <https://eprocure.gov.in/eprocure/app>.**

DIRECTOR

भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण
INLAND WATERWAYS AUTHORITY OF INDIA
(पोत परिवहन मंत्रालय, भारत सरकार)

(Ministry of Shipping, Govt. of India)

Gaighat, P.O.- Gulzarbagh, Patna- 800007

Telephone No.06122310026,2310029

Web Site www.iwai.nic.in; E-mail:- dirpat.iwai@nic.in

2. NOTICE INVITING TENDER

Tender No. 4-IWAI-P-SUR(59)/SurveyEquipment/2017-18

Online tenders/Bid in two cover system (cover I- Technical bid and cover II- Financial bid) are invited:-

Sl. No.	Description	Quantity	EMD (In Rs.)
1.	Levelling Instrument	03	7200
2.	Portable generators Honda EP 1000 VA	06	
3.	12 V DC Battery with Charger	06	

Terms and Conditions:

1. Tender document will be available for download w.e.f. 09.11.2017 to 20.11.2017 upto 10:00 AM. The completed bids as per terms and conditions mentioned in the tender document should be submitted by e-tender latest by 10:00 AM on 20.11.2017 and shall be opened on the 21.11.2017 at 10:30 hours.
2. Estimated cost – Rs. 3,59,529 (Rs. Three Lakh Fifty-Nine Thousand Five Hundred Twenty-Nine only) including GST
3. Time for completion: within **Thirty** days from the date of issuance of **award of work order**. Interested bidders may download tender document online from the site <https://eprocure.gov.in/eprocure/app> and IWAI's website "www.iwai.nic.in" and are advised to pay Rs. 500/- (Rupees Five Hundred only) in the form of RTGS/NEFT as cost of tender in addition to EMD amount of Rs. 7200/- (Rupees Seven Thousand Two Hundred only).
4. The bidders may quote for all items in the schedules.
5. IWAI reserves the right to accept or reject any or all bids without assigning any reasons and no correspondence shall be entertained in this regard.
6. Other terms and conditions are as per tender document.

Director

PART-I

3 (i) TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

No.

Date:.....

To,

THE DIRECTOR,
INLAND WATERWAYS AUTHORITY OF INDIA,
GAIGHAT, GULZARBAGH
PATNA-800007, BIHAR

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: 4-IWAI-P-SUR(59)/SurveyEquipment/2017-18

Name of Tender / Work: - Procurement of Survey Instruments for NW. 1 (River Ganga)

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: www.iwai.nic.in OR <https://eprocure.gov.in/eprocure/app> 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. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / in its totality / entirety.

4. In case any provisions of this tender are found violated, then your department/organization 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)

3(ii). Form of Tender

To

Date:.....

The Director,
Inland Waterways Authority of India,
Gaighat, Gulzarbagh
Patna-800007, Bihar

Sir,

I/We have read and examined the following documents relating to **Procurement of Survey Instruments for National Waterway No. 1 (River Ganga)** as specified, of Inland Waterways Authority of India, Patna (IWAI):

- i. Notice Inviting Tender
- ii. Tender Form
- iii. Instructions for submission of bids
- iv. Instructions to the Contractors/Bidders for submission of the bids online through the Central Public Procurement Portal for Procurement
- v. General Conditions of Contract
- vi. Technical and Special Conditions of Contract
- vii. Warranty Form
- viii. Agreement Form
- ix. Price Bid

1. I/We hereby tender for the **Procurement of Survey Instruments for National Waterway No. 1 (River Ganga)** 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 120 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 7200/- (Rupees Seven Thousand Two Hundred only) is attached herewith as Earnest Money Deposit.
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.
5. 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.
6. 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.

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

Signature_____

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

Witness_____

Date_____

Address_____

Postal
Address_____

Telephone No._____

Telegraphic address _____

E-mail _____

3(iii). INSTRUCTIONS FOR SUBMISSION OF BIDS

(Tender for Procurement of Survey Instruments for NW-1 (River Ganga))

1. Inland Waterways Authority of India herein after referred to "THE AUTHORITY" wishes to receive online tenders for "Procurement of Survey Instruments for National Waterway No. 1 (River Ganga)", which includes supply of Levelling Instrument, Portable Generators Honda EP 1000 VA and 12 V DC Battery with Charger for National Waterway No. 1 at Patna in all respect herein after referred as "Instrument".
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. **Instructions to the Contractors/Bidders for e-submission of the bids online through the Central Public Procurement Portal for eProcurement**
 - v. General Conditions of Contract
 - vi. Technical and Special Conditions of Contract
 - vii. Warranty Form
 - viii. Agreement Form
 - ix. 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 online submission of a tender not substantially responsive to the tender documents in every respect will result in "REJECTION OF TENDER BID" submitted by the individual Bidder.
 - 3.1. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Bidder who resort to any form of canvassing shall be summarily rejected.
 - 3.2. Those Bidder(s) whose near relatives are posted in any capacity in the Inland Waterways Authority of India (IWAI) shall not be permitted to bid. The prospective Bidder shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him & who are near relative to any officer in the IWAI or in the Ministry of Shipping. Any breach of this condition by the Bidder shall render him ineligible. By the term 'near relative' is meant wife, husband, parents and grandparents, children & grandchildren, brothers and sisters, uncles, aunts & corresponding in laws.
 - 3.3. No engineer of gazette rank or other gazetted officer employed in engineering or administrative duties in an engineering Dept. 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 Director, IWAI Patna** reserves the right to reject any or all of the tenders received without assigning any reasons what so ever. He also reserves right for himself of accepting

the whole or any part of the tender and Bidder shall be bound to perform the same at the rates quoted. The tender in which, any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.

5. At any time prior to the dead line for online submission of tender, the Authority may for any reason, whether by its own initiation or in response to clarification requested by a prospective Bidder, modify the tender document by amendments.

5.1 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 an amount as Earnest Money Deposit of Rs. 7200/- in the form of RTGS/NEFT payment. No other form of payment, e.g. DD, 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 RTGS/NEFT payment as per clause 8 of “General Conditions of the Contract”.

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 -16 of “Instructions to the Bidder” on issue of letter of intent, or refuses to provide the Security Deposit in accordance with Clause 8 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.

7.4 The bank account details of IWAI is as follows;

IWAI Fund

A/c No. 0352105000002, IFSC Code: CNRB0000352, Canara Bank, Main Branch, South Gandhi Maidan, Patna-800001

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.

However, Micro, Small and Medium Enterprises (MSME)/NSIC or are registered with the Central Purchase Organization Ministry or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from depositing EMD and Tender Fee.

9. Bank Solvency for the following amounts:

The Bank Solvency @40% of estimated cost (for Rs. 1.44 Lakhs) should be in the name of the bidder and not in the name of the Manufacturer/OEM. The banker address, issuing authority, date of issue, validity, contact phone, e-mail ID of Bank are to be mentioned clearly in the Bank solvency. The Bank Solvency should be for minimum amount as mentioned above and should be issued in the current financial year, preferably after publication of NIT.

10. **Submission of Bid**

Tender/Bid should be submitted in two covers viz. Envelope-1 (containing technical bid) and Envelope-2 (containing price bid) and both of these covers should be submitted online in website <https://eprocure.gov.in/eprocure/app>

The first cover/envelope containing Part-1 shall be submitted along with the following documents

- a) Scanned Copy of a signed declaration stating that no alteration has been made in any form in the downloaded tender document.
- b) Proof of submission of Earnest Money Deposit of Rs.7200/- through RTGS/NEFT along with UTR Number.
- c) Proof of payment of Rs.500/- as cost of Tender through RTGS/NEFT along with UTR Number.
- d) Scanned Copy of latest Bank Solvency certificate from any nationalized /scheduled bank.
- e) Scanned Copy of a declaration that Bidder have not been banned or de-listed by any Govt. or quasi Govt. agency or Public Sector Undertaking.
- f) Scanned Copy of Duly filled and signed on each page of "Tender Document".
- g) Scanned Copy of Duly filled "Warranty Form" Annexure-1.
- h) Scanned Copy of Audit report / Balance Sheet / Financial turnover for the last three years (2014-15, 2015-16, & 2016-17)
- i) Scanned Copy of Document in the respect of PAN, GST registration.
- j) Scanned Copy of 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.
- k) Scanned Copy of detailed brochure of quoted instruments.
- l) Scanned 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.
- m) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which this tender is invited should be either of following:
 - (i) Three similar works completed **each** costing not less than Rs. **1.4** Lakhs
or
 - (ii) Two similar works completed **each** costing not less than Rs. **1.8** Lakhs

or

(iii) One similar work completed for not less than Rs. 2.9 Lakhs

Note: - 1. Experience of only the bidder of this tender would be considered for evaluation. The experience of OEM would only be considered, if he is bidder for this tender.

- n) The Bidder should have office and Service Center in India to provide after sales support. Scanned Copy of Addresses of Office and Service Center in India is to be provided.
- o) Scanned Copy of Letter of Authority for signing and negotiation of bid.
- p) The Scanned copy of the duly filled up and signed tender acceptance letter.
- q) Scanned copy of duly filled details of Bank Account for Release of Payment through Electronic Fund Transfer System at Annexure- 3.
- r) Scanned copy of duly signed integrity pact.

It may please be noted that: -

- (a) The price bid part shall not contain any terms and conditions whatsoever. These, if any, must be brought out in Part- I only. Any condition given in the price bid will not be taken into account and it will be sufficient cause for rejection of bid.
 - (b) Price bids of only those bidders whose technical and commercial proposals are complete and found acceptable, shall be opened online in the presence of bidders or their authorized representatives who may like to be present, on a suitable date to be intimated to such bidders separately.
- 11 Bidders are advised to submit their offers strictly based upon the detail terms and conditions contained in “INSTRUCTION TO BIDDERS” being a part of this tender document /corrigenda issued from time to time and not to stipulate any deviations. IWAI reserves the right to evaluate bids containing such deviations and accept or reject any part or whole of the same without showing any reason whatsoever.
 - 12 IWAI reserves the right to reject any or all bids without assigning any reasons.
 13. 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.
 14. 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.
 15. 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.
16. 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.
17. **The bid document shall be completed in all respects and shall be submitted online together with the requisite information and annexures.**
18. If the space in the bid form or in the Annexures thereto is insufficient, additional pages shall be separately added. These pages shall be page numbered & signed by the Bidder.

19. Period of Validity of Bid

- 19.1 **Bid shall remain valid for 120 days from the date of bid closing.**
- 19.2 Notwithstanding Clause -19.1 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.

20. Financial Bid

Bidders are to download BOQ through <https://eprocure.gov.in/eprocure/app> and cannot modify BOQ, they can enter only white portion of BOQ. The Bidder shall quote rate for Per item **inclusive** of Basic price, ROAD PERMIT, GST, Freight, Insurance, Transportation, packing, Inspection, Trial Charges, Installation charges, Training charges if applicable etc. **Prices quoted by the Bidder shall remain firm and fixed and valid till the validity time.** The prices quoted shall be for destination of the consignees.

Form No. 'C' or 'D' & 31/32 will not be issued by the "Authority". Road permit, way bill, WPC license etc. are to be arranged by the Bidder. Import License and Foreign exchange required, if any, shall be arranged by the Bidder himself. With regard to the import of equipment, "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.

21. **Bid Evaluation**

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

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

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

22. **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.

23. 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.

24. 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.

25. 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/ as per Clause 8 of "General Conditions of the Contract", within 10 days of award of work.

26. 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.

26.1. 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.

26.2. None of these documents shall be used by the successful Bidder for any purpose other than that of this contract.

3(iv). Instructions to the Contractors/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for eProcurement
<https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the <https://eprocure.gov.in/eprocure/app> option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
- 3) Bidder need to login to the site thro' their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only, should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked.
- 8) If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my favourites' folder.
- 11) From the my favourites folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked, otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

16) Bidder should submit the Tender Fee/ EMD as specified in the tender.

- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as online to pay the Tender Fee/ EMD as applicable and enter details of the instruments.

- 19) The details of the payment through RTGS/NEFT sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/ replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/ liable to be rejected.
- 26) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 27) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 28) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 29) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 30) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 31) For any queries regarding e-tendering process , the bidders are requested to contact through the modes given below:
E-mail : dirpat.iwai@nic.in
Contact Telephone Numbers: 0612-2310026 Fax No: 0612- 2310029
In person: The Director, IWAI, Patna

PART – II

To be signed by the bidder and same signatory competent/authorized to sign the relevant contract on behalf of IWAI.

5(i) INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Director, Inland Waterways Authority of India, (Ministry of Shipping, Govt. of India), Gaighat, P.O.- Gulzarbagh, Patna – 800007. (Herein after referred as the ‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

through(Hereinafter referred to as the

(Details of duly authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender No. **4-IWAI-P-SUR(59)/SurveyEquipment/2017-18** (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for **Procurement of Survey Instruments for National Waterway No. 1 (River Ganga).**

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s)

confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the IWAI all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the tender process or execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the bidder/contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the tender process prior to the award of the contract or terminated/determined the contract or has accrued the right to terminate/determine the contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a bidder or Contractor, or of an employee or a representative or an associate of a bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of IWAI.

Article 7: Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
 (For and on behalf of Principal/Owner)

.....
 (For and on behalf of Bidder/Contractor)

WITNESSES:

1.
 (signature, name and address)

2.
 (signature, name and address)

Place:

Date

:

5(ii) SCHEDULES-

SCHEDULE 'A' : Salient Features of the work.

Name of Work : Procurement of Survey Instruments for NW1 (River Ganga)

Estimated cost of work : Rs. 3.6 lakhs (including GST)

(a) Earnest Money : Rs. 7200/-

(b) Security Deposit : 10% of contract price (including Performance Guarantee).

SCHEDULE 'B': General Rules & Directions with reference to General Conditions of Contract: -

(i). Officer inviting tender : **Director, IWAI, Patna**

(ii). Tender Accepting Authority: **Director, IWAI, Patna**

(iii). (a) Time allowed for submission of Performance Guarantee as per clause 8.1 of GCC from the date of issue of Work Order: 10 days.

(b) Maximum allowable extension beyond the period provided in (iii) (a) above : 7 days.

(iv) Percentage on Cost of Materials and Labour to cover all overheads & profits } : included in the estimate

(v) Standard Schedule of Rates : Not applicable

(vi) Specifications to be followed : As per Part-III, Clause 2

(vii) Deviation Limit : Not applicable

5(iii). GENERAL CONDITIONS OF CONTRACT

(Tender for Procurement of Survey Instruments for NW-1 (River Ganga))

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GENERAL CONDITIONS OF CONTRACT
(Tender for Procurement of Survey Instruments for NW-1 (River Ganga))

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) **Director**

Means Director of Inland Waterways Authority of India.

c) **Assistant Hydrographic Surveyor (AHS)**

Means Assistant Hydrographic Surveyor of Inland Waterways Authority of India.

d) **Junior Hydrographic Surveyor (JHS)**

Means Junior Hydrographic Surveyor of Inland Waterways Authority of India.

e) **Bidder**

Means the Company, Firm, person or persons whose tender has been accepted by the Authority and includes Bidder's successors, representatives, heirs, executors and administrators unless excluded by contract.

f) **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 Director.

g) **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.

h) **Government**

Means the Government of India.

i) **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.

j) **Equipment/Instrument**

Means **Levelling Instrument, Portable generators Honda EP 1000 VA and 12 V DC Battery with Charger**

k) **Purchaser**

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

l) **Representative**

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

m) **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.

n) **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 Director on behalf of Authority may, without prejudice to any other right or remedy of the purchaser, cancel the contract and make or authorize the making of a purchase of the Equipment at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.

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

(i) For all purposes of the contract including arbitration there under, the address of the Bidder mentioned in tender shall be the address to which all communication addressed to the Bidder shall be sent, unless the Bidder has notified a change by a separate letter containing no other communication and sent by registered post due to the Director, Inland Waterways Authority of India, (Ministry of Shipping, Govt. of India), Gaighat, P.O.-Gulzarbagh, Patna - 800007

(ii) The Bidder shall be solely responsible for the consequence of an omission to notify a change or address in the matter aforesaid.

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

3. AUTHORITY OF THE DIRECTOR

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

4. DELEGATION OF POWERS

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

5. RESPONSIBILITY OF THE BIDDER FOR EXECUTION OF THE CONTRACT

I) RISK IN THE 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 Director and no assignment, lease, cession or subletting although so permitted shall exonerate the Bidder from his liability under this contract and the Authority shall not be bound or required to take notice or give effect to any such assignment, lease cession or subletting unless the same shall have been made with such permission as aforesaid PROVIDED ALWAYS the Bidder may procure any necessary materials to be manufactured for the purposes of, this contract by any person, firm or company whose names shall have been submitted to and approved by the Director on behalf of the Authority before the said materials are ordered but no such approval shall relieve the Bidder from any responsibility or obligations with reference to any such materials.

(a) CHANGES IN A FIRM

- (i) Where the Bidder is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Director on behalf of Authority which may be granted only upon acceptance of a written undertaking by the new partner to perform the contract of accept all liabilities incurred by the Firm under the contract prior to the date of such undertaking.
- (ii) On the death or retirement of any partner of the Bidder firm before complete performance of the contract the Director on behalf of Authority may, at his opinion cancel the contract and in such case the Bidder shall have no claim whatsoever to compensation against the purchaser.
- (iii) If that the contract is not determined as provided in sub-Clause (ii) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the partnership Act has been sent by him to the Director 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 Director to cancel the contract and purchase or authorize the purchase of the instruments at the risk and cost of the Bidder and in that event the provisions of Clause 23 of **GENERAL CONDITIONS AND CLAUSE 9 OF SPECIAL CONDITIONS** shall be applicable. The decision of the Director 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 Director 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 premise, 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 Director whose decision shall be final and binding on the Bidder.
- (b) Every agreement made by Director 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 Director 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 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 inclusive of other taxes (Road Permit, Octroi etc.), duties (Excise, Custom etc.), insurance, freight, transportation, packing inspection charges, training charges, installation charges and cost of trials etc while excluding GST. Form No. 'C' or 'D' & 31/32 will not be issued by the "Authority". Import License and Foreign exchange required, if any, shall be arranged by the Bidder himself.**

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

8 SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

- (i) The contractor shall be required to deposit an amount equal to 5% of the contract value as performance guarantee in the form of RTGS payment within 10 days of issue of supply order. The Security Deposit will be 10% (Ten percent including Performance Guarantee) 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 SD deducting EMD submitted with technical bid) shall be deducted from the bill of the contractor. SD shall be valid till expiry of contract warrantee.
- (ii) No claim shall lie against the purchase either in respect of interest or any depreciation in value of any security.
- (iii) If the Bidder fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Director or his duly authorized representative to forfeit either in whole or in part, the security deposit furnished by the Bidder. Same 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 Director on behalf of authority shall refund the security deposit to the Bidder after deducting all costs and other expenses that the purchaser may have incurred and all dues and other money including all losses and damages which the purchaser is entitled to recover from the Bidder.
- (iv) No interest will be paid on Security Deposit.

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 Director to the contrary. If the Bidder fails to notify any defect in the condition or equality of such properties he shall be deemed to have lost the right to do so at any subsequent stage.
- (iii) The Bidder shall return all such property in good condition. The Bidder shall be able for loss or damage to such property in the possession of or under the control of the Bidder, his employees or agents and responsible for the full value thereof to be assessed by the Director on behalf of authority whose decision shall be final and binding on the Bidder.
- (iv) Where such property is insured by the Bidder against loss or fires at the request of the authority or the purchaser such insurance shall be deemed to be affected 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 Director 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 estoppel against the purchaser merely by the reason of the fact that he has not taken notice of or objected to any information contained in such report.

13. CERTIFICATE AND FEES

All test certificates and other certificates are to be handed over to the Director or his representative on completion of supply and delivery of the Equipment by the Bidder with the report that the Equipment are ready for installation. 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

- 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.

- ii) **20% (Twenty percent) of the contract value will be paid after satisfactory trial and commissioning of the instruments. The respective officer in charge of the authority or their representative would certify for trial and commissioning within 30 days of completion of trial and commission.**
- iii) **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).

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 Director on behalf of Authority and the Bidder payment for the works shall be made by Director on behalf of Authority by RTGS/NEFT in installments which will be due as per Clause 14 (a) upon production of the certificate of the JHS/AHS appointed by Director for the inspection of the Supply of the Equipment against the installment due. The Bidder must submit the bills and necessary documents allowing 30 days from the date of submission for the payment of installment subject to the condition that the amount of an installment payment shall in no case exceed the value of the work done.

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

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 Director 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 Director 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 favour or disfavour to any person in relation to the contract or any other contract with the purchaser.

Any breach of the aforesaid condition by the contract, or any one employed, by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or by any one employed by him or acting on his behalf under chapter IX of the Indian Penal Code, 1860 or the preservation of Corporation Act, 1947 or any other Act enacted for the prevention of corruption by public servants shall entitled the Director 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 Director on behalf of authority.

18. INSOLVENCY AND BREACH OF CONTRACT

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

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

which shall have accrued or shall accrue thereafter to the purchaser and provided also the Bidder shall be liable to pay / make good to the purchaser all consequential expenses / losses and the Bidder shall under no circumstances be entitled to any gain on re-purchase by the purchasers from any third party.

19. ARBITRATION

- 19.1 Except as otherwise provided herein before, all questions, disputes or difference in respect of which the decision has not been final and conclusive arising between the Bidder and the authority in relating to or in connection with contract shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:
- (i) Either of the parties may give to the other notice in writing of the existence of such question dispute or difference.
 - (ii) Within thirty (30) days of receipts of such notice from either party the Director / Dy. Director in charge of work at the time of such dispute shall send to the Bidder a panel of three persons and there after the Bidder within fifteen (15) days of receipt of such panel communicate to the Director / Dy. Director in charge the name of one of the person from such panel and such a person shall then be appointed a sole arbitrator by the Director "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 Director "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 Director 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 LAKH 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. DIRECTOR'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 Director or by the Inspecting Authority or officer or by the representative or resting upon or being governed or controlled by or submitted to the judgment or opinion of them/him or any or them/their/his assessment, decision, certificate, determination judgment or opinion shall unless otherwise stated therein be final and conclusive for all purposes and shall be binding on the Authority and the 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 (1) 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) (1) and (2) 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 have 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 Director 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.

Part-III

6. TECHNICAL & SPECIAL CONDITIONS OF CONTRACT

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TECHNICAL & SPECIAL CONDITIONS OF THE CONTRACT

1. PERFORMANCE OF THE WORK

All the instruments are to be supplied at Office of the Inland Waterways Authority of India, (Ministry of Shipping, Govt. of India), Gaighat, P.O.- Gulzarbagh, Patna – 800007, Bihar

2. TECHNICAL SPECIFICATIONS

The work of procurement of survey instruments for NW-1 (River Ganga) consists of following instruments:

(i). Levelling Instrument

Sl. No.	SPECIFICATIONS	
(a).	AUTO LEVEL	
1	Brand	Sokkio/Bosch
2	Magnification	24X/26x/32x
3	Min. Focus from end of telescope	0.2m (7.9 in.)
4	Min. Focus from instrument centre	0.3m (1 ft.)
5	Minimum Division	1°/1gon
6	Working Range	±15 ft.
(b).	TRIPOD	
1	Lightweight and durable aluminum design - hinges, clamps and shoe casting	
2	8-Inch-11 thread-stud, flat-head tripod - universal with string hook for plumb bob.	
3	Extended height:	63 inches
4	Closed height:	38 inches
5	Positive locking quick clamps are ideal for holding levels in place	
(c).	LEVELLING STAFF	
1	Staff Height	5 m
2	Material	Aluminum
3	Color	White
4	Number of sections	5

(ii). Procurement of Portable Generator Honda EP 1000 VA

Sl. No.	SPECIFICATIONS	
(a).	PORTABLE GENERATOR HONDA EP 1000 VA	
1	Brand	Honda
2	Max. Output (VA)	750 VA
3	Rated Output	650 VA
4	Fuel	Petrol
5	Fuel Tank Capacity	5-6 ltr
6	Dry Weight	30 Kg

7	Frequency	50 Hz
8	Continuous Running Hours	8-10 Hrs

(iii). Procurement of 12 V DC Battery with Charger

Sl. No.	SPECIFICATIONS	
(a).	12 V DC BATTERY with CHARGER	
1	Brand	Exide FXPO – XP800
2	Battery Capacity	80 Ah
3	Filled Weight	23 Kg
4	Fuel Tank Capacity	5-6 ltr
5	Dry Weight	30 Kg
6	Battery Charger	12V 10Ampere Output

3. GUARANTEE FOR THE EQUIPMENT SUPPLIED/FITTED

3.1. 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.

3.2. 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 confirm with generally accepted professional standards.

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

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

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

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

3.7 If the 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.

4. **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 install to the satisfaction of the Director, IWAI, Patna.

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.

5. **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 Director 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 Director 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.

7. **DELIVERY**

The completion of delivery will be within 30 (Thirty) days from the date of issuance of work order. The bidder while submitting contract to the authority will submit brief schedule of delivery & commission.

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.

Bidder should also submit the specifications & prices of spares/accessories of equipment may require to supply spares in future.

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 Engineer-in-charge 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 and performance Security (total 10% of the 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 THIRTY DAYS FROM THE DATE OF AWARD OF WORK ORDER.
5	Testing of equipment, training and commissioning	WITHIN TEN DAYS FROM THE DATE OF DELIVERY OF EQUIPMENT.
6	Final acceptance	FROM THE DATE OF COMMISSIONING
7	Warranty period	ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE

Location / Address of Delivery and Installation of Equipment

Director, INLAND WATERWAYS AUTHORITY OF INDIA,
(Ministry of Shipping, Govt. of India),
Gaighat, P.O.- Gulzarbagh, - 800007
Telephone No.0612-2310026, 2310029 E-mail: dirpat.iwai@nic.in
Website: <http://iwai.gov.in>, <http://eprocure.gov.in/eprocure/app>

Director, IWAI

8. 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.

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

9.1 If the Bidder fails to deliver the equipment within the period fixed for such delivery or for tests as per Clause - 7 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.**

9.2 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 Director 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 Director 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 Director on behalf of Govt. shall have power to extend accordingly the time fixed for completion.

10. 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 installation completely at Bidder's cost.

7.WARRANTY FORM

M/s..... (hereinafter referred to as the Bidder) having carefully studied all the tender documents pertaining to the Contract for “**Procurement of Survey Instruments for National Waterway No. 1 (River Ganga)**” 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 and 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

PART-IV

8. AGREEMENT FORM

The contract made the ...day of...20.... between M/s. Inland waterways Authority of India, Inland Waterways Authority of India, (Ministry of Shipping, Govt. of India), Gaighat, P.O.-Gulzarbagh, Patna – 800007, Bihar (herein after "the Authority") of one part and M/s.....
.....Of..... (herein after "the Bidder") of the other part WHEREAS the Authority is desirous of Procurement of Survey Instruments for National Waterway No. 1 (River Ganga) as per work order as identified in the bid form and price schedule and has accepted a Bid by the Bidder for the supply, installation, commencement and training of the..... -
..... for the sum of Rs.....(..... -
.....) (herein after "THE CONTACT PRICE")

(PRICE SHALL NOT BE FILLED IN HERE)

Now in this contract witnessed as follows: -

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

- a) Notification of award
- b) Bid form and price schedules
- c) Tender document containing:
 - Instructions to the 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, install & training on Survey Equipment for National Waterway No. 1 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, install & training on Survey Equipment for National Waterway No. 1 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: -

The Director,
Inland Waterways Authority of India
(Ministry of Shipping, Govt. of India),
Gaighat, P.O.- Gulzarbagh, Patna – 800007, Bihar
Telephone No. 0612-2310026
E-mail: dirpat.iwai@nic.in

(Bidder address, telephone 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. 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



PART – V

Procurement of Survey Instruments for National Waterway No. 1 (River Ganga)

10. SCHEDULE OF QUANTITIES/ FINANCIAL BID

BILL OF QUANTITIES

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

SCHEDULE: Procurement of Survey Instruments for National Waterway No. 1 (River Ganga)

Tender Inviting Authority: Inland waterways Authority of India, Patna						
Name of Work: Procurement of Survey Instruments for National Waterway No. 1 (River Ganga)						
Contract No: 0612-2310026						
Bidder Name :						
<u>PRICE SCHEDULE</u>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMB ER #	TEXT #	NUM BER #	TEXT #	NUMBER #	NUMB ER #	TEXT #
Sl. No.	Item Description	Quan tity	Units	BASIC RATE In Figures To be entered by the Bidder Rs.	TOTAL AMOU NT	TOTAL AMOUN T In Words
1	2	4	5	13	53	55
1	Levelling Instrument	3.000	nos.		0.00	INR Zero Only
2	Portable Generator Honda EP 1000 VA	6.000	nos.		0.00	INR Zero Only
3	12 V DC Battery with Charger	6.000	nos.		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only		

Seal and Signature of Bidder

Note:

1. The Bidder shall enter a firm price against each item and fill up the table. The tender is "One Tender, Separate Prices". Prices should be in rupees (in figures). Total Amount is automatically calculated and return in words.
2. **The total amount quoted shall be Basic cost and including all other taxes & duties (GST, Road Permit, Octroi etc.), insurance, freight, transportation, packing inspection charges, training charges, installation charges and cost of trials etc.**
3. Rate quoted should be inclusive of cost of all accessories as details given in this tender document or recommended by the Manufacturer.
4. No Form C/D, Road permit, way bill, any tax exemption certificate or 31/32 will be provided by the Authority.
5. 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.

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