



EXTENSION OF RIVER INFORMATION
SERVICES (RIS) SYSTEM IN
FARAKKA- PATNA STRETCH OF NW – I

PART – I

TECHNICAL BID

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INLAND WATERWAYS AUTHORITY OF
INDIA, NOIDA

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

NOTICE INVITING TENDER

Tender No.

IWAI/HY/1(1)/RIS/PATNA/2014-15

Online bids are invited from the reputed Firm for Setting up of River Information Services (RIS) System in Farakka –Patna Stretch of NW – 1. Date of downloading of Tenders shall be from 12.1.2015. Pre-bid meeting will be held on 19.1.2015 at 1200 hrs. Last date of submission is up to 1500 hrs on 6.2.15 . Date of opening:- 6.2.15 at 1530 hrs. For further details, including EMD and other terms & conditions, please refer to IWAI website **i.e.** www.iwai.nic.in **and** <https://eprocure.gov.in/eprocure/app>

HYDROGRAPHIC CHIEF

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

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

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Web Site:- <https://eprocure.gov.in/eprocure/app>, www.iwai.nic.in E-mail:- hc.iwai@nic.in

NOTICE INVITING TENDER (NIT)

IWAI/HY/1(1)/RIS/PATNA/2014-15

Online tenders/Bid in two cover system (cover-I “Technical bid” and cover –II “Financial Bid”) are invited from Original Equipment Manufacturer (OEM) or their authorized suppliers, distributors, agents for Supply, Installation, Training, Commissioning, O&M for 4 years after commissioning and CAMC for 3 years after warranty period of the following system of reputed brand:-

Schedule	ITEMS	QTY (Set)	EMD (Rs)
A	Extension of River Information Services (RIS) System in Farakka – Patna Stretch of NW – I	1	24.0 LAKHS

Term and conditions:

1. Tender document will be available for download w.e.f.12.1.2015 to 6.2.2015 . The completed bids as per terms and conditions mentioned in the tender document should be submitted latest by 1500 hrs on 6.2.2015 and shall be opened on the same day at 1530 hours.
2. Pre-bid Meeting: 19.1.2015 at 1200 hours at IWAI , Noida.
3. Time for completion: the delivery period shall be 6 months from the date of issue of work order or 3 months from the date of allocation of frequency, whichever is later. The installation, testing and commissioning shall be completed within 3 months period from the date of delivery of equipment.
4. 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. 1500/- (Rupees One Thousand Five Hundred Only), the cost of tender document, in the form of non-refundable demand draft in favour of ‘IWAI Fund’ payable at Noida/New Delhi at any Nationalized/scheduled bank while submitting the bids.
5. The Hard Copy of original instruments in respect of cost of tender document, earnest money and other documents in original as asked in this tender document must be delivered to the office of Hydrographic Chief on or before bid closing or opening date/time as mentioned in critical date sheet. Bidder shall be liable for non-submission of original payment instrument like DD, etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable.
6. Bidder has to quote for all four schedules in Indian currency only.
7. 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.
8. Other terms and conditions are as per tender document.

Hydrographic Chief

2. INSTRUCTION TO THE TENDERER

1. Inland waterways Authority of India herein after referred to “THE AUTHORITY” wishes to receive online tenders for “Setting up of River Information Services (RIS) System in Farakka -Patna Stretch of NW – I”, which includes Supply, Installation, Training, Commissioning, Operation & Management (O&M) for 4 years after commissioning and CAMC for 3 years after warranty period of reputed brand of River Information Services (RIS) herein after referred as “equipment”.
2. **“TENDER DOCUMENT”:-** The required equipment and field delivery, tender procedure and contract terms are prescribed in the tender document. In addition to the invitation for tender, the tender document includes the following.
 1. Notice Inviting Tender
 2. Instruction to the Tenderer
 3. **Instructions to the Contractors/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for eProcurement**
 4. Details to Accompany Technical Bid
 5. General Condition of Contract
 6. Special Terms and Condition of Contract
 7. Warranty Form
 8. Technical Specifications
 9. Tender Form
 10. Cost Schedule
 11. Agreement Form
 12. Performance Guarantee Form
3. The Tenderer is expected to examine the tender document carefully including all instructions, conditions, forms, terms, special conditions, technical specifications etc. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender documents in every respect will result in “**REJECTION OF TENDER BID**” submitted by the individual Tenderer .
 - 3.1 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Tenderer who resort to any form of canvassing shall be summarily rejected.
 - 3.2 Those Tenderer (s) whose near relatives are posted/employed/working in any capacity in the Inland Waterways Authority of India (IWAI) shall not be permitted to bid. The prospective Tenderer shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him & who are near relative to any officer in the IWAI or in the Ministry of Shipping. Any breach of this condition by the Tenderer shall render him ineligible. By the term ‘near relative’ is meant wife, husband, parents and grand parents, children & grand children, brothers and sisters, uncles, aunts & corresponding in laws.
 - 3.3 No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering Deptt. Of Govt. of India is allowed to

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

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

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

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

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

The bidder shall furnish as part of its tender, EMD of Rs 24.0 lakhs/- (Rupees twenty four lakhs). The EMD shall be drawn in the form of Crossed Demand Draft (DD) from any Nationalized/ Schedule bank (Schedule I & II as per RBI guidelines) in favour of "INLAND WATERWAYS AUTHORITY OF INDIA FUND" payable at NOIDA / NEW DELHI.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

No bidder shall be exempted from submission of EMD under any circumstances. The cost of tender documents Rs. 1500/-.

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

Demand Draft (DD) / Performance Guarantee as per clause 8 of “General Condition of the Contract. However, the validity of BG shall be till expiry of the warranty/Guarantee period as prescribed hereinafter.

7.2 The EMD may be forfeited if,

- (a) Tender withdraws his bid in part or in full or modifies his tender, during the period of bid validity specified on the bid form, or
- (b) Make any modification in terms & conditions of tender, which is not acceptable to the Authority, then the Authority shall, without prejudice to any right or remedy, be at liberty to forfeit the EMD absolutely.
- (c) The successful Tenderer fails to furnish in full all the information as required by the tender, withdraws his tender or refuses to sign the contract in accordance with “ 2. Instruction to the Tenderer ” 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 Tenderer after finalization of the tender and no interest will be paid on EMD.

8. Submission of Bid

The submission of bid by any Tenderer shall itself imply that the Tenderer has read and understood the tender documents, contract, terms and condition, wherein, further that he has inspected the site and has made all such inquiries as may be necessary so as to satisfy himself as regards the entire scope of work specified in the tender document. And upon such satisfaction the Tenderer has found himself capable to perform all obligations mentioned under the tender document if adjudged successful bidder.

Tenderer shall be OEM or their authorized agents or Joint Venture (JV) or an Indian lead firm supported by OEM (another firm (s)) (Indian or Foreign). Proof of forming JV on a non-judicial stamp paper of Rs100/- / Authorization letters of supporting firm (s) shall be submitted at the time of submission of bid. However, the successful bidder is required to submit proof of registration of JV before award of work. Experience of individual firm of the JV will also be considered for evaluation.

JV/Consortium may have 2 or more partners. The lead partner should have maximum equity participation. If a Bidder constitutes (under applicable laws) a joint venture they shall submit and comply with the following requirements:-

- a) There shall be a Joint Venture Agreement specific for the contract between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. For the purpose of this clause, the most experienced lead partner will be the one defined. A copy of the Joint Venture

agreement in accordance with requirements mentioned shall be submitted along with the bid.

- b) The bid, and in the case of the successful bidder, the Form of Agreement, etc., shall be signed and/ or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). On award of work, the Form of Agreement and Contract Documents shall be signed by all partners of the Joint Venture to conclude Contract Agreement.
- c) Lead partner shall be nominated as being partner-in- charge; and this authorization shall be evidenced by submitting a power of attorney, duly notarized, signed by the legally authorized signatories of all the partners.
- d) the partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.
- e) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (c) above as well as in the Form of Bid and the Form of Agreement (in case of a successful bidder).
- f) In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the partner-in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract. If the Most Experienced i.e. Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Contractor and Employer will take action under the Conditions of Contract.
- g) Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause (f) above, all the partners of the Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.
- h) The bid submitted shall include all the relevant information as required and furnished separately for each partner.

8.1 In case the Bidder is a Consortium, it shall comply with the following additional requirements:

1. Number of members in a consortium shall not exceed 2 (two);
2. The proposal should contain the information required for each member of the Consortium;
3. Members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity share holding of at least 51% (fifty one per cent) of the paid up and subscribed equity of the RIS Contractor during the License Period. The nomination(s) shall be supported by a Power of Attorney, as per the format at APPENDIX-I (A);, signed by all the other members of the Consortium;
4. The Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
5. The members of a Consortium shall incorporate an appropriate a special purpose vehicle as RIS Contractor under the provisions of Companies Act, 1956, (as their wholly owned subsidiary) to execute the Project, if awarded to the Consortium;

Members of the Consortium shall enter into a binding Joint Bidding Agreement, for the purpose of making the Proposal. The Jt. Bidding Agreement, to be submitted along with the Proposal, shall, inter alia

- (i) Convey the intent to form with shareholding/ ownership equity commitment(s) in accordance with this TENDER, which would enter into the RIS Contract and subsequently perform all the obligations of the bidder in terms of the Contract,
- (ii) Commit that in case such consortium of entities is the Preferred Bidder, the Preferred Bidder shall incorporate a wholly owned special purpose company under the provisions of Indian Companies Act, 1956, as the RIS Contractor; in whose subscribed and paid up capital, the Preferred Bidder shall collectively hold 100% equity during the License Period.
- (iii) The Lead Member of such Preferred Bidder consortium shall at all time during the License Period hold equity equivalent to at least 51% of the subscribed and paid up capital of the RIS Contractor. Further, other consortium members whose technical/financial eligibility shall have been used for the purpose of qualification under this TENDER shall hold at least 26% equity in the subscribed and paid up capital of RIS Contractor/operator during the License Period; Provided however that Authority may in its sole and absolute discretion permit a consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid up capital of the RIS Contractor.
- (iv) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Bidder consortium in relation to the Project until the expiry of the contract.

Except as provided under this TENDER and the Bidding Documents, there shall not be any amendment to the Jt. Bidding Agreement without the prior written consent of the Authority.

No change in the composition of a Consortium will be permitted by the Authority during the Bidding process

6. In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible as per the terms hereunder.

If the Bidder is a public listed company, it shall submit a copy of its Annual Financial statements for the last 3 (three) financial years preceding the Proposal Due Date clearly setting out the relationship of Associates with the entity whose technical/financial capacity is relied upon. In case a bidder [other than a public listed company], relies on the eligibility capacity of its Associates, they shall be required to submit a Certificate from their respective statutory auditors stating that the entity whose Technical/Financial Capacity is considered for the purposes of this TENDER and the Bidder are Associates in terms hereof. In case the experience of Associate is claimed by a Bidder, the Bidder shall ensure that such entity continues to remain its Associate through the term of Contract.

For purposes of this TENDER, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

7. The Bidder shall enclose with its Proposal, to be submitted as per the format at Appendix-I(A), complete with its Annexes, the following:

- (a) Technical Capacity:

For demonstrating the technical capacity, bidder is required to submit the following:

- (i) Project Experience: Certificate of Incorporation of the project company along with certified copies of the audited financial results for last three financial years preceding the Proposal Due Date in case experience is claimed as a owner and/or operator of the Eligible Project
- (ii) Certificate(s) from its statutory auditors or the concerned client stating the nature of association of the bidder with the project(s) for which eligibility is claimed (refer Appendix I - E)
- (iii) In case of operator only, duly notarized Certificate of Incorporation of the owner company (client) as well as of the operator and certificate (work order,

completion certificates/ agreements) from the owner for nature of association for the eligible projects

- (b) Financial Capacity
- (i) Certificate(s) from its statutory auditors specifying the Net Worth of the Bidder, in the financial year preceding the Proposal Due Date and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause. For the purposes of this TENDER, net worth (the “Net Worth”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders.
- (ii) Certificate from its statutory auditors stating the annual turnover of the bidder in relation to the Eligible Projects during each of the preceding three (3) years before the Proposal Due Date.

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

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

Cover -1 :

- a) Scanned Copy of Earnest Money Deposit (Demand Draft in favour of IWAI fund payable at Noida).
- b) Scanned Copy of tender cost (Demand Draft in favour of IWAI fund payable at Noida).
- c) Scanned Copy of Bank Solvency certificate from any nationalized /scheduled bank.

Cover-2

- d) Scanned Copy of Original bid document duly filled in and completed in all respects except prices, signed with rubber seal on each page as a proof of acceptance.
- e) Scanned Copy of a signed declaration stating that no alteration has been made in any form in the downloaded tender document.
- f) 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.
- g) Scanned Copy of acceptance of payment terms clause 14 of “General Conditions of the Contract”.
- h) Scanned Copy of acceptance to all tender terms & conditions to be confirmed.
- i) Scanned Copy of Duly filled “Tender Form”.
- j) Scanned Copy of Duly filled “Warranty Form”.
- k) Scanned copy of pre-bid meeting as proof of acceptance.

Cover -3

- l) Scanned Copy of Audit report / Balance Sheet for the last three years (2011-12 ,2012-13&2013-14)
- m) Scanned Copy of Bidders Registration Certificate
- n) Scanned Copy of Document in the respect of PAN, service tax, VAT number/registration.

Cover-4

- o) Scanned Copy of background of the organization with respect to similar experience and brief description of projects recently undertaken in the relevant field.
- p) 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.

Cover -5

- q) Scanned Copy of compliance statement - Bidder has to clearly mention the name of manufacturer (OEM), Model no. of quoted item, quoted item specifications vis-à-vis specification of item mentioned in this tender document. The bidder has to fill a separate technical compliance statements for each equipments. Merely attaching soft copy of technical literatures /brochures/ book let/any form of printed material without online compliance statement will not be considered. Any deviations from the tender technical specification should be clearly mentioned in the remarks columns of technical compliance statements downloaded from the web site. The bidder has to fill their technical compliance statement against the tender technical specification in the MS Excel format and upload online. The technical compliance form is available online as additional documents. The bidder may use the same for above purpose.
- r) Scanned Copy of detailed technical drawing / literature / brochure of quoted equipment etc in the support / proof of their products / offer technical compliance with seal and signature of bidding Authority shall be uploaded.

Cover-6

- s) Scanned Copies of similar Supply orders and performance certificates / job completion certificates for each individual item for which the bid is submitted (as per clause t) below), 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.

Cover -7

- t) Scanned copy of Joint Venture agreement, if any, signed by JV partners not more than 3 partners duly signed by the notary.

Duly sealed covers containing the hard copies of technical and financial bids will be put in a separate single cover which should be sealed and super scribed as

“Tender for Extension of River Information Services (RIS) System in Farakka -Patna Stretch of NW – I” and “Don’t Open before 6.2.2015 at 1530 hrs”.

The offer, complete in all respects, should be submitted by 1500 hours IST on **6.2.2015** in the office of the **Hydrographic Chief, Inland Waterways Authority of India, A-13, Sector-1, Noida-201301 (UP), India.**

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

The Authority may at its discretion extend the dead line for the submission of bids in accordance with Clause-5 above, in which case all rights and obligation of the Authority and Tenderer previously subjected to the dead line will thereafter be subjected to the dead line as extended.

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

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

The Tenderer shall submit the hard copies of Tender in two sealed covers (apart from online copy) marked “Cover 1st” and “Cover 2nd”. The Cover 1st shall contain the Earnest Money Deposit as mentioned in clause 7 above and technical bids. The Cover 2nd shall contain the Commercial bids. In case the first cover is not submitted with Earnest Money in a proper form, the second cover shall not be opened and rejected summarily. Both the Cover-1 & Cover-2 are to be placed in a single cover super-scribing **“Tender for Setting up of River Information Services (RIS) System in Farakka- Patna Stretch of NW – I”** and shall be received in this Office on or before **1500 hours IST on 2.6.2015** and shall be opened at **1530 hrs on the same day**. Tenderer or his authorized representative may remain present at the time of opening, if they so desire.

9. Period of Validity of Bid

- 9.1 Bid shall remain valid for 180 days from the date of bid closing prescribed by the Authority as per the Clause-8.2 of “ 2. Instruction of the Tenderer .
- 9.2 Notwithstanding Clause – 9.1 above, the Authority may solicit the Supplier’s consent for extension of the bid validity. The request and the response shall be made in writing.
- 9.3 All pages of the bid shall be duly signed by the person/(s) signing the bid. The name and position held by the person signing the bid must be typed or printed below the signature.
- 9.4 The bid shall not contain erased/over writing except as necessary to correct errors by the Supplier in which case the person signing the bid shall initial such correction(s).

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

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

10. Technical Bid

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

- (i) The Earnest Money Deposit and Tender cost as specified in Clause –7 above and item (xxii) mentioned under 10. Technical Bid.
- (ii) Bank Solvency for an amount of not less than 5.0 Crore.

The Bank Solvency should be in the name of the bidder and not in the name of the Manufacturer / OEM. The banker address, issuing Authority , date of issue, contact phone, e-mail ID of Bank are to be mentioned clearly in the Bank solvency.
- (iii) The original tender document duly signed in every page by authorized signatory of the Tenderer , which implies the acceptance of tender terms & conditions, validity of bid, quantity of equipment to be supplied, Delivery, Guarantee, Training etc. mentioned in the tender document,
- (iv) Duly filled / signed “Tender Form”.
- (v) Acceptance of payment terms Clause 14 of “General Conditions of the Contract”.
- (vi) Tenderer has to clearly mention the name of manufacturer (OEM), Model no. of quoted item, quoted item specifications vis-à-vis specification of item mentioned in this tender document, detailed technical drawing / literature / brochure of quoted equipment, accessories etc. and details / method of installation with drawings at site. Besides he has to submit write up on detailed methodology of system integration and commissioning of the entire RIS system. Besides, list of people proposed for O&M/ CAMC of the system for both control stations and repeater stations to be given.
- (vii) Tender has to submit write up on details methodology of system integration and commissioning of entire RIS base system and existing RIS network. Beside, list of people proposed for O&M /CAMC of the systems for both control stations and repeater stations to be given.
- (viii) Document evidence such as manufacturer’s valid registration certificate for manufacturing equipment / Authorization certificate as Dealer / Supplier of reputed brand of the equipment for which the bidder intended to quote.

- (ix) Valid latest Income Tax Return proof / Audit report / Balance Sheet for the last three years and Registration Certificate with attested copies as applicable shall be furnished with the technical bid. Copy of valid PAN Card is also to be submitted.
- (x) Background of the organization with respect to similar experience and brief description of projects recently undertaken in the relevant field. The similar work means, Works successfully completed on Supply, Installation and commissioning of (Overall Maintenance, Security & CAMC for) RIS system OR Vessel Traffic Service (VTS) or Vessel Traffic Management System (VTMS) or AIS Network or / VHF Transmitter net work.
- a) RIS related software should be accompanied by certificates, test reports alongwith procedural documents & other credentials as applicable.
 - b) It should be of proven design & should have been in operation for at least one year. A certificate from the bidder /developer stating the version number of the software being offered for the current tender is to be submitted. An end user certificate from any Water /Port Authority /National Authority having a similar system should be provided
 - c) Should any requirement of any modification/ updates in software arise within 1 year of installation (warranty period), it should be done at the cost of bidder.
 - d) During the warranty period, any updates/ modifications are to be borne by the OEM/bidder. Most of the functionalities of the RIS software has been included in the tender document. However, during testing and before acceptance of the system including the software, if some specification has not been catered for, this must be done at the cost and risk of the bidder
- (xi) Copies of similar supply orders / 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.
- (xii) Average annual financial turnover during last three years ending 31st March of the previous financial year, should be at least Rs.4.0 Crore. 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 :
- (a) Three similar works each costing not less than Rs.4.9.Crore.;
 - or**
 - (b) Two similar works each costing not less than Rs.6.1 Crore;
 - or**
 - (c) One similar work each completed not less than Rs.9.8 Crore

The work experience of OEM /(other than JV partner) shall not be considered for this evaluation. Bidder has to provide work award copy,

work completion certificate indicating date of commencement, date of completion, value of work executed by the bidder for each works for which the bidder is claiming as work for the above experience.

- (xiii) The Tenderer should provide a list of the equipment installed by them in various reputed Govt. / PSU's / Private sector organizations.
- (xiv) Documentary evidence establishing that the Tenderer have local service centers in India with three years experience in maintaining quoted/similar systems and have trained engineers.
- (xv) Documentary evidence about bidder's financial and technical capability necessary to perform the contract / supply order including capacity in terms of personnel for the purpose of carrying out the service.
- (xvi) Documentary evidence such as brochures establishing that the equipment to be supplied by the Supplier conform to the tender document.
- (xvii) The equipment being offered should be based on proven design. This aspect should be clearly stated in the offer.

Proven design means:

- a. One should have executed similar order
 - b. Should have supplied similar equipment
 - c. Should have proven track record of timely delivery without cost overrun.
 - d. Similar equipment supplied should have performed to the satisfaction of the owner.
- (xviii) ***The technical proposal shall not contain any reference to the prices quoted.***
 - (xix) The Tenderer has to submit signed and sealed Warranty Form (as prescribed in this tender document) along with the technical bid.
 - (xx) The Tender shall give a declaration that they have not been banned or de-listed by any Govt. or quasi Govt. agency or Public Sector Undertaking.
 - (xxi) All Tenderer s are cautioned that tenders containing any deviations whatsoever from the terms and conditions, specifications as contained in the tender documents are liable to be rejected as non-responsive. If there is any deviation/condition in respect of any clause, it should be clearly mentioned in the technical bid.
 - (xxii) **Tenderer s using downloaded tender document from the website shall submit the cost of tender document (Rs 1500.00) in the form of separate DD along with EMD, while submitting the bid.**

- (xxiii) Those Tenderer who use downloaded tender shall submit an undertaking in writing that they have not made any material change (deletion/ addition) in the downloaded tender document
- (xxiv) Any other details which Tenderer may feel relevant to carry out the present assignment.

The Envelope containing Technical bid will be sealed and super scribed “**Tender for Setting up of River Information Services (RIS) System in Farakka- Patna Stretch of NW – I- Technical Bid**”

11. Financial Bid

- (i) Separate envelope containing financial bids should be sealed and superscripted as “**Tender for Setting up of River Information Services (RIS) System in Farakka- Patna Stretch of NW – I- Financial Bid**” (apart from online copy)
- (ii) The Tenderer shall complete the price schedule (9. Cost Schedule, Schedule-A) included herein stating the unit price and total prices of equipment, complete in all respect, duly complying all requirements, to be supplied, installed, tested and commissioned under the contract. **Prices quoted by the Tenderer shall remain firm and fixed and valid till the validity time.**
- (iii) The Tenderer shall quote rate in figures as well as in words for amount tendered by him. Special care shall be taken to write the rates in figures and in words in such a way that interpolation is not possible. The total amount shall be written both in figures and in words. In case of figures, the word ‘Rs’ shall be written before the figures e.g. ‘Rs 3.15P’ . In case of words the word ‘Rupees’ shall precede and the word Paise’ shall be written at the end unless the rate is in whole rupee. The figure in word shall invariably be followed by the word ‘Only’. It would invariably be up to two decimal places. While quoting the rate in schedule of quantities in price schedule, the word ‘Only’ shall be written closely following the amount and it shall not be written in the next line.
- (iv) The prices quoted shall be of F.O.R. (Freight On Receipt) destination of the consignees. The Tender shall indicate the rates of Custom duty, excise duty, sales tax, Service tax etc against each item of Price Schedule.
- (v) This will contain prices to be charged for completing the work and will comprise of the bid form and price schedule duly filled in and signed.
- (vi) The prices quoted shall be Basic cost and other taxes (VAT, ST, CST, Road Permit, Octroi etc.), duties (Excise, Custom etc.), insurance, freight, transportation, packing inspection charges, training charges, installation charges and cost of trials etc. separately at the delivery & installation destination. Form No. ‘C’ or ‘D’ & 31/32 will not be issued by the “Authority” Road permit, way bill etc. are to be arranged by the Supplier. Import License and Foreign exchange required, if any, shall be arranged by the Supplier himself. With regard to the import of equipment, “ Authority” will issue only a letter stating that the equipment is for the official use of

“Authority”. However, service tax applicable, if any, as per Govt. of India rules shall be indicated separately in the financial bid.

- (vii) Custom duty has to be paid by the contractor, however the same will be reimbursed, as per actual, on submission of proof of payment of custom duty.
- (viii) If required, End-User Certificate will be provided by “Authority”.
- (ix) Necessary application for obtaining frequency allocation shall be filed by IWAI. However, the same needs to be followed up with WPC by the contractor. VHF and AIS and works on frequency issued by WPC Wing of Ministry of Communication. The license fee, royalty and recurring expenditure will be paid by IWAI.
- (x) Suppliers will have to quote the rate entirely in Indian Rupees. The payment to bidder will be made only in Indian Rupees. No provision exists for payments in foreign exchange to Suppliers.
- (xi) **In addition** Rates and terms & condition for **Comprehensive Annual Maintenance Contract (CAMC)** after expiry of warranty period of 12 months may be specified clearly along with the Cost Schedule (Schedule - C). This rate shall also be considered for evaluation of this tender

12. Bid Opening and Evaluation

The Authority shall open the technical bid in the presence of Suppliers representatives who choose to attend, at the opening time at the location prescribed for submission of bid under Clause-8. Price bids will be opened at a later date after evaluation of technical bids. The opening date for price bids will be informed to the Tenderer whose bids would qualify technically.

Evaluation Criteria of Bid

The Bids shall be evaluated technically and commercially by a Committee. It is mandatory on the part of the bidder to score a minimum of 80 marks for the Technical eligibility.

The commercial bids of only those Technically Qualified bidders shall be opened. Once technically qualified, the bidders will be informed about opening of the commercial bids.

Only base cost without statutory taxes will be considered for evaluation purpose.

The Technical Evaluation shall be carried out in the following areas to ascertain the quality of bid and for technical eligibility:-

SI No.	Area of Evaluation	Max Marks
A	General	15
	A1: Financial Capacity of Tenderer	5
	A2: Details of Project in hand and their status	5
	A3: Accreditation of the firm for quality and other International standards	5
B	Understanding of scope of work	25
	B1: Compliance of General & special conditions incorporated in the tender document	5
	B2: Compliance to technical specifications/ Features of RIS application	15
	B3: Intergaration with other systems (such as VHF transmitters, weather sensors and AIS bas stations) and special features	5
C	PAST EXPERIENCE on undertaking similar works	30
	i. RIS system -	-30 Marks
	ii. VTMS systems-	-28 Marks
	iii. AIS systems -	-26 Marks
	iv. Automated Vehicles Tracking System -	-24 Marks
	v. Integration along communication networks(WAN)	-22 Marks
	vi. System integration & turn key project	-20 Marks
D	Solution proposed	30
	D1: Approach and Methodology for design of the proposed solution	5
	D2: Supply of spare	5
	D3: Customer Support	5
	D4: Training and CAMC proposal	10
	D5: Any other features which enhances the Value of the system	5
	Total =	100

The bidder has to quote 'basic price' only. The bid evaluation will be done on basic price comparison only and other statutory payments like taxes/ VAT/ custom duty /service tax or any other levies as applicable are not for evaluation purpose, but the same will be reimbursed to the successful bidder on submission of original document.

Price bids will be evaluated and compared based on both technical & price bid successful bidder shall selected as per the following evaluation procedure:-

- S_{Tech} = Total points obtained for the above criteria (A), (B),(C),(D).
- The minimum technical score S_{Tech} required to pass is 80 % and technical offers meeting this requirement will qualify for opening of corresponding commercial bids to determine the successful vendor as per the evaluation formula described in the succeeding paragraphs:-

- The formula for determining the Normalized technical bid for selecting the winning proposal is as follows:

$$N_{TS} = 100 \times T / TM$$

Where in N_{TS} is the normalized technical score

T is the technical score (S_{TECH}) of the proposal under consideration.

TM is the highest technical score secured by the any of the bids under consideration

- The formula for determining the normalized financial score is as he following:

$$N_{FS} = 100 \times F_m / F$$

Where N_{FS} is the normalized financial score

F_m is the lowest price amongst the bids under consideration

F is the price of the bid under consideration for calculation of N_{FS}

- Proposals will be ranked according to their combined weighted technical (N_{TS}) and financial (N_{FS}) scores using the weights given below

T = the weight given to the Technical Proposal;

P = the weight given to the Financial Proposal;

Wherein $T + P = 1$ and $T = 0.70$; and $P = 0.30$.

$$FS = N_{TS} \times T + N_{FS} \times P$$

Where FS is the final score.

- The company achieving the highest combined technical and financial score (Final Score – FS) will be invited for acceptance of order.
- The above criteria for evaluation in based on the World Bank, Quality and Cost Based Selection (QCBS) procedure.

13. Clarification of Bids

To assist in the examination, evaluation and comparison of bids, the Authority shall at its discretion call the Tenderer for clarification on its bids including presentation/ demonstration. All responses to request for clarification shall be in writing within stipulated period 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.

14. 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 Tenderer or any obligation to inform the affected Tenderer of the ground for the Authority's action. The Firms will be shortlisted based on technical competence which comprises Hardware/ Software & equipment only. L-1 will be decided after opening of financial bid & thereafter combination of both technical & financial bids will decide the successful bidder.
15. The Authority reserves the right at the time of award of order to increase or decrease the quantity of equipment specified in the NIT/ price schedule without any change in unit prices or other terms and conditions. The successful Tenderer shall be bound to supply the items at the same rate and terms and conditions.
16. The Authority will notify the successful Tenderer in writing that the bid has been accepted. The successful Tenderer will be required to enter into a contract with the Authority in the form given in these documents and has to submit Security Deposit/ Performance Guarantee as per Clause 8 of "General Conditions of the Contract", within 10 days of award of work. Performance Guarantee(s) shall be kept valid till expiry of warranty period of Equipment.
17. The Authority shall forward a draft agreement to the Tenderer along with award of work order. Within 10 days of receipt of such documents the successful Tenderer shall sign the contract on non-judicial stamp paper of Rs. 100/- under the terms and conditions as indicated in the "DRAFT AGREEMENT" forwarded by the Authority. The contract shall be submitted in duplicate.
18. One copy of the Contract furnished to the successful Tenderer as aforesaid shall be kept by the successful Tenderer on each site in good order and the same shall at all reasonable time be available for inspections and use by the "Authority" or his representative or by other Inspecting officers of the Authority.
19. None of these documents shall be used by the successful Tenderer for any purpose other than of this contract.
20. The Authority reserves the right to place order for additional quantity on same terms and conditions and at the approved price. The successful Tenderer shall be bound to supply and carry out the work without increasing the cost and imposing any condition.
21. **Integrity pact**

It is a specific requirement for considering the bid that the Tenderer should sign and submit and 'integrity pact' as per Appendix I-G to be executed between the Tenderer and 'The Authority' along with the bid in a separate envelop super scribed an "Integrity Pact" in cover – 1. Bids not accompanied by a duly signed integrity pact shall be liable for rejection.

3. 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 eprocurement/e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrollment in the eProcurement 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 thro' 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. The original payment instruments should be posted/couriered/given in person to the Tender Inviting Authority within the due date as mentioned in this tender document. Scanned copy of the instrument should be uploaded as part of the offer, if asked for.
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 offline to pay the TFEE/ EMD as applicable and enter details of the instruments.
19. The details of the DD/any other accepted instrument, physically 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 : hc.iwai@nic.in _____

Contact Telephone Numbers : 0120-2543931 _____ Fax

No. : 0120-2522969 _____

In person : _____ Cdr. P.K. Srivastava., Hydrographic Chief _____

3a. DETAILS TO ACCOMPANY TECHNICAL BID (apart from online copy)

- Enclosure I List of any deviation from the enclosed conditions or contract, giving reference to the Article on which the Tenderer proposes to deviate.
- Enclosure II Elaborate technical specification giving details of equipment to be submitted. These should be conforming to the general details given in the technical specification enclosed with the tender documents.
- Enclosure III List of any deviations from the enclosed basic technical specification giving reference to the Clause of specification which the Tenderer proposes to deviate from and reason for such deviations.
- Enclosure IV Detailed Supplier's specifications and drawing(s) of the equipment, showing the correct sizes of equipment offered.
- Enclosure V Delivery, installation & training schedule of equipment shall be enclosed, indicating tentative dates of all major stages. Detailed commentary on training.
- Enclosure VI Particulars of collaborators / agents, with whom the Tenderer , wishes to associate for supply of equipment, along with the details of scope of work.
- Enclosure VII The Details of the Installation of River Information Services (RIS) with diagram.
- Enclosure VIII List of Spare parts & consumables for all equipment for 3 years operation along with their quotation & source on unit rate basis; all inclusive for delivery at "Authority" Regional offices as indicated in the delivery schedule. The list should be based on historic figures for which a detailed commentary shall be submitted by the Tenderer. The cost of spares indicated shall not be considered for commercial evaluation.
- "Authority" reserves the right to select the spare parts from the above list at its sole discretion and place order for them. These spare parts, suitably packed, will have to be delivered along with the equipment, if ordered by "Authority". However, payment for the same would be made separately by "Authority".
- Enclosure IX A copy of duly signed integrity pact as per sample in a separate cover

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1. DEFINITIONS

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) **Vice-Chairman:-** Means Vice-Chairman of Inland Waterways Authority of India
- (c) **Member (Technical) :** means Member (Technical) of the Authority.
- (d) **Hydrographic Chief :** means the Hydrographic Chief of the Authority.
- (e) **Chief Engineer:** means the Chief Engineer of the Authority.
- (f) **Director** means the Director of the Authority, as the case may be.
- (g) **Deputy Director** means the Deputy Director of the Authority, as the case may be.
- (h) **Senior Hydrographic Surveyor** means the Senior Hydrographic Surveyor of the Authority, as the case may be.
- (i) **Assistant Hydrographic Surveyor** means the Assistant Hydrographic Surveyor of the Authority, as the case may be.
- (j) **Assistant Director** means the Asstt. Director of the Authority, as the case may be.
- (k) **Engineer-In-Charge (EIC)** means the Engineer officer authorised to direct, supervise and be In-charge of the works for the purpose of this contract who shall supervise and be in charge of the work. For this work Hydrographic Chief, IWAI is the EIC
- (l) **Engineer-in-charge representative** shall mean any officer of the Authority nominated by the Engineer-in-charge for day to day supervision, checking, taking measurement, checking bills, ensuring quality control, inspecting works and other related works for completion of the project.
- (m) **Supplier:-** Means the Company, Firm, person or person who's tender has been accepted by the Authority and includes Supplier's successors, representatives, heirs, executors and administrators unless excluded by contract.

- (n) **Authority:-** Means Inland Waterways Authority of India, a statutory body set up under Inland Waterways Authority of India Act 1985 in the Ministry of Shipping, Government of India, represented by Chairman, IWAI and includes therein-legal representatives, successors and assigns.
- (o) **Government:-** Means the Government of India.
- (p) **Drawings:-** Means the drawing as specified in the specifications. The expression “Work” means all the works specified or set forth and required in and by the said specifications, are drawing and schedule or to be implied there from or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings being in conformity with the said original specifications, drawing and a schedule and also in such additional instructions and drawing not being in conformity as aforesaid as shall from time to time, during the progress of the work hereby contracted for, be supplied by the Supplier.
- (q) **Equipment:-** Means River Information Services (RIS) to be delivered and installed in accordance with the contract and with modification, if any, as mutually agreed upon. All the equipments/ items which is manufactured by reputed yard/ firm shall be of accredited international brands. Proven Indian products of internationally acclaimed brand will also be considered. However, assembled equipment will not be acceptable.
- (r) **Purchaser:-** Means” INLAND WATERWAYS AUTHORITY OF INDIA” represented by Chairman and includes his successor, assignees.
- (s) **Test:-** Shall mean test or tests as are prescribed by the specification to be made by the supplier/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 Installation.
- (t) **Site** means the waterway and / or other places through which the works are to be executed.
- (u) **Variation:-** Variation includes alterations, amendments, omissions addition or suspensions of the work.
- (v) **Contract:** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent Authority on behalf of the Chairman, Inland Waterways Authority of India and the contractor, together within the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another

- (w) **Contract sum;** means the amount arrived at by multiplying the quantities shown in the schedule of quantities and price by the respective item rates as allowed.
- (x) **Work Order** means a letter from the Authority conveying the acceptance of the tender / offer subject to such reservations as may have been stated therein.
- (y) **Day :** means a calendar day beginning and ending at mid-night.
- (z) **Week :** means seven consecutive calendar days
- (aa) **Month :** means the one Calendar month.

ii) MARGINAL HEADING

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

iii) WORDS IMPARTING SINGULAR

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

2.

- (a) **PARTIES :-** The parties to the contract are the supplier and the purchaser.

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

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

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

- (i) For all purposes of the contract including arbitration there under, the address of the supplier mentioned in tender shall be the address to which all communication addressed to the supplier shall be sent, unless the supplier has notified a change by a separate letter containing no other communication and sent by registered post due to Hydrographic Chief, Inland waterways

Authority of India, A-13, Sector-1, NOIDA, Gautam Budh Nagar District (U.P.) 201 301. The supplier shall be solely responsible for the consequence of an omission to notify a change or address in the matter aforesaid.

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

3. AUTHORITY OF CHAIRMAN

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

4. DELEGATION OF POWERS

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

5. RESPONSIBILITY OF THE SUPPLIER FOR EXECUTION OF THE CONTRACT

I) RISK IN THE SUPPLY OF EQUIPMENT

The Supplier shall perform the contract in all respects in accordance with the terms and conditions thereof. The Equipment and every constituent part thereof, whether in the possession or control of the supplier, his agents or employees or in the joint possession of the supplier, his agents or employ and the purchaser, his agent or employees shall remain in every respect of at the risk of the supplier until their actual delivery to the representative at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the schedule as interim consignee for the purpose of dispatch to the consignee. The supplier shall be responsible for all loss, destruction, damage or deterioration of or to the Equipment from any cause whatever while the Equipment after approval by the inspector are awaiting delivery or are on the course of transit from the supplier to the consignee or, interim consignee as the case may be.

(II) RESPONSIBILITY FOR COMPLETENESS

Irrespective of any inspection and tests made by the inspector, the supplier shall be entirely responsible for the proper execution of the contract

notwithstanding any approval, which may have been given by the inspector or the supplier.

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

(III) SUBLETTING THE CONTRACT

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

(a) CHANGES IN A FIRM

- (i) Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Chairman on behalf of Authority which may be granted only upon acceptance of a written undertaking by the new partner to perform the contract of accept all liabilities incurred by the Firm under the contract prior to the date of such undertaking.
- (ii) On the death or retirement of any partner of the supplier firm before complete performance of the contract the Chairman on behalf of Authority may, at his opinion cancel the contract and in such a case the supplier shall have no claim whatsoever to compensation against the purchaser.
- (iii) If that the contract is not determined as provided in sub-Clause (ii) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the partnership Act has been sent by him to the Chairman registered post acknowledgement due.

(b) CONSEQUENCE OF BREACH

Should the supplier or a partner in the supplier firm commit breach of either of the conditions(II) or (III) (a) (i) of this sub Clause it shall be lawful for the Chairman to cancel the contract and purchase or authorize the purchase of the Equipment at the risk and cost of the supplier and in that event the provisions of Clause 25 of GENERAL CONDITIONS AND CLAUSE 12 OF SPECIAL CONDITIONS shall as

far as applicable. The decision of the Chairman on behalf of Authority as to any matter or thing concerning or arising out of this sub-Clause or any question whether the supplier or any partner of the contract firm has committed a breach of any of the conditions in this sub-Clause contained shall be final and binding on the contract.

(IV) ASSISTANCE TO THE SUPPLIER

- (a) The Supplier shall solely be responsible to procure any equipment or obtain any import or other license or permit required for fulfillment of the contract and the grant by the Chairman or any other Authority of a quota certificate or permit required under any law for distribution or acquisition of equipment or any other commodity or any other form of equipment, or any other commodity or any other form of assistance in the procurement of the equipment aforesaid, shall not be construed as a representation & the part of the purchase that the equipment covered by such license or permit quota certificate is available or constitute any promise, undertaking or assurance on the part of the purchaser regarding the procurement of the same or effect any variation in the rights and liabilities of the parties under the contract. But, if by reason of any such assistance as aforesaid, the supplier obtains any equipment at less than their market price or the cost of production of the Equipment is lowered, the price of the Equipment payable under the contract shall be reduced proportionately and the extent of such reduction shall be determined by the Chairman whose decision shall be final and binding on the supplier.
- (b) Every agreement made by Chairman on behalf of Authority to supply or give assistance in the procurement of equipment, whether from the Govt. Stock or by purchase under permit or release order issued by or by any officer empowered in that behalf of Govt. shall be deemed to be subject to the condition that it will be performed with due regard to other demands and only if it is found practicable to do so within the stipulated time and the decision of the Chairman on behalf of Authority whether it was practicable to supply or give assistance as aforesaid or not shall be final and binding on the supplier.

6. INABILITY TO PERFORM CONTRACT

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

7. QUOTATION OF RATES BY SUPPLIER

The price(s) quoted by supplier shall be firm with no provision for any deviation as per in the item No. 9. Cost schedule. All the price(s) quoted shall be indicated

both in figures and in words. The price(s) quoted shall be Basic cost and other taxes (VAT, ST, CST, Road Permit, Octroi etc.), duties (Excise, Custom etc.), insurance, freight, transportation, packing inspection charges, training charges, installation charges, cost of trials, any other material and consumables required for the work etc. separately at the delivery & installation at IWAI field offices, (as the case may be) India. Form No. 'C' or 'D' & 31/32 will not be issued by the "Authority". Import License and Foreign exchange required, if any, shall be arranged by the Supplier himself.

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

8. SECURITY DEPOSIT

1. Security Deposit including EMD already submitted will be 5% (five percent) of the contract value of the work. The EMD received from successful Tenderer will be converted as Security Deposit on signing of the agreement. **Balance Security Deposit (i.e. Total 5% SD deducting EMD submitted with technical bid) shall be paid in the form of Demand Draft before signing of Agreement.** The Bank Guarantee towards Security Deposit is also acceptable. Security deposit is also accepted through RTGS .

- (a) Name of Bank Account: IWAI FUND
- (b) Bank Name & Address: Syndicate Bank,
Transport Bhawan, Parliament Street, New Delhi
- (c) Bank Account Number : 90622150000086
- (d) IFSC : SYNB0009062

In addition two separate PBGs shall be submitted from a nationalized/scheduled bank within 10 days of award of work for an amount of equal to 5% of the work contract value (supply ,installation, commissioning, training and acceptance) and service value and service value (CAMC and O&M) of work respectively. The PBG for equipment part shall be kept valid till expiry of warranty period & service PBG (schedule C&D) shall be valid till entire contract period. The value of BGs will be intimated at the time of award of work.

There shall not be any additional payment to the supplier for obtaining bank guarantees.

2. No claim shall lie against the purchase either in respect of interest or any depreciation in value of any security.
3. If the supplier fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Chairman or his duly authorized representative to forfeit either in whole or in part, the security deposit/encash the Performance Guarantee furnished by the supplier. If the supplier duly performs and completes the contract in all respect and presents in absolute

“NO DEMAND CERTIFICATE” in the prescribed form, the Chairman on behalf of Authority shall refund the Performance Guarantee(s) and security deposit to the supplier after deducting all costs and other expenses that the purchaser may have incurred and all dues and other money including all losses and damages which the purchaser which is entitled to recover from the supplier.

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

- i. All the property of the Authority of purchaser loaned whether with or without deposit to the supplier in connection with the contract shall remain the property of the Authority or the purchaser as the case may be. The supplier shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.
- ii. All such property shall be deemed to be in good condition when received by the supplier unless he shall have within seven days of the receipt thereof notified the Chairman to the contrary. If the supplier fails to notify and defect in the condition or equality of such properties he shall be deemed to have lost the right to do so at any subsequent stage.
- iii. The supplier shall return all such property in good condition. The supplier shall be able for loss or damage to such property in the possession of or under the control of the supplier, his employees or agents and responsible for the full value thereof to be assessed by the Chairman on behalf of Authority whose decision shall be final and binding on the supplier.
- iv. Where such property is insured by the supply against loss or fires at the request of the Authority or the purchaser such insurance shall be deemed to be effected by way of additional precaution and shall not prejudice the liability of the supplier as aforesaid.

10. CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT

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

11. TIME AND DATE OF COMPLETION OF WORK

The time and date stipulated in the tender for the completion of the work shall be deemed to be the essence of the contract. In case of delay the supplier shall in addition to other liabilities mentioned in the special conditions of contract be liable for all cost of inspection, which may be incurred after the date on which the work ought to have been completed

12. PROGRESS REPORT

- (1) The supplier shall from time to time tender reports concerning the progress of the contract in each form as may be required by the Chairman on behalf of Authority.
- (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 Chairman or his representative on completion of supply and delivery of the Equipment by the supplier with the report that the Equipment are ready for installation. The supplier shall pay all the fees in connection with the certificates and all royalties or incurred other fees during the Supply of the Equipment.

14. (A) PAYMENT

Subject to any deduction and addition authorized by and to the other provision of this contract Authority shall apply to supplier for the supply, testing installation and training at specified destination the **River Information Services (RIS) including import and customs Duty** and for all other works, matters, things and obligations to be executed, done, supplied and performed by the supplier under this contract including the provision of the spare parts as specified (which said amount is herein called the contract price) by the time and in the manner following viz.:

a) PAYMENT FOR MATERIAL (Schedule A, B & C)

- (i) 65% (sixty five percent) of the supply value (Schedule A & B) will be paid within 30 days of delivery in good condition, without any transit damage. Inspection of Equipment will be carried out in their Physical condition only and no trials for the equipments supplied at respective IWAI field offices will be done, the supplier will furnish the bill duly certified by the "Authority" authorized representative for delivery in good condition. The Officer-in-charge of the Authority at Field office or their representatives, having received the items in good condition, would certify the bills within 15 days of supply. The payment will be released by IWAI, NOIDA after deducting balance SD.

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

- (ii) **15 % (Fifteen percent) of the supply value (Schedule A & B) will be paid after satisfactory installation, commissioning and successful completion of 4 (Four) days training for equipments to “Authority” personnel, complete in all respect at respective IWAI, field offices. The respective officer in charge of the authority or their representative would certify the installation & training within 15 days of completion of training & installation. The payment will be released by IWAI, NOIDA. In case of part work, payment shall be made on pro-rata basis Regional office wise.**
- (iii) **10% (Ten percent) payment of the supply value (Schedule A & B) shall be made after acceptance of entire system. (i.e after 2 months from the dates of commissioning and successful operation of entire systems) The respective officer in charge of the authority or their representative would certify for installation & training within 15 days of completion of training & installation. The payment will be released by IWAI, NOIDA.**
- (iv) **Balance 10% payment of the supply value (Schedule A & B) after warranty period or submission of BG for equivalent amount valid till warranty period.**
- (v) **Payment against installation can only be released after successful installation and commissioning of the equipment/ system. However, delay, if any including that of land acquisition on the part of IWAI will not be considered under L.D. clause.**

b) PAYMENT FOR OVERALL MAINTENANCE, OPERATION AND SECURITY OF RIS SYSTEM FOR A PERIOD OF ONE YEAR (Schedule C)

- i). **50% (Fifty) amount of the Schedule C shall be paid after 6 (six) months of deployment of manpower and balance 50% (Fifty) shall be paid after one year. In other words payment shall be paid half yearly. The period starts from the date of deployment of manpower.**
- ii). **Attendance register shall be submitted by the Supplier monthly on or before the date fixed by the Engineer –in-Charge for the personnel deployed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the attendance register or any intermediate inspection thereof.**
- iii). **Payment on account for amount admissible shall be made by the E-I-C certifying the sum to which the Supplier is considered entitled by way of payment for the personnel deployed after deducting there from the amount already paid, the security deposit and such other amount as may be withheld / deductible or recoverable in terms of the contract.**

c) PAYMENT FOR CAMC SYSTEM FOR A PERIOD OF THREE YEARS (Schedule D)

- i). **50% (Fifty) amount of the Schedule D for each year shall be paid after 6 (six) months of deployment of manpower and balance 50% (Fifty) shall be paid after one year . In Similar way for 2nd and 3rd year payment shall be made. In other**

words payment shall be paid half yearly. The period starts from the date of deployment of manpower.

- ii). Attendance register shall be submitted by the Supplier monthly on or before the date fixed by the Engineer –in-Charge for the personnel deployed. The Engineer-in-Charge shall then arrange to have the bills verified with reference to the attendance register or any intermediate inspection thereof.
- iii). Payment on account for amount admissible shall be made by the E-I-C certifying the sum to which the Supplier is considered entitled by way of payment for the personnel deployed after deducting there from the amount already paid, the security deposit and such other amount as may be withheld / deductible or recoverable in terms of the contract.

d) RELEASE OF PERFORMANCE GUARANTEE AND SECURITY DEPOSIT

Performance Guarantee and Security Deposit will be released on expiry of Contract period i.e after completion of 3 years CAMC period subject to Clause 8 in general conditions of contract or final settlement of all claims of the purchases under the terms of contract whichever occurs later. The SD and PG will be released by IWAI, NOIDA

No part payment will be allowed against the contract prices, other than 65% first stage payment as mentioned in clause 14(a) (i)(ii).

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

(B) SYSTEM OF PAYMENT

The payment will be released to the contractor by crossed cheque/RTGS mode from Banker of IWAI.

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

15. WITHOLDING AND LIEN IN RESPECT OF SUM CLAIMED

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the supplier, the purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, deposited by the supplier and for the purpose aforesaid the purchaser shall be entitled to withhold the said security deposit furnished and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the supplier, the purchaser shall be entitled of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the supplier under the same contract or any other contract with the purchaser or the

government or any person contracting through the Chairman pending finalization or adjudication of any such money so withheld or retained under the lien referred to above, by the purchaser will claim arising out of or under the contract is determined by the arbitrator.

16. INDEMNITY

The supplier 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 design or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall at his own expense either settle any such dispute or conduct and litigation's that may arise there from.

17. CORRUPT PRACTICE

- (i) The supplier shall not offer or to give to any person in the employment of the purchaser or working under the orders of the Chairman any gift of consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or favour or disfavour to any person in relation to the contract or any other contract with the purchaser.
- (ii) Any breach of the aforesaid condition by the contract, or any one employed, by him or acting on his behalf (whether with or without the knowledge of the supplier) or the commission of any offence by the supplier or by any one employed by him or acting on his behalf under chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption by public servants shall entitled the Chairman on behalf of Authority to cancel the contract and all or any loss arising from such cancellation in accordance with the provisions of special condition and general conditions.
- (iii) **Integrity pact**

It is a specific requirement for considering the bid that the Tenderer should sign and submit and 'integrity pact' as per clause 21 of 'Instruction to the bidder' chapter.

18. INSOLVENCY AND BREACH OF CONTRACT

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

- (i) If the supplier being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or other for administration of his estate made against him or shall take any proceeding for

composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment of if the firm be dissolved under the partnership act, or

- (ii) If the supplier being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the debenture holders is appointed or circumstances shall have arisen which entitled the court or debenture-holders to appoint a Receiver, Liquidator or Manager, or
- (iii) If the supplier commits any breach of the contract not herein specifically provided for : provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser. For any extra expenditure is thereby put to and the supplier shall under no circumstances be entitled to any gain on re-purchase.

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 supplier and the Authority in relating to or in connection with contract shall be referred for arbitration in the manner provided a under and to the sole arbitrator appointed as follows:

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

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

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

- 19.4 The arbitrator with the consent of the parties can enlarge the time, from time to time to make and publish his award.
- 19.5 The arbitrator shall give reasons for the award
- 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.
- 19.8 Arbitration proceedings shall be held at New Delhi.

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

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

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

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

20. LAWS GOVERNING THE CONTRACT

- a. This contract shall be governed by, the laws of India for the time being in force.
- b. 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.
- c. Jurisdiction of Courts the courts of the place (New Delhi / NOIDA) from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of contract.

21. APPEAL

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

22. CHAIRMAN'S CERTIFICATE TO BE FINAL

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

23. 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.

24. STANDARD BREAK CLAUSE

- (i) The purchaser shall in addition to this power under other Clause to determine this contract have power to terminate his liability there under at any time by giving one month (or such shorter period as may be mutually agreed) notice in writing to the supplier of the purchaser's desire to do so and upon the expiration of the notice the contract shall be determined without prejudice to the rights of the parties accrued to the date of determination but subject to the operation of the following provisions of this Clause.
- (ii) In the event of this, notice being given the Purchaser shall be entitled to exercise as soon as may be reasonable practicable within that period the following powers or any of them: -
 - (a) To direct the Contract to complete in accordance with the contract all or any equipment, parts of such equipment or components in course of manufacture at the expiration of the notice and to deliver the same at such rate of delivery do may be mutually agreed or in detail of agreement at the contract rate. All articles delivered by the supplier in accordance with such directions and accepted shall be paid at a fair and reasonable price assessed in the basis of the contract price when it exists.
 - (b) To require the supplier on receipt of the notice of termination.
 - (1) Immediately to take such steps as will ensure that the production rate of the articles specified in the schedule and parts thereof is reduced as rapidly as possible.
 - (2) As far as possible consistent with (I) above to concentrate work on the completion of parts already in partly manufactured state: and
 - (3) To terminate on the best possible terms such orders for materials and parts bought out in a partly manufactured or wholly manufactured state as have not been completed, observing in this connection any directions

given under this paragraphs (a) and (b) (I) and (II) above as far as this may be possible.

In the event on such notice being given provided the supplier has reasonably performed all the provisions of the contract binding upon him down to the date of this notice.

- (c) The purchaser shall take over from the supplier at a fair and reasonable price (assessed on the basis of the contract price of the completed articles), all unused, undamaged and acceptable materials, bought out components and articles in the course of manufacture in possession of the supplier at the expiration of the notice and properly provided by or supplied to the supplier for the performance of this contract except such materials, bought out components are supplied to the supplier through the intervention of the purchaser or on his behalf:-
 - (1) The said fair and reasonable price shall be assessed on the basis of the cost price of such materials and
 - (2) If the supplier elects to retain any materials bought-out components and articles as in this Clause provided, he shall settle all claims of supplier in respect of the materials supplied to him as aforesaid including any claims to any extra charge (if the original stipulated terms has been concessional) and shall keep the purchaser indemnified against the same:
- (d) The supplier shall deliver in accordance with the direction of the Purchaser all such unused, undamaged and acceptable materials, in course of the manufacture (except as aforesaid) taken over by or previously belonging to the Purchase and their Purchaser shall pay to the supplier fair and reasonable handling and delivery charges therefore,
- (e) The Purchaser shall indemnify the supplier against the commitments, liabilities or expenditure which in the opinion of the Purchaser are reasonable and properly chargeable by the supplier in connection with the contract to the extent to which the Purchaser is satisfied that such commitments, liabilities or expenditure would otherwise represent and unavoidable loss by the supplier by reason of the termination of the contract. Provided that in the event of the supplier not having observed any direction given to him under the sub Clause (2) hereof the Purchaser shall not be liable under the sub Clause to pay any sums in excess of those for which the Purchaser would have been able had the supplier observed that direction.
- (iv) If in any particular case exceptional hardship to the supplier should arise from the operation of this Clause it shall be open to the supplier to refer the circumstances to the Chairman acting on behalf of the Purchaser who on being satisfied that such hardship exists shall make such allowance if any as in his opinion is reasonable.
- (v) The Purchaser shall not in any case be liable to pay under the provisions of the Clause any such sum which when taken together with any sums paid or due to

becoming due to the supplier under this contract shall exceed the total price of the article specified in the schedule payable under this Contract.

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

(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.

25. Suspension of Work

25.1 The Employer may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

25.2 The Employer may also notify the cause for the suspension. In such a case clause related to L.D shall not apply.

25.3 Consequences of Suspension

If the Contractor suffers delay and/or incurs Cost from complying with the Employer's instructions under Sub-Clause "Suspension of Work" and/or from resuming the work, the Contractor shall give notice to the Employer subject to:

(a) An extension of time for any such delay, if completion is or will be delayed, and

(b) Payment of any such Cost, which shall be added to the Contract Price.

The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect or secure store in accordance with Sub-Clause "Suspension of Work".

25.4 Payment for Plant and Materials in the event of Suspension

The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials that have not been delivered to Site, if

(a) The work on Plant or delivery of Plant and/or Materials has been suspended for more than 28 days, and

(b) The Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Employer's instructions.

25.5 Prolonged Suspension

If the suspension under Sub-Clause “Suspension of Work” has continued for more than 90 days, the Contractor may request the Employer’s permission to proceed with the work. The contractor may commence the work after getting permission from the Employer. If the suspension affects the whole of the Works, the Contractor may give notice of termination.

25.6 Resumption of Work

After the permission or instruction to proceed is given, the Parties shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension.

26. Termination by Employer

26.1 The Employer shall terminate the Contract if the Contractor:

- (a) Fails to comply with Sub-Clause “Performance Gurantee” or with a written instruction/ notice from the Engineer-in-charge
- (b) Abandons the Work or otherwise plainly demonstrates the intention not to continue performance of his obligation under the Contract,
- (c) Without reasonable excuse fails to proceed with the Commencement of work,
- (d) Subcontracts the whole of the Works or assigns the Contract without the required agreement,
- (e) Becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or
- (f) Gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
 - i. For doing or forbearing to do any action in relation to the Contract, or
 - ii. For showing or forbearing to show favour or disfavour to any person in relation to the Contract, or
 - iii. If any of the Contractor’s Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph. However, lawful inducements and rewards to Contractor’s Personnel shall not entitle termination.

In any of these events or circumstances, the Employer may, upon giving 15 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e) or (f), the Employer may by notice terminate the Contract immediately.

The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise. The Contractor shall then leave the Site and deliver any required Goods, all Contractors' Documents, and other design documents made by or for him, to the Employer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any sub-contract, and (ii) for the protection of life or property or for the safety of the Works.

After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.

The Employer shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, the Employer may sell these items in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

26.2 Valuation at Date of Termination

As soon as practicable after a notice of termination under Sub-Clause "**Termination by Employer**" has taken effect, the Employer shall proceed to determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

26.3 Payment after Termination

After a notice of termination under Sub-Clause "**Termination by Employer**" has taken effect, the Employer may:

- (a) Proceed in for Employer's claims.
- (b) With-hold further payments to the Contractor until the costs of design, execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and/or
- (c) Recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause "Valuation at Date of Termination". After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.

26.4 Employer's Entitlement to Termination

The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 30 days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor.

After this termination, the Contractor shall proceed for removal of Contractor's Equipment and shall be paid in accordance with the sub-clause "payment after termination".

5. SPECIAL CONDITIONS OF CONTRACT

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1. **PERFORMANCE OF THE WORK**

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

2. **SPECIFICATION**

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

3. **COMPATIBILITY WITH OTHER RIS SYSTEM ON NW1**

The National Waterway I (NW1) stretches from Allahabad to Haldia covering a distance of 1620 KM. A RIS System from Haldia to Farakka is presently under implementation. In future, there is plan to extend the RIS from Patna to Varanasi. It is envisaged that the entire stretch of waterway shall have seamless data information and also voice compatibility. In view of the above, successful bidder shall ensure for compatibility with present and future RIS System in respect of AIS Messages and voice communication. The Authority shall strive to coordinate with all the contractors in achieving this objective.

4. **TRAINING**

- a) 5 (Five) days on site training on completely installed condition of River Information Services (RIS) at respective station is to be imparted.
- b) Training to be imparted to "Authority" employees / Surveyors through hardware / software specialist. The training is aimed for making "Authority" Surveyors / staff familiar and capable for operating the systems independently after the training and also for rectification of trouble shooting with the system if any during operation. Training would be given by Equipment/software experts who should be able to clarify all queries raised by "Authority" at the time of training itself.
- c) Supplier should be able to troubleshoot the problem within a week of reporting by "Authority" in the form of after sales support during warranty period.
- d) All expenditure towards software / hardware experts, transportation, accommodation/ lodging etc. for installation of equipment and training shall be deemed to be included in the rate offered. No additional payment in this regard shall be considered.

- e) The Nos. of trainees undertaking the training shall be at the discretion of IWAI. The maximum no of trainees shall be limited to 15.
- f) Successful bidder has to submit the training programme, along with one set of training material, at least two weeks in advance for approval of “Authority” so as to ensure the availability of survey launches, Surveyor etc.

5. INSTALLATION

The land for installing the RIS system will be acquired and provided by IWAI.

Supplier will install the River Information Services (RIS) within 90 days after delivery of the equipment or as directed. The Installation of River Information Services (RIS) at Base Stations and Control Stations shall be carried out as per tender provisions and/or as directed by Engineer-in-Charge, IWAI or his representatives depending upon the actual site conditions. All safety precautions during installations/post installations has to be ensured/carried out by the successful bidder. No additional cost to this account shall be allowed.

6. (a) GUARANTEE FOR THE EQUIPMENT SUPPLIED / FITTED

6.1 The contractor will be required to obtain and furnish an undertaking from the OEM to the effect that OEM (General spares suppliers) 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 Five years from the date of the receipt of the equipment.**

6.2 The supplier shall guarantee/warranty to the Authority that the equipment and services supplied under the contract will strictly comply with the contract and shall be first quality in each respect and shall be free from defects. The supplier shall further guarantee/warranty to the Authority that all materials and supplies furnished by the supplier for the purpose of the equipment will be of the most suitable grade, and for their intended purposes. The supplier shall further guarantee/warranty that the services to be carried out under this contract will conform with generally accepted professional standards.

6.3 **This guarantee/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 guarantee/warranty period, the supplier 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.

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

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

6.6 Without prejudice to clause 6.4 and 6.5, the supplier shall promptly correct, at no cost to the Authority any defect in any work of correction performed pursuant to clauses 6.4 and 6.5 above, upon receipt of written notice of defect within 15 days from acceptance of the corrected defect.

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

6.8 During the aforesaid process of guarantee/warranty rectification, the contractor shall ensure the operational availability of the system at no extra cost to the Authority.

6 (b). COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

Rates and terms & condition for **Comprehensive Annual Maintenance Contract (CAMC)** for a period of 3 (three) years after expiry of warranty period of 12 months shall be clearly specified in the tender which will be considered for evaluation of this tender.

7. VARIATIONS (i.e. MODIFICATION IN DESIGN AND DIMENSION)

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

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

8. SUPPLIER TO SUPPLY, INSTALL, TEST AND DELIVER THE EQUIPMENT

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

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

9. EARTHING/LIGHTNING PROTECTION

The contractor shall ensure sufficient measures for earthing and lightning protection. Maintenance free chemically treated earth pit as per prevailing BIS/BSEB specifications shall be provided. Physio electric type of lightning arrestor is to be provided for protecting the equipments, mast, light structures against lightning. Sufficient protection shall be provided against surge voltage.

10. FAT and SAT.

Factory acceptance test of the all the equipment shall be carried out at Manufacturer’s work by the representatives of the authority. It shall be incumbent upon the contractor to facilitate such testing including facilitation of test equipment and testing facilities. A detailed commentary on the FAT procedure to be carried out shall be submitted by the bidders along with the bid. Notwithstanding the foregoing, apart from the FAT all the equipment will be subjected to Site Acceptance Test ,by the authorized representatives of the individually as well as in the network. The contractor shall furnish a detailed procedure for the SAT. For both FAT and SAT, the contractor shall give a 15 days notice alongwith test details to be carried out for perusal and acceptance by the authority. The cost towards travels and lodging for FAT/SAT shall be borne by the contractor.

11. REPLACEMENT OF DEFECTIVE WORK, MATERIAL AND FITTINGS

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

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

12. INSTALLATION TRIALS

Forthwith after the installation of the equipment in manner expressed in the last proceeding "Clause 5". Installation", the equipment shall undergo installation trials for 4 (Four) days, in the presence of the Chairman/ representative and the Inspecting Authority/ or their authorized representative at any place as mutually agreed upon in accordance with the provisions of the specifications and as directed by the Chairman or the Inspecting Authority.

13. DELIVERY

The completion of delivery will be at IWAI, Patna Office within 6 months from the date of issue of work order or 3 months from the date of allocation of frequency The installation, testing and commissioning shall be completed within 3 months period from the date of delivery of equipment.

Schedule	ITEMS	QTY (No)
A	Base Stations	6
B	Control Station	1

The bidder while submitting contract to (signing contract with) the Authority will submit brief schedule of delivery, installation & training. The equipment supplied will bear the manufacturer's serial numbers. The hardware manuals should be supplied in original.

The Authority will accept no transportation delay.

The supplier shall comply with all the relevant rules of the Government of India 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 on account of the Supplier to meet such requirements; any such increased cost shall be borne by the supplier.

The Break up details of delivery of River Information Services (RIS) at IWAI Patna office is:-

Sl. No	Delivery at IWAI Regional Offices	Quantity
1	The Director INLAND WATERWAYS AUTHORITY OF INDIA, (Ministry of Shipping, Road Transport & Highways, Govt. of India)	1 RIS Systems

IWAI warehouse at the location may be utilised for storage. However the safety including damages and security of the materials shall be the responsibility of the vendor and any claim on this account shall not be entertained by the Authority.

13. (i) THE LOCATION OF INSTALLATION OF RIS BASE STATION SYSTEM:-

<i>Sl.No</i>	<i>Locations</i>	<i>Quantity</i>
1	Sahibganj	Base Station – 1 No
2	Kahalgaon	Base Station – 1 No
3	Sultanganj	Base Station – 1 No
4	Semeria	Base Station – 1 No
5	Barh	Base Station – 1 No
6	Patna	Control Station -1 No & Base Station – 1 No

Note:- Location may vary depending upon availability of land within a radial distance of about 5 Km. The position of stations will be informed at the time of award of work.

The installation of RIS System indicated above may subject to change depending upon the availability of land or as directed by the Director, IWAI, Patna.

No extra charges are admissible to the Supplier in this regard by the Authority. Only quoted rate for the particular site for installation is payable by the Authority.

Land will be acquired by IWAI. Site preparation including leveling of land if required, will be done by IWAI. All the Civil works including provisions of boundary wall /fencing will also be done by IWAI.

(a) **Spare parts**

The manufacturer recommended spare parts as required to be supplied under the contract shall be supplied and delivered to the representative of IWAI at respective IWAI field offices at the expense of the supplier.

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

Tenderer should also submit the specification & prices of spares / accessories of equipment may required to supply spares in future,e.g. Memory card, Antenna, Cable etc.

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

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

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

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

(d) **DELIVERY SCHEDULE**

SL No	ITEMS	PERIOD
1	Award of work order	ZERO DATE
2	Submission of Performance Guarantee (5 % of Contract Value) in the form of DD/BG	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 instruments	THE DELIVERY PERIOD SHALL BE 6 MONTHS FROM THE DATE OF ISSUE OF WORK ORDER OR 3 MONTHS FROM THE DATE OF ALLOCATION OF FREQUENCY, WHICHEVER IS LATER. THE INSTALLATION, TESTING AND COMMISSIONING SHALL BE COMPLETED WITHIN 3 MONTHS PERIOD FROM THE DATE OF DELIVERY OF EQUIPMENT.
5	Security Deposit	BALANCE SECURITY DEPOSIT (AFTER ADJUSTING THE EMD) SHALL BE PAID IN THE FORM OF DEMAND DRAFT BEFORE SIGNING OF AGREEMENT
6	Testing of equipment	WITHIN SIXTY DAYS FROM THE DATE OF DELIVERY OF EQUIPMENT
7	Integration/ Installation/ Commissioning of the system & Training.	WITHIN NINETY DAYS FROM THE DATE OF DELIVERY OF EQUIPMENT
8	Training period	5 (five) DAYS
9	Final acceptance	FROM THE DATE OF COMMISSIONING
10	Warranty period	ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE
11	Places of Delivery at IWAI Regional Offices	PATNA

14. TRANSPORTATION AND PACKING

The supplier shall ensure all necessary precautions for safe transportation and delivery of equipment to Patna office and also to the Control Station / Base Station locations during installation period without any extra cost. The Authority shall not be held responsible for transshipment losses. The supplier 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.

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

15.1 If the supplier fails to complete the work of installation, commissioning and training of the system mentioned in Clause- 13 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 equivalent to 0.5 % of the contract price against each delivery schedule mentioned in clause 13.(d) sl.no.4,6,7&9 per week/part of week delay subject to maximum of 10% of the contract price (supply, installation, commissioning, training and acceptance. However, if any delay has occurred due to delay on account of land acquisition or completion of civil works, the same will not be considered under L.D on the part of the contractor.

15.2 The Contractor shall pay a sum equal to 0.05% of the O&M and CAMC cost of the value of agreement for each day, if the station is not maintained or personnel as per Contract are not deployed on every such occasion provided that such sum will not exceed 10% of the Contract value for the site. If the contractor fails to maintain the station for more than 15 days, no payment shall be allowed for that quarter.

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

16. INSURANCE

The supplier shall of his own cost fully insure and keep insured in the joint names of the Authority and the supplier 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, integration till commissioning completely at the contractor's cost. Besides, the contractor shall insure all his men against accident, injury, loss of life, loss of damage to the property etc. during the installation period and O&M/ CAMC period.

17. Operation and Maintenances

O&M and Security Services shall be commenced immediately after commissioning of the system. For control station, 1 engineer, 3 operators and 3 security persons are required. For base stations 3 operator and 3 security persons are required. Deployment is for round the clock (24 x7 hrs.). The Engineer shall be a degree holder in electronic & communication engineering duly trained by OEM covering necessary subject of VTS & AIS equipment and associated software. Operator shall be diploma holder in electronic & communication engineering or Ex. Petty Officer/ Chief Petty Officer (Radar Plotter I) of Indian Navy and have undergone IALA VTS Operator Training V103/1 for the personnel monitoring the control station) or diploma holder in electronic and communication engineering who will be subsequently trained by a qualified trainer / Engineer approved by the competent Authority . The duration of training for engineers will be for a period of two weeks.

The contractor has to supply 2 Air Conditioned Porta cabins, out of which one is to be used as control room and the other is to be used for accommodation purpose. The foundation for Porta Cabins are to be made by Contractor including its installation.

15. Labour Laws & Workmen Compensation Act: All the employees to be deployed should be governed by the prevailing Labour Laws, Workmen Compensation Act and all other prevailing Act/ rules implemented from time to time for the State of Bihar/ Jharkhand at the risk and cost of the Contractor.
16. Statutory dues: The contractor has to remit all statutory dues/ contribution like EPF, ESI, Group Insurance, etc for their employees deputed for the work.
17. The contractor has to quote O&M charges inclusive of all recurring leased line charges separately for the entire duration of O&M services.
18. AC Supply shall be available. Conditioning of supply, by introduction of Stabiliser, will be contractor's responsibility.
19. The provision of networking setup for the control stations and base stations are the entire responsibility of the contractor which will be provided at no extra cost. All routers and switches shall be of CISCO make. Rack and cables required for network setup shall be of first quality are to be provided by the contractor.

6. WARRANTY FORM

M/s (hereinafter referred to as the Tenderer) having carefully studied all the tender documents pertaining to the Contract for “Setting up of River Information Service (RIS) System in FARAKKA – PATNA stretch of NW – I” and the local conditions having undertaken to execute the said works.

DO HEREBY WARRANT THAT:-

1. The Tenderer is familiar with all the requirements of the Contract.
2. The Tenderer has investigated the work site & also visited IWAI office and satisfied himself regarding the nature of work, and local conditions that may affect the work or its performance.
3. The Tenderer shall mobilize the necessary equipment, qualified & experienced manpower as per tender conditions.
4. The Tenderer is satisfied that the work may be performed and completed as required in the Contract.
5. The Tenderer accepts all risks directly or indirectly connected with the performance of the Contract.
6. The Tenderer has/had/have no collusion with other Tenderer , with any of the men of the Engineer-in-Charge or with any other person in Authority to execute. The said works according to the terms and conditions of the said Contract.
7. The Tenderer has not been influenced by any statement of promise of the Authority or E-I-C but only the Contract Documents.
8. The Tenderer is financially solvent.
9. The Tenderer is experienced and competent to perform the Contract to the satisfaction of the E-I-C.
10. The Tenderer is familiar with all General and Special Laws, Acts, Ordinances, Rules and Regulations of the Municipalities, District, State and Central Govt., that may affect the work, its performance or personnel employed therein.

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

For and on behalf of the Tenderer

7. Technical Specifications

Schedule “A”

1. Base Stations

i). **Automatic Identification System (AIS) Base Station in Hot Standby Mode (Transponder) without Display (Repeater Station)**

- Compatible with IEC 62320 Standard
- Interfaces :- Communication ports RS-422/RS-232 incl. RTCM input
- Message formats NMEA, LAN 10/100 BaseT Ethernet
- Radio module :- VHF transmitter
- GPS module :- GPS receiver 12 channel
- Power :- 100 - 240 V AC (50-60 Hz)
- Power consumption :- Continuous 65 W
- Operating temperature :- -15 to +55° C
- USB Interfacing capability.
- For AIS Base station, Hot standby mode is to be considered.
- Capable of broadcasting GPS, AIS messages
- Met data must be broadcast from the base stations as an AIS application specific message
- Manuals

Note: In the BOQ, the bidder shall explicitly mention the various components of Base station which completes the hot standby requirement.

ii). **Mono pole tower (approx. 30 mts height)**

DETAILED MANUFACTURING SPECIFICATION FOR MONOPOLES

1.01 Introduction.

This specification shall cover the design, fabrication and supply of monopoles for mounting of antennas for GPS/VHF. Poles shall be suitable for the type and quantity of antennas as specified by the service provider. Pole shall also be suitable for maximum wind velocity (approx 180 Km/ hr.) prevailing at the site as per relevant Code.

1.02 Pole design

The pole shall be continuously tapered, polygonal cross section, presenting a good and pleasing appearance and based on proven design conforming to international standards, to give an assured performance, and reliable service. Height of the pole shall be as specified by the service provider.

Design life of the pole shall be minimum 50 years. All parameters for wind pressure calculations shall be taken based on this design life.

Design of the pole shall be confirming to relevant Code.

While designing the pole, full projected area of the climbing ladder, platform, antennas and all other equipments mounted on top of the pole shall be considered. Effect of wind on the horizontal base of the platform shall also be accounted in the design.

Steel Plates used for the design of the pole shall be conforming to the following standards. (IS/BS)

Standard Grade with suitable yield strength.

Silicon Content of the steel shall be limited to have a good, aesthetic and lasting galvanising of the pole.

1.03 **Construction :**

The pole structure shall be fabricated from special steel plates, conforming to the above standards, cut and folded to form a polygonal section and welded. No circumferential welded joints shall be provided in individual sections.

Poles shall be manufactured in multiple sections of suitable length.

The welding shall be in accordance with relevant code. Pole section welding shall be done using a pole closing and seam welding machine. This machine shall have suitable jigs to hold pole sections inside it. Pole sections shall not be welded outside a pole closing machine.

The procedural weld geometry and the workmanship shall be exhaustively tested on the completed welds.

The pole shall be provided with base plate, which shall be free from any lamination or incursion. Base plate welding shall be done thorough an automatic base plate welding machine.

For the environmental protection of the pole, the entire fabricated pole shall be hot dip galvanized (80 micron) internally and externally by single dip method as per relevant Code. Before galvanising, the fabricated sections shall be cleaned well to remove all impurities on the pole surface. Inside and outside of the pole shall have uniform coating as specified in the standards as mentioned above.

Entire fabrication of the pole sections shall be completed before hot dip galvanising. Bottom sections shall be complete with its base plates duly welded before dipping in the galvanising bath. No cutting, welding or grinding shall be allowed on the pole sections (including the bottom section) after hot dip galvanising.

At site the sections shall be joined together by slip-stressed-fit method. No cutting or welding shall be done on the pole at site. The minimum over lap distance shall be 1.5 times the diameter at penetration.

An adequate door opening shall be provided at the base of the pole and the opening shall be such that it permits clear access to the inside of the pole. The door opening shall be complete with a close fitting, vandal resistant, weatherproof door,

provided with a heavy-duty double internal lock and special paddle key. The door opening shall be carefully designed and reinforced with welded steel section, so that the pole section at the base shall be unaffected and undue buckling of the cut portion shall be prevented.

An Inspection door opening shall be provided on the central shaft of the pole at the platform level also.

1.04 **Platform for mounting antennas.**

Communication poles shall have a fixed platform at the top of the pole. The platform shall be in the required shape and shall be suitable for antennas as required by the service provider. It shall have an access opening from the climbing ladder for the maintenance man. The entire platform shall be hot dip galvanized (80 micron) on both the sides by single dip method as per relevant Code.

1.05 **Climbing Arrangement.**

A properly designed climbing ladder shall be provided on the pole for access to the operation and maintenance crew. It shall have suitable safety system for the protection of the crew.

The safety arrangement shall have a stainless steel wire rope, fall arrestor mechanism and safety belt for the maintenance crew. This wire rope shall be fixed at the top and bottom of the ladder.

The ladder should start at a height of 2.5 M from the bottom only to restrict unauthorised entry to the pole.

Ladder and all its components shall be hot dip galvanised for protection. (80 micron)

Mono pole shall have a provision for adding new sensors, antenna and equipments such as Metrological equipments etc. at a later date.

iii). **Porta Cabin 20' X 8' X 8' . = 2 No for each location**

10 Porta Cabins (2x5) dimension is 20' X 8' X 8 shall be provided at 5 Base Stations except Patna'. One Porta Cabin shall function as control room and other will be for accommodation. Both the Porta cabins shall be customized. One office table and three chairs are essential for the control room. Porta cabin for accommodation shall be provided with customized accommodation berth for minimum three persons, wardrobe, one table, two chairs, kitchen with necessary utensils and induction hot plate cooker , toilet etc for 24x7 operator's stay.

- IS Container having highest structural stability,
- Weather proof,
- Leak proof,
- Adequate Ventilation

- Door shall of 6' x 2' Marine waterproof ply both side laminated.
- Windows of approx. 3 ft x 2 ft wherever required shall be made from high quality Aluminum anodized powder coated extruded section of suitable size
- Main Bottom frame
- Foundation for placing container
- All Door and Windows & Air conditioner openings shall be provided with weather shed of suitable size
- Electrical wiring & light fittings shall be as per rules and regulations.
- 1.5 T Split Air Condition.
- All Switches and Sockets shall be of Anchor make and supplied as per requirements.
- Civil work like electricity, water and sewage connection to the base site will be arranged IWAI.

iv). **VHF sets with Antenna**

- Channel Capacity minimum - 100
- Frequencies 156.00 - 161.50 Mhz (Marine Universal frequency band)
- Rx @ Rated Audio 2 A max
- Tx @ Rated Audio 14.5 A max
- Power Supply 12 VDC to 24 VDC
- Channel Spacing :- 12.5 kHz/ 25 kHz
- Audio Response:- + 1, -3 dB
- Adjacent Channel Selectivity:- 60 dB @ 12.5 kHz 70 dB @ 25 kHz
- 1 set of Walkie & Talkie with charging units (optional) VHF sets are to be networked to the Base Centre / Control Center and establish VoIP.
- VOIP net work should be established over all the base stations and control stations also.
- Manuals

v). **Leased Line - Wide Area Network (WAN)**

- Router CISCO Make
- Switches CISCO Make
- Leased Line facilities of minimum 2 Mbps speed with stable Internet connection.
- The lease line is to be provided between base station and control station at Patna only.
- The successful bidder shall provide a separate lease line between Patna and Farakka for seamless integration of AIS Data.

Note: The authority may consider opting for 512 Kbps leased line depending on loading of the network. The bidders shall separately quote the rate for 512 Kbps leased line which shall be part of technical bid. However this pricing shall have no bearing on deciding L1 bidder. They will also submit a data load calculation from base stations to control stations and also between Farakka and Patna. The calculation can be based on single vessel as well as for a maximum of 100 vessels.

- vi). **Metrological Equipments (Anemometer, Barometer, Relative Humidity)**
- Marine branded metrological separate equipments not All-in-One equipment
 - Marine test standard Anemometer (ultrasonic sensor type)
 - Marine test standard Barometer
 - Relative Humidity measuring equipment
 - Sensor station envisaged nearby base station
 - Data collection by base station
 - Data transferred to control station through leased line
 - Dedicated display/data logger at each base station site to monitor the weather parameters are needed
 - Meteorological data of each base station site to be displayed and logged at the control station with RIS software are needed.
 - Documentation
- vii). **Gen Set 10 KVA (single phase)**
- Standard Gen Set of minimum capacity 10 KVA
 - Air Cooled Engine
 - Diesel power.
 - Minimum requirement is 60 Lts tank capacity for 12 hours running time.
 - UPS – 5 KVA
 - 2 hrs. Power backup is mandatory in addition to the 10 KVA generator. branded make compatible with 5 KVA UPS (No approval of Electricity board is required for running DG)
 - AMF & distribution panel for Genset is to be cater for by the bidder.

Schedule “B”

2. Control Station Servers (CROP / CMSP / WS / TS)

- i). **Central RIS Operating Processor (Application cum Data base Server)**
- Processor Intel Xeon – 4 core
 - RAM 64 GB
 - HDD 2TB
 - DVD RW (Re Writable)
 - Operating System :- Windows Server latest edition
 - 52" LED Display. The Operator console should be minimum 21” size.
- ii). **Central Monitoring and Storage Processor (Web Server / GIS Software)**
- Processor Intel Xeon – 4 core
 - RAM 64 GB
 - HDD 10TB
 - DVD RW (Re Writable)
 - Operating System :- Windows Server latest edition
- iii). **Web Server & Time Server (Application cum Data base Server)**
- Processor Intel Xeon – 4 core

- RAM 64 GB
- HDD 4TB
- DVD RW (Re Writable)
- Operating System :- Windows Server latest edition
- Concurrent 50 web users

Note: The servers configuration based on the design of the data base and application of software for compatibility and effective working environment. One web server is the main server and the other one is the back up. Redundancy required & the stand by server would be a hot standby.

iv). Workstation

- Processor :- Intel® Core™ i7 Processor
- Operating System :- Windows® 7 Home Basic SP1 64 bit (English)
- Display :- 24. 0" (min)
- Memory :- 8 GB RAM (min)
- Hard Drive :- 2.0 TB SATA Hard Drive (min)
- Optical Drive :- DVD +/- RW
- USB Ports 4 Ports minimum
- Memory card reader:- Standard Memory Card Reader slots
- Warranty :- 3 Year Complete Cover Accidental Damage

v). Operator Display

- 52” LED Display wide Screen

vi). General Features for RIS Software/ Application

The existing RIS system would provide AIS data in IEC61162 AIUDM message over TCP/IP. The bidder to ensure compatibility of receiving & integrating such data. Likewise, the bidder to provide out put of the new system for integration with existing RIS in Haldia-Farakka stretch

1. Provide the situational awareness and Traffic overview of the Farakka – Patna river channel to the Traffic Operators in the Control center
2. Facilitate planning of the river Channel activities on a ‘Time-line’ view of the Traffic Display.
 - The GUI (Graphical User Interface) should be capable of displaying the arrival and departure information of vessels entering and exiting the Channel with date and time indicators.
 - List all important activities being undertaken in the Channel
 - Should Display various important activities being undertaken in the Channel, which includes activities of the ‘previous Operator Watch’, ‘current Watch’ and the activities being planned for the ‘next Watch’.

3. Facilitate the Operator to 'Define' the conditions for generating Alerts / Warnings by the system and automatic generation of Alerts / Warnings in the event of any abnormality
4. Facilitate escalation of the alerts / warnings to all important stakeholders using SMS / email.
5. Undertake Incident management during emergencies
6. Receive AIS messages from Base stations and store important AIS messages. Data storage facilities should be able to store data for a period of one year.
7. Send out AIS messages to Vessels in the Sagar (Sandhead) – Farakka river channel
8. Disseminate met data on case to case basis to vessels in contact.
9. Facilitate communications between the Traffic operator and captains of the vessels using VHF.
10. Provide the situational awareness and Traffic overview of the Farakka – Patna river channel to important stakeholders over the web using web access. Web Access shall be planned for minimum 50 stakeholders which shall be scalable at later date.
11. BITE facility to provide system status to the Operators to detect any abnormality in the functioning of the sensors integrated with the system.
12. Support integration with other Command and Control systems of security agencies of Police, Navy / Coastguard etc. for building up a collaborative contingency plan in case of emergencies.
13. Should facilitate Storing of important information being received from the sensors such as:-
 - Storing of display scenarios
 - AIS messages
 - VHF data
 - Warning / Alerts

Minimum one year data shall be stored.
14. Facilitate automatic detection of the abnormal behaviors of Vessels such as over speeding, vessel entering or leaving demarcated non-entry area, Anchor watch etc.
15. Should be able to Zoom, and navigate to any geographical area in the Channel.
16. Should have the facility for inserting temporary charts (such as plotting point, lines, circle etc.) on the map.
17. Should be able to search any vessel on the geographical location at the given instant.
18. Should have tools to calculate “Closest Point of Approach, TCPA, Range & Bearing Line, ETA, Distance between 2 Vessels or points” etc. in the Channel.

19. Facilitate geo fencing.
20. Capability to provide Virtual Buoys / Aids to Navigation inputs.
21. Web based display is envisaged. Suitable compatibility has to be demonstrated.
22. In case of imported RIS software it should be the latest licensed version & software audit certificate for above said version is to be forwarded along with technical documents.
23. In case any software developed for RIS by indigenous bidders, the same is to be audited through CERT empanelled agencies prior to uploading in server.
24. Lightning protection for the system is to be catered for as per specification at clause 9 of "Special Conditions Of Contract"

Note: ENC shall be provided by IWAI

Schedule "C"

3. Overall Maintenance, Operation & Security of RIS system per year

Overall maintenance, Operation and security of RIS System from Farakka to Patna stretch of National Waterways No-1 including service tax @ 12.36% (round the clock) from the date of commissioning is considered in the Scheme for one Year including the supply of Diesel for Generator at Base Station and Control Station by the Contractor. However, IWAI will reimburse the actual cost of diesel for generator on actual certification by field director.

Schedule "D"

4. CAMC (Including Overall Maintenance, Operation & Security)

CAMC for above items at all locations

Comprehensive Annual Maintenance Contract (CAMC) for the RIS System (AIS Transponder, VHF Tx / Rx, Servers etc. and other installations including routers, switches, racks, cables etc. at the Control station & all installations at the Base stations, etc including cost of all the spares parts, VAT, Service Tax, Service Charges etc. complete for a period of 3 (Three) years at site after completion of warranty period of 12 months. The contractor shall make available the RIS net work 98% of 24x7 of CAMC period.

8. TENDER FORM

___ . __. 2015

To

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

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

- i. Tender notice
- ii. Instructions to the Tenderer
- iii. Details to Accompany Technical Bid
- iv. General Conditions of Contract
- v. Special Terms and Conditions of Contract
- vi. Warranty Form
- vii. Technical specifications
- viii. Tender Form
- ix. Cost schedule
- x. Agreement Form
- xi. Performance Guarantee Form

1. I/We hereby tender for the execution of the works referred to in the aforesaid document upon the terms and conditions contained or referred to therein and in accordance in all respects, with the specifications, designs, and other terms and conditions of the contract and within the period of completion as stipulated in the tender document.
2. I/We agree to keep the tender open for acceptance for one year counted from the last date specified for the submission thereof and not to make any modifications in its terms and conditions, which are not acceptable to "Authority". We also agree that any terms or condition in the tender at variance with the above stipulation will render the tender liable to rejection summarily.
3. `..... (Rupees) only as the case may be is attached herewith as Earnest Money.
4. If, after the tender is accepted, we fail to execute the contract deed within 10 days of the receipt of the order to do so, we agree that "Authority" shall without prejudice to any terms and conditions of the tender, forfeit the earnest money absolutely.
5. Bid shall remain valid for 180 days from the date of bid closing prescribed by the Authority as per the Clause-8 of "Instruction to the Tenderer
6. 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 90 days from the

date on which “Authority” issues written order to abide by and fulfill all the terms and conditions and provisions of the aforesaid documents or in default thereof to forfeit the security at the hands of “Authority” the liquidated damages in terms of the contract.

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

Signature_____

In the capacity of

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

Witness_____

Date_____

Address_____

Postal
Address_____

Telephone No._____

Telegraphic address _____

E-mail _____

9. COST SCHEDULE

The tender shall enter a firm price against each item with all its accessories as per manual, all interfacing cards for connecting equipments & system Software and inclusive of Transportation to site, packing, manpower, erection, installation, trails, commissioning, training etc. complete in all respect in Unit Price and fill up the Taxes & Amount in the table (Schedule A, B & C). The supplied items shall be in accordance with the “7. Technical Specifications” in the Tender document. Price should be quoted in Indian Rupees (in words & figure) only.

Schedule ‘A’ Base Stations

Sl No.	Description	No. of Units (Sets)	Unit Price (in Rs)	Taxes (VAT/ S.Tax/C.ST/ Road permit)	Amount (in Rs)
1	AIS Base Station (Transponder) without Display (Repeater Station) including all switches & routers of CISCO make rack, cables etc. required for network setup, complete in all respect with hot standby	6			
2	Mono pole tower (approx. 30 mts height) with lighting protector	6			
3	2 Nos. of Porta Cabin 20' X 8' X 8' for each site, except Patna, fitted with 1.5 ton branded A.C with Customized office table with 3 chairs. Porta cabin for accommodation shall be provided with customized accommodation berth for minimum three persons, wardrobe, one table, two chairs, kitchen with necessary utensils and induction hot plate cooker , toilet etc so that round the clock operators can stay .	10			
4	VHF sets with Antenna	6			
5	Leased Line - Wide Area Network (WAN)	6			
6	Metrological Equipment (Anemometer, Barometer, Relative Humidity)	6			
7	Gen Set 10 KVA (branded)	6			
8	UPS 5 KVA (branded) with 2 hours power back up	6			

Total quoted cost for above of items = Rs
(‘ in words.....)
.....)

(Name & Signature of the
authorized person with date)

Note: Bidder has to use excel sheet downloaded in e-procure portal for submission.

Schedule 'B'

Control Station Servers (CROP / CMSP / WS / TS) (PATNA)

SI No.	Description	No. of Units	Unit Price (in Rs)	Taxes (VAT/ S.Tax/CST/ Road Permit)	Amount (in Rs)
1	Central RIS Operating Processor (Application cum Data base Server) including all switches & routers of CISCO make rack, cables etc. required for network setup, complete in all respect	1			
2	Central Monitoring and Storage Processor (Web Server / GIS Software) including all switches & routers of CISCO make rack, cables etc. required for network setup, complete in all respect	1			
3	Web Server & Time Server (Application cum Data base Server)	1			
4	Workstation	1			
5	Operator Display 52" LED wide Screen	1			
6	RIS Software – (Customised Command and Control Software)	1			

Total quoted cost for 1 set of items = Rs

(Rs in words.....)

(Name & Signature of the
 authorized person with date)

Note: Bidder has to use excel sheet downloaded in e-procure portal for submission.

Schedule 'C'

Overall Operation & Security of RIS system during 12 month Warranty period and additional 3 years after expiry of warranty.

Sl No.	Description	No. of Units	Unit Price (in Rs.)	Taxes (VAT/ S.Tax/C. St/ Road permit) (in Rs)	Amount (in Rs)
1	<p><u>First Year : Overall Operation and Security of RIS System from Farakka to Patna stretch of National Waterways No-1.</u> [For Control station 1 Engineer, 3 Operators and 3 Security persons are required. For Base station 3 Operator and 3 Security persons are required. Deployment is for round the clock (24 hrs.)]. a) Control station Engineer 1 nox 1 station x 12 months</p>	Man-month			
	b) Operators 3 nox 6 station x 12 months	Man-month			
	c) security 3 nox 6 station x 12 months	Man-month			
2	2 nd Year (percentage of hike over first year charge)	Annum			
3	3 rd Year (percentage of hike over first year charge)	Annum			
4	4 th Year (percentage of hike over first year charge)	Annum			

Total quoted cost for 4 (four) year = Rs.....

(Rs in words.....
)

(Name & Signature of the authorized person with date)

Note: Bidder has to use excel sheet downloaded in e-procure portal for submission.

Schedule 'D'

Comprehensive Annual Maintenance of Contract after expiry of warranty

Sl No	Description	No. of Units	Unit Price (in Rs .)	Taxes (VAT/ S.Tax/CST/ Road permit)	Amount (in Rs.)
1	Comprehensive Annual Maintenance Contract (CAMC) for the RIS System (AIS Transponder, VHF Tx / Rx, Servers etc. and other installations including routers, switches, racks, cables etc. at the Control station & all installations at the Base stations, etc including cost of all the spares parts, VAT, Service Tax, Service Charges etc. complete for a period of 3 (Three) years at site after completion of warranty period of 12 months.				
	1 st Year =	1			
	2 nd Year =	1			
	3 rd Year =	<u>1</u>			

Total quoted cost for 1st Year = Rs

2nd Year = Rs.....

3rd Year = Rs

(Rs in words.....
)

(Name & Signature of the
 authorized person with date)

Note: Bidder has to use excel sheet downloaded in e-procure portal for submission.

10. AGREEMENT FORM

The contract made the day of 2013. between M/s. Inland waterways Authority of India, A-13, Sector, 1, NOIDA-201301 [UP] (herein after "the Authority") of one part and M/S..... of..... (herein after "the Tenderer ") of the other part WHEREAS the Authority is desirous that as per work order as identified in the bid form and price schedule and has accepted a Bid by the Tenderer for the supply, installation, commencement and training of the..... for the sum of Rs.....(.....) (herein after "THE CONTACT PRICE")

(PRICE SHALL NOT BE FILLED IN HERE)

Now in this contract witnessed as follows: -

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

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

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

2. In consideration of the payments to be made by the Authority to the Tenderer , the Tenderer hereby covenants with the Authority to supply, install & training on survey equipment 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 Tenderer 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 Hydrographic Chief
Inland Waterways Authority of India
A-13, Sector-1, NOIDA-201 301 (UP).
Tel (0120) 2543931, 2522969,
Fax (0120) 2522969, 2543973, 2544041, 2544005,
Email:- hc.iwai@nic.in, ahsnoida@gmail.com

(Tenderer address, phone number, fax number and Email)

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

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

Signature of Authority (seal)

Signature for Tenderer

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

Signed. Sealed and delivered by the said (for the Tenderer) in the presence of

11. PERFORMANCE GUARANTEE FORM

BANK GUARANTEE

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

1. We the bank do hereby undertake to pay (Rupees only) the amounts due and payable under this Guarantee without any protest or demur, merely on a demand from the Authority stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding (Rupees only).
2. We, the bank hereby, in pursuance of the terms of the said Agreement absolutely, irrevocably and unconditionally guarantee as primary obliger and not merely as surety the payment of an amount of (Rupees only) to the Authority to secure due and faithful performance by the Contractor of all his/their obligations under the said Agreement.
3. We, the Bank undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Contractors in any suit or proceedings pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payments.
4. We, the bank, do hereby agree that the decision of the Authority as to whether the Contractor has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said Agreement and as to the amount payable to the Authority by the Bank hereunder shall be final and binding on the Bank.

5. WE, THE BANK, DO HEREBY DECLARE AND AGREE that:

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

Dated the ____ day of _____ 2015

12. APPENDIX-I (A):: Power of Attorney for Lead Member of Consortium

(Refer Clause 2.2.4)

(To be executed on Non-Judicial Stamp Paper of Rs.100 and duly notarised. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the undertaking is being issued.)

Whereas the Inland Waterways Authority of India (the “Authority”) has invited Proposals from interested parties for the “Setting up of River Information Services (RIS) System in Farakka-Patna Stretch of NW – 1”) and

Whereas,,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Tender document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Proposal for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s. having our registered office at, M/s. having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its proposal for the Project, including but not limited to signing and submission of all, proposal and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the proposal of the Consortium and generally to represent the Consortium in all its dealings with the Authority ,

and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Proposal for the setting up of River Information Services (RIS) System in Farakka-Patna Stretch of NW – 1

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2015

For (Signature)
..... (Name & Title)

For (Signature)
..... (Name & Title)

For (Signature)
..... (Name & Title)

Witnesses:

- 1.
- 2.

.....
(Executants)
(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of*

Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX-I (B):: Financial Capacity of the Bidder
(of Single Entity Bidder/ Members of Consortium)

(In Rs. crore)

(1) S.no	(2) Name of the Bidder/Associate/ consortium member	(3) Equity Capital	(4) Reserves and Surplus	(5) Less: Revaluation Reserve	(6) Less: Intangibl e Assets	(7)=(3)+(4)- (5)-(6) Total Tangible Networth (As on March 20_____))
	Single Bidder					
	Member 1					
	Member 2					
	Member 3					
	Total of all members					

TURNOVER:

Financial Year	Annual Turnover (in Rs. Crores)
2011-12	
2012-13	
2013-14	

Signature _____
Name _____
Designation _____
Company _____
Date _____

A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

The Bidder should provide details of its own Financial Capability or of an Associate under clause 8.1 (f). If Financial Capacity of an Associate is submitted, a Certificate from Statutory Auditors as per format provided in Appendix-I (E) shall be provided.

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3(three) financial years preceding the Proposal Due Date. The financial statements shall:
 - (a) Reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - (b) Be audited by a statutory auditor;
 - (c) Be complete, including all notes to the financial statements; and
 - (d) Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 8.1 (e). of the Tender document.
4. The Bidder shall also provide the name and address of the Bankers to the Bidder.
5. **The Bidder shall provide an Auditor's Certificate specifying the net worth/turnover of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 8.1 (h) of the Tender document.**

APPENDIX-I (C):: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,

The Hydrographic Chief
Inland Waterways Authority of India
A-13, Sector-1,
NOIDA – 201 301
Uttar Pradesh
India

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Proposal) satisfy the terms and conditions laid out in the TENDER document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the TENDER. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

APPENDIX-I (D):: Joint Bidding Agreement
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND,PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) Inland Waterways Authority of India (the “**Authority**”), has invited Proposals (the “**Proposals**”) by its Request for Proposal dated (The “**TENDER Document**”) for “**RIS Tender document for a period of 4 years**” (the “**Project(s)**”) through public private partnership.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the TENDER document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the TENDER document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the TENDER.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Preferred Bidder and awarded the Project, it shall incorporate a wholly owned special purpose company under the provisions of Indian Companies Act, 1956, as the O&M Contractor; in whose subscribed and paid up capital, the Preferred Bidder shall collectively hold 100% equity during the License Period.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the RIS Contract when all the obligations shall become effective;
- (b) Party of the Second Part shall be _____

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the TENDER and the RIS Contract, till such time as prescribed in accordance with the RIS Contract.

6. Shareholding

- 6.1 The Lead Member of such Preferred Bidder consortium shall at all time during the License Period hold equity equivalent to at least 51% of the subscribed and paid up capital of the RIS Contractor. Further, other consortium members whose technical/financial eligibility shall have been used for the purpose of qualification under this TENDER shall hold at least 26% equity in the subscribed and paid up capital RIS Contractor during the License Period; Provided however that Authority may in its sole and absolute discretion permit a consortium member to divest [in full/partially] its equity shareholding in the subscribed and paid up capital of the RIS Contractor.
- 6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the RIS Contract.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and Authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Authority to

execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect at all times during the subsistence of the RIS Contract is achieved under and in accordance with the RIS Contract, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Proposal Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority .

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of For and on behalf of the LEAD MEMBER

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of For and on behalf of SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of For and on behalf of THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1) _____

2) _____

Notes:

- *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member.*
- *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

Technical Capacity of the Bidder

Applicant type#	Name of the Assignment (Eligible Project Experience)	Client (Entity by /for which the project was developed/ operated & managed)	Nature of association (Role of the Bidder/Member/Associate, Provide detailed role of the Bidder/Member/Associate)	Start date and date of completion	Name of the entity who has implemented this Project. (If the entity is other than the Bidder, Provide relation with the Bidder whether Associate/ Member of the Consortium, etc.)
Single Entity Applicant					
Consortium					
Member 1					
Member 2					
Member 3					
Associate					

Certificate of Statutory Auditor (in case of Operator)

Based on the authenticated record of the company, this is to certify that the _____ (Name of the Bidder /Member/Associate) was responsible for operation and management of eligible projects as per clause 8.0 of the TENDER and as per the details provided above during the last five financial years preceding the Bid Due Date

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory).

Date:

Certificate from the Statutory Auditor (in case of Project Owner)

Based on its books of accounts and other published information authenticated by it, this is to certify that (*name of the Bidder/Member/Associate*) is/ was an equity shareholder in (*title of the project company*) and holds/ held Rs. cr. (Rupees crore) of equity (which constitutes% of the total paid up and subscribed equity capital) of the project company from (*date*) to (*date*).

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory)

Date:

Notes:

- Bidders are expected to provide information in respect of Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 8.0 of the TENDER. Information provided in this section is intended to serve as a back-up for information provided in the Proposal. Bidders should also refer to the Instructions below
- Experience for any Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
- Certificate from the Bidder's statutory auditor (in case of owner/operator) must be furnished as per formats above for Eligible Projects. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.
- Appropriate documentary proof (in case of operator /contract) like certificate from respective clients , work orders, completion certificate shall be submitted in this regard substantiating the claims of the bidder under Technical Capacity
- Certificate of Incorporation of Project Company along with certified copies of the audited financial results for last three financial years preceding the Proposal Due Date in case experience is claimed as an Owner and/or operator
- In case of operator only, duly notarized Certificate of Incorporation of the owner company (client)
- Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 8.0.
- # A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 8.0, shall be provided.

In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 8.0, the Bidder should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Associate [§]

Based on the authenticated record of the company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of (name of the Bidder/Consortium Member/ Associate) is held, directly or indirectly, by (name of Associate/ Applicant/ Consortium Member). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Associate in terms of Clause 8.0 of the TENDER.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder/ Consortium Member and the Associate. In the event the Associate is under common control with the Applicant/ Consortium Member, the relationship may be suitably described and similarly certified herein. }

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory).

Date:

Notes:

- *It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Technical/Financial Capacity.*
- *§ In the event that the Bidder/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.*
- *£ In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% (fifty percent) in order to establish that the chain of “control” is not broken.*

**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

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

INTEGRITY AGREEMENT

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

BETWEEN

Chairperson, Inland Waterways Authority of India represented through Chief Engineer, Inland Waterways Authority of India, A - 13, Sec. – 1, Noida.

IWAI, (Hereinafter 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 (NIT No.) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Extension of River Information Service system in Patna –Farakka stretch of NW-1" hereinafter referred to as the "Contract".

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 participate 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 wilful 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, 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 :

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



SETTING UP OF RIVER INFORMATION SERVICES (RIS)
SYSTEM IN
FARAKKA -PATNA STRETCH OF NW - I

PART - II

14. PRICE BID

BILL OF QUANTITIES

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

Note:- The tender shall enter a firm price against each item with all its accessories as per manual, all interfacing cards for connecting equipments & system Software and inclusive of Transportation to site, packing, manpower, erection, installation, trails, commissioning, training etc. complete in all respect in Unit Price and fill up the Taxes & Amount in the table (Schedule A, B, C& D). The supplied items shall be in accordance with the “7. Technical Specifications” in the Tender document. Price should be quoted in Indian Rupees (in words & figure) only.

S. No.	Item Description	Qty	Units	Basic Price (in. Rs.)	Excise Duty	VAT	Freight Charges (Unloading & Stacking)	Any Other Taxes/Duties/Levies	Other Taxes2	Amount In Rs. 0	Total Amount In Rs.
1	2	4	5	7	8	9	10	11	12	13	16
1.00	<u>Schedule 'A'</u> <u>Base Stations</u> AIS Base Station (Transponder) without Display (Repeater Station) including all switches & routers of CISCO make rack, cables etc. required for network setup, complete in all respect with hot standby	6.00	sets								
2.00	Mono pole tower (approx. 30 mts height) with lighting protector	6.00	sets								
3.00	2 Nos. of Porta Cabin 20' X 8' X 8' for each site, except Patna, fitted with 1.5 ton branded A.C with Customized office table with 3 chairs.	10.00	sets								
4.00	VHF sets with Antenna	6.00	sets								
5.00	Leased Line - Wide Area Network (WAN)	6.00	sets								
6.00	Metrological Equipment (Anemometer, Barometer, Relative Humidity)	6.00	sets								
7.00	Gen Set 10 KVA (branded)	6.00	sets								

8.00	UPS 5 KVA (branded) with 2 hours power back up	6.00	sets								
9.00	Schedule 'B' Control Station Servers (CROP / CMSP / WS / TS) (PATNA) Central RIS Operating Processor (Application cum Data base Server) including all switches & routers of CISCO make rack, cables etc. required for network setup, complete in all respect	1.00	No.								
10.00	Central Monitoring and Storage Processor (Web Server / GIS Software) including all switches & routers of CISCO make rack, cables etc. required for network setup, complete in all respect	1.00	No.								
11.00	Web Server & Time Server (Application cum Data base Server)	1.00	No.								
12.00	Workstation	1.00	No.								
13.00	Operator Display 52" LED wide Screen	1.00	No.								
14.00	RIS Software –(Customised Command and Control Software)	1.00	No.								
15.00	Schedule 'C' <u>Overall Operation & Security of RIS system during 12 month Warranty period and additional 3 years after expiry of warranty.</u> First Year : Overall Operation and Security of RIS System from Farakka to Patna stretch of National Waterways No-1[For Control station 1 Engineer, 3 Operators and 3 Security persons are required. For Base station 3 Operator and 3 Security persons are required. Deployment is for round the clock (24 hrs.)].										
	a) Control station Engineer 1 nox1 station x 12 months	12.00	Man-month								
16.00	b) Operators 3 nox 6 stationx12 months	216.00	Man-month								
17.00	c) security 3 nox 6 stationx12 months	216.00	Man-month								
18.00	2nd Year (percentage of hike over first year charge)	1.00	Annum								
19.00	3rd Year (percentage of hike over first year charge)	1.00	Annum								
20.00	4th Year (percentage of hike over first year charge)	1.00	Annum								

21.00	<u>Schedule 'D'</u> <u>Comprehensive Annual Maintenance of Contract after expiry of warranty</u> Comprehensive Annual Maintenance Contract (CAMC) for the RIS System (AIS Transponder, VHF Tx / Rx, Servers etc. and other installations including routers, switches, racks, cables etc. at the Control station & all installations at the Base stations, etc including cost of all the spares parts, VAT, Service Tax, Service Charges etc. complete for a period of 3 (Three) years at site after completion of warranty period of 12 months. 1st Year =	1.00	Annum								
22.00	2nd Year =	1.00	Annum								
23.00	3rd Year =	1.00	Annum								
										0.00	0.00

Total Project cost for setting of 6 stations of items = Rs..... (Rs in words.....
.....)

(Name & Signature of the authorized person with date)