



INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Govt. of India)
A-13, SECTOR – 1, NOIDA - 201301(UP)

CORRIGENDUM

Sub: E-Tender of design construction and supply of 2 no. Self-Propelled Cutter Suction Dredgers for NW-2.

The prescribed formats of JV Agreement, Manufacturer Authorization and bid security (Bank Guarantee) which inadvertently were not attached earlier, are hereby uploaded with this corrigendum.

Apart from above, the clause of warranty (Sec-IV-Clause-10,14 & 16.1 of GCC) in the tender has been elaborated further and may be read as attached herewith.

Chief Engineer-III

Warranty:

1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
2. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
3. Unless otherwise specified, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated.
4. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
5. Upon receipt of such notice, the Supplier shall, within the period specified, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
6. If having been notified, the Supplier fails to remedy the defect within the period specified, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
7. The period of validity of the Warranty shall be: 365 days. For purposes of the Warranty, the place(s) of final destination(s) shall be: Guwahati.
8. The warranty period shall be 12 months from the date of acceptance of Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:
 - (a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
 - (b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 10%
 - (c) The period for correction of defects in the warranty period is 30 days.
 - (d) If any equipment/s gives continuous trouble, say four times in one month during the warranty period, the supplier shall replace the equipment with new one without any additional cost to the purchaser.
 - (e) The supplier should provide 1 no. of preventive maintenance services yearly during the warranty period which will be other than breakdown calls (if any).

- (f) The warranty shall also cover all the consumables parts, accessories, vacuumatic products.
9. The Supplier will accomplish preventive and breakdown maintenance activities to ensure that all equipments execute without defect or interruption for at least 98% uptime for 24 hours a day, 7 days a week of operation of the machine worked on a quarterly basis.
 10. If any critical component of the entire configuration is out of service for more than three days, the Supplier shall either immediately replace the defective unit or replace it at its own cost.
 11. The Supplier will respond to a site visit and commence repair work on the equipment within 72 hours of being notified of equipment malfunction.
 12. The period for repair or replacement shall be: 30 days.
 13. Upon receipt of such notice, the Supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter.
 14. In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months.”
 15. If any equipment/s gives continuous trouble, say four times in one month during the warranty period, the supplier shall replace the equipment with new one without any additional cost to the purchaser.

JOINT VENTURE AGREEMENT

[This should be on stamp paper of value INR 100 & notarized]

PERFORMA FOR JOINT VENTURE AGREEMENT BETWEEN M/s. and M/s.....
For bid No.....Invitation for Bid No.....of Inland Waterways Authority of
India, Ministry of Shipping, Government of India.

The Joint Venture Agreement executed on this day ofbetween
M/s....., a company under the Laws of Company Act, 1956 and having its
registered office at, and Corporate
Office at (hereinafter called the LEAD PARTNER, which expression
shall include its successors, Executors and permitted Assigns)

AND M/s..... a company having its registered office at
.....(herein after called as PARTNER, which expression shall
include its successors, Executors and permitted Assigns)

which expression shall include its successors, Executors and permitted Assigns) for the purpose of
making a Bid and entering into a contract (in case of award) for “Design, construction and supply of 2
no. Self-Propelled Cutter Suction Dredgers for NW-2” No by
Inland Waterways Authority of India, Ministry of Shipping, Government of India (herein after called as
the EMPLOYER).

WHEREAS, the EMPLOYER invited Bids as per above mentioned tender Document for the
“.....”

WHEREAS in accordance with Instruction to Bidders – Clause 3 “Eligible Bidders” of the Tender
Specification. A Bidder may be a private entity or a government-owned entity – subject to ITB 4 – or
any combination of such entities with the intent to enter into an agreement supported by a letter of
intent or under an agreement in the form of a Joint Venture or consortium.

NOW THIS INDENTURE WITNESSETH AS UNDER

In consideration of the above premises and agreements all the partners to this Joint Venture do hereby
now agree as follows:

1. In consideration of the award of the Contract by the Employer to the partners, we, the Partners
to the Joint Venture Agreement do hereby agree that M/s. shall act as LEAD
PARTNER and further declare and confirm that we shall jointly be bound unto the Employer for
the successful performance of the Contract and shall be fully responsible for the works in terms
of quality requirements and timeliness in performance in accordance with the Contract.
Irrespective of Joint responsibility, it is expressly understood that LEAD PARTNER will be present
at the site of the works, through its authorized representative at all times and play lead role in
mobilizing resources and execution of the contract. The LEAD PARTNER will incur liabilities and
receive instructions for and on behalf of any or all partners of the Joint Venture and entire
execution of the contract shall be done by the LEAD PARTNER and payment under the contract
shall be received by the LEAD PARTNER. The precise responsibility of the members of the Joint
Venture in respect of planning, quality, execution of the works are as under :

LEAD PARTNER:

PARTNER:

(Please refer to Section II, 4.3 and section I, clause 3)

If in the determination of the Employer that the LEAD PARTNER is unable to fulfill its responsibility as above, the Employer shall be at liberty to terminate the contract which shall be binding on all partners of the Joint Venture.

The personnel deployed by the member of Joint Venture are as under:

LEAD PARTNER:

PARTNER:

The equipment deployed by the member of Joint Venture are as under:

LEAD PARTNER:

PARTNER:

2. In case of any breach of the said Contract by the LEAD PARTNER or other Partners of the Joint Venture Agreement, the Partner(s) do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in meeting the performance guaranteed as per the works Contract, the Partner(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demands without any demur. It shall not be necessary or obligatory for the Employer to proceed against LEAD PARTNER to these presents before proceeding against or dealing with other Partner(s).
4. The financial liability of the Partners of this Joint Venture agreement to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said Joint Venture Agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture agreement.
5. It is expressly understood and agreed between the Partners to this Joint Venture agreement that the responsibilities and obligations of each of the Partners has been delineated in clause no. 1 herein above to this agreement. It is further agreed by the Partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint responsibilities of the Partners under this Contract.

6. This Joint Venture Agreement shall be construed and interpreted in accordance with the laws of India, courts of Delhi shall have the exclusive jurisdiction in all matters arising there under.
7. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the contract, and shall continue to be enforceable till the Employer discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Partners to the Joint Venture Agreement have through their Authorized Representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

[Name, Signature of all Joint Venture Partners]

[Name and Signature of Witnesses]

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the EC.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with tender, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

BANK GUARANTEE FORM FOR EMD

The Chairperson,

Inland Waterways Authority of India,

A-13, Sector – 1, Noida - 201 301,

District: - Gautam Buddha Nagar (U.P.)

WHEREAS _____ (Name of Tenderer) (hereinafter called the Tenderers) wishes to submit his tender for work of _____ in the state/s of _____ herein called “the Tender”

KNOW ALL PEOPLE by these present that we _____ (Name of Bank) of _____ (Name of country) having our registered office at (_____) (hereinafter called the “Bank”) are bound unto the India Inland Waterway Transport Authority (hereinafter called “the Owner”) in the sum of the INR. _____ (Indian Rupees _____) *for which payment can truly be made to the said Owner. The Bank bind themselves, their successors and assigns by these presents with the common seal of the Bank this day _____ of 2018 and undertake to pay the amount of _____ INR _____ to the employer upon receipt of this written demand without the employer having to substantiate his demand.

The conditions of this obligation are:

If the tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender.

Or

If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity fails or refuses to execute the Agreement Form in accordance with the instructions to bidders or fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay Owner up to the above amount upon receipt of his written demand, without the Owner having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to his owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to six months or more beyond the last date of receipt of bids or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tender. Any demand in respect of this guarantee should reach the Bank not later than the above date of expiry of this guarantee.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK

NAME AND DESIGNATION

SEAL OF THE BANK

SIGNATURE OF THE WITNESS

NAME OF THE WITNESS

ADDRESS OF THE WITNESS
